

Business Committee
Duluth Public Schools, ISD 709
Agenda
Monday, March 12, 2018
UnitedHealth Group Building
4316 Rice Lake Road
Suite 108
Duluth, MN 55811
4:30 PM

1. <u>Financial Report</u>	
A. <u>Financial Report</u>	<u>5</u>
B. <u>Approval of Payment of Claims - Attached as an "extra"</u>	
C. <u>Budget Revisions</u>	<u>14</u>
D. <u>Wire Transfers</u>	<u>16</u>
E. <u>Investment Transactions</u>	<u>17</u>
F. <u>APU Projections</u>	<u>18</u>
G. <u>Fundraisers</u>	<u>19</u>
2. <u>Bids, R.F.P.s and Quotes Reports</u>	
A. <u>Bids</u>	
1) <u>Bid -1262-1 Wireless Network Controller</u>	<u>20</u>
Bids for a Wireless Network Controller were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. Responses were received from three vendors.	
<u>Recommendation:</u> It is recommended that the Duluth School Board accept the bid from CDW Government Inc in the amount of \$91,754.00	
2) <u>Bid - 1263-1 MAN and ISP Services</u>	<u>22</u>
Bids for Metropolitan Area Network (MAN) communications and Internet Service Provider (ISP) were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A response was received from one vendor.	
<u>Recommendation:</u> It is recommended that the Duluth School Board accept the bid from Charter Communications in the amount of \$472,321.00.	
3) <u>Bid - 1264 Core Switch</u>	<u>23</u>
Bids for a Core Switch were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. Responses were received from two vendors.	
<u>Recommendation:</u> It is recommended that the Duluth School Board accept the bid from CDW Government LLC in the amount of \$46,404,61.	

4) Bid - 1265 Next-Generation Firewall 25
Bids for a Next-Generation Firewall were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. Four vendors responded.

Recommendation: It is recommended that the Duluth School Board accept the low bid meeting specifications as submitted by Heartland Business Systems in the amount of \$63,642.43.

B. RFPs - None

C. Quotes - None

3. Policies and Regulations

A. New Bylaw 204 - School Board Meeting Minutes 27
Attached is MSBA model policy 204 - School Board Meeting Minutes for the second reading. This policy would become a Bylaw would replace policies 8090, 8095, 8110, 9105 and 9110.

Recommendation: It is recommended that the Duluth School Board approve Bylaw 204 - second reading.

B. Delete Policy 8090 - Preparation for Meetings 30
In moving to MSBA model policies, administration is recommending the deletion of Policy 8090, which will be replaced with MSBA Policy 204.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 8090 - second reading.

C. Delete Policy 8095 - Procedures During Meetings 31
In moving to MSBA model policies, administration is recommending the deletion of Policy 8095, which will be replaced with MSBA Policy 204.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 8095 - second reading.

D. Delete Policy 8110 - School Board Records 32
In moving to MSBA model policies, administration is recommending the deletion of Policy 8110, which will be replaced with MSBA Policy 204.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 8110 - second reading.

E. Delete Policy 9105 - Official Publications 33
In moving to MSBA model policies, administration is recommending the deletion of Policy 9105, which will be replaced with MSBA Policy 204.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 9105 - second reading.

F. Delete Policy 9110 - Minutes of Meetings 34
In moving to MSBA model policies, administration is recommending the deletion of Policy 9110, which will be replaced with MSBA Policy 204.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 9110 - second reading.

G. New Policy 108 - Data Request Policy 35
Attached is a data practices policy drafted by Administration.

Recommendation: It is recommended that the Duluth School Board approve the new Policy 108 - first reading.

H. 1016 - Information Requests - Deletion 39
Attached is Policy 1016; this policy would be replaced by new Policy 108.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 1016 - first reading.

4. **Contracts, Change Orders, and Leases**

A. Contracts

1) Campus Suite 40

Over the coming year, Google will no longer be supporting their current website platform. This platform provides the foundation on which our district and school websites are built. In addition, websites are subject to Americans with Disabilities Act (ADA) regulations and standards that our district and school websites do not currently meet. Several vendor proposals were received and reviewed.

Recommendation: It is recommended that the Duluth School Board approve this 36-month contract with Campus Suite.

B. Change Orders

1) PLACEHOLDER - CO#2 - Kraus Anderson for a general construction change order

2) PLACEHOLDER - Other Change Orders

C. Leases

5. **Resolutions**

A. B-3-18-XXXX - Acceptance of Donations 61

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-18-XXXX.

B. B-3-18-XXXX - Adoption of the Preliminary Budget Report for the Fiscal Year 2019 Budget 62

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-18-XXXX.

C. PLACEHOLDER - Sale of Property

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

A. Expenditure Contracts 70

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of February 2018.

B. <u>Revenue Contracts - None</u>	
C. <u>No Cost or Other Contracts</u>	<u>91</u>
Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of February 2018.	
D. <u>Change Orders Signed - None</u>	
E. <u>Facilities Management & Capital Project Status Report</u>	<u>97</u>
F. <u>Audit Engagement Letter</u> (RPF approved at February 2018 Board Meeting)	<u>99</u>
G. <u>Levy Referendum Update</u>	
H. <u>Legislative Platform Update</u>	<u>109</u>
7. <u>Future Items</u>	
A. Policy Updates	
B. Model MSBA Policy on Data Practices	
C. Ten-Year Capital Facilities Plan - 2018 (May 2018)	

		General Fund Jan-18			Percent of year	58.33%
		FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy	\$ 11,837,362	\$ 12,754,843	\$ 12,754,843	\$ 917,481	7%	
State aids	33,054,905	69,900,467	67,020,812	33,965,907	51%	
Special ED (fin 740)	8,611,408	12,020,785	12,120,785	3,509,377	29%	
Federal	2,001,415	5,809,751	5,916,363	3,914,948	66%	
Other	612,215	600,000	900,000	287,785	32%	
Other Local	1,179,547	2,093,054	3,638,132	2,458,585	68%	
Student Activities	253,904	1,588,815	1,588,815	1,334,911	84%	
Total Revenue	\$ 57,550,756	\$ 104,767,715	\$ 103,939,750	\$ 46,388,994	45%	
Expenditures						
010-050 Administration	\$ 2,522,033	\$ 4,851,576	\$ 4,935,019	\$ 2,412,986	49%	
105-110 District Support Services	3,339,156	4,125,095	5,284,775	1,945,619	37%	
200-298 Elem & Secondary Reg	17,767,156	39,409,259	39,462,537	21,695,381	55%	
300-380 Vocational Education	687,946	1,776,536	1,776,536	1,088,590	61%	
400-422 Special Education	10,793,216	20,987,741	21,080,671	10,287,455	49%	
505-590 Community Education						
605-640 Instructional Support	1,729,709	3,841,446	4,258,944	2,529,235	59%	
710-770 Pupil Support	4,412,871	8,379,892	8,388,276	3,975,405	47%	
805-865 Sites and Buildings	6,499,754	16,088,573	14,164,547	7,664,793	54%	
910-940 Fiscal & Other Fixed	1,722,814	3,980,000	3,921,272	2,198,458	56%	
Student Activities	149,248	1,588,815	1,588,815	1,439,567	91%	
Total Expenditures	\$ 49,623,903	\$ 105,028,933	\$ 104,861,392	\$ 55,237,489	53%	
Excess Rev Over (Under)	\$ 7,926,853	\$ (261,218)	\$ (921,642)	\$ (8,848,495)		

		Percent of year			58.33%	
General Fund Unrestricted						
Jan-18						
		FY 18 Budget		Revised	Percent	
		FY18	FY18	Budget	Budget	
		Actual	Adopted	Balance	Remaining	
Revenues						
Levy	\$	9,460,395	\$ 10,193,456	\$ 10,193,456	\$ 733,061	7%
State aids		32,202,958	59,462,120	57,006,079	24,803,121	44%
Special ED (fin 740)		8,611,408	12,020,785	12,120,785	3,509,377	29%
Federal		-	-	-	-	
Other		612,215	600,000	900,000	287,785	32%
Other Local		818,419	2,093,054	3,039,407	2,220,988	73%
Student Activities		253,904	1,588,815	1,588,815	1,334,911	84%
<hr/>						
Total Revenue	\$	51,959,299	\$ 85,958,230	\$ 84,848,542	\$ 32,889,243	39%
<hr/>						
Expenditures						
010-050 Administration	\$	2,522,033	\$ 4,851,576	\$ 4,935,019	\$ 2,412,986	49%
105-110 District Support Services		2,529,930	3,930,095	5,138,515	2,608,585	51%
200-298 Elem & Secondary Reg		12,903,243	27,943,028	28,101,380	15,198,137	54%
300-380 Vocational Education		645,796	1,644,985	1,644,985	999,189	61%
400-422 Special Education		9,563,087	18,374,892	18,420,492	8,857,405	48%
505-590 Community Education						
605-640 Instructional Support		625,485	1,495,058	1,466,932	841,447	57%
710-770 Pupil Support		4,330,087	8,379,892	8,369,892	4,039,805	48%
805-865 Sites and Buildings		3,927,237	14,031,107	12,107,081	8,179,844	68%
910-940 Fiscal & Other Fixed		1,722,814	3,980,000	3,921,272	2,198,458	56%
Student Activities		149,248	1,588,815	1,588,815	1,439,567	91%
<hr/>						
Total Expenditures	\$	38,918,960	\$ 86,219,448	\$ 85,694,383	\$ 46,775,423	55%
<hr/>						
Excess Rev Over (Under)	\$	13,040,339	\$ (261,218)	\$ (845,841)	\$ (13,886,180)	

		Percent of year			58.33%	
General Fund Restricted						
Jan-18						
		FY 18 Budget		Revised	Percent	
		FY18	FY18	Budget	Budget	
		Actual	Adopted	Balance	Remaining	
Revenues						
Levy	\$ 2,376,967	\$ 2,561,387	\$ 2,561,387	\$ 184,420	7%	
State aids	851,947	10,438,347	10,014,733	9,162,786	91%	
Special ED (fin 740)	-	-	-	-		
Federal	2,001,415	5,809,751	5,916,363	3,914,948	66%	
Other	-	-	-	-		
Other Local	361,128	-	598,725	237,597	40%	
Student Activities	-	-	-	-		
<hr/>						
Total Revenue	\$ 5,591,457	\$ 18,809,485	\$ 19,091,208	\$ 13,499,751	71%	
<hr/>						
Expenditures						
010-050 Administration	\$ -	\$ -	\$ -	\$ -		
105-110 District Support Services	809,226	195,000	146,260	(662,966)	-453%	
200-298 Elem & Secondary Reg	4,863,913	11,466,231	11,361,157	6,497,244	57%	
300-380 Vocational Education	42,150	131,551	131,551	89,401	68%	
400-422 Special Education	1,230,129	2,612,849	2,660,179	1,430,050	54%	
505-590 Community Education						
605-640 Instructional Support	1,104,224	2,346,388	2,792,012	1,687,788	60%	
710-770 Pupil Support	82,784	-	18,384	(64,400)		
805-865 Sites and Buildings	2,572,517	2,057,466	2,057,466	(515,051)	-25%	
910-940 Fiscal & Other Fixed	-	-	-	-		
Student Activities						
<hr/>						
Total Expenditures	\$ 10,704,943	\$ 18,809,485	\$ 19,167,009	\$ 8,462,066	44%	
<hr/>						
Excess Rev Over (Under)	\$ (5,113,486)	\$ -	\$ (75,801)	\$ 5,037,685		

Percent of year **58.33%**

**Food Service Fund
Jan-18**

	FY18 Actual	FY 18 Budget FY18 Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	108,475	190,000	190,000	81,525	43%
Special ED (fin 740)	-	-	-	-	
Federal	1,068,996	2,371,000	2,385,400	1,316,404	55%
Other	-	6,000	1,205,000	1,205,000	100%
Other Local	631,868		6,000	(625,868)	
Student Activities	-	-	-	-	
Total Revenue	\$ 1,809,339	\$ 2,567,000	\$ 3,786,400	\$ 1,977,061	52%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	1,806,768	4,156,362	4,178,604	2,371,836	57%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
Total Expenditures	\$ 1,806,768	\$ 4,156,362	\$ 4,178,604	\$ 2,371,836	57%
Excess Rev Over (Under)	\$ 2,571	\$ (1,589,362)	\$ (392,204)	\$ (394,775)	

		Percent of year			58.33%	
Community Service Fund						
Jan-18						
		FY 18 Budget		Revised	Percent	
		FY18	FY18	Budget	Budget	
		Actual	Adopted	Balance	Remaining	
Revenues						
Levy	\$	993,625	\$ 953,547	\$ 953,547	\$ (40,078)	-4%
State aids		1,361,183	2,414,390	2,428,821	1,067,638	44%
Special ED (fin 740)		-	-	-	-	
Federal		866,321	1,951,071	1,999,799	1,133,478	57%
Other		-	-	-	-	
Other Local		1,213,203	1,770,000	1,778,000	564,797	32%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue	\$	4,434,332	\$ 7,089,008	\$ 7,160,167	\$ 2,725,835	-63%
<hr/>						
Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		3,524,156	7,330,892	7,402,052	3,877,896	52%
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities		-	-	-	-	
<hr/>						
Total Expenditures	\$	3,524,156	\$ 7,330,892	\$ 7,402,052	\$ 3,877,896	52%
<hr/>						
Excess Rev Over (Under)	\$	910,176	\$ (241,884)	\$ (241,885)	\$ (1,152,061)	

Percent of year **58.33%**

**Capital Projects Fund
Jan-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	3,638,395	3,600,000	3,600,000	(38,395)	-1%
Other Local	3,648	-	-	(3,648)	
Student Activities	-	-	-	-	
Total Revenue	\$ 3,642,043	\$ 3,600,000	\$ 3,600,000	\$ (42,043)	-1%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	863,560	3,600,000	3,600,000	2,736,440	76%
910-940 Fiscal & Other Fixed Student Activities	38,395	-	-	(38,395)	
Total Expenditures	\$ 901,955	\$ 3,600,000	\$ 3,600,000	\$ 2,698,045	75%
Excess Rev Over (Under)	\$ 2,740,088	\$ -	\$ -	\$ (2,740,088)	

Percent of year

58.33%

**Debt Service Fund
Nov-17**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
Revenues					
Levy	\$ 17,931,390	\$ 18,559,220	\$ 18,559,220	\$ 627,830	3%
State aids	1,487,679	2,242,317	2,242,317	754,638	34%
Special ED (fin 740)	-	-	-	-	
Federal	442,106	885,162	885,162	443,056	50%
Other	7,195	-	-	(7,195)	
Other Local	1,154,329	1,000,000	1,000,000	(154,329)	-15%
Student Activities	-	-	-	-	
Total Revenue	\$ 21,022,699	\$ 22,686,699	\$ 22,686,699	\$ 1,664,000	7%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	23,855,563	30,808,971	30,808,971	6,953,408	23%
Total Expenditures	\$ 23,855,563	\$ 30,808,971	\$ 30,808,971	\$ 6,953,408	23%
Excess Rev Over (Under)	\$ (2,832,864)	\$ (8,122,272)	\$ (8,122,272)	\$ (5,289,408)	

Percent of year **58.33%**

**Trust Fund
Jan-18**

	FY18 Actual	FY 18 Budget FY18 Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	8,634	212,650	212,650	204,016	96%
Student Activities	-	-	-	-	
Total Revenue	\$ 8,634	\$ 212,650	\$ 212,650	\$ 204,016	96%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	250,000	250,000	250,000	-	0%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
Total Expenditures	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	0%
Excess Rev Over (Under)	\$ (241,366)	\$ (37,350)	\$ (37,350)	\$ 204,016	

Percent of year **58.33%**

**Internal Service Fund
Jan-18**

	FY18 Actual	FY 18 Budget FY18 Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	571,404	815,000	815,000	243,596	30%
Student Activities	-	-	-	-	
Total Revenue	\$ 571,404	\$ 815,000	\$ 815,000	\$ 243,596	30%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	343,151	778,000	778,000	434,849	56%
Total Expenditures	\$ 343,151	\$ 778,000	\$ 778,000	\$ 434,849	56%
Excess Rev Over (Under)	\$ 228,253	\$ 37,000	\$ 37,000	\$ (191,253)	

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 01/31/2018

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
01/12/2018	V106466	CITISTREET FOR MSRS	17,903.06
01/12/2018	V79764	DULUTH FEDERATION OF TEA	34,308.06
01/12/2018	V106637	EBC - FLEX EFT	11,479.88
01/12/2018	V106636	EBC - TSA EFT	63,011.03
01/12/2018	V79771	EDUCATION MN CLERICAL EFT	1,274.13
01/12/2018	V102915	FEDERAL 941 PR TAXES	563,231.33
01/12/2018	V107231	HARBOR POINTE CREDIT UNION	6,999.00
01/12/2018	V108066	MG TRUST	129,024.97
01/12/2018	V05173	MN CHILD SUPPORT EFT	1,390.94
01/12/2018	V108320	MN DEPT OF REVENUE EFT	424.06
01/12/2018	V102916	MN STATE PR TAXES	90,452.36
01/12/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	81,158.57
01/12/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	259,374.82
01/12/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,450,240.06
01/26/2018	V106737	ASSOCIATED BANK (EFT)	4,966,778.75
01/26/2018	V06645	MEDICA HEALTH PLAN (EFT)	184,949.84
01/26/2018	V106638	PEIP - HLTH EFT	1,295,410.32
01/26/2018	V05012	U S BANK TRUST N A CORP EFT	12,121,749.37
01/26/2018	V106466	CITISTREET FOR MSRS	86,595.83
01/26/2018	V79764	DULUTH FEDERATION OF TEA	34,198.06
01/26/2018	V106637	EBC - FLEX EFT	11,346.58
01/26/2018	V106636	EBC - TSA EFT	63,368.47
01/26/2018	V79771	EDUCATION MN CLERICAL EFT	1,274.13
01/26/2018	V102915	FEDERAL 941 PR TAXES	602,599.84
01/26/2018	V107231	HARBOR POINTE CREDIT UNION	6,999.00
01/26/2018	V108066	MG TRUST	128,742.33
01/26/2018	V05173	MN CHILD SUPPORT EFT	1,363.23
01/26/2018	V108320	MN DEPT OF REVENUE EFT	186.88
01/26/2018	V102916	MN STATE PR TAXES	97,066.95
01/26/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	95,988.48
01/26/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	264,279.12
01/26/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,569,472.82
01/26/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	51,167.08
01/26/2018	V102915	FEDERAL 941 PR TAXES	170.78
01/26/2018	V104923	HARRIS BANK	21,424.05
01/26/2018	V100499	MN DEPT OF REVENUE EFT	37.00
			24,315,441.18

**ISD 709 - Duluth Public Schools
 GF Investment Activity for FY 2018
 As of January 31, 2018**

Beginning Investment Balance (December 31, 2017) \$ 9,354,629.13

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)
------	--------	--------	---------	-------------

Total Purchases \$ -

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)
------	--------	--------	---------	-------------

1/3/2018	Beal Bk Las Vegas NE	MBS	1/3/2018	1.10%	\$ 245,000.00
1/3/2018	Sterling Bk Poplar Bluff MO	MBS	1/3/2018	1.10%	\$ 146,000.00
1/16/2018	ZBNA Instl CTF Dep Prog	MBS	1/16/2018	1.25%	\$ 245,000.00
1/25/2018	MN Trust Term Series	MNT	1/25/2018	1.25%	\$ 8,000,000.00
1/26/2018	Landmark Community Bk TN	MNT	1/26/2018	1.134%	\$ 248,500.00
1/26/2018	Bank of the Ozarks AR	MNT	1/26/2018	1.142%	\$ 248,500.00

Total Maturities \$ 9,133,000.00

Other items:

Add:	Money Market Funds Interest (Jan)	\$ 69.10
	Beginning Value Adjustment	
	Other Interest/Cash Balance on Account (Reverse)	

Deduct:	Transaction Fees/Other
	Market Value Adjustment-Adjust for Cost Basis

Total Other \$ 69.10

Ending Investment Balance (January 31, 2018) \$ 221,698.23

Note: Ending Investment Balance as of January 31, 2017 was \$320,122.78

Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2018
March 2018

Grade Levels	Mar Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	MFR EOY APU 1617
KG	611	0.995597088	608.31	1.00	608.31	546.04
HK	74	1.064976959	78.81	1.00	78.81	59.83
Gr 1-3	1855	0.995425178	1846.51	1.00	1846.51	1921.71
Gr 4-6	1817.83	0.981705565	1784.57	1.00	1784.57	1720.39
Gr 7-8	1215.65	0.966626646	1175.08	1.20	1410.10	1342.01
Gr 9-12	2724.36	0.942194563	2566.88	1.20	3080.25	3091.88
Sub-Total	8297.84		8060.16		8808.55	8681.86
Other APU Generators						
	Mar Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
Early Childhood	258	0.381389953	98.40	1.000	98.40	95.08
Early Childhood Details	Final Count	Mar 1 Count	Final PU			
13-14	368.00	223	83.09			
14-15	371.00	237	93.34			
15-16	367.00	244	86.97			
16-17	384.00	229	95.08			
17-18*			98.40			
Resident Tuition**						
Resident Tuition Details	Total APU				32.73	
13-14	36.47					
14-15	32.90					
15-16	35.28					
16-17	30.01					
17-18*	32.73					
ALC**						
ALC Details	Total APU				258.86	
13-14	237.86					
14-15	278.11					
15-16	260.40					
16-17	238.06					
17-18*	258.86					
Projected Total APU					8906.95	8776.94
Budgeted APU					8811.40	
Net					95.55	

* Projected

** Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

EOY: End of Year

MFR: MN Funding Reports

Fundraisers for February 2018

School	Organization	Description
Congdon	School-wide	Lifetouch Picture Sales
East	School-wide	Lifetouch Picture Sales
East	Duluth East Alpine	QDOBA portion sales
Lakewood	School-wide	Lifetouch Picture Sales
Laura MacArthur	School-wide	Lifetouch Picture Sales
Lester Park ECFE	ECFE	Family dance and gift basket raffle
Lincoln Park	General funds	Lifetouch Picture Sales
Lincoln Park	Music department	Cookie Dough
Lowell	School-wide	Lifetouch Picture Sales
Myers-Wilkins	School-wide	Scholastic Book Fair
Myers-Wilkins	School-wide	Lifetouch Picture Sales

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

MEMORANDUM

To: Doug Hasler, CFO/Executive Director of Business Services
From: Tony Kelekovich, ^{TK} Supervisor of Purchasing
Subject: Bid-1262-1 Wireless Network Controller
Date: February 27, 2018

Bids for a Wireless Network Controller were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

Three (3) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CDW GOVERNMENT LLC	\$ 91,754.00
NETGUYS	\$ 111,405.00
NETWORK COMPUTER SOLUTIONS	Incomplete Bid

The Technology Department (Bart Smith and Nick Stevermer) and the Purchasing Department (Tony Kelekovich) analyzed the bids.

Bart Smith, Manager of Technology, recommends accepting the low bid meeting specification as submitted by CDW Government Inc in the amount of \$ 91,754.00.

Fund: 1-108-012-311-000-1555.00

Program: Technology

Fund Custodian: Bart Smith/Technology

VENDOR LIST/TABULATION

BID-1262-1 WIRELESS NETWORK CONTROLLER

CDW GOVERNMENT LLC VERNON HILLS IL	\$ 91,754.00
NETGUYS BROOKLYN CENTER MN	\$ 111,405.00
NETWORK COMPUTER SOLUTIONS ST GEORGE KS	Incomplete Bid

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

MEMORANDUM

To: Doug Hasler, CFO/Executive Director of Business Services

From: ^{TK} Tony Kelekovich, Supervisor of Purchasing

Subject: Bid-1263-1 MAN and ISP Services

Date: March 2, 2018

Bids for Metropolitan Area Network (MAN) communications and Internet Service Provider (ISP) were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

A contract length of two (2) years was requested. One (1) vendor responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CHARTER COMMUNICATIONS	\$ 472,320.00
ST LOUIS MO	

The Technology Department (Bart Smith, Nick Stevermer, Dan Litwin) and the Purchasing Department (Tony Kelekovich) analyzed the bids.

Bart Smith, Manager of Technology, recommends accepting the low bid meeting specification as submitted by Charter Communications in the amount of \$ 472,320.00.

Bart Smith will attend the Business Committee meeting to answer any questions as they pertain to this recommendation.

Fund: 1-108-012-311-000-1320.00

Program: Technology

Fund Custodian: Bart Smith/Technology

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

MEMORANDUM

To: Doug Hasler, CFO/Executive Director of Business Services

From: Tony Kelekovich,^{TK} Supervisor of Purchasing

Subject: Bid-1264 Core Switch

Date: March 2, 2018

Bids for a Core Switch were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CDW GOVERNMENT LLC	\$ 46,404.61
NETGUYS	\$ 57,067.98

The Technology Department (Bart Smith, Nick Stevermer, Dan Litwin) and the Purchasing Department (Tony Kelekovich) analyzed the bids.

Bart Smith, Manager of Technology, recommends accepting the low bid meeting specification as submitted by CDW Government LLC in the amount of \$ 46,404.61

Bart Smith will attend the Business Committee meeting to answer any questions as they pertain to this recommendation.

Fund: 1-108-012-311-000-1555.00

Program: Technology

Fund Custodian: Bart Smith/Technology

VENDOR LIST/TABULATION

BID-1264 CORE SWITCH

CDW GOVERNMENT LLC
VERNON HILLS IL

\$ 46,404.61

NETGUYS
BROOKLYN CENTER MN

\$ 57,067.98

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

MEMORANDUM

To: Doug Hasler, CFO/Executive Director of Business Services

From: Tony Kelekovich, ^{TK}Supervisor of Purchasing

Subject: Bid-1265 Next-Generation Firewall

Date: March 12, 2018

Bids for a Next-Generation Firewall were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

Four (4) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
INSIGHT PUBLIC SECTOR	\$ 55,826.05*
HEARTLAND BUSINESS SYSTEMS	\$ 63,642.43
HIGH POINT NETWORKS	\$ 66,865.00
CDW GOVERNMENT LLC	\$ 69,270.00

The Technology Department (Bart Smith, Nick Stevermer, Dan Litwin) and the Purchasing Department (Tony Kelekovich) analyzed the bids.

*Insight Public Sector's bid did not meet specification because the unit was too small and did not include the necessary licenses.

Bart Smith, Manager of Technology, recommends accepting the low bid meeting specification as submitted by Heartland Business Systems in the amount of \$ 63,642.43.

Fund: 1-108-012-311-000-1555.00

Program: Technology

Fund Custodian: Bart Smith/Technology

VENDOR LIST/TABULATION

BID-1265 NEXT-GENERATION FIREWALL

CDW GOVERNMENT LLC VERNON HILLS IL	\$ 69,270.00
HEARTLAND BUSINESS SYSTEMS BLOOMINGTON MN	\$ 63,642.43
HIGH POINT NETWORKS WEST FARGO ND	\$ 66,865.00
INSIGHT PUBLIC SECTOR TEMPE AZ	\$ 55,826.05

204 SCHOOL BOARD MEETING MINUTES

~~———— [Note: The provisions of this policy are required by statute.]~~

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. School Board members and other participants in Executive Closed Session meetings are prohibited from bringing or using a recording device during such meetings.

3. Recordings of closed meetings shall be preserved by the school district for the following time periods:

- a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.
- b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

- c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
- d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
- e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.

4. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

- a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
- b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
- c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

5. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

6. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

- a. The date of the closed meeting;
- b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
- c. The classification of the data.

7. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon

the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)
Op. Atty. Gen. 161-a-20 (Dec. 17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Replaces: Policies 8090, 8095, 8110, 9105, 9110
First Reading: 02.27.2018

~~8090 — PREPARATION FOR MEETINGS~~

~~Notification of meetings shall be made as required by law and as additionally provided in these policies.~~

~~Minutes of the previous meeting(s) and pertinent information concerning items on the agenda shall be mailed three (3) days prior to the meeting, for careful study by each member.~~

~~Members of the administrative staff, teachers, and other qualified persons may be called upon by the School Board to furnish information necessary for the School Board to reach a decision.~~

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

~~Revised: 04-12-1977~~

~~06-20-1995 ISD 709~~

~~8095 — PROCEDURES DURING MEETINGS~~

~~The Chairperson shall preside at all meetings of the School Board. In the absence of that officer, the Vice Chairperson shall conduct the meeting.~~

~~The order of business that shall be followed is delineated in the School Board's By-Laws. When questions of order arise, procedures shall be in accordance with Robert's Rules of Order, Newly Revised.~~

~~In addition to a written record of the proceedings, a tape recording shall be made and kept on file for reference for a period of six months.~~

~~School Board members and other participants in Executive Closed Session meetings are prohibited from bringing or using a recording device during such meetings.~~

~~The Chairperson has it within his/her power to keep discussions orderly and shall allow speakers to be heard only after they have received the consent of the Chairperson. At the proper time proponents for both sides of an issue may be given an opportunity to be heard.~~

~~Adopted: 06-09-1970 ISD 709
Revised: 04-12-1977
 06-20-1995
 03-20-2012 ISD 709~~

~~8110—SCHOOL BOARD RECORDS~~

~~All proceedings of the School Board shall be permanently filed for reference and be published at stated intervals in a legal newspaper in the City of Duluth. Permanent records shall be stored in a safe place under the jurisdiction of the Clerk of the Board.~~

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

~~Revised: 04-12-1977~~

~~06-20-1995 ISD 709~~

~~9105—OFFICIAL PUBLICATIONS~~

~~The School Board, when authorized or required by statute or charter to publish official proceedings and public notices, shall publish said proceedings and notices in the Duluth News Tribune, a newspaper which is qualified as a medium of official and legal publication, published at Duluth, Minnesota, by Forum Communications Company.~~

~~Legal References:~~ ~~MSA 123.33, Subd. 11~~
~~MSA 123.37, Subd. 1~~
~~MSA 331.02, Subd. 7~~

~~Adopted: 09-14-1982 ISD 709~~
~~Revised: 06-20-1995~~
~~02-23-2010 ISD 709~~

~~9110 — MINUTES OF MEETINGS~~

The minutes of the regular and special meetings of the School Board shall include:

1. The classification (regular or special), date, and place of meeting.
2. The call to order, stating time, person presiding, and his/her office.
3. The record of the roll call of School Board members.
4. A notation of the presence or absence of the Superintendent. A notation of other high ranking staff members and visitors present.
5. A record of any corrections to the minutes of the previous meetings and the action approving them.
6. A record of all communications presented to the School Board.
7. A record of the hearing of all petitions of citizens.
8. A record of any reports of School Board members or staff members.
9. A record of each motion placed before the School Board including the member making the motion and the member seconding, if any. On motions requiring other than a majority of those present for passage, the ayes and noes shall be recorded by name.
10. Special marking to indicate policy matters.

The minutes shall be permanently filed and indexed for reference purposes. The minutes of component districts making up the Unified District shall be permanently filed along with any index available for them.

All reports requiring School Board action, resolutions, agreements, and other written documents may be made a part of the minutes by reference and, if so, shall be placed in the School District file as a permanent record.

Legal Reference: ~~MSA 123.33~~

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

Revised: ~~06-08-1976~~

~~06-20-1995~~

~~09-15-1998 ISD 709~~

108 Data Request Policy

Right to Access Public Data

The Minnesota Government Data Practices Act ("Data Practices Act"), Minnesota Statutes, Chapter 13, presumes that all government data are public unless a state or federal law says the data are not public. Government data means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

The law also provides that Duluth Public Schools ("School District") must keep all government data in a way that makes it easy for you to access public data. You have the right to look at (inspect), free of charge, all public data that the School District keeps. You also have the right to get copies of public data. The Data Practices Act allows the School District to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Make a Data Request

A written request is required to inspect data or request copies of data that the School District maintains. A form for requesting data is provided; however, a requesting party may make a request in writing including the following information:

- State that you, as a member of the public, are making a request for data under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13;
- State whether you would like to inspect the data, get copies of the data, or both; and
- Provide a clear description of the data you are requesting.

The School District cannot require that a requesting party identify themselves, or explain the reason for the request. However, the requesting party may need to provide the School District with some personal information for practical reasons (for example: if an individual requests that data be mailed, it is necessary that the requesting party provide the School District with an address or P.O. Box). Further, it may be necessary for the School District to contact a requesting party if it has questions concerning the request.

How Duluth Public Schools Responds to a Data Request

Upon receiving a request, the School District will review it.

- The School District may ask that the requestor clarify what data is being requested;
- If the School District has the data, but such data is not public, the School District will tell you as soon as reasonably possible, including reference to the law that restricts the release of such data;
- If the School District has the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - Arrange a date, time, and place for the requestor to inspect the data at School District offices; or

- The requestor may choose to pick up copies, or the School District will mail or email them. The School District will provide electronic copies upon request if it is reasonably possible to keep the data in that format and make a copy.
- Response time may be impacted by the size and/or complexity of your request, and also by the number of requests that the requesting party makes in a given period of time.

If a requesting party does not understand some of the data (technical terminology, abbreviations, or acronyms), please contact the School District for an explanation.

The Data Practices Act does not require the School District to create or collect new data in response to a data request, or to provide data in a specific form or arrangement other than the form/arrangement the data is currently maintained in. For example, if the requested data is maintained on paper only, the School District is not required to create electronic documents in response to a request. If the School District agrees to create data in response to a request, the School District will work with the requesting party on the details of the request, including cost and response time.

The School District is not required to respond to questions that are not related to data requests.

Requests for Summary Data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. The School District will prepare summary data if the requesting party makes a request in writing, and pays for the cost of creating the data. Upon receiving a written request for summary data, the School District will respond to the requesting party within ten (10) business days with the data, or details of when the data will be ready, and how much the School District will charge.

Copy Costs

The School District may charge members of the public for copies of government data as authorized under Minnesota Statutes, Section 13.03, subdivision 3(c). A member of the public must pay for copies before the School District will provide the copies.

For 100 or Fewer Paper Black and White Copies -- \$0.25 per page:

The charge for 100 or fewer pages of black and white, letter or legal-sized paper is \$0.25 for a one-sided copy, and \$0.50 for a two-sided copy.

More than 100 Copies or Other Types of Copies – Actual Cost

The charge for more than 100 pages of black and white paper copies or any other types of copies, is the actual cost of searching for and retrieving the data and making the copies or electronically transmitting the data.

The School District charges the actual cost for preparing summary data. Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals.

In determining actual cost, the School District will include the cost of employee time, the cost of materials, and mailing costs. If the request is for copies of data that the School District cannot reproduce itself, such as photographs, it will charge the actual cost it must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is dependent upon the hourly wage of the lowest paid employee who can perform the work given the data privacy issues related to searching for the records.

If the request involves copies of public data that has commercial value, and is a substantial and discrete portion of, or an entire formula, pattern, compilation, program, device, method, technique, process, database, or system developed with a significant expenditure of public funds by the School District, the responsible authority may charge a reasonable fee for the information in addition to the costs of making and certifying the copies. Any fee charged must relate to the actual development costs of information. The responsible authority, upon request, shall provide sufficient documentation to explain the fee being charged.

Data Practices Contacts:

Responsible Authority:

William Gronseth, Superintendent
215 North First Avenue East
Duluth, MN 55802
william.gronseth@isd709.org

Data Practices Compliance Official:

Douglas Hasler, Chief Financial Officer
215 North First Avenue East
Duluth, MN 55802
douglas.hasler@isd709.org

Replacing: Policy 1016
First Reading: 11-21-2017
Adopted:



Public Data Request Form

Date of Request: _____

Method to Access Data (Note: Inspection is free, but there is a charge for copies):

- Inspection Paper Copies Electronic Copies (if available)
- Both inspection and copies

Describe the data you are requesting. Please be specific. Use additional pages if necessary.

You are not required to provide contact information. The School District will need some type of contact information if you are requesting that copies of data be mailed/emailed to you, or if the School District requires clarification prior to responding to the data request.

Name: _____

Address: _____

Phone Number: _____ **Email Address:** _____

Return this form to:

Data Practices Compliance Official
Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

~~1016~~ — INFORMATION REQUESTS

- ~~1. All requests for information must be approved by a director or the Superintendent.~~
- ~~2. Under no circumstances shall original information be taken from an office.~~
- ~~3. Public information can be released according to Federal and State Statute. Hard copies are to be billed at materials and labor costs.~~
- ~~4. School Board requests can be made through the Superintendent.~~
- ~~5. Requests for information will only be processed during business hours.~~
- ~~6. The School district has designated the Superintendent of Schools, as the authority responsible for data practices compliance.~~

~~Questions may be directed to the Superintendent by calling (218) 336-8752, or writing to the address listed below. Specific requests relating to information on Special Education students can be obtained by providing a written request to the Director of Special Services at the address listed below. Specific requests relating to enrollments can be obtained by calling the Business Services Liaison/MARSS Coordinator, at (218) 336-8705, or writing to the address listed below.~~

~~ISD 709 — Duluth Public Schools
215 N. First Avenue East
Duluth, MN 55802~~

~~Adopted: 06-17-1993 ISD 709~~

~~Revised: 06-20-1995~~

~~06-19-2001~~

~~09-18-2001~~

~~11-20-2001~~

~~08-19-2003~~

~~08-17-2004 ISD 709~~

MEMO

To: Duluth School Board
From: Douglas A. Hasler, CFO *DH*
Date: March 8, 2018
Re: Information on Campus Suite (website development)

Over the coming year, Google will no longer be supporting their current website platform. This platform provides the foundation on which our district and school websites are built. In addition, websites are subject to Americans with Disabilities Act (ADA) regulations and standards that our district and school websites do not currently meet.

In planning for the development of a website platform, ISD 709 District Staff evaluated a total of 13 web development vendors. Those vendors are as follows:

Campus Suite	School Messenger	Schoolpointe
School Wires	SchoolToday	School Blocks
Blackboard	School Desk	Final Site
Site Improve	eSchoolview	
Educational Networks	Edlio	

Based on our evaluation of these vendors, proposals from three web development vendors (Campus Suite, Final Site, and Site Improve) were solicited. In addition, a local technology vendor (Faster Solutions) was solicited to provide a proposal to transition our websites to the new Google Sites platform. Ultimately, Site Improve did not submit a proposal.

After review of the proposals received, we believe that both Campus Suite and Final Site would be able to meet the organizational goals for the Duluth Public Schools web transition. Both of these vendors have experience working with K-12 schools, and can provide a robust, mobile-optimized website platform, web content migration and ongoing

support toward maintaining ADA-compliant websites. Both of these vendors provide ongoing 24/7 support for users after the website transition is complete, ongoing training opportunities and access to training materials.

Campus Suite provides us with an opportunity to completely update our websites in the future without additional fees. Fees proposed by Campus Suite would include a first year cost of \$22,019.76. Fees for years two and three would be \$14,603.82, and \$11,908.37, respectively.

The Final Site proposal was based on pricing as follows: Setup/Year 1: \$47,100; Years two through five: \$29,500/year.

We also considered partnering with Faster Solutions to transition to the new Google Site platform. This platform is not as robust as that offered by Campus Suite and Final Site. Using this option would require considerable training for users to learn how to make and keep their web pages ADA-compliant. Faster Solutions is not able to provide ongoing, 24/7 support and training opportunities. Further, we would anticipate the potential need to completely update our websites in a few years, resulting in substantial web design and transition costs.

Faster Solutions proposed two options with fees of \$22,600 and \$17,100 respectively for transitioning the Google Site platform. In subsequent years, yearly service and support fees would be \$2,500. While the total cost of the Faster Solutions proposal is less than what Campus Suite and Final Site proposed, we do not believe that this option meets our needs, especially with respect to compliance with ADA regulations.

The administration is recommending Board approval of the proposal submitted by Campus Suite. This proposal best addresses the needs of the School District, including establishing and maintaining an ADA-compliant website.

The costs for website development would be paid out of our General Fund.



Better communication for schools

Proposal for Duluth Public Schools (FINAL)

Proposal date: 1/1/18

Proposal ID: UI8GV-3W2MN-Z3WZP-N7YCD

Table of contents

Pricing.....	2
Platform and services.....	3-12
Terms and conditions.....	13-15

[Watch Demo](#) 

[Request Technical Demo](#) 

Pricing

Proposal date: 1/1/18

This quote is valid for 90 days from 1/1/18

Implementation	Schools and/or Students	Subtotal
Website design, build and launch <ul style="list-style-type: none"> <i>School branded design themes (responsive and ADA compliant)</i> <i>ADA compliant site migration approximately 100 pages per school</i> <i>Dedicated project manager and support team</i> 	14	\$3,822.00
<hr/>		
School Communication Platform	Schools and/or Students	Subtotal
Content Management System (CMS) <ul style="list-style-type: none"> <i>Full-featured websites, teacher pages and intranets</i> <i>Unlimited user access and storage</i> <i>Access to "Design for life" premium theme library</i> 	14	\$14,375.76
Notifications and social media <ul style="list-style-type: none"> <i>Unlimited voice, SMS text and email notifications</i> <i>Social media publishing including multiple profiles</i> <i>Contact portal for managing user preferences</i> <i>Dynamic list for contact segmentation</i> <i>Clever integration to SIS</i> 	8200	Not Included
Branded school mobile app <ul style="list-style-type: none"> <i>Full-featured including content integration</i> <i>iOS, Android and Web</i> <i>Push Notifications</i> 	8200	Not Included
Campus Suite ADA Service Plan <ul style="list-style-type: none"> <i>Monthly site reporting and monitoring</i> <i>Error corrections and video transcriptions/CC</i> <i>Training and support</i> 	14	\$3,822.00
Support, training and upgrades		Included
Secure cloud hosting with fail-overs (AWS)		Included

First year total*: \$22,019.76

**Due upon proposal execution*

***Second and third year discount only available for 36 month contract*

Second year total: \$14,603.82**

Third year total: \$11,908.37**

The Campus Suite Difference

For over 15 years, schools have counted on Campus Suite websites to help increase enrollment and improve how they communicate to their school community. Now, you can unify your website, voice, text, social media and email into one simple-to-use dashboard you can manage from anywhere – including your phone.



Safe and secure

Automatic failovers and 99.9% uptime guarantee with world-class partners assure your data remains safe, and your critical content will always be up and running.



ADA compliant

We make ADA compliance simple by handling all the testing and technology. From launch to ongoing issue resolution, you can rest easy knowing your content is fully accessible.



Design for life

A built-in Design Manager and ever-expanding library of ADA-compliant themes give you complete control to manage your website and redesign it at any given time.



App and data integration

Campus Suite works seamlessly with your SIS and popular education apps like Google Apps for Education and Microsoft 365, for total integrated communications.



Mobile first

Responsive design not only looks and works great for all your mobile users, but enables you to manage your content just as easily from your phone or tablet.



Save money and resources

As your needs change and grow, we're right alongside to provide the features, upgrades, support and training that reduce the cost of ownership in a long-term web solution.



Design a great website for all

It all starts with a great-looking, professional design that reflects all the great things your school represents.

But more than just looking good, your website has to be easy to access for everyone, simple to navigate and appealing enough to attract new families and engage your existing school community. Your parents, staff and students will know they can depend on you to deliver the content they need.

With Campus Suite Design Manager, you get premium design for life, as you can choose from an ever-expanding library of ADA-compliant themes that give you the power to manage your website – change themes, navigation, headers, footers and widgets any time you like. Design manager allows you to customize every school in your district, or you can select a fully custom option. Either way, you'll make a great impression on your mobile users, people with disabilities and anyone else who experiences your website.

FEATURES

- Premium design themes or custom design option
- Advanced navigation including mega-menus
- Flexible page layouts
- Widget library
- Responsive design
- Google integration
- Multilingual support



Design Manager













ADA compliant

www.campussuite.com/themes



Keeping your website accessible

Campus Suite ADA Service Plan is for schools and districts lacking the resources or expertise to understand and manage ADA requirements for its public website. This plan is designed to keep your website compliant and keep pace with constantly changing content. Campus Suite follows the WCAG 2.0 AA standards to ensure your website works properly for those accessing your website with visual, hearing, motor and cognitive disabilities. Campus Suite provides ongoing reporting, updates and makes you aware of any issues that you are responsible for.

ADA SERVICES	CAMPUS SUITE	CUSTOMER
 Reporting* Ongoing monthly website reports for accessibility errors	✓	
 Text alternates Descriptive text applied to all non-text based elements (i.e. images)	✓	
 Semantic markup Content follows standard semantic formatting such as H1, H2, etc. along with accessibility-specific markups	✓	
 Keyboard navigation Pages are easy to navigate without a mouse, using only keyboard	✓	
 Easy to find information Information can be accessed through search, site map and optional page navigation	✓	
 Tables Tables are checked and formatted to meet required standard	✓	
 Videos Up to 60 minutes per year of English captioning and transcription	✓	
 Forms Make all forms meet requirements (e.g., complex forms may need simplified, print or phone call options)		✓
 PDFs Properly tagged PDFs to meet required standard		✓
 Training and support Video training for best practices and access to helpdesk for support	✓	

*Monthly reporting and updates are conducted September through June.

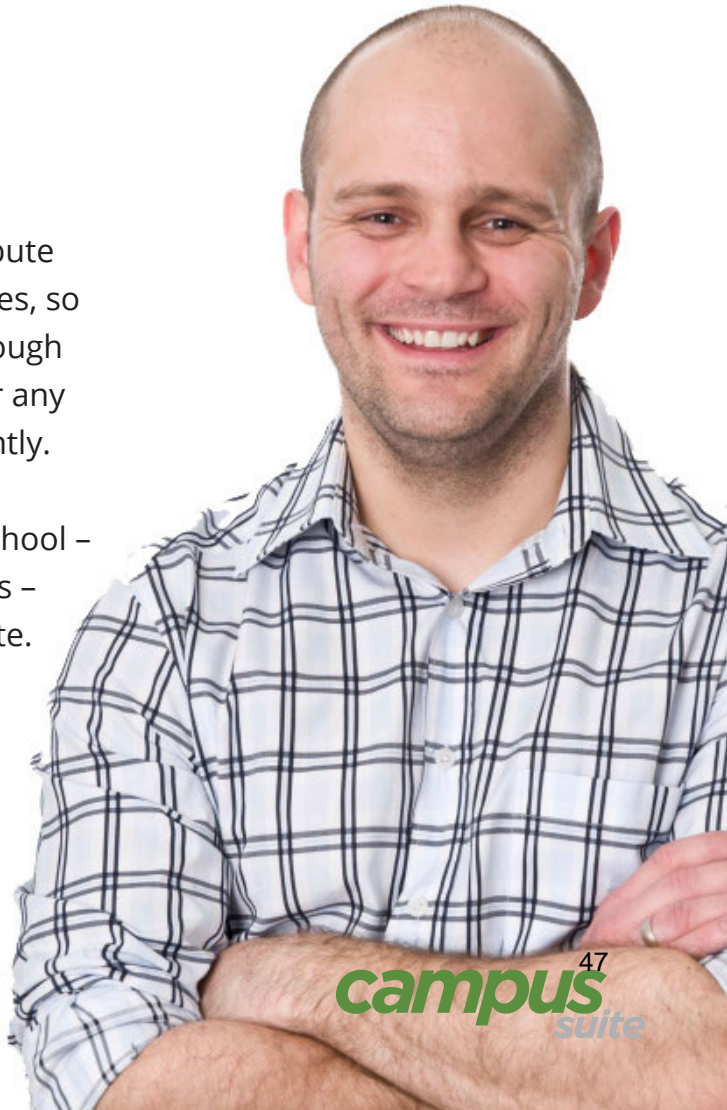


Empowering your staff

The challenge for many school districts is keeping the website content fresh. Often, the system is not easy to use and you don't have the training resources.

Campus Suite helps you empower your staff to contribute to the website, delegating the publishing responsibilities, so you can keep your content up to date. It's powerful enough for your web admins to be efficient, simple enough for any user – regardless of their tech skills – to use it confidently.

The simplicity of Campus Suite's design enables any school – regardless of the range of your staff's technical abilities – to shift how content is managed on your school website. Permissions are easily managed using administrator tools that enable you to decentralize communications and give content ownership to the staff, faculty and others responsible for their respective content.



Create and edit with ease

With Campus Suite tools, it's easy and even fun to create and manage a modern and interactive website that keeps your site fresh. Tools so easy to use, you'll gain immediate buy-in from all your users.

Page publishing is a breeze, and at the heart of it all is a **revolutionary new page editor** that enables you to edit all your pages – including your homepage – with full control of seeing how they look before you go live. You get an accurate view of your page and can preview how they'll appear on mobile devices, without bouncing back and forth between views. Your pages automatically follow the brand and color standards you establish.

Choose from a variety of widgets, page layouts; upload files, images and videos; and create drafts for approval before going live. Image rotators, and data feeds from built-in modules like calendars, staff directories and news give you the ability to pull in the content you want.

FEATURES

- Easy-to-use for faculty and staff
- Powerful inline editor
- Adjustable layouts
- Built-in school brand styles
- Library of widgets for interactivity
- Third party embedments
- Share content to other pages
- Icon libraries
- GAFE integration
- Mobile friendly

Detailed feature matrix:

www.campussuite.com/matrix



Lighten the load on your IT team

Your school's IT team has better things to do than support your website. Campus Suite's integrated solution streamlines data management and provides the tools to make it easy for not just your tech team, but faculty and other staff. There's no drain on your school's IT resources to help manage the back or front end of the your CMS.

From ease in managing all your users to security management, your IT team will appreciate the comprehensive solution Campus Suite provides. With single sign-on, access and permission control, custom roles, detailed control and activity logs – you now have a centralized way to build out all your schools and departments.

For the smaller school districts where budgets and personnel are already tight, Campus Suite is a blessing for the overworked staffer handling anything digital or otherwise electric at your school. For all school districts, Campus Suite is leading the way in shifting how you should approach your discipline. Campus Suite helps you address issues like merging technology with curriculum, help-desk processes, mobile technology integration and generally education technology best practices.

Besides eliminating IT hassles, bottlenecks and workloads, Campus Suite CMS can play an important role in how your school's IT functions evolve.

FEATURES

- Responsive interface
- Role- and group-based security
- Customize roles for users
- Document management
- Complete template management
- SSO and SIS integration
- Multi-website management
- Intranets

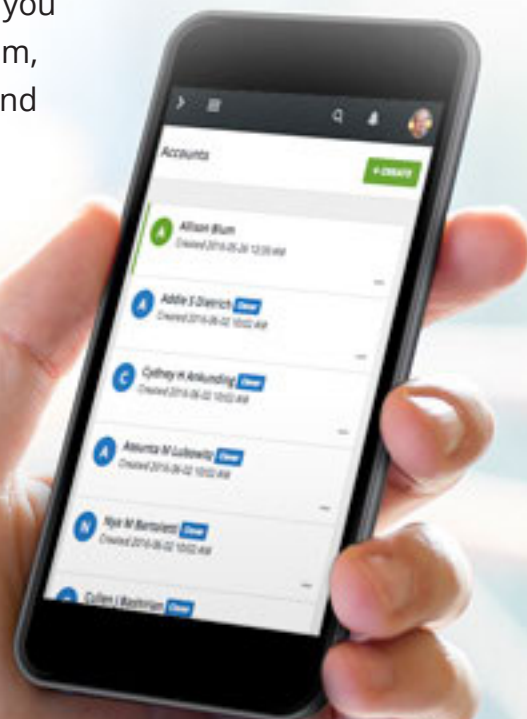
Clever

Google

Office 365

Detailed feature matrix:

www.campussuite.com/matrix



Link teacher, family and school

Classroom websites greatly improve home-to-school communications, so why not make it easy on your faculty members to create their own websites that not only engage parents but put the best foot forward for your school?

The Campus Suite 'Teacher Pages' feature allows your teachers to quickly publish a powerful website that's more than just a homework list. Because they are integrated into the school website, teacher pages readily incorporate shared content from calendars, photo galleries, news, blogs and more. Google Apps for Education are also easily integrated into teacher pages using Campus Suite's single sign-on.

All your teacher sites are branded consistent with the school website and part of the website architecture, helping connect parents to not just your child's classroom, but your school.

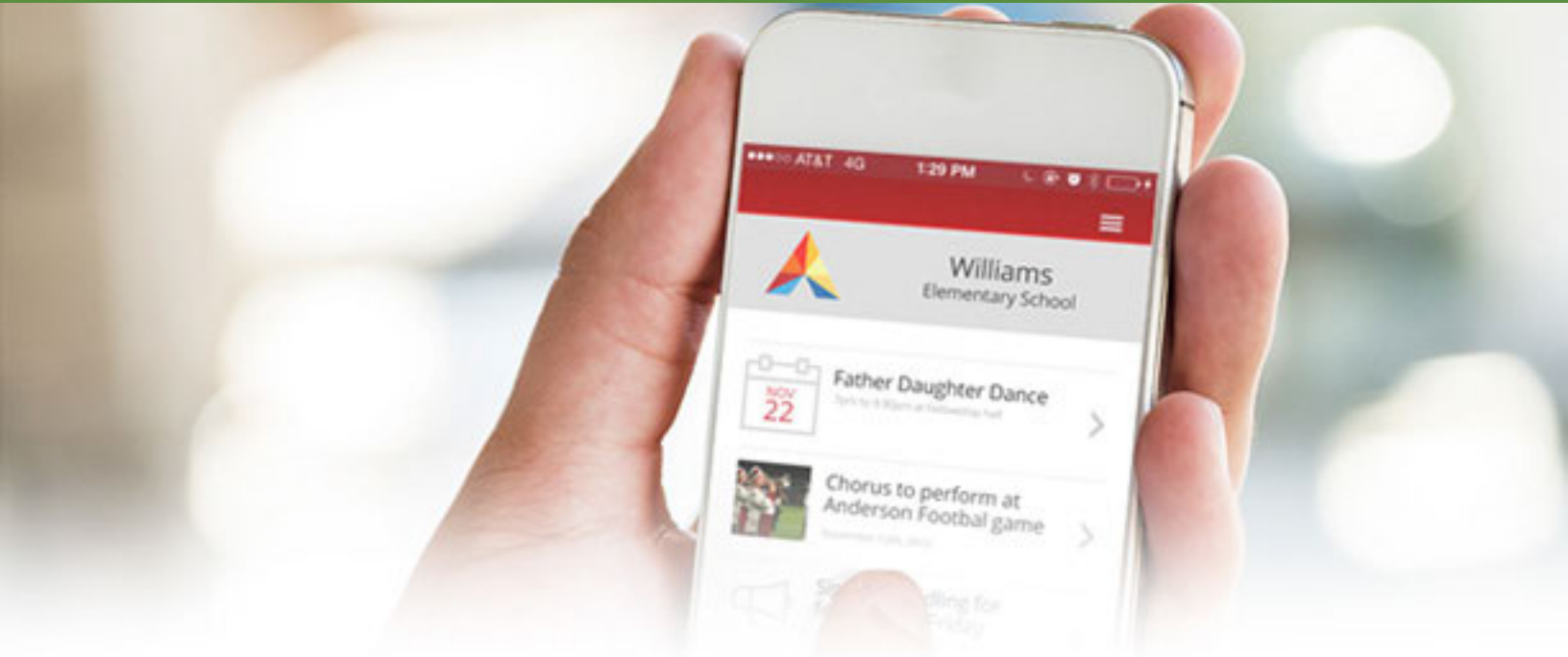
FEATURES

- Integrated into school website
- Teacher-friendly content tools
- Modules: calendar, photo galleries, announcements, blogs, links, homework
- GAFE integration
- Calendar synchronization
- Single sign-on for all apps
- Branded to match the school website
- Easy access from faculty directory

Detailed feature matrix:

www.campussuite.com/matrix





Create a mobile-first school

The Campus Suite mobile app is the preferred way many parents and students would like to connect to your school.

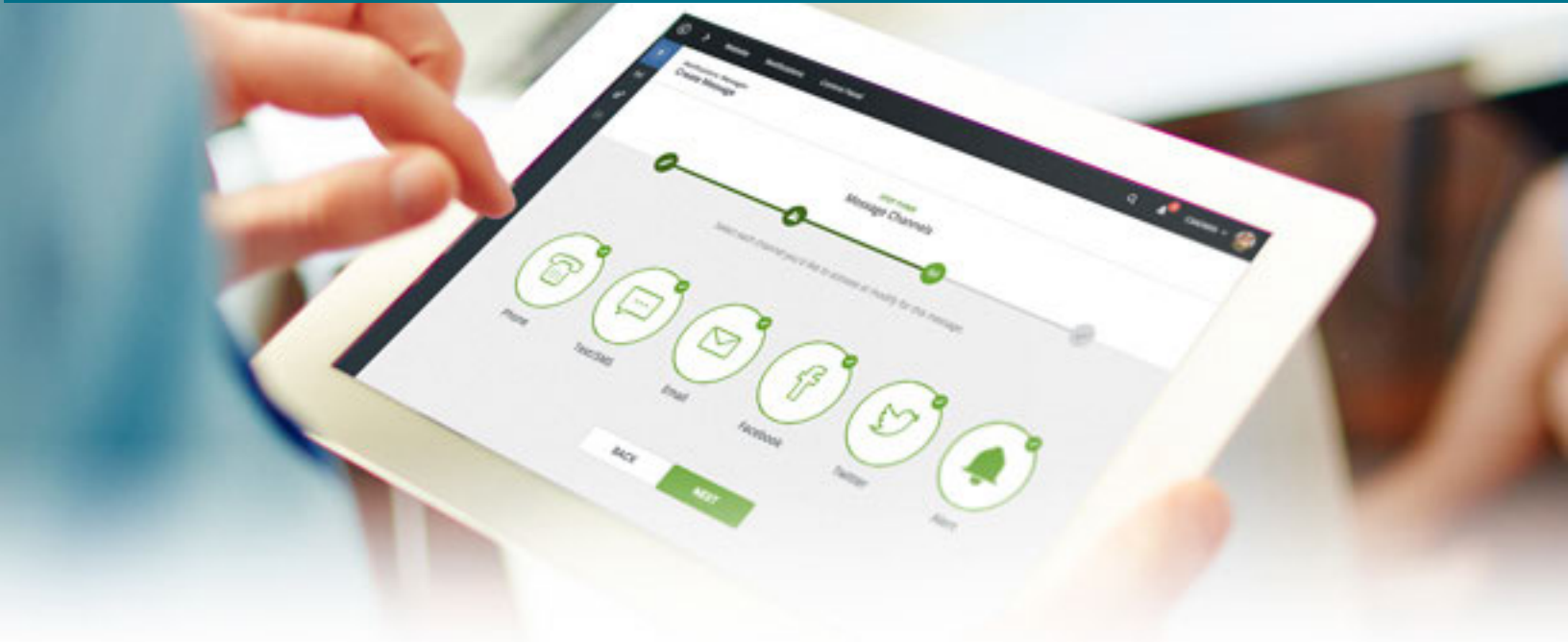
A mobile app is a quick way for users to get the info they need most. A simple menu takes you to all the key resources your parents need to stay current – synchronized calendars, contacts, latest news and more. Links to your school’s SIS, website, and payment centers make a mobile a valuable link to your school.

A digital gateway to and from your school, the Campus Suite mobile app, powered by SchoolInfoApp, enables you to target any group with push notifications. Your mobile app also integrates with your website, social media feeds, giving your school community another way to automatically stay up with just the events and info that pertain to them.

FEATURES

- Push notifications
- Content integration
- Website integration
- School-branded or generic theme
- iOS and Android
- Translation
- Calendars, news, contact directories and more.





Built for the speed of school

Good schools these days require great communications that puts timely information in the hands of your parents just how they want it and when they need it. That's why a dependable, easy-to-manage notification system is a necessary component to successful schools.

The beauty of the Campus Suite notification system is that it's built right into the same dashboard where all your other online communications reside. Create automated voice, SMS text messages, social media posts, emails and website alerts from one central spot. Feed customized content across all your critical communications channels – and do it right from your phone.

Create one message and automatically format it to multiple channels. Target messages any way you want. Broadcast news across the district, to certain schools, or any defined user group such as grade level, classroom and individuals. Users can configure their own preferences to select the kinds of info they want to receive.

FEATURES

- Centralized command center
- User-configurable preferences
- Multi-channel distribution
- Create/send messages from mobile devices
- Segmented list
- Message editor
- Schedule delivery
- SIS integration
- Facebook and Twitter
- Website alerts

Clever



Safeguard your data

When you go with Campus Suite to host your school website, it comes with the industry's strongest protection against data security vulnerabilities.

We've partnered with web hosting and data integration leaders like Amazon Web Services and Clever application management to provide you with the highest level of data security that many schools, businesses and public institutions rely on for protection. What's more, your Campus Suite website data plan is fully scalable with unlimited bandwidth and file storage.

From common authentication and authorization issues to sensitive data exposures, from the benign to the malicious, Campus Suite will protect your school and provide the peace of mind that comes with knowing your website resides in a fail-safe environment that insures your data remains safe and private.

FEATURES

- High-level security
- Fail-safe environment with remote zone failovers
- Automatic back-ups
- Elastic and scalable
- SSL
- Protection against DDoS attacks and other breaches
- Unlimited bandwidth
- Unlimited file storage



Detailed technical document:
www.campussuite.com/technical



Support at every turn

Because we know that some of your users may need a helping hand after your project is launched, we include ongoing full support with every website.

We know what's easy to some, might not be to others, so our Campus Suite support spans every level of user. From the non-techie teacher or staffer creating content for the first time, or the more-advanced site administrator needing a refresher on creating pages or shifting up the navigation. We provide live and recorded training webcasts, phone support, easy-to-follow self-guided resources, access to a comprehensive knowledge base, and a support ticket process per your service level agreement (SLA).

Unlike some website providers, we don't go away after your site is launched. We're there for you, living up to our customer support guarantee. It's a big part of our promise to make web communications easy, and assure that you'll continue to get the most from your Campus Suite-powered website.

FEATURES

- Live Chat
- User support dashboard
- Help desk and phone support
- Guaranteed response times
- Online user guide
- Video training
- Weekly webinars
- Platform upgrades

Service Level Agreement

www.campussuite.com/sla



A playbook for success

Because we know building or redesigning a website is a major and important undertaking for a school, we've taken the Campus Suite formula and created a 'how-to' for producing a powerful, ADA-compliant school website – efficiently and confidently.

Designed to help you plan smartly and save time, the Campus Suite 'Playbook' includes a project roadmap and a site-building tool built right into the dashboard. These help you get your arms around the process and lay out a step-by-step plan for a smooth, coordinated effort. This Playbook enables you to take advantage of the very technology we've developed in more than 15 years of designing, building and launching school websites.

When you arrive at your 'go-live' date, there'll be no surprises, just the satisfaction of knowing you have a winning website that's going to meet your web communication goals.

FEATURES

- Establish requirements
- Planning guidance
- Website goal setting
- User survey forms
- Critical path timeline
- Quality assurance checklist



Site Builder



ADA compliant

View our detailed process
www.campussuite.com/playbook

Campus Suite Terms and Conditions

THIS AGREEMENT ('Agreement') is entered into on (1/1/18), between Innersync Studio LLC ('Licensor'), with its principal place of business located at 752 Dunwoodie Dr., Cincinnati, Ohio 45230 and Duluth Public Schools (FINAL) ('Licensee'), with its principal place of business located at 3215 West 3rd Street, Duluth, MN 55802 and shall be effective as of (1/1/2018) (the 'Effective Date').

RECITALS

WHEREAS, Licensor is engaged in the business of providing access to Software and Licensor's application server;

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Grant of License

Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) access and utilize Campus Suite Hosted Edition (the 'Software') on Licensor's application server over the Internet, and (ii) transmit data related to Licensee's use of the Software over the Internet.

2. Use and Access

A. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software and Licensor's application server for the purpose of using the software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor. Such use and access will be continuous on a 24/7 basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.

B. Licensee will use the Software only for its internal school operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Licensed Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Licensee agrees to use the Software in a manner that complies with all applicable laws including intellectual property and copyright laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.

C. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the software through a single identification or password code being made available to multiple users on a network.

3. Unlimited Calling, E-mailing and Texting Restriction

Licensee may send unlimited calls, emails and texts during the term of this Agreement to the recipient numbers and email addresses based on the enrollment number provided (qualifying personnel included in service at no extra charge) at the time of sign up or on the renewal date. Calls and texts will be limited to the North American Numbering Plan. Valid recipients include (56 parents, guardians, students, employees, faculty and administrative staff. Calls, emails, or texts to others outside of this

enrollment and qualifying personnel are strictly prohibited. All recipients must opt into communications from your school to be called, emailed, or texted.

4. Definition of Unlimited Calls

Certain plans are classified as “unlimited,” which means you can send an unlimited number of time-sensitive messages to a relatively static list of members or recipients, provided, however, that messages conform with all FTC and FCC regulations, and are not considered as “spamming” by your recipients. The following results may result in a plan adjustment or account cancellation by Licensor: Frequently changing recipient lists; frequently sending messages that have a high percentage of disconnected numbers; frequent hang-ups by recipients shortly after the call begins; receiving a high percentage of opt-out requests from your recipients.

5. Minimum Age

You are prohibited from using or registering for the Campus Suite system for notifications for individuals under the age of eighteen. By using or registering for the Campus Suite system, you represent and warrant to Licensor that your users are above the age of eighteen, or have parental consent.

6. Customer Represent and Warrants

Customer Represents and warrants that one (1) user is knowledgeable concerning the restrictions under federal, state and local laws and regulations that may apply to customer’s use of Campus Suite and other automated communication services ordered hereunder, and two (2) each use by the user of Campus Suite shall comply in all respects with all such applicable laws and regulations, including but not limited to the type and identity of each call recipient, transmission of a valid caller-ID, customer’s relationship to each call recipient, the call date and time selected by the user and the content and timing of each call. Any unlawful use by the user of Campus Suite is strictly prohibited. Customer and the person executing this Agreement jointly and severally represents and warrant that such person is fully authorized to execute and deliver the Agreement on behalf of the customer.

7. Price and Payment

A. Licensee will pay Licensor the following per annual subscription cost for the license of the Software and access to Licensor's application server: \$22,019.76 per the first year, \$14,603.82 per the second year and \$11,908.37 per the third year for notifications and for website CMS. Licensor will invoice the licensee for quantity pricing on the first day of the contract date.

Licensor reserves the right to change pricing based on, provider cost changes, additional features, or excessive utilization of the software resources. The licensor will notify the licensee 30 (thirty) days in advance of any price changes.

B. The fees for the license of the Software do not include taxes. If Licensor is required to pay or collect any federal, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Licensor's net income, then such taxes and/or duties will be billed to and paid by Licensee immediately upon receipt of Licensor's invoice and supporting documentation for the taxes or duties charged.

C. One-time fee of \$3,822.00 is due upon execution of the proposal and the software, support and hosting fee is due on (1/1/2018) (the 'Effective Date').

8. Technical Support

Licensor will supply telephone and/or email support to Licensee based on support level (Premium, professional or standard) regarding the Software on a reasonable and necessary basis to Client within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. Licensor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

9. Term and Termination

A. The term of service shall be (36) months starting (1/1/2018) with voluntary one year extensions. The parties agree that unless either party provides written (letter, facsimile, email) notice of intent not to extend the contract for an additional year within 30 days of the applicable termination date to the authorized representative contact below, the contract will be extended for a term of one year.

B. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

10. Ownership of Intellectual Property

Title to any proprietary rights in the Software or Licensor's web site will remain in and be the sole and exclusive property of Licensor. Licensee will be the owner of all content created and posted by Licensee.

11. Confidentiality

A. Licensee acknowledges that the Software and other data on Licensor's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to Licensor. Licensee will safeguard the right to access the Software and other software installed on Licensor's application server using the same standard of care that Licensee uses for its own confidential materials.

B. All data pertaining to Licensee disclosed to Licensor in connection with the performance of this Agreement and residing on Licensor's application server will be held as confidential by Licensor and will not, without the prior written consent of Licensee, be disclosed or be used for any purposes other than the performance of this Agreement. Licensor will safeguard the confidentiality of such data using the same standard of care that Licensor uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or failure to act on the part of Licensor, generally known or available; (ii) is known by Licensor at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to Licensor by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by Licensor as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Licensee. Further notwithstanding the forgoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

12. Warranty and Disclaimer

Licensor warrants the Software is developed and will be provided in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR
PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

13. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Licensee will indemnify and hold Licensor harmless against any claims incurred by Licensor arising out of or in conjunction with Licensee's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Licensor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the twelve month period immediately preceding the occurrence or act or omission giving rise to the claim. Licensor is not liable for any damages, claims, or costs from loss of access to the software, or loss of licensee data for disconnection for non-payment. ADA compliant web content is the responsibility of the Licensee and Licensor is not held liable for any related circumstances related to ADA compliant lawsuits brought forth from the effective date.

14. Relation of Parties

Nothing in this Agreement will create or imply an agency or employment relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

15. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

16. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Ohio. The arbitration will be held in Ohio. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

17. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs. Licensor's total liability under this Agreement with respect to the Software, legal fees, or damages regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the twelve month period immediately preceding the occurrence or act or omission giving rise to the claim.

18. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

19. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

20. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

21. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

PROVIDER: Innersync Studio, LLC

By: _____ Date: _____

Authorized Representative

Innersync Studio, LLC

USER: Duluth Public Schools (FINAL)

By: _____ Date: _____

Print name: _____

Authorized Representative

Duluth Public Schools (FINAL)

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 individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Enbridge	\$250.00	HOSA	HOSA
Denfeld	Maurices	\$1,250.00	None	None
East	Stephen Holmes on behalf of John M. Holmes	\$500.00	East student	\$500 annual scholarship per the wishes of John M. Holmes
East	Maurices	\$1,250.00	None	None
Lester Park	Lester Park PTA	\$2,399.00	Playground	TEN SPIN for playground
Lowell	Van Allen	In Kind	None	\$13,720 donation of 686 hardcover books to be used at Lowell and other school libraries within in the District
Myers-Wilkins	Lee Anne Heikkinen	\$50.00	Drumming Club	New drums
Myers-Wilkins	Fairfield Inn Duluth	\$460.92	None	None

RESOLUTION

Adoption of the Preliminary Budget Report for the Fiscal Year 2019 Budget

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the preliminary budget report for the fiscal year 2019 budget as presented to the School Board, be adopted. In addition, the School Board requests periodic updates as Administration continues to finalize the Fiscal Year 2019.

#N/A

General Fund - Unrestricted

	Revised Budget FY 2018			Working Budget FY 2019			Difference
	Salary & Fringe	Non-Labor	Total	Salary & Fringe	Non-Labor	Total	
Expenditures							
010-050 Administration	\$ 4,324,348	\$ 610,671	\$ 4,935,019	\$ 4,213,921	\$ 569,671	\$ 4,783,592	\$ (151,427)
105-110 District Support Services	2,634,273	1,213,025	3,847,298	2,594,273	1,213,025	3,807,298	(40,000)
200-298 Elem & Secondary Reg	26,909,162	1,192,218	28,101,380	31,362,162	1,082,218	32,444,380	4,343,000
300-380 Vocational Education	1,542,935	102,050	1,644,985	1,564,907	102,050	1,666,957	21,972
400-422 Special Education	17,830,954	589,538	18,420,492	17,593,011	544,538	18,137,549	(282,943)
505-590 Community Education			-			-	
605-640 Instructional Support	1,409,206	57,726	1,466,932	1,300,216	57,726	1,357,942	(108,990)
710-770 Pupil Support	3,810,251	4,559,641	8,369,892	3,821,304	4,443,471	8,264,775	(105,117)
805-865 Sites and Buildings	4,509,610	7,597,471	12,107,081	3,020,330	7,757,471	10,777,801	(1,329,280)
910-940 Fiscal & Other Fixed	3,400,000	521,272	3,921,272	3,400,000	656,272	4,056,272	135,000
Total Expenditures	\$ 66,370,739	\$ 16,443,612	\$ 82,814,351	\$ 68,870,124	\$ 16,426,442	\$ 85,296,566	\$ 2,482,215

Option A Budget Investments & Adjustments Summary

Base deficit: \$3,137,192 + New Investments: \$2,976,800 = Total Adjustments \$6,113,992

.4 curriculum support	\$38,400
Specific School Supports: These supports will be aligned with the specific needs identified by Continuous Improvement Teams and district staff. Supports may include, but are not limited to, interventionists, instructional staff, social-emotional supports, trauma specialists, etc. The majority of these funds will be invested in staff.	\$2,983,000

Preliminary Budget Adjustments: \$6,013,586 Remaining to be identified: \$202,606

Human Resources Retirement savings (estimate), insurance below projection (estimate)	\$550,000
Curriculum & Instruction PD expenses, Mastery Connect reduction, mentoring budget reduction, secondary content meeting reduction, media budget reduction, District level supported Americorps positions	\$185,400
Assessment Test proctors	\$47,086
Finance & Business Services Savings in contracted services	\$30,000
Asst Supt/Operations District -wide CIT meetings, managerial budget reductions, electronic payment of activity fees	\$93,000
District-wide Reduction in site PD funds, lease revenues increased, middle school "referendum" funding decrease, clerical adjustment of weeks	\$386,075
Special Services TOSA reduction, specific PD, requested leaves unfilled, staff reductions	\$351,025
Transportation Software savings, reduced gas & fuel costs, delay van purchase, reduced overtime, add fee for trip coordination	\$131,000

Facilities & Maintenance Change cleaning schedule, elimination of open positions	\$517,400
Technology Delay telepresence, unfilled position	\$240,000
LTFM Shift Shift portion of maintenance staff funding source	\$1,000,000
Ratio Shift Increase teacher to student ratio by 3:(any increased revenue or savings would be applied to this area to decrease this amount)	\$2,400,000

This preliminary budget will continue to change and develop as we further refine our revenues and expenditures for the coming year.

Revised 3.9.2018

FY 18 TO FY 19 COMPARED COMPARISON

Site #	2018				Allocation of 80%			Site Totals
	2018 Generated	Site Totals	Allocated for		2019 Generated	Support above ratio	20% DW for staffing	
			staffing	Discretionary				
Congdon Park	91,628.37	460,285	460,285		82,532.84	66,026	86,989	153,016
Homecroft	53,757.45	287,678	287,678		53,088.10	42,470	53,712	96,182
Lakewood	58,411.08	163,018	163,018		60,093.54	48,075	32,402	80,477
Lester Park	33,003.33	383,582	383,582		41,211.69	32,969	80,713	113,683
Lowell	256,324.08	390,741	326,057	64,684	245,901.89	196,722	60,425	257,147
MacArthur	819,359.82	385,975	268,500	117,475	913,334.24	730,667	60,425	791,093
Myers	893,978.37	423,714	297,267	126,447	1,056,672.11	845,338	61,739	907,077
Piedmont	697,616.58	534,766	404,771	129,995	768,409.20	614,727	76,772	691,500
Stowe	391,653.78	261,268	191,785	69,483	484,251.04	387,401	43,495	430,895
Subtotals	3,295,732.86	3,291,027.00	2,782,943.00	508,084.00	3,705,494.65	2,964,395.72	556,673.25	3,521,068.97
Lincoln Park	546,400.35	435,493	199,496	235,997	858,713.70	686,971	82,319	769,290
Ordean East	143,941.59	341,237	341,237		136,715.54	109,372	142,014	251,387
Subtotals	690,341.94	776,730.00	540,733.00	235,997.00	995,429.24	796,343.39	224,333.19	1,020,676.58
Denfield	735,861.93	577,918	297,752	280,166	735,297.55	588,238	117,056	705,294
East	121,422.30	474,014	474,014		122,485.74	97,989	213,678	311,667
Subtotals	857,284.23	1,051,932.00	771,766.00	280,166.00	857,783.29	686,226.63	330,734.56	1,016,961
TOTALS	4,843,359.03	5,119,689.00	4,095,442.00	1,024,247.00	5,558,707.18	4,446,965.74	1,111,741.00	5,558,706.74

Revised 3.9.2018

Option B Budget Investments & Adjustments Summary

Base deficit: \$3,137,192 + New Investments: \$1,876,800 = Total Adjustments \$5,013,992

.4 curriculum support	\$38,400
Specific School Supports: These supports will be aligned with the specific needs identified by Continuous Improvement Teams and district staff. Supports may include, but are not limited to, interventionists, instructional staff, social-emotional supports, trauma specialists, etc. The majority of these funds will be invested in staff.	\$1,883,000

Preliminary Budget Adjustments: \$4,913,585 Remaining to be identified: \$100,407

Human Resources Retirement savings (estimate), insurance below projection (estimate)	\$550,000
Curriculum & Instruction PD expenses, Mastery Connect reduction, mentoring budget reduction, secondary content meeting reduction, media budget reduction, District level supported Americorps positions	\$185,400
Assessment Test proctors	\$47,086
Finance & Business Services Savings in contracted services	\$30,000
Asst Supt/Operations District -wide CIT meetings, managerial budget reductions, electronic payment of activity fees	\$93,000
District-wide Reduction in site PD funds, lease revenues increased, middle school "referendum" funding decrease, clerical adjustment of weeks	\$386,075
Special Services TOSA reduction, specific PD, requested leaves unfilled, staff reductions	\$351,025
Transportation Software savings, reduced gas & fuel costs, delay van purchase, reduced overtime, add fee for trip coordination	\$131,000

Facilities & Maintenance Change cleaning schedule, elimination of open positions	\$517,400
Technology Delay telepresence, unfilled position	\$240,000
LTFM Shift Shift portion of maintenance staff funding source	\$1,000,000
Ratio Shift Increase teacher to student ratio by 1.5:(any increased revenue or savings would be applied to this area to decrease this amount)	\$1,400,000

This preliminary budget will continue to change and develop as we further refine our revenues and expenditures for the coming year.

Revised 3.12..2018

FY 18 TO FY 19 COMP E D COMPARISON

	Allocation of 80%						2019 Site Totals		
	2018			2019					
	2018 Generated	2018 Budget	Allocated	Discretionary	2019 Generated	Allocated		20% DW for staffing	
Congdon Park	435	91,628.37	460,285	82,532.84	49,520	16,507	86,989	153,016	
Homecroft	475	53,757.45	287,678	53,088.10	31,853	10,618	53,712	96,182	
Lakewood	500	58,411.08	163,018	60,093.54	36,056	12,019	32,402	80,477	
Lester Park	510	33,003.33	383,582	41,211.69	24,727	8,242	80,713	113,683	
Lowell	520	256,324.08	390,741	245,901.89	147,541	49,180	60,425	257,147	
MacArthur	525	819,359.82	385,975	268,500	117,475	182,667	60,425	791,093	
Myers	540	893,978.37	423,714	297,267	126,447	211,334	61,739	907,077	
Piedmont	550	697,616.58	534,766	768,409.20	461,046	153,682	76,772	691,500	
Stowe	565	391,653.78	261,268	484,251.04	290,551	96,850	43,495	430,895	
Subtotals		3,295,732.86	3,291,027.00	2,782,943.00	508,084.00	3,705,494.65	2,223,296.79	741,098.93	556,673.25
Lincoln Park	225	546,400.35	435,493	199,496	235,997	858,713.70	171,743	82,319	769,290
Ordean East	335	143,941.59	341,237	136,715.54	82,029	27,343	142,014	251,387	
Subtotals		690,341.94	776,730.00	540,733.00	235,997.00	995,429.24	597,257.54	199,085.85	224,333.19
Denfeld	215	735,861.93	577,918	735,297.55	441,179	147,060	117,056	705,294	
East	220	121,422.30	474,014	122,485.74	73,491	24,497	213,678	311,667	
Subtotals		857,284.23	1,051,932	771,766	280,166	857,783.29	514,670	171,557	330,735
TOTALS		4,843,359.03	5,119,689.00	4,095,442.00	1,024,247.00	5,558,707.18	3,335,224.31	1,111,741.44	1,111,741.00
									5,558,706.74

**Expenditure Contracts Signed
February 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of February 2018:

Name	Amount	Source	Description
Lisa Malcomb	\$300.00	Curriculum	Workshop
Matrix Soils & System Inc.	\$550.00	Facilities	Septic inspection (Lakewood)
Brigette Eckwood	\$350.00	Office of Education Equity	Workshop
Zeitgeist Center for Arts & Community	\$8,000.00	Office of Education Equity	Increase the “not to exceed” amount on this contract from \$5K to \$8K (original contract reviewed by Board in November 2017)
Piedmont ECFE	\$390.00	Special Services	Preschool planning as required by IEP

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Malcomb, 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 26, 2018, and shall remain in effect until February 9, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)
Lisa Malcomb will plan, prep and present a one-day workshop to regional art teachers - "Media Arts" at Piedmont Elementary in Duluth. Cost of supplies will be included in a reimbursement to Ms. Malcomb. Funds from the NE MN Regional Perpich Grant. (More info on last page of contract.)

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 300.00 - three hundred dollars (\$250.00-presentation fee and \$50.00-supplies). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

4424 Dodge street, Duluth, MN 55804

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.

Workshop for Media/Visual Arts Teachers - NE MN Perpich Grant Funding
Friday, Feb. 9th 8:00am-3:30pm
Piedmont Elementary - Duluth MN

This workshop will include two media arts projects that can be adapted for all ages (K-12). The morning will be spent learning about and creating stop animation videos using free software such as Windows Movie Maker and WeVideo. The afternoon will be spent creating agamagrams of digitally altered portraits.

Bring digital projects to share in an easy to share format such as on YouTube or on a flash drive. This workshop is designed for teachers who are less experienced in media arts and want to find more ways to integrate it into a traditional art curriculum. The presenter for the day is Lisa Malcomb, Art Teacher at William Kelley School in Silver Bay.

Supplies for the workshop:

12x18 construction paper

12x18 white drawing paper

Highlighters

Markers

Glue sticks

Agenda for the day:

8:00-8:30 Welcome, Introductions, Photo Time

8:30-9:00 Editing Photos

9:00-11:30 Stop Animation K-12


11:30-12:30 Lunch (during lunch photographs will be printed at UPS store)

12:30-2:30 Agamagrams (both hand colored and printed)

2:30-3:30 Open Share Time

Memorandum

To: Doug Hasler
CFO

From: Dave Spooner 
Manager of Facilities

Date: February 1, 2018

Re: Matrix Soils & Systems, Inc. Proposal for Lakewood ES

Attached please find the proposal submitted at the Districts request to perform the Saint Louis County required 5 year inspection of the Lakewood Elementary School septic system.

This test is required every 5 years to allow us to remain compliant with Saint Louis County and keep up to date with our operating permit. The total cost is expected to be \$550.00.

Please sign where indicated on the 2 copies of the agreement and return to me for processing. I am available for additional questions if required.

Enclosure(s)

January 24, 2018



Mr. Dave Spooner, Manager of Facilities
Duluth Public Schools, ISD 709
215 North 1st Avenue East
Duluth, MN 55802

U.S.D. #709
FACILITIES MGMT

Re: Onsite Wastewater System Operation and Maintenance
Lakewood Elementary, 5207 North Tischer Road, Duluth, MN 55804

Dear Mr. Spooner:

Thank you for the opportunity to submit this proposal for professional services. The enclosed agreement presents scope of services, schedule, and fee to assist in operation and maintenance of the onsite wastewater system at Lakewood Elementary.

Project field work will be completed sometime after March 1st, subject to weather conditions (lack of snow and soil frost). Letter report of system operation status will be available within 14 days of completing the field work.

Fee for completing the activities as presented in the agreement \$550, which is due upon signature. This amount does not include the operating permit renewal fee. Please mail a signed and initialed copy of the agreement, and Schedule A, respectively, and check for the retainer to the below address.

Thank you! I look forward to being of service again.

Sincerely,

MATRIX Soils & Systems, Inc.

A handwritten signature in black ink, appearing to read "R. Whitmyer".

Robert W. Whitmyer, CPSS, PSS, Advanced Designer/Inspector, Service Provider
President

Enclosures

January 24, 2018

Mr. Dave Spooner, Manager of Facilities
 Duluth Public Schools, ISD 709
 215 North 1st Avenue East
 Duluth, MN 55802

Re: Onsite Wastewater System Operation and Maintenance
 Lakewood Elementary, 5207 North Tischer Road, Duluth, MN 55804

CHARGED ITEMS	PERCENT COMPLETE	FEE	AMOUNT THIS PERIOD
2014 O & M Services	100	\$720.00	\$ 720.00
2018 O & M Services: O & M Evaluation		\$550.00	550.00
		TOTAL TO DATE	\$1,270.00
		AMOUNT RECEIVED	\$ 720.00
		TOTAL THIS INVOICE	\$ 550.00
		TOTAL DUE	\$ 550.00

Thank you for your business!



**AGREEMENT FOR SUBSURFACE SEWAGE
TREATMENT SYSTEM SERVICES: Operation & Maintenance**

Client (name and address): Duluth Public Schools, ISD 709
% Dave Spooner, Manager of Facilities
Duluth Public Schools, 215 N. 1st Ave. E., Duluth, MN 55802

Owner (name): Duluth Public Schools, ISD 709

Location of Work: Lakewood Elementary, 5207 N. Tischer Rd., Duluth, MN

Legal Description of Property: Part of the Southeast ¼ of the Northeast ¼ of Section 20, T51N, R13W, Lakewood Twp., St. Louis Co.

Property Parcel Code: 415-0010-05525, 05520, & 05530

Consultant: MATRIX Soils & Systems, Inc., 3990 Fairview Road, Rice Lake, Minnesota 55803-2708

Work to Be Performed According to: Operation and maintenance (O & M) evaluation and services for subsurface sewage treatment systems (SSTS) in compliance with Minnesota Pollution Control Agency (MPCA) rules or other residential and commercial services as set forth below.

Description of SSTS Work to Be Performed by Consultant (check all that apply):

- Initial site visit for commercial systems: Includes initial site review, gathering system documentation, and bid preparation for system operation and maintenance evaluation.
- Operation and maintenance evaluation for operating permit renewal: Residential.
- Operation and maintenance evaluation for operating permit renewal: Commercial.
- Operation and maintenance evaluation for non-operating permit system
- Operation and maintenance – basic residential plan: Provide operation and maintenance services during the operating period including O & M evaluation at end of the period, site review, meter reading, and filter or screen cleaning. (System repairs or required upgrades are not included.)
- Operation and maintenance – commercial plan: Provide operation and maintenance services during the operating period including O & M evaluation at end of the period, required site review(s), meter reading(s), filter or screen cleaning, and non-problem diagnosis. (System repairs or required upgrades are not included.)

Payment. Client agrees to pay Consultant for the services to be provided under this Agreement in accordance with the fees shown on the attached Schedule A. In the event that the scope of the work differs from that listed above, Client shall pay for such additional work upon receipt of an invoice from Consultant. Consultant agrees to make a reasonable effort to advise Client of additional work that is necessary, provided that Consultant shall not be required, if Client is not immediately available, to advise client of additional charges of less than \$250.00 that Consultant intends to carry out, since same are in the best interests of Client and are the most economical and expedient way to accomplish the additional work.

Time for Payment.

- A. Initial site visit for commercial systems and O & M evaluations for residential and commercial systems require full payment of fees to Consultant by Client upon Agreement execution.
- B. Ongoing O & M may be paid to Consultant by Client in full at the advanced payment rate or in installments during the operating period as set forth in schedule A, which is attached.
- C. Consultant may withhold its reports and/or evaluations pending final payment by Client.
- D. All sums not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, commencing thirty days after the due date.

Time for Performance of Services. Work will be commenced on or after: March 1st, 2018.

Status of Consultant. This Agreement calls for the performance of the services of the Consultant as an independent contractor and Consultant will not be considered an employee of the Client for any purpose.

Standard of Practice. Consultant shall perform services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions.

Information Provided. Client shall provide Consultant with all system documentation including copies of the system design worksheets, copy original certificate of authorization to use operating permit system, and copies of all original system design drawings, and final as built drawings. Prior to initiation of work, Client shall provide Consultant with all contact information including daytime telephone number(s).

Indemnification. Client agrees to hold Consultant and its employees harmless and to defend and indemnify Consultant and its employees from and against any and all claims, demands, losses, or costs (including but not limited to, reasonable attorney's fees) arising out of any claims related to Consultant's O & M evaluation(s), or ongoing services.

Limitation of Liability. The relative risks and benefits to both the Client and Consultant arising from the services provided under this Agreement have been allocated such that the Client agrees, the fullest extent of permitted by law, to limit the total aggregate liability, of Consultant to the Client and/or others, from all claims, losses, costs, and/or damages of any nature whatsoever to the total fee paid by the Client.

Ownership of Documents. All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain the property of Consultant. Documents submitted to or on behalf of Client may be used by Client for the project and purpose(s) intended only. Use of documents or portions thereof by Client or others for any other project or purpose without the prior written consent of Consultant is prohibited and any such use shall be paid for by Client as if it was a separate service, separately ordered or a separate system at the full retail price of the work purchased by Client hereunder. No such use of document(s) or portion thereof for any other project or purpose even if consented to and/or paid for shall invoke any warranty or responsibility on Consultant, unless otherwise specifically agreed to in writing.

No Warranty. O & M evaluation(s) prepared by Consultant will be based upon a visual inspection and interpretation of SSTS system by Consultant, and upon certain information disclosed by Client on

which Consultant has relied. Consultant's evaluation is limited to the day Consultant views the system. Consultant's evaluation and associated documentation are not intended to be a warranty or guarantee of the future adequacy or performance and should not be relied upon as such. Consultant shall not be liable for any changes to the site or system by others; nor for any installation or construction related problems, or other matters arising after the day of evaluation.

Waiver or Modification Ineffective Unless in Writing. No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by Client and a duly authorized representative of Consultant.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, as the case may be, of Client and Consultant, provided, however, that no assignee shall be entitled to rely on any evaluation prepared by Consultant, without the prior written consent of Consultant.

Severability. Provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in this Agreement.

Attorney Fees. If either party is compelled to take legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover costs and expenses incurred in connection with such legal action, including reasonable attorney's fees and expenses.

Termination of Services. This agreement may be terminated at any time by the Consultant or Client should either fail to perform their obligations as described in this document. In the event of termination, Client shall pay Consultant for all services rendered and all reimbursable expenses incurred prior to the date of termination. In the event that Client terminates without cause, which Client may do so on thirty (30) days written notice, Client shall be responsible for all services rendered and reimbursable expenses incurred prior to the date of termination and, in addition, shall pay Consultant fifty percent (50%) of the amount that would be due in the future under the agreement, and Consultant shall have no further duties or responsibilities. This is intended as a liquidated damage clause due to the difficulty of estimating the loss in the event of a without cause termination by Client.

Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

Consultant:

Client:

MATRIX Soils & Systems, Inc.

Duluth Public Schools, ISD 709

By  _____

 _____

Its **President and Service Provider**

Douglas A. Hasler, CFO

Date **January 24, 2018**

Date _____

Schedule A

The following indicated and initialed fees shall become part of the Agreement and paid by Client.

- Conduct initial site review and bid preparation for commercial systems:
\$170.00 _____
- Conduct system O&M evaluation for residential operating permit system:
\$330.00 _____
- Conduct system O&M evaluation for residential non-operating permit system:
\$225.00 _____
- For residential system, conduct one (1) year of system and flow monitoring and filter cleaning, one O & M evaluation, call service; and any non-repair maintenance, which does not include tank pumping:
\$135.00 _____
- Conduct system O&M evaluation for commercial system:
\$550.00 _____ ✓
- For commercial system, conduct _____ year of semi-annual system, flow, and effluent monitoring and filter cleaning; one O & M evaluation; call service; and any non-repair maintenance, which does not include tank pumping: **\$1,275.00** _____
- Charge for additional unscheduled site visits (invoiced per visit):
\$95.00/hour + \$0.63/mile (\$150.00 minimum) _____ ✓

All costs for county permit fees, system pumping, or improvements or repairs required to maintain compliant system operation shall be responsibility of the Client.

Client Initials DH

All separate trips by Consultant for diagnosis of system conditions or problems not specifically covered by this contract shall be paid by the Client as an additional cost.

Client Initials DH

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of February, 2018, 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 8, 2018, and shall remain in effect until June 30, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The 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 per performance, up to a sum not to exceed \$350.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of 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: Brigette Eckwood, 1401 E 2nd St., Duluth, MN 55805 phone: 218.355-0851.

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

Date: February 6, 2018

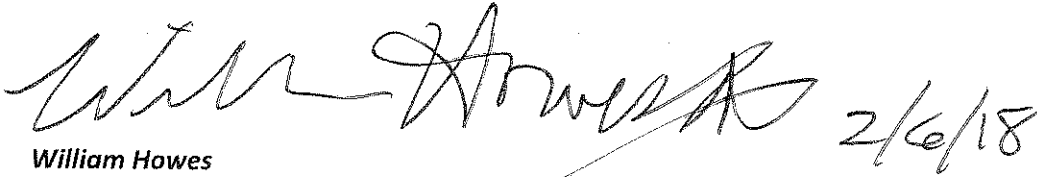
To: Doug Hasler - Director of Business Services

From: William Howes
Coordinator - Office of Education Equity

Subject: **Amendment to Contractor Agreement with Zeitgeist Center for Arts & Community**

Refer to *Contract - Zeitgeist Center for Arts & Community Contract 2017-18*

We are requesting to increase the "not to exceed" amount within the existing contract from \$5,000.00 to \$8,000.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract (\$25.00/hour rate). This will allow for additional hours to complete the project by the end of this school year.


William Howes
Coordinator - Office of Education Equity

OK DH
2/7

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Zeitgeist Center for Arts & Community, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 29, 2017, and shall remain in effect until June 30, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting *ARE* student participants, Recruiting Volunteers and Spoken Word Artists for *ARE*, Facilitating the Be Heard Poetry Slam Program, Assist *ARE* youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary. *The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for 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 the performance services listed above at a rate of \$25.00/hour up to a sum not to exceed \$5,000.00 (five thousand 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: AH Zeppa Family Foundation DBA Zeitgeist Center for Arts & Community 222 E Superior St, STE 326 Duluth, MN 55802
Contact: Brooke Wetmore, (218) 336-1361

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.

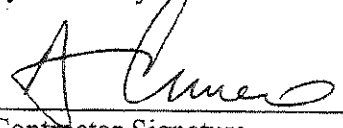
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

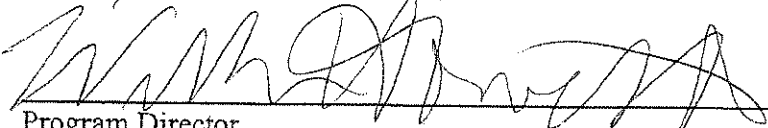
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

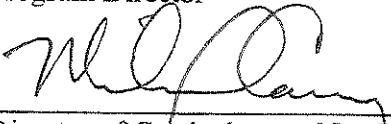
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

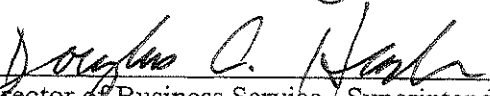
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Contractor Signature 20-6424699 SSN/ Tax Identification Number 10/11/17 Date

William Howes _____
Initiator - (Contact with questions) 9/21/17 Date


Program Director 10/3/17 Date


Director of Curriculum and Instruction 10/6/17 Date


Director of Business Service / Superintendent of Schools 10/9/17 Date

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **February 12, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Piedmont ECFE** (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 1.5 hours (90 minutes) per day, 1 day per week, and up to 33 days.
 2. The AGENCY shall perform these services at: **2827 Chambersburg Ave. Duluth, MN 55811.**
 3. The approximate date the service will begin is, **September 14, 2017** and shall not extend beyond **May 31, 2018**; the contract not to exceed a total of **33 Days** (1 Days per Week) and a total cost up to **\$390.00.** (\$130.00 - 3 times per year)
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows:
Upon receipt of monthly/quarterly billing statement
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows:
Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

ISD
709
6 **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. Hansen
C.F.O. Executive Director of Business Services

Date 2/20/18

Special Services Department

215 N. 1st Ave. East

Duluth, MN 55802

By _____

Jessie Cream
Director

2/14/18

AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of January, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Segue Consulting Partners-Dr. Wendy Barden, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 31, 2018, and shall remain in effect until March 2, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (insert programs or services to be performed by contractor)
Dr. Wendy Barden will plan, prep and present a one-day workshop to regional arts teachers "Student Assessments and PLCs for Arts Teachers". Segue Consultants/Dr. Barden will provide materials and snacks as part of the presentation fee. Funds from the NE MN Regional Perpich Grant. (More info on last page of contract.)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ \$1,235.00 - one thousand two hundred & thirty-five dollars (\$1,100.00-workshop fee, materials and snacks/beverages, \$135.00-hotel). 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.

\$ 0
see attached
JMO
2/26/18

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Teri L. Akervik, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail 15223 Lake Street Ext, Minnetonka, MN 55345.

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

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

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

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

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

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.

<u><i>Wendy Barden</i></u>	<u>61-1608251</u>	<u>2/6/2018</u>
Contractor Signature	SSN/Tax ID Number	Date

<u><i>D. Kerin</i></u>	<u>Music Curriculum, Perpich Grant</u>	<u>1/31/18</u>
Program Director		Date

<u><i>W. J. [Signature]</i></u>		<u>2/9/18</u>
Director of Curriculum and Instruction		Date

<u><i>Douglas A. Healy</i></u>		<u>2/26/18</u>
CFO, Director of Business Services/Superintendent of Schools		Date

Event Date: March 2, 2018

Event Location: Myers-Wilkins Elementary, 1027 N 8th Ave E, Duluth, MN 55805

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

“Student Assessments and PLCs for Arts Teachers”:

Extended discussion of the research and practical implementation of standards-based teaching and learning in an arts classroom and the use of assessment data in PLCs for arts teachers. Our work will include:

- Reviewing standards-based assessment design with checklists and rubrics
- Re-examining the power of student reflection and teacher feedback
- Exploring activities and assessments that tap students' higher-level thinking
- Understanding the use of student assessment data in PLCs
- Collaborative thinking with others who teach the same arts classes you do

Materials, snacks and beverages are included in the presenter fee of \$1,100.00



SEGUE CONSULTING PARTNERS

Working side by side with educators to maximize student learning

15223 Lake Street Ext. • Minnetonka, MN 55345

February 26, 2018

Duluth Schools
Attn: Teri Akervik

Student Assessments and PLCs for Arts Teachers

March 2, 2018

Per the contract signed 2/2/18, Wendy Barden will plan, prep and present the one-day workshop (above). Stated fee was \$1,235.00.

Change: There will be no cost for this workshop, handouts, or snacks.

Ms. Barden started a new position @ Perpich center;
there will be no charge for this service.

Wendy Barden
wbarden@seguecp.com

<https://www.seguecp.com>

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

February 2018

Facilities Management – Maintenance and Operations – General

- In the past month, the Facilities maintenance crews have completed 62 work orders and are currently working on 557 open work orders.
- Facilities maintenance trade crews are currently scheduled at HOCHS.
- A tour with a prospective client was conducted at Nettleton.
- Numerous power outages occurred March 5th and 6th due to high winds.
- Preliminary information has identified OEMS as qualifying for the Energy Star designation with a score of 78.

Capital Construction

- The Rockridge Academy project has been nominated for a national award for excellence in Job Order Contracting. This award recognizes projects that are facilitated with outstanding practices and principals. More information can be learned in the attached link: <https://www.gordian.com/landing-pages/harry-mellon-awards>
- Rockridge Academy budget and construction update provided via email to all School Board members on February 28th.

Building Operations

- Fireperson II positions have been filled at our middle schools. Currently, operations have one maintenance custodian position open for transfer at Laura MacArthur Elementary and Lowell Elementary. In addition, one custodian II position at Denfeld High School will be open for transfer.
- Our new fireperson II's will be attending the Certified Pool Operators class next month to obtain proper licensing for safe and healthy operation of our pools.

Health, Safety & Environmental Management

Environmental/Health/Safety

- Tier II reports were completed and submitted to the State. The reports are to track large amounts of hazardous chemicals on site. The District still has three fuel oil tanks that need to be reported.
- Four gas monitor training including bump test training was conducted for HVAC because they are entering the confined space tunnels at Rockridge for maintenance activities.

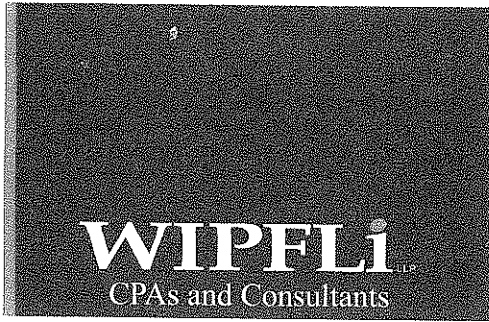
- Welding regulations were reviewed and a meeting was held at East High School to determine if welders could be brought into the shop area. This looks feasible from a safety standpoint.
- The backflow preventer at HOCHS was tested and the report was submitted to city.
- Semiannual Annual system inspections for the kitchen hoods were completed.
- Hoist inspections were scheduled for March.

Emergency Response

- Rockridge ERCM plans were reviewed and further meetings will be held next month to continue meshing The Hills plans with ISD 709 plans.
- Radios have been ordered and installation of the base station is being quoted out for Rockridge.
- A first aid kit was ordered for Rockridge facilities department.

Workers' Compensation Activities

- OSHA Recordables for the month: 0 First report of injuries: 26



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

March 6, 2018

To the School Board
Independent School District No. 709
215 North First Ave 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, 2018. 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 Nonmajor 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, 2018.

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 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 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

To the School Board
Independent School District No. 709
Page 8
March 6, 2018

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

Our fees will be billed as work progresses, and progress billings may be submitted. The fee for this engagement will be \$40,000. This fee includes testing of three major federal programs. There will be an additional \$3,000 for each additional major federal program. 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.

To the School Board
Independent School District No. 709
Page 9
March 6, 2018

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.

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

To the School Board
Independent School District No. 709
Page 10
March 6, 2018

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

ACCEPTED: INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____

(Print Name and Title)

Date: _____

JLS/yy

Enc.

204397

ISD 709 Legislative Platform Priorities for 2017-18

Special Education / New Special Education Formula

- H.F. [2846](#) - Special education working group established; report required (Companion Senate Bill S.F. [2698](#))
 - 02/20/18 Introduction, first reading; referred to [Education Innovation Policy](#)
 - 03/05/18 - Committee report, to adopt as amended and re-refer to [Government Operations and Elections Policy](#)
 - 03/08/18 - Committee report, to adopt as amended and re-refer to [Education Finance](#)
- Resolution to Fully Fund Special Education Services (MN) - MSBA
 - 03/05/18 - more than 170 school districts have passed resolutions ([see map](#))
- Resolution to Fully Fund Special Education Services (Federal) - MSBA
 - 03/05/18 - more than 170 school districts have passed resolutions ([see map](#))

Equity through School Based Early Education Programs

- H.F. [3328](#) - Child eligibility for the early learning scholarship program modified, administration of the early learning scholarship program modified, targeted home visiting program established for high-risk populations, and money appropriated (Senate Companion Bill - S.F. [3013](#))
 - 03/05/18 - Introduction, first reading; referred to [Education Innovation Policy](#)

Former Duluth Central High School

- 03/12/18 - Email to MN Senator Erik Simonson to reconfirm support for private development sales and use tax exemption authorization
 - [S.F. 3573](#) and [H.F. 3926](#) from the 2015-16 session

Mental Health Professionals

- Safe and Secure Schools Act to Protect MN Children and Reduce Gun Violence by Gov. Dayton
 - [Article](#)
 - [Facts](#)
 - [Additional Funding](#)

Mandate Reform & Reduction

Increase Support for Full-Service Community Schools Model

School Safety Bill - Supported by ISD 709

- H.F. [3302](#) - Teacher and school staff training in dangerous situations and firearm provision funding provided, and money appropriated
 - 03/05/18 - Introduction, first reading; referred to [Education Finance](#)
- H.F. [3320](#) - School districts authorized to use long-term facilities maintenance revenue programs for physical modifications enhancing school facility safety, and money appropriated.
 - 03/05/18 - Introduction, first reading; referred to [Education Finance](#)
- H.F. [3365](#) - Safe schools levy increased, safe schools levy authorized to be spent on cyber security activities, and portion of levy available for intermediate school districts linked to the school district per pupil allowance (Senate companion bill S.F. [3020](#))
 - 03/05/18 - Introduction, first reading; referred to [Education Finance](#)

School Safety - New Bills

- H.F. 3315 - MDE Policy Bill
 - [Summary](#) of 2018 Education Policy Bill
- H.F. [2961](#) - Early education provisions modified, five regions for the voluntary prekindergarten program established, determination of the total amount of Pathway II scholarships authorized, and school readiness plus made permanent (Senate Companion Bill - S.F. [2812](#))
 - 02/22/18 - Introduction, first reading; referred to [Education Innovation Policy](#)
- H.F. [3315](#) - PreK - 12 education provided, including general education, education excellence, teachers, facilities and technology, nutrition, early childhood and family support, and self-sufficiency and lifelong learning (Senate Companion Bill - S.F. [3086](#))
 - [Summary](#) of HF3315/SF3086 - 2018 MDE Education Policy Bill
 - 03/05/18 - Introduction, first reading; referred to [Education Innovation Policy](#)
- S.F. [2754](#) - Safe schools revenue program establishment; charter schools eligible for safe schools revenue; safe schools revenue increase and appropriation
 - 02/26/18 - Intro, first reading; referred to [E-12 Finance](#)
- School Safety - [Letter](#) to education leaders by MSBA

Other Items of Note

2018 (90th) legislative session began 02/20/18; expected to adjourn 05/21/18

Bills introduced that may be of interest/note; not an all inclusive list of education bills introduced (Source: MN ASA):

- [H.F. 1507](#) - creating the Student Data Privacy Act; providing penalties; amending Minnesota Statutes 2016, section 13.32, subdivision 1, by adding Subdivisions (Senate Companion S.F. [1961](#))
- [H. F. 2724](#) (Jürgen's) Prohibiting school lunch providers from shaming students; requiring meals policies to be posted to school websites; creating a supplementary reserve fund
- [H. F. 2734](#) (Quam) Allowing school districts to access personnel files of prospective teachers from their employing districts
- [H. F. 2737](#) (Erickson) Creating a directory of cross-references to statutes governing school district flexibility
- [H. F. 2744](#) (Garofalo) Setting the minimum required pupil transportation distance for all students
- [H. F. 2772](#), (Drazkowski) A bill for an act relating to education; modifying provisions on the transportation of nonresident pupils within resident districts; modifying achievement and integration district transfers
- [H. F. 2777](#) (Fenton) Expanding grounds for teacher license revocation, suspension, or denial; expanding grounds for teacher discharge
- [H. F. 2794](#), Making members and employees of the Professional Educator Licensing and Standards Board and the Board of School Administrators mandated reporters
- [H. F. 2795](#) (Loon) Codifying teacher code of ethics; requiring background checks; expanding mandatory reporting; expanding grounds for teacher discharge; expanding criminal sexual conduct offenses for persons in current or recent positions of authority over juveniles
- [H. F. 2859](#) (Erickson) Requiring state assessments to be administered in May
- [H. F. 2936](#) (Erickson) Transferring administration of school trust lands; establishing the school trust management account; authorizing rulemaking; requiring a report
- [H.F. 3370](#) (Franke) A bill for an act relating to education; requiring threat assessment teams and oversight committees; providing access to criminal history records and health records; appropriating money
- [H.F.3587](#) (Peterson) A bill for an act relating to education; providing for non-exclusionary pupil disciplinary policies and practices; requiring a report
- [H.F. 3589](#) (Urdahl) A bill for an act relating to education; requiring reporting on civics test questions
- [S.F. No. 2477](#) (Lourey) Providing enhanced debt service equalization for school districts in certain unique situations
- [S.F. No. 2487](#) (Nelson) Providing for an academic balance policy
- [S.F. No. 2537](#) (Hoffman) Clarifying the definition of teacher
- [S.F. No. 2538](#) (Hoffman) Requiring paid orientation or professional development for special education paraprofessionals

- [S.F. No. 2552](#) (Housley) Increasing board-approved referendum authority; appropriating money
- [S.F. No. 2605](#) (Housley) Elections; requiring certain information to be available in the polling place for school district bond referendums; amending the ballot language required for school district bond referendums
- [S.F. 2907](#) (Cwodzinski) Addressing school safety and student support, including modifications to crisis management information, review and comment submissions, and allowable uses of safe schools levy; increasing safe schools levy authority; codifying the support our students grant program; appropriating money
- [S.F. 2920](#) (Pratt) Providing for non-exclusionary pupil disciplinary policies and practices; requiring a report
- [S.F. 2993](#) (Bigham) Requiring threat assessment teams and oversight committees; providing access to criminal history records and health records; appropriating money
- [S.F. 3020](#) (Abeler) Increasing the safe schools levy; authorizing the safe schools levy to be spent on cyber security activities; linking the portion of the levy available for intermediate school districts to the school district per pupil allowance
- [S.F. 3038](#) (Kent) Limiting the length of state assessments
- [S.F. 3040](#) (Housley) Increasing school district revenues for pupil transportation; modifying calculation of pupil transportation adjustment; appropriating money
- [S.F. 3061](#) (Hall) Requiring display of national motto in school buildings
- [S.F. 3087](#) (Pratt) Increasing the safe schools levy
- [S.F. 3123](#) (Nelson) Increasing state aid for school district telecommunications projects; appropriating money

Miscellaneous Links

- ISD 709 Legislative Priorities - [click here](#)
- MSBA Legislative Priorities - [click here](#)
- MN Legislative Calendar (House & Senate) - [click here](#)
- Governor's Legislative Tracker - [click here](#)
- List of Committees (House & Senate) - [click here](#)