

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 28, 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 28
 - D. Wire Transfers 30
 - E. Investment Transactions 32
 - F. APU Projections 33
 - G. Fundraisers 34
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**
 - A. Policy 8030 Renumbering to 250 - School Board Member Compensation 35
Administration is recommending this policy be renumbered from 3080 to 250 and to have the policy reviewed every other year in odd years versus annually.

Recommendation: It is recommended that the Duluth School Board approve the renumber of Policy 8030 to Policy 250 (there is no corresponding MSBA policy) and approve the review cycle of the policy from annually to every other year in January - first reading.
4. **Contracts, Change Orders, and Leases**
 - A. Contracts - None
 - B. Change Orders
 - 1) PLACEHOLDER - Other Change Orders
 - C. Leases - None
5. **Resolutions**
 - A. B-2-17-3431 - Acceptance of Donations to Duluth Public Schools. 36

Recommendation: It is recommended that the Duluth School Board approve Resolution B-2-17-3431.
 - B. B-2-17-3432- Authorized Bank Account Signer 39

Recommendation: It is recommended that the Duluth School Board approve Resolution B-2-17-3432.

C. B-2-17-3419 - Selection of District's Legal Counsel 40

Recommendation: It is recommended that the Duluth School Board approve Resolution B-2-17-3419.

D. PLACEHOLDER - Sale of Property

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

A. Expenditure Contracts 41

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of January 2017.

B. Revenue Contracts 105

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of January 2017.

C. Other Contracts 121

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of January 2017.

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report 124

F. Audit Engagement Letter 126

Attached is a copy of the audit engagement letter from Wipfli LLP. The listed services are consistent with RFP 296 approved by the School Board in February, 2013, along with any mandated changes implemented since then.

This is the last year using RFP 296.

G. Playground Fall Protection Project 136

Attached is an update of the project planning and bidding, as well as a copy of the contract with SAS+ Associates to proceed with Phase II of this project. Authority to negotiate this contract, not to exceed \$50,000, was approved by the School Board in August, 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

Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 12/31/16

	General Fund	Food Service	Transportation	Community Education	Operating Capital	Construction	Debt Service	Trust & Agency	Student Activities
	1	2	3	4	5	6	7	8 & 9	20 & 79
Total									
Cash and investments 11/30/2016	\$ 165,913,166	\$ 777,739	\$ (2,572,628)	\$ 2,170,160	\$ (2,433,366)	\$ 1,044,168	\$ 149,046,173	\$ 1,908,102	\$ 305,204
Receivables (increase)/decrease -	4,417,494	(4,037)	19,919	1,030,638	-	-	-	-	(301)
Payables increase/(decrease) -	411,479	164,255	85,017	96,102	13,850	10,495	-	-	-
Revenues increase/(decrease) -	5,748,225	400,903	422,590	(799,770)	134,831	157	109,889	2,707	80,908
Expenditures (increase)/decrease -	(12,601,239)	(489,658)	(567,504)	(803,251)	(436,091)	3,163	(1,750)	(200,000)	(59,424)
Cash and investments 12/31/2016	\$ 163,889,125	\$ 726,707	\$ (2,612,606)	\$ 1,693,879	\$ (2,720,777)	\$ 1,057,982	\$ 149,154,312	\$ 1,710,809	\$ 326,386
									\$ 1,126,239

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$			\$			%		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
Lewy	\$0	\$0	\$0	\$0	\$0	\$0	\$31,217	\$31,217	N/A
Interest	28	10	18	(448)	424	(872)	57	57	(205.7)
Tuition, Fees, Admissions	317	173	144	1,632	1,467	165	4,412	4,412	11.2
Other Local Revenues	289	476	(187)	1,102	1,317	(215)	1,672	1,907	(16.3)
State Sources	7,219	9,662	(2,443)	36,423	36,677	(254)	85,757	86,345	(0.7)
Federal Aids from MDE	(1,479)	(3,136)	1,657	2,496	1,520	976	8,405	8,521	64.2
Federal Direct Aids	(762)	156	(918)	645	641	4	3,002	3,008	0.6
Local Sales	138	272	(134)	621	859	(238)	1,847	1,848	N/A
Sale of Bonds or Loans	-	-	0	94,127	-	94,127	0	218	N/A
Total Revenues	5,748	7,613	(1,865)	136,597	42,905	93,692	136,369	137,533	218.4
Expenditures									
Salaries	7,697	7,649	(48)	24,580	24,101	(479)	62,316	62,703	(2.0)
Benefits	3,097	2,952	(145)	11,241	10,863	(378)	28,169	28,282	(3.5)
Purchased Services	1,052	1,153	101	4,786	5,043	257	13,432	13,798	5.1
Supplies & Materials	413	426	13	2,121	2,087	(34)	6,020	6,385	(1.6)
Chargebacks	0	-	(0)	(0)	(1)	(1)	38	70	(87.3)
Capital Expenditures	330	422	92	5,256	2,756	(2,500)	6,676	8,648	(90.7)
Debt Service	2	3	1	5,579	5,229	(350)	22,446	22,664	(6.7)
Other	10	5	(5)	120	125	5	891	908	4.4
Total Expenditures	12,601	12,610	9	53,682	50,203	(3,479)	139,988	143,459	(6.9)
Transfers In (Out)	0	0	0	0	0	0	0	0	N/A
Operating Excess (Deficit)	(6,853)	(\$4,997)	(1,856)	82,915	(\$7,298)	90,213	(\$3,619)	(\$5,925)	1,236.1

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	\$10,164	\$10,164	
Interest	25	6	19	66	11	55	40	40	
Tuition, Fees, Admissions	146	(5)	151	646	391	255	2,200	2,200	
Other Local Revenues	176	344	(168)	417	603	(186)	260	419	
State Sources	6,759	8,774	(2,015)	32,092	33,252	(1,160)	74,228	74,817	
Federal Aids from MDE	(1,642)	(3,213)	1,571	1,640	605	1,035	5,871	6,053	
Federal Direct Aids	(68)	(114)	46	0	(114)	114	135	141	
Local Sales	0	0	0	0	0	0	0	0	
Sale of Bonds or Loans	0	0	0	0	0	0	0	0	
Total Revenues	5,396	5,792	(396)	34,861	34,748	113	92,898	93,833	
Expenditures									
Salaries	6,797	6,776	(21)	21,681	21,258	(423)	55,296	55,717	
Benefits	2,458	2,340	(118)	9,398	9,076	(322)	24,049	24,167	
Purchased Services	616	594	(22)	2,797	2,806	9	6,962	7,257	
Supplies & Materials	144	144	(0)	950	887	(63)	2,059	2,423	
Chargebacks	(0)	0	0	(3)	(3)	(0)	(392)	(360)	
Capital Expenditures	23	7	(16)	220	80	(140)	261	398	
Debt Service	0	0	0	0	0	0	0	0	
Other	9	4	(5)	81	84	3	668	689	
Total Expenditures	10,047	9,865	(182)	35,124	34,188	(936)	88,903	90,291	
Transfers In (Out)	0	0	0	0	0	0	(3,371)	(3,371)	
Operating Excess (Deficit)	(\$4,651)	(\$4,073)	(578)	(\$263)	\$560	(\$823)	\$624	\$172	

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	\$9,678	\$9,678	
Interest	25	6	316.4	66	11	498.7	40	40	
Tuition, Fees, Admissions	20	(13)	255.7	440	364	20.9	1,712	1,712	
Other Local Revenues	76	39	96.1	248	203	22.0	260	314	
State Sources	6,796	8,691	(21.8)	31,679	33,007	(4.0)	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	6,918	8,723	(20.7)	32,432	33,585	(3.4)	75,974	76,401	
Expenditures									
Salaries	5,714	5,655	(1.1)	18,140	17,664	(476)	46,407	46,640	
Benefits	2,055	1,937	(6.1)	7,868	7,563	(305)	19,491	19,594	
Purchased Services	573	519	(10.3)	2,521	2,434	(87)	6,209	6,227	
Supplies & Materials	109	113	3.4	723	699	(24)	1,433	1,681	
Chargebacks	(1)	0	N/A	(10)	(6)	4	(1,661)	(1,658)	
Capital Expenditures	6	4	(39.6)	187	63	(124)	180	278	
Debt Service	0	0	N/A	0	0	N/A	0	0	
Other	1	2	53.9	47	55	8	(81)	(52)	
Total Expenditures	8,457	8,230	(2.8)	29,478	28,472	(1,006)	71,978	72,710	
Transfers In (Out)	0	0	N/A	0	0	0	(3,371)	(3,371)	
Operating Excess (Deficit)	(\$1,539)	\$493	(412.2)	\$2,954	\$5,113	(\$2,159)	\$624	\$321	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	\$		\$		%	
	FY2017	FY2016	FY2017	FY2016	Adopted	Revised
<u>Revenues</u>						
Levy	\$0	\$0	\$0	\$0	\$487	\$487
Interest	0	0	0	0	0	0
Tuition, Fees, Admissions	126	8	206	27	488	488
Other Local Revenues	100	305	169	400	0	105
State Sources	(37)	83	413	245	9,944	10,159
Federal Aids from MDE	(1,642)	(3,213)	1,640	605	5,871	6,053
Federal Direct Aids	(68)	(114)	0	(114)	135	141
Local Sales	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	(1,522)	(2,931)	2,428	1,163	16,924	17,432
<u>Expenditures</u>						
Salaries	1,082	1,121	3,541	3,594	8,889	9,077
Benefits	403	403	1,529	1,513	4,558	4,572
Purchased Services	44	75	275	372	753	1,030
Supplies & Materials	35	31	227	188	626	742
Chargebacks	0	0	7	3	1,269	1,298
Capital Expenditures	17	3	33	17	80	119
Debt Service	0	0	0	0	0	0
Other	8	2	33	29	750	742
Total Expenditures	1,589	1,635	5,646	5,716	16,924	17,581
Transfers In (Out)	0	0	0	0	0	0
Operating Excess (Deficit)	(\$3,112)	(4,566)	(\$3,218)	(\$4,553)	\$0	(\$149)

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	0	0
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	1	1	34.8	3	5	(39.3)	5	5
State Sources	25	24	5.3	71	68	3	166	166
Federal Aids from MDE	237	211	12.1	846	894	(48)	2,371	2,371
Federal Direct Aids	0	0	N/A	0	0	0	0	0
Local Sales	138	272	(49.4)	451	424	27	1,198	1,198
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
Total Revenues	401	508	(21.1)	1,371	1,391	(20)	3,740	3,740
Expenditures								
Salaries	175	167	(4.9)	519	516	(3)	1,182	1,180
Benefits	71	60	(18.5)	208	191	(17)	459	459
Purchased Services	5	6	22.3	40	22	(18)	83	83
Supplies & Materials	226	232	2.6	747	708	(39)	2,172	2,174
Chargebacks	0	0	N/A	1	1	0	168	168
Capital Expenditures	13	8	(58.0)	33	25	(8)	34	57
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	N/A	10	13	3	15	15
Total Expenditures	490	473	(3.5)	1,558	1,476	(82)	4,114	4,137
Transfers In (Out)	0	0	N/A	0	0	0	0	0
Operating Excess (Deficit)	(\$89)	\$35	(353.6)	(\$186)	(\$85)	(\$101)	(\$374)	(\$397)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance	Variance	FY2017	FY2016	Variance	Variance		
Levy	\$0	\$0	N/A	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	N/A	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	N/A	85	0	85	N/A	5	74
State Sources	423	358	65	18.0	1,791	993	798	80.3	5,812	5,812
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	423	358	65	18.0	1,875	993	882	88.8	5,817	5,886
Expenditures										
Salaries	172	164	(8)	(5.0)	543	463	(80)	(17.3)	1,257	1,257
Benefits	114	110	(4)	(3.2)	355	335	(20)	(6.1)	839	839
Purchased Services	251	344	93	26.9	1,259	1,397	138	9.8	3,884	3,884
Supplies & Materials	30	24	(6)	(26.6)	119	88	(31)	(35.4)	384	389
Chargebacks	0	0	(0)	N/A	0	0	(0)	N/A	1	1
Capital Expenditures	0	0	0	N/A	279	178	(101)	(56.5)	181	245
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	(0)	N/A	1	1
Total Expenditures	568	642	74	11.6	2,556	2,461	(95)	(3.9)	6,547	6,616
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$145)	(\$284)	\$139	49.0	(\$681)	(\$1,468)	\$787	53.6	(\$730)	(\$730)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2017	FY2016	FY2017	FY2016	Adopted	Revised
	\$	\$	\$	\$		
		Variance		Variance		
		%		%		
Levy	\$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	2	31	9	52	17	17
State Sources	133	112	556	303	906	906
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	0	1	199	0	1
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	135	143	567	554	3,374	3,375
		(8)		13		2.3
		(5.7)				
Expenditures						
Salaries	95	89	378	391	815	815
Benefits	32	33	166	160	328	328
Purchased Services	14	14	117	100	356	449
Supplies & Materials	1	0	55	62	487	491
Chargebacks	0	0	0	0	0	0
Capital Expenditures	294	0	2,639	991	4,647	5,859
Debt Service	0	0	0	0	0	0
Other	0	0	4	0	8	8
Total Expenditures	436	136	3,360	1,704	6,639	7,949
		(300)		(1,656)		(97.2)
		(220.7)				
Transfers In (Out)	0	0	0	0	3,371	3,371
Operating Excess (Deficit)	(\$301)	\$7	(\$2,793)	(\$1,150)	\$106	(\$1,202)
		(4,403.7)		(\$1,643)		(142.9)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	\$0	\$0
<u>Revenues</u>								
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0
Interest	0	0	51.0	1	0	1,276.0	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	22	(100.0)	15	168	(153)	0	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	0	22	(99.3)	17	168	(152)	0	0
<u>Expenditures</u>								
Salaries	(3)	8	134.1	0	36	36	0	0
Benefits	(0)	2	121.7	2	12	10	0	0
Purchased Services	0	3	100.0	0	63	63	0	0
Supplies & Materials	0	1	100.0	0	55	55	0	0
Chargebacks	0	0	N/A	0	0	0	0	0
Capital Expenditures	0	407	100.0	2,071	1,479	(592)	1,547	2,070
Debt Service	0	0	100.0	0	0	0	0	0
Other	0	0	N/A	0	4	4	0	0
Total Expenditures	(3)	421	100.8	2,074	1,649	(425)	1,547	2,070
Transfers In (Out)	0	0	N/A	0	0	0	0	0
Operating Excess (Deficit)	\$3	(\$399)	100.8	(\$2,057)	(\$1,481)	(\$576)	(\$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	0	N/A	(521)	407	(228.0)	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	110	317	(65.3)	649	926	(29.9)	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	(3.9)	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	110	317	(65.3)	94,721	1,818	92,903	20,849	21,067
<u>Expenditures</u>								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	0	0
Purchased Services	0	0	N/A	0	0	N/A	0	0
Supplies & Materials	0	0	N/A	0	0	N/A	0	0
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	2	3	41.7	5,579	5,229	(6.7)	22,446	22,664
Other	0	0	N/A	0	0	N/A	0	0
Total Expenditures	2	3	41.7	5,579	5,229	(6.7)	22,446	22,664
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	\$108	\$314	(65.6)	\$89,142	(\$3,411)	\$92,553	(\$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	
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0	
Interest	3	4	(1)	5	6	(1)	16	16	
Tuition, Fees, Admissions	0	0	(32.3)	0	0	(1)	0	0	
Other Local Revenues	0	0	N/A	0	0	N/A	0	0	
State Sources	0	0	N/A	0	0	N/A	200	200	
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0	
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0	
Local Sales	0	0	N/A	0	0	N/A	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	
Total Revenues	3	4	(32.3)	5	6	(1)	216	216	
Expenditures									
Salaries	0	0	N/A	0	0	0	0	0	
Benefits	200	200	0.0	200	200	0	200	200	
Purchased Services	0	0	N/A	0	0	0	0	0	
Supplies & Materials	0	0	N/A	0	0	0	0	0	
Chargebacks	0	0	N/A	0	0	0	0	0	
Capital Expenditures	0	0	N/A	0	0	0	0	0	
Debt Service	0	0	N/A	0	0	0	0	0	
Other	0	0	N/A	0	0	0	0	0	
Total Expenditures	200	200	0.0	200	200	0	200	200	
Transfers In (Out)	0	0	N/A	0	0	0	0	0	
Operating Excess (Deficit)	(\$197)	(\$196)	(0.7)	(\$195)	(\$194)	(\$1)	\$16	\$16	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET			
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	81	79	2	2.4	491	503	(12)	(2.4)	825	825
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	81	79	2	2.4	491	503	(12)	(2.4)	825	825
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	55	46	(9)	(18.8)	268	267	(1)	(0.3)	700	700
Purchased Services	5	5	0	4.1	29	27	(2)	(6.0)	54	54
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	59	51	(8)	(16.5)	296	294	(2)	(0.8)	754	754
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$21	\$28	(\$7)	(23.3)	\$195	\$209	(\$14)	(6.9)	\$71	\$71

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance	%	FY2017	FY2016	Variance	%		
Levy	\$0	\$0	N/A	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	N/A	N/A	0	0	0	N/A	2	2
Tuition, Fees, Admissions	0	0	N/A	N/A	76	196	(120)	(61.0)	616	616
Other Local Revenues	0	0	N/A	N/A	32	50	(18)	(35.7)	263	263
State Sources	0	0	N/A	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	N/A	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	N/A	0	0	0	N/A	0	0
Local Sales	0	0	N/A	N/A	168	236	(68)	(28.7)	649	649
Sale of Bonds or Loans	0	0	N/A	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	N/A	N/A	277	482	(205)	(42.5)	1,529	1,529
<u>Expenditures</u>										
Salaries	0	0	N/A	N/A	0	0	0	N/A	0	0
Benefits	0	0	N/A	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	N/A	N/A	85	143	58	40.5	889	889
Supplies & Materials	0	0	N/A	N/A	137	179	42	23.7	622	622
Chargebacks	0	0	N/A	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	N/A	0	0	0	N/A	0	0
Debt Service	0	0	N/A	N/A	0	0	0	N/A	0	0
Other	0	0	N/A	N/A	7	13	6	47.3	19	19
Total Expenditures	0	0	N/A	N/A	228	335	107	31.8	1,529	1,529
Transfers In (Out)	0	0	N/A	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	N/A	N/A	\$49	\$147	(\$98)	(67.0)	\$0	\$0

BALANCE SHEET

ASSETS	12/31/16	06/30/16	12/31/15	FUND BALANCES		
				12/31/16	06/30/16	12/31/15
Cash / Investments	\$163,889	\$75,303	\$77,417	Reserved for:		
Taxes & Credits Receivable	4,037	21,123	4,134	\$0	\$0	\$0
Accounts / Interest Receivable	820	790	(794)	186	186	184
Due from Other Funds	0	280	208	99	99	103
Due from Other MN Districts	23	1,337	1,211	0	0	103
Due From MDE	8,435	8,722	7,585	148	148	185
Due From Federal thru MDE	1,253	3,056	130	0	0	0
Due From Federal - Direct	14	84	130	0	0	0
Due from Other Governments	186	186	184	0	0	0
Inventory	47	99	95	0	0	0
Prepays				276	276	268
Total Assets	\$178,705	\$111,743	\$90,300	694	694	534
				322	322	254
				0	0	0
				2,070	2,070	3,734
				1,059	1,059	1,864
				30	30	46
				46,315	46,315	47,259
				1,713	1,908	1,621
				0	0	0
				0	0	0
				414	414	435
				1,071	1,071	837
				255	255	155
				0	0	0
				0	0	0
				89,778	6,669	(2,397)
Total Liabilities	\$34,275	\$50,228	\$35,115			
				\$144,430	\$61,515	\$55,185
				\$178,704	\$111,743	\$90,300

BALANCE SHEET

ASSETS	12/31/16	06/30/16	12/31/15	FUND BALANCES	12/31/16	06/30/16	12/31/15
Cash / Investments	\$13,426	\$8,180	\$17,159	Reserved for:			
Taxes & Credits Receivable	(7,791)	9,296	(8,244)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	117	102	(960)	Nonspendable Inventory	84	84	90
Due from Other Funds	0	0	208	Nonspendable Prepays	89	89	94
Due from Other MN Districts	0	1,314	1,211	Staff Development	-	-	103
Due From MDE	8,036	8,073	7,182	Teacher Dev & Eval	148	148	185
Due From Federal thru MDE	1,246	2,914	0	Basic skills	0	0	0
Due From Federal - Direct	0	68	0	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
Prepays	47	89	92	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$15,179</u>	<u>\$30,205</u>	<u>\$16,868</u>	Community Education	0	0	0
				Community Services	0	0	0
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	0	0	0
				Escrow Account	0	0	0
				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	2,796	3,060	4,391
Total Liabilities	<u>\$11,393</u>	<u>\$26,155</u>	<u>\$11,415</u>	Total Fund Balance	<u>\$3,786</u>	<u>\$4,050</u>	<u>\$5,453</u>
				Liabilities & Fund Balance	<u>\$15,179</u>	<u>\$30,205</u>	<u>\$16,868</u>

BALANCE SHEET

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

	12/31/16	06/30/16	12/31/15	FUND BALANCES	12/31/16	06/30/16	12/31/15
ASSETS							
Cash / Investments	\$727	\$854	\$826	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	4	10	4	Nonspendable Inventory	102	102	94
Due from Other Funds	0	0	0	Nonspendable Prepaids	1	1	1
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	61	130	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	102	102	94	Gifted and Talented	0	0	0
Prepaids	0	1	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$833	\$1,027	\$1,054	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES							
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Operating Capital	0	0	0
Accrued Interest Payable	0	0	0	Facilities	0	0	0
Salaries Payable	116	48	107	Alternative facilities	0	0	0
Accounts Payable	1	78	7	Restricted Programs	0	0	0
Due to Other Funds	0	0	0	Escrow Account	0	0	0
Due to Other MN Districts	0	0	0	Endowment	0	0	0
Due to Other Governments	0	0	0	Encumbrances	0	0	0
Claims Payable	0	0	0	Designated for:			
Deferred Revenue	0	0	0	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	612	798	845
Total Liabilities	\$118	\$126	\$114	Total Fund Balance	\$715	\$901	\$940
				Liabilities & Fund Balance	\$833	\$1,027	\$1,054

BALANCE SHEET

December 16

Transportation Fund

ASSETS	12/31/16	06/30/16	12/31/15	FUND BALANCES	12/31/16	06/30/16	12/31/15
Cash / Investments				Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	132	89	10	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	2	2	2
Due from Other MN Districts	23	23	0	Staff Development	0	0	0
Due From MDE	23	23	31	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	2	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$2,613)	(\$1,991)	(\$3,374)	Community Education	0	0	0
	<u>(\$2,434)</u>	<u>(\$1,853)</u>	<u>(\$3,333)</u>	Community Services	0	0	0
				Operating Capital	0	0	0
LIABILITIES				Facilities	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Alternative facilities	0	0	0
Accrued Interest Payable	0	0	0	Restricted Programs	0	0	0
Salaries Payable	242	55	230	Escrow Account	0	0	0
Accounts Payable	12	99	1	Endowment	0	0	0
Due to Other Funds	0	0	0	Encumbrances	0	0	0
Due to Other MN Districts	0	0	0	Designated for:			
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	(2,690)	(2,010)	(3,566)
Taxes Levied for Subsequent Yr.	0	0	0				
Property tax shift	0	0	0	Total Fund Balance	<u>(\$2,688)</u>	<u>(\$2,008)</u>	<u>(\$3,564)</u>
Total Liabilities	\$254	\$155	\$231				
				Liabilities & Fund Balance	<u>(\$2,434)</u>	<u>(\$1,853)</u>	<u>(\$3,333)</u>

BALANCE SHEET

ASSETS	12/31/16	06/30/16	12/31/15	FUND BALANCES			
	\$1,694	\$1,385	\$1,572	Reserved for:	12/31/16	06/30/16	12/31/15
Cash / Investments	595	595	636	Severance	\$0	\$0	\$0
Taxes & Credits Receivable	6	28	3	Nonspendable Inventory	0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Prepaids	7	7	6
Due from Other Funds	0	0	0	Staff development	0	0	0
Due from Other MN Districts	151	400	143	Reemployment comp	0	0	0
Due From MDE	7	81	0	Basic skills	0	0	0
Due From Federal thru MDE	0	694	0	Learning development	0	0	0
Due From Federal - Direct	0	0	0	Desegregation	0	0	0
Due from Other Governments	0	0	0	Gifted and Talented	0	0	0
Inventory	0	7	3	Pupil Transportation Safety	0	0	0
Prepaids	0	0	0	ECFE	276	276	268
Total Assets	\$2,452	\$3,190	\$2,357	Community Education	694	694	534
				Community Services	322	322	254
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	30	30	46
				Escrow Account	0	0	0
				Endowment	0	0	0
				Encumbrances	0	0	0
				Designated for:			
				Textbooks	0	0	0
				Operating Capital	0	0	0
				Undesignated	(295)	0	(426)
				Total Fund Balance	\$1,033	\$1,329	\$682
Total Liabilities	\$1,419	\$1,862	\$1,675				
				Liabilities & Fund Balance	\$2,452	\$3,190	\$2,357

BALANCE SHEET

ASSETS	12/31/16	06/30/16	12/31/15	FUND BALANCES	12/31/16	06/30/16	12/31/15
Cash / Investments	(\$2,721)	\$139	(\$2,375)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	(3)	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	(\$2,721)	\$139	(\$2,375)	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	88	53	81	Restricted Programs	0	0	0
Accounts Payable	7	108	4	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	(3,887)	(1,094)	(3,300)
Total Liabilities	\$95	\$161	\$85	Total Fund Balance	(\$2,816)	(\$23)	(\$2,463)
				Liabilities & Fund Balance	(\$2,721)	\$139	(\$2,375)

BALANCE SHEET

ASSETS	12/31/16	06/30/16	12/31/15	FUND BALANCES	12/31/16	06/30/16	12/31/15
Cash / Investments	\$1,058	\$3,694	\$4,158	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	<u>\$1,075</u>	<u>\$3,711</u>	<u>\$4,175</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	2,070	2,070	3,734
Accrued Interest Payable	0	0	0	Alternative facilities	1,059	1,059	1,864
Salaries Payable	1	5	5	Restricted Programs	0	0	0
Accounts Payable	3	577	53	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	(2,057)	0	(1,481)
Taxes Levied for Subsequent Yr.	0	0	0	Total Fund Balance	<u>\$1,072</u>	<u>\$3,129</u>	<u>\$4,117</u>
Property tax shift	0	0	0				
Total Liabilities	<u>\$3</u>	<u>\$583</u>	<u>\$58</u>	Liabilities & Fund Balance	<u>\$1,075</u>	<u>\$3,711</u>	<u>\$4,175</u>

BALANCE SHEET

December 16

Debt Service Fund

	12/31/16	06/30/16	12/31/15	FUND BALANCES		
ASSETS				12/31/16	06/30/16	12/31/15
Cash / Investments	\$149,154	\$60,012	\$56,303			
Taxes & Credits Receivable	11,233	11,233	11,742	\$0	\$0	\$0
Accounts / Interest Receivable	558	558	128			
Due from Other Funds	0	0	0			
Due from Other MN Districts	0	0	0			
Due From MDE	209	209	212			
Due From Federal thru MDE	0	0	0			
Due From Federal - Direct	0	0	0			
Due from Other Governments	0	0	0			
Inventory	0	0	0			
Prepays	0	0	0			
Total Assets	\$161,154	\$72,011	\$68,385			
LIABILITIES						
Tax and Aid Anticipation Payable	\$0	\$0	\$0			
Accrued Interest Payable	0	0	0			
Salaries Payable	0	0	0			
Accounts Payable	0	0	2			
Due to Other Funds	0	0	0			
Due to Other MN Districts	0	0	0			
Due to Other Governments	0	0	0			
Claims Payable	0	0	0			
Deferred Revenue	0	0	0			
Taxes Levied for Subsequent Yr.	20,993	20,993	21,535			
Property tax shift	0	0	0			
Total Liabilities	\$20,993	\$20,993	\$21,537			
				Reserve for:		
Severance				\$0	\$0	\$0
Nonspendable Inventory				0	0	0
Nonspendable Prepays				0	0	0
Staff Development				0	0	0
Reemployment comp				0	0	0
Basic skills				0	0	0
Learning development				0	0	0
Desegregation				0	0	0
Gifted and Talented				0	0	0
Pupil Transportation Safety				0	0	0
ECFE				0	0	0
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
Bond Refundings				46,315	46,315	47,259
Encumbrances				0	0	0
Designated for:						
Textbooks				0	0	0
Operating Capital				0	0	0
Undesignated				93,846	4,704	(411)
Total Fund Balance	\$140,161	\$51,019	\$46,848			
				Liabilities & Fund Balance		
	\$161,154	\$72,011	\$68,385			

BALANCE SHEET

ASSETS	12/31/16	06/30/16	12/31/15	FUND BALANCES	12/31/16	06/30/16	12/31/15
Cash / Investments	\$326	\$326	\$264	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	1	1	20	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	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
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$328	\$327	\$284	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:			
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	328	133	284
Property tax shift	0	0	0	Total Fund Balance	\$328	\$133	\$284
Total Liabilities	\$0	\$194	\$0				
				Liabilities & Fund Balance	\$328	\$327	\$284

BALANCE SHEET

ASSETS	12/31/16	06/30/16	12/31/15	FUND BALANCES		
	\$1,126	\$1,078	\$1,267	12/31/16	06/30/16	12/31/15
Cash / Investments	\$1,126	\$1,078	\$1,267			
Taxes & Credits Receivable	0	0	0	Reserved for:		
Accounts / Interest Receivable	0	0	0	Severance	\$0	\$0
Due from Other Funds	0	0	0	Nonspendable Inventory	0	0
Due from Other MN Districts	0	0	0	Nonspendable Prepays	0	0
Due From MDE	0	0	0	Staff Development	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0
Due From Federal - Direct	0	0	0	Basic skills	0	0
Due from Other Governments	0	0	0	Learning development	0	0
Inventory	0	0	0	Desegregation	0	0
Prepays	0	0	0	Gifted and Talented	0	0
				Pupil Transportation Safety	0	0
				ECFE	0	0
Total Assets	\$1,126	\$1,078	\$1,267	Community Education	0	0
				Community Services	0	0
LIABILITIES				Operating Capital	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0
Accounts Payable	0	0	0	Escrow Account	0	0
Due to Other Funds	0	0	0	Endowment	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0
Due to Other Governments	0	0	0	Designated for:		
Claims Payable	0	0	0	Textbooks	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,126	1,267
Property tax shift	0	0	0		1,078	1,267
Total Liabilities	\$0	\$0	\$0	Total Fund Balance	\$1,126	\$1,267
					\$1,078	\$1,267
				Liabilities & Fund Balance	\$1,126	\$1,267

**ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 12/31/2016**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
12/02/2016	V106466	CITISTREET FOR MSRS	119,122.97
12/02/2016	V79764	DULUTH FEDERATION OF TEA	34,255.07
12/02/2016	V107231	DULUTH TEACHERS CREDIT	7,486.61
12/02/2016	V106637	EBC - FLEX EFT	10,002.87
12/02/2016	V106636	EBC - TSA EFT	67,380.72
12/02/2016	V79771	EDUCATION MN CLERICAL EFT	1,365.79
12/02/2016	V102915	FEDERAL 941 PR TAXES	605,670.11
12/02/2016	V108066	MG TRUST	129,174.33
12/02/2016	V05173	MN CHILD SUPPORT EFT	1,578.10
12/02/2016	V108320	MN DEPT OF REVENUE EFT	1,321.75
12/02/2016	V102916	MN STATE PR TAXES	97,590.40
12/02/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	101,325.69
12/02/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	261,586.76
12/02/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,575,881.19
12/16/2016	V106466	CITISTREET FOR MSRS	24,158.61
12/16/2016	V79764	DULUTH FEDERATION OF TEA	34,156.17
12/16/2016	V107231	DULUTH TEACHERS CREDIT	7,469.00
12/16/2016	V106637	EBC - FLEX EFT	11,321.01
12/16/2016	V106636	EBC - TSA EFT	68,009.93
12/16/2016	V79771	EDUCATION MN CLERICAL EFT	1,366.61
12/16/2016	V102915	FEDERAL 941 PR TAXES	607,713.46
12/16/2016	V108066	MG TRUST	133,090.93
12/16/2016	V05173	MN CHILD SUPPORT EFT	1,578.10
12/16/2016	V108320	MN DEPT OF REVENUE EFT	1,562.94
12/16/2016	V102916	MN STATE PR TAXES	98,370.99
12/16/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	100,532.76
12/16/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	264,201.58
12/16/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,598,514.18
12/21/2016	V06645	MEDICA HEALTH PLAN (EFT)	182,137.80
12/21/2016	V106638	PEIP - HLTH EFT	1,283,683.16
12/21/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	59,424.39
12/21/2016	V104923	HARRIS BANK	35,560.58
12/21/2016	V05246	MN UI FUND EFT	22,849.41
12/30/2016	V79764	DULUTH FEDERATION OF TEA	34,217.19
12/30/2016	V106637	EBC - FLEX EFT	737.42
12/30/2016	V106636	EBC - TSA EFT	4,339.47
12/30/2016	V79771	EDUCATION MN CLERICAL EFT	1,366.20
12/30/2016	V102915	FEDERAL 941 PR TAXES	641,349.19
12/30/2016	V108066	MG TRUST	37,831.14
12/30/2016	V05173	MN CHILD SUPPORT EFT	1,578.10
12/30/2016	V108320	MN DEPT OF REVENUE EFT	696.98
12/30/2016	V102916	MN STATE PR TAXES	107,315.07
12/30/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	99,409.20
12/30/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	263,640.98

**ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 12/31/2016**

CHECK DATE
12/30/2016

VENDOR ID
V79704

DESCRIPTION
U S BANK - PY DIRECT DEPOSIT

MSDLFA
1,700,586.77
10,442,511.68

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

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

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
12/1	MN Trust Term Series	PMA	01/26/17	0.67%	\$ 1,500,000.00

Total Purchases \$ **1,500,000.00**

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
12/19	Choice Finl Grafton ND	MBS	12/19/16	0.50%	\$ 249,000.00
12/22	Yadkin Bk Statesville NC	MBS	12/22/16	0.50%	249,000.00
12/29	Pacific City Los Angeles CA	MBS	12/29/16	0.45%	249,000.00
12/30	MBank Manistique MI	MBS	12/30/16	0.60%	249,000.00
12/16	Federal Home Ln Banks	MBS	12/16/16	0.45%	1,120,000.00

Total Maturities \$ **2,116,000.00**

Other items:

Add:	Money Market Funds Interest (December)	\$ 46.80
	Beginning Value Adjustment	0.00
	Other Interest/Cash Balance on Account (Reverse)	0.00

Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment-Adjust for Cost Basis	(31,472.00)

Total Other \$ **(31,425.20)**

Ending Investment Balance (December 31, 2016) \$ **16,532,414.84**

Note: Ending Investment Balance as of December 31, 2015 was \$ 20,022,855.88

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

Grade Levels	Feb Enrollment Progression <i>to PU</i>				Projected APU	FINAL EOY
	Projected PU	PUW				APU 1516
KG	547.00	0.998017247	545.92	1.00	545.92	555.82
HK	58.00	1.008819304	58.51	1.00	58.51	81.92
Gr 1-3	1938.00	0.993277686	1924.97	1.00	1924.97	1927.37
Gr 4-6	1752.80	0.984764893	1726.10	1.00	1726.10	1744.57
Gr 7-8	1161.84	0.970370001	1127.41	1.20	1352.90	1323.83
Gr 9-12	2732.75	0.935040509	2555.23	1.20	3066.28	3138.15
Sub-Total	8190.39				8674.67	8771.66
Other APU Generators						
	Feb Enrollment Progression <i>to PU</i>				Projected APU	
Early Childhood	219	0.377578582	82.69	1.00	82.69	86.97
Early Childhood Details	Final Count	Feb 1 Count	Final PU			
13-14	368	225	83.09			
14-15	371	231	93.34			
15-16	367	241	86.97			
16-17*		219	82.69			
Resident Tuition**						
Resident Tuition Details	Total APU				34.88	
13-14	36.47					
14-15	32.90					
15-16	35.28					
16-17*	34.88					
ALC						
ALC Details	Total APU				258.79	
13-14	237.86					
14-15	278.11					
15-16	260.40					
16-17*	258.79					
Projected Total APU					8757.36	8858.63
Budgeted APU					8778.60	
Net					-21.24	

* Projected

** Included in Grade level projections

Fundraisers for January 2017

School	Organization	Function
Congdon	Lego Robotics	% of food sales @ Chipolte
Denfeld	Robotics	Reimbursed a % of sales that day
Lester Park	school-wide	Box Tops
Lester Park ECFE	ECFE	Bake Sale
Ordean-East	School wide - Phy Ed	Box Tops
Piedmont ECFE	ECFE	Betty Pies
Washington ECFE	ECFE	Chipotle

8030 SCHOOL BOARD MEMBER COMPENSATION

School Board members shall be compensated for School Board work. Compensation shall be a stipend of \$630.00 per month, to a maximum of \$7,560.00 (excluding negotiations) during one (1) calendar year. The Chairperson, however, shall receive an additional \$52.50 per month for discharging the duties of his/her office. The maximum compensation for the chairperson shall not exceed \$8,190.00 (excluding negotiations) during one (1) calendar year. This policy shall be **effective January 1, 2008, and** reviewed **annually** in January **of odd numbered years**.

Board compensation is the stipend for all Board related activities, including committee assignments.

Board members shall not accept additional compensation from any source for Board related activities.

Adopted: 02-10-1981 ISD 709

Revised: 07-10-1984

03-08-1988

03-10-1992

01-09-1995

06-20-1995

03-18-1997

02-28-2006

06-20-2006

02-28-2007

02-26-2008

01-22-2013

01-21-2014

Reviewed: 01-20-2015 ISD 709

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	Essentia Health Surgical Services	\$250.00	No
Congdon	Wendy's	In kind	No
Denfeld	Northland Foundation	\$500.00	Robotics
Denfeld	Swain Cross-Country Inc.	\$850.00	Cross Country
Denfeld	The Bon Ton Stores Inc./Younkers	\$439.81	Key Club
Denfeld	On behalf of the William C. Hoch Jr. Fund	\$1,000.00	Softball Equipment and road trips
Denfeld	Aaron Gelineau	\$40.00	Skills USA Program
Denfeld	Saint Ann's Home	\$50.00	Choir Music Trip Donation
Denfeld	Faith Haven Incorporated	\$100.00	Choir Chicago Trip
Denfeld	Donald Syring III	\$150.00	Choir Chicago Trip
Denfeld	Carol Anderson	\$100.00	Choir Chicago Trip
Denfeld	Elim Lutheran Church Women	\$200.00	Choir Chicago Trip
Denfeld	City of Duluth	\$250.00	Choir Chicago Trip
East	Hermantown Community Church	\$150.00	Choralaires
East	Greater Downtown Council	\$50.00	Choralaires
East	Boys & Girls Clubs of the Northland	\$120.00	Choralaires
East	Lakeview Covenant Church	\$175.00	Choralaires
East	McGolrick General Assembly	\$200.00	Choralaires
East	AAUW-Duluth Branch, Dorthy Anway	\$100.00	Choralaires

SCHOOL	DONOR	AMOUNT	RESTRICTION
HOCHS Curriculum	Carolyn Zanko	In Kind	Laura MacArthur
HOCHS Curriculum CTE	Robert Morris	In Kind	Automotive program
HOCHS Supt Office	Scott Consulting Partners, LLC	\$100.00	Teacher Home Visit Program
Homecroft	Midwest Coin Concepts of Wisconsin, Inc.	\$463.50	Wolf Ridge
Homecroft	Timothy & Michelle Balthazor	\$45.50	Wolf Ridge
Homecroft	William/Anne Leino	\$20.00	Wolf Ridge
Homecroft	Steven/Kim Elliott	\$100.00	Wolf Ridge
Homecroft	Joseph/Erin Warner	\$20.00	Wolf Ridge
Laura MacArthur	Rotary Club No. 25 of Duluth	\$900.00	Mrs. Peck - Prairie Fire Theater
Laura MacArthur	Rotary Club of Duluth Harbortown	\$750.00	Mrs. Peck - Prairie Fire Theater
Laura MacArthur	Autism Association of Northern MN	\$300.00	Allison Hoffbauer-supplies for special needs children
Laura MacArthur	Community members at McTeacher Night	\$93.94	FAC shirts
Laura MacArthur	Duluth Grill	\$500.00	Mrs. Peck - Prairie Fire Theater
Laura MacArthur	David & Kelly Bolgrien	\$100.00	Family Engagement
Laura MacArthur	Irving Community Association	\$1,500.00	Mrs. Peck - Prairie Fire Theatre
Lester Park	Osmundson Family	\$20.00	No
Lester Park	Shannon Stroschein	\$20.00	No
Lester Park	Forsell Family	\$25.00	No
Lincoln Park	Super One	\$25.00	Health Fair
Lincoln Park	Anytime Fitness	\$200.00	Health Fair
Lincoln Park	Target	\$25.00	Health Fair
Lincoln Park	Stewarts Bike and Sports	\$25.00	Health Fair
Lincoln Park	Kwik Trip	\$25.00	Health Fair
Lincoln Park	McDonalds	In kind	Health Fair

SCHOOL	DONOR	AMOUNT	RESTRICTION
Lincoln Park	Taco Johns	In kind	Health Fair
Lincoln Park	Sammy's	In kind	Health Fair
Lincoln Park	Holiday	\$50.00	Health Fair
Lincoln Park	Dominos	In kind	Health Fair
Lincoln Park	Chipotle	In kind	Health Fair
Lincoln Park	Skyline	\$85.00	Health Fair
Lincoln Park	Marcus Theatres	In kind	Health Fair
Lincoln Park	Grandma's Restaurant Company	\$50.00	Health Fair
Lincoln Park	Super One Foods	\$25.00	Health Fair
Lincoln Park	Duluth Grill	\$25.00	Health Fair
Lincoln Park	Duluth Grill	\$29.90	Health Fair
Lincoln Park	Olive Garden	\$514.24	Health Fair/Family Fun Night
	Total	\$10,761.89	

RESOLUTION

Authorized Bank Account Signer – January 2017

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
HOCHS	DTCU	XXX23	Douglas Hasler	William Hanson

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
January 2017**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of January 2017:

Name	Amount	Source	Description
Dr. Angela Broeker	\$850.00	Curriculum	Workshops for regional choir teachers
Jay Broeker	\$475.00	Curriculum	Workshops for regional music teachers
Julian Kitto	\$500.00	Curriculum	Ojibwe style dancing at powwows
Dr. Dave Schmalenberger	\$450.00	Curriculum	Workshops for regional band leaders
Together for Youth – Lutheran Social Services	\$500.00	Curriculum	Presenter at Staff Development day
Jenna Udenberg	\$150.00	Curriculum	Workshop for regional music teachers
LaVenda Vann	\$1,300.00	Curriculum	Workshops for Duluth East Leading Ladies (DELL)
Architectural Resources, Inc	\$10,000.00	Facilities	Phase I professional services
City of Duluth	\$10,000.00	Facilities	East High School crosswalk installation
Brigitte Eckwood	\$1,100.00	Office of Education Equity	Workshops and presentations for Drill Team
Larry Smallwood	\$1,200.00	Office of Education Equity	Ojibwe storytelling sessions
Jonathan Thunder	\$5,000.00	Office of Education Equity	Provide services as artist illustrator for literacy materials at Lowell
Congdon Creek Preschool	\$1,710.00	Special Services	Preschool planning as required by IEP
Emily Engel	\$6,000.00	Special Services	Deaf hard of hearing interpreter services
Lakeview Montessori	\$896.00	Special Services	Preschool planning as required by IEP
Little Treasures	\$1,806.00	Special Services	Preschool planning as required by IEP
University Nursery School-Harbor Highlands	\$3,060.00	Special Services	Preschool planning as required by IEP
University of Minnesota	\$3,000.00	Special Services	PRESS workshop/presentation
Manpower	\$16,924.80	Technology	Computer support
Manpower	\$24,000.00	Technology	Computer programmer
Spirit of the Lake Community School	\$4,000.00	Transportation	Transportation reimbursement

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December , 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Angela Broeker , 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 22, 2016 , and shall remain in effect until January 21, 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.** Dr. Angela Broeker will plan, prep and present two, one-hour workshop sessions for regional choir teachers on January 21, 2017 at East High School. Presentation fee and expenses will be paid from the NE MN Regional Perpich Grant funds.
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 \$ 850.00 (\$450.00 - presenter fee, \$200.00 -hotel, \$175.00 - mileage, \$25.00 - meals___). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

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

711 Wilder St. S., St. Paul, MN 55116

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.

Angela Brooks _____ 1/3/16
Contractor Signature SSN/Tax ID Number Date

AKemik _____
Date
12/22/16

William D. [Signature] _____
Program Director Date
1/5/17

Douglas A. [Signature] _____
Director of Curriculum and Instruction Date
1/2/17
[Signature] _____
CFO/Director of Business Services/Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jay Broeker, 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 22, 2016, and shall remain in effect until January 21, 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.** Jay Broeker will plan, prep and present two, one-hour workshop sessions for regional elementary/general music teachers on January 21, 2017 at East High School. Presentation fee and expenses will be paid from the NE MN Regional Perpich Grant funds.
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 \$ 475.00 (\$450 -presenter fee, \$25 - meal(s)). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

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

711 Wilder Street S Saint Paul MN 55116

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.

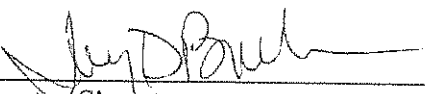
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

		9 Jan 2017
Contractor Signature	SSN/Tax ID Number	Date

	12/22/16
Program Director	Date

	1/18/17
Director of Curriculum and Instruction	Date

	1/23/17
CFO/Director of Business Services/Superintendent of Schools	Date

AGREEMENT

THIS AGREEMENT, made and entered into this day of January 16, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Julian Kitto, 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 16, 2017 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 a culturally based performance of Ojibwe style dancing and other dances and customs present at powwows. The purpose of this cultural presentation is to provide an understanding for the school of the dancers / dances and significance of the powwow in American Indian Culture for DPS students through the American Indian Education Department. Fee for cultural presentation will be \$50:00 (Fifty Dollars) per person / per session.
3. **Background Check .** (Applies to contractors working independent with students)

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Julian Kitto
3 Sunrise Dr. Cloquet MN, 55720

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.

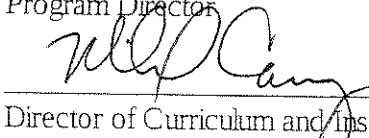
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Contractor Signature _____ SSN/ Tax Identification Number _____

1/19/17
Date

E. Howes
Program Director _____

1/20/17
Date


Director of Curriculum and Instruction _____

1/26/17
Date


Director of Business Service / Superintendent of Schools _____

1/26/17
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Dave Schmalenberger, 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 18, 2017 and shall remain in effect until January 28, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Dr. Dave Schmalenberger will plan, prepare and present two sessions at a NE MN Regional Perpich Grant Band workshop on Saturday, January 28, 2017. Session description and cost information is attached to this contract.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ \$450.00 (\$400.00 - presenter fees and \$50 - mileage compensation paid from the NE MN Regional Perpich Grant). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Carl Schneider _____ 1-26-17
Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 1/18/17
Program Director Date

Phil [Signature] _____ 1/26/17
Director of Curriculum and Instruction Date

Douglas A. Hark _____ 1/26/17
CIO/Director of Business Services/Superintendent of Schools Date

January 9, 2017

Blake Peterson
c/o Perpich Center for the Arts Regional Grant Committee for North Eastern Minnesota

To Whom It May Concern:

On Saturday, January 28th, I agree to present two 1-hour workshops for the North Eastern Minnesota "in service" session. The focus of these sessions will be:

- 1) to lead a discussion about traditional West African Drumming and how to use it in the Drumming Ensemble/General Music setting for 6-12 graders.
- 2) percussion basics and general information that band directors should know (i.e. percussion technique "brush-up").

I will bring the appropriate African drums, bells, and rattles for a hands-on demonstration of West African drumming grooves. I will also bring auxiliary Band/Orchestra percussion instruments and implements (i.e. smaller instruments that may not be available on-site) to demonstrate various techniques and concepts.

It is understood that these two sessions will occur sometime between 8:30 a.m. and 1:00 p.m. on January 28th.

Compensation:

- \$200 for the African workshop/discussion
- \$200 for the "percussion basics" workshop/clinic
- \$50 for mileage/travel time
- lunch provided on-site

Thank you very much.



Dr. David Schmalenberger
david.schmalenberger@mccaullysmith.edu

1-9-17
January 9, 2017

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Together for Youth, Lutheran Social Services (LSS) of Minnesota, 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 January 27, 2017, and shall remain in effect until January 27, 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 training on the topic of Gender Identity and Gender Expression for Duluth Public Schools District Staff as part of a Staff Development Day opportunity on January 27th, 2017. This opportunity will be for three (3) presentations, 120 minutes each, and will be at the following locations and times:

7:30 am - 9:30 am, Lincoln Park Middle School, 3215 W 3rd St, Duluth, MN

10:15 am - 12:15 am, Denfeld High School, 401 North 44th Avenue West, Duluth, MN

1:30 pm - 3:30 pm, East High School, 301 N 40th Ave E, Duluth, MN

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$500 (five hundred and 00/100) for all three presentations. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.**

Contractor must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

5. **Propriety of Expenses.**

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

construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. Relationship.

It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. Notices.

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of : Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Kathy Hermes, Lutheran Social Services of MN, 424 West Superior Street, Suite 204, Duluth MN 55802.

9. Assignment.

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

10. Governing Laws.

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

11. Entire Agreement.

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

12. Cancellation.

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

13. Data Practices.

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

14. Insurance. (If applicable)

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

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

Workers' Compensation Insurance:

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

Commercial General Liability:

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

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

Kathy Hermes 1-13-17
Kathy Hermes, Together for Youth, Program Coordinator LSS Date

SSN/Tax Identification Number
Ron Lake 1-11-17
Ron Lake, Climate Coordinator Date

Michael Cary 1/18/17
Dr. Michael Cary, Director of Curriculum and Instruction Date

Joseph A. Harlan 1/23/17
Director of Business Services/Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of January , 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Jenna Udenberg , 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 1/10/17 , and shall remain in effect until 1/21/17 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (insert programs or services to be performed by contractor)
Jenna Udenberg will plan, prepare and present one workshop session on Saturday, January 21, 2017 at East High School. The session will provide training to regional music teachers in Technology Integration & Curriculum for the NE MN regional Perpich Grant.
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 \$ 150.00 (\$125.00-session presenter & \$25 mileage) paid from the NE MN Regional Perpich Grant. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any

such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail _____ (mailing address including Zip Code) 505 1st Ave Apt 205

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.

Jenna Uduberg _____ 1/18/17
Contractor Signature SSN/Tax ID Number Date

D. Kenick

Program Director 1/10/17
Date

[Signature] _____ 1/18/17
Director of Curriculum and Instruction Date

[Signature] _____ 1/23/17
CFO/Director of Business Services/Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and LaVenda Vann , 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 February 6th, 2017, and shall remain in effect until May 26th, 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.** Duluth East Leading Ladies Mentoring Program at (East High School) Duluth East Leading Ladies (DELL) is an empowerment/mentoring session provided for high school girls at East. The unique program utilizes a group mentoring model. The activities range from workshops and focus groups to social and cultural field trips. The workshops focus on five main areas: 1. Positive Self Identity and Self Esteem 2. Personal Vision and Goals 3. Social and Emotional Skills 4. Moral Character 5. Academic Success and Work Ethic. The contractor will provide DELL for female students ages 13-18 during lunch periods each day (30-minute sessions) and as a weekly after-school program (1-hour sessions). Overall goals are to increase high school graduation and college acceptance, increase career preparation readiness, improve overall attendance, reduce high school pregnancy and suspension rates. The framework is built around the research-based 40 developmental assets curriculum such as Empowerment, Boundaries and Expectations, Constructive Use of Time, Commitment to learning, Positive Values, Social Competencies, and Positive Identity.

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 at \$15.00/hour for a maximum of 6 hours/week for 14 weeks of services for performing said obligations up to a sum not to exceed \$1,300.00 (Thirteen-hundred and no/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: LaVenda Vann 309 East 6th street Duluth, Mn 55805 Phone: (218) 340-6696

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.

J. Venola Van _____ 1-13-17
Contractor Signature SSN/ Tax Identification Number Date

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

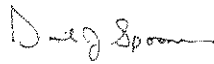
Will Howard _____ 1/18/17
Program Director Date

Phil O'Leary _____ 1/18/17
Director of Curriculum and Instruction Date

Joseph C. Hahn _____ 1/23/17
Director of Business Service / Superintendent of Schools Date

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: January 16, 2017

Re: ARI Proposal #16-153 Phase 1 Professional Services - Rockridge School Renovation

Attached are two copies of an Agreement with Architectural Resources Inc, to perform work as defined in Phase 1 of the attached proposal, performing the following:

- Prepare Facility Space Program for Reutilization of Rockridge School.
- Determine Existing Facility Conditions.
- Review Codes and Rules for Planned Use.
- Develop Project to the Schematic Design Phase (SD).

Phase 1 fees are based on an hourly rate not to exceed basis. Should this project proceed to Phase 2, the District will then proceed to negotiate with ARI a lump sum or percentage based contract.

Recommendation:

I am recommending that the Director of Business Services enter into an agreement with ARI to perform the work scope as defined in Phase 1 of the attached proposal on an hourly fee basis not to exceed \$10,000.

Attachments



January 13, 2017

Mr. Dave Spooner
Duluth School District ISD #709
215 N 1st Avenue East
Duluth, MN 55802

**Professional Services Proposal
Rockridge School Renovation
ARI Project #16-153**

Dave:

Architectural Resources, Inc. (ARI) is pleased to submit the following proposal for Architectural and Engineering Services for the Rockridge School Renovation located at 4849 Ivanhoe St. in Duluth, Minnesota.

ARI's proposal is based upon our meeting at the ISD #709 District offices on January 5, 2017.

Project Understanding

- ISD #709 wishes to repurpose Rockridge Elementary to house the Woodland Hills Academy currently located at Cobb School.
- Current enrollment is approximately ninety-three (93) students in grades 9-12.
- Each class is approximately eight to nine (8-9) students of varying grade - classes grouped by house.
- ISD #709 wishes to minimize reconfiguration to optimize project spending.
- Facility to be licensed by the State of Minnesota as residential treatment and further definition to be provided by ISD #709 and Woodland Hills Academy - License may take up to six (6) months for approval.
- Facility intended to utilize a one-to-one technology model.
- Food service to be limited to warming kitchen only with offsite food preparation.
- Program would ideally be relocated to allow use in September 2017. Timeline may be unrealistic due to project scope and licensing timeline.
- ISD #709 has shared a facilities condition and needs report prepared in 2006 by Johnson Controls, Inc. with consultants. The report is to assist ARI in determining project scope and required repairs.
- In addition to facility issues identified in the facility report, site stormwater management should be reviewed and addressed.
- The facility has been vacant since 2011.
- ISD #709 has existing drawings which will be shared with ARI for our use.
- A project budget has not been determined but is to be defined as part of this project.

Proposed Scope of Work

- Prepare Facility Space Program
 - Meet with user groups to define space needs.
 - Understand student needs and educational delivery.
 - Determine required spatial adjacencies.

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

www.arimn.com

PROFESSIONAL SERVICES PROPOSAL

Rockridge School Renovation

ARI Project # 16-153

January 13, 2017

Page 2 of 3

67

- Identify licensing requirements
- Existing Facility Conditions
 - Review previous study and list prepared by ISD #709.
 - Visit facility and site to update the report and identify additional required maintenance/improvements.
 - Document findings.
- Codes and Rules
 - Review building, fire, electrical, HVAC and plumbing code requirements as they pertain to the project. No change in use is anticipated.
 - Review for accessibility deficiencies
 - Identify licensing requirements that pertain to the facility.
 - Prepare summary of findings.
- Schematic Design (SD)
 - Prepare up to three (3) graphic options (Floor Plans) identifying potential use of space and required upgrades for ISD #709 review.
 - Prepare itemized budget for options - identify items eligible for long-term facility maintenance funds.
 - Refine one (1) option for final Schematic Design approval.
 - Present SD to District Administration and staff if requested by ISD #709.
- ARI will conduct and document meeting to complete the scope as identified.

Proposed Fee

Phase I

ARI proposes to perform these services on an hourly basis with total compensation not to exceed \$10,000. ARI anticipates fee in the range of \$6,000 to \$8000 (six to eight thousand dollars) with fee per attached hourly rate schedule.

ARI's fee includes all expenses related to travel, meals, and reproduction.

The fee as outlined in this proposal is based on the project scope as indicated herein. If the project scope changes, we reserve the right to adjust our fees accordingly. Any changes in scope and fee would receive your review and approval prior to proceeding.

Phase II

Upon completion of the services in Phase I outlined in this proposal, at the request of ISD#709, ARI will negotiate a lump sum or percentage based contract to complete the project scope as defined during Phase I.

Please review this proposal and do not hesitate to call with any questions or if you require additional information.

Respectfully,

ARCHITECTURAL RESOURCES, INC.



ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

www.arimn.com

PROFESSIONAL SERVICES PROPOSAL

Rockridge School Renovation

ARI Project # 16-153

January 13, 2017

Page 3 of 3

Ryan Erspamer, Architect

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

www.arimn.com



Hourly Fee Schedule 2016

Senior Principal	\$180
Principal	\$160
Project Lead	\$140
Senior Engineer	\$115
Architect	\$115
Landscape Architect	\$115
Business Development Director	\$115
Technology Consultant	\$100
Certified Interior Designer	\$95
Senior Designer	\$95
Project Engineer	\$95
Construction Administrator	\$85
Business Manager	\$80
Designer	\$75
Marketing Director	\$70
Project Technician	\$60
Administrative Assistant	\$55

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8481

www.arimn.com

AGREEMENT

THIS AGREEMENT, made and entered into on the 16th day of January, 2017, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Architectural Resources Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 16, 2017 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Provide architectural and engineering services for the Rockridge School Renovation located at 4849 Ivanhoe St. in Duluth, Minnesota. Phase I services to be provided on an hourly basis with total compensation not to exceed \$10,000.00. Fee includes all expenses related to travel, meals and reproduction. Phase II services and fees will be negotiated at the completion of Phase I with either a lump sum or percentage based contract based on the determined project scope.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check.** N/A
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$10,000.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David J. Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Architectural Resources Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Douglas A. Hassler	Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
David J. Spooner	Manager of Facilities

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

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

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

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

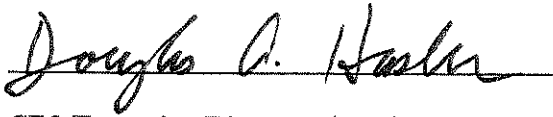
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

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

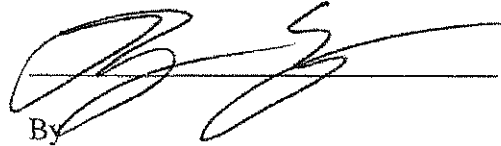
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



CFO/Executive Director of Business Services


By

ARCHITECT/PRINCIPAL

Title

41-0988307 FEDERAL
Taxpayer Identification Number

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner *Dave Spooner*
Manager of Facilities

Date: January 23, 2017

Re: City of Duluth RRFB Agreement – EHS Crosswalk Safety Improvements

Attached are two copies of an Agreement with the City of Duluth, to perform work as defined in the attached agreement:

The City of Duluth and ISD 709 have jointly reviewed, agreed, and determined that to address the unsafe crosswalk condition, both parties will jointly share and split equally in the costs to install a RRFB as per attached Agreement and Exhibits. The estimated cost to ISD 709 is approximately \$10,000.00.

Recommendation:

I am recommending that the Director of Business Services enter into an agreement with the City of Duluth to perform the work scope as defined in the attached Agreement and Exhibits.

Once this project is complete, the City of Duluth will provided certified costs incurred by the City of Duluth, and ISD 709 does agree to pay the City of Duluth within 20 days one half of the certified cost.

Attachments

**RRFB AGREEMENT
40TH AVENUE EAST & LUVERNE STREET
ISD 709**

THIS AGREEMENT, effective as of the date of attestation thereto by the City Clerk, by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, hereinafter referred to as "City" and INDEPENDENT SCHOOL DISTRICT No. 709, an independent school district under the laws of the State of Minnesota, hereinafter referred to as "709".

WHEREAS, 709 is the owner of certain property on the west side of 40th Avenue East between Superior Street and Lombard Street in the City of Duluth, County of St. Louis, State of Minnesota, which property is occupied by East High School, hereinafter referred to as the "High School Property" and

WHEREAS, 709 owns certain property located on the southeast corner of said 40th Avenue East and Luverne Street used by 709 for vehicular parking to serve the needs of East High School, hereinafter referred to as the "Parking Lot Property"; and

WHEREAS, 40th avenue East adjacent to the High School Property and the Parking Lot Property is a heavily-traveled local thoroughfare, especially during times coinciding with the opening and closing of the school day, during which times street traffic and school traffic poses a t hazard to pedestrian traffic crossing said street between the High School Property and the Parking Lot Property; and

WHEREAS, City and 709 have jointly reviewed said situation and determined that to address this condition said parties will cooperatively have a Rectangular Rapid Flashing Beacon, as described in and temporarily approved by the Federal Highway Administration's Memorandum IA-11 dated July 16, 2008, hereinafter referred to as an "RRFB", constructed and installed to enhance the existing crosswalk at that location, as shown and identified on Exhibit A attached hereto and made a part hereof; and

WHEREAS, City and 709 are willing to agree to each pay one-half of the cost of the construction and installation of the RRFB at that location; and

WHEREAS, City is willing to construct, install and maintain such improvements under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

Article I.

Definitions

The following terms and phrases shall have the meanings hereinafter ascribed to them:

- A. Engineer: shall mean the Duluth City Engineer or such other person as he or she may have designated from time to time in writing.
- B. Plans: shall mean the plans and specifications on file in the office of the Engineer for the Project.
- C. Project: shall mean the construction and installation of the RRFB at the location shown on Exhibit A, all as shown on the Plans.

ARTICLE II

Plans

- A. Plans
709 hereby acknowledges that it has reviewed the Plans as herein defined, that 709 has consulted with and received any necessary advice from design professions they deem necessary for review of the Plans and hereby approves the Plans and agrees to pay, as hereinafter provided, for 709's share of the costs of constructing the Project in substantial conformance therewith, subject to Paragraph B below.
- B. Changes After Initial Approval
At any time, he or she shall determine it reasonably necessary or advantageous to the City to do so, the Engineer may change or cause to have changed the Plans without the prior consent or approval of the 709 as long as such changes do not have a material deleterious effect on the ability of the Project to serve the needs of the 709.

ARTICLE III

City Construction Obligations

City hereby agrees that, upon the signing of this Agreement, it will construct or cause to be constructed the Project City agrees to use its best efforts to cause construction of the Project to be completed prior to March 1, 2017 but City shall have no liability to 709 or any other person or entity if, despite such best efforts, City is unable to complete said construction by said date. In such event City will proceed to cause construction of the Project to be completed as soon as it can reasonably do so, subject to reasonable legal and practical constraints.

ARTICLE IV

Costs of Project

Upon completion of the Project the City Engineer will certify to 709 the costs incurred by the City in construction of the Project. Within Twenty (20) days of the Engineer transmitting the certified costs of the Project to 709, 709 agrees that it will pay to the City one-half (1/2) of the costs so certified. Funds paid to City hereunder shall be deposited in Fund ~~411-035-5530-1609~~

550-120-4654-02

ARTICLE V

General Defaults by 709 and Remedies ThereforeA. General Events of Default

The following shall be deemed to be general events of default by 709 under the terms and conditions of this Agreement to which the remedies set forth in Subparagraph 2 below shall be applicable as otherwise set forth in this Agreement: 709 shall fail to make the payment in a timely manner and in full as provided for herein.

B. General Remedies

Except as otherwise set forth in this Agreement, City shall have the following remedies in the event of a default by 709:

1. Seek and be entitled to monetary damages, including consequential damages from 709 for any damages, including consequential damages incurred by City as a result of 709's default.
2. Seek and be entitled to injunctive or declaratory relief as is necessary to prevent 709's violation of the terms and conditions of this Agreement or to compel 709's performance of its obligations hereunder.
3. Seek such other legal or equitable relief as a court of competent jurisdiction may determine is available to City.

C. Non-Waiver

The waiver by City of any default on the part of 709 or the failure of City to declare default on the part of 709 of any of its obligations pursuant to this Agreement shall not be deemed to be a waiver of any subsequent event of default on the part of the defaulting party of the same or of any other obligation of the defaulting party hereunder. And, to be effective, any waiver of any default by the defaulting party hereunder shall be in writing by the non-defaulting party.

D. Remedies Cumulative

Except as specifically set forth herein, the remedies provided under this Agreement shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be the waiver of any other remedy with regard to any occasion of default hereunder.

E. Attorneys' Fees

In the event that either party is in default of any of the terms and conditions of this Agreement and the other party shall successfully take legal action to enforce said rights herein, in addition to the foregoing, such non-defaulting party shall be entitled to reimbursement for its reasonable attorneys' fees and costs and otherwise for its costs and disbursements occasioned in enforcing its rights hereunder.

ARTICLE VI

Force Majeure

Under the terms of this Agreement, neither the City nor 709 shall be considered in default or in breach of any of the terms with respect to the performance to their respective obligations under this Agreement in the event of enforced delay in the performance of its obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of a public enemy, acts of the federal government, acts of another party, fire, floods, epidemics, strikes or embargoes, or for delays of subcontractors due to such causes. In the event of any such delay, any time for completion or delivery under this Agreement shall be extended for the period of any such delay upon written notice from the party seeking the extension to the other party.

ARTICLE VII

Term

Except as provided for below, the term of this Agreement shall run from the date first above shown until July 1, 2017 or the completion of construction of the Project, whichever occurs first unless this Agreement is otherwise terminated as hereinbefore provided for. Nothing to the contrary in the foregoing withstanding the terms and conditions of Articles IV and V shall survive the term or termination or both of this Agreement for so long as is necessary to give effect to their provisions.

Article VIII

Notices

Any notice, demand or other communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid or deposited with a nationally recognized overnight courier service for next business day delivery to:

In the case of City:

City of Duluth
Office of the City Clerk
Room 326, City Hall
Duluth, MN 55802

In the case of 709:

ISD 709
Facilities Management
215 North 1st Avenue East
Duluth, MN 55802

ARTICLE IX

Applicable Law

This Agreement together with all of its Articles, 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

CITY OF DULUTH, a Minnesota Municipal Corporation

INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota independent school district

By: _____
Emily Larson
Its Mayor

By: Douglas C. Hasler
Douglas Hasler
Its CFO

Attest:

“Grantor”

By: _____
Its City Clerk

Date: _____

Approved:

Countersigned:

City Attorney

City Auditor

Drafted by:
Robert E. Asleson
Assistant City Attorney
Room 410 City Hall
Duluth, MN 55802
(218) 730-5490

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Brigitte Eckwood, 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 February 1, 2017, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide "Drill Team" dance presentations and workshops as learning opportunities for staff and students during and after school.
3. **Background Check .** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$350.00 (three-hundred fifty and no/100 dollars) per performance, up to a sum not to exceed \$1,100.00 (One-thousand one-hundred and no/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.

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.

Bryan Egan _____ 1/13/17
Contractor Signature SSN/ Tax Identification Number Date

Aaron Gelineau _____
Initiator - (Contact with questions) Date

Wish Howe _____ 12/4/17
Program Director Date

Phil Ray _____ 1/5/17
Director of Curriculum and Instruction Date

Joseph A. Hahn _____ 1/16/17
Director of Business Service / Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Larry Smallwood, 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 16, 2017, and shall remain in effect until June 30, 2017, less 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 Ojibwe Storytelling sessions for students, families, and staff as evening learning opportunities. These sessions will be implemented in accordance with Ojibwe cultural protocols (evening time, food provided, offerings made, multiple sessions) and provide a culturally responsive learning opportunity for the participants.
3. **Background Check.** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$300.00 (Three-hundred and no/dollars) per two-hour session up to a sum not to exceed \$1,200.00 (One-thousand two-hundred and no/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: Larry Smallwood 516 1st Street SW Hinckley, MN 55037 320.630.2433

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.

[Signature]
Contractor Signature

SSN/ Tax Identification Number

1-7-17
Date

WILLIAM HOWES
Initiator - (Contact with questions)

12/4/17
Date

[Signature]
Program Director

12/4/17
Date

[Signature]
Director of Curriculum and Instruction

1/3/17
Date

[Signature]
Director of Business Service / Superintendent of Schools

1/10/17
Date

AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 21st, 2016, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide services as an artist illustrator for literacy materials (Maajii-Clay Books) for the Misaabekong Ojibwe Immersion Program at Lowell Elementary School. The contractor will create 200-240 illustrations for a series of early literacy materials based on the sounds of the Ojibwe double-vowel alphabet that will be published in the Ojibwe language for use in the immersion program. These illustrations will be provided in either jpeg or PDF formats for use by the District.
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 artwork illustrations at \$20.00/illustration up to a sum not to exceed \$5,000.00 (five-thousand 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: Jonathan Thunder, 315 N Lake Ave, Apt #406, Duluth, MN 55806 phone: 763.670.8171

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:

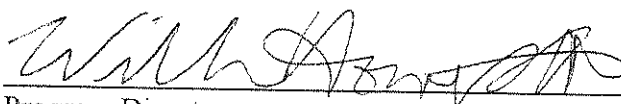
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 _____ Date 1/19

WILLIAM HOWES - OEE COORD.
Initiator - (Contact with questions) _____ Date _____


Program Director _____ Date 12/21/16


Director of Curriculum and Instruction _____ Date 1/5/17


Director of Business Service / Superintendent of Schools _____ Date 1/23/17



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 8, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (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 2.5 hours a day, 2 days per week, and up to 38 days.
 2. The AGENCY shall perform these services at: **2310 E. 4th St. Duluth MN 55812**
 3. The approximate date the service will begin is, **January 1, 2017** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **38 Days** (2 Days per Week) and a total cost up to **\$1,710.00** (\$45.00 per day).
 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. Hahn
C.F.O. Executive Director of Business Services

Date 1/10/17

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

By *Jaron Crane* 12/17/16
Director

Contract between Duluth Public Schools
And
Emily Engel

THIS CONTRACT, entered into this January 3, 2017 by and between Duluth Public Schools (hereinafter referred to as DISTRICT), and Emily Engel (hereinafter referred to as CONSULTANT).

NOW THEREFORE, the parties hereto agree as follows:

1. Consultant shall perform the following tasks: Deaf Hard of Hearing Interpreter for Special Education as needed.

2. Consideration and Conditions of Payment

a. In consideration for services provided under the terms of this contract, DISTRICT shall pay CONSULTANT per unit rate at the rate of \$40 per hour. This contract for consultant services shall observe a 48 business hour cancellation policy whereas services that are canceled 48 hours or more before the service date will not be billed. The CONSULTANT requires a two hour minimum (appearance fee). Also there will be a 10% differential for nights and weekends. Payments shall be made upon presentation of an invoice within 30 days of date of invoice.

Total value of this contract shall not exceed \$6,000.

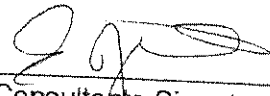
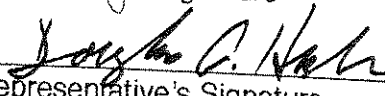
3. Term

This contract shall become effective on January 3, 2017 and shall remain in effect until June 9, 2017. This contract may be cancelled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.

4. Under this Contract the CONSULTANT is an independent contractor and is not an agent or an employee of the DISTRICT, CONSULTANT shall have no claim against the DISTRICT for vacation pay, sick leave, retirement benefits, social security, worker's compensation benefits, health or disability benefits, unemployment insurance, or employee benefits of any kind, the CONSULTANT shall be responsible for paying all taxes.

5. No changes may be made in the terms or conditions of this contract, except by the mutual, written consent of the parties hereto.

6. All services provided under this contract shall be performed to the DISTRICT. In the event that this contract is canceled prior to the termination date specified in clause 3, CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

<u>Emily J. Engel</u>	<u></u>	<u>1/3/17</u>
Consultant's Name	Consultant's Signature	Date
<u>Douglas A. Hasler</u>	<u></u>	<u>1/5/17</u>
District's Representative	Representative's Signature	Date



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 **January 23, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Lakeview Montessori** (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 8 hours a day, 2 day per week, and up to 32 days.
 2. The AGENCY shall perform these services at: **2019 E. 3rd. St. Duluth, MN 55812 .**
 3. The approximate date the service will begin is, **February 1, 2017** and shall not extend beyond **June 2, 2017**; the contract not to exceed a total of **32 Days** (2 Days per Week) and a total cost up to **\$896.00.** (\$28.00 per day).
 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

Joseph A. Hasler
C.F.O. Executive Director of Business Services

Date 1/27/2017

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

By *Jason Clone 1/26/17*
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 **January 11, 2017** 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 43 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, **January 1, 2017** and shall not extend beyond **May 4, 2017**; the contract not to exceed a total of **43 Days** (3 Days per Week) and a total cost up to **\$1,806.00.** (\$42.00 per day).
 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 A. Hark
C.F.O. Executive Director of Business Services

Date _____

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

By *Jana Crane* 1-12-17
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 **January 5, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School: Harbor Highlands** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 6 hours a day, 4 day per week, and up to 85 days.
 2. The AGENCY shall perform these services at: **1115 N. Lake Ave. Duluth, MN 55806.**
 3. The approximate date the service will begin is, **December 9, 2016** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **85 Days** (4 Days per Week) and a total cost up to **\$36.00 per day** (\$144.00 per week).
 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 A. Harker
C.F.O. Executive Director of Business Services

Date 1/10/17

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

By Jason Cloud 1-5-17
Director



For Internal Use Only	
Depts must provide:	
ESAF #	1696
Chart/Field Account No.	1026-11250-20109

For Internal Use Only	
OES must provide:	
OES Contract #	11959 C
Analyst	sb

UNIVERSITY OF MINNESOTA

Workshop/Presentation Agreement

The Regents of the University of Minnesota, through its Minnesota Center for Reading Research ("University"), agree to provide a workshop/presentation for Duluth ISD 709 ("Company"), on the following terms and conditions:

shall remain the property of University. Company is provided a license to use the material in connection with the workshop/presentation, but Company may not copy or distribute the material without the express written consent of University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of University.

1. **Description of Workshop/Presentation:** One full-day (7 hours) PRESS workshop covering tier 2 intervention and introduction to progress monitoring (max 40 participants).
2. **Date, Location, and Time:**
Date: February 6, 2017
Location: 215 N 1st Ave East; Duluth, MN
Time: 8:00 a.m. - 3:00 p.m.
3. **Payment Terms:** For the services under Section 1., Company shall pay University three thousand and 00/100 dollars (\$3,000.00). Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.
4. **Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: Meeting space, digital projector with audio.
5. **Ownership of Materials and Presentation.** All materials provided by University during the presentation

6. **Disclaimer.** University makes no claims of any kind with respect to the workshop/presentation and shall not be liable for participant's reliance on any statements or demonstrations made during the workshop/presentation. University's maximum obligation to Company for any cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to University by Company under Section 3.

7. **Complete Agreement/Governing Law.** This Agreement, including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon University unless signed by an authorized University representative. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University. This Agreement shall be governed by the laws of Minnesota and any action to enforce this Agreement shall be brought only in Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties have entered into the Agreement effective January 6, 2017.

Regents of the University of Minnesota

Duluth ISD 709

By: _____
Name: Lori Helman
Title: Director
Date: _____

By: Douglas C. Hasler
Name: Doug Hasler
Title: Executive Director of Business Services
Date: 1/9/2017
Address: 215 N. 1st Ave East
Duluth, MN 55802
Phone: 218-336-8700 Fax: _____



Manpower January 5, 2017
Independent School District 709
215 N. 1st Ave E
DULUTH, MINNESOTA, 55802

Dear Bart,

Thank you for choosing Manpower, the leader in the changing world of work. This letter confirms our understanding with you, Independent School District 709, to place one or more clerical/administrative and/or light industrial temporary or permanent positions

As discussed, Manpower will recruit, interview, screen and assign to you our employee associates who, through our proven process and expertise, are the best qualified candidate to perform the work described below. We will also maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our associates with respect to the compensation that we have agreed to pay; and removing any assigned associate at your request for any lawful reason.

Manpower expects you to take responsibility for directing and controlling the work performed by our associates. We also expect you to provide all associates with a safe worksite that is free from harassment and to provide information, training and safety equipment with respect to any hazardous substances or conditions to which associates may be exposed at the worksite.

Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. You agree to remit the negotiated Bill Rate for all hours worked, including negotiated overtime bill rates for hours worked in excess of forty (40) hours during an agreed pay period.

The term of this relationship will be six (6) months from the signature date of this agreement.

We will fill roles for the following job descriptions and locations:

Table with 2 columns: Job Description, Location. Row 1: Computer Support, Duluth, Minnesota

* If the parties decide to change information contained within this letter, for example, adding or deleting jobs or locations, they must notify the Manpower office in writing reflecting the intended change.

Table with 1 column: Straight Time Bill Rate. Row 1: \$35.26 bill rate per hour (Based on hourly pay rate of \$23.53)

*The above Rates are comprised in part and subject to the following costs associated with Manpower's government mandated employer obligations: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

If during the term of this Agreement and for six (6) months thereafter, you solicit or hire away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Agreement, or permit any Assigned Employee to transfer to another entity's payroll in order to perform work for you or at your facilities, you shall pay Manpower a direct hiring conversion fee.

Table with 2 columns: Time on Assignment, Prorated Fee Schedule. Row 1: 0 to 240 Hours, NO FEE

241 to 480 Hours	NO FEE
481 to 720 Hours	NO FEE
721 + Hours	NO FEE

*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

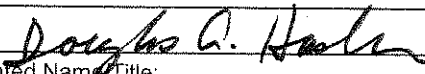
Finally, we can perform the following background checks and tests for temporary employees assigned to you, if required:

Check or Test	Specific Requirements, if Any	Cost
Criminal Record Check		\$25.00 per employee.
Driving Record Check		\$15.00 per employee.
Drug Tests		\$35.00 per employee.
Credit Check		\$40.00 per employee.
Education Verification		\$15.00 per employee.
Health Compliance		\$ per employee.
Other		\$ per employee.

Once again, thank you for your business. We look forward to providing you with solutions to help you succeed in the changing world of work.

Sincerely,

ManpowerGroup US Inc.
Branch Manager

ACKNOWLEDGED AND ACCEPTED:
Client
By: 
Printed Name/Title:
Date:



RATE & SERVICE CONFIRMATION LETTER

Manpower
January 3, 2017
Independent School District 709
215 N. 1st Ave E
DULUTH, MINNESOTA, 55802

Dear Bart,

Thank you for choosing Manpower, the leader in the changing world of work. This letter confirms our understanding with you, Independent School District 709, to place one or more clerical/administrative and/or light industrial temporary or permanent positions

As discussed, Manpower will recruit, interview, screen and assign to you our employee associates who, through our proven process and expertise, are the best qualified candidate to perform the work described below. We will also maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our associates with respect to the compensation that we have agreed to pay; and removing any assigned associate at your request for any lawful reason. In the event specific assignments require background checks, drug screening or other testing, you will reimburse us at the actual cost for the testing. You will also only request testing equivalent to what you would require of your own full-time employees in that respective position.

Manpower expects you to take responsibility for directing and controlling the work performed by our associates. We also expect you to provide all associates with a safe worksite that is free from harassment and to provide information, training and safety equipment with respect to any hazardous substances or conditions to which associates may be exposed at the worksite. Because you control the facilities in which our associates work, it is agreed that you will be primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations, to the extent those laws apply to our associates working at your facilities. Manpower will, at your request, instruct our associates on general safety matters in accordance with information that you provide to us. Additionally, you also agree to document all hours worked, approve and submit *electronic timesheets or paper time sheets by exception*, to us in a timely manner. In the event there are substantial changes to the agreed assignment duties, you will notify us immediately.

Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. You agree to remit the negotiated Bill Rate for all hours worked, including negotiated overtime bill rates for hours worked in excess of forty (40) hours during an agreed pay period. Manpower will invoice you weekly. Payment will be due upon receipt of invoice. In the event there is a governmental mandated requirement to increase wages or employer payroll burdens, you agree to accept and remit payment for such additional costs incurred by us from the effective date to the expiration date of this agreement.

The term of this relationship will be six (6) months from the signature date of this agreement.

We will fill roles for the following job descriptions and locations:

Job Description	Location
Computer Programmer	Duluth, Minnesota

* If the parties decide to change information contained within this letter, for example, adding or deleting jobs or locations, they must notify the Manpower office in writing reflecting the intended change. Manpower may choose not to provide an Assigned Employee or candidate for any reason.

Straight Time Bill Rate
\$41.72 Bill Rate Per Hour
(Based on hourly pay rate of \$28.00)

*The above Rates are comprised in part and subject to the following costs associated with Manpower's government mandated employer obligations: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

If during the term of this Agreement and for six (6) months thereafter, you solicit or hire away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Agreement, or permit any Assigned Employee to transfer to another entity's payroll in order to perform work for you or at your facilities, you shall pay Manpower a direct hiring conversion fee. Such conversion fee will be based upon and equivalent to the Permanent Placement fee of the placed Candidate's annual salary and will be prorated based on the length of time the Assigned Employee is on assignment as referenced below:

Time on Assignment	Prorated Fee Schedule
0 to 240 Hours	NO FEE

241 to 480 Hours	NO FEE
481 to 720 Hours	NO FEE
721 + Hours	NO FEE

Finally, we can perform the following background checks and tests for temporary employees assigned to you, if required.

Check or Test	Specific Requirements, if Any	Cost
Criminal Record Check		\$25.00 per employee.
Driving Record Check		\$15.00 per employee.
Drug Tests		\$35.00 per employee.
Credit Check		\$40.00 per employee.
Education Verification		\$15.00 per employee.
Health Compliance		\$ per employee.
Other		\$ per employee.

Once again, thank you for your business. We look forward to providing you with solutions to help you succeed in the changing world of work.

Sincerely,

ManpowerGroup US Inc.
Branch Manager

ACKNOWLEDGED AND ACCEPTED:	
Client	
By:	<i>Douglas A. Hasler</i>
Printed Name/Title:	CFO Douglas A. Hasler
Date:	1/10/17

2/12

SPIRIT OF THE LAKE COMMUNITY SCHOOL

Guidelines for

TRANSPORTATION REIMBURSEMENT

2016-2017

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{1cm}} \text{ days} \quad \times \quad \underline{\hspace{1cm}} \text{ miles} \quad \times \quad \text{30 Cents per mile} = \text{reimbursement.}$$

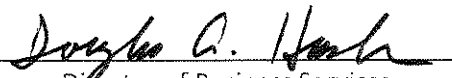
(One round trip from home to school)

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2016 - 2017 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2017.

SPIRIT OF THE LAKE COMMUNITY SCHOOL

BY 
Its Director

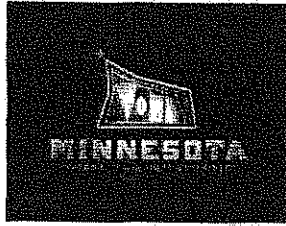
INDEPENDENT SCHOOL DISTRICT NO. 709

BY 
Director of Business Services

SPIRIT OF THE LAKE COMMUNITY SCHOOL

2016-2017

GRADE	NAME	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Reimburse	Balance	Max	Max daily
5	Baker, Nolan	122.40	129.60	129.60								381.60	-71.60	310.00	24.0
5	Bellehumeur, Andrew	22.44	25.08	25.08								72.60	237.40	310.00	4.4
3	Blackmarr, Elias	20.40	20.40	20.40								61.20	248.80	310.00	4.0
5	Engebretson, Jonah	10.20	10.80	11.40								32.40	277.60	310.00	2.0
5	Hagen, Josef	36.12	43.86	46.44								126.42	183.58	310.00	8.6
3	Hand, Ava	9.18	10.26	10.26								29.70	280.30	310.00	1.8
5	O'Nabigon, Shannon	110.40	117.30	103.50								331.20	-21.20	310.00	23.0
3	O'Neill, Mirrah	4.32	5.13	4.86								14.31	295.69	310.00	1.0
5	Pospisil, Daniel	28.56	31.92	26.88								87.36	222.64	310.00	5.6
1	Schul, Stone	9.00	10.80	11.40								31.20	278.80	310.00	2.0
1	Under, Ollie	10.20	10.80	11.40								32.40	277.60	310.00	2.0
K*	McCullough, Cora	58.56	65.88	65.88								190.32	119.68	310.00	12.2
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	to date	Remaining	Payable	miles
		441.78	481.83	467.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00		2329.29	3720.00	90.60



Letter of Agreement – Duluth Public Schools- ISD 709

This Letter of Agreement (LOA) outlines the responsibilities to be assumed by Midwest Dairy Council on behalf of the Minnesota Super Bowl Legacy Fund working with Duluth Public Schools to ensure implementation of a breakfast service outside the cafeteria with Super School Breakfast funds.

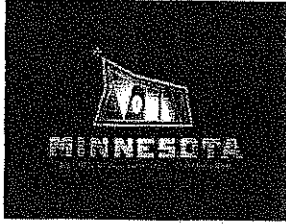
Midwest Dairy Council agrees to assume the following responsibilities:

1. Provide funds on behalf of the Minnesota Super Bowl Legacy Fund in the amount on the submitted purchase order or vendor estimate (not to exceed \$10,000) to support successful implementation of improving or expanding school breakfast outside of the cafeteria to increase school breakfast participation.
2. Provide support to help implement Super-School-Breakfast to improve access to and consumption healthy foods based on the USDA National School Breakfast menu.

Duluth Public Schools- ISD 709 agrees to assume the following responsibilities:

1. Utilize funds to implement a breakfast program outside the cafeteria that improves access to and consumption of reimbursable breakfast.
2. Ensure a positive dairy experience by including a plan for keeping milk cold as part of your project, storing and serving dairy at 35-40°F degrees and documenting temperatures throughout service times.
3. Funded schools are to be enrolled in Fuel Up to Play 60 and will be responsible kicking off the funded program with a Super School Breakfast Party event, involving students in marketing of program.
4. Utilize Fuel Up to Play 60 branded equipment as part of agreed upon strategy using resources provided by Midwest Dairy Council. Any cost above the grant amount will be incurred by the school district and any remaining funds in excess of \$500 will be returned to Gen YOUth.
5. Submit copies of Purchase Order(s) and photographs of the purchased equipment in use within two weeks of project start. The targeted start date for equipment to be in use is April 2017.
6. Work with students and key adult stakeholders (principals/administrators, teachers, custodians, parents and/or student groups) to support the school involved in the agreed upon strategy.

The signatures on the next page indicate that Midwest Dairy Council and Duluth Public Schools accept the responsibilities outlined above and will make every effort to increase access to and participation in the funded program and successfully implement the agreed upon strategy(s). It is also understood that the failure to implement the agreed upon strategy(s) will result in loss of funding.



Midwest Dairy Council Representative:
Sign and print corresponding names below.

By: _____ / Melissa Young _____

Title: _____ Vice President, Health & Wellness _____ Date: _____

School Nutrition Director:

By: _____ / _____

Title: School Nutrition Director _____ Date: _____

School District Official:

By: Douglas A. Hasler / _____

Title: CEO _____ Date: 1/31/2017

District EIN # 8014301



Minnesota
STATE COLLEGES
& UNIVERSITIES

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO

**MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP**

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (“the University”) and Duluth Public Schools, ISD 709, 215 North 1st Ave. East, Duluth, MN 55802, (“the School”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the University and to identify the responsibilities of the University and the School.

A. THE PARTIES UNDERSTAND THAT:

1. The University has a Student Teaching Program (the “Program”) for qualified students enrolled in the University; and
2. The University has been given authority to enter into Agreements regarding academic programs; and
3. The School has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the University; and
4. It is in the general interest of the School to provide a training site where University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The University and the School want to cooperate to furnish a training experience at the School for students of the University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The University agrees to:**
 - a. Make arrangements with the School to place teacher candidates who are eligible for placement under Minnesota law and University policies and procedures that will support the student’s occupational goals and meet any applicable Program requirements.

- b. Provide general student teaching supervision by University designees.
- c. Cooperate with the School in the development and implementation of the Student Teaching Program.
- d. Make available upon request, a copy of a national background check conducted by Verified Credentials, Inc. on each teacher candidate.
- e. Make periodic visits to the School's training site to observe the student or receive periodic reports from the School and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the School, as needed.
- f. Discuss with the School any problems or concerns arising from the student's participation.
- g. Notify the School in the event the student is no longer enrolled in the Program at the University.
- h. Keep any necessary attendance and progress records as set forth in the University attendance policy.
- i. Assist in the evaluation of the student's performance in the training experience.

2. The School agrees to:

- a. Provide the teacher candidate, so placed by the University, an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license in the content area and has at least three (3) years total teaching experience.
- b. Cooperate with the University in the development and implementation of the Student Teaching Program including co-teaching.
- c. Cooperate with the University with the execution and completion of the state mandated edTPA, the teacher performance assessment required for initial licensure teacher preparation programs. See Attachment B attached to this Agreement and made part of it.
- d. Encourage cooperating teachers to engage in professional development associated with student teaching. The School shall provide appropriate supervision of the teacher candidate pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or the University with regard to the Student Teaching Program.
- e. Immediately notify the University if there is a change in the licensure status of any practicing teacher providing supervision to any student teacher assigned hereunder.
- f. Not replace any of its employees nor fill any vacancies normally filled by an employee with a teacher candidate assigned under this Agreement. Therefore, a teacher candidate shall not act as a substitute teacher.
- g. Consider and treat any teacher candidate placed at the School pursuant to this Agreement as an employee for purposes of worker's compensation, liability insurance coverage and the provision of legal counsel.
- h. Reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause.

- j. Cooperate with the University in providing a mutually agreeable training experience at the School that supports the student's educational and occupational goals.
- k. Consult with the University about any difficulties arising at the School's training site that may affect the student's participation.
- l. Assist in the evaluation of the student's performance and provide time for consultation with the University concerning the student, as needed.

3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. **TERM OF AGREEMENT**

This Agreement is in effect from **January 1, 2017**, or when fully executed, and shall remain in effect until **December 31, 2021**. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

The University will pay to the School or cooperating teacher an amount not to exceed One Hundred Seventy-five and 00/100 Dollars (\$175.00) for each full-time student teacher placed in the School.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the University nor the School shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The School agrees that in fulfilling the duties of this Agreement, the School is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **MINNESOTA GOVERNMENT DATA PRACTICES ACT**

The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ["the Act"]) that classify the University's written and electronic information as public, private or confidential. Except as otherwise

provided in law or University policy, data on students is private and may not be shared with any other party. If the School receives a request from a third party for any data provided to the School by the University, the School agrees to immediately notify the University. The University will give the School instructions concerning the release of the data to the requesting party before the data is released and the School agrees to follow those instructions.

10. **STUDENT TEACHING ASSIGNMENT CONTRACT**

The student assigned to a training experience/internship at the School shall be required to sign a **Student Teaching Assignment Contract** (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the School.

11. **NON-DISCRIMINATION**

The School recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The School agrees to adhere to this policy in implementing this Agreement.

[Remainder of page intentionally left blank]

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the School and University.

APPROVED:

1. SCHOOL: DULUTH PUBLIC SCHOOLS, ISD 709

Approved:

By: William Gronseth Douglas A. Hasler	<i>Douglas A. Hasler</i>
Title:	CFD / EEC DIR Superintendent of BUSINESS SERVICES
Date:	01/16/17

**2. UNIVERSITY: MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

Recommended:

By: Elizabeth S. Finsness
Title: Director of Field Experience & International Experience
Date:

Approved:

By: Richard J. Straka
Title: V.P. for Finance and Administration
Date:

3. AS TO FORM AND EXECUTION:

By: Vickie Hanson
Title: Office Administrator
Date:

Attachment A
Student Teaching Assignment Contract

For more information, please contact Kim Scholtens, Administrative Assistant
Phone 507-389-1517 Fax 507-389-2270
kim.scholtens@mnsu.edu

Student Name _____ Date _____
School _____ City _____ School Phone (____) _____
Grade/Subject(s) _____ Mentor Teacher _____
Approximate Student Teaching Dates _____ Fall ____ Spring ____ Summer ____

Please read agreement sections of both the mentor teacher and teacher candidates.

<u>Mentor Teacher Agrees to...</u>	<u>Teacher Candidate Agrees to...</u>
Be specific in directions for all work assignments and due dates.	Meet all deadlines and put forth best effort.
Acquaint and integrate the teacher candidate with and into the classroom, school, and district environment and policies.	Maintain professional attitude toward all members of the school community.
Actively model effective planning for instruction throughout experience.	Know, follow, and enforce rules, regulations, and policies of the mentor teacher/school/district.
Function as a mentor/resource person in matters pertaining to classroom and professional practice.	Prepare written unit and lesson plans for any teaching assignment in advance of teaching as prescribed.
Attend Pairs Training. Co-plan and co-teach with the teacher candidate.	Be proactive to improve teaching skills by being reflective, observant of other teaching methods and taking constructive criticism positively.
Other: _____	Other: _____

CHECKLIST

All items listed below must be completed and checked off prior to the student teaching experience and before returning this form.

- _____ Mentor teacher has been directed to Teacher Candidate Handbook at <http://ed.mnsu.edu/field/>.
- _____ Mentor teacher and teacher candidate have discussed expectations/roles/assignments.
- _____ Mentor teacher and teacher candidate have viewed the edTPA video at <http://vimeo.com/74137447>.
- _____ Teacher candidate and mentor teacher have set next meeting date for: _____.
- _____ Teacher candidate has been or will be provided a school/district handbook and/or other materials to help prepare for this experience.

Teacher Candidate Mailing Address (All future mailings will be sent to the address below)

Street Address	City	State	Zip Code
----------------	------	-------	----------

Area Code & Phone Number	Minnesota State Mankato Email Address
--------------------------	---------------------------------------

Acknowledgment & Acceptance: I have reviewed this document and discussed its contents. My signature means that I understand what is expected of me as a cooperating teacher or student teacher and that I will do my best to follow the aforementioned guidelines/agreement.

Teacher Candidate _____ I accept the student teaching assignment	Teacher _____ I accept the student teaching placement
--	---

Teacher Candidate Signature	Date
Cooperating Teacher(s) Signature	Date
Cooperating Teacher Email Address	

RETURN THE APPROPRIATE (2) COPIES WITHIN THREE WEEKS FROM DATE TYPED ON TOP OF CONTRACT TO:
Office of Field and International Experience, 119 Armstrong Hall, Minnesota State University, Mankato, MN 56001.

A member of the Minnesota State Colleges and University System and an Affirmative Action/Equal Opportunity University.
This document is available in alternative format to individuals with disabilities by calling the Office of Field & International Experience at (507) 389-1517 (v) 800-627-3529 or 771 (MRS/TTY).

Attachment B

Minnesota §122A.09 Subd. 4(c) requires teacher preparation programs to *include a content-specific, board-approved, performance-based assessment that measures teacher candidates in three areas: planning for instruction and assessment; engaging students and supporting learning; and assessing student learning.* Beginning January 1, 2014, teacher preparation programs throughout the state have been required to conduct the edTPA with every teacher candidate. The edTPA process provides evidence based feedback as well as opportunities for teacher candidates to engage in self-reflection. The educative process provided by the edTPA fosters professional growth and better prepares candidates for the challenges of classroom instruction.

Minnesota State University, Mankato requests schools and school districts to join Minnesota State University, Mankato in supporting teacher candidates who will be completing the edTPA process. Your support is critical in these key ways.

- Support teacher candidates in completing the edTPA by **reviewing policies for the use of video** in your classrooms to ensure that current district procedures for obtaining parental permission are adequate and by working with candidates to secure parental permission.
- **Collaborate with teacher preparation programs** in ensuring mutually beneficial student teaching placements. Well-integrated student teaching experiences help to foster candidate success in the edTPA process and contribute to veteran teacher professional development.

Cooperating teachers in your schools can assist teacher candidates by **providing practical support, feedback, and assistance** during their student teaching experiences.



Minnesota
STATE COLLEGES
& UNIVERSITIES

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO
PROFESSIONAL/TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of *Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001* (hereinafter "MnSCU"), and *Duluth Public Schools, 215 North 1st Ave. East, Duluth, MN 55802*, an independent contractor, not an employee of the State of Minnesota (hereinafter "CONTRACTOR").

WHEREAS, MnSCU, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, MnSCU is in need of professional/technical services, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract is effective on January 9, 2017 or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until July 21, 2017 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU's authorized representative.
- II. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:
 - A. Provide field instruction and supervision to Master's in Social Work practicum students who are participating in the Southern Minnesota Behavioral Health Initiative. CONTRACTOR will provide opportunities to the students to develop clinical skills in working with children, adolescents, and young adults.
- III. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MnSCU as follows:
 1. Compensation shall not exceed One Thousand and 00/100 Dollars (\$1,000.00).
 2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed Zero Dollars (\$0.00) provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee

Relations attached hereto. The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from MnSCU's authorized representative.

3. The total obligation of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed One Thousand and 00/100 Dollars (\$1,000.00).

B. Terms of Payment.

1. Payment shall be made by MnSCU promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:
 - a. Upon Invoice.

IV. AUTHORIZED REPRESENTATIVES. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- A. MnSCU's authorized representative for the purpose of administration of this contract is:

Name: David L. Beimers
 Chairperson, Department of Social Work
 Address: Minnesota State University, Mankato
 358 Trafton Science Center
 Mankato, MN 56001
 Telephone: 507-389-6190
 E-Mail: david.beimers@mnsu.edu

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: ~~Jacqueline Dolentz~~ Jason Crane
 Address: Duluth Public Schools
 215 North 1st Ave. East
 Duluth, MN 55802
 Telephone: 218-336-8700
 E-Mail: ~~jacqueline.dolentz@isd709.org~~
 Jason.crane

V. CANCELLATION AND TERMINATION.

- A. This contract may be canceled by MnSCU at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the

CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

- B. Termination for Insufficient Funding. MnSCU may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.
- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MnSCU.
- VII. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU's failure to fulfill its obligations pursuant to this contract.
- VIII. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.
- IX. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MnSCU as the sponsoring agency and shall not be released prior to receiving the approval of MnSCU's authorized representative.
- IX. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a

misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XI. DATA DISCLOSURE.

- A. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
- B. Independent Contractors. Minn. Stat. §256.998 requires MnSCU to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

- XII. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MnSCU. MnSCU will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

- XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS. CONTRACTOR shall own all rights, including all intellectual property rights, in all the materials CONTRACTOR presently owns including any curriculum materials, inventions, reports, studies designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded materials, and other work in whatever form owned by the CONTRACTOR. MnSCU will retain ownership of any materials presently owned by MnSCU. This contract will not transfer, modify or change any pre-existing intellectual property rights of any materials of the CONTRACTOR or MnSCU.

- XIV. ANTITRUST. The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

- XV. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

- XVI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVII. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVIII. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.
- XIX. ENTIRE AGREEMENT. This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.
- XX. OTHER PROVISIONS.

N/A

[The rest of this page intentionally left blank. Signature page to follow.]

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

APPROVED:

1. **CONTRACTOR: DULUTH PUBLIC SCHOOLS**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By:	<i>Joseph A. Hahn</i>
Date:	1/24/2017

je

2. **MnSCU: MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

Recommended:

By: David Beimers
Title: Chairperson, Department of Social Work
Date:

Recommended:

By: Kimberly Greer
Title: Dean, College of Social & Behavioral Sciences
Date:

Approved:

By: Richard J. Straka
Title: V.P. for Finance and Administration
Date:

3. **VERIFIED AS TO ENCUMBRANCE, FORM AND EXECUTION:**

Employee certifies that funds have been encumbered as required
By Minnesota Statute §16A.15.

By: Vickie Hanson
Title: Office Administrator
Date:

**Other Contracts Signed
January 2017**

For your information, the Superintendent or the Executive Director of Business Services has signed the following other contracts during the month of January 2017:

Name	Amount	Source	Description
Amberwing	\$0	Special Services	MOU
CONTRACT WAS NOT APPROVED BY AMBERWING			
WILL BE REVISITED AT A LATER DATE			

**Memorandum of Understanding
Between Amberwing and Duluth School District, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Amberwing Birth to Age 6 Program and Duluth School District, Independent School District (ISD) #709.

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

WHEREAS, the Duluth School District desires to provide a quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools:

WHEREAS, Amberwing desires to do observations of their birth to age 6 clients, within Duluth school buildings, to be conducted by a mental health professional/psychologist in order to appropriately diagnose early childhood children.

Therefore, the Amberwing Birth to Age 6 Program and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of the Amberwing Birth to Age 6 Program and Duluth School District

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

Role of the Amberwing Birth to Age 6 Program

Students served by Amberwing are clients of this organization and subject to the same rights and responsibilities as clients served in the organization's clinic settings.

Amberwing will:

1. Meet with Duluth School District administrative staff to plan a system of conducting client observations within the individual school buildings.
2. Employ and be responsible for its psychologist conducting observations of their clients within Duluth School District
3. Maintain appropriate professional liability insurance
4. Accept referrals from school district staff within clinical competencies, ethical practices and reimbursement guidelines
5. Share student/client information with school staff as needed and with the consent of the student/legal guardian.
6. Obtain parental permission to complete mental health assessments/observations within the school setting.
7. Maintain and own mental health records of students served
8. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. The Duluth School District shall not be responsible for the cost of services delivered by Amberwing.
9. Meet periodically with school administration, or designated staff, to review the working relationship in order to address any concerns and promote an active partnership.
10. Ensure that meetings/observations performed by the Amberwing Birth to 6 Program Psychologist do not conflict with necessary school scheduling such as, specialists and academic scheduling, without administrative permission and, do not disrupt the student's ability to perform appropriately in class.

- 11. Ensure that meetings or observations performed by the Amberwing Birth to 6 Program Psychologist do not interfere with students receiving federally mandated IEP services from Special Education staff.
- 12. Observe their early childhood (birth to age 6) clients in the school or classroom setting for the purpose of gathering information for their client's psychological evaluations/extended diagnostic assessments.
- 13. Provide the completed psychological evaluations/extended diagnostic assessments to the school when requested, and with legal guardian/parental consent, assist with qualifying students for early childhood special education services, when appropriate, and/or to increase the school's ability to support the student's complex mental health needs.
- 14. Work collaboratively with the School Psychologist and other special education staff when necessary and applicable, to ensure that psychological testing is not duplicated and that the Amberwing diagnostic assessments enhance the student's Special Education Evaluation.

Role of the Duluth School District

- 1. Meet with the Amberwing Birth to 6 Program Psychologist to plan a system of mental health service delivery.
- 2. Inform school staff of the Amberwing services available and work with the Amberwing staff to develop a system to identify and refer students that may be in need of mental health services. Such referrals shall not in any way be construed to create financial responsibility for services delivered by Amberwing.
- 3. Schools will allow the Amberwing Birth to 6 Program Psychologist to observe their clients in the classroom and other school settings for diagnostic purposes.
- 4. Meet periodically with the Amberwing administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of December 21, 2016 and will continue through December 21, 2017. This MOU will renew annually, unless either party provides written notice of non-renewal three (3) months before the annual termination date. This Agreement may be terminated in accordance with the section on Termination below.

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

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

Signed: _____ Date: _____
 James Garvey, Vice President Senior Hospital Operations, Essentia Health

Signed: *Douglas A. Hasler* Date: 7/18/17
 Doug Hasler, Executive Director of Business Services, ISD 709

Facilities Management – Maintenance and Operations - General

- In the past month the maintenance crews have completed 148 work orders, and are currently working on 827 open work orders.
- A boiler heat exchanger has failed at Stowe and is now replaced.
- Hallberg Engineering Inc. has started the Re-Commissioning process at OEMS.
- Facilities maintenance trade crews are currently scheduled to be at Piedmont School.
- The Facilities office is now working on preparation of 19 annual quotes and quote extensions.

Capital Construction:

- MWE tuck-pointing and window replacement project is complete. The final walk through is scheduled.
- The final walk though for the new HOCHS Unity gym ceiling was conducted.
- Architectural Resources Inc. is working on preliminary scope / information/ cost to allow Leadership to determine the potential for Rockridge to house the Woodland Hills programs.
- The rubber mulch replacement process is moving forward. The phase 2 contract has been issued to SAS+ Associates for this work.
- The new crosswalk signage and lights at EHS will be installed and completed this month.
- Ongoing - 2017 10 Year Capital Plan Projects are being evaluated and proposals solicited as needed for summer 2017 construction.

Building Operations

Operations and Human Resources worked hard to review and interview all qualified applicants for twelve entry level custodial positions throughout the district. Twelve entry level custodian positions have been filled at the following sites:

- 3 at Denfeld High School
- 1 at East High School
- 1 at Ordean East Middle School
- 1 at Lester Park Elementary
- 1 at Lowell Elementary
- 1 at Piedmont Elementary
- 1 at Myers Wilkins Elementary
- 1 at Laura MacArthur Elementary/Denfeld High School
- 2 District wide Floater

New operations staff will begin early in February. Facilities Operations staff will now be fully staffed moving forward.

Environmental/Health/Safety

- Insurance Audit: Liberty Mutual conducting audits of seven of our buildings. There were three items out of compliance that are being addressed (sprinkler pump checks, sprinkler shutdown procedures, and general housekeeping in an art room).
- A meeting was held with Marsh, our insurance broker, to discuss an option for managing workers compensation injuries. This option is being researched and price checked. The meeting included a discussion on Marsh's service of assisting in risk reduction through one of their employees. We have the option to use this employee for a specified amount of time for no additional cost.
- Fire inspections were completed at Homecroft and Lakewood. Some cords were found out of compliance along with a few exits partially blocked. Items were fixed. Homecroft gym wall pads were cited for being flammable. Ongoing research is being done to determine if they are and if we need to remove/replace some of the wall pads.
- Fire re-inspections were completed at Myers Wilkins and HOCHS. A couple items that were fixed are already missing. These items will be fixed and pictures sent to the fire marshal when completed.
- Delayed egress doors continue to be an issue with fire inspections. All delayed egress's were removed from Lakewood. Safety will begin looking at removing all delayed egress in the district.
- Room 2001: After the exhaust piping was fixed the room still had a smell, but different. The room was resealed in some areas, more piping was checked, and the boilers were checked. After increasing the standby airflow to bring the room to a slight positive pressure the smells have only been noticed by one person.
- Asbestos results from Ordean East bathroom tiles/grout was negative for asbestos and will be removed from the checklists.
- Lead Testing: Faucet counts in the buildings were completed. Next step is to create and send out an RFP.

Emergency Response

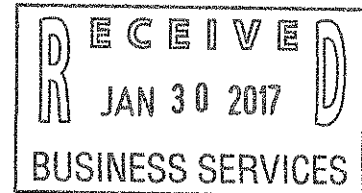
- A meeting was held with Homeland Security Emergency Management (HSEM) to discuss the District's emergency response plan. The plan is being looked at for effectiveness and ease of use. HSEM is vital in comparing the plan to current standards and practices throughout the state of Minnesota.
- Phone conversations were started with other Minnesota schools to discuss their emergency response plans and recent changes they have made. The conversations are with the schools recommended by HSEM.

Workers' Compensation Activities

- OSHA Recordables - 2 (Slip/Fall, Knee pain and Slip, hip strain (6 missed days)).
- Incidents Reported: 21 injuries reported.

Wipfli LLP
1502 London Road
Suite 200
Duluth, MN 55812
218.722.4705
fax 218.722.8589
www.wipfli.com

126



WIPFLI
CPAs and Consultants

January 24, 2017

To the School Board
Independent School District No. 709
215 North First Avenue East
Duluth, MN 55802

We are pleased to serve as your independent auditors for the Independent School District No. 709 for the year ended June 30, 2017. The purpose of this Engagement Letter (this "Letter") is to review certain details of our engagement.

Audit Services

We will audit the financial statements and the related notes to the financial statements of the governmental activities, each major fund and aggregate remaining fund information of the Independent School District No. 709. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Independent School District No. 709's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Independent School District No. 709's RSI in accordance with auditing standards generally accepted in the United States. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Information about the District's Other Postemployment Health Care Plan

3. Information about the district's Net Pension Liability

We have also been engaged to report on supplementary information other than RSI that accompanies Independent School District No. 709's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining Non-major Governmental Fund Financial Statements
3. Individual Fund Schedules
4. Fiscal Compliance Table

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States (GAAP) and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is

solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the School Board of Independent School District No. 709. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there exists an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us even though our audit is properly planned and performed in accordance with GAAS and *Government*

Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management and you of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by general accepted auditing standards.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and you internal control related matters that are required to be communicated under professional standards.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Independent School District No. 709's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Independent School District No. 709's major programs. The purpose of these procedures will be to express an opinion on Independent School District No. 709's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We cannot perform management functions or make management decisions on behalf of your Independent School District No. 709. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application and may assist in the preparation of the Independent School District No. 709's financial statements, but the responsibility for the financial statements remains with management.

Management Responsibilities

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the

financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Independent School District No. 709 involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Independent School District No. 709 received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2017.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon **OR** make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon **OR** make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

As required by GAAS, at the close of the audit we will request from management certain written confirmation concerning oral and written representations made to us in connection with the audit in order to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding.

If the Independent School District No. 709 intends to reproduce or publish these financial statements, or any portion thereof whether in paper or electronic form subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. The Independent School District No. 709 agrees to compensate Wipfli for the time associated with such review.

Assistance to be supplied by your personnel, including the preparation of schedules and analysis of accounts, will be discussed with Peggy Blalock. Timely completion of this work will facilitate the completion of our engagement.

Annual Information Filings

Our engagement will include the preparation of the federal data collection form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Other

We may prepare a draft of your financial statements and related notes. You will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

You are responsible for assuming all management responsibilities and for overseeing these services by designating an individual, preferably within senior management, with suitable skill, knowledge, and/or experience. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for them.

Our fees will be billed as work progresses, and progress billings may be submitted. The fee for this engagement will be \$42,415. In addition, expenses are billed for reimbursement as incurred. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission. Interest at the lesser of 1% per month or the maximum rate permitted by law, except where prohibited by law, will be charged on the portion of your balance that is over 30 days.

This engagement includes only those services specifically described in this Letter; any additional services not specified herein will be agreed to in a separate letter. This engagement is separate and discrete from our engagement to audit any prior or future years, and any such engagements are or will be covered by a separate engagement letter. In the event you request us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against Independent School District No. 709 or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

The working papers prepared in conjunction with our audit are our property and constitute confidential information. They will be retained by us in accordance with our policies and procedures. All of the Independent School District No. 709's original records will be returned to management at the end of this engagement. Our working papers and files are not a substitute for the original records the Independent School District No. 709 should retain. We understand that we are authorized to respond directly to inquiries from the cognizant agencies including requests to review audit workpapers. Access to the requested workpapers will be provided to the cognizant agencies under the supervision of Wipfli LLP's audit personnel and at a location designed by our firm. We will notify you of any such inquiries or requests and of our reply thereto.

Deborah J. Medlin will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent, in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

To the School Board
Independent School District No. 709
Page 10
January 24, 2017

In order for us to remain independent, professional and regulatory standards require us to maintain certain respective roles and relationships with you with respect to any nonattest services we may be asked to perform. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

Whenever possible, each provision of this Letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretations, but if any provision is deemed prohibited, invalid, or otherwise unenforceable, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and such revised provision shall be made a part of this Letter. Further, the provisions of the foregoing sentence shall not invalidate the remainder of this Letter. This Letter shall be construed and governed in accordance with laws of the state in which the Wipfli office issuing this Letter is located, as determined by the address indicated on this Letter, and proper jurisdiction and venue for any matter hereunder shall be the state or federal courts of that state.

If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Sincerely,

Wipfli LLP

Wipfli LLP

ACCEPTED: INDEPENDENT SCHOOL DISTRICT NO. 709

By: *Douglas A. Hasler*


Douglas A. Hasler, CFO

(Print Name and Title)

Date: 01-30-2017

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: February 8, 2017

Re: SAS+ Associates Phase II – Bid Packages and Timeline Update – RFP #306

To update you regarding progress for our “Shredded Mulch Replacement Project”, I have attached the proposed design schedule from SAS+ Associates.

Included in this document are the 3 defined options for the bid award, of which one of the three options will be selected by the School Board at the May School Board meeting.

We are working with a very short timeline, but appears we are on track for completion as defined.

Please contact me with any additional questions or concerns.

Attachment

MEMO

PROJECT: ISD 709 SHREDDED RUBBER MULCH REPLACEMENT

MEMO DATE: 08 February 2017

FROM: Luke Sydow

RE: Construction Plans Outline
 Project Schedule

I. Construction Package Outline

SAS+Associates Proposes

- 10 individually packaged bid sets WITH bid descriptions to contractors:

▪ Overall project timeline options would be:

- Option 1 - All sites completed by Sept 4th, 2017.
- Option 2 - All elementary sites completed by Sept 4th, 2017, with an alternate price to do middle school sites completed by Labor Day year 2 or year 3.
- Option 3 - Split sites up and do over three years –
 - **Year 1** Stowe (LTFMR), MWE, Lester, Lowell. (completed by Labor Day 2017)
 - **Year 2** Piedmont, MacArthur, Homecroft, Lakewood. (completed by Labor Day 2018)
 - **Year 3** OEMS, LPMS. (completed by Labor Day 2019)

Having individual prices for each school will allow the SB to determine the best course of action for the district.

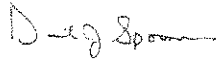
II. Proposed Schedule

Design Contract	Feb 1
Survey Work	Feb 3rd to Feb 28th
60% Plan Set Completed	March 10th
90% Plan Set Completed	March 24th
Bid Set Out for Bid	April 5th
Bids Due from Contractors	May 1st
Business Committee Meeting	May 8th
School Board Meeting/Award	May 16th
Contracting	May 16th to June 1st
Construction Start 2017	June 8th
Construction Completed 2017	Sept 4th

If you have any questions, clarifications or revisions regarding above, please call me directly at 218-391-1335 as soon as possible.

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: January 24, 2017

Re: SAS+ Associates Phase II – Removal of Rubber Mulch from Playgrounds – RFP #306

Attached are two copies of an Agreement with SAS+ Associates, to perform work as defined in the attached Phase II agreement.

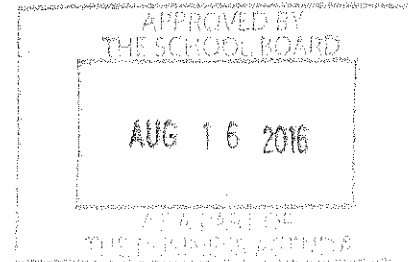
As directed by the School Board, this proposal is the second phase of the work as identified in RFP #306, to provide all necessary construction or related documents to solicit bids to install EWF at nine playgrounds, and to follow through with all projects from initiation to closeout as defined in the attached documents and exhibits.

The total cost of the Phase II work as identified in the attached proposal is based on an hourly not to exceed fee of \$46,450.00, including survey work.

Recommendation:

I am recommending that the Director of Business Services enter into an agreement with SAS+ Associates for the total cost of the Phase II work for an hourly not to exceed fee of \$46,450.00, including survey work. The authority to enter into such agreement is granted per action taken by the School Board at the August 16th regular School Board meeting in which the Duluth School Board authorized the Director of Business Services or Superintendent of Schools to enter into such agreement for a fee not to exceed \$50,000.00.

Attachments



Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: August 3, 2016

Re: Playground Rubber Removal & Reconstruction Design Services – RFP #306

The District received three (3) responses to its solicitation and RFP #306 – Playground Rubber Removal and Reconstruction Design. These responses were reviewed and evaluated by the Facilities Management Department staff and the responding firms were determined to all have very good qualifications and experience necessary to confirm their capacity to perform the desired investigation, research, design and construction administration services. Proposed fees for the Phase I services were all based on hourly not to exceed amounts. SAS & Associates proposed the lowest cost fee basis.

Recommendation:

It is recommended the School Board approve entering into a contract with the firm of SAS Associates to perform Phase I described professional design and survey services for an hourly no to exceed fee of \$18,500.

It is further recommended the Duluth School Board authorize the Director of Business Services or Superintendent of Schools to negotiate an agreement for design and construction services necessary for the bidding of projects defined in the Phase I assessment and appropriate construction administration and observation of construction for a total additional Phase II fee not to exceed \$50,000.

Schedule

August -	Initial meeting with Facilities Management and committee.
September -	Research and investigation of product options and existing conditions.
October -	Present preliminary design options to management & committee feedback.
November -	Project scope, preliminary design and cost estimates to School Board.
Dec. Jan. -	Design, bidding and award of contracts.
June-August -	Construction

**STANDARD FORM CONTRACT
FOR PROFESSIONAL SERVICES BETWEEN
LANDSCAPE ARCHITECT AND CLIENT**

Preliminary Provisions

Date

This Agreement is made as of January 24, 2017, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein. Unless otherwise noted, this Agreement supersedes all previous proposals, agreements, and negotiations between the parties.

Client

Independent School District 709

NAME

Doug Hasler, CFO/Director of Business Services

ADDRESS / CITY / STATE / ZIP

215 N. 1st Ave East, Duluth MN 55802

RELATIONSHIP TO PROJECT OWNER

Owner

The Client acknowledges that it is authorized to enter into this Agreement pursuant to an agreement with the Owner of the Project.

Independent School District 709

ENTITY (CORPORATION, MUNICIPALITY, GOVERNMENT OR PRIVATE RESIDENCE—SELECT ONE)

215 N. 1st Ave East, Duluth MN 55802

ADDRESS / CITY / STATE / ZIP (IF DIFFERENT FROM CLIENT ADDRESS ABOVE)

Landscape Architect

SAS+ASSOCIATES, INC.

ENTITY SOLE PRACTITIONER, PARTNERSHIP, CORPORATION

219 West First Street, Suite 350

ADDRESS

219 West First Street, Suite 350

CONTACT INFORMATION

Project

Construction documents for the replacement of playground shredded rubber mulch impact attenuation surfacing with engineered wood mulch will be completed for each of the following sites - Homecroft, Lakewood, Laura MacArthur, Lester Park, Lowell, Myers-Wilkins, and Piedmont Elementary Schools, and Lincoln Park and Ordean East Middle Schools.

Program

The Client's detailed Program: project description, purpose, user needs, functional and built elements, and the Client's budget parameters are set forth in *Exhibit "A."* SAS+Associates Proposal dated January 19th 2017

Scope of Services

The scope of services to be provided by the Landscape Architect under this Agreement and the Supplemental Services which may be provided when requested in writing by the Client are described in *Exhibits "A" and "B"*

Compensation

Compensation for Landscape Architectural Services performed under this Agreement shall be a stipulated sum of \$46,450 plus Reimbursable Expenses as defined in Article 4 and is subject to the provisions of this Agreement. Supplemental Services, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Exhibit "A"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

Schedule of Services

The schedule for the performance of the Landscape Architectural Services under this Agreement is provided in *Exhibit "C,"* and is subject to the provisions of this Agreement.

Article I

Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

1.2 Coordination

The Landscape Architect shall coordinate the services of its consultants, and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.

1.3 Representations

The Landscape Architect represents that it and its consultants have and shall maintain throughout the performance of the services under this Agreement the requisite licenses, registrations, and/or certifications required for the performance of these services in the jurisdiction in which the Project is located.

1.4 Scope of Services

The Scope of Landscape Architectural Services to be provided under this agreement is detailed in *Exhibit "A."*

1.5 Supplemental Services (none anticipated)

Supplemental Services are beyond the scope of the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation (either on the hourly basis stated in *Exhibit "B"* or on the basis of a negotiated sum) beyond the Compensation stated in the Preliminary Provisions.

1.6 Approval of Services/Changes to Approved Services

The Landscape Architect shall proceed with a phase or design package of the Landscape Architect's services only after receiving the Client's written approval of the services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Program descriptions.

1.7 Opinions of Probable Construction Costs

Opinions of probable construction costs provided by the Landscape Architect are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

1.8 Construction Safety

The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or any regulatory health or safety requirements. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

Article 2**Client's Responsibilities****2.1 Program**

The Client shall provide the detailed Project description and budget parameters designated in *Exhibits "A"* and *"B"* attached hereto.

2.2 Information

2.2.1 The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.

2.3 Independent Testing

The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste conditions.

2.4 Reliance

The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client.

2.5 Client's Representative

The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall have the right to renegotiate its compensation in response to the change.

2.6 Approvals

Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments, if from a committee client or multiple interested entities, must be a consolidation of all comments in order to provide clear direction to the Landscape Architect and to avoid delays.

2.7 Notice of Nonconformance

If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.

2.8 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3

Ownership of Documents

3.1 The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials").

3.2 Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.

3.3 The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for any costs, including legal fees or defense costs, liability or loss, which result from any unauthorized modification of the Design Materials or the use of the Design Materials for any purpose other than the Project.

3.4 In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or to anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect's approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

Article 4

Landscape Architect Compensation

4.1 Compensation for the Scope of Services described in section 1.4 of *Exhibit "A"* to be performed under this Agreement shall be the stipulated sum indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, described in section 1.5 of *Exhibit "B"* when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Exhibit "A"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

4.2 Reimbursable expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 0.0%. Reimbursable expenses include but are not limited to the following:

- 4.2.1 travel expenses in connection with the Project; living expenses in connection with out-of-town travel, long-distance communications;
- 4.2.2 costs of reproductions, faxes, postage and handling, messenger and overnight delivery services;
- 4.2.3 if authorized in advance by the Client, overtime-related employee expenses;
- 4.2.4 costs of renderings, photographs, models, and mock-ups requested by the Client;
- 4.2.5 expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage or limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;
- 4.2.6 costs of printing and delivering bid packages;
- 4.2.7 services of professional consultants which cannot be quantified at the time of contracting; and
- 4.2.8 other, similar direct Project-related expenditures.

4.3 Payments

- 4.3.1 An initial payment of \$0.00 shall be made upon execution of this Agreement; this amount shall be credited to the Client's account at final payment.
- 4.3.2 Monthly payments to the Landscape Architect shall be based on (1) the hourly percentage of the Scope of Services completed in accordance with the Schedule of Services provided in *Exhibit "C"* herein, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.3.3 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue at an annual interest rate of 8.0%. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

4.4 Extended Services

If through no fault of the Landscape Architect the Scope Services described in section 1.4 have not been completed within the term indicated in the Schedule of Services provided in *Exhibit "A,"* the compensation for services rendered after that time period shall be renegotiated or shall be on the basis of the hourly rates provided in *Exhibit "A"* hereof.

Article 5

Insurance, Indemnification, Consequential Damages

5.1 Insurance

The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage</u>	<u>Liability Limits</u>
Professional Liability	<u>1,000,000</u> per claim/aggregate
Commercial General Liability	<u>1,000,000</u> per occurrence
Comprehensive Automobile Liability	<u>1,000,000</u> per accident
Workers Compensation	statutory limits

5.2 ~~Indemnification~~

~~Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.~~

5.3 Consequential Damages

The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

Article 6
Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.

6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request.

6.3 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

6.4 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim are parties to the same dispute resolution proceeding.

6.5 Unless otherwise agreed, the cost of mediation shall be shared equally by the parties.

6.6 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7**Suspension/Termination**

7.1 This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its option, may elect to suspend its services on 7 days' notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.

7.3 If the Client suspends the Landscape Architect's services for any reason, the Landscape Architect shall be compensated for all services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the services.

7.4 When suspended services are resumed, the Landscape Architect shall be compensated for expenses incurred by the interruption and resumption of the Landscape Architectural Services, and the Landscape Architect Compensation and the Schedule of Services for the services remaining to be performed shall be equitably adjusted.

7.5 A suspension of services by either party for more than 30 days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.

7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of the termination, all actual costs and expenses reasonably incurred by the Landscape Architect in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents, herein.

7.7 The Client may terminate this Agreement for convenience and without cause with 7 days' notice to the Landscape Architect providing, in addition to the compensation, expenses, and compliance with the Ownership of Documents provisions indicated in section 7.6, above, the Client pays to the Landscape Architect an amount representing the anticipated profit on the Scope of Services not performed under this Agreement because of the Client's decision to terminate for its convenience.

Article 8

Other Terms and Conditions

8.1 Force Majeure

Either party shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

8.2 Notices

Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested at the addresses indicated on the first page of this Contract.

8.3 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.4 Third Party Relationships

Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third party against either the Client or the Landscape Architect.

8.5 Severability

If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

8.6 Captions

Captions of articles, sections, paragraphs, or subparagraphs of this Agreement are for convenience and reference only.

8.7 Governing Law

This Agreement shall be governed by the law in effect at the Landscape Architect's principal place of business.

8.8 Complete Agreement

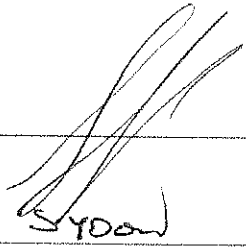
This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement only may be amended in writing signed by both the Client and the Landscape Architect.

Exhibits

The following Exhibits are incorporated in and made a part of this Agreement:

- "A" Client's Program
- "B" Scope of Services and Supplemental Services
- "A" Landscape Architect's Hourly Compensation Rates Schedule
- "C" Landscape Architect's Schedule of Services

SAS+Associates, Inc
Landscape Architect



By: LUKE W. SYDON

Date: 1/24/17

Independent School District 709
Client

By: Douglas A. Hester

Date: 1/26/17



SAS+ ASSOCIATES

219 West First Street, Suite 350, Duluth MN 55802 | phone 218.391.1335 | fax 218.722.6697 | e-mail mail@saslandarch.com

EXHIBIT "A"

DATE: January 19, 2017

TO: Doug Hasler, CFO/Director of Business Services
Independent School District #709
730 East Central Entrance
Duluth, MN 55811

FROM: Luke Sydow, PLA
SAS + Associates

RE: Proposal for Phase II of ISD709 RFP #306, Removal of Rubber Mulch from Playgrounds

Dear Mr. Spooner:

The following proposal is for Phase II Construction Documentation Services for the Rubber Mulch Removal from Playgrounds for nine (9) ISD 709 school sites. SAS+Associates (SAS) will work with the appropriate parties to bring the Phase II elements to the School Board and community in a format to allow the School Board to make decisions on construction phasing and to assist in prioritizing the school sites. To assure continued warranties and certification, SAS will require certified contractors referencing the most recent CPSC guidelines and ASTM standards.

SCOPE OF WORK FOR PHASE II:

The purpose of the following Scope of Work is to describe the process and the proposed role of SAS+Associates for Phase II.

Detailed Survey

SAS+Associates proposes to contract with a licensed surveying company to gather necessary survey information including existing play equipment locations, survey for drainage inverts, curb elevations, and other relevant site details needed for completion of Construction Documents. SAS will contract with Alta Land Survey Company for the required playground sites.

Construction Documents

SAS+Associates will develop complete construction document plans and specifications per industry standards for bidding and construction.

Once detailed site analysis and design investigation are completed, SAS will utilize as-built drawings and the survey information to produce construction plans including:

Landscape
Architecture
Site +Urban Design



+ ASSOCIATES

219 West First Street, Suite 350. Duluth MN 55802 | phone 218.391.1335 | fax 218.722.6697 | e-mail mail@saslandarch.com

- existing conditions plan
- security and staging plan
- removals plan
- grading plan
- site & layout plan
- landscape / restoration plan
- associated details
- developing a cost projection prior to bidding

Construction documents will be completed for each of the following sites - Homecroft, Lakewood, Laura MacArthur, Lester Park, Lowell, Myers-Wilkins, and Piedmont Elementary Schools, and Lincoln Park and Ordean East Middle Schools.

SAS also proposes to continue to further develop a construction cost projection for each site prior to bidding.

Deliverables

SAS will provide to ISD 709 two (2) hard copies of all plans (22"x34" sheet size minimum) and specifications, as well as complete document sets in electronic (PDF) format.

Bidding Assistance

Following plan completion, SAS will consult with ISD 709 to package the bid documents together into a preferred approach for construction. For example, these bid packages may be assembled for all sites to be bid and constructed prior to August 31, 2017, complete only the elementary school sites prior to August 31, 2017 with the two middle school sites completed within either 2018 or 2019, spread out all the construction projects over three (3) years, or some other potential timeline.

SAS will assist in bidding of the project, answering questions from, and the selection of contractors. SAS will issue addendums as needed to clarify construction documents and adjust to site conditions as needed or issue cost saving measures. SAS will further assist in bid opening, bid tabulation to assure quality bids and will help staff prioritize and select the bidders. Due to the unique requirements of this project, if requested, SAS will develop an analysis board for presentation to the School Board.

Construction Administration, Site Inspections, Project Closeout

A project is only as successful as the quality of the installation of the materials. In order to protect the interests of the owners and others, and to insure that the approved design gets implemented properly and the long-term viability of the project is realized, SAS+Associates provides site inspection services. We will be available to attend the pre-construction meeting at each site to allow staff, contractors and community members to ask questions relating to the project.

Construction observation will be done at key points during the project with observation memos drafted and distributed to ISD 709. These site visits will coincide with equipment removal and storage, mulch removal and excavation, at the completion of grading and drainage installation, reinstallation of play equipment and the completion of work at each site. We will conduct a punch list inspection and follow-up inspection as needed to help insure all work is done in conformance with construction documents for the long-term success of the project.

Landscape
Architecture
Site +Urban Design

Professional Fees for Construction Documentation

Topographic Survey as required (Alta Land Survey Company, coordinated by SAS)	\$13,950
Construction Documentation	\$32,500

Total Estimated Professional Fees	\$46,450
--	-----------------

Basis for Proposed Fee

Our fee is based on proposed scope of work, previous experience, anticipated requirements and the following assumptions:

- Any required engineering would be completed by others under a separate proposal and agreement. SAS+Associates will contract with necessary outside sub-consultants, such as engineers, as additional services and coordinate their work with a 5% markup.
- The services we provide and the areas of work for which we will be responsible will follow those described above. We will gladly attend additional meetings or make additional site visits provided they are compensated for as additional services. Any changes to the design or drawings (not due to our error or omission) which are contrary to previous instructions or approvals will also be considered additional services as will revisions to the drawings or the development of additional concepts or designs beyond those described above.

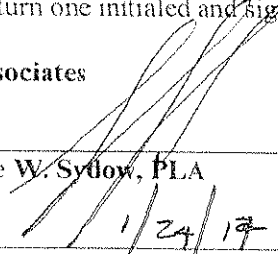
SAS+Associates proposes to complete this Phase II Construction Documents as described above for an hourly, not to exceed fee, of Forty Six Thousand Four Hundred Fifty dollars (\$46,450.00), including survey work.

We have attempted to describe all tasks and products in this scope of work so there is a clear expectation of SAS+Associates products and responsibilities. We are ready to proceed with work as soon as authorized.

Please return one initialed and signed copy of this proposal for our records if it is acceptable.

SAS+Associates

ISD #709

By: 
 Luke W. Sydow, PLA

By: 
 Doug Hasler, CFO/Director of Business Services

Date: 1/24/17

Date: 1/26/17



SAS+ ASSOCIATES

219 West First Street, Suite 350. Duluth MN 55802 | phone 218.391.1335 | fax 218.722.6697 | e-mail mail@saslandarch.com

SAS+ Associates (herein called the Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

SAS+ Associates Fees:

The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current hourly rates are as follows:

Principal:	\$ 90
Landscape Architect	\$ 85
Landscape Designer	\$ 75
Draftsperson/CAD:	\$ 65
Administrative:	\$ 55
Clerical:	\$ 45

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

Risk Allocation:

~~In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the fee paid to the firm for the service. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~

Initial here: (Firm)

 DH (Client)

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Applicable Laws:

Unless otherwise specified, this agreement shall be governed by the laws of the State of Minnesota.

Landscape
Architecture
Site +Urban Design

REIMBURSABLE EXPENSES (If not described as part of the above proposal)

1. Sub-consultant fees are billed at a 5% mark-up.
2. Travel time is billed at half the hourly or daily rate above.
3. Mileage is billed at the current Federal mileage reimbursable standard.
4. In-house 8-1/2"x11" or 11"x17" black and white photocopies beyond those described above are billed at \$0.15 per page, color copies will be billed out at \$0.75 per page. Whenever possible, large runs are sent to outside sources at reduced cost.
5. All other reimbursable expenses including printing, postage, supplies, photos, etc. are billed at direct cost.
6. Report publications and special presentations (renderings, models, photo montages, etc.) are considered reimbursable expenses and must be negotiated with the client separately according to special requirements.
7. Additional full-size sheets of Construction Document plans beyond that spelled out in the proposal are billed at \$8/sheet. Additional Specifications beyond that spelled out in the proposal are billed at \$0.15/ page.

EXHIBIT "B"

SCOPE OF SERVICES AND SUPPLEMENTAL SERVICES

1.4 Scope of Services

1.4.1 Construction Document Phase

Based on the Client-approved Design Development phase submission, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- .1 prepare construction plans including (*strike those that do not apply*): for each school site
 - a. Demolition plan
 - b. Staking (or layout) plan
 - c. Grading and drainage plan
 - ~~d. Irrigation plan~~
 - ~~e. Planting plan~~
 - ~~f. Furnishings plan~~
 - ~~g. Lighting plan~~
 - ~~h. Signage plan~~
 - i. other Associated details
- .2 prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
- .3 prepare construction specifications for the proposed improvements
- .4 coordinate the drawings and specifications prepared by the Landscape Architect's consultants, and when appropriate, the Client's other consultants
- .5 update the opinion of probable cost to construct the proposed improvements
- .6 prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission process to governmental agencies
- .7 address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- .8 submit final opinion of probable construction costs
- .9 submit 2 copies of the Construction Document and pdf files for publication/printing; additional copies shall be reimbursable costs as provided in Article 4 of the Agreement

1.4.5 Bidding Phase

When contracts are bid, the Landscape Architect shall assist the Client during the bidding process to identify the Contractor to construct the Project and establish the firm price to accomplish the work. The Landscape Architect shall:

- .1 coordinate the schedule for bid advertising, pre-bid qualification process (if applicable), pre-bid conference, addenda (if applicable), and bid opening
- .2 prepare and organize bid solicitation and proposal forms consistent with the Client's requirements
- .3 arrange for printing and distribution of the bid documents
- .4 evaluate pre-bid qualification submissions (as required) and formulate recommendations
- .5 conduct the pre-bid conference and document the proceedings
- .6 clarify the Construction Documents as required through the preparation and issuance of addenda
- .7 attend the bid opening
- .8 review bids including alternates and formulate a recommendation on the award of the contract

1.4.6 Contract Negotiation Phase

When contracts are negotiated, the Landscape Architect shall assist the Client during the contract negotiation process to establish contract terms for the construction of the Project. The Landscape Architect shall:

- .1 arrange for transmittal of Construction Documents to the selected Contractor
- .2 meet with the selected Contractor to review the Construction Documents and the proposed improvements
- .3 provide clarification to the Construction Documents as required
- .4 review the selected Contractor's proposal and formulate a recommendation on the award of the contract

1.4.7 Construction Contract Administration Services

The Landscape Architect shall provide the following administration services associated with the construction of the Project:

- .1 take part in the pre-construction conference
- .2 undertake periodic observation of the work in progress for conformance with Construction Documents
- .3 evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents

- .4 review and approve Contractor progress payment requests
- .5 review and approve a final application for payment and recommend acceptance of the Project by the Client
- .6 review and take appropriate action on materials and equipment submitted by the Contractor for approval
- .7 review and take appropriate action on shop drawings and change order requests submitted for approval
- .8 prepare Client-initiated change orders
- .9 on behalf of the Client, receive written guarantees, warranties, releases of liens, and related documents required from the Contractor
- .10 conduct observations to determine final completion and acceptance of the work
- .11 review Contractor's marked-up as-built drawings

1.5 Supplemental Services

1.5.3 Construction Contract Administration Supplemental Services

The Landscape Architect shall provide the following administration services associated with the construction of the project as Supplemental Services. When requested, the Landscape Architect shall:

- .1 determine consent of surety, if any, to issuance of final certificate of payment

Revisions to previously approved drawings or other documents shall constitute Supplemental Services when necessary to accommodate subsequent interpretations by governmental officials.

1.5.4 Post-Construction Services

The following Post-Construction Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

- .1 prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor
- .2 provide periodic observations of work and/or warranty items
- .3 perform post-construction evaluation of functional and operational performance of the Project

EXHIBIT "C"

SCHEDULE OF SERVICES

The Landscape Architect shall begin providing services on the Project promptly upon the receipt of a written notice to proceed and shall perform its services as expeditiously as is consistent with professional quality. All time frames are subject to the Client's cooperation in accordance with the provisions of sections 1.6 and 2.6.

<u>Service</u>	<u>Days from approval of the previous phase and authorization to proceed with the next phase</u>	<u>% Compensation</u>
Construction Document	60 days	Hourly
Bidding Phase	15 days	Hourly
Contract Negotiation	10 days	Hourly
Construction Contract Administration	5 days	Hourly

If through no fault of the Landscape Architect the Scope of Services to be provided under this Agreement has not been completed within 90 days of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.