

**Business Committee - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 26, 2019

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

Duluth, MN 55811

6:30 PM

**1. Financial Report**

- A. Financial Report 3
- B. Approval of Payment of Claims - Attached as an "extra"
- C. Budget Revisions 13
- D. Wire Transfers 15
- E. Investment Transactions 16
- F. APU Projections 17
- G. Fundraisers 20

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

- A. Bids 21

Attached is a document that explains what E-Rate is and how it works. ISD 709 falls into the 35% to 49% income bracket under the E-Rate Discount Matrix. The E-Rate process was followed for Bids 1270 and 1271.

- 1) Bid-1270 Network Elementary Infrastructure Specifications 23

Bids for network infrastructure equipment were advertised in the Duluth News Tribune and posted on the Universal Service Administrative Company (USAC) website as required to qualify for E-Rate funding.

Recommendations: It is recommended that the Duluth School Board accept the low bid meeting specifications as submitted by CDW Government LLC in the amount of \$429,705.80.

- 2) Bid-1271 Network Secondary Wireless Infrastructure Specifications 25

Bids for network infrastructure equipment were advertised in the Duluth News Tribune and posted on the Universal Service Administrative Company (USAC) website as required to qualify for E-Rate funding.

Recommendation: It is recommended that the Duluth School Board accept the low bid meeting specification as submitted by CDW Government, LLC in the amount of \$45,715.60

- B. RFPs - None
- C. Quotes - None

**3. Policies and Regulations**

- A. New Policy 307 - Conflict of Interest and Fiduciary Duty - Definitely Postponed Until the March 2019 Board Meeting 27

Attached is new Policy 307 - Conflict of Interest and Fiduciary Duty for the second reading. There is no corresponding District or MSBA Model Policy.

Recommendation: It is Recommended that the Duluth School Board approve Policy 307 - second reading.

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

A. Contracts - None

B. Change Orders

1) **PLACEHOLDER** - Other Change Orders

C. Leases

**5. Resolutions**

A. B-2-19-3629 - Acceptance of Donations 34

Recommendation: It is recommended that the Duluth School Board approve Resolution 2-19-3629.

B. B-2-19-3630 - Release and Pledge of Collateral 36

Recommendation: It is recommended that the Duluth school Board approve Resolution B-2-19-3630.

C. **PLACEHOLDER** - Sale of Property

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

A. Expenditure Contracts 37

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of January 2019.

B. Extension or Renewal Contracts - None

C. No Cost Contracts 79

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of January 2019.

D. Revenue Contracts 102

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of January 2019.

E. Change Orders Signed - None

F. Facilities Management & Capital Project Status Report 114

G. Property Sale Updates 120

H. Data Requests Update 121

I. Audit Engagement Letter 122

Attached is a copy of the audit engagement letter from Wipfli, LLP. The listed services and pricing are consistent with RFP 308 approved by the School Board in February 2018.

**7. Future Items**

A. Policy Updates

B. Adoption of Budget Considerations and Investments (March 2019)

C. Preliminary 2019-20 Budget Information (April 2019)

D. Ten-Year Capital Facilities Plan - 2019 (May 2019)

**Duluth Public Schools - ISD 709  
Cash Flow Report  
Month Ending 12/31/18**

		General	Food		Community	Operating		Debt	Trust &		Student	
		Fund	Service	Transportation	Education	Capital	Construction	Service	Agency	Dental	Activities	
	Total	1	2	3	4	5	6	7	8 & 9	20	71 & 79	
Cash and investments	11/30/2018	\$ 103,767,499	\$ 1,163,660	\$ 877,264	\$ (3,014,627)	\$ 2,941,620	\$ 1,970,477	\$ 463,669	\$ 96,373,741	\$ 1,427,595	\$ 397,032	\$ 1,167,067
Receivables (increase)/decrease -		2,578,248	2,293,230	5,512	15,268	7,050	-	-	257,487	(300)	-	-
Payables increase/(decrease) -		(668,149)	(455,697)	19,990	(187,425)	(6,784)	(36,483)	-	(1,750)	-	-	-
Revenues increase/(decrease) -		9,273,753	7,727,712	459,812	353,802	405,426	113,039	2,837	126,519	5,342	79,264	-
Expenditures (increase)/decrease -		(8,992,950)	(7,058,041)	(366,005)	(462,021)	(643,603)	(232,477)	-	(900)	(177,630)	(52,273)	-
Cash and investments	12/31/2018	\$ 105,958,402	\$ 3,670,865	\$ 996,574	\$ (3,295,003)	\$ 2,703,710	\$ 1,814,556	\$ 466,507	\$ 96,497,610	\$ 1,512,794	\$ 423,723	\$ 1,167,067

		General Fund Dec-18			Percent of year	50.00%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy		\$ 4,588,234	\$ 12,802,626	\$ 12,780,894	\$ 8,192,660	64%
State aids		33,227,617	71,873,563	70,127,749	36,900,132	53%
Special ED (fin 740)		2,450,565	13,737,860	13,496,247	11,045,682	82%
Federal		718,901	5,623,431	6,062,364	5,343,463	88%
Other		388,241	-	-	(388,241)	
Other Local		1,353,912	2,949,850	3,038,576	1,684,664	55%
Student Activities		283,224	1,496,993	1,496,993	1,213,769	81%
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Total Revenue		\$ 43,010,694	\$ 108,484,323	\$ 107,002,823	\$ 63,992,129	60%
<hr/>						
<b>Expenditures</b>						
010-050 Administration		\$ 2,172,940	\$ 4,885,552	\$ 5,233,249	\$ 3,060,309	58%
105-110 District Support Services		2,995,545	4,049,994	5,405,077	2,409,532	45%
200-298 Elem & Secondary Reg		15,472,189	42,493,820	42,704,746	27,232,557	64%
300-380 Vocational Education		615,229	1,701,341	1,728,300	1,113,071	64%
400-422 Special Education		8,630,245	23,158,015	22,384,304	13,754,059	61%
505-590 Community Education						
605-640 Instructional Support		1,563,963	3,890,733	3,965,998	2,402,035	61%
710-770 Pupil Support		3,688,373	8,047,695	7,986,430	4,298,057	54%
805-865 Sites and Buildings		4,423,699	15,160,113	12,826,601	8,402,902	66%
910-940 Fiscal & Other Fixed		22,322	3,480,000	3,260,000	3,237,678	99%
Student Activities		203,330	1,496,993	1,496,993	1,293,663	86%
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Total Expenditures		\$ 39,787,835	\$ 108,364,256	\$ 106,991,698	\$ 67,203,863	63%
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Excess Rev Over (Under)		\$ 3,222,859	\$ 120,067	\$ 11,125	\$ (3,211,734)	

Percent of year

50.00%

**General Fund Unrestricted  
Dec-18**

	FY19 Actual	FY 19 Budget Adopted	Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>					
Levy	\$ 3,517,762	\$ 9,519,071	\$ 9,497,339	\$ 5,979,577	63%
State aids	32,946,077	61,109,019	59,230,727	26,284,650	44%
Special ED (fin 740)	2,450,565	13,737,860	13,496,247	11,045,682	82%
Federal	-	-	-	-	
Other	388,241	-	-	(388,241)	
Other Local	847,800	2,095,153	2,185,259	1,337,459	61%
Student Activities	283,224	1,496,993	1,496,993	1,213,769	81%
<b>Total Revenue</b>	<b>\$ 40,433,669</b>	<b>\$ 87,958,096</b>	<b>\$ 85,906,565</b>	<b>\$ 45,472,896</b>	<b>53%</b>
<b>Expenditures</b>					
010-050 Administration	\$ 2,172,940	\$ 4,885,552	\$ 5,233,249	\$ 3,060,309	58%
105-110 District Support Services	2,989,093	3,899,994	5,265,381	2,276,288	43%
200-298 Elem & Secondary Reg	11,235,730	30,362,497	30,061,221	18,825,491	63%
300-380 Vocational Education	556,705	1,569,790	1,579,234	1,022,529	65%
400-422 Special Education	7,467,050	20,296,764	19,576,287	12,109,237	62%
505-590 Community Education					
605-640 Instructional Support	729,511	1,446,097	1,473,176	743,665	50%
710-770 Pupil Support	3,506,686	8,047,695	7,873,160	4,366,474	55%
805-865 Sites and Buildings	3,570,076	12,352,647	10,019,135	6,449,059	64%
910-940 Fiscal & Other Fixed	22,322	3,260,000	3,260,000	3,237,678	99%
Student Activities	-	1,496,993	1,496,993	1,496,993	100%
<b>Total Expenditures</b>	<b>\$ 32,250,113</b>	<b>\$ 87,618,029</b>	<b>\$ 85,837,836</b>	<b>\$ 53,587,723</b>	<b>62%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 8,183,556</b>	<b>\$ 340,067</b>	<b>\$ 68,729</b>	<b>\$ (8,114,827)</b>	

		Percent of year			50.00%
		General Fund Restricted			
		Dec-18			
	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
<b>Revenues</b>					
Levy	\$ 1,070,472	\$ 3,283,555	\$ 3,283,555	\$ 2,213,083	67%
State aids	281,540	10,764,544	10,897,022	10,615,482	97%
Special ED (fin 740)	-	-	-	-	
Federal	718,901	5,623,431	6,062,364	5,343,463	88%
Other	-	-	-	-	
Other Local	506,112	854,697	853,317	347,205	41%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 2,577,025</b>	<b>\$ 20,526,227</b>	<b>\$ 21,096,258</b>	<b>\$ 18,519,233</b>	<b>88%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	6,452	150,000	139,696	133,244	95%
200-298 Elem & Secondary Reg	4,236,459	12,131,323	12,643,525	8,407,066	66%
300-380 Vocational Education	58,524	131,551	149,066	90,542	61%
400-422 Special Education	1,163,195	2,861,251	2,808,017	1,644,822	59%
505-590 Community Education					
605-640 Instructional Support	834,452	2,444,636	2,492,822	1,658,370	67%
710-770 Pupil Support	181,687	-	113,270	(68,417)	
805-865 Sites and Buildings	853,623	2,807,466	2,807,466	1,953,843	70%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
<b>Total Expenditures</b>	<b>\$ 7,334,392</b>	<b>\$ 20,526,227</b>	<b>\$ 21,153,862</b>	<b>\$ 13,819,470</b>	<b>65%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (4,757,367)</b>	<b>\$ -</b>	<b>\$ (57,604)</b>	<b>\$ 4,699,763</b>	

Percent of year **50.00%**

**Food Service Fund  
Dec-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	82,711	220,000	220,000	137,289	62%
Special ED (fin 740)	-	-	-	-	
Federal	889,440	2,617,000	2,633,320	1,743,880	66%
Other	569,178	6,000	1,259,500	690,322	55%
Other Local	6,162		6,000	(162)	-3%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 1,547,491</b>	<b>\$ 2,843,000</b>	<b>\$ 4,118,820</b>	<b>\$ 2,571,329</b>	<b>62%</b>
<b>Expenditures</b>					
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	1,546,978	4,182,661	4,258,981	2,712,003	64%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 1,546,978</b>	<b>\$ 4,182,661</b>	<b>\$ 4,258,981</b>	<b>\$ 2,712,003</b>	<b>64%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 513</b>	<b>\$ (1,339,661)</b>	<b>\$ (140,161)</b>	<b>\$ (140,674)</b>	

Percent of year

50.00%

**Community Service Fund  
Dec-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ 388,235	\$ 972,505	\$ 972,505	\$ 584,270	60%
State aids	2,074,730	2,548,536	2,555,511	480,781	19%
Special ED (fin 740)	-	-	-	-	
Federal	207,771	2,093,958	2,048,712	1,840,941	90%
Other	-	-	-	-	
Other Local	1,050,758	1,787,700	1,792,700	741,942	41%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 3,721,494</b>	<b>\$ 7,402,699</b>	<b>\$ 7,369,428</b>	<b>\$ 3,647,934</b>	<b>50%</b>
<b>Expenditures</b>					
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	3,055,095	7,674,184	7,644,913	4,589,818	60%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 3,055,095</b>	<b>\$ 7,674,184</b>	<b>\$ 7,644,913</b>	<b>\$ 4,589,818</b>	<b>60%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 666,399</b>	<b>\$ (271,485)</b>	<b>\$ (275,485)</b>	<b>\$ (941,884)</b>	

Percent of year

50.00%

**Capital Projects Fund  
Dec-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	6,766	-	-	(6,766)	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 6,766</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (6,766)</b>	
<b>Expenditures</b>					
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	95,769	-	642,690	546,921	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 95,769</b>	<b>\$ -</b>	<b>\$ 642,690</b>	<b>\$ 546,921</b>	
<b>Excess Rev Over (Under)</b>	<b>\$ (89,003)</b>	<b>\$ -</b>	<b>\$ (642,690)</b>	<b>\$ (553,687)</b>	

		Percent of year			50.00%	
		Debt Service Fund				
		Dec-18				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
<b>Revenues</b>						
Levy	\$	6,788,233	\$ 18,274,130	\$ 18,274,130	\$ 11,485,897	63%
State aids		1,168,501	2,198,818	2,198,818	1,030,317	47%
Special ED (fin 740)		-	-	-	-	
Federal		416,979	833,957	833,957	416,978	50%
Other		-	-	-	-	
Other Local		296,055	1,000,000	1,000,000	703,945	70%
Student Activities		-	-	-	-	
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Total Revenue	\$	8,669,768	\$ 22,306,905	\$ 22,306,905	\$ 13,637,137	61%
<hr/>						
<b>Expenditures</b>						
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		5,546,506	105,560,113	105,560,113	100,013,607	95%
Student Activities		-	-	-	-	
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Total Expenditures	\$	5,546,506	\$ 105,560,113	\$ 105,560,113	\$ 100,013,607	95%
<hr/>						
Excess Rev Over (Under)	\$	3,123,262	\$ (83,253,208)	\$ (83,253,208)	\$ (86,376,470)	

Percent of year **50.00%**

**Trust Fund  
Dec-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	13,516	262,450	262,450	248,934	95%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 13,516</b>	<b>\$ 262,450</b>	<b>\$ 262,450</b>	<b>\$ 248,934</b>	<b>95%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	532,891	1,421,043	1,421,043	888,152	63%
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	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 532,891</b>	<b>\$ 1,421,043</b>	<b>\$ 1,421,043</b>	<b>\$ 888,152</b>	<b>63%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (519,375)</b>	<b>\$ (1,158,593)</b>	<b>\$ (1,158,593)</b>	<b>\$ (639,218)</b>	

Percent of year **50.00%**

**Dental Internal Service Fund  
Dec-18**

	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget Balance	Budget Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	510,188	840,000	840,000	329,812	39%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 510,188</b>	<b>\$ 840,000</b>	<b>\$ 840,000</b>	<b>\$ 329,812</b>	<b>39%</b>
<b>Expenditures</b>					
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	163,412	819,000	819,000	655,588	80%
<b>Total Expenditures</b>	<b>\$ 163,412</b>	<b>\$ 819,000</b>	<b>\$ 819,000</b>	<b>\$ 655,588</b>	<b>80%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 346,776</b>	<b>\$ 21,000</b>	<b>\$ 21,000</b>	<b>\$ (325,776)</b>	





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 12/31/2018**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
12/14/2018	V109781	AFSCME MN COUNCIL 5 EFT	10,971.03
12/14/2018	V79764	DULUTH FEDERATION OF TEA	34,093.79
12/14/2018	V106637	EBC - FLEX EFT	11,549.06
12/14/2018	V106636	EBC - TSA EFT	58,464.31
12/14/2018	V79771	EDUCATION MN CLERICAL EFT	878.95
12/14/2018	V102915	FEDERAL 941 PR TAXES	574,993.79
12/14/2018	V107231	HARBOR POINTE CREDIT UNION	6,671.00
12/14/2018	V108066	MG TRUST	131,416.57
12/14/2018	V05173	MN CHILD SUPPORT EFT	1,559.07
12/14/2018	V108320	MN DEPT OF REVENUE EFT	960.31
12/14/2018	V102916	MN STATE PR TAXES	100,706.64
12/14/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	101,140.73
12/14/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	274,691.31
12/14/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,660,552.43
12/19/2018	V06645	MEDICA HEALTH PLAN (EFT)	175,652.60
12/19/2018	V106638	PEIP - HLTH EFT	1,408,835.04
12/19/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	52,273.28
12/19/2018	V104923	HARRIS BANK	17,989.93
12/28/2018	V106466	CITISTREET FOR MSRS	16,356.17
12/28/2018	V79764	DULUTH FEDERATION OF TEA	34,013.49
12/28/2018	V106637	EBC - FLEX EFT	11,499.06
12/28/2018	V106636	EBC - TSA EFT	58,492.87
12/28/2018	V79771	EDUCATION MN CLERICAL EFT	878.95
12/28/2018	V110013	EDUCATION MN INTEGRATION EFT	276.84
12/28/2018	V102915	FEDERAL 941 PR TAXES	580,086.04
12/28/2018	V107231	HARBOR POINTE CREDIT UNION	6,671.00
12/28/2018	V108066	MG TRUST	132,334.29
12/28/2018	V05173	MN CHILD SUPPORT EFT	1,559.07
12/28/2018	V108320	MN DEPT OF REVENUE EFT	582.88
12/28/2018	V102916	MN STATE PR TAXES	101,775.82
12/28/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	101,350.39
12/28/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	275,604.82
12/28/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,687,140.21
			7,632,021.74

**ISD 709 - Duluth Public Schools**  
**GF Investment Activity for FY 2019**  
**As of December 31, 2018**

**Beginning Investment Balance (November 30, 2018) \$ 12,867,776.96**

**Add Purchases:**

Date	Issuer	Broker	Matures	Yield (YTM)	
12/25/2018	MN Trust Term Series	MNT	1/25/2019	2.40%	\$ 8,000,000.00

**Total Purchases \$ 8,000,000.00**

**Deduct Maturities/Calls/Sales:**

Date	Issuer	Broker	Matures	Yield (YTM)	
12/3/2018	Ally Bk Midvale UT	MBS	12/3/2018	1.60%	\$ 199,792.00
12/11/2018	Patriot Bk NA Stamford CT	MBS	12/11/2018	1.85%	\$ 247,000.00
12/13/2018	CBC Fed CR UN Oxnard CA	MBS	12/13/2018	1.70%	\$ 247,752.00
12/14/2018	Champlain Natl Bk	MBS	12/14/2018	1.85%	\$ 247,000.00
12/14/2018	Fed Home Ln Bks Note	MBS	12/14/2018	1.75%	\$ 999,500.00
12/17/2018	Bank of China New York City NY	MBS	12/17/2018	1.75%	\$ 248,000.00
12/20/2018	First Internet Bk Fishers IND	MBS	12/20/2018	2.00%	\$ 249,000.00
12/26/2018	MN Trust Term Series	MNT	12/26/2018	2.23%	\$ 5,000,000.00
12/27/2018	ZBNA Instl CTF	MBS	12/27/2018	2.05%	\$ 247,000.00
12/28/2018	Enerbank USA Salt Lake City UT	MBS	12/28/2018	2.05%	\$ 247,000.00
12/28/2018	First Intl Bk & TR Watford City ND	MBS	12/28/2018	1.40%	\$ 239,712.00

**Total Maturities \$ 8,171,756.00**

**Other items:**

Add: Money Market Funds Interest \$ 125.02  
 Beginning Value Adjustment  
 Other Interest/Cash Balance on Account (Reverse)

Deduct: Transaction Fees/Other  
 Market Value Adjustment-Adjust for Cost Basis  
 Other Interest/Cash Balance on Account (Reverse)

**Total Other \$ 125.02**

**Ending Investment Balance (December 31, 2018) \$ 12,696,145.98**

**Note:** Ending Investment Balance as of December 31, 2017 was \$9,354,629.13

**Duluth Public Schools-ISD 709**  
**Average Pupil Units (APU) / Pupil Units (PU) Projection Report - FY 2019**  
**February 2019**

Grade Levels	Feb Enrollment	Progression to PU	Projected PU	PUW	Projected APU	MFR EOY APU 1718
KG	582.50	0.992169554	577.94	1.00	577.94	607.06
HK	74.00	1.023174776	75.71	1.00	75.71	74.02
Gr 1-3	1847.00	0.991064134	1830.50	1.00	1830.50	1844.36
Gr 4-6	1853.59	0.981522425	1819.34	1.00	1819.34	1789.58
Gr 7-8	1186.00	0.96327086	1142.44	1.20	1370.93	1399.07
Gr 9-12	2734.83	0.944072381	2581.88	1.20	3098.25	3114.90
<b>Sub-Total</b>	8277.92		8027.81		8772.67	8828.99
<b>Other APU Generators</b>						
Early Childhood	Feb Enrollment	Progression to PU	Projected PU	PUW	Projected APU	MFR EOY APU 1718
Early Childhood	238	0.396126698	94.28	1.00	94.28	100.33
Early Childhood Details	Final Count	Feb 1 Count	Final PU			
14-15	371	231	93.34			
15-16	367	241	86.97			
16-17	384	219	95.08			
17-18	422	252	100.32			
18-19*		238	94.28			
<b>Resident Tuition**</b>						
Resident Tuition Details	Total APU				33.07	
15-16	35.28					
16-17	30.01					
17-18	33.91					
18-19*	33.07					
<b>ALC**</b>						
ALC Details	Total APU				254.93	
15-16	260.40					
16-17	238.06					
17-18	266.33					
18-19*	254.93					
<b>Projected Total APU</b>					<b>8866.95</b>	<b>8929.32</b>
<b>Budgeted APU</b>					8884.00	
<b>Net</b>					-17.05	

\* Projected

\*\* Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

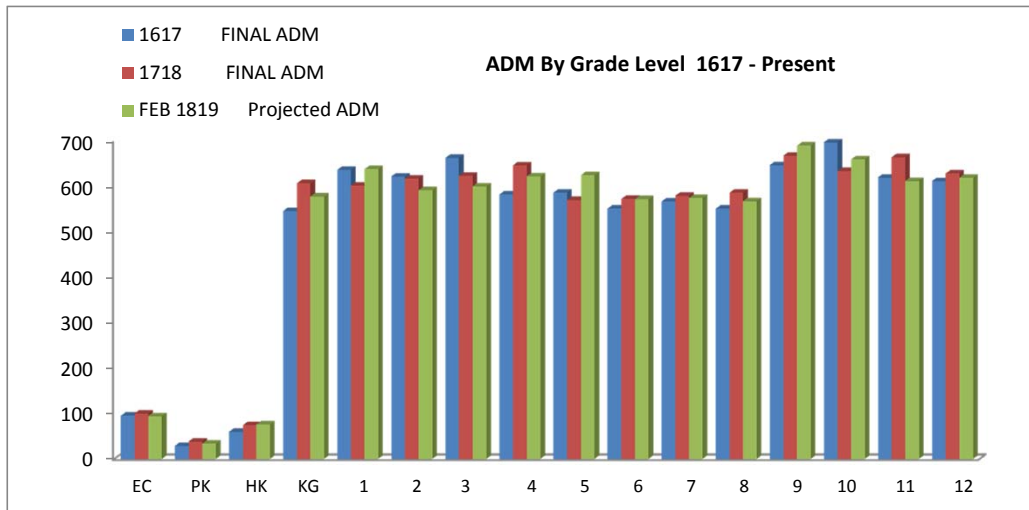
EOY: End of Year

MFR:MN Funding Reports

**Duluth Public Schools Projected Average Daily Membership (ADM) Report  
February 2019**

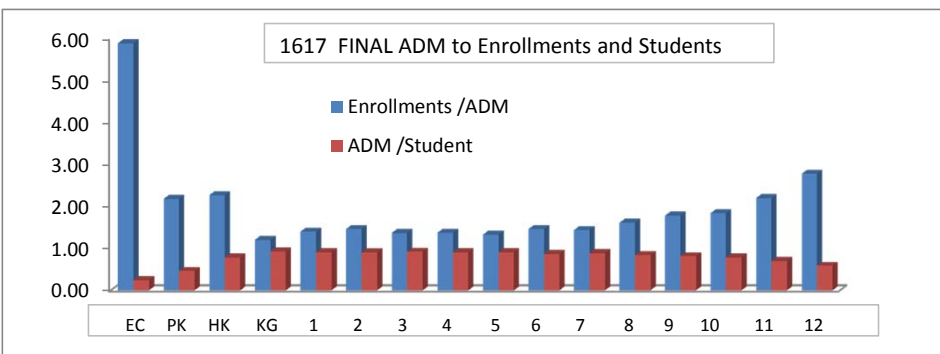
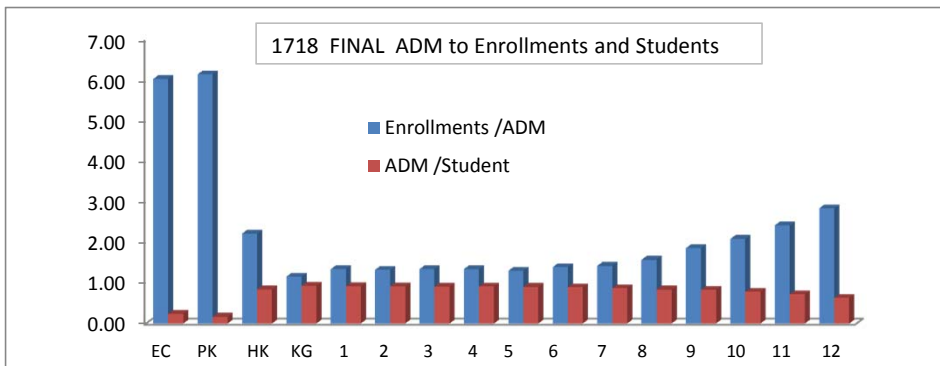
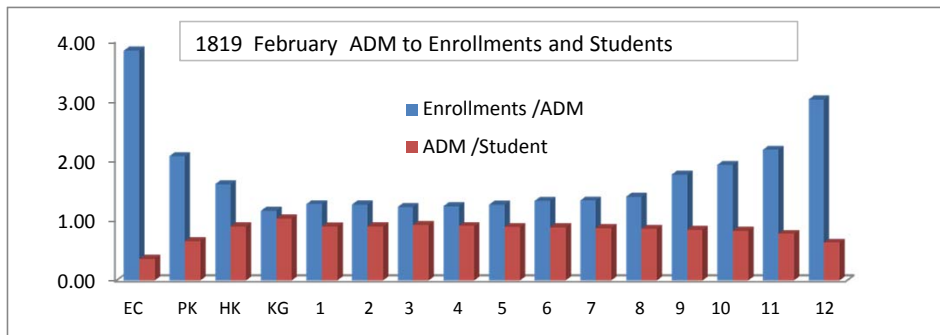
Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	363	261	238	94.28	97.00	3.85	0.36
PK	70	51	56	33.60	48.10	2.08	0.66
HK	121	83	74	75.71	67.00	1.60	0.91
KG	675	559	582.5	577.94	568.00	1.17	1.03
1	815	706	644	638.25	660.00	1.28	0.90
2	752	652	597	591.67	581.00	1.27	0.91
3	738	645	606	600.58	610.00	1.23	0.93
4	774	683	634	622.29	599.00	1.24	0.91
5	794	698	636.69	624.93	631.00	1.27	0.90
6	764	643	582.9	572.13	547.00	1.34	0.89
7	770	655	596.4	574.49	593.00	1.34	0.88
8	796	657	589.6	567.94	613.00	1.40	0.86
9	1231	817	731.03	690.15	681.00	1.78	0.84
10	1285	800	699.1	660.00	655.00	1.95	0.83
11	1349	790	648.7	612.42	590.00	2.20	0.78
12	1889	983	656	619.31	638.00	3.05	0.63
<b>Total:</b>	<b>13186</b>	<b>9683</b>	<b>8571.92</b>	<b>8155.68</b>	<b>8178.1</b>	<b>1.44</b>	<b>0.90</b>

GRADE	1617 FINAL ADM	1718 FINAL ADM	FEB 1819 Projected ADM
EC	95.09	100.31	94.28
PK	28.85	38.4	33.60
HK	59.83	74.02	75.71
KG	546.04	607.06	577.94
1	636.59	602.43	638.25
2	622.13	617.88	591.67
3	662.99	624.05	600.58
4	582.37	646.85	622.29
5	586.63	570.25	624.93
6	551.39	572.48	572.13
7	567.26	579.71	574.49
8	551.08	586.18	567.94
9	647.17	668.14	690.15
10	697.38	634.02	660.00
11	619.99	664.72	612.42
12	612.03	628.87	619.31
<b>Total:</b>	<b>8066.82</b>	<b>8215.37</b>	<b>8155.68</b>



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)  
February 2019**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	363	261	238	94.28	97.00	3.85	0.36
PK	70	51	56	33.60	48.10	2.08	0.66
HK	121	83	74	75.71	67.00	1.61	0.90
KG	675	559	582.5	577.94	568.00	1.17	1.04
1	815	706	644	638.25	660.00	1.28	0.90
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11	1349	790	648.7	612.42	590.00	2.19	0.78
12	1889	983	656	619.31	638.00	3.03	0.63
<b>Total:</b>	<b>13186</b>	<b>9683</b>	<b>8571.92</b>	<b>8155.68</b>	<b>8178.1</b>	<b>1.44</b>	<b>0.90</b>



**Fundraisers – January 2019**

<b>School</b>	<b>Organization</b>	<b>Estimated Profit</b>	<b>Description</b>
East	Boys Tennis	\$650.00	Bagging groceries
Homecroft	Parent Educator group	\$742.80	Box Tops
Lakewood	Snow Club Spirit Mt.	\$2,500.00	Collected from parents to cover cost of the transportation & fees to attend Spirit Mt. Snow Club.
Laura MacArthur	School-wide	\$1,031.80	Box Tops
Lester Park	School-wide	\$1,136.60	Picture day commission check
Lester Park	School-wide	\$804.20	Box Tops
Myers-Wilkins	School Wide	\$295.75	Student Spirit Wear Sale

## RESOURCES

**KELLOGG & SOVEREIGN®**  
[www.kelloggllc.com](http://www.kelloggllc.com)

Follow us



**USAC—SLD**  
[www.usac.org/sl](http://www.usac.org/sl)

**E-MPA**  
**E-Rate Management Professionals Association**  
[www.e-mpa.org](http://www.e-mpa.org)

**FCC**  
[www.fcc.gov](http://www.fcc.gov)



## Funding Commitments

The Schools & Libraries Division (SLD) usually begins issuing funding commitments in May prior to the start of the funding year. Commitments are issued weekly in “funding waves.”

## Eligible Services List

The Eligible Services List (ESL) for each funding year provides guidance on the eligibility of products and services under the Schools and Libraries Program.

<http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>

## E-rate Definitions

**BEAR-Billed Entity Applicant Reimbursement Form (Form 472)** - Used to request reimbursement for funded services which the school or library paid for in full.

**BEN-Billed Entity Number** - Unique number assigned by SLD to the school or library.

**Category One (C1)** - Services needed to support broadband connectivity to schools and libraries. Although phased out by July 1, 2019, C1 also includes voice and VoIP services and circuits that carry voice.

**Category Two (C2)** - Internal connections equipment or services necessary to bring broadband into, and provide it throughout, schools and libraries. Includes managed services and maintenance of eligible equipment.

**CIPA** - Children’s Internet Protection Act

**COMAD - Commitment Adjustment** - Procedure to request repayment of funds.

**EPC** - Online portal for all things E-rate. USAC’s E-rate Productivity Center.

**ESL - Eligible Services List** - List of products and services eligible for E-rate discount.

**FCDL-Funding Commitment Decision Letter** - Notification of the funding decisions including funding amounts for all of the services included on the applicant’s Form 471.

**RFCDL—Revised Funding Commitment Decision Letter**—Notification of funding changes

**FRN-Funding Request Number** - Unique number assigned by SLD for each request for funding on Form 471.

**PIA-Program Integrity Assurance** - USAC team responsible for reviewing E-Rate applications prior to funding.

**PQA -Payment Quality Assurance** - Audits E-Rate Payments during the current year.

**RAL-Receipt Acknowledgement Letter** - Lists services included on applicant’s Form 471.

**SPI- Service Provider Invoice (Form 474)**. Service Providers submit Form 474 to invoice USAC for discounts.

**SPIN-Service Provider Identification Number**. Unique number assigned by SLD to a service provider.

**SSR-Service Substitution Request**. Is a request to change the products or services specified in the 471.

**Form 470** - First form filed with USAC. Lists services for which an applicant would like to receive proposals.

**Form 471** - Second form filed with USAC. Lists services for which an applicant would like to receive discounts.

**Form 472** - Billed Entity Applicant Reimbursement (BEAR) form.

**Form 474** - Service provider invoice (SPI) form.

**Form 498** - Applicants and Service Providers use this form to provide banking information for electronic payments.

**Form 486** - Third form filed with USAC. Notifies USAC that services have started.

**Form 498** - Banking account information needed so that BEAR Reimbursements can be filed electronically via EFT

**Form 500** - Report changes in amounts, service start date, contract expiration date, cancellations, entity closings.

**Kellogg & Sovereign® Consulting - E-rate Primer® May, 2018**

### FCC E-Rate Modernization Order

The FCC adopted the *E-Rate Modernization Order* and *2nd R&O on Reconsideration* in 2014 to upgrade and modernize the E-Rate program. See [www.kelloggllc.com/news.aspx](http://www.kelloggllc.com/news.aspx) for further details on the various changes including the following highlights:

- Funding cap of the program increased to \$3.9 billion, adjusted for inflation each year.
- The Discount Rate will be calculated at the District Level
- Income Surveys may no longer be prorated
- Rural & Urban status will be determined based on Census Bureau definitions
- Category One “C1” (Broadband Connectivity) replaces Priority 1 (Telecommunications & Internet Access)
- Voice and VoIP Services will be phased out by 20% discount rate reduction each year. Includes circuits dedicated to voice. No support for voice services beginning July 1, 2019.
- Category Two “C2” (Internal Broadband Connections, Maintenance and Managed Broadband Services) replaces Priority 2 (Internal Connections & Maintenance).
- C2 allotment is BY SITE over five year funding cycle. Increased by inflation adjustment each year. Schools—\$150/student; Libraries—\$2.30/sq.ft. Some urban libraries-\$5.00/sq. ft.
- C2 funding = eligible amount x discount rate (capped at 85%)
- Allow self-construction of WAN connections if most cost effective option beginning in FY2016
- Technology Plans—No longer required by E-Rate
- Document Retention increased to 10 years from last date to receive service (previously 5 years)
- Invoicing—Beginning in FY2016, BEAR payments to be paid directly to the applicant (EFT only)
- Multi-Year Contracts—Ease of administrative burden, expedited application & review up to five years
- Steps taken to increase cost effectiveness, allow for pricing transparency and increased compliance



## PURPOSE

Since 1998, the E-rate program has been providing discounts to assist schools and libraries in the United States to obtain affordable access to telecommunications and information services.

## ADMINISTRATION

The E-rate program is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), a not-for-profit corporation overseen by the Federal Communications Commission (FCC).

## FUNDING YEARS

FY 2020: 7/1/2020-6/30/2021

FY 2019: 7/1/2019-6/30/2020\*

FY 2018: 7/1/2018-6/30/2019

FY 2017: 7/1/2017-6/30/2018

\*Applications for FY 2019 will be due March, 2019



**1101 Stadium Drive**  
**Ada, Oklahoma 74820**  
**p. 580-332-1444**  
**www.kelloggllc.com**

**Certified**  
**E-rate Management Professionals (E-mpa®)**



# E-Rate Primer®

**May 2018**

**Inside!**

**What is E-rate? P.1!**

**How the Program Works P.2!**

**Special Rules P.3!**

**Definitions P.4!**

**E-rate Modernization P.4!**



## E-rate: Universal Service for Schools & Libraries

“E-rate” is a nickname. The official name of the program is the Universal Service Program Schools and Libraries Program. E-rate is one of four programs supported by the Universal Services Fund (USF). The total provided to schools and libraries is \$3.9 billion per year plus an index for inflation.

The first category of supported services, Category One, includes the services needed to support broadband connectivity to schools and libraries. The second category of supported services, Category Two, includes the services and internal connections needed for broadband connectivity within schools and libraries.

E-rate is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), a not-for-profit corporation overseen by the Federal Communications Commission (FCC).

E-rate is a discount, not a grant. The program provides discounts of 20% to 90% on the cost of broadband services, and up to 85% for internal connections for broadband, broadband management services, and basic maintenance of broadband internal connections. The E-rate program

does not cover the cost of end-user equipment such as computers and telephone handsets, instructional software, teacher training, or the salaries of school or library technology staff.

Funding is committed in a two-step application process. The first form filed is the Form 470 which describes the services requested and starts a minimum 28-day competitive bidding period. The second form filed is the Form 471 which describes the services ordered and the specific amount of discounts requested.

Eligible schools must meet the federal definition of an elementary or secondary school and includes all K-12 public schools and all K-12 non-profit private schools with endowments not exceeding \$50 million.

Eligible libraries must meet state LSTA requirements and includes all public libraries and many private, not-for-profit libraries accessible to the public.

Discounts are determined by economic need and rural or urban classification. The discount rate for libraries is based on the income level of schools in their service area.

### E-RATE DISCOUNT MATRIX

INCOME Measured by % of students eligible for the National School Lunch Program	CATEGORY ONE		CATEGORY TWO	
	URBAN Discount	RURAL Discount	URBAN Discount	RURAL Discount
Less than 1%	20%	25%	20%	25%
1% to 19%	40%	50%	40%	50%
20% to 24%	50%	60%	50%	60%
35% to 49%	60%	70%	60%	70%
50% to 74%	80%	80%	80%	80%
75% to 100%	90%	90%	85%	85%

# How Does the E-Rate Program Work?

## ELIGIBLE SERVICES

### Category 1

Services needed to support broadband connectivity to schools and libraries.

Examples:

Internet Access, DSL, ATM, Fiber, Ethernet, Cable Modem, T-1, Wireless services (microwave)

No Longer Eligible:

Web hosting, voice mail, email, paging, data plans, text messaging, telephone components

Phasing out Voice:

2019-20 reduction is 100% thus the voice service phase out is complete.

### Category 2

Discounts for the internal connections equipment or services necessary to bring broadband into, and provide it throughout, schools and libraries.

Connections are limited to:

- ◆ broadband connections used for educational purposes on a school campus or library branch
- ◆ basic maintenance of these connections
- ◆ services that manage and operate owned or leased broadband internal connections

Examples:

Wireless access points, cabling, caching, firewalls, switches, routers, UPS, racks supporting eligible components, and WLAN controllers

## How does the program work?

### FCC Form 470 and optional RFP—Competitive Bidding Period:

Filing of FCC Form 470 starts the mandatory 28-day period for accepting proposals based on the applicant's (school/library) request for proposal (RFP).

### FCC Form 471: "Services Ordered and Certification" form.

The FCC sets the Form 471 filing window closing date which is usually in March prior to the funding year for discounts beginning in July. The Form 471 is the application for funding. Forms 471 received after the filing deadline are designated as "Out of Window."

**Funding Commitment Decision Letter (FCDL):** USAC issues the FCDL to announce its decisions on funding requests.

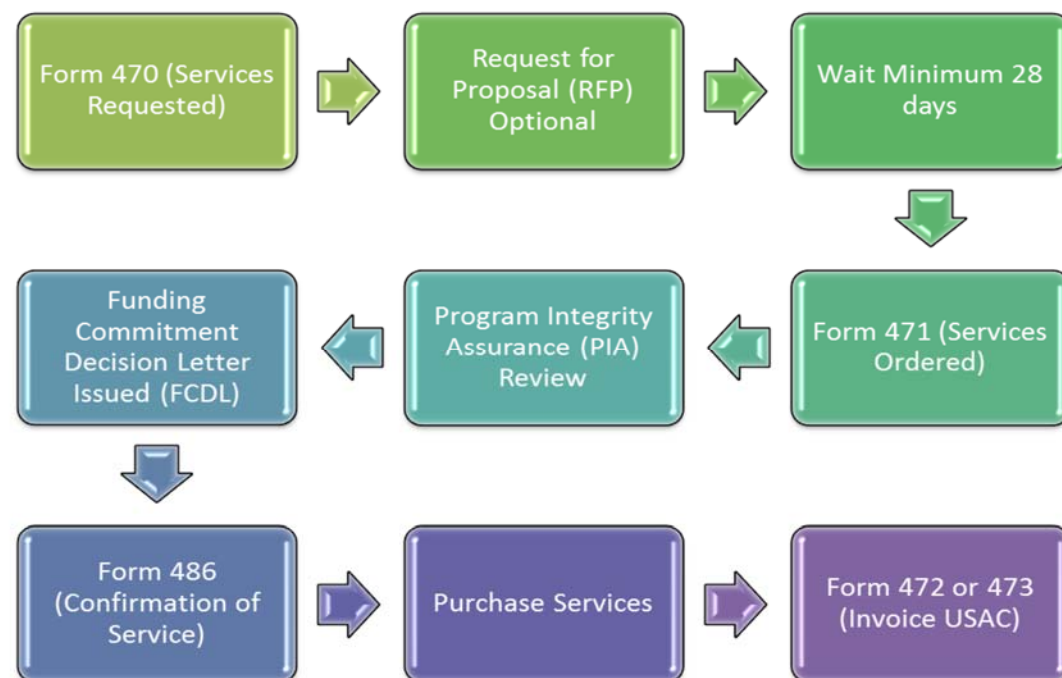
**FCC Form 486:** "Receipt of Service Confirmation Form." Notifies USAC that services have started and certifies that the applicant is in compliance with the Children's Internet Protection Act (CIPA). Consortia certify receipt of Forms 479 (certification of compliance with CIPA) from their members.

### FCC Forms 472 and 473:

After services are received, USAC is invoiced for the discounted funds by either the applicant (Form 472) or by the service provider (Form 473) who files on behalf of the applicant.



**FCC Form 498:** Both applicants and service providers must complete FCC Form 498 to register their organizations with USAC. Since all payments are made by EFT, participants must provide secure banking information.



## E-Rate Assistance

Kellogg & Sovereign® Consulting's team of trusted and experienced E-Rate professionals are available to assist your school or library with every step of the process. From initial planning and the competitive bidding process to funding approval and receipt of E-rate funding.

KSLLC works with you to ensure the schools and libraries you represent receive every last dollar.

Thank you in advance for your trust in our firm. We will take excellent care of your E-rate filing needs.

P. 580.332.1444  
E. info@kelloggllc.com  
www.kelloggllc.com

## Requirements for Participation in E-Rate

### 1. Register with the FCC:

Each entity must have a FCC registration number: [www.fcc.gov](http://www.fcc.gov)

### 2. Comply with the Children's Internet Protection Act (CIPA):

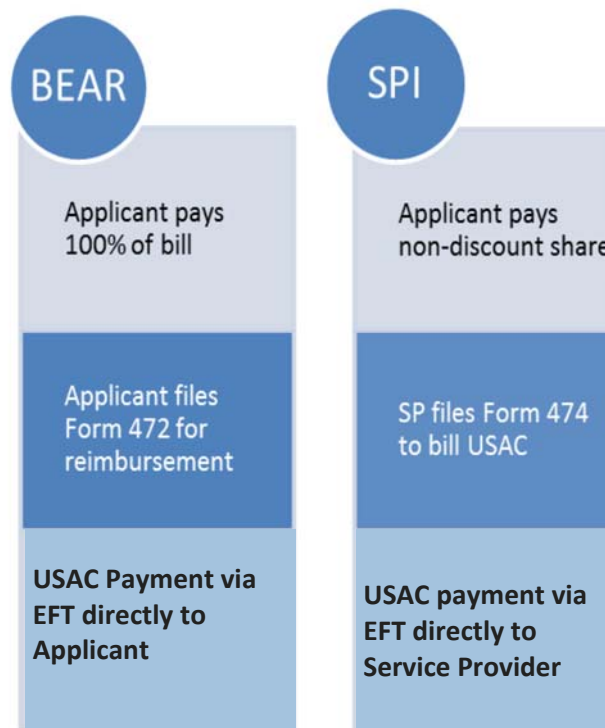
Applicants must have a technology protection measure and Internet policy that addresses specific issues regarding minors. The applicant MUST discuss CIPA at a public hearing or board meeting. They also must conduct programs that educate minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and, cyber bullying awareness and response. [www.kelloggllc.com/cipa.aspx](http://www.kelloggllc.com/cipa.aspx)



### 3. Secure resources to support the use of the services and equipment provided by E-rate funding:

Applicants are responsible for providing additional resources, such as end-user equipment, hardware and software, professional development, electrical capacity, and the other elements necessary to realize the objectives of E-rate supported connectivity.

## How Discounts are Collected



The applicant (school or library) can choose to either have their service provider apply discounts to bills (Service Provider Invoice "SPI" method) or the applicant can pay their bill in full then apply for reimbursement (Billed Entity Applicant Reimbursement "BEAR" method).

**SPI method:** the service provider will apply credits to the applicant's bill and invoice USAC for the E-rate portion.

**BEAR method:** Payments are remitted by USAC via electronic funds transfer directly to the applicant.

FCC Form 498 must be completed and certified online by the applicant (one time set up) to provide USAC with banking information.

## Special Rules

**TRANSFERABILITY.** E-rate equipment must be used at the particular location, for the specified purpose for a period of three years. Equipment may be transferred after 3 years (exception if school or library is closed) and disposed of or sold after 5 years.

**ASSET REGISTER.** Recipients of E-rate funding for Internal connections MUST maintain asset and inventory records of equipment purchased with E-rate discounts sufficient to verify the actual location of the equipment for a period of ten years after purchase.

**TEN YEAR RECORD RETENTION REQUIREMENT.** Both applicants and service providers must retain records related to E-rate for a period of ten years from the last date of service delivered for a particular funding year.

**CATEGORY 2 BUDGET.** Each school or library entity may receive C2 funding each year up to their budgeted amount less funds spent in the prior 4 years. Schools receive \$150/student adjusted for inflation each year.

**MANAGED INTERNAL BROADBAND SERVICES (MIBS)** provided by a third party for the operation, management and/or monitoring of eligible broadband internal connections components are eligible as a Category 2 service.

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: Cathy Erickson, CFO/Executive Director of Business Services  
From: Tony Kelekovich, <sup>TK</sup>Supervisor of Purchasing  
Subject: Bid-1270 Network Elementary Infrastructure Specifications  
Date: January 31, 2019

Bids for network infrastructure equipment were advertised in the Duluth News Tribune 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	\$ 429,705.80
GRAYBAR	\$ 278,366.02

The Technology Department (Bart Smith, Trisha Crace) and the Purchasing Department (Tony Kelekovich) analyzed the bids.

The bid specifications call for Cisco switches or approved equal. Graybar provided substitute products from Ruckus. These products were tested and did not meet specifications.

Bart Smith, Manager of Technology, recommends accepting the low bid meeting specification as submitted by CDW Government LLC in the amount of \$ 429,705.80 .

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

**Program:** Technology

**Fund Custodian:** Bart Smith/Technology

**VENDOR LIST/TABULATION**

**BID-1270**

**NETWORK ELEMENTARY INFRASTRUCTURE SPECIFICATIONS**

CDW GOVERNMENT LLC VERNON HILLS IL	\$ 429,705.80
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GRAYBAR BROOKLYN PARK MN	\$ 278,366.02
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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: Cathy Erickson, CFO/Executive Director of Business Services  
From: Tony Kelekovich, <sup>TK</sup> Supervisor of Purchasing  
Subject: Bid-1271 Network Secondary Wireless Infrastructure Specifications  
Date: January 29, 2019

Bids for network infrastructure equipment were advertised in the Duluth News Tribune and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

One (1) vendor responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CDW GOVERNMENT LLC	\$ 45,715.60

The Technology Department (Bart Smith) and the Purchasing Department (Tony Kelekovich) analyzed the bid.

Bart Smith, Manager of Technology, recommends accepting the low bid meeting specification as submitted by CDW Government LLC in the amount of \$ 45,715.60.

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

Program: Technology

Fund Custodian: Bart Smith/Technology

VENDOR LIST/TABULATION

BID-1271

NETWORK SECONDARY WIRELESS INFRASTRUCTURE SPECIFICATIONS

CDW GOVERNMENT LLC  
VERNON HILLS IL

\$ 45,715.60

## 307 CONFLICTS OF INTEREST AND FIDUCIARY DUTY

### I. PURPOSE

The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals the Board of Directors adopts policies related to conflicts of interest and fiduciary duty for all officials and employees whether elected or appointed, paid or unpaid.

The purpose of this policy is to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interest of the Duluth Public Schools and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the Duluth Public Schools.

### II. GENERAL STATEMENT OF POLICY

A. This policy establishes minimum standards of conduct for public officials, employees, **contractors, council and advisory council members, site-based council members**, and other district personnel. Failure to meet these standards shall subject the actor to disciplinary action.

B. **The employee manual will contain information on this policy. New employees will receive information on this policy during the onboarding process.**

C. **The contract template used by the Duluth Public Schools will require all contractors to go to the District's website and review this policy.**

D. Responsibilities of Public Office

Public officials and employees are agents of public purpose and hold office for the benefit of the public. Their conduct in both their official and private affairs should be above reproach. They must avoid misconduct and are bound to:

1. uphold the Constitution of the United States and the Constitution of this State;
2. carry out impartially the laws of the nation, state, and school district; and

3. discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern.

#### E. Dedicated Service and Fiduciary Duty

1. Appointed officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.
2. Public officials and employees and other district personnel may not exceed their authority or break the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.
3. Public officials and employees and other district personnel shall not disclose any confidential or private, nonpublic, educational or employee data during their term of appointment, election or employment and shall likewise refrain from disclosing any private educational or employee data after their term of election or appointment, or employment has ended unless permitted by law.
4. Public officials, employees and other district personnel shall not disclose or use any confidential, private, nonpublic, privileged or proprietary information gained by reason of their employment, election or appointment by or to the District other than in the course of their duties. Such a prohibition shall continue after the term of their election, appointment or employment ends.
5. Public officials and employees shall manage the assets both real and personal of the district with highest integrity, and exercise any discretionary powers they may have for the benefit of the District with the care a reasonably prudent person would do.

#### F. Fair and Equal Treatment

1. No public official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.
2. Schools, programs and departments may enter into partnerships with corporate or business citizens to promote civic engagement, sponsorship of district activities or support of academic programs. Such partnerships shall not imply preference or endorsement of or for the services or products of those corporate or business partners. Any such partnerships are subject to the terms of this policy.

## G. Conflicts of Interest

1. No public official or employee shall engage in any business or transaction or shall have a financial or personal interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.
2. "Personal interest" may be defined as an interest arising from:
  - a) blood or marriage relationships;
  - b) domestic partnerships;
  - c) status of dependent of the person;
  - d) membership in the same household;
  - e) close business or political associates.
3. Conflicts of interest include but are not limited to:
  - a) Use of confidential information, obtained as a result of public position, for personal gain.
  - b) Any use of official position for personal gain.
  - c) Holding (possession) investments which interfere, or tend to interfere, with the proper discharge of public duty.
  - d) Representation by public officials or employees of private interests before the Duluth Board of Education or departments and participation in the profits from such representation.
  - e) Participation in transactions as a public representative with a business entity in which the public official or employee has a direct or indirect financial or other personal interest.
  - f) Personal interest in legislation to the extent that private interest takes precedence over public interest and public duty.
  - g) Entry by the district into contracts or other conduct of business for profit with a business in which a public official or employee has substantial or controlling interest, when the public official or employee can influence such contract or business because of his or her public position.

## H. Use of Position for Influence

### 1. Recommendations

- a) School personnel shall not make recommendations for a provider of professional services. School personnel may be asked by parents to recommend providers; this is particularly true of health care staff, who may be asked to recommend a physician, a dentist, or an optometrist. School personnel shall not make such recommendations.
- b) Employees may prepare and distribute lists of professional organizations or providers of professional services available in the region for the purposes of informing parents, but shall make no evaluation of the services or organizations, and shall not indicate a preference for any of them.
- c) Persons making requests for referrals to providers should be directed to the proper professional association for advice.

### 2. Politics

The District recognizes and encourages the rights of its employees, as citizens, to engage in political activity, with the following restrictions:

- a) No employee of the school district shall solicit support of any political candidate, partisan or non-partisan, during regular work hours or on school property.
- b) No employee of the school district shall solicit support of any referendum issue not directly related to public education, during regular work hours, or on school property.
- c) No employee may use the name of the district, or any school, department or program to support any political candidate, ballot proposition or referendum.
- d) No resources of the district may be used to support any political candidate, partisan or non-partisan, or any ballot proposition or referendum not directly related to public education.

### III. APPLICABILITY

- A. This policy applies to all Duluth Public Schools
  - 1. officials,
  - 2. employees,
  - 3. contractors on district premises,
  - 4. council and advisory council members, and
  - 5. site-based council members.
- B. This policy applies to all persons, whether
  - 1. elected, appointed, employed, or supplying goods or services to the district under contract,
  - 2. paid or unpaid,
  - 3. engaged in any activity on behalf of the Duluth School District including activities at every school, department or program of the District.
- C. When a public official or employee has doubt as to the applicability of a provision of this policy to a particular situation, he or she should submit the question to the Human Resources Office for review and determination of applicability. Questions may be made anonymously, in which case the Human Resources Department shall make such answer available to the appropriate persons subject to this policy. The Human Resources Department may make any question and response or guidance public.

### IV. REPORTING SUSPECTED VIOLATIONS

- A. All employees, contractors, public officials or council members have a duty and obligation to report what they believe to be a violation of this policy **as soon as possible**.
- B. The report must be made to their supervisor or manager of the department or building concerned.
- C. In those instances in which the immediate supervisor is involved in the alleged violation, the report should be made to the person at the next highest supervisory level.

- D. In those instances which the complainant feels uncomfortable reporting the suspected violation to any of the aforementioned persons, that person may make a direct report to Human Resources.
- E. Supervisors, Department Managers, Principals and Site Administrators will forward suspected violations of this policy to Human Resources **as soon as possible**. Any employee may also make a report to Human Resources.
- F. Suspected violations submitted in good faith and in an appropriate manner, whether or not further investigation substantiates the claim, will be free from retaliation in any form. The identity of complainants will be protected, within legal limits, and any public official, employee or other district personnel who retaliate against them will be disciplined.

## **V. INVESTIGATION AND RESOLUTION OF SUSPECTED VIOLATIONS**

- A. The Human Resources Department will promptly investigate alleged violations.
- B. Those accused of suspected violations will be given an opportunity to respond.
- C. When it is determined that a conflict of interest has occurred, ISD 709 will report it to MDE.
- D. The Human Resources Department will prepare a report of the investigation.
- E. If the investigation concerns the actions of an employee the report **will may** be submitted to the **employee's** manager or supervisor. ~~**and Human Resources with a copy to the Superintendent. Release of this information will follow state statutes.**~~
- F. If the investigation concerns the actions of a non-employee or contractor, the report will be submitted to the appropriate supervisor of the person's activities. ~~**with a copy to the Superintendent.**~~
- G. Any discipline of an employee shall follow District policies, contracts and procedures, up to and including termination of employment.
- H. Any discipline of a contractor may include termination of the contract.
- I. Any discipline of an appointee to an advisory board or site council may include termination of the appointment.
- J. **Human Resources will involve the Superintendent as needed or required.**

**VI. REFRAINING FROM ABUSE**

Any complainant or witness who abuses the enforcement procedure by knowingly submitting false reports, claims, testimony or evidence will be subject to disciplinary action up to and including termination.

**VII. RESPONSIBILITY**

- A. The Superintendent shall take the necessary steps to assure that all individuals are in compliance.
  
- B. The Superintendent is authorized to promulgate regulations to implement this policy.

**Legal References:** Minnesota Rules 3512.5200 (Code of Ethics for School Administrators)  
Minnesota Rules 8700.7500 (Code of Ethics for Minnesota Teachers)

**Related Policies and Bylaws: 209, 4025 and 8045**

New Policy  
Replacing: None  
First Reading: 01-22-2019  
Adopted:

**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	Larry & Sharyn Danielson	\$50.00	Softball	
Denfeld	Fred T. Friedman	\$100.00	Softball	
Denfeld	William C. Hoch, Jr. Donor Advised Fund of the St. Paul Foundation	\$1,000.00	Softball	
East	Paul and Vikki Buckley	\$25.00	Choralaires	
East	Bruce and Margaret Bates	\$25.00	Choralaires	
East	Karen and Jonathan Sande	\$200.00	Choralaires	Sacred Heart Benefits concert
East	Gramercy Park Cooperative	\$150.00	Choralaires	
East	North Shore Scenic Railroad	\$150.00	Choralaires	
East	Pier B Resort	\$200.00	Choralaires	
East	Hermantown Community Church	\$150.00	Choralaires	
East	Rotary Club of Duluth Harbortown MN USA, Inc	\$250.00	Choralaires	
East	The Duluth Congregational Church	\$288.00	Choralaires	
East	City of Duluth	\$200.00	Choralaires	
East	Greater Downtown Council	\$50.00	Choralaires	

East	Maurices	\$1,250.00	None	
Headstart	Jane Killough	\$50.00	None	
Laura MacArthur	Asbury United Methodist Church	In Kind	None	Hats, mittens and socks for students
Laura MacArthur	Lula Schlangen	In Kind	None	Winter gear for students
Laura MacArthur	High Tech Kids	\$650.00	Lego Robotics	
Laura MacArthur	David and Kelly Bolgrien	\$50.00	Teachers and students	
Laura MacArthur	Northland Foundation	\$500.00	Lego Robotics team	
Laura MacArthur	Arrowhead Library System	\$250.00	Media - STEM Robot Station kits	Mini-grant for STEM supplies
Laura MacArthur	H&R Block	In Kind	Student use	School supplies
Lincoln Park	Iriving Community Assn	\$2,100.00	Art Club	Art Club Field Trip to Mpls; and hotel cost from a Professional Development trip to Washington DC last summer (2018)
Lincoln Park	Essentia Health	\$500.00	Healthy Kids Activity Acct	
Lowell	Harbor City String Band	In Kind	None	The Harbor City String Band donated two days of their time with our Lowell students demonstrating and teaching their talents of music and folk dance
Lowell	Susette and Scott Taylor	In Kind	None	3 sets of "Goodnight Stories for Rebel Girls" books to our library.
Lowell	Lake Superior Water Color Society	\$300.00	Art Program	For art supplies
Myers-Wilkins	Kellner Williams Classic Realty NW	In Kind	None	Hats and mittens for students

**RESOLUTION**  
Release and Pledge of Collateral

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby releases the \$250,000 par value FHLMC note, CUSIP number XXXXXXHN2, pledged as collateral by Harbor Pointe Credit Union.

BE IT FURTHER RESOLVED, By the School Board, that it accepts the pledge collateral of a \$250,000 par value FHLB note maturing 3/29/2019, CUSIP number XXXXXXN27 in exchange for the released collateral noted above.

**Expenditure Contracts Signed  
January 2019**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of January 2019:

<b>Name</b>	<b>Amount</b> (not to exceed)	<b>Contract Source</b> (*how paid for)	<b>Description</b>
Carmen Jones	\$12,000.00	American Indian Education (DR)	Cultural and language performance for Misaabekong Ojibwe Language Immersion Program
Institute for Environmental Assessment	\$22,700.00	Facilities (DR)	District-wide radon testing and analysis
Lyric Opera of the North	\$750.00	Lowell (G)	Performance at the school
Centre Hospitalier Universitaire Sainte-Justine	\$25,000.00	Lincoln Park (G)	Prevention program facilitator training
Capture Video, LLC	\$1,075.00	Public Relations (DU)	Create media
Congdon Creek Preschool	\$1,350.00	Special Services (DU)	Preschool planning as required by IEP
Congdon Creek Preschool	\$1,820.00	Special Services (DU)	Preschool planning as required by IEP
Endion Square Children's Center	\$846.00	Special Services (DU)	Preschool planning as required by IEP
Amy Wolcott	\$2,000.00	Curriculum (DR)	River Quest field experience

**\* This contract is paid via monies from:**

- DR** = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)
- DU** = Department Unrestricted (General Fund)
- G** = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)
- SAF** = Student Activity Funds (monies raised by students, gate fees, etc.)

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of January 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Carmen Jones, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 10, 2019 and shall remain in effect until June 30, 2019, 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/attach a list of programs/services to be performed by contractor)*

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 \$12,000.00 (Twelve Thousand 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: ISD 709, Duluth Public Schools, Attn: Edye Howes, 215 North 1<sup>st</sup> 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 (mailing address with zip)

\* ~~242~~ <sup>Apt 6</sup> 242 2nd Ave Proctor MN 55810

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.

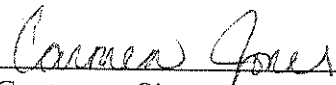
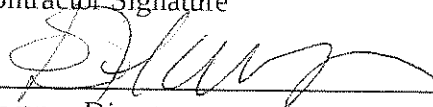
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

* 	_____	_____	1-11-19
Contractor Signature	SSN/Tax ID Number		Date
	_____	_____	1-11-19
Program Director			Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

01	605	005	320	340	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

*Arthur Elso*

CFO/Executive Director of Business Services/Superintendent of Schools

1-23-19

Date

Description of Performance for Carmen Jones:

Carmen will provide cultural and language assistance to Misaabekong Ojibwe Language Immersion Program.

Her duties will include reading stories in Ojibwemowin, Ojibwe sounds chart practice, number review, and Ojibwe games instruction for Misaabekong students.

Her rate will be \$75.00 (seventy-five dollars)/day

# Memorandum

**To:** Cathy Erickson  
Dave Spooner

**From:** Jason Barsness

**Date:** January 3, 2019

**Re:** Quote #4306– Radon Testing and Analysis – District Wide

Quotes were solicited from five contractors for Radon Testing and Analysis - District Wide. Four quotes were received in response to the School District's request for quotes. Institute for Environmental Assessment, 5525 Emerald Avenue, Mountain Iron, MN submitted the lowest responsible quote with an estimated value of \$22,700.00.

**Recommendation:**

It is recommended to approve the contract with Institute for Environmental Assessment to complete the work defined in Quote #4306 – Radon Testing and Analysis for a total estimated amount of \$22,700.00 with the option to conduct additional testing, upon district approval, at the following rates: short term testing shall not exceed \$12 per test, continuous monitoring shall not exceed \$200 per test per month, and labor rates shall not exceed \$91 per hour.

Attached please find three (3) copies of the contract between ISD 709 and Institute of Environmental Assessment for Radon Testing and Analysis services. After review, please sign and return to the Facilities Management office for processing.

Attachment

PROPOSAL TABULATION  
DISTRICT WIDE  
RADON TESTING  
QUOTE #4306

Wednesday, January 3, 2019

Vendor	Total Cost	Hourly Rate	Cost for CRM	Cost per Sample
<b>Environmental Troubleshooters</b> 3825 Grand Avenue Duluth, Minnesota 55807 phone: 722-6013 fax: 722-6319	<i>no bid</i>			
<b>Arrowhead Consulting &amp; Testing</b> 5606 Miller Trunk Highway Hermantown, Minnesota 55811 phone: 729-0987 fax: 729-8297	\$43,000.00	\$75.00	\$300/Month	\$20.00
<b>Twin Ports Testing, Inc.</b> 1301 North 3rd Street Superior, Wisconsin 54880 phone: 392-7114 fax: 392-7163	\$47,500.00	\$60.00	\$455.00	\$15.00
<b>Institute for Env. Assessment (IEA)</b> 5525 Emerald Avenue Mountain Iron, MN 55768 phone: 800-233-9513	\$22,700.00	\$91.00	\$200/Month	\$12.00
<b>Field Environmental Consulting</b> 8612 Eagle Creek Parkway Savage, MN 55378-1284 phone: 952-746-5880	\$24,250.00	\$75.00	\$450/3 Months	\$15.00

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 3<sup>rd</sup> day of January, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Institute of Environmental Assessment, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 3, 2019 and shall remain in effect until April 6, 2019, 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.** Perform all work as specified in Quote #4306 District-Wide Radon Testing; project base quote time and materials not to exceed \$22,700.00.

Add Alternate #1: If additional testing is required, short term testing shall not exceed \$12 per test, continuous monitoring shall not exceed \$200 per test per month, and labor rates shall not exceed \$91 per hour and must be authorized in advance by the District.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment Form; and
4. Any other documents identified by District.

3. **Background Check.** N/A

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 \$ 22,700.00 for base quote time and material. Add Alternate #1: If additional testing is required, short term testing shall not exceed \$12 per test, continuous monitoring shall not exceed \$200 per test per month, and labor rates shall not exceed \$91 per hour and must be authorized in advance by the District. 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: ISD 709, Duluth Public Schools, Attn: Jason Barsness, 215 North 1<sup>st</sup> 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 Institute for Environmental Assessment, 5525 Emerald Avenue, Mountain Iron, MN 55768.

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.

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

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
Jason Barsness	Safety Coordinator

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;

- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

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

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

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

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

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

\_\_\_\_\_  
 Contractor Signature SSN/Tax ID Number Date

\_\_\_\_\_  
 Program Director Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

05	865	005	349	000	130500
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*Cathryn Schaefer*  
 \_\_\_\_\_  
 CFO/Superintendent of Schools/Board Chair 1-3-19  
Date

# LYRIC OPERA OF THE NORTH

January 4, 2019

## AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT LOWELL ELEMENTARY SCHOOL.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *Elixir of Love*, at **Lowell Elementary School in Duluth, in the school gymnasium, on Friday, February 8, 2019 at 9:20 a.m.** This 45 minute opera is designed and written specifically for a K-5<sup>th</sup> grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

**8:00 a.m. arrival and load in** to performance space at school.

**8:30 a.m. begin rehearsal with student chorus** (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

**9:15 a.m. Audience takes their places.**

**9:20 Performance and Q&A.**

**10:20 END of performance, LOON loads out.**

**10:50 Gym is empty.**

1. Music Teacher agrees to prepare a chorus of no more than **16 student singers**, from which you will assign **2 students with speaking roles (Soldier and Justice of the Peace)** to appear in this performance. Speaking roles should come from the singing chorus. Teaching materials were emailed separately. If additional students are participating at singers, they are welcome to sit in risers behind the acting chorus.
2. We request the use of a piano or keyboard for this performance. For our purposes, a "bad" piano is usually better than a mediocre keyboard, but we rely on Music Teachers' discretion!
3. Please see previously sent materials for gym set-up: LOON sets up performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.
4. Prior to performance week: please check to see if gym fans can be turned off. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
5. Payment can be sent to Lyric Opera of the North at the address below. **The cost of the performance is \$750.00.** Payment can be made at any time from now until the day of the performance.

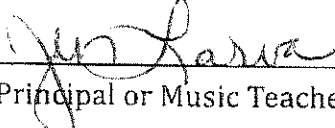
# LYRIC OPERA OF THE NORTH

6. If you have a learning CD, this will be collected on the day of the performance.
7. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
8. Please remember that 400 students is a "guideline" for maximum number of students in attendance. We can discuss this further for clarification if needed.

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

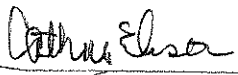
We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.

\_\_\_\_\_  
Sarah Lawrence  
General Artistic Director

  
\_\_\_\_\_  
Principal or Music Teacher

\_\_\_\_\_  
Date

1/8/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cathy Erickson, CFO

1-14-19  
\_\_\_\_\_  
Date

## INTER-INSTITUTIONAL AGREEMENT

This Inter-Institutional Agreement ("**Agreement**") is made and entered into as of the last date of signature ("**Effective Date**") by and between:

**CENTRE HOSPITALIER UNIVERSITAIRE SAINTE-JUSTINE**, a legal person governed by *An Act Respecting Health Services and Social Services*, RLRQ, c.S-4.2, a law of Quebec, Canada, having its head office at 3175 Côte-Sainte-Catherine Road, Montreal, Quebec H3T 1C5 Canada ("**CHU Sainte-Justine**"), and;

**Patricia Conrod, PhD**, a researcher having privileges of research at CHU Sainte-Justine, having an office at CHU Sainte-Justine at 33175 Côte-Sainte-Catherine Road, Montreal (QC) H3T 1C5 ("**Dr. Conrod**"), and;

**DULUTH PUBLIC SCHOOLS ISD 709**, having its principal place of business at 215 N. 1st Avenue East Duluth, MN 55802 ("**Site**"), and;

(CHU Sainte-Justine, Dr. Conrod and Site are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**").

---

**WHEREAS** the Dr. Conrod has developed a preventive intervention program for at-risk adolescents that aims to delay the first drug use by adolescents (the "**PREVENTURE Program**");

**WHEREAS** Dr. Conrod is coordinating the implementation of the PREVENTURE Program by offering training to various sites;

**WHEREAS** CHU Sainte-Justine is the coordinating centre of the PREVENTURE Program;

**WHEREAS** Site has received and will administrate a grant from the Northland Foundation for the payment of the PREVENTURE Program facilitator training and materials for Lincoln Park middle school, Virginia high school, men as peacekeepers and Lutheran Social Services (collectively the "Participating Institutions");

**WHEREAS** Site wishes to engage the collaboration of Dr. Conrod and CHU Sainte-Justine to train the Participants to become PREVENTURE facilitators;

**WHEREAS** Site will assume the cost of the Participants (as defined below) training and may choose to assume certain payments of student manuals and annual membership fees on behalf of Participating Institutions;

**WHEREAS** separate agreements will be signed by each of the Participating Institutions confirming the terms on which the PREVENTURE program may be performed;

**NOW THEREFORE**, in consideration of the premises and mutual promises and covenants set out in this Agreement, the Parties hereto agree as follows:

### 1. Responsibilities of the Parties

1.1. Dr. Conrod and/or CHU Sainte-Justine shall:

- a) Perform or assign someone to perform the PREVENTURE Program Facilitator training on or around *January 10<sup>th</sup> and 11<sup>th</sup>* 2019 to 12 participants at Saint Louis County Courthouse, 100 N 5th Ave W #101, Duluth, MN 55802;
- b) Provide 12 Facilitator's Guides for the PREVENTURE Program Facilitator training;
- c) Perform or identify the person who will perform the PREVENTURE Program Facilitator Supervised Practice on a mutually acceptable date; and
- d) Provide a certificate to Participants upon completion of the PREVENTURE Program facilitator training which shall constitute a license to perform the PREVENTURE Program subject to ongoing completion of annual training;
- e) Provide annual training to Participants subject to payment by Site or Participants of the annual fees described in section 2.

1.2. The Site shall:

- a) Select 12 professionals from Participating Institutions with school counselling experience to participate in the PREVENTURE Program Facilitator training (the "**Participants**");
- b) Provide Dr. Conrod or the person performing the training with the appropriate facilities for performance of the training;
- c) Pay the fees as indicated in section 2 *Budget and Payments*.
  - a. Site may elect to pay for the annual membership fees and student manuals for Participating Institutions provided:
    - i. Site manages student manual orders of such Participating Institutions. For clarity, such Participating Institutions shall order manuals from Site directly and Site shall take the necessary measures to fulfill such orders
    - ii. Site registers Participants to annual training activities;
    - iii. Site notifies Participating Institutions of their obligation to order student manuals, pay annual membership fees and register to annual training activities by contacting [preventure@recherche-ste-justine.ca](mailto:preventure@recherche-ste-justine.ca) when Site ceases payment on their behalf.
  - d) Purchase all PREVENTURE manuals from CHU Sainte-Justine. Independent reproduction of such manuals is strictly prohibited;

2. Budget and Payments (in U.S. Dollars)

<b>Item/Service</b>	<b>Cost</b>	<b>Total Cost</b>	<b>Payment Date</b>
PREVENTURE Program Facilitator training (two (2) day program)	\$2,400.00 for up to 4 people  \$450.00/pp for each additional person	\$6,000.00	Upon signature of this Agreement
PREVENTURE Facilitator's Guides	\$100.00 each	\$1,200.00	Upon signature of this Agreement
Supervised Practice for PREVENTURE Program Facilitator training	\$500.00 (five hundred dollars) per person	To be determined	Upon receipt of invoice
Cost of travel to Site		invoiceable - not to exceed \$5,000.00.	Upon receipt of invoice
Annual partnership and training fees for certified facilitator	300\$ per certified facilitator	\$3,600	April 1 of every year following certification of facilitator  *may be paid by Site or by Participants.  ** Failure to pay such annual fees shall automatically suspend Site's and Participants' right to perform PREVENTURE program for one (1) year. Such right shall automatically expire after failure to pay licensing fees for two (2) consecutive years. Upon expiration of such right,

			Participants will be required to re-take the PREVENTURE Program training for the right to perform said program.
--	--	--	-----------------------------------------------------------------------------------------------------------------

**For Student Manuals:**

<b>Costs of student manuals (in US dollars)</b>			
Number of Manuals	>400	200-399	<200
Price per manual	\$12.00	\$18.00	\$22.00

\*Manuals may not be sold individually. They are only sold in packages of 10 per personality type.

\*\*Manuals are non-refundable.

\*\*\*Manuals must be purchased from CHU Sainte-Justine and may not be purchased from third parties or copied or reproduced in any way.

\*\*\*\*The price per manuals is subject to change. The price in effect at the time the order is placed will be applied.

\*\*\*\*\* To place an order, you may email the PREVENTURE team at [preventure@recherche-ste-justine.qc.ca](mailto:preventure@recherche-ste-justine.qc.ca), specifying the quantity of manuals required, the billing address and the shipping address. Please note that you will be responsible for the shipping fees.

**Payment information**

Site shall make cheques payable to: **CHU Sainte-Justine**

Cheques shall be mailed to: Mrs. Yun Gao

CHU Sainte-Justine, local 1.17.026

3175 chemin de la Côte Sainte-Catherine,  
Montreal (QC) H3T 1C5

With mention of Agreement No. E6158

**3. Privacy Laws and Protection of Personal Health Information**

The Parties shall adhere to and comply with all applicable laws and regulations regarding protection of personal information.

Should Site and/or its employees record its performance of the PREVENTURE Program for the Supervised Practice, Site shall ensure all necessary consents are obtained and all personal information accurately protected.

#### **4. Confidentiality**

The Site and its employees and agents (collectively "**Recipient**") shall not disclose to any third party or use for any purpose other than in the fulfillment of their respective obligations in performing the PREVENTURE Program, or as otherwise expressly permitted by this Agreement, any confidential or proprietary data, records, or other information disclosed to Site by or on behalf of CHU Sainte-Justine or Dr. Conrod, or generated in connection with the PREVENTURE Program (hereinafter, collectively "**Information**"), without the prior written consent of CHU Sainte-Justine and Dr. Conrod. Such Information shall be disclosed by Site only to individuals involved in the PREVENTURE Program at the Site on a "need to know" basis.

#### **5. Intellectual Property**

5.1 The Site understands and acknowledges that the intellectual property (copyright, trademark, etc.) related to PREVENTURE Program material, including but not limited to manuals, personality tests, screening tools, guides, power point presentation and content, oral or written, of all training sessions ("**PREVENTURE Material**"), belongs to the Dr. Conrod, CHU Sainte-Justine and other employees or entities with which the Dr. Conrod and the CHU Sainte-Justine collaborate, collaborated or are bound by contracts. PREVENTURE Material may not be copied or reproduced in any way.

5.2 The Site agrees to use the PREVENTURE Material provided by the Dr. Conrod and CHU Sainte-Justine restrictively, only for the purposes of PREVENTURE Program performance by Site or on Site's behalf.

5.3 Any and all forms of recording of the PREVENTURE Program training are strictly prohibited.

#### **6. Representations and Warranties**

6.1 The Site represents and warrants to CHU Sainte-Justine and the Dr. Conrod that:

- a) Site is not a party to or subject to any agreement, policy, funding arrangement or other constraint of any kind that would preclude them from entering into or fulfilling his obligations under this Agreement;
- b) Site undertakes not to enter into any agreement or funding arrangement that would preclude them from fulfilling his obligations under this Agreement; and
- c) the execution and delivery of this Agreement has been authorized by all corporate or administrative action necessary on the part of the Site, and

this Agreement, when executed, will constitute a valid and binding obligation of the Site.

## **7. Liability, Indemnification and Insurance**

7.1 (i) Each Party assumes its/his/her own liability for any damages, losses or costs arising out of suits or claims on account of injuries (including death) or damage to property to the extent that such injuries or damage arise out of its/his/her activities or responsibilities under this Agreement, or the activities of those for whom in law it/he/she is responsible; and

(ii) No Party or its/his/her trustees, directors, officers, employees, and agents (the "**first Party**") shall be liable to any other Party (the "**second Party**") for any damages, losses or costs arising out of suits or claims brought by the second Party or made against the second Party except to the extent caused by negligence or wilful misconduct on the part of the first Party.

(iii) No Party shall be responsible for any lost profits, lost opportunities, or other indirect or consequential damages suffered by another Party.

## **8. Termination, Suspension, Expiration**

8.1 This Agreement shall be effective as of the Effective Date and continue in full force and effect, subject to payment of licensing fees as indicated in section 2, until termination in accordance to section 8.2 of this Agreement.

8.2 Each Party to this Agreement reserves the right to terminate this Agreement on thirty (30) days written notice to the other Parties.

8.3 Termination, suspension or expiration of this Agreement shall not affect the survival and continuing validity of sections 2 (Budget and Payments), 3 (Privacy Laws), 4 (Confidentiality), 5 (Intellectual Property), 7 (Liability, Indemnification and Insurance), 8 (Termination) and 10 (General), nor of any other provision which is expressly or by implication intended to continue in force after such termination or expiration. Further, termination shall not relieve the Parties of any obligations which have already accrued. No termination hereunder shall constitute a waiver of any rights or causes of action that any Party may have based upon events occurring prior to the termination date.

## **9. Notice**

9.1 All notices to be delivered hereunder may be delivered only by personal delivery or by registered or certified mail, or courier, all postage and other charges prepaid, or by email, to the Parties at the addresses set forth below or at such other address as any Party may hereinafter designate in writing to the others.

To Dr. Conrod:  
Patricia Conrod, PhD

CHU Sainte-Justine, Suite A.17.100  
3175 Côte-Sainte-Catherine Road,  
Montreal (Quebec) H3T 1C5  
Tel: (514) 345-4931, ext 4051  
Email: [patricia.conrod@umontreal.ca](mailto:patricia.conrod@umontreal.ca)

With a copy to the attention of CHU Sainte-Justine

To CHU Sainte-Justine:  
Sylvie Cossette, CPA, CA  
Associate Director  
CHU Sainte-Justine, Suite 1-17.012  
3175 Côte-Sainte-Catherine Road,  
Montreal (Quebec) H3T 1C5  
Tel: (514) 345-4931 ext. 5777  
Email: [ber@recherche-ste-justine.qc.ca](mailto:ber@recherche-ste-justine.qc.ca)

With a copy to the attention of Dr. Conrod

To Site:  
**Cathy Erickson**  
CFO/Executive Director of Business Services [catherine.erickson@isd709.org](mailto:catherine.erickson@isd709.org)

**Jackie Dolentz**  
Executive Assistant  
[Jacqueline.Dolentz@isd709.org](mailto:Jacqueline.Dolentz@isd709.org)

Historic Old Central High School  
215 N. 1st Avenue East, Rm 215  
Duluth, MN 55802

**Ph:** 218-336-8704  
**Fax:** 218-336-8773

## 10. General

- 10.1. This Agreement may be amended only by further written agreement signed by each of the Parties or their duly authorized representatives.
- 10.2 Except as set out herein, the Parties may not assign or subcontract any portion or the entirety of this Agreement without the prior written consent of the other Parties. Subject to any limitations otherwise expressed herein, this Agreement shall endure to and be binding upon the Parties hereto and their respective successors, heirs and permitted assigns.
- 10.4 The relationship among the Parties hereto is that of independent contractors and nothing in this Agreement shall be deemed or construed to constitute an agency relationship or a partnership between or among the parties hereto. No Party hereto shall have the authority to act on behalf of any other Party hereto or to bind another Party hereto in any manner.

- 10.5 No Party shall use, or authorize others to use, the name, trademark, trade name, logo, symbol, mark or any adaptation thereof, of any other Party hereto in any publication, news release, promotional material, promotional activity, advertisement, or other public announcement, whether written or oral, or make any form of representation or statement in relation to the PREVENTURE Program that would constitute an express or implied endorsement by such other Party of any product or service of the first Party without the prior written consent of the affected Party, subject, however, to the following:
- (a) Coordinating Centre and Dr. Conrod may, without prior consent, identify Site as an entity that participated in the PREVENTURE Program; and
  - (b) Site may, without prior consent, disclose its participation in the PREVENTURE Program (including the name of the Coordinating Centre, Dr. Conrod, name of the program, and funding amount) as required by law, Court order, or regulation; and may, without prior consent, disclose their participation in the PREVENTURE Program in internal reports and publications and presentations made in accordance with this Agreement.
- 10.6 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties hereby acknowledge that the Courts of Montreal shall have exclusive and preferential jurisdiction to entertain any complaint, demand, claim or cause of action whatsoever arising out of this Agreement.
- 10.7 The Parties declare that they have accepted that this Agreement and all written communications relating thereto be drawn up in English: *Les parties déclarent avoir accepté que la présente entente et que tous les écrits s'y rapportant soient rédigés en anglais.*
- 10.8 The Parties hereto shall not be liable for any failure to perform as required by this Agreement (except payment obligations), to the extent such failure to perform is due to circumstances reasonably beyond any party's control, such as labour disturbances or labour disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease or other such occurrences.
- 10.9 If any provision, right or remedy provided for herein is held to be unenforceable or inoperative by a court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected thereby.
- 10.10 No failure or delay by any Party hereto in exercising any right or remedies under this Agreement shall be construed to operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 10.11 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall together be deemed to constitute one agreement. An executed signature page for this Agreement

delivered in facsimile or PDF form shall be as effective as an original executed signature page.

***Remainder of page intentionally left blank.***

***The signatures are on the following page.***

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates indicated below their respective signatures, with effect as of the Effective Date.

**FOR THE CENTRE HOSPITALIER UNIVERSITAIRE SAINTE-JUSTINE**

\_\_\_\_\_  
Authorized Signature  
Name: Dr. Jacques Michaud  
Title: Director of research

\_\_\_\_\_  
Date (year / month / day)

Dr. Conrod

\_\_\_\_\_  
Patricia Conrod, PhD

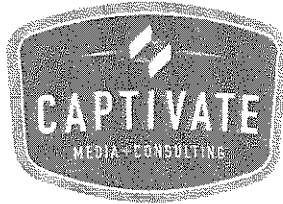
\_\_\_\_\_  
Date (year / month / day)

**FOR SITE**

*Catherine Erickson*  
\_\_\_\_\_  
Authorized Signature  
Name: *Catherine Erickson*  
Title: *CFO*

*2019/1/9*  
\_\_\_\_\_  
Date (year / month / day)

# Contract



## Schedule of Services

**THIS SCHEDULE OF SERVICES ("Schedule")** by and between Capture Video LLC, a Minnesota limited liability company d/b/a Captivate Media + Consulting ("**Company**"), and Duluth Public Schools #709, a public school district in Minnesota ("**Client**"), is effective as of the 3rd day of January, 2019 ("**Schedule Effective Date**"). In consideration of the mutual covenants and agreements set forth in this Schedule, and with the intention of being legally bound hereby, Company and Client agree as set forth herein and in the Terms and Conditions attached hereto ("**Terms and Conditions**") which are hereby incorporated herein in their entirety. Terms not otherwise defined herein shall have their respective meanings set forth in the Terms and Conditions.

### 1. Client Information.

Duluth Public Schools  
C/o Katie Kaufman  
215 N. 1st Avenue East  
Duluth, MN 55802

2. Project Overview. The following sets forth the parties mutual understanding of the scope, goals and desired outcome of the Services:

Company will work collaboratively with Client to create one 30-second and one 15-second video that will be edited through our 3-Tap Editing process. Client will upload digital assets, such as photos and video clips to a cloud-based platform like Google Drive. With instructions from Client, Company will edit the video and add music, graphics and color correction.

Custom graphic creation is included. This may include an animated introduction, lower third graphics and other text-based graphics that support the messages of the video. If additional animated graphics are needed, the cost of this project may increase.

One-round of changes in editing are included within this proposal, as long as the changes are consistent with the agreed-upon key messages and original video scope.

Assuming the Client provides the right mix of photos and videos:

- Company will balance the videos and photos used between the two high schools, so each school is equally represented.
- Company will reflect the diversity of the student body during the editing process of the videos.

The final video will be provided as digital files of your choice (.mov, .wmv, .mp4, etc.). We will also provide a closed caption file so your video is in compliance with new ADA accessibility standards, if there are spoken words that do not have text already inserted as graphics in the video.

Company will need approximately two weeks to complete the project after all of the digital assets are uploaded.

3. Services Fees. Client agree that fees for the Services shall be paid as invoiced by Company in accordance with the Terms

and Conditions, unless otherwise set forth below. The Services fees are as follows:

Services Fees:

Fees for 3-Tap editing are by charged by the edited minute.

\$450 graphic/project set-up fee (one-time cost)

\$350 per 30-second video

\$275 per 15-second video

It is anticipated the total cost for this project will be \$1,075.

Revisions

The scope set forth in Section 2 above includes Company making one (1) round of revisions to each video, provided the revisions are made within the scope of the approved video script. Client requested revisions beyond such scope will be invoiced at a rate of \$150 per hour.

After the first round of in-scope revisions, additional revisions can be made at Company's then standard hourly rate for such services. If any requested revisions are considered to be changes to the approved script and/or edit decision list, a change order may be required.

Fees for additional services (i.e. Services not set forth in Section 2 above) that are requested by Client and performed by Company shall be invoiced in arrears at the rate of \$150 per hour.

4. Services Term. The term of this Schedule shall commence on the Schedule Effective Date and continue for a period of no more than 90 days.

5. Counterparts. This Schedule may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in the event that any signature is delivered by facsimile transmission, by e-mail delivery of a PDF or similar file, or by other electronic signature, such signature shall create a valid and binding obligation of the signing party with the same force and effect as if such signature were an original thereof.

**Capture Video, LLC**

**Terms and Conditions**

**THESE TERMS AND CONDITIONS** by and between Company and Client is made and entered into effective as of the Effective Date.

**WHEREAS**, Company and Client desire that Company perform services to and on behalf of Client as an independent contractor, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties further agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions and any applicable Schedule.

1.2 "Client Materials" means all Client photographs, artwork, video, recordings or other Client materials to be used in the

Services and/or Deliverables.

1.3 "Client" means the individual or entity specified as the "Client" in the applicable Schedule.

1.4 "Company" means Capture Video, LLC, a Minnesota limited liability company, its successors and assigns.

1.5 "Confidential Information" means all nonpublic information disclosed by Client to Company, including, without limitation, Company IP (as defined below), products, services, tools, techniques, processes, strategic information, customer lists, supplier lists, documentation, data, designs, drawings, technical information, information related to Client's business plans and/or customers. Confidential Information shall not include information which was previously lawfully known to Company free of any confidentiality obligation, information which becomes publicly available other than by unauthorized disclosure, information developed by Company independent of Company's access to Confidential Information, or information received by Company from a third party.

1.6 "Deliverables" means any and all work product, video, reports, artwork, graphics, materials and other deliverables created or developed by Company in the performance of the Services.

1.7 "Effective Date" means " means the date of Client's acceptance of this Agreement by signing a Schedule with Company.

1.8 "Schedule" means a Services Schedule signed by an authorized representative of each party and which refers to this Agreement.

1.9 "Services" means the services described in a Schedule.

## **2. Services and Deliverables; Client Obligations.**

2.1 Services and Deliverables. Company shall perform the Services and provide the Deliverables set forth in the applicable Schedule. Any modifications to the Services and/or Deliverables shall be reflected in an amendment to the applicable Schedule, which shall become effective upon signature by an authorized representative of each party.

2.2 Client Obligations. Client shall provide Company with all Client Materials at least seven (7) calendar days prior to Company's intended use of such Client Materials. Client shall cooperate with Company in good faith to meet Company's production schedule and Company shall not be responsible for any delay in Company's performance of the Services or provision of any Deliverable or for any additional cost incurred by Company caused by Client's actions, unavailability, tardiness, failure to respond or appear, or failure to provide Client Materials.

2.3 Completion and Acceptance. Company shall have the right to edit Deliverables at its discretion, including to remove any material considered lewd, offensive or inconsistent with the theme of the production, provided Client shall have the right to approve all final Deliverables. If Client requests any out-of-scope changes to any Services and/or Deliverables (whether in-progress or completed) resulting in any additional cost and/or expenses to Company, Client shall be responsible for such additional costs and/or expenses.

Deliverables will be completed approximately two (2) to four (4) weeks following the final taping session, provided actual time to complete and deliver each Deliverable may vary based on seasonal workload, Client requirements, unforeseen circumstances affecting the editing process or otherwise. Client shall have ten (10) calendar days to reject a Deliverable for failure to meet the Services description in the applicable Schedule. In the event Client does not reject a Deliverable within such time period, the Deliverable shall be deemed accepted by Client.

## **3. Payment.**

3.1 Services Fees and Expenses; Taxes. Client shall pay (a) the fees associated with the Services as set forth in the applicable Schedule, and (b) all expenses incurred by Company in its performance of the Services. Unless otherwise specified in the applicable Schedule, Company shall invoice Client the applicable fees and expenses monthly and invoices are due thirty (30) days from Client's receipt of the invoice. All fees are exclusive of applicable taxes and Client shall be exclusively responsible for payment of any applicable federal, state and local taxes and assessments on Services fees; provided that Client shall not be liable for any taxes based on Company's net income.

3.2 Expenses. Overdue fees and expenses shall bear interest at the lesser of two percent (2%) per month or the maximum rate allowed by applicable law, until paid. In the event that any fees and expenses become more than thirty (30) days overdue, Company may suspend performance of the Services. Company shall have no liability due to such suspension. To the extent not prohibited by law, Client shall be responsible for all charges, fees and expenses (including, but not limited to, reasonable attorney's fees) incurred by Company in enforcing or attempting to enforce Client's payment obligations hereunder, regardless of whether suit is commenced.

3.3 Quoted Fees. All fees set forth in a Schedule are estimates only, based on information received by Company from Client. Subject to Section 2.3, Company will work with Client regarding any Client expectations for Services fees communicated by Client to Company to stay within Client's budget. Company will communicate to Client any material increases in Company's estimated budget (e.g., resulting from additional content or additional shoot days not included in the initial estimate).

#### 4. Term.

The term of this Agreement will commence upon the Effective Date and shall remain in effect until terminated in accordance with the terms of this Agreement (the "Term").

4.1 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause at any time upon at least thirty (30) days prior written notice to the other party. Termination of this Agreement by either party shall terminate any applicable Schedule then in effect.

4.2 Termination for Cause. If this Agreement is duly terminated for cause, all Schedules then in effect shall also be terminated for cause.

4.2.1 Material Breach. Either party may terminate this Agreement for cause if the other party breaches a material term or condition and fails to cure such breach within thirty (30) days of the date that written notice of the breach is provided to the breaching party.

4.2.2 Insolvency. Either party may terminate this Agreement for cause immediately upon written notice, if (a) the other party makes an assignment of all or part of its assets for the benefit of creditors, or becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors (collectively "Petitions"), if such Petitions are not dismissed within sixty (60) days of filing, or (b) the other party fails to inform the terminating party of any Petition in writing within five (5) business days of the filing of such Petition.

4.3 Effect of Termination. Unless otherwise provided, Client shall promptly pay for all Services performed by Company under the applicable Schedule up to and including the effective date of termination of a Schedule. If Client has pre-paid Services on a fixed fee basis, Company shall refund any unearned fees as of the effective date of termination. Notwithstanding the foregoing, any deposit paid by Client shall be non-refundable.

4.4 Cancellation Policy. The following terms apply in the event Client reschedules any Company scheduled event:

4.4.1 No fee is charged by Company to reschedule any Services five (5) business days or more before the scheduled event, unless any third party facility rescheduling fees apply. Revisions to the entire project schedule may or may not result in loss of all or partial deposit(s) paid to-date.

4.4.2 Client shall be responsible for fifty percent (50%) of any daily shooting fee and any third party facility rescheduling fees if an event is changed/ rescheduled by Client forty-eight (48) to ninety-six (96) hours prior to start time of event.

4.4.3 Client shall be responsible for one hundred percent (100%) of any daily shooting fee and any third party facility rescheduling fees if an event is changed with less than forty-eight (48) hours prior notice before event start-time.

4.4.4 For purposes of this Section 4.4, "event" shall mean the scheduled start time of a video shoot for local coverage, and the scheduled flight departure time for out-of-town coverage. Notwithstanding any amounts due by Client as a result of the rescheduling of an event pursuant to this Section 4.4, Client shall pay the full fee for the applicable rescheduled event.

**5. Representations and Warranties.** Each party represents and warrants that (a) this Agreement has been validly signed and delivered and constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, subject to the principles of equity, bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, (b) it has all requisite authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, (c) its signature and delivery of this Agreement and its performance and compliance with the terms of this Agreement will not conflict with, result in a breach of, constitute a default under or require the consent of any third party under any license, sublicense, lease, contract, agreement or instrument to which such party is bound or to which such party's properties are subject, and (d) it shall comply with all applicable laws related to such party's obligations under this Agreement. Client represents and warrants that (v) Client is the lawful owner of the Client Materials or, to the extent Client is not the lawful owner, Client has all rights necessary for Client to provide the Client Materials to Company, (x) Client's provision of the Client materials and Company's intended use of the Client Materials will not violate or in any way infringe on any patent, copyright, trade secret, trademark, intellectual property or other rights of a third party, (y) Client has all rights of publicity necessary for Company videotape or otherwise record any Client provided names, persons, voices, photographs, biographies or likenesses as part of the Services and/or Deliverables, and (z) Client has obtained all necessary consents required under Section 7 (Participation Waivers and Consent).

**6. Confidentiality.** All data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement is governed by the Minnesota Government Data Practices Act, as well as other State and Federal rules and regulations relating to data privacy.

## **7. Ownership.**

7.1 **Deliverables.** Company agrees that all final Deliverables shall each be deemed to be a "work made for hire" under Title 17 of the United States Code, as amended. To the extent any final Deliverable does not qualify as a "work made for hire" under such title, Company hereby irrevocably transfers, assigns and conveys all right, title and interest in and to such final Deliverable to Client, provided Client has paid all fees associated with such Deliverable. If any materials, including without limitation Company Materials, that are not otherwise assigned to Client are incorporated into a Deliverable, Company hereby grants to Client a nonexclusive, perpetual, irrevocable, world-wide, royalty-free license to use that material as incorporated into that Deliverable.

7.2 **Reservation of Rights.** Client acknowledges and agrees that as between Company and Client, Company is and shall remain the exclusive owner of Company's products, software, hardware, video, artwork, graphics, designs, methodologies, business processes, Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein, in each case obtained, owned or developed prior to the Effective Date or independent of the Services (collectively "Company Materials"). To the extent Client now or in the future owns any such rights, Client hereby irrevocably transfers, assigns and conveys all right, title and interest in and to all such rights to Company, without further compensation or action on behalf of Company. Client shall not challenge or assist any third party to challenge Company's ownership of such rights. Except as expressly recited herein, no rights or obligations are to be implied from this Agreement and no license is hereby granted to Client, directly or indirectly, under any patent, trade secret, copyright or other intellectual

property right now held by, which may be obtained by or which are or may be licensable by Company. Company expressly reserves all rights not expressly set forth in this Agreement. Company shall have the right to use, copy, display and perform all Deliverables, including any Client Materials and other intellectual property, and all intellectual property rights related thereto, for Company's promotional purposes in any form and manner and for use in Company's portfolio.

**8. Participant Waiver and Consent.** Client shall be solely responsible for obtaining all consents, releases, waivers and assurances (written or otherwise) from all participants provided by Client to Company for inclusion in any production pursuant to this Agreement, including without limitation from the parents or guardians of any participants who are minors, as necessary for Client to comply with the terms of this Agreement. Client acknowledges and agrees that, as between Client and Company, any failure to obtain such consents, releases, liability waivers or assurances shall be the sole responsibility and liability of Client. In addition, and without limiting the terms of the foregoing, Company shall have right in its discretion to have each participant sign a written waiver and release directly between each participant and Company.

**9. Indemnification; Disclaimer; Limitation of Liability.**

9.1 Indemnification. To the fullest extent permitted by law, the Parties agree to defend and indemnify each other, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the Party, the Party's subcontractor(s), or anyone directly or indirectly employed or hired by the Party, or anyone for whose acts the Party may be liable. The Parties agree this indemnity obligation shall survive the completion or termination of this Agreement.

9.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE SERVICES OR DELIVERABLES.

9.3 Limitation of Liability. EXCEPT WITH RESPECT TO COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, GOVERNORS, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (A) BE LIABLE UNDER ANY LEGAL THEORY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, THE SERVICES OR DELIVERABLES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTEREST OR INTERRUPTION OF BUSINESS, WHETHER BASED UPON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (B) BE LIABLE FOR ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT, NOT TO EXCEED THE FEES PAID BY CLIENT TO COMPANY UNDER THE AFFECTED SCHEDULE. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT. Any Client claims arising in connection with this Agreement, the Services or Deliverables must be brought within one (1) year of the date of the event giving rise to such action occurred.

9.4 Acknowledgement. CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES AND DELIVERABLES WOULD NOT BE PROVIDED TO CLIENT ABSENT SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY.

**10. Relationship.** Nothing contained herein shall be construed to establish an employer-employee, partnership, joint venture, franchisor-franchisee, parent-subsidary or other relationship, except for that of independent contractors. Client shall identify and request the Services to be performed, but Company shall determine the legal means by which all of the Services are to be accomplished. Neither party shall make any such representations to a third party or incur liability on behalf of the other party except as specifically agreed in connection with the performance of their duties hereunder.

## 11. General.

11.1 Notices. Except as otherwise expressly permitted, notices under this Agreement shall be in writing and shall be deemed provided (a) when delivered personally, (b) on the date sent by e-mail (provided that receipt is confirmed), (c) three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested to the notice address contained herein, or (d) upon written confirmation of delivery by recognized international carrier sent by overnight service, to the respective party as follows:

### **Company:**

Capture Video LLC  
Attn: Jake Sturgis  
755 Florida Ave. S., Ste D1  
Golden Valley, MN 55426  
Email: jake@capturevideo.com

### **Client:**

As set forth in Section 1 of the applicable Schedule.

Any party may change its contact information upon written notice to the other party containing the modified contact information.

11.2 Governing Law. This Agreement shall be governed by, construed and enforced according to the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to this Agreement shall be brought only in the state and federal courts of Hennepin County, Minnesota, and all parties expressly consent to such court's jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on forum non conveniens.

11.3 Survival. Sections 2.2 (last sentence), 2.3 (second sentence), 3, 4.3, 4.4 and 6 through 11 shall survive the termination of this Agreement.

11.4 Headings. Section and subsection headings are not to be considered part of this Agreement. They are included solely for convenience and not intended to be full or accurate descriptions of the content hereof.

11.5 Successors and Assigns. Client may not assign this Agreement, or any of Client's rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing shall be null and void. Company may assign this Agreement, or any of its rights or obligations hereunder, to an affiliate or in the event of a transfer of all or substantially all of Company's assets or Company's restructuring, upon notice to Client. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

11.6 Parties in Interest. Nothing in this Agreement is intended to confer upon any person other than the parties hereto and any third party beneficiaries identified herein, and their respective heirs, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

11.7 Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, except for payment obligations, including, but are not limited to, acts of God, strikes, public internet and private internet connection failures, lockouts, riots, acts of war, acts of terror, epidemics, government regulations superimposed after the Effective Date, fire, communication line failures, power failures, earthquakes and other disasters. In such an event, the delayed party shall give written notice to the other party and shall take actions reasonably

possible to resume performance.

11.8 Counsel. Each of the parties hereto have been represented by independent legal counsel or afforded the opportunity of representation by independent legal counsel. Therefore, no provision of this Agreement, including any amendment or addendum hereto, shall be construed against the party who drafted this Agreement.

11.9 Further Assurances. Client agrees to execute and deliver such other documents, instruments and agreements and to take such further action as is reasonably requested by Company to consummate or to evidence the consummation of the transactions contemplated herein.

11.10 Severability. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same intent and/or economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

11.11 Entire Agreement and Amendment. This Agreement together with the applicable Schedule constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof. This Agreement may not be modified, altered or amended except in a writing that is duly signed by the parties hereto. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in the applicable Schedule, the terms and conditions of this Agreement will control, unless the parties have expressly provided in such Schedule that a specific provision in this Agreement is amended, in which case this Agreement will be so amended, but only with respect to such Schedule. Any other terms and conditions supplied by or through Client (e.g., terms contained on a purchase order) or otherwise shall be of no force or effect and are superseded by this Agreement.

11.12 Waivers. No waiver of any provision of this Agreement nor consent to any departure herefrom shall in any event be effective unless the same shall be in writing and signed by the waiving party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

IN WITNESS WHEREOF, each party has through its authorized representative duly signed this Schedule to be effective as of the Schedule Effective Date.

KATIE RAUPWALD

Catherine Erickson

✓ Signed Jan 15th, 2019

KATIE STURGIS

Jake Sturgis

✓ Signed Jan 3rd, 2019



Special Services Department  
Independent School District #709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **January 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services: Preschool programming for 2 hours (120 minutes) every T & Th, 2 days per week, and up to 65 days.
  2. The AGENCY shall perform these services at: **2310 E 4th St, Duluth.**
  3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 30, 2019**; the contract not to exceed a total of **65 Days** (2 Days per Week) and a total cost up to **\$1350.00**. (\$180.00 per month + Application Fee of \$50.00 + One time Activity Fee \$40.00)
  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 15<sup>th</sup> of each month for the preceding month.
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ISD  
709  
Duluth  
Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

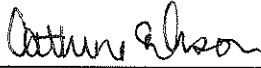
\_\_\_\_\_  
Name of Agency

By \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

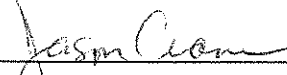
INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

  
\_\_\_\_\_  
C.F.O. Executive Director of Business Services

1-14-19  
Date

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By   
\_\_\_\_\_  
Director

1/14/19  
Date



Special Services Department  
Independent School District #709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **January 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services: Preschool programming for 7 hours (420 minutes) from 9-4:00 every T, Th, 2 days per week, and up to 65 days.
  2. The AGENCY shall perform these services at: **2310 E 4th St, Duluth.**
  3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 30, 2019**; the contract not to exceed a total of **65 Days** (2 Days per Week) and a total cost up to **\$1820.00** (\$260.00 per month)
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
-



Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

\_\_\_\_\_  
Name of Agency

By \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Cathryn Elson  
\_\_\_\_\_  
C.F.O. Executive Director of Business Services

1-14-19  
\_\_\_\_\_  
Date

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Jason Crane  
\_\_\_\_\_  
Director

1/14/19  
\_\_\_\_\_  
Date



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

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **January 28, 2019** by and between Independent School District 709, Duluth, MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (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 documentec \_\_\_\_\_ 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 4.5 hours (270 minutes) per day from 7:30-12:00, 3 day per week M, W, Th, and up to 47 days.
2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
3. The approximate date the service will begin is, **January 24, 2019** and shall not extend beyond **May 30, 2019**; the contract is not to exceed a total of **47 Days** (3 Days per Week, M, W, Th) and a total cost up to **\$846.** (\$18.00 per day).
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.

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## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of January, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Wolcott, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 4, 2019, and shall remain in effect until June 1, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor will provide curricular coordination for the River Quest field experience. River Quest is an event for area sixth graders where students learn about the St Louis River Estuary and its impact on the environment, the community, industry and the economy. The contractor's duties include but are not limited to attending meetings, distributing material, assisting in writing curriculum, and coordinating scheduling, organization and attendance of the event to be held May 13-16, 2019.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Aaron Salmela, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Amy Wolcott, 5652 Rose Rd, Hermantown, MN 55811 MN 55811

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

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

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

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

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

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

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

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

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


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

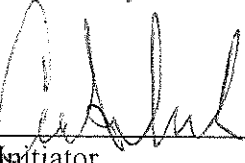
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

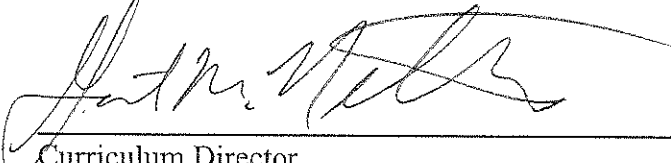
19. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State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

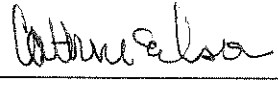
20. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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

  
Contractor Signature      SSN/Tax Identification Number      1/7/19  
Date

  
Initiator      Science Curriculum  
Title      1/8/19  
Date

  
Curriculum Director      1-11-19  
Date

  
Director of Business Service      1-14-19  
Date

01-610-005-317-399-130500

**No Cost Contracts Signed  
January 2019**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of January 2019:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Human Development Center (HDC)	Asst Supt	MOU
Lake Superior College (LSC)	Curriculum/CTE	Articulation agreement for the Integrated Manufacturing Programs
Lake Superior College (LSC)	Curriculum/CTE	Articulation agreement for the Automotive Program
Lake Superior College (LSC)	Curriculum/CTE	Articulation agreement for the Automotive Service Technician Program
Lake Superior College (LSC)	Curriculum/CTE	Articulation agreement for the Construction Technology Program
Lake Superior College (LSC)	Curriculum/CTE	Articulation agreement for the Allied Health Programs
PAVSA and North Homes Children and Family Services	Duluth Community Service Collaboration	MOU
Miller Hill Mall	Visual and Arts Media	Permit for the Duluth Public Schools Art Show

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN HUMAN DEVELOPMENT CENTER AND DULUTH SCHOOL DISTRICT, ISD #709**

**I. BACKGROUND AND INTENT**

This Memorandum of Understanding is between the Human Development Center, a community mental health center and Rule 29 clinic, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of addendum is to pilot CTSS Day Treatment Groups at Congdon Elementary School. This MOU augments and does not replace anything in the existing ISD 709 MOU.

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

**II. ROLES AND RESPONSIBILITIES**

**Roles of the Human Development Center and Duluth School District:**

**Roles of the Human Development Center:**

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

The Human Development Center will:

1. Meet with Congdon Elementary administrative staff to plan a system of day treatment service delivery consisting of a minimum of 2 hours per day, three (3) days per week (During a five (5) day school week).
2. Staff the day treatment group with a therapist(s) and mental health practitioners as necessary to provide the service to students referred or agreed upon by Congdon school staff.
3. Not interfere with students receiving federally mandated IEP services from Special Education staff.
4. Utilize third party billing and other grant funding for the cost of day treatment services. There will be no cost to the district for this service.

**Roles of the Duluth School District:**

1. Meet with Human Development Center administration staff to plan a pilot of day treatment groups.
2. Pursue appropriate district permission to allow such a pilot program.
3. Meet periodically with Human Development Center administration or other designated staff to review the working relationship in order to address any concerns and promote an active partnership.

**III. GENERAL TERMS**

**Terms.** This Memorandum of Understanding will begin effective the date of 01/14/2019 and will remain in effect thereafter unless either party provides one-month prior written notice. Otherwise,

this Agreement may be terminated in accordance with the section below on Termination.

**Termination.** Either party may terminate this Agreement by giving the other party 1-month prior written notice.

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

This Agreement is agreed to upon signature below.

Signed: Catherine Erickson  
Name: Catherine Erickson  
Title/Business: CEO, ISD # 709  
Date: 01/11/19

Signed: Jim Getchell  
Name: Jim Getchell  
Title/Business: Executive Director, Human Development Center  
Date: 1/4/19



## MINNESOTA STATE

ARTICULATION of Program of Study/Career  
Pathway Courses from Partner High School(s)

Lake Superior College  
AND  
ISD #709 DULUTH PUBLIC SCHOOLS

\*The Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements and has delegated this authority to colleges and universities.

This Agreement is entered into between ISD #709 Duluth Public Schools and Lake Superior College. This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

ISD #709 Duluth Public Schools offers Program of Study Career Pathway courses, and Lake Superior College has established course equivalencies, and will facilitate credit transfer for these courses as specified in the table below for the Integrated Manufacturing Programs. It is mutually agreed:

### Admission and Graduation Requirements

- A. Lake Superior College admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.
- B. Students must fulfill the graduation requirements at both institutions.
- C. Students must meet Lake Superior College admission requirements for the agreement to apply.

### Transfer of Credits

- A. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the uAchieve Degree Audit Report (DARS).

### Implementation and Review

- A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.
- B. This Course Agreement is effective on 08/15/2018 and shall remain in effect until the end date of 06/15/2019, unless terminated or amended by either party with 90 days prior written notice. This articulation agreement will be reviewed by both parties beginning 08/1/2019.
- C. The student will notify the receiving institution of their intent to follow this agreement, and present proof of course completion requirements.
- D. Guidelines for developing a Career Pathway and Program of Study have been followed. Course syllabi for the high school curriculum have been reviewed by high school, Lake Superior College faculty and align with college curriculum content.
- E. The goal of this agreement is to provide for transfer or articulation of credits and to provide learners with a quality education that prepares them for successful integration into the workforce, create contributing members of society, and instill the need to be lifelong learners. In accomplishing this goal school districts, colleges and universities will comply with federal and state legislation and guidelines.

## Terms and Conditions of Credit Transfer:

Applicants accepted must fulfill the graduation requirements of Lake Superior College.

### Criteria for Earning Lake Superior College Credit

Students may earn up to a maximum of three college credits by successfully completing the certified high school program curriculum and passing appropriate industry skill standard exams when applicable.

Students who meet the following criteria are eligible to receive college or university credit for courses, as identified in the course equivalency table.

- Earn a course grade of "B" or 85 percent or better in each course being articulated for credit
- Enroll in Lake Superior College which is a party to this agreement.
- Enroll in the program specified in this agreement
- Provide an official high school transcript and other documentation required by the college or university

### Documentation of Lake Superior College Credit

1. If the student's grade on each course grade was a "B" [or 85 percent] or better, a "P" grade will be recorded on a MnSCU Lake Superior College transcript indicating that credit is given.
2. Lake Superior College will clearly indicate whether the credit will count toward diploma/degree requirements or a general elective
3. Once credit is granted for prior learning by Lake Superior College, each system college and university shall evaluate credit for transfer according to policy 3.21 Undergraduate Course Credit Transfer.

### Life of the Credit

A student must provide documentation of successful completion of high school courses and requirements within three (3) years after successful completion of high school graduation for the student's request for credit to be considered.

Other Requirements (*Please identify special requirements, as needed*)

### Lake Superior College-Level Assessment

### Lake Superior College-Level Grading

### Instructor Qualifications

#### High School Instructors

- High School instructors must be licensed as a K-12 teacher and qualified to teach in programs that contain the Program of Study/Career Pathway courses. If the Perkins funds are used, the high school instructor must be career and technical education certified.

#### Lake Superior College faculty

- Lake Superior College faculty must meet college teacher credentialing field qualifications <http://www.minnstate.edu/board/policy/332.html>

## COURSE ARTICULATION TABLE

	High School (sending)	College (receiving)
Institution	ISD #709 Duluth East	Lake Superior College
Program Name		Integrated Manufacturing Programs
Program Award		A.A.S. and diploma
Describe program admission requirements (if any)	High School Instructor's Syllabus approved by LSC Faculty	






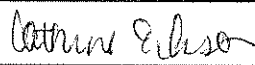
### Instructions

- List all courses that have equivalencies.
- Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion.
- Show equivalent university-college courses on the same row to ensure accurate DARS encoding.
- Equiv/Sub/Wav column: If a course is to be encoded as equivalent, enter Equiv. If a course is to be accepted by the college or university as a "substitution" only for the purposes of this agreement, enter Sub. If a course requirement is waived by the receiving institution, enter Wav. (To add rows, place cursor outside of the end of a row and press enter.)

### Program of Study Courses and Equivalencies (if any)

Course	LSC Equivalent Course	Credits	E/S
Principles of Engineering	CADE 1468 Solidworks I	3	
<b>Total Credits Applied</b>		3	

\*If course is equivalent to part of the college/university course, fees for the equivalent credits will be waived

High School	Name	Signature	Date
High School Teacher	<del>Kevin Chederquist</del>		1-3-19
High School Administrator	Danette Seboe		12/19/18
LSC Faculty	Richard Kresky		12/13/18
<del>LSC Faculty</del>	<del>Max Udovich</del>		
LSC Faculty			
Dean of Business and Industry	Hanna Erpestad		12/13/18
Vocational Program Coordinator ISD#709 Duluth Public Schools	Brad Vieths		12/22/18
Superintendent or District CEO	Catherine Erickson		1/3/19



**MINNESOTA STATE**

**ARTICULATION of Program of Study/Career  
Pathway Courses from Partner High School(s)**

**Lake Superior College  
AND  
ISD #709 DULUTH PUBLIC SCHOOLS**

\*The Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements and has delegated this authority to colleges and universities.

This Agreement is entered into between ISD #709 Duluth Public Schools and Lake Superior College. This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

ISD #709 Duluth Public Schools offers Program of Study Career Pathway courses, and Lake Superior College has established course equivalencies, and will facilitate credit transfer for these courses as specified in the table below for the Automotive Program. It is mutually agreed:

### **Admission and Graduation Requirements**

- A. Lake Superior College admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.
- B. Students must fulfill the graduation requirements at both institutions.
- C. Students must meet Lake Superior College admission requirements for the agreement to apply.

### **Transfer of Credits**

- A. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the uAchieve Degree Audit Report (DARS).

### **Implementation and Review**

- A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.
- B. This Course Agreement is effective on 08/15/2018 and shall remain in effect until the end date of 06/15/2019, unless terminated or amended by either party with 90 days prior written notice. This articulation agreement will be reviewed by both parties beginning 08/1/2019.
- C. The student will notify the receiving institution of their intent to follow this agreement, and present proof of course completion requirements.
- D. Guidelines for developing a Career Pathway and Program of Study have been followed. Course syllabi for the high school curriculum have been reviewed by high school, Lake Superior College faculty and align with college curriculum content.
- E. The goal of this agreement is to provide for transfer or articulation of credits and to provide learners with a quality education that prepares them for successful integration into the workforce, create contributing members of society, and instill the need to be lifelong learners. In accomplishing this goal school districts, colleges and universities will comply with federal and state legislation and guidelines.

## Terms and Conditions of Credit Transfer:

Applicants accepted must fulfill the graduation requirements of Lake Superior College.

### Criteria for Earning Lake Superior College Credit

Students may earn up to a maximum of three college credits by successfully completing the certified high school program curriculum and passing appropriate industry skill standard exams when applicable.

Students who meet the following criteria are eligible to receive college or university credit for courses, as identified in the course equivalency table.

- Earn a course grade of “B” or 85 percent or better in each course being articulated for credit
- Enroll in Lake Superior College which is a party to this agreement.
- Enroll in the program specified in this agreement
- Provide an official high school transcript and other documentation required by the college or university

### Documentation of Lake Superior College Credit

1. If the student’s grade on each course grade was a “B” [or 85 percent] or better, a “P” grade will be recorded on a MnSCU Lake Superior College transcript indicating that credit is given.
2. Lake Superior College will clearly indicate whether the credit will count toward diploma/degree requirements or a general elective
3. Once credit is granted for prior learning by Lake Superior College, each system college and university shall evaluate credit for transfer according to policy 3.21 Undergraduate Course Credit Transfer.

### Life of the Credit

A student must provide documentation of successful completion of high school courses and requirements within three (3) years after successful completion of high school graduation for the student’s request for credit to be considered.

Other Requirements *(Please identify special requirements, as needed)*

### Lake Superior College-Level Assessment

### Lake Superior College-Level Grading

### Instructor Qualifications

#### High School Instructors

- High School instructors must be licensed as a K-12 teacher and qualified to teach in programs that contain the Program of Study/Career Pathway courses. If the Perkins funds are used, the high school instructor must be career and technical education certified.

#### Lake Superior College faculty

- Lake Superior College faculty must meet college teacher credentialing field qualifications <http://www.minnstate.edu/board/policy/332.html>

## COURSE ARTICULATION TABLE

2018-2019	High School (sending)	College (receiving)
Institution	ISD #709 Duluth Denfeld	Lake Superior College
Program Name		Automotive Service Technician
Program Award		Diploma
Describe program admission requirements (if any)	High School Instructor's Syllabus approved by LSC Faculty	



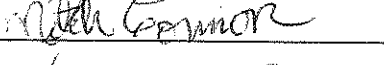
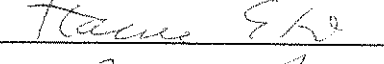
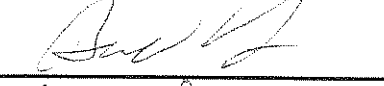
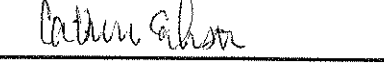
### Instructions

- List all courses that have equivalencies.
- Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion.
- Show equivalent university-college courses on the same row to ensure accurate DARS encoding.
- Equiv/Sub/Wav column: If a course is to be encoded as equivalent, enter Equiv. If a course is to be accepted by the college or university as a "substitution" only for the purposes of this agreement, enter Sub. If a course requirement is waived by the receiving institution, enter Wav. (To add rows, place cursor outside of the end of a row and press enter.)
- Students must receiving a passing score on equivalent AYES tests to be awarded credit.

### Program of Study Courses and Equivalencies (if any)

Course	LSC Equivalent Course	Credits	E/S
Automotive Basics: Brakes and Engines and	ASTE 1410 Air Conditioning	1	
Automotive: Engine Performance	ASTE 1500 Charging and Starting Systems	1	
	ASTE 2440 Suspension and Steering Repair	1	
	ASTE 1450 Engine Service	1	
Automotive Basics: Transmissions and Suspensions and	ASTE 1470 Basic Engine Drivability	1	
Automotive: Diagnostics & Electrical	ASTE 2400 Suspension and Steering Repair	1	
	ASTE 2460 Transmission Lab	1	
	ASTE 2430 Clutch and Differential	1	
<b>Passing score of SP2 safety program</b>	<b>ASTE 1490 Automotive Shop Management I</b>	<b>1</b>	
	<b>Total Credits Applied</b>	<b>9</b>	

\*If course is equivalent to part of the college/university course, fees for the equivalent credits will be waived

High School	Name	Signature	Date
High School Teacher	Stuart Soland		12/20/18
High School Administrator	Tonya Sconiers		12/20/18
LSC Faculty	Mitch Connor		12/10/18
Dean of Business and Industry	Hanna Erpestad		12/14/18
Vocational Program Coordinator ISD#709 Duluth Public Schools	Brad Vieths		12/21/18
Superintendent or District CFO	Catherine Erickson		1/3/19



## MINNESOTA STATE

ARTICULATION of Program of Study/Career  
Pathway Courses from Partner High School(s)

Lake Superior College  
AND  
ISD #709 DULUTH PUBLIC SCHOOLS

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This Agreement is entered into between ISD #709 Duluth Public Schools and Lake Superior College. This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

ISD #709 Duluth Public Schools offers Program of Study Career Pathway courses, and Lake Superior College has established course equivalencies, and will facilitate credit transfer for these courses as specified in the table below for the Automotive Service Technician Program. It is mutually agreed:

### Admission and Graduation Requirements

- A. Lake Superior College admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.
- B. Students must fulfill the graduation requirements at both institutions.
- C. Students must meet Lake Superior College admission requirements for the agreement to apply.

### Transfer of Credits

- A. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the uAchieve Degree Audit Report (DARS).

### Implementation and Review

- A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.
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- C. The student will notify the receiving institution of their intent to follow this agreement, and present proof of course completion requirements.
- D. Guidelines for developing a Career Pathway and Program of Study have been followed. Course syllabi for the high school curriculum have been reviewed by high school, Lake Superior College faculty and align with college curriculum content.
- E. The goal of this agreement is to provide for transfer or articulation of credits and to provide learners with a quality education that prepares them for successful integration into the workforce, create contributing members of society, and instill the need to be lifelong learners. In accomplishing this goal school districts, colleges and universities will comply with federal and state legislation and guidelines.

## **Terms and Conditions of Credit Transfer:**

Applicants accepted must fulfill the graduation requirements of Lake Superior College.

### Criteria for Earning Lake Superior College Credit

Students may earn up to a maximum of three college credits by successfully completing the certified high school program curriculum and passing appropriate industry skill standard exams when applicable.

Students who meet the following criteria are eligible to receive college or university credit for courses, as identified in the course equivalency table.

- Earn a course grade of “B” or 85 percent or better in each course being articulated for credit
- Enroll in Lake Superior College which is a party to this agreement.
- Enroll in the program specified in this agreement
- Provide an official high school transcript and other documentation required by the college or university

### Documentation of Lake Superior College Credit

1. If the student’s grade on each course grade was a “B” [or 85 percent] or better, a “P” grade will be recorded on a MnSCU Lake Superior College transcript indicating that credit is given.
2. Lake Superior College will clearly indicate whether the credit will count toward diploma/degree requirements or a general elective
3. Once credit is granted for prior learning by Lake Superior College, each system college and university shall evaluate credit for transfer according to policy 3.21 Undergraduate Course Credit Transfer.

### Life of the Credit

A student must provide documentation of successful completion of high school courses and requirements within three (3) years after successful completion of high school graduation for the student’s request for credit to be considered.

Other Requirements *(Please identify special requirements, as needed)*

### Lake Superior College-Level Assessment

### Lake Superior College-Level Grading

### Instructor Qualifications

#### High School Instructors

- High School instructors must be licensed as a K-12 teacher and qualified to teach in programs that contain the Program of Study/Career Pathway courses. If the Perkins funds are used, the high school instructor must be career and technical education certified.

#### Lake Superior College faculty

- Lake Superior College faculty must meet college teacher credentialing field qualifications <http://www.minnstate.edu/board/policy/332.html>

## COURSE ARTICULATION TABLE

	High School (sending)	College (receiving)
Institution	ISD #709 Duluth East	Lake Superior College
Program Name		Automotive Service Technician
Program Award		Diploma
Describe program admission requirements (if any)	High School Instructor's Syllabus approved by LSC Faculty	




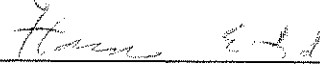

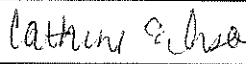
### Instructions

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- Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion.
- Show equivalent university-college courses on the same row to ensure accurate DARS encoding.
- Equiv/Sub/Wav column: If a course is to be encoded as equivalent, enter Equiv. If a course is to be accepted by the college or university as a "substitution" only for the purposes of this agreement, enter Sub. If a course requirement is waived by the receiving institution, enter Wav. (To add rows, place cursor outside of the end of a row and press enter.)
- Students must receiving a passing score on equivalent AYES tests to be awarded credit.

### Program of Study Courses and Equivalencies (if any)

Course	LSC Equivalent Course	Credits	E/S
Automotive Basics: Engine Repair and Brakes <b>and</b>	ASTE 1410 Air Conditioning	1	
Automotive: Engine Performance	ASTE 1500 Charging and Starting Systems	1	
	ASTE 2440 Suspension and Steering Repair	1	
	ASTE 1450 Engine Service	1	
<i>Automotive Basics: Transmission and Suspension <b>and</b></i>	<i>ASTE 1470 Basic Engine Drivability</i>	<i>1</i>	
<i>Automotive: Diagnostics &amp; Electrical</i>	<i>ASTE 2400 Suspension and Steering Repair</i>	<i>1</i>	
	<i>ASTE 2460 Transmission Lab</i>	<i>1</i>	
	<i>ASTE 2430 Clutch and Differential</i>	<i>1</i>	
<b>Passing score of SP2 safety program</b>	<b>ASTE 1490 Automotive Shop Management I</b>	<b>1</b>	
	<b>Total Credits Applied</b>	<b>9</b>	

\*If course is equivalent to part of the college/university course, fees for the equivalent credits will be waived

High School	Name	Signature	Date
High School Teacher	Stuart Soland		
High School Administrator	Danette Seboe		12/19/18
LSC Faculty	Mitch Connor		12/10/18
Dean of Business and Industry	Hanna Erpestad		12/14/18
Vocational Program Coordinator ISD#709 Duluth Public Schools	Brad Vieths		12/20/18
Superintendent or District CFO	Catherine Erickson		1/3/19



## MINNESOTA STATE

### ARTICULATION of Program of Study/Career Pathway Courses from Partner High School(s)

## Lake Superior College AND ISD #709 DULUTH PUBLIC SCHOOLS

\*The Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements and has delegated this authority to colleges and universities.

This Agreement is entered into between ISD #709 Duluth Public Schools and Lake Superior College. This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

ISD #709 Duluth Public Schools offers Program of Study Career Pathway courses, and Lake Superior College has established course equivalencies, and will facilitate credit transfer for these courses as specified in the table below for the Construction Technology Program. It is mutually agreed:

### Admission and Graduation Requirements

- A. Lake Superior College admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.
- B. Students must fulfill the graduation requirements at both institutions.
- C. Students must meet Lake Superior College admission requirements for the agreement to apply.

### Transfer of Credits

- A. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the uAchieve Degree Audit Report (DARS).

### Implementation and Review

- A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.
- B. This Course Agreement is effective on 08/15/2018 and shall remain in effect until the end date of 06/15/2019, unless terminated or amended by either party with 90 days prior written notice. This articulation agreement will be reviewed by both parties beginning 08/1/2019.
- C. The student will notify the receiving institution of their intent to follow this agreement, and present proof of course completion requirements.
- D. Guidelines for developing a Career Pathway and Program of Study have been followed. Course syllabi for the high school curriculum have been reviewed by high school, Lake Superior College faculty and align with college curriculum content.
- E. The goal of this agreement is to provide for transfer or articulation of credits and to provide learners with a quality education that prepares them for successful integration into the workforce, create contributing members of society, and instill the need to be lifelong learners. In accomplishing this goal school districts, colleges and universities will comply with federal and state legislation and guidelines.

## Terms and Conditions of Credit Transfer:

Applicants accepted must fulfill the graduation requirements of Lake Superior College.

### Criteria for Earning Lake Superior College Credit

Students may earn up to a maximum of three college credits by successfully completing the certified high school program curriculum and passing appropriate industry skill standard exams when applicable.

Students who meet the following criteria are eligible to receive college or university credit for courses, as identified in the course equivalency table.

- Earn a course grade of "B" or 85 percent or better in each course being articulated for credit
- Enroll in Lake Superior College which is a party to this agreement.
- Enroll in the program specified in this agreement
- Provide an official high school transcript and other documentation required by the college or university

### Documentation of Lake Superior College Credit

1. If the student's grade on each course grade was a "B" [or 85 percent] or better, a "P" grade will be recorded on a MnSCU Lake Superior College transcript indicating that credit is given.
2. Lake Superior College will clearly indicate whether the credit will count toward diploma/degree requirements or a general elective
3. Once credit is granted for prior learning by Lake Superior College, each system college and university shall evaluate credit for transfer according to policy 3.21 Undergraduate Course Credit Transfer.

### Life of the Credit

A student must provide documentation of successful completion of high school courses and requirements within three (3) years after successful completion of high school graduation for the student's request for credit to be considered.

Other Requirements *(Please identify special requirements, as needed)*

### Lake Superior College-Level Assessment

### Lake Superior College-Level Grading

### Instructor Qualifications

#### High School Instructors

- High School instructors must be licensed as a K-12 teacher and qualified to teach in programs that contain the Program of Study/Career Pathway courses. If the Perkins funds are used, the high school instructor must be career and technical education certified.

#### Lake Superior College faculty

- Lake Superior College faculty must meet college teacher credentialing field qualifications <http://www.minnstate.edu/board/policy/332.html>

## COURSE ARTICULATION TABLE

	High School (sending)	College (receiving)
Institution	ISD #709 Duluth Denfeld	Lake Superior College
Program Name		Carpentry
Program Award		Diploma
Describe program admission requirements (if any)	High School Instructor's Syllabus approved by LSC Faculty	

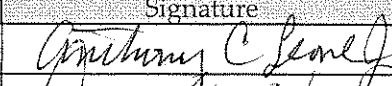
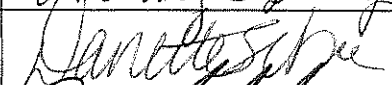
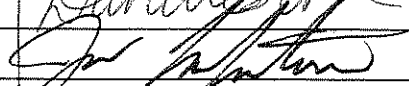
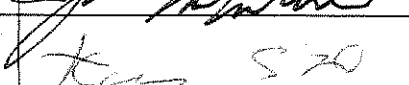
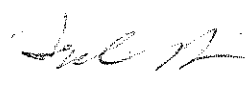
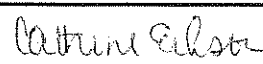
### Instructions

- List all courses that have equivalencies.
- Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion.
- Show equivalent university-college courses on the same row to ensure accurate DARS encoding.
- Equiv/Sub/Wav column: If a course is to be encoded as equivalent, enter Equiv. If a course is to be accepted by the college or university as a "substitution" only for the purposes of this agreement, enter Sub. If a course requirement is waived by the receiving institution, enter Wav. (To add rows, place cursor outside of the end of a row and press enter.)

### Program of Study Courses and Equivalencies (if any)

Course	LSC Equivalent Course	Credits	E/S
Construction Technology I OR II OR III	CARP 1412 Carpentry Framing Lab I	1	
	CARP1416 Roof Covering	1	
	CARP 1510 Carpentry Exterior Lab I	1	
	<b>Total Credits Applied</b>	<b>3</b>	

\*If course is equivalent to part of the college/university course, fees for the equivalent credits will be waived

High School	Name	Signature	Date
High School Teacher	Anthony Leone Jr.		12/21/18
High School Administrator	Danette Sebore Tonya Seoniers		12/19/18
LSC Faculty	John Calcaterra		12/18/18
Dean of Business and Industry	Hanna Erpestad		12/14/18
Vocational Program Coordinator ISD#709 Duluth Public Schools	Brad Vieths		12/20/18
Superintendent or District CFO	Catherine Erickson		1/8/19



## MINNESOTA STATE

ARTICULATION of Program of Study/Career  
Pathway Courses from Partner High School(s)

Lake Superior College  
AND  
ISD #709 DULUTH PUBLIC SCHOOLS

\*The Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements and has delegated this authority to colleges and universities.

This Agreement is entered into between ISD #709 Duluth Public Schools and Lake Superior College. This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

ISD #709 Duluth Public Schools offers Program of Study Career Pathway courses, and Lake Superior College has established course equivalencies, and will facilitate credit transfer for these courses as specified in the table below for the Allied Health Programs. It is mutually agreed:

### Admission and Graduation Requirements

- A. Lake Superior College admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.
- B. Students must fulfill the graduation requirements at both institutions.
- C. Students must meet Lake Superior College admission requirements for the agreement to apply.

### Transfer of Credits

- A. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the uAchieve Degree Audit Report (DARS).

### Implementation and Review

- A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.
- B. This Course Agreement is effective on 08/15/2018 and shall remain in effect until the end date of 06/15/2019, unless terminated or amended by either party with 90 days prior written notice. This articulation agreement will be reviewed by both parties beginning 08/1/2019.
- C. The student will notify the receiving institution of their intent to follow this agreement, and present proof of course completion requirements.
- D. Guidelines for developing a Career Pathway and Program of Study have been followed. Course syllabi for the high school curriculum have been reviewed by high school, Lake Superior College faculty and align with college curriculum content.
- E. The goal of this agreement is to provide for transfer or articulation of credits and to provide learners with a quality education that prepares them for successful integration into the workforce, create contributing members of society, and instill the need to be lifelong learners. In accomplishing this goal school districts, colleges and universities will comply with federal and state legislation and guidelines.

## **Terms and Conditions of Credit Transfer:**

Applicants accepted must fulfill the graduation requirements of Lake Superior College.

### Criteria for Earning Lake Superior College Credit

Students may earn up to a maximum of three college credits by successfully completing the certified high school program curriculum and passing appropriate industry skill standard exams when applicable.

Students who meet the following criteria are eligible to receive college or university credit for courses, as identified in the course equivalency table.

- Earn a course grade of "B" or 85 percent or better in each course being articulated for credit
- Enroll in Lake Superior College which is a party to this agreement.
- Enroll in the program specified in this agreement
- Provide an official high school transcript and other documentation required by the college or university

### Documentation of Lake Superior College Credit

1. If the student's grade on each course grade was a "B" [or 85 percent] or better, a "P" grade will be recorded on a MnSCU Lake Superior College transcript indicating that credit is given.
2. Lake Superior College will clearly indicate whether the credit will count toward diploma/degree requirements or a general elective
3. Once credit is granted for prior learning by Lake Superior College, each system college and university shall evaluate credit for transfer according to policy 3.21 Undergraduate Course Credit Transfer.

### Life of the Credit

A student must provide documentation of successful completion of high school courses and requirements within three (3) years after successful completion of high school graduation for the student's request for credit to be considered.

Other Requirements (*Please identify special requirements, as needed*)

### Lake Superior College-Level Assessment

### Lake Superior College-Level Grading

### Instructor Qualifications

#### High School Instructors

- High School instructors must be licensed as a K-12 teacher and qualified to teach in programs that contain the Program of Study/Career Pathway courses. If the Perkins funds are used, the high school instructor must be career and technical education certified.

#### Lake Superior College faculty

- Lake Superior College faculty must meet college teacher credentialing field qualifications <http://www.minnstate.edu/board/policy/332.html>

## COURSE ARTICULATION TABLE

	High School (sending)	College (receiving)
Institution	ISD #709 Duluth Denfeld	Lake Superior College
Program Name		Any Allied Health program that requires ALTH 1430
Program Award		
Describe program admission requirements (if any)	High School Instructor's Syllabus approved by LSC Faculty	

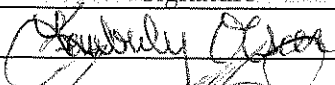

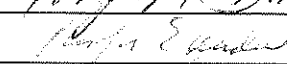


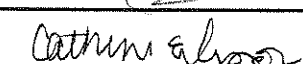
### Instructions

- List all courses that have equivalencies.
- Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion.
- Show equivalent university-college courses on the same row to ensure accurate DARS encoding.
- Equiv/Sub/Wav column: If a course is to be encoded as equivalent, enter Equiv. If a course is to be accepted by the college or university as a "substitution" only for the purposes of this agreement, enter Sub. If a course requirement is waived by the receiving institution, enter Wav. (To add rows, place cursor outside of the end of a row and press enter.)
- Students will receive only the highest level of credit by passing appropriate First Aid/ AED and BLS certification test.

### Program of Study Courses and Equivalencies (if any)

Course	LSC Equivalent Course	Credits	E/S
First Aid /BLS & EMR	ALTH 1430 First Aid & CPR/AED for Health Care Professionals	1	
<b>Total Credits Applied</b>		1	

\*If course is equivalent to part of the college/university course, fees for the equivalent credits will be waived

High School	Name	Signature	Date
High School Teacher	Kimberly Olson		1/17/19
High School Administrator	Tonya Sconiers		1/22/19
LSC Faculty	Roslyn Andrew		1/14/19
Dean of Allied Health and Nursing	Anna Sackett-Urness		1-14-19
Vocational Program Coordinator ISD#709 Duluth Public Schools	Brad Vieths		1/22/19
Superintendent or District CFO	Catherine Erickson		1-24-19

**MEMORANDUM OF UNDERSTANDING  
BETWEEN PROGRAM FOR AID TO VICTIMS OF SEXUAL ASSAULT (PAVSA),  
NORTH HOMES CHILDREN AND FAMILY SERVICES, DULUTH COMMUNITY SCHOOL COLLABORATIVE,  
AND DULUTH SCHOOL DISTRICT, ISD #709**

**I. BACKGROUND AND INTENT**

This Memorandum of Understanding is between PAVSA, a non-profit organization, North Homes Children and Family Services, a non-profit agency, the Duluth Community School Collaborative, a non-profit agency, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to define the relationships, benefits, and responsibilities of PAVSA, North Homes Children and Family Services, Duluth Community School Collaborative, and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to provide a quality, comprehensive education to each student by further supporting students' social-emotional and behavioral needs through community partners available on site at Lincoln Park Middle School;

WHEREAS the Duluth Community School Collaborative is a nonprofit agency composed of educators, parents/family members, and community members which applies the principles of a "Community Schools" model to program design: intentional partnerships with and mobilization of key organizations and individuals, clear outcomes and high expectations, embracing diversity, building upon the strengths of our community, and working in close partnership within schools to optimize learning and well-being among students, families, and the community;

WHEREAS Lincoln Park Middle School seeks to provide social-emotional curriculum focused on healthy relationships within its alternative to suspension program;

WHEREAS, PAVSA, desires to have staff available at Lincoln Park Middle School to provide information to students about healthy relationships;

WHEREAS, North Homes Children and Family Services desires to have advocates/practitioners available at Lincoln Park Middle School to provide information to students about healthy relationships;

**Therefore, PAVSA, North Homes Children and Family Services, Duluth Community School Collaborative, and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.**

**II. ROLES AND RESPONSIBILITIES**

**Roles of PAVSA, North Homes Children and Family Services, Duluth Community School Collaborative, and Duluth School District**

It is understood that PAVSA, North Homes Children and Family Services, the Duluth Community School Collaborative, and Duluth school district staff must work together as a team to effectively meet the needs of Duluth School District students, and all parties to communicate any pertinent information or concerns that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

**Role of PAVSA and North Homes Children and Family Services**

PAVSA/North Homes Children and Family Services will:

1. Meet with designated Lincoln Park Middle School staff to plan a system of service delivery within the alternative to suspension program.
2. Provide services on site at Lincoln Park Middle School within the alternative to suspension program
3. Employ and be responsible for its staff placed at Lincoln Park Middle School
4. Maintain appropriate professional liability insurance
5. Share student information with school staff as needed and with the consent of the student/responsible parent.
6. Conduct appropriate background checks to ensure that PAVSA/North Homes Children and Family Services are not legally restricted from performing the duties of their job in a school setting.
7. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

#### **Role of Duluth Community School Collaborative**

Duluth Community School Collaborative will:

1. Connect Lincoln Park Middle School Staff with PAVSA and North Home Children and Services staff to establish partnership.
2. Meet as needed with Lincoln Park Middle School, PAVSA, and North Homes Children and Family Services designated staff to review the working relationship in order to address any concerns and promote an active partnership.

#### **Role of Duluth School District/Lincoln Park Middle School**

Duluth School District/Lincoln Park Middle School will:

1. Meet with PAVSA and North Homes Children and Family Services staff to plan a system of service delivery.
2. Provide PAVSA and North Homes Children and Family Services staff with appropriate space.
3. Inform school staff of the services available through PAVSA and North Homes Children and Family Services.
4. Work in partnership with the alternative to suspension room staff at Lincoln Park Middle School.
5. Meet periodically with PAVSA and North Homes Children and Family Services designated staff to review the working relationship in order to address any concerns and promote an active partnership.

### **III. GENERAL TERMS**

**Terms.** This Memorandum of Understanding will begin effective the date of 12-19-18 and will remain in effect unless either party provides written notice of non-renewal three months before the annual termination date. Otherwise, this agreement may be terminated in accordance with the section on Termination below.

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

**Confidentiality.** PAVSA, North Homes Children and Family Services, the Duluth Community School Collaborative, and the Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. PAVSA, North Homes Children and Family Services, the Duluth Community School Collaborative, and the Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law.

Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, student releases will be secured before confidential student information is exchanged. Confidential student information will be handled with the utmost discretion and judgment.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent, ISD709

Signed: *Caroline Gibson* Date: 1-3-19  
Director of Business Services, ISD709

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
LPMS Representative

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Duluth Community School Collaborative Representative

Signed: *Jana Niemi* Date: 12-12-18  
PAVSA Representative

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
North Homes Children and Family Services Representative

# APPLICATION FOR PERMIT TO USE COMMON AREA

Form 138 ((Rev. 3-09))

Shopping Center  
Miller Hill Mall - 0732

Instructions: Please TYPE or PRINT all information.

Name of Individual / Organization <b>Duluth Public Schools</b>	Describe the nature of the activity <b>Duluth Public Schools Art Show - For use of the space in</b>
Street Address <b>215 N 1<sup>st</sup> Ave E</b>	<b>Barnes and Noble Court and for no other reason.</b>
City, State, Zip <b>Duluth MN 55802</b>	
Telephone No. <b>218-349-1140</b>	

DATE REQUESTED	TIME REQUESTED		NAME OF PERSON WHO WOULD BE IN CHARGE
4/22/19	From: <input checked="" type="checkbox"/> A.M. 12:00 <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. 11:59 <input checked="" type="checkbox"/> P.M.	Deb Hannu
4/28/19	From: <input checked="" type="checkbox"/> A.M. 12:00 <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. 6:00 <input checked="" type="checkbox"/> P.M.	
	From: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	

If use of special decorations, signs, displays, or devices is requested, explain

Will be bringing own display towers. Will allow for silent auction in conjunction with art show.

*(Please read carefully)*

Applicant agrees to defend, indemnify and hold the shopping center owners, managers and tenants harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Common Area or any other part of the Shopping Center by the Applicant, its members, partners, associates, agents, contractors and employees, and the Applicant releases and discharges the shopping center owners, managers and tenants from any and all liabilities, claims, and actions for any damages or injuries either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of any employee or agent of the shopping center owners, managers and tenants.

### ACKNOWLEDGEMENT

*(Please read carefully)*

The undersigned represents that he/she is the Applicant or an officer or other authorized agent of the Applicant and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Rules and Regulations Governing Use of the Common Area of the Shopping Center (see reverse side) and agrees that permission to use the Common Area is expressly conditioned upon Applicant's acceptance and continuing observation of the Rules and Regulations.

Name of person completing application <b>Deb Hannu</b>	Street Address (if different than above)	
Title (if any)	City, State, Zip	
Signature	Date	Phone No.

<p>The Individual/Organization named above has permission to use the designated portion of the Common Area during the hours and date(s), stated above subject to the Shopping Center's policies and to the Rules and Regulations stated on the reverse side.</p> <p><input type="checkbox"/> Please locate the exhibit, display, or equipment in the Mall Common Area as indicated on the attached map of the Mall.</p>	Authorized Signature <i>Catherine Erickson</i> <b>Catherine ERICKSON</b> <b>CFD</b>	Date <b>01/07/19</b>
	For:	

## RULES AND REGULATIONS GOVERNING THE USE OF SHOPPING CENTER COMMON AREA

- A. Users cannot conduct any activity within the Shopping Center without having first obtained a permit. A permit will be granted only for use of that area designated as Common Area.
- B. A User may apply for a permit to use the Common Area within the Shopping Center at the management office during the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. Application shall be in the form required by the shopping center management and subject to these rules and regulations and should be made no later than 30 days prior to the day requested by the User for use of the Common Area.
- C. In making a determination as to whether a permit to use the Common Area within the Shopping Center shall be issued, the following points will be considered: The nature of the activity; the dates, times and duration of the activity; the risk of injury to any person or property the risk of unreasonable interference with the primary commercial activities of Shopping Center. Applications will be considered on a first-come, first-served basis.
- D. Each User shall agree to comply with the following conditions and rules:
1. The activity shall be confined to a specific use of the Common Area as described on the Application and will be limited to dates and times specified on the Application and confined to the Common Area.
  2. Users shall at all times during its use of the Common Area provide sufficient supervision and maintain adequate control of its members, guests or invitees. Shopping center management, in its sole discretion, shall determine if any User is not appropriately dressed. Any User violating this paragraph may be asked to immediately leave the Shopping Center.
  3. In the event that there are any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on, Users shall be responsible for obtaining any necessary licenses, authorizations or permits. No unlawful activities shall be permitted in the use of the Common Area including but not limited to the use of alcoholic beverages or gambling.
  4. All Users using the Common Area assume liability for and shall indemnify and hold harmless the shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees), against and from any and all liabilities, obligations, losses, penalties, claims, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of any activity of the Users (including without limitation the activities of the User's members, officers, directors, employees, agents, contractors, servants within the Shopping Center). The shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees) shall not be liable to any User using the Common Area or any other person on or about the shopping center, the adjoining grounds and parking lot, by the User's consent, invitation or license, express or implied, for any loss, expense or damage, either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of the shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees).
  5. If the application is for any activity which may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs, or restoration in order to return any area of the Shopping Center to the condition existing immediately prior to the commencement of the activity, the shopping center management may, as a condition to granting a permit, require security for the performance of the Applicant's obligation as licensee under such permit and these rules and regulations. Such security shall be in a form satisfactory to the shopping center management and may be a cash deposit, a bond, insurance policy, or other adequate assurance of the applicant's performance. Where such determination is made and insurance is required, such insurance shall be in the minimum of a commercial general liability policy having limit of \$2,000,000.00 per occurrence with a \$2,000,000.00 aggregate, naming the shopping center owner, manager and Simon Property Group, Inc. as additional insured.
  6. Unless otherwise permitted by shopping center management the User shall not vend or peddle, or solicit orders for sale or distribution of merchandise, devices, services, periodicals, books, pamphlets, tickets or other material whatsoever. User shall not exhibit any sign, plaque or banner, notice or any other written material in or around the Shopping Center without prior written approval of shopping center management.
  7. The User shall not use any vehicle, motor, camera, lighting device or projector on the Common Area without prior approval of shopping center management. User shall not engage in any fighting or direct the use of any physical force, abusive or obscene language or threats toward any other person or engage in any other form of improper behavior such as the making of unreasonable noise or coarse or offensive utterances, gestures or displays which causes or is likely to cause significant public inconvenience, annoyance or alarm. In addition, the User shall not permit the emission of noise or odors or use any device or paraphernalia, which may constitute a nuisance such as loudspeakers, sound amplifiers, radios, televisions or phonographs without prior written approval by shopping center management. If use of vehicles is approved, evidence of auto liability in the amount of \$1,000,000.00 combined single limit must be provided.
  8. Any person or organization using the Common Area shall not engage in any conduct which might interfere with or impede the use of any other facilities of the Shopping Center by any customer, business invitee or employee, employer, or tenant or create a disturbance, attract attention or harass, annoy, disparage or be detrimental to any of the retail establishments of the Shopping Center. Management, in its sole discretion, shall determine whether such objectionable conduct has occurred.
  9. The Common Area shall be surrendered in the same condition as it was upon commencement of its use. All expenses incurred to maintain order and to keep the Common Area free from rubbish will be borne by the User.
  10. If the Management shall deem the use of the Common Area objectionable, at its sole discretion, it may, without any notice whatsoever, terminate the rights of the User to use the Common Area.
  11. At least 30 minutes before commencing their use, all users of the Common Area shall check in and notify the shopping center management that they are ready to proceed with the scheduled activity.
  12. The User shall not obstruct the free flow of pedestrian or vehicular traffic.
  13. Shopping center management may in its sole discretion permit or not permit any person or organization to use the common area or require a User to leave the common area and the shopping center without any liability whatsoever for any damages, claims, losses, actions, suits arising from such removal.



F.Y.	Cost Center	Obj. Code	Amount	Vendor#	P.O #



## MINNESOTA STATE

### FACILITIES USE AGREEMENT OFF-CAMPUS FACILITIES ONLY

THIS FACILITIES USE AGREEMENT is between **Independent School District #709** ("Licensor"), 215 N 1<sup>st</sup> Ave East, Duluth MN 55802-2069 ("Licensor") and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Lake Superior College, 2101 trinity Road, Duluth MN 55811** ("Minnesota State").

1. **PERMITTED USE.** Licensor agrees to allow Minnesota State use of the following (hereinafter defined as the "Space"):

**Location:** *Ordean – East Middle School, 2900 E. 4<sup>th</sup> St, Duluth MN 55812  
Gymnasium  
See Exhibit A for sketch/map identifying location*

**Date and Time:** *Dec. 7 & Dec. 14, 2018 4:30 – 9:30pm, Jan. 19<sup>th</sup>, 2019 11 am – 6:00 pm, & Feb. 20, 2019 4:00 – 9:30 pm*

**Description  
of Activity or Event:** *MCAC & NJCAA sanctioned collegiate basketball games for both men's and women's LSC Basketball teams.*

2. **FEE.** For its use of the Space, Minnesota State agrees to pay to Licensor a fee of *One thousand eight hundred forty five dollars 00/100 (\$1,845.00)* which shall be payable in arrears within thirty (30) days of Minnesota State's receipt of Licensor's invoice, in the amount of \$1,845.00, *Payment shall be made within 30 days of receipt of invoice. Prepayment by Minnesota State is prohibited by Minnesota Statute.*
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of *Dec. 6, 2018* or the date when the final required signature is obtained by Minnesota State, and shall remain in effect until March 30, 2019. This agreement may be canceled by either party at any time, for any reason, upon 30 (*thirty*) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.

Y/11

4. **AUTHORIZED REPRESENTATIVES.**

All notices, requests, and other communications between Licensor and Minnesota State that are required or that Licensor or Minnesota State elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

Minnesota State's authorized agent:  
Name/Title: Mike Seymour, VP of ASA  
Address: 2101 Trinity Road, Duluth, MN 55811  
Telephone: 218-733-7628

With a copy to: Minnesota State  
ATTN: Real Estate Services  
30 E. 7th Street, Suite 350  
St. Paul, MN 55101

Licensor's authorized agent:  
Name: Cathy Erickson, CFO  
Address: 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802  
Telephone: 218.336.8704

5. **MAINTENANCE OF SPACE.** Minnesota State agrees to maintain the Space in a reasonably clean and sanitary condition. Licensor shall provide the following:

- a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
- b. parking consisting of ISD709 parking lot outside of Ordean-East Middle School
- c. building security customarily provided by Licensor; Minnesota State may provide additional security at its own expense;
- d. janitorial services;
- e. any necessary keys or access codes;
- f. other: use of gymnasium, locker rooms, scoreboard, bleacher seating for basketball games, table and space for LSC provided gate attendant immediately outside of gymnasium entrance.

Licensor shall allow Minnesota State to place temporary signs directing students and other attendees to its event.

6. **BUILDING HOURS.** The building hours are 4:30 – 9:30 PM on weekdays and 11:00 – 6:00pm on Saturdays. Minnesota State may access the space during the specified hours.

7. **RULES AND REGULATIONS.** Minnesota State agrees to comply with the building rules and regulations during its use of the Space which are not inconsistent with this agreement, Minnesota State board policies and applicable laws.
8. **LIABILITY.** Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. The State's and Minnesota State's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
9. **INSURANCE.** Minnesota State maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. Minnesota State shall name Licensor as an additional insured upon request. Minnesota State shall maintain this coverage at its sole expense during its use of the Space. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit B**, attached hereto and made a part of this Facilities Use Agreement. Licensor shall maintain coverages at its sole expense during the term of this Agreement. Minnesota State and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. Minnesota State is self-insured for workers' compensation purposes, and any such insurance extends only to employees of Minnesota State, not to students.
10. **MINNESOTA DATA PRACTICES ACT.** Minnesota State and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, Minnesota State shall

have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.

15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **ENTIRE AGREEMENT.** This Agreement (including all exhibits, as shown below intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
- Agreement
  - **EXHIBIT A,** Facilities sketch/map identifying Location
  - **EXHIBIT B,** General Insurance Requirements
  - **EXHIBIT C,** Rules (if applicable)
  - **Any Subsequent amendments, addendum properly executed by the parties.**
17. **SPECIAL PROVISIONS.** [If none, write *NONE*]:

*SIGNATURE BLOCK IS ON NEXT PAGE*


**Signature Page for Facilities Use Agreement – Off-Campus Facilities Only**

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

**APPROVED:**

**1. LICENSOR: ISD 709, Duluth Public Schools**

Licensor certifies that the appropriate person(s) have executed the Agreement on behalf of Licensor as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)

Title CFO
Date 1-17-19

**2. Minnesota State: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College**

By (authorized signature)
Michael Seymour
Title VP of Academic & Student Affairs
Date

**3. AS TO ENCUMBRANCE:**

By (authorized signature)
Title
Date

**4. AS TO FORM AND EXECUTION:**

By (authorized signature)
Title
Date

**EXHIBIT A**

Facilities Sketch/Map Identifying Location (including suite or room numbers)

– See attached Facilities Agreement

6/11

Page 5

**Facilities Agreement**  
 Last Edited: 1/16/19 at 4:16pm

From: **Ordean E Community School**  
 2900 E 4th St  
 Phone: 218-336-8760 X1  
 Duluth, MN 55812

Contact/Billing Person: Kirsten Bowman  
 Address: 2101 Trinity Road, Duluth, MN 55811  
 Day Phone: (218) 733-6923 Email: kirsten.bowman@lsc.edu

**EVENT NAME: Lake Superior College Basketball Games**  
**To: Lake Superior College**

Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
<b>Fri 12/7/2018</b>	<b>Ordean East Middle School - Gym (Court B middle)</b>			
4:00pm - 5:30pm	Setup	1.50	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Lake Superior College Basketball Games	0.00	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Custodial Fee Mon-Sat	6.50	\$ 45.00	\$ 292.50
5:30pm - 10:30pm	Site Manager (M-Sat)	6.50	\$ 25.00	\$ 162.50
<b>Fri 12/14/2018</b>	<b>Ordean East Middle School - Gym (Court B middle)</b>			
4:00pm - 5:30pm	Setup	1.50	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Lake Superior College Basketball Games	0.00	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Custodial Fee Mon-Sat	6.50	\$ 45.00	\$ 292.50
5:30pm - 10:30pm	Site Manager (M-Sat)	6.50	\$ 25.00	\$ 162.50
<b>Sat 1/19/2019</b>	<b>Ordean East Middle School - Gym (Court B middle)</b>			
12:00pm - 6:00pm	Lake Superior College Basketball Games	0.00	\$ 0.00	\$ 0.00
12:00pm - 6:00pm	Custodial Fee Mon-Sat	6.00	\$ 45.00	\$ 270.00
12:00pm - 6:00pm	Site Manager (Sun-Holiday)	6.00	\$ 35.00	\$ 210.00
<b>Sat 2/16/2019</b>	<b><del>Ordean East Middle School - Gym (Court B middle)</del></b> Cancelled on 01/16/2019			
<del>11:00am - 12:00pm</del>	<del>Setup</del>	<del>1.00</del>	<del>\$ 0.00</del>	<del>\$ 0.00</del>
<del>12:00pm - 6:00pm</del>	<del>Lake Superior College Basketball Games</del>	<del>0.00</del>	<del>\$ 0.00</del>	<del>\$ 0.00</del>
<del>12:00pm - 6:00pm</del>	<del>Custodial Fee Mon-Sat</del>	<del>7.00</del>	<del>\$ 45.00</del>	<del>\$ 315.00</del>
<del>12:00pm - 6:00pm</del>	<del>Site Manager (M-Sat)</del>	<del>7.00</del>	<del>\$ 25.00</del>	<del>\$ 175.00</del>
<b>Wed 2/20/2019</b>	<b>Ordean East Middle School - Gym (Court B middle)</b>			
4:00pm - 5:30pm	Setup	1.50	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Lake Superior College Basketball Games	0.00	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Custodial Fee Mon-Sat	6.50	\$ 45.00	\$ 292.50

5:30pm - 10:30pm

Site Manager (M-Sat)

6.50

\$ 25.00

\$ 162.50

**Summary**

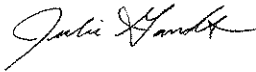
Facilities Rental:	\$ 0.00
Other Needs:	\$ 0.00
Extra Charges:	\$ 1845.00

<b>Estimated Total Charges:</b>	\$ 1845.00
<b>Balance Due:</b>	\$ 1845.00
<b>Total Amount Paid:</b>	\$ 0.00
<b>Remaining Balance Due:</b>	\$ 1845.00

**Other Conditions:**

Gym sound system is not available for use. Group will need to provide their own microphone.

The undersigned is the representative of Lake Superior College, the organization, group or person requesting use of the Woodland Middle School facilities as noted in this contract. I have the authority to legally bind this organization and hereby obligate the organization to provide liability insurance coverage in the amount of at least \$1,000,000 and to indemnify the school district and hold it harmless from any liability arising from our use of the school district property. Our organization will be responsible for any and all damages to the school district property arising from our use. The organization has familiarized itself with the Facilities Use Policy of the District and agrees to comply with all conditions of that policy. The organization accepts that the school district may have to preempt our scheduled use of district facilities in which case we understand the district will give as much advance notice as possible and that any money we have paid for use of the facilities will be refunded.




---

Signature  
Julie Gandt  
Ordean E Community School

Attachments:  
Summary of Policies and Regulations  
Insurance Certificate Letter

---

Signature  
Kirsten Bowman  
Lake Superior College

8/11

**EXHIBIT B**  
**GENERAL INSURANCE REQUIREMENTS**

1. Workers' Compensation Insurance

A. Statutory Compensation Coverage

B. Coverage B – Employers Liability with limits of not less than:

\$100,000 Bodily Injury by Disease per Employee

\$500,000 Bodily Injury by Disease Aggregate

\$100,000 Bodily Injury by Accident

2. General Liability Insurance

A. Minimum Limits of Liability:

\$2,000,000 – Per Occurrence

\$2,000,000 – Annual Aggregate

\$2,000,000 – Annual Aggregate applying to Products/Completed Operations

B. Coverages:

Premises and Operations Bodily Injury and Property Damage

Personal & Advertising Injury

Blanket Contractual

Products and Completed Operations

Other; if applicable, please list \_\_\_\_\_

State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- Licensor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensor's performance under this Agreement.
- Licensor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensor is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensor is self-insured, a Certification of Self-Insurance must be attached.
- Licensor's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- Licensor shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Licensor's policy limits to satisfy the full policy limits required by the Agreement.

a/11

**EXHIBIT C**  
**RULES AND REGULATIONS**

- See attached Summary of Policies and Regulations for Use of School Facilities

10/11

*Independent School District No. 709 - Duluth Public Schools*

## **Summary of Policies and Regulations for Use of School Facilities**

School facilities are an integral part of the community and may be used to promote school, civic, or social goals in accordance with policies and regulations. The requirements of the school program will receive priority in the assignment of school facilities. Charges for use of facilities and equipment shall be made in accordance with schedules established by the School Board.

- The School Board reserves the right to deny or cancel use of school facilities at any time. All rules, regulations and rates are subject to change as determined by the School Board.
- Final approval of unusual events, either in character or length of time, will be granted by the Superintendent or Director of Community Education.
- Permit holders must be responsible persons at least 18 years of age. Recreational leaders and instructors must be responsible and qualified individuals. No leader may place a substitute in charge of a group without securing approval from the building principal and/or the community education coordinator.
- Users of school facilities may be subject to rental fees as determined by the School Board and published in a separate fee schedule. Payment for use of building facilities should be made to Independent School District No.709, Central Administration Building, 215 North First Avenue East, Duluth, MN 55802.
- Responsibility and liability for injury to person or damage to school board property must be assumed by the organization or individual signing the application.
- No group, organization or individual may sublet use of the building/facility to any other group.
- All requests for special equipment or services shall be made when applying for a facility use permit.
- A permit may be cancelled by the building principal and/or the community education coordinator if warranted by conduct or infractions of rules.
- The custodian-engineer on duty will supervise the operation of the physical plant and will not be required to supervise groups or activities.
- Smoking is not permitted on school premises.
- Alcoholic beverages are not permitted on school premises.
- Gambling is not allowed on school property.

The school reserves the right to cancel all or a portion of the building use permit due to the following reasons:

- School events
- Poor weather
- Damage
- Lack of supervision
- Noncompliance with permit times
- Noncompliance with school district policy
- Noncompliance with associated fees (if any)
- When school or youth groups need the use of the facility

11/11

# Facilities Management & Capital Project Status Report

## January 2019

### Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 300 work orders, and are currently working on 475 open work orders.
- Facilities maintenance trade crews are currently scheduled at Piedmont Elementary.
- Continuing to work with Human Resources and Firemen and Oilers Union to review and update position descriptions.
- Through efforts with the City of Duluth / Comfort Systems Conservation Improvement Plan (CIP), we have received a rebate check for \$15,401.00 for conservation measures during construction at Rockridge, and a rebate check for retro-commissioning at OEMS in the amount of \$2000.00.
- Requested documents have been provided to MDE as related to the State Security Grant Program in which we were selected for specific projects at Denfeld and Rockridge.

### Capital Construction:

- The HOCHS audit kick off meeting has occurred and work is underway.
- Design efforts are ongoing with bid documents to be prepared shortly for the PSS Track Replacement project.
- The Denfeld stairwell ceiling project is being designed and will be completed with Kraus Anderson utilizing Gordian / ez/IQC.

### Building Operations

- Operations have hired an engineer and maintenance custodian at Lakewood Elementary School from within. In addition, a maintenance custodian has been hired from within at Myers-Wilkins Elementary School and a custodian has been hired at East High School from the outside. Currently Operations is working to fill a custodian position at East High School, a custodian position at Myers-Wilkins Elementary School, a custodian position at Ordean East Middle School, a fireperson position at Ordean, and lastly a fireperson position at Denfeld High School.

### Health, Safety & Environmental Management

#### Environmental/Health/Safety

- Radon testing for all schools is scheduled for March 3rd - March 7th.
- Slip/Trip/Fall audits were completed for Lester and Lowell Elementary schools.

#### Emergency Response Crisis Management

- ALICE training was held for the out of school time (OST) staff.

#### Workers' Compensation Activities

- OSHA Recordable Incidents for the month: 1
- First report of injuries: 22
- Annual OSHA
  - OSHA 300A Forms were electronically submitted and posted in each building per regulations
  - 2018 OSHA Recordable Incidents (Injuries beyond first aid)
    - 37 Recordable incidents
    - 869 Days away from work
    - 149 Days of restricted work



**City of Duluth**

DEPARTMENT OF PUBLIC WORKS & UTILITIES

Comfort Systems

PO Box 169001 • Duluth MN 55816

January 14, 2019

David Spooner  
215 North 1st Ave E  
Duluth, MN 55802  
david.spooner@isd709.org

Mr. Spooner:

Energy Insight Inc. has verified the installation and calculated potential energy savings for efficiency and conservation measures at Rockridge Elementary School, located at 4849 Ivanhoe Street, as indicated on the list enclosed with this letter. They qualify for a Duluth Public Works and Utilities Commercial and Industrial Energy Conservation Program 10% energy conservation grant of \$15,401.

These efficiency measures are projected to save 14,288 therms of natural gas, \$9,287 in natural gas fuel costs, and 168,313 lbs. of CO<sub>2</sub> emissions per year. These projects have an overall projected simple payback of 19 years.

A grant check for \$15,401 is enclosed with this letter.

If you have any questions about this grant, contact Eric Schlacks at 730-4060.

Jim Benning, P.E.  
Director  
Public Works & Utilities Department

CC: Eric Schlacks

**ISD 709 Duluth-Rockridge Elementary School**  
4849 Ivanhoe Street

1/11/2019

The School District remodeled the building installing a number of efficiency and conservation measures. These measures and their impacts on natural gas energy use are summarized in the table below.

Measure	Measure Cost	Annual Energy Saved	Annual Cost Saved*	Simple Payback Years	Grant Amount
Energy Efficient Boiler Lochinvar FBN2001	\$ 140,000.00	11,486	\$ 7,465.90	18.8	\$ 14,000.00
Energy Star rated Southbend SL GS/22SC gas ovens	\$ 1,886.00	224	\$ 145.60	13.0	\$ 188.60
Boiler room pipe insulation	\$ 1,840.00	260	\$ 169.00	10.9	\$ 184.00
Domestic hot water pipe insulation	\$ 10,290.00	1,103	\$ 716.95	14.4	\$ 1,029.00
Kitchen exhaust fan controls	\$ 2,705.00	87	\$ 56.55	47.8	\$ -
New back entrance door 1	\$ 1,896.00	111	\$ 72.15	26.3	\$ -
New back entrance door 2	\$ 2,653.00	155	\$ 100.75	26.3	\$ -
New double pane windows 2	\$ 1,632.00	95	\$ 61.75	26.4	\$ -
New door	\$ 6,950.00	405	\$ 263.25	26.4	\$ -
New door 2	\$ 1,610.00	94	\$ 61.10	26.4	\$ -
New door 3	\$ 1,782.00	104	\$ 67.60	26.4	\$ -
New door 4	\$ 2,818.00	164	\$ 106.60	26.4	\$ -
<b>Totals</b>	<b>\$ 176,062.00</b>	<b>14,288</b>	<b>\$ 9,287.20</b>	<b>19.0</b>	<b>\$ 15,401.60</b>

Note: \*Calculated Cost savings using \$0.60/Therm for NG  
\*\*Incremental cost

DATE	INVOICE NO.	DESCRIPTION	CHECK NO. 179573	NET AMOUNT
01/11/2019	198572	C&I CIP grant Rockridge School Grant-C&I CIP grant Rockridge Schoo		15,401.60

RECEIVED  
JAN 24 2019

ISD #709  
FACILITIES MGMT

**City of Duluth**  
411 West First Street  
Duluth, MN 55802

WELLS FARGO BANK MINNESOTA, N.A. 17-1  
DULUTH, MINNESOTA 910

DATE	AMOUNT
01/22/2019	\$15,401.60

Cash within 60 Days

CHECK NO.
179573

**PAY** Fifteen Thousand Four Hundred One and 60/100 Dollars

TO THE ORDER OF  
ISD 709  
Attn: David Spooner  
215 N 1st Ave E  
Duluth, MN 55802

Wayne Parson  
Counter signed by  
John Bailey

⑈ 179573⑈ ⑆091000019⑆ 0020020172⑈



**City of Duluth**  
 DEPARTMENT OF PUBLIC WORKS & UTILITIES  
 Comfort Systems  
 PO Box 169001 • Duluth MN 55816

RECEIVED  
 FEB 05 2019

I.S.D. #709  
 FACILITIES MGMT

January 30, 2019

David Spooner  
 Duluth Public Schools ISD709  
 215 North 1st Ave E  
 Duluth, MN 55802  
 david.spooner@isd709.org

Mr. Spooner:

The energy savings found by the recommissioning work on natural gas systems done at the Ordean East Middle School qualifies for a grant on the cost of the recommissioning work. To qualify for a grant: 1) it is assumed that 50% of the recommissioning cost is to identify natural gas operating improvements, and 2) there is a simple payback of 20 years or less from the energy savings found on the cost of the recommissioning.

School	Savings (Therms)	Simple Payback (Years)	Grant Amount
Ordean East Middle School	4,658	7.4	\$2,000

Enclosed with this letter is a check for the grant.

If you have any questions about this program, contact Eric Schlacks at 730-4060.

  
 \_\_\_\_\_  
 Jim Benning, P.E.  
 Director  
 Public Works & Utilities Department

CC: Eric Schlacks



City of Duluth

CHECK NO. 180034

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
01/29/2019	198583	CIP grant-recommissioning Ordean East Middle School Grant-CIP grant-recommissioning Ord	2,000.00

City of Duluth

411 West First Street  
Duluth, MN 55802

WELLS FARGO BANK MINNESOTA, N.A. 17-1  
DULUTH, MINNESOTA 910

DATE	AMOUNT
02/04/2019	\$2,000.00

Cash within 60 Days

CHECK NO.
180034

**PAY** Two Thousand and 00/100 Dollars

TO  
THE  
ORDER  
OF

ISD 709  
Attn: David Spooner  
215 N 1st Ave E  
Duluth, MN 55802

*Wayne Parson*  
Courtesy signed by:  
*[Signature]*  
*John Bailey*



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • [gregfollmer@gmail.com](mailto:gregfollmer@gmail.com)

January 30, 2019

William Gronseth  
Superintendent of Schools

David J. Spooner, C.P.E.  
Manger of Facilities

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

RE: Marketing Update  
800 E Central Entrance "Central High School Property"  
"Hartley Lots"

**Hartley Residential Lots**

- All marketing in place and active.
- Signage was installed 1/30/2019 and should generate activity.

**800 E. Central Entrance "Central High School Property"**

- Inquiries and continued follow up and discussions have been ongoing with several credible developers and potential purchasers.
- Attended event in late December in the Twin Cities with partner brokers and developers.
- Email blast to broker members on MNCAR.

I look forward to our upcoming meeting to discuss all of these details.

Respectfully,

Greg Follmer  
Broker

## ISD 709 Data Requests Received Information for School Board

- ISD 709 Policy 722-Public Data Requests is followed
- Data requests, however received, are forwarded to Business Services
- Data request is acknowledged
- All requests are tracked on a spreadsheet
- Every step in this process is tracked
  - When received, who's pulling data, communications, issues, etc
- Request for data is forwarded to appropriate department for retrieval
- Communications occur with requesting party
  - Status of request, timelines for completion, when clarifications needed
  - Discuss any fees, when data is ready
- Fees are collected before data is shared (when requesting party wants copies)
- Data is sent to requesting party
- Paper file stores all communications, etc. related to request
- Data requests are kept for three years (per records retention guidelines)

<b>2018 *</b>	<b>New</b>	<b>In Progress</b>	<b>Closed</b>
<b>Totals</b>	41	0	41

\*March - December 2018 (started tracking in March)

<b>2019</b>	<b>New</b>	<b>In Progress</b>	<b>Closed</b>
as of 01/31/2019	6	3	3

February 14, 2019

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 Independent School District No. 709 (the "District") for the year ended June 30, 2019. 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 District. 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 the District'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 the District'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. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual General Fund
3. Information about the District's Other Postemployment Health Care Plan
4. Information about the District's Net Pension Liability

We have also been engaged to report on supplementary information other than RSI that accompanies the District'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. Fiscal Compliance Table
4. Individual Fund Schedules

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 the District. 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 generally 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 the District'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 the District's major programs. The purpose of these procedures will be to express an opinion on the District'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 District. 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 District'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 District 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 District 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, 2019.

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 District intends to reproduce or publish these financial statements, or any portion thereof whether in paper or electronic form subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. The District 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 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 \$41,000. This fee includes testing of three major federal programs. There will be an additional fee of \$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.

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 the District 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.

Wipfli expressly reserves the right to replace, in its sole discretion upon notice to the District, any of our professional project team members, as necessary, to provide quality and timely service to the District. From time to time, and depending upon circumstances, personnel from affiliates of Wipfli and other Wipfli-related entities or any of their respective affiliates or from independent third-party service providers (including independent contractors) may participate in providing services related to our engagement hereunder. In addition, Wipfli may utilize cloud-based services in connection with the delivery of certain services. Solely for the purpose of rendering services hereunder, the District

acknowledges that we may share with these parties information obtained in the course of rendering our services. Wipfli remains committed to maintaining the confidentiality and security of the District's information, and accordingly, Wipfli maintains internal policies, procedures, and safeguards to protect the confidentiality of client information and, in addition, ensures that our agreements with all service providers appropriately maintain and protect the confidentiality of the District's information. Some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

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 District'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 District 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 designated by our firm. We will notify you of any such inquiries or requests and of our reply thereto.

Rob Ganschow, CPA, CFE will be your audit engagement partner. Michelle Swoboda, CPA will be your relationship executive.

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 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.

To the School Board  
Independent School District No. 709  
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February 14, 2019

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: \_\_\_\_\_

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