

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, July 16, 2019

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Guest Presentations - None**
2. **Financial Report**
 - A. Financial Report 5
 - B. Approval of Payment of Claims - Attached as an "extra"
 - C. Budget Revisions 15
 - D. Wire Transfers 18
 - E. Investment Transactions 20
 - F. APU Projections - Reports resume in October
 - G. Fundraisers 21
3. **Bids, R.F.P.s and Quotes Reports**
 - A. Bids - None
 - B. RFPs - None
 - C. Quotes - None
4. **Policies and Regulations**
 - A. New Policy 412 - Expense Reimbursement 22
 Attached is MSBA Model Policy 412 - Expense Reimbursement. This policy would replace current district policies 3135 - Mileage Reimbursement for Use of Private Vehicles and and 3136 - Travel In-District, In-State, and Out-of-State. First reading.

Recommendation: It is recommended that the Duluth School Board approve new policy 412 - first reading.
 - B. Delete Policy 3135 - Mileage Reimbursement for Use of Private Vehicles 24
 In moving to MSBA model policies, administration is recommending the deletion of policy 3135 which will be replaced with MSBA policy 412. First reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of policy 3135.
 - C. Delete Policy 3136 - Travel In-District, In-State, and Out-of-State 25
 In moving to MSBA model policies, administration is recommending the deletion of policy 3136 which will be replaced with MSBA policy 412. First reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of policy 3136 - first reading.

D. Update and Renumber Regulation 3136R - Expenses - Travel In-District, In-State, and Out-of-State 26

This regulation will be updated and renumbered to accompany new policy 412 - Expense Reimbursement

This is an informational item only.

5. Contracts, Change Orders, and Leases

A. Contracts

1) Commercial Insurance (Property, Liability, Auto, W/C) Policies and Premium Designation 31

Representatives from Marsh & McLennan Agency attended the July Business Committee meeting to present premium information, policy changes, coverage, etc. The attached document reflects approximate premium pricing (a few non-materials changes may occur).

Recommendation: It is recommended that the Duluth Public School Board approve the Workers Compensation, Property, Liability, Auto, Umbrella Insurance Policies and Premium Designation as discussed at the July Business Committee meeting with the understanding that there may be a few non-material changes. It is further recommended that the School Board authorize the Board Chair to sign the final documentation when all the changes have been added.

2) University of Minnesota Duluth (UMD) - College in the Schools (CITS) 32

Attached is a contract with UMD for CITS programming for the 2019-20 school year. It is estimated this agreement will cost an estimated \$56,000.00

Recommendation: It is recommended that the Duluth School Board approve this agreement with UMD for CITS programming for the 2019-20 school year.

3) **PLACEHOLDER - Other Contracts**

B. Change Orders

1) **PLACEHOLDER - Other Change Orders**

C. Leases

1) Hoglund Bus Company (Financing by Santander Bank, N.A.) 36

This lease is for two buses for a three year time span. The District will have the option to purchase these buses at the end of the lease for a minimal amount. The total three year cost for this lease is \$186,636.00.

Recommendation: It is recommended that the Duluth School Board approve this three year lease in the amount of \$186,636.00. It is further recommended that the School Board authorizes the

CFO/Executive Director of Business Services to sign and process all necessary supporting documents.

2) All-Lines Leasing for Hillyard Custodial Equipment 45

This three year zero percent interest lease-to-own agreement is for replacement of custodial equipment District-wide. The total cost of this three year lease is \$238,113.97. The District will have the option for full ownership of this equipment at the cost of a \$1.00 buyout at the end of the three year lease period.

Recommendation: It is recommended that the Duluth School Board approve this three year lease with All-Lines Leasing for Hillyard Custodial Equipment in the amount of \$238,113.97. It is further recommended that the School Board authorizes the CFO/Executive Director of Business Services to sign and process all necessary supporting documents.

3) Northwood Children's Services - Merritt Creek Academy 66

Attached is a lease from Northwood Children's Services for Merritt Creek Academy. This three year agreement will have an annual cost of \$103,805.00.

Recommendation: It is recommended that the Duluth School Board approve this three year lease with Northwood Children's Services with an annual cost of \$103,805.00.

4) PLACEHOLDER - Other Leases

6. Resolutions

A. B-7-19-3662 - Acceptance of Donations 75

Recommendation: It is recommended that the Duluth School Board approve Resolution 6-19-3662.

B. B-7-19-3663 - Authorized Bank Account Signer 77

Recommendation: It is recommended that the Duluth School Board approve Resolution 7-19-3663.

C. B-7-19-3664 - Approving Ten-Year Capital Facilities Plan - FY2021 Update 78

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-19-3664.

D. PLACEHOLDER - Other Resolutions

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

A. Expenditure Contracts 103

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

B. Extension or Renewal Contracts 158

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

C. <u>No Cost Contracts</u>	<u>179</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of June 2019.	
D. <u>Revenue Contracts</u>	<u>185</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of June 2019.	
E. <u>Change Orders Signed</u> - None	
F. <u>Facilities Management & Capital Project Status Report</u>	<u>198</u>
G. <u>Property Sale Updates</u>	<u>200</u>
H. <u>Annual Grants and Donations Summary</u>	<u>201</u>
8. <u>Future Items</u>	
A. Bus Fleet Update (August 2019)	
B. Homecroft Field Update (August 2019)	
C. School Board Election Resolution for Election Judges (September 2019)	
D. School Board Election Resolution for Polling Places (September 2019)	
E. Policy Updates	

Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 05/31/19

	Total	General Fund 1	Food Service 2	Transportation 3	Community Education 4	Operating Capital 5	Construction 6	Debt Service 7	Trust & Agency 8 & 9	Dental 20	Student Activities 71 & 79
Cash and investments 4/30/2019	\$ 15,762,665	\$ 9,469,975	\$ 874,505	\$ (4,092,125)	\$ 2,856,348	\$ 2,090,190	\$ 201,580	\$ 1,856,276	\$ 810,065	\$ 482,302	\$ 1,213,549
Receivables (increase)/decrease -	9,013,305	9,015,692	8,537	4,405	(15,095)	(204)	-	-	-	(31)	-
Payables increase/(decrease) -	301,057	(7,237)	39,839	87,203	92,888	74,123	14,241	-	-	-	-
Revenues increase/(decrease) -	9,859,047	7,872,669	666,878	376,421	256,470	119,996	-	-	-	78,410	488,202
Expenditures (increase)/decrease -	(12,522,489)	(9,718,498)	(434,224)	(515,411)	(793,540)	(252,584)	(14,241)	(450)	(177,630)	(65,532)	(550,378)
Cash and investments 5/31/2019	\$ 22,413,584	\$ 16,632,601	\$ 1,155,534	\$ (4,139,506)	\$ 2,397,070	\$ 2,031,521	\$ 201,580	\$ 1,855,826	\$ 632,435	\$ 495,149	\$ 1,151,373

		General Fund May-19			Percent of year	91.67%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy		\$ 4,588,234	\$ 12,802,626	\$ 12,780,894	\$ 8,192,660	64%
State aids		66,576,200	71,873,563	70,185,350	3,609,150	5%
Special ED (fin 740)		12,882,060	13,737,860	13,496,247	614,187	5%
Federal		3,545,786	5,623,431	6,075,308	2,529,522	42%
Other		388,241	-	300,000	(88,241)	
Other Local		2,273,258	2,949,850	3,122,924	849,666	27%
Student Activities		1,263,271	1,496,993	1,496,993	233,722	16%
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Total Revenue		\$ 91,517,050	\$ 108,484,323	\$ 107,457,716	\$ 15,940,666	15%
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Expenditures						
010-050 Administration		\$ 4,205,432	\$ 4,885,552	\$ 5,266,963	\$ 1,061,531	20%
105-110 District Support Services		5,121,945	4,049,994	5,405,077	283,132	5%
200-298 Elem & Secondary Reg		33,551,068	42,493,820	42,787,628	9,236,560	22%
300-380 Vocational Education		1,279,832	1,701,341	1,737,290	457,458	26%
400-422 Special Education		18,896,846	23,158,015	22,414,304	3,517,458	16%
505-590 Community Education						
605-640 Instructional Support		3,335,112	3,890,733	4,018,763	683,651	17%
710-770 Pupil Support		7,557,786	8,047,695	8,006,430	448,644	6%
805-865 Sites and Buildings		10,726,317	15,160,113	13,131,601	2,405,284	18%
910-940 Fiscal & Other Fixed		(299,020)	3,480,000	3,260,000	3,559,020	109%
Student Activities		1,199,071	1,496,993	1,496,993	297,922	20%
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Total Expenditures		\$ 85,574,389	\$ 108,364,256	\$ 107,525,049	\$ 21,950,660	20%
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Excess Rev Over (Under)		\$ 5,942,661	\$ 120,067	\$ (67,333)	\$ (6,009,994)	

		Percent of year			91.67%	
		General Fund Unrestricted				
		May-19				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	3,517,762	\$ 9,519,071	\$ 9,497,339	\$ 5,979,577	63%
State aids		64,971,377	61,109,019	59,243,328	(5,728,049)	-10%
Special ED (fin 740)		12,882,060	13,737,860	13,496,247	614,187	5%
Federal		-	-	-	-	
Other		388,241	-	300,000	(88,241)	
Other Local		1,312,255	2,095,153	2,212,082	899,827	41%
Student Activities		1,263,271	1,496,993	1,496,993	233,722	16%
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Total Revenue	\$	84,334,966	\$ 87,958,096	\$ 86,245,989	\$ 1,911,023	2%
Expenditures						
010-050 Administration	\$	4,205,432	\$ 4,885,552	\$ 5,266,963	\$ 1,061,531	20%
105-110 District Support Services		5,077,257	3,899,994	5,265,381	188,124	4%
200-298 Elem & Secondary Reg		24,403,828	30,362,497	30,061,221	5,657,393	19%
300-380 Vocational Education		1,174,981	1,569,790	1,584,944	409,963	26%
400-422 Special Education		16,645,932	20,296,764	19,576,287	2,930,355	15%
505-590 Community Education						
605-640 Instructional Support		1,513,857	1,446,097	1,480,941	(32,916)	-2%
710-770 Pupil Support		7,133,895	8,047,695	7,873,160	739,265	9%
805-865 Sites and Buildings		9,101,976	12,352,647	10,319,135	1,217,159	12%
910-940 Fiscal & Other Fixed		(299,020)	3,260,000	3,260,000	3,559,020	109%
Student Activities		1,199,071	1,496,993	1,496,993	297,922	20%
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Total Expenditures	\$	70,157,209	\$ 87,618,029	\$ 86,185,025	\$ 16,027,816	19%
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Excess Rev Over (Under)	\$	14,177,757	\$ 340,067	\$ 60,964	\$ (14,116,793)	

		Percent of year			91.67%
		General Fund Restricted			
		May-19			
	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
Revenues					
Levy	\$ 1,070,472	\$ 3,283,555	\$ 3,283,555	\$ 2,213,083	67%
State aids	1,604,823	10,764,544	10,942,022	9,337,199	85%
Special ED (fin 740)	-	-	-	-	
Federal	3,545,786	5,623,431	6,075,308	2,529,522	42%
Other	-	-	-	-	
Other Local	961,003	854,697	910,842	(50,161)	-6%
Student Activities	-	-	-	-	
Total Revenue	\$ 7,182,084	\$ 20,526,227	\$ 21,211,727	\$ 14,029,643	66%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	44,688	150,000	139,696	95,008	68%
200-298 Elem & Secondary Reg	9,147,240	12,131,323	12,726,407	3,579,167	28%
300-380 Vocational Education	104,851	131,551	152,346	47,495	31%
400-422 Special Education	2,250,914	2,861,251	2,838,017	587,103	21%
505-590 Community Education					
605-640 Instructional Support	1,821,255	2,444,636	2,537,822	716,567	28%
710-770 Pupil Support	423,891	-	133,270	(290,621)	
805-865 Sites and Buildings	1,624,341	2,807,466	2,812,466	1,188,125	42%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
Total Expenditures	\$ 15,417,180	\$ 20,526,227	\$ 21,340,024	\$ 5,922,844	28%
Excess Rev Over (Under)	\$ (8,235,096)	\$ -	\$ (128,297)	\$ 8,106,799	

		Percent of year			91.67%	
		Food Service Fund				
		May-19				
		FY19	FY 19 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
Revenues						
Levy	\$	-	\$	-	\$	-
State aids		188,711		220,000		220,000
Special ED (fin 740)		-		-		-
Federal		1,956,684		2,617,000		2,633,320
Other		1,278,721		6,000		1,259,500
Other Local		12,118		-		6,000
Student Activities		-		-		-
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Total Revenue	\$	3,436,234	\$	2,843,000	\$	4,118,820
					\$	682,586
						17%
<hr/>						
Expenditures						
010-050 Administration	\$	-	\$	-	\$	-
105-110 District Support Services		-		-		-
200-298 Elem & Secondary Reg		-		-		-
300-380 Vocational Education		-		-		-
400-422 Special Education		-		-		-
505-590 Community Education		-		-		-
605-640 Instructional Support		-		-		-
710-770 Pupil Support		3,442,886		4,182,661		4,258,981
805-865 Sites and Buildings		-		-		-
910-940 Fiscal & Other Fixed		-		-		-
Student Activities		-		-		-
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Total Expenditures	\$	3,442,886	\$	4,182,661	\$	4,258,981
					\$	816,095
						19%
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Excess Rev Over (Under)	\$	(6,652)	\$	(1,339,661)	\$	(140,161)
					\$	(133,509)

Percent of year **91.67%**

**Community Service Fund
May-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ 388,235	\$ 972,505	\$ 972,505	\$ 584,270	60%
State aids	2,281,078	2,548,536	2,556,176	275,098	11%
Special ED (fin 740)	-	-	-	-	
Federal	1,408,653	2,093,958	2,048,620	639,967	31%
Other	-	-	-	-	
Other Local	2,027,493	1,787,700	1,792,700	(234,793)	-13%
Student Activities	-	-	-	-	
Total Revenue	\$ 6,105,459	\$ 7,402,699	\$ 7,370,001	\$ 1,264,542	17%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	6,203,921	7,674,184	7,654,986	1,451,065	19%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 6,203,921	\$ 7,674,184	\$ 7,654,986	\$ 1,451,065	19%
Excess Rev Over (Under)	\$ (98,462)	\$ (271,485)	\$ (284,985)	\$ (186,523)	

Percent of year **91.67%**

**Capital Projects Fund
May-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	10,667	-	-	(10,667)	
Student Activities	-	-	-	-	
Total Revenue	\$ 10,667	\$ -	\$ -	\$ (10,667)	
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	507,447	-	642,690	135,243	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 507,447	\$ -	\$ 642,690	\$ 135,243	
Excess Rev Over (Under)	\$ (496,780)	\$ -	\$ (642,690)	\$ (145,910)	

		Percent of year			91.67%	
		Debt Service Fund				
		May-19				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	6,788,233	\$ 18,274,130	\$ 18,274,130	\$ 11,485,897	63%
State aids		2,218,367	2,198,818	2,198,818	(19,549)	-1%
Special ED (fin 740)		-	-	-	-	
Federal		835,743	833,957	833,957	(1,786)	0%
Other		-	-	-	-	
Other Local		587,997	1,000,000	1,000,000	412,003	41%
Student Activities		-	-	-	-	
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Total Revenue	\$	10,430,340	\$ 22,306,905	\$ 22,306,905	\$ 11,876,565	53%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		101,948,862	105,560,113	105,560,113	3,611,251	3%
Student Activities		-	-	-	-	
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Total Expenditures	\$	101,948,862	\$ 105,560,113	\$ 105,560,113	\$ 3,611,251	3%
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Excess Rev Over (Under)	\$	(91,518,522)	\$ (83,253,208)	\$ (83,253,208)	\$ 8,265,314	

		Trust Fund May-19			Percent of year	91.67%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
	Levy	\$ -	\$ -	\$ -	\$ -	
	State aids	-	-	-	-	
	Special ED (fin 740)	-	-	-	-	
	Federal	-	-	-	-	
	Other	-	-	-	-	
	Other Local	21,309	262,450	262,450	241,141	92%
	Student Activities	-	-	-	-	
	Total Revenue	\$ 21,309	\$ 262,450	\$ 262,450	\$ 241,141	92%
Expenditures						
	010-050 Administration	\$ -	\$ -	\$ -	\$ -	
	105-110 District Support Services	-	-	-	-	
	200-298 Elem & Secondary Reg	1,421,043	1,421,043	1,421,043	-	0%
	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	-	-	-	-	
	Total Expenditures	\$ 1,421,043	\$ 1,421,043	\$ 1,421,043	\$ -	0%
	Excess Rev Over (Under)	\$ (1,399,734)	\$ (1,158,593)	\$ (1,158,593)	\$ 241,141	

Percent of year **91.67%**

**Dental Internal Service Fund
May-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	904,471	840,000	840,000	(64,471)	-8%
Student Activities	-	-	-	-	
Total Revenue	\$ 904,471	\$ 840,000	\$ 840,000	\$ (64,471)	-8%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	487,102	819,000	819,000	331,898	41%
Total Expenditures	\$ 487,102	\$ 819,000	\$ 819,000	\$ 331,898	41%
Excess Rev Over (Under)	\$ 417,369	\$ 21,000	\$ 21,000	\$ (396,369)	

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 05/31/2019

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
05/03/2019	V109781	AFSCME MN COUNCIL 5 EFT	11,620.98
05/03/2019	V79764	DULUTH FEDERATION OF TEA	34,588.62
05/03/2019	V106637	EBC - FLEX EFT	9,519.55
05/03/2019	V106636	EBC - TSA EFT	60,534.61
05/03/2019	V79771	EDUCATION MN CLERICAL EFT	898.85
05/03/2019	V110013	EDUCATION MN INTEGRATION EFT	89.82
05/03/2019	V102915	FEDERAL 941 PR TAXES	544,572.52
05/03/2019	V107231	HARBOR POINTE CREDIT UNION	6,316.00
05/03/2019	V108066	MG TRUST	135,976.25
05/03/2019	V05173	MN CHILD SUPPORT EFT	1,517.27
05/03/2019	V108320	MN DEPT OF REVENUE EFT	1,248.15
05/03/2019	V102916	MN STATE PR TAXES	95,005.89
05/03/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	83,833.54
05/03/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	272,937.12
05/03/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,558,604.88
05/17/2019	V79764	DULUTH FEDERATION OF TEA	34,426.11
05/17/2019	V106637	EBC - FLEX EFT	9,519.55
05/17/2019	V106636	EBC - TSA EFT	60,969.30
05/17/2019	V79771	EDUCATION MN CLERICAL EFT	898.85
05/17/2019	V102915	FEDERAL 941 PR TAXES	593,212.24
05/17/2019	V107231	HARBOR POINTE CREDIT UNION	6,316.00
05/17/2019	V108066	MG TRUST	134,948.45
05/17/2019	V05173	MN CHILD SUPPORT EFT	1,517.27
05/17/2019	V108320	MN DEPT OF REVENUE EFT	280.20
05/17/2019	V102916	MN STATE PR TAXES	104,180.40
05/17/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	104,019.64
05/17/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	280,357.56
05/17/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,724,956.25
05/28/2019	V06645	MEDICA HEALTH PLAN (EFT)	167,090.50
05/28/2019	V106638	PEIP - HLTH EFT	1,390,281.78
05/28/2019	V80030	DELTA DENTAL PLAN OF MN(EFT)	65,532.31
05/28/2019	V104923	HARRIS BANK	25,768.63
05/28/2019	V05246	MN UI FUND EFT	13,323.91
05/31/2019	V106466	CITISTREET FOR MSRS	969.41
05/31/2019	V79764	DULUTH FEDERATION OF TEA	34,426.11
05/31/2019	V106636	EBC - TSA EFT	4,481.97
05/31/2019	V79771	EDUCATION MN CLERICAL EFT	898.85
05/31/2019	V102915	FEDERAL 941 PR TAXES	633,048.40
05/31/2019	V108066	MG TRUST	4,083.38
05/31/2019	V05173	MN CHILD SUPPORT EFT	1,517.27
05/31/2019	V108320	MN DEPT OF REVENUE EFT	399.69
05/31/2019	V102916	MN STATE PR TAXES	114,761.46
05/31/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	97,954.52
05/31/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	280,926.82

**ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 05/31/2019**

CHECK DATE
05/31/2019

VENDOR ID
V79704

DESCRIPTION
U S BANK - PY DIRECT DEPOSIT

MSDLFA
1,856,489.39
10,564,820.27

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

Beginning Investment Balance (April 30, 2019) \$ 4,562,623.33

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>		
5/24/2019	MN Trust Term Series	MNT	6/25/2019	2.36%	\$	6,000,000.00
5/24/2019	Iberiabank Lafayette FA	MBS	8/23/2019	2.35%	\$	248,000.00
5/29/2019	New York CMTY Bank New York	MBS	8/26/2019	2.35%	\$	248,000.00
5/30/2019	BankUnited Nat'l Assoc Florida	MBS	8/30/2019	2.40%	\$	248,000.00

Total Purchases \$ 6,744,000.00

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>		
5/24/2019	MN Trust Term Series	MNT	5/24/2019	2.41%	\$	2,000,000.00
5/31/2019	UBS Bk USA Salt Lake City UT	MBS	5/31/2019	1.20%	\$	249,325.00

Total Maturities \$ 2,249,325.00

Other items:

Add:	Money Market Funds Interest				\$	125.36
	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 \$ 125.36

Ending Investment Balance (May 31, 2019) \$ 9,057,423.69

Note: Ending Investment Balance as of May 31, 2018 was \$7,107,803.07

412 EXPENSE REIMBURSEMENT

~~*[Note: School districts are required by statute to have a policy addressing these issues.]*~~

I. PURPOSE

The purpose of this policy is to identify school district business expenses **and how they are either prepaid by the District or reimbursed to the employee.** ~~*that involve initial payment by an employee and qualify for reimbursement from the school district, and to specify the manner by which the employee seeks reimbursement.*~~

II. AUTHORIZATION

All school district business expenses to be **prepaid or** reimbursed must be approved by the supervising administrator. Such expenses ~~*to be reimbursed*~~ may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district business-related expenses.

III. PREPAYMENT

A. Requests for prepayment of expenses must be on the official school district form and are submitted to the designated administrator for review and approval. Supporting documentation must also be attached.

IV. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, **meals, parking** and other reasonable and necessary expenses must be attached to the reimbursement form.

B. Automobile travel shall be reimbursed at the mileage rate set by the **Internal Revenue Service school board**. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

V. AIRLINE TRAVEL CREDIT

A. Employees utilizing school district funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of the school district rather than the employee.

1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.

2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not

be made until such documentation is provided.

- B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.
- C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

VI. MONITORING

The Finance Department will monitor reimbursement for adherence to applicable policies before reimbursement are made.

VII. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 15.435 (Airline Travel Credit)
 Minn. Stat. § 471.665 (Mileage Allowances)
 Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
 Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)
 Minn. Op. Atty. Gen. 161B-12 (Jan. 24, 1989) (Operating Expenses of Car)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members).

New Policy
 Replacing: 3135, 3136
 First Reading: 07-16-2019
 Adopted:

~~3135—MILEAGE REIMBURSEMENT FOR USE OF PRIVATE VEHICLES~~

The School Board recognizes the need for some school employees to use their own vehicles for school purposes regularly or occasionally. Personnel who incur expenses for official travel shall be reimbursed in accordance with the following guidelines at the official rate of reimbursement as periodically determined by the School Board.

General

1. All mileage claims must be logged on the School District's mileage log form.
2. Only those mileage claims submitted for reimbursement within sixty (60) days after they are incurred will be reimbursed.
3. No allowance will be made for mileage between an employee's residence and his/her work place for the first report to work and the first return home in any regular work day. A maximum of forty (40) miles, round trip, will be allowed from an employee's residence to a destination within the School District.
4. All reimbursement claims must be submitted on an expense voucher accompanied by a copy of the log covering the period for which the claim is made. The log must be complete with sufficient information included so that it is easily understandable. Logs will be returned to originator whenever information is incomplete.
5. On trips from school location to school location, mileage claimed may be based on actual odometer readings (not trip counter readings). If the actual odometer readings are not provided, the District's mileage chart must be used.
6. No claims for reimbursement shall be paid unless the claimant provides evidence of maintaining adequate insurance coverage.

Specific

Mileage may be claimed when the employee:

1. Performs visits to pupil residence for parent/guardian consultation.
2. Attends meetings called by the administration.
3. Performs work at a second location in any one work day.
4. Returns a sick student to the student's residence.
5. Attends evening events such as P.T.A. meetings, citizen committee meetings, School Board or School Board Committee meetings, but only if the employee is officially asked to be present or has an official duty to perform.
6. Attends in an official capacity (e.g., coach, assistant coach, assigned administrator) an extra- or co-curricular event.
7. Responds to emergency situations during normal non-work hours.
8. Is required to visit various agencies, business establishments, banks, and other related areas for business or instructional reasons.

Approved: ~~09-09-1980 ISD 709~~

Revised: ~~04-25-1995~~

~~06-20-1995~~

~~11-21-2000 ISD 709~~

~~3136 TRAVEL IN DISTRICT, IN STATE, AND OUT OF STATE~~

~~The School Board encourages the employees of the School District to acquire skills through the attendance at seminars and workshops. Further, the School Board realizes the necessity of in-district, in-state, and out-of-state travel in order to maintain and improve the operation of the School District as well as acquiring skills for improving the system.~~

~~The expenses associated with the above items, which include travel, lodging, meals, parking, and registration, are to be controlled by the immediate supervisor responsible for the budget of the function where the expenses are charged. All expenses must also comply with all applicable laws and policies of the School District. The supervisor must submit the appropriate forms with in the regulations set by the administration with copies forwarded to the Superintendent or designee. These expenses must be within the budgets established by the School Board and monitored by the Superintendent or designee.~~

~~The internal and contracted auditors will monitor and report findings of exceptions to the policy to the School Board on a periodic basis. In the case of the Superintendent and the School Board, the School Board Treasurer will be responsible for approving the expenses. The Superintendent will be responsible for approving the expenses of the administrators who report to him/her.~~

~~Approved: 01-18-1994 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

412R – EXPENSE REIMBURSEMENT

~~3136 – EXPENSES – TRAVEL IN DISTRICT, IN STATE, AND OUT OF STATE~~

All employees must complete the appropriate forms, ~~including a Professional Leave Request Form~~, when claiming and applying for expenses under Policy ~~3136 412~~.

- **Preapproval for Professional Leave and/or Travel**
- **Reimbursement for Actual Travel Expenses (accompanied by Preapproval when submitting for reimbursement)**
- **Invoice/Reimbursement Form (when requesting for reimbursements for things like in-district mileage,**

All travel including in and out of town workshops and seminars must be approved in advance by the appropriate supervisor. The pre-approval form must be evidenced attached to on a Professional Leave Request Form, if applicable.

All travel must be within the budgets established by the School Board. Travel costs shall be incurred in such a manner that actual dollar costs and employee time are minimized.

Effective July 1, 201~~59~~, meal reimbursements are limited to the per diem rate of up to fifty dollars (\$50) per day. **See graph on next page for breakdown by meal.**

All reimbursement requests must be claimed within a reasonable period of time. All requests must be submitted within 60 days after they were paid or were incurred to be reimbursed by the District.

Any excess advances must be returned to the District within 30 days after the date the expense was paid or incurred.

OUT-OF-STATE TRAVEL

All out-of-state travel must be germane to the School District's mission and approved by the Superintendent or designee. Out-of-state travel must be approved by the Superintendent or designee at least two weeks in advance **unless air travel is needed, then a minimum of three weeks' notice is needed**, unless some sort of an approvable emergency arises.

All arrangements for air travel must be coordinated by the Business Services' **Secretary designee**. **A minimum of a 21-day advance purchase is required for all air travel**. Only coach travel is permissible unless the difference between first class and coach fare is (1) pre-paid by the employee, Board member or community member, (2) is required by law, or (3) is less costly than a 21-day advance coach fare.

According to Minnesota State Statute 15.435 "Whenever public funds are used to pay for airline travel by an elected official or public employee, any credits or other benefits issued by any airline must accrue to the benefit of the public body providing the funding". Therefore, all air travel rewards/credits shall be credited to an account set up for the individual through the District. All District related travel credits must be credited to the individuals District account, and once a reward is earned the reward can be used for District related travel only.

TRAVEL EXPENSES/REIMBURSEMENT

Reimbursement rates for travel shall be within Board adopted or amended budget guidelines and travel shall be at the most reasonable rate. Registration fees and banquet events shall be at actual costs. All costs must be reasonable and necessary. If a conference or seminar has an agenda, a copy of that agenda is to be attached to the Reimbursement Request.

Reimbursements for meals are limited to the following amounts:

MEAL LIMITATIONS (EFFECTIVE JULY 1, 2015~~9~~)

	<u>Per Diem Rate</u> <u>Per Meal Rate</u>
Breakfast up to	\$7.00 \$10.00
Lunch up to	\$10.00 \$14.00
Dinner up to	\$21.00 \$23.00
<u>Full day per diem</u>	\$38.00 \$47.00 per day

Receipts are not needed when the full day per diem rate is claimed.

If the workshop, conference, seminar, etc. has meals included in the cost of registration, the full day per diem may not be claimed, only the meals which must be purchased. A copy of the agenda must be included with reimbursement requests.

When claiming individual meals:

1. **Breakfast:** An employee may not claim reimbursement for breakfast unless the employee was required to leave home before 6:00 a.m. or to be away from home overnight.
2. **Lunch:** An employee may not claim reimbursement for lunch unless the employee has traveled more than thirty-five (35) miles from the employee's regular or temporary workstation.
3. **Dinner:** An employee may not claim reimbursement for dinner unless the employee was still in a travel status after 7:00 p.m. or away from home overnight.
4. If an employee is claiming reimbursement for a meal, the employee must indicate the starting and ending time of the travel.

TRAVEL EXPENSES/REIMBURSEMENT

Limousine, bus service, taxi, **car service** or car rental must be at the most reasonable or efficient convenient rate that can be demonstrated. **This District has an arrangement with a local car agency for car rentals.**

Parking receipts must be submitted with the reimbursement forms.

Allowance for use of private vehicle is to reflect the current IRS approved reimbursement rate. Because it is possible that the rate may change within a reimbursement period, it is the employee's responsibility to ensure the reimbursement is submitted at the proper rate/rates. The District reserves the right to establish an effective date different than the

IRS effective date. District reimbursement rates and the effective dates will be posted on the District web site. The employee must provide actual odometer readings or use the mileage allowed per the District's official mileage charts.

<u>MILEAGE REIMBURSEMENT RATES</u>	
<u>Effective Date</u>	<u>Rate</u>
<u>February 1, 2009 – January 1, 2015</u>	<u>\$ 0.55</u>
<u>January 1, 2015 – Current</u>	<u>\$ 0.575</u>

The employee must submit airline travel credits (i.e. mileage, etc.) or other benefits (i.e. monetary vouchers for future travel, etc.) earned to the Business Services' **Secretary designee** within 14 days of the date of the return. A brief explanation of the reason for receiving the credit or benefit must be attached.

Long distance business-related telephone calls or other identified incidental expenses necessary for business purposes must be verified for appropriateness.

MILEAGE REIMBURSEMENT FOR USE OF PRIVATE VEHICLES

Personnel who incur expenses for official travel shall be reimbursed in accordance with the following guidelines at the official rate of reimbursement as established by the Internal Revenue Service.

GENERAL INFORMATION:

1. **All mileage claims must be logged on the School District's mileage log form.**
2. **Only those mileage claims submitted for reimbursement within sixty (60) days after they are incurred will be reimbursed.**
3. **No allowance will be made for mileage between an employee's residence and his/her work place for the first report to work and the first return home in any regular work day. A maximum of forty (40) miles, round trip, will be allowed from an employee's residence to a destination within the School District.**
4. **When an employee is required to report to a different work destination at the beginning of the day than they are normally assigned, the employee will be reimbursed for the lessor of the two: either the mileage from their home to the new destination or the mileage from their normal work location to the new destination.**
5. **All reimbursement claims must be submitted on an expense voucher accompanied by a copy of the log covering the period for which the claim is made. The log must be complete with sufficient information included so that it is easily understandable. Logs will be returned to originator whenever information is incomplete.**

6. **On trips from school location to school location, mileage claimed may be based on actual odometer readings (not trip counter readings). If the actual odometer readings are not provided, the District's mileage chart must be used.**
7. **No claims for reimbursement shall be paid unless the claimant provides evidence of maintaining adequate insurance coverage.**

SPECIFIC

Mileage may be claimed when the employee:

1. **Performs visits to pupil residence for parent/guardian consultation.**
2. **Attends meetings called by the administration.**
3. **Performs work at a second location in any one work day.**
4. **Returns a sick student to the student's residence.**
5. **Attends evening events such as P.T.A. meetings, citizen committee meetings, School Board or School Board Committee meetings, but only if the employee is officially asked to be present or has an official duty to perform.**
6. **Attends in an official capacity (e.g., coach, assistant coach, assigned administrator) an extra- or co-curricular event.**
7. **Responds to emergency situations during normal non-work hours.**
8. **Is required to visit various agencies, business establishments, banks, and other related areas for business or instructional reasons.**

IN-DISTRICT MEALS AND REFRESHMENTS

For an in-district meal or refreshment expenditure to be reimbursable to an employee or paid directly to a vendor, it must meet the criteria of being necessary, reasonable, and must directly serve a public purpose. Meal and meeting expenditures that are allowable consist of the following:

1. A meal expenditure may be permissible if only a breakfast, noon, or dinner meeting is possible and participants from outside of the School District are available only at that time.
2. A meal is provided at a training session and the session is conducted throughout the reasonable meal time.
3. A meal is available in lieu of overtime pay.

4. Coffee, soft drinks and/or juices and snacks are permissible for staff meetings.
5. A meal is reimbursable to an administrator or Board member if the meal is the product of an organization, other than the district itself, and attendance is necessarily beneficial to the School District and such benefits could not be obtained other than by attending the meal itself.
6. A meal is provided in lieu of hiring a substitute teacher.
7. Modest refreshments such as coffee, soft drinks, and/or juices and snacks may be provided at functions where members of the general public are in attendance.
8. Individuals who are not District employees are not entitled to travel expenses such as meals, lodging, or transportation unless prior approval has been given by the Superintendent or the appropriate director.
9. A modest meal can be provided students, parents, and staff if part of a school or District sponsored educational event or activity.
10. Reasonable transportation and childcare expenses may be permissible for parents who may otherwise not be able to attend an educational event or activity at their son/daughter's school or program. The expenditure would require prior approval by the building principal or program administrator and would be paid to the service provider upon proper documentation.
11. If the budget for a program or grant which includes specific funding for parent or community involvement is approved by the Board and a State Agency, the expenditure of such funds is appropriate and can be approved by the administrator responsible for the program or grant.
12. The Chair of the School Board shall have the prerogative to determine if a meal is needed for a Board meeting, committee meeting, or in-service meeting.
13. All expenditures for meals other than the twelve listed above are the personal responsibility of the School District employee who incurred the expense.

The Superintendent may grant exceptions to these general rules based on need to attend and availability of funds.

Approved: 06-09-1970

Revised:	04-20-1976	03-21-1995	06-21-2005
	10-09-1979	06-20-1995	10-18-2005
	08-14-1984	02-17-1998	01-01-2007
	08-11-1987	03-21-2000	01-20-2009
	11-13-1990	07-17-2001	03-18-2015
	01-18-1994	10-19-2004	<u>06-16-2015</u>

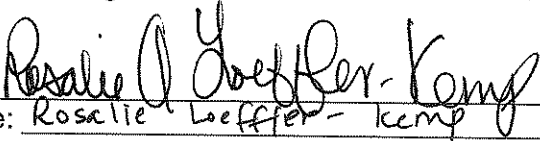
Revised and Renumbered:

Premium Summary

COVERAGE	2018/2019 (LIBERTY & DAKOTA TRUCK) PROPOSED RENEWAL PREMIUMS - ANNUALIZED	2019/2020 (LIBERTY & DAKOTA TRUCK) PROPOSED RENEWAL PREMIUMS
Property including tax	\$236,648	\$226,563
General Liability/School Leaders Legal Liability	\$92,405	\$96,837
Crime	\$5,057	\$5,057
Inland Marine	\$10,461	\$11,096
Automobile	\$43,165.79	\$49,179
Umbrella	\$13,949 <i>(\$3,000,000 Limit)</i>	\$16,415 <i>(\$5,000,000 Limit)</i>
Vacant Building – CSU(Cincinnati)	\$19,215.93	\$14,790.36
Cyber Liability – Beazley	\$28,635.85	\$24,620
Terrorism	Included	Not Included
Package Subtotal	\$449,538	\$444,557.36
Workers' Compensation (original renewal offer: \$638,756)	\$487,019	\$604,163
TOTAL	\$936,557	\$1,048,720.36

Request to Bind Insurance Coverage

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature:  Date: 8/6/19
 Print Name: Rosalie Loeffler-Kemp Title: Board chair

*Duluth Campus**College in the Schools
Office of the Registrar**139 Darland Admin Bldg
1049 University Drive
Duluth, Minnesota 55812*

June 18, 2019

Gail Netland, Director of Curriculum & Instruction
Duluth Public Schools
215 North 1st Avenue East
Duluth, MN 55802

Dear Gail:

The Memorandum of Agreement between the University of Minnesota Duluth and Independent School District 709 for 2019-2020 is enclosed for signatures. Please review the addendum and make any necessary changes. Return the document with signatures to me at the address below as soon as possible. A copy of the Memorandum will be returned to you after I obtain the remaining signature.

In addition, UMD College in the Schools concurrent enrollment statistics for the two high schools in your district are attached. Enrollments and fees for FY19 and FY18 are tabulated; also included is the Minnesota Department of Education reimbursement data for 2017-2018.

Thank you for partnering with UMD's College in the Schools program. You and your dedicated teachers provide rigorous learning opportunities for your students. We appreciate your working with us to enhance the education of Minnesota students.

Sincerely,



Barbara Perushek, Ph.D.
Director, College in the Schools Program
139 Darland Administration Building
1049 University Drive
Duluth, MN 55812-3000
218-726-6938
bperushe@d.umn.edu

Enclosures: Memorandum of Agreement 2019-2020
District UMD CITS Statistics

**MEMORANDUM OF AGREEMENT
between the University of Minnesota Duluth
and Independent School District 709**

Term of Agreement: 2019-2020

By this agreement, the University of Minnesota Duluth, College in the Schools (CITS) and the Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified junior and senior students.

The Duluth Public Schools will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in instruction of the courses;
- Coordinate student records and class rosters with UMD Office of the Registrar administration;
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration; and
- Agree to partner with UMD CITS for academic year 2019-2020.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS course offerings to the Duluth Public School's qualified junior and senior students for UMD credit taught by UMD approved teaching specialists;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program; and
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation.
- Select and support CITS faculty mentors who provide professional development to and collaborate with UMD CITS teaching specialists;
- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, UMD Library services, UCard, and others; and
- Share CITS survey and research information.

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

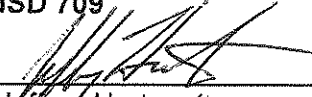
UMD will charge \$92 per student, per course based on the UMD CITS class lists printed after the UMD student course cancellation/add deadlines (see Addendum A for course listing). UMD will bill ISD 709 three times yearly, in December, late January and April. Bills are payable within 30 days.

CITS courses offered in the Duluth Public Schools may be amended and/or expanded in each succeeding year.


UMD

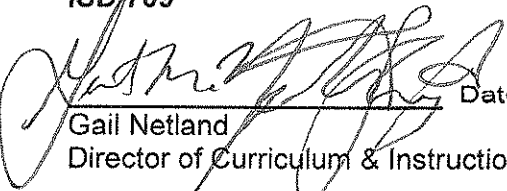
ISD 709

_____ Date _____
Gerald Pepper
Associate Vice Chancellor for Academic Affairs


_____ Date 6/25/19
Jeffrey Horton
Assistant Superintendent

ISD 709


_____ Date 6/26/19
William Gronseth
Superintendent


_____ Date 6-21-19
Gail Netland
Director of Curriculum & Instruction

_____ Date _____
Rosie Loeffler-Kemp
School Board Chair

01-211-005-000-200

ADDENDUM A
2019-2020 List of UMD CITS Courses
To Be Offered in ISD 709

Course Title	Course #	Credit	CITS Teachers
Calculus I*	MATH 1296	5	William Garnett Peter Graves Timothy White
Economics and Society	ECON 1003	3	Michael Devney Richard Updegrave
Introduction to Literature	ENGL 1907	3	Carla Harrold Greg Jones
Weight Training	PE 1616	1	Joseph Hietala
Introduction to Sociology	SOC 1101	4	Catherine Nachbar
Intermediate Spanish I	SPAN 1201	4	TBD** Kimberly Kroll Strukel
Intermediate Spanish II	SPAN 1202	4	TBD** Kimberly Kroll Strukel
College Writing	WRIT 1120	3	Stephanie Mickle Stuart Sorenson
	Total	27	

*All-Year

**Pending approval

Duluth School District #709 UMD CITS Statistics

May 10, 2019

FY19

Enrollments are duplicated				UMD CITS Fall 2018		Two High Schools: Denfeld and East
	Total Final Enrollment	Total Sections	Credit Hrs	MOA Billing	Savings to Students	
Denfeld	110	5	429	\$10,120.00	\$198,266.64	2018-2019 Undergraduate Tuition \$462.16 per credit
East	269	11	1039	\$24,748.00	\$480,184.24	
				\$34,868	\$678,450.88	

Enrollments are duplicated				UMD CITS Spring 2019	
	Total Final Enrollment	Total Sections	Credit Hrs	MOA Billing	Savings to Students
Denfeld	82	4	255	\$7,544.00	\$117,850.80
East	141	5	477	\$12,972.00	\$220,450.32
Grand Total	602	25	2200	\$55,384	\$1,016,752.00

FY18

Enrollments are duplicated				UMD CITS Fall 2017		Two High Schools: Denfeld and East
	Total Final Enrollment	Total Sections	Credit Hrs	MOA Billing	Savings to Students	
Denfeld	114	6	384	\$10,488.00	\$177,469.44	2017-2018 Undergraduate Tuition \$457.54 per credit
East	299	12	1138	\$27,508.00	\$525,938.08	
				\$37,996	\$703,407.52	

Enrollments are duplicated				UMD CITS Spring 2018	
	Total Final Enrollment	Total Sections	Credit Hrs	MOA Billing	Savings to Students
Denfeld	14	1	56	\$1,288.00	\$25,880.96
East	123	6	365	\$11,316.00	\$168,688.40
Grand Total	550	25	1943	\$50,600	\$897,976.88

Minnesota Department of Education Concurrent Enrollment 2017-2018 Aid Calculation

- o State reimbursement for concurrent enrollment 2017-2018 was \$52.48 /student /course.
- o Total reimbursement for ISD #709 was \$82,809.65 for 1,578 concurrent enrollments (all providers).
- o ISD #709 UMD College in the Schools total enrollment for 2016-2017 was 550.
 - o Total reimbursed for UMD CITS courses (550 x \$52.48) \$28,862.68
 - o Fees paid to UMD as per MOA 2016-2017 \$50,600.00
- o 2017-2018 cost to ISD #709 as per MOA was \$37.99 per student per course.

Statistics Compiled from a Report Generated by MDE 04/15/2019
(funds have not been dispersed for 2018-2019)



Municipal Lease Program

Customer's Full LEGAL Name Independent School District 709
 Addresses (Street and Mailing) Duluth Public Schools
 215 North 1st Avenue East
 City, State, Zip Code Duluth, MN 55802
 Distributor Hoglund Bus Sales
 Name of Administrator/Business Officer/Title _____ ✓
 Telephone/Fax 218-336-8970 218-336-8773
 Number of units to be sold & type 2 2020 IC CE 77 pass School Buses
 Initial Payment: Deferred 30 days PMT Annual Delivery Date: 8/15/2019 estimated
 Year School district was formed: _____ ✓
 Federal /Employee ID Number: _____ ✓

Fleet Replacement: XXX

Provide Basic Justification for Request: Replacement Route Buses

Completed By: _____ ✓ Title: _____ ✓

Computations from Amortization Schedule: Quote Expires if not accepted within 30 days. Quote Date: Acceptance by Santander Bank is subject to Credit review and approval by Santander Bank at it's sole discretion.

Compound Period: Annual Please send current two years audited financial statements to the below address.

If you have any questions, Please feel free to call, or email:

jdrawdy@santander.us

Jeff Drawdy, VP, Santander Bank
831 Whitfield Walk, Zebulon GA 30295
(Office) 770-567-5514 (Fax) 770-567-5516

MUNICIPAL LEASE-PURCHASE AGREEMENT

LESSOR

Santander Bank, N. A.
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747-4616

LESSEE

Name: Independent School District #709 - Duluth PS 37
Street: 215 N 1st Ave East
City/State/Zip: Duluth, MN 55802
Responsible Official:
Phone: ()

1. LEASE OF VEHICLES: LESSOR hereby agrees to lease to LESSEE and LESSEE hereby agrees to lease from LESSOR the school buses or other motor vehicles and equipment and accessories thereon (herein "Vehicles") on the terms and conditions provided in this Agreement and the schedule and additional schedules annexed hereto (each a "Schedule" and collectively, the "Schedules").

2. COVENANTS: LESSEE represents, covenants and warrants that (a) It is a public body corporate and politic, (b) It is a "tax- exempt issuer" within the meaning of the Internal Revenue Code, (c) It is authorized by all applicable laws to make, and perform under, this Lease, (d) The Vehicles are essentially needed for their proper, efficient and economic operation, (e) At the time of making the Lease, sufficient funds were appropriated to fulfill the Lessee's obligations of the current fiscal year, and (f) LESSEE has not previously terminated a lease for non-appropriation.

3. TERM AND RENT: The Lease term shall commence as of the date that the Vehicles are delivered to LESSEE, or LESSEE's Agent (the "Commencement Date") and shall continue for the term shown on the attached Schedule relating thereto, unless Lessee notifies LESSOR that an Event of Non-appropriation (described below) has occurred. At the end of such term LESSEE shall acquire legal title to the Vehicles and terminate this Lease with respect thereto by paying to LESSOR all amounts then due and unpaid hereunder and the remaining principal balance with respect to such Vehicles as shown on the Schedule relating The rent under this Lease shall be payable in lawful money of the United States of America, from any and all legally available funds, and at the times and in the amounts as indicated on each attached Schedule. In lieu of cash, LESSOR will accept payment by check or wire transfer of immediately available funds only. Each payment will consist of a principal and interest component.

4. EVENT OF NON-APPROPRIATION: Lessee shall notify LESSOR promptly (and in no case later than 30 days prior to the last day of its current fiscal year) if sufficient funds are not appropriated for the payments for the next Renewal Term (an "Event of Non-appropriation"). If LESSEE terminates this Lease or an Event of Non-appropriation occurs, Lessee agrees, to the extent not prohibited or required by law, not to (i) purchase, lease, rent, or otherwise acquire vehicles performing functions similar to those performed by the Vehicles or (ii) contract with another party to furnish services that the Vehicles had provided, for one year after such termination or occurrence.

5. PAYMENTS UNCONDITIONAL: LESSEE HAS EXAMINED, TESTED AND ACCEPTED THE VEHICLES COVERED BY THIS LEASE AND SCHEDULES, AND SUBJECT ONLY TO AN EVENT OF NON-APPROPRIATION, LESSEE'S OBLIGATION TO PAY RENT AND OTHER PAYMENTS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNSEL CLAIM FOR ANY REASON WHATSOEVER, REGARDLESS OF LOSS, DAMAGE, DESTRUCTION, MALFUNCTION OR DISREPAIR OF THE EQUIPMENT, OR DISPUTE WITH THE MANUFACTURER OR SUPPLIER OF THE VEHICLES OR FOR ANY OTHER REASON.

6. DISCLAIMER OF WARRANTIES: LESSOR, NEITHER BEING THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE VEHICLES, MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE VEHICLES OR THEIR MATERIAL OR WORKMANSHIP. LESSOR ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE VEHICLES WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. AS TO LESSOR, LESSEE LEASES THE VEHICLES "AS-IS". LESSEE HAS SELECTED THE SUPPLIER OF THE VEHICLES AND ACKNOWLEDGES THAT LESSOR HAS NOT RECOMMENDED SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO MAINTAIN, OR SERVICE THE VEHICLES. If the Vehicles are unsatisfactory for any reason, LESSEE shall make claim on account thereof solely against Supplier, and any of Suppliers vendors, and shall nevertheless pay LESSOR all rent payable under the Lease. LESSOR hereby assigns to LESSEE all of the rights which LESSOR may have against Supplier and Suppliers vendors for breach of warranty or other representations respecting the Vehicles. LESSEE understands and agrees that neither Supplier nor any agent of Supplier; is an agent of LESSOR or is authorized to waive or alter any term or condition of this Lease.

7. RISK OF LOSS: LESSEE shall bear all risks of loss of and damage to Vehicles from any cause; occurrence of such loss or damage shall not relieve LESSEE of any obligation hereunder. In the event of loss or damage, LESSEE, at its option, shall (a) place the damaged Vehicle in good repair, condition and working order; or (b) replace lost or damaged Vehicles with like Vehicles in good repair, condition and working order, with documentation creating a lien or favor of LESSOR or its assignee, or (c) purchase the Vehicles for the Purchase Option Price set forth on the related Schedule for the fiscal year then or next ending.

8. INSURANCE: LESSEE will purchase and maintain in force during the term of this Agreement, insurance policies in at least the amounts listed below covering the Vehicles between the time of delivery thereof to LESSEE and final disposition by LESSOR. Said insurance shall be written by an insurance company or companies acceptable to LESSOR, insuring LESSEE against any loss, damage, claims, suits, actions or liability, and by endorsement naming LESSOR as an Additional Named Insured and Loss Payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to LESSOR at least thirty (30) days' notice in writing of proposed cancellation, modification, or alteration of any said insurance.

Table with 2 columns: Type and Amount. Rows include Public Liability and Property Damage (Comprehensive) with a \$1,000,000 limit, and Collision, Fire and Theft (ALL RISK) with a replacement value limit.

The above insurance shall also include the following, in amounts not less than the applicable minimum legal requirements: (a) uninsured/underinsured motorist coverage, and (b) no fault protection. LESSEE shall in addition provide general liability insurance covering LESSEE'S indemnification responsibilities hereunder. Prior to the date that any Vehicle is placed in service by LESSEE, LESSEE shall furnish LESSOR with a certificate of insurance or other evidence thereof acceptable to LESSOR. Policies covering the aforementioned fire and theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to LESSOR and/or LESSEE as their interests may appear. LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to receive payment of and endorse all checks and other documents and to take any other action necessary to pursue insurance claims and recover payments if LESSEE fails to do so. Any expense of LESSOR in adjusting or collecting insurance shall be borne by LESSEE. In the event a Vehicle is involved in any material accident, LESSEE shall immediately notify LESSOR and provide (i) a detailed report describing the accident, (ii) copies of all reports provided to an insurance carrier or governmental agency and (iii) copies of any legal papers relating to the accident.

9. LESSEE'S OPERATION OF VEHICLES: LESSEE shall use the Vehicles primarily in the state of registration for business purposes and in a safe and lawful manner, and shall comply with all federal, state, county and municipal statutes, ordinances and regulations which may be applicable to the leasing, use or operation of the Vehicles. LESSEE shall, at its sole expense, maintain the Vehicles in good operating condition and repair. In addition, LESSEE shall prepare and furnish to LESSOR all documents, returns or forms legally required to be prepared

by LESSEE. LESSEE shall be solely responsible for any fines or penalties assessed for violations of any statute, ordinance, by law or regulation of any duly constituted governmental authority, as a result of the use or operation of the Vehicles by any of LESSEE's employees, agents, sublessees or subcontractors, and indemnify LESSOR against any costs, fines or charges LESSOR is required to pay. LESSEE agrees to operate only those Vehicles which have adequate insurance coverage and to comply with all conditions of insurance related to the Vehicles, to maintain the Vehicles and all accessories and equipment thereof in safe and good mechanical condition and running order at all times during the term of this Agreement and to furnish all supplies, accessories, and other essentials required for the use or operation of the Vehicles. In no event will the Vehicles be used to transport any hazardous substances.

10. TITLE; REDELIVERY OF VEHICLES: Title to each Vehicle shall pass to Lessee upon delivery. To secure all of LESSEE's obligations to LESSOR hereunder, LESSEE grants to LESSOR a first security interest and lien (the "Lien") in the Vehicles. LESSEE shall deliver originals of the certificates of title to LESSOR and sign any necessary documents, including applications for Liens to the Motor Vehicle Bureau as requested by LESSOR to note the Lien of LESSOR on the title of the Vehicles. If this Lease is terminated or an Event of Non-appropriation occurs, LESSEE shall immediately deliver the Vehicles to LESSOR or as LESSOR directs.

11. NON-ASSIGNABILITY BY LESSEE: LESSEE shall not assign, sub-lease, transfer or otherwise encumber its rights in and to this Lease or the Vehicles without the prior written consent of the LESSOR.

12. ASSIGNMENT BY LESSOR: This Lease, the Vehicles and any payments by LESSEE due or to become due under it, may be assigned or otherwise transferred, either in whole or in part, by LESSOR and its assignee, without affecting any obligations of LESSEE, and in such event LESSOR's transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR hereunder. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which LESSEE may be entitled to assert against LESSOR. No assignee shall be obligated to perform any duty or condition required to be performed by LESSOR under the terms of this Lease.

13. DEFAULT: In the event of default by LESSEE, in the payment of any sums due under this Lease when due which continues uncured for thirty (30) days, or receivership, insolvency, or proceedings by or against LESSEE under the bankruptcy laws, or LESSEE's failure to observe or perform any other required provision of this Lease, and such default continues for fifteen (15) days after written notice thereof, by LESSOR, to LESSEE, LESSOR shall have the right to exercise any one or more of the following remedies: (a) to declare all sums due and to become due hereunder, during the LESSEE's current fiscal period, immediately due and payable, without notice or demand to LESSEE; (b) to sue for and recover all payments then accrued or thereafter accruing with respect to the Vehicles; (c) to take possession of the Vehicles without demand or notice wherever it may be located, with or without legal process, and retain it free from any claims of LESSEE whatsoever; (d) to terminate this Lease; or (e) to pursue any other remedy at law or in equity. If LESSOR sells or re-leases any of the repossessed Vehicles, the net proceeds of such sale or lease, less LESSOR's expenses incurred in connection therewith, including attorneys' fees, shall be applied to the total amount due by LESSEE under this Lease and related Schedule and LESSEE shall be obligated to pay LESSOR any deficiency. All of the foregoing remedies are cumulative and may be exercised concurrently or separately. LESSEE shall pay all costs and legal expenses incurred by LESSOR in collecting, or attempting to collect, any sums due hereunder or in securing possession of the Vehicles. LESSEE consents to the personal jurisdiction of the courts, and the applicability of the laws, of the State of the Lessee with respect to any dispute arising out of the Lease.

14. FEDERAL, STATE AND LOCAL TAXES: In addition to payments specified herein, LESSEE shall promptly pay all taxes, assessments and other governmental charges (including penalties, interest, recording and registration fees, if any) levied or assessed upon the ownership, use or operation of the Vehicles and the payments due hereunder. LESSEE acknowledges that its compliance with the reporting requirements of the Internal Revenue Code is essential to the exemption from Federal income tax of the interest portion of payments made by LESSEE hereunder. Accordingly, LESSEE agrees that its failure to comply with those requirements shall constitute a Default hereunder. LESSEE certifies that it reasonably anticipates that not more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)3(D) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, (the "Code")) will be issued by it and subordinate entities during the calendar year in which the Lease begins. Further, LESSEE will, by resolution, designate the Lease as comprising a portion of the \$10,000,000 in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265(b)3(D) of the Code allowing for an exemption to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations. If for any reason the payments due hereunder are not exempt from federal taxes, then LESSEE shall pay LESSOR such amounts as will permit LESSOR to realize the same after tax income as if such payments were so exempt, together with all costs, liabilities, damages, expenses, taxes and penalties (including Federal income tax penalties and interest) incurred as a consequence thereof, which LESSEE agrees to pay upon written demand therefor.

15. ADMINISTRATIVE SUPPORT: LESSEE may, from time to time, be required to file, or assist in the filing of, reports to regulatory and/or taxing authorities, which may be necessary to establish, perfect or maintain the legality and/or tax-exempt status of this Lease, or to execute documents needed for LESSORS' financing. LESSEE promises to promptly make such filings or to render such assistance as may, from time to time, be reasonably requested by LESSOR or its Assigns, and to indemnify and hold harmless LESSOR or its assigns from any cost, expense or other damage caused by its failure to do so. LESSEE hereby further authorizes LESSOR to file UCC-1 financing statements without LESSEE'S signature, and to fill in dates and other obvious minor corrections on this Lease.

16. SEVERABILITY: Any term or provision of this Lease found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the Lease.

17. FINANCIAL INFORMATION: LESSEE shall provide LESSOR with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other information relating to the ability of LESSEE to continue this Agreement within 180 days after the end of each fiscal year of LESSEE and at the request of LESSOR.

18. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties regarding the Vehicles, and there are no representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied, between the parties hereto with respect to the Lease. No modification or amendment hereof shall be binding upon the LESSOR unless made in writing and executed on behalf of LESSOR by its duly authorized officer or agent.

Board Minutes of Lessee approving this transaction on (date) _____ are attached and included with these documents. Please have Notary sign and stamp below/ or use a school seal Stamp.

LESSOR: Santander Bank, N.A.

LESSEE: Independent School District #709 – Duluth PS

Signature: _____

Signature: _____ Date: _____

Print Name: _____
Title: _____
Date of this Lease: _____

Print Name: _____
Title: _____

"Signed and sworn before me this _____ day of _____".



If Board Minutes are not attached, the following must be completed by the Lessee's legal counsel.

OPINION OF LESSEE'S LEGAL COUNSEL

As Legal Counsel for the aforementioned LESSEE, it is my opinion that:

- (a) LESSEE is a political subdivision of the State, duly organized, existing and operating under the constitution and laws of the State.
- (b) The Lease has been duly authorized and has been executed by an authorized representative.
- (c) The Lease creates a legal, valid and binding obligation of the LESSEE and such Lease is enforceable in accordance with its terms.
- (d) The equipment covered by the Lease is not being used for other than a public purpose.

LEGAL COUNSEL FOR LESSEE:

Print Name: _____ Firm Name: _____
and Address: _____
Sign: _____
Title: _____
Date: _____

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Independent School District #709 – Duluth PS		2 Issuer's employer identification number (EIN) <input checked="" type="checkbox"/>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 215 N 1st Ave East	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Duluth, MN 55802		7 Date of issue 08/15/19	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	181,219 23
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶		18	
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>		
If obligations are BANs, check only box 19b	<input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/15/21	\$ 181,219.23	\$	3 years	2.78 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest		22		
23	Issue price of entire issue (enter amount from line 21, column (b))		23	181,219	23
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)	29			
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		181,219	23

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

Santander Lease Agreement Terms Sheet

Lessor: Santander Bank, N.A.
 3 Huntington Quadrangle
 Suite 101N
 Melville, NY 11747-4616

Lessee: Independent School District 709
 215 North 1st Avenue East
 Duluth, MN 55802

Equipment Description / Quantity

1

Group of
 2 2020 IC CE 77 pass
 School Buses

Schedule of Terms	Payment Date	Per Quantity		Total for Group		Combined Min. Insurance For Equip. After Payments
		Payment amount	Implied Interest	Payment Amount	Implied Interest	
Initial payment	10/15/2019	62,212.00	414.07	62,212.00	414.07	122,741.21
Second Payment	10/15/2020	62,212.00	3,319.91	62,212.00	3,319.91	62,212.00
Third Payment	10/15/2021	62,212.00	1,682.79	62,212.00	1,682.79	5,416.77



Signed by: _____



INSURANCE COMPANY AND COVERAGE INFORMATION SHEET

Please insert VIN(s)# and send to your Insurance Agent Immediately!!!!

Agency should fax completed Certificate of Insurance to - 888-853-0484

TO: Santander Bank, N.A.
3 Huntington Quadrangle
Suite 101N
Melville, NY 11747-4616

From: Independent School District 709
215 North 1st Avenue East
Duluth, MN 55802

INSURANCE: COMPANY AND COVERAGE

Company	_____
Address	_____
City/ST/Zip	_____
Agent	_____
Phone Number	_____
	← Fax Number _____

In Agreement with the Types and Amounts listed in the Insurance Section of Santanders Lease Agreement, paragraph 8, the Insurance Company / Agent listed above, has been asked to issue a Certificate of Insurance naming Santander Bank as Loss Payee and additional insured, with full correct VIN # listed on COI.

VIN # _____

<u>Type</u>	<u>Amount</u>
Public Liability and Property Damage(Comprehensive)	\$1,000,000.00 Combined Single Limit (per occurrence)
Collision, Fire and Theft (All Risk) Combined Minimum for Collision, Fire and Theft(Risk)	Not less than replacement Value \$ 181,633.30

Lessee: Independent School District 709

Responsible Official: _____

Title: _____

Lessor: Santander Bank, N.A.
 3 Huntington Quadrangle
 Suite 101N
 Melville, NY 11747-4616

Lessee: Independent School District 709
 215 North 1st Avenue East
 Duluth, MN 55802

Group of
 1 2 2020 IC CE 77 pass

Amortization per unit or per group.

Nominal Annual Rate: 2.780%

CASH FLOW DATA


Event	Date	Amount	Number	Period	Totals
1 Loan	9/15/2019	181,219.23	1		\$181,219.23
2 Payment	10/15/2019	62,212.00	3	Annual	\$62,212.00

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance	
Loan	9/15/2019				181,219.23	
1	10/15/2019	62,212.00	414.07	61,797.93	119,421.30	\$62,212.00
2	10/15/2020	62,212.00	3,319.91	58,892.09	60,529.21	\$62,212.00
3	10/15/2021	62,212.00	1,682.79	60,529.21	0.00	\$62,212.00
Grand Totals		186,636.00	5,416.77	181,219.23		\$186,636.00

Memorandum

To: Cathy Erickson / CFO Executive Director of Business Services
School Board Members

From: Dave Spooner 

Date: June 25, 2019

Re: Hillyard Custodial Equipment and Mat - 3 Year Lease To Own

As per attached documents, I have solicited a 0% lease to own 3 (three) year agreement for replacement of nonfunctional or outdated ill performing custodial equipment district wide. This lease was solicited from Hillyard Inc off of the Anoka Hennepin Schools contract AHC515.0. Hillyard is currently our custodial equipment and supply vendor.

The cost of this lease agreement is three payments of \$79,287.99, plus a \$150 documentation fee. This total sum is \$237,963.97 plus the \$150 documentation fee.

This lease is the result of an audit of our current equipment, and the evaluation of such and the conclusion that we are far behind in replacement of equipment of this nature, and that fact is negatively impacting our productivity.

Recommendation:

It is recommended that the Duluth School Board approve entering into an agreement with All-Lines Leasing, for a period of three years, in the annual amount of \$79,287.99, for a sum of \$237,963.97, with full ownership of the equipment at the cost of a \$1.00 buyout at the end of the defined three year lease period.

Enclosures



July 1, 2019

Dave Spooner
Duluth Public Schools ISD 709
215 North 1st Avenue
Duluth, MN 55082

Dear Dave,

Hi Dave, I wanted to thank you for the opportunity to present 0% leasing to your school district. In the last few years the budgets for facility departments in K-12 education across the state have become smaller and smaller. Facility Managers have been trying to rely on older less efficient equipment, however as these fleets of cleaning equipment age the cost of keeping them running increases. The cost to repair a single battery-operated piece of equipment, four years or older, can be as much as \$2,500 a year. For an average sized district this can result in tens of thousands of dollars being spent on old, outdated equipment. In addition, periodic equipment downtime eliminates the ability to clean or this outdated equipment forces staffs to redo areas resulting in lost efficiency and significant employee cost.

To solve this problem a number of local school districts have taken advantage of a Hillyard's exclusive 0% leasing program that allows them to get new technology equipment now and spread the cost over a number of budget periods. Osseo Maple Grove, Eden Prairie, Lakeville, Inver Grove Heights, Richfield, Roseville, Spring Lake Park and North Branch have opted to use a 36 month No-Interest municipal lease to change out their aging fleets of equipment. They have acquired much of the updated equipment they need and have increased their labor efficiency at the same time and after 36 months the district owns each piece for \$1.00.

The attached quote for your review is a strategic plan for your district to move out your aging equipment fleet and entrance matting and replace it. A district wide equipment and matting audit was performed in early 2019 to identify entrance matting and equipment that was in need of replacement. The pricing included for this leasing option is established pricing that your district shares with joint powers attachment to Anoka Hennepin Schools contract AHC515.0. All of the schools listed above utilized the same Anoka Hennepin Schools joint powers contract to secure their 0% leasing opportunities.

This is a true 0% leasing option as Hillyard and the equipment manufacturers are buying down the current interest rate to zero. Between the interest rate buy down and eliminating the next 2 years of equipment price increases from equipment manufacturers, your district will potentially save up to 17%. These cost savings coupled with the future cost reductions associated with your current equipment fleet for service parts that are not under warranty due to age, service labor and service travel, your district will save enough money to pay a significant portion of your 0% lease payments.

John Dalman
Regional Sales Director
Hillyard Inc.



All-Lines Leasing

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A division of First Western Bank & Trust

100 Prairie Center Drive, Eden Prairie, MN 55344

June 27, 2019

Dave Spooner
Duluth Public Schools ISD 709
215 North 1st Avenue
Duluth, MN 55802

Dear Dave,

Attached please find the documentation for the lease of floor care equipment and matting from Hillyard, Inc.

This lease is a 3 year Municipal Lease with annual payments. The lease is an exclusive offering from Hillyard. There is no interest charged in this lease. The lease costs are being covered by Hillyard. If you look at the Exhibit A the document is broken down into two half's. The first half shows the equipment and cost at a specific location. The second half shows the matting and cost at a specific location. The Equipment Lease Total for the equipment and matting is shown on page eight. The annual payment is shown below the Equipment Lease Total. This is a Municipal Lease should the district non fund for subsequent payments, at fiscal year end, the equipment and matting may be returned.

Please call me if you have any questions.

Regards,
Duncan Leighton
Vice President
888-705-1021



All-Lines Leasing

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A division of First Western Bank & Trust
100 Prairie Center Drive
Eden Prairie, MN 55344

Date: June 27, 2019

DULUTH PUBLIC SCHOOLS ISD 709
215 N. 1ST AVE.
DULUTH, MN 55802

RE: Document Checklist for Agreement No. **1283690IMSD**
 For the Equipment being acquired through: **HILLYARD / LINO LAKES**

It is my pleasure to provide the documents for your recent approval. To ensure prompt and accurate processing of this agreement, please follow the steps below:

- **Insurance Requirements:** A Certificate of Insurance for the value of the Equipment naming First Western Bank & Trust, DBA All Lines Leasing as "Loss Payee" on your Property Insurance and "Additional Insured" on your Liability Insurance and Certificate Holder.

Please supply the following information:

You must make an initial call to notify your agent to add this equipment to your policy; we will gladly follow up to obtain the certificate on your behalf

Insurance Agent's Name: _____

Agent's Phone #: _____ Fax # _____

Agent's Email Address: _____

Name of Insurance Company: _____

Policy #: _____

- **Lease Agreement** – please have AUTHORIZED SIGNER WITH TITLE sign in the lower right corner of page 1.
- **U.S. Patriot Act** – Complete and sign as indicated.
- **Equipment Domicile Addendum** – Complete and sign as indicated.
- **Non-Appropriations Addendum** – Complete and sign as indicated.
- **Payment Schedule** – Complete and sign as indicated.
- **Payment Withdrawal Form** – please refer to the Authorization For Automatic Payment Withdrawal form to select from the upfront payment options
- **Exhibit A** – Complete and sign as indicated.
- *Please include a copy of your tax exemption certificate & completed 8038-G form with your signed documents.*

Upon completing the documents, please **email or fax** copies to me at 800-288-4959 and **mail** all the ink signed original pages to my attention using the contact information at the top of this letter.

If you have any questions, please contact me direct at (888) 705-0498 or tony@advacc.com. We appreciate this opportunity to serve you!

Regards,
 Tony Hunt
 Account Manager



Lessee: DULUTH PUBLIC SCHOOLS ISD 709
215 N. 1ST AVE.
DULUTH, MN 55802

LEASE AGREEMENT
#: 12836901MSD

Simple. Like financing should be.
All Lines Leasing
a division of First Western Bank & Trust
100 Prairie Center Drive
Eden Prairie, MN 55344
Phone #: (800) 288-5088 Fax#: (800) 288-4959
Rev. 06/01/14
HILLYARD / LINO LAKES

Attn:

Phone:

Seller:

EQUIPMENT DESCRIPTION: SEE EXHIBIT A
EQUIPMENT LOCATION: SEE EXHIBIT A

Table with 4 columns: Term, Payment Amount, Advance Payment(s), Number of Payments, Applicable Sales/Use Taxes, Documentation Fee, Payments to be Made, Total Payment, Security Deposit, Other Fees and Taxes, Total Due in Advance.

ADDITIONAL PROVISIONS: See Equipment supplier's invoice for Equipment information

Lease Agreement and Fees: You (the Lessee specified above) want to acquire the above Equipment from Seller. You want Us, First Western Bank & Trust dba Advance Acceptance ("Lessor", "We", "Our") to buy the Equipment and then lease it to You. This Lease Agreement ("Lease") will begin on the date the Lease is accepted by Us. You and We are making this Lease at the Lessor's Headquarter Address. You will make all Payments to the Payment Address or other address that We may designate in writing. By signing this Lease, You have accepted the delivered Equipment, (or You have completed an alternate form provided by Us, certifying acceptance of the delivered Equipment). We may charge You a reasonable Documentation Fee to cover Our documentation and investigation costs. This Lease is NON-CANCELABLE FOR THE ENTIRE LEASE TERM. YOU UNDERSTAND THAT WE ARE BUYING THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF THE EQUIPMENT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS LEASE, WITHOUT SETOFFS, EVEN IF THE EQUIPMENT DOES NOT WORK PROPERLY OR IS DAMAGED FOR ANY REASON, INCLUDING REASONS THAT ARE NOT YOUR FAULT. If any amount of a payment payable to Us is not paid when due, We may charge You a late fee equal to 15% of the payment due, plus any collection fee and expenses. You agree to pay Us a bad check charge of \$30.00 per Item. No Warranty: We are leasing the Equipment to You "AS IS". We do not manufacture the Equipment and are not related to the Seller or manufacturer, nor do We have any agency, joint venture or partnership relationship with the Seller or the Manufacturer. You selected the Equipment and the Seller, based on Your own judgment. You may contact the Seller for a statement of the warranties, if any, that the Seller or manufacturer is providing. We hereby assign to You the warranties given to Us, if any. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS LEASE. You agree to settle any dispute You may have regarding performance of the Equipment directly with the manufacturer or Seller. Equipment Use and Repair: YOU AGREE THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. You are responsible for keeping the Equipment in good working order. Except for normal wear and tear, You are responsible for any damage or losses to the Equipment. You agree to hold us harmless, indemnify (pay or reimburse) and defend Us against all claims, liabilities, losses, suits, proceedings, damages, costs

(including reasonable legal fees) relating to this Lease or to the use or including but not limited to claims for death and injury to persons and claims for property damage. This duty to indemnify shall survive the termination of this Lease. The primary domicile of the equipment ("Equipment Location") is stated above. We may inspect the Equipment and/or receive a report from You as to the current location upon our request. At End of Lease Term: If You have not defaulted under this Lease, You will: a) purchase the Equipment from Us, "AS IS, WHERE IS", for the Purchase Option or b) Surrender the Equipment to Us. This Lease will automatically renew at the Base Payment Amount until the Equipment is purchased from Us or is Surrendered to Us. Equipment Surrender: At the End of Lease Term, if You have not purchased the Equipment, or if demanded by Us in the event of Your Default, You will deliver the Equipment (at your expense) to a location designated by Us in Average Saleable Condition, which means the Equipment is immediately available for use by another lessee or user without the need of any repair. You also agree to reimburse Us on demand for repair costs to bring the Equipment into an Average Saleable Condition. Non-Cancelable: This is a non-cancelable agreement and may not be canceled by You for any reason whatsoever. You may only prepay by remitting all remaining current and future payments due on the Agreement (in addition to all other accrued and unpaid charges owing). Ownership, Title and UCC'S: Except for any software covered by this Lease We are the owner of the Equipment and have title to it. WE MAY FILE ON YOUR BEHALF, AND AT YOUR COST, UNIFORM COMMERCIAL CODE (UCC) FINANCING STATEMENT(S) TO SHOW OUR INTEREST IN THE EQUIPMENT. Loss and Insurance: You will, for as long as We own the Equipment, maintain property insurance on the Equipment fully insuring against all risks of loss and will maintain a general public liability insurance policy covering the Equipment and its use with coverages acceptable to Us. You will name Us as loss payee and an additional named insured and provide Us with evidence of this insurance. If You do not provide property insurance, We may, at our option, attempt to obtain property insurance to protect our interests. You will pay us an increase in the Base Payment Amount to recover our costs plus a one time Arrangement Fee of \$ 95.00 plus a reasonable profit. Taxes: You agree that You will pay or reimburse us when due all taxes, including but not limited to Personal Property Taxes, relating to this Lease and the Equipment. Default: If You do not pay any sum by its due date, or You breach any other term of this Lease or any other agreement with Us, then You will be in default of this Lease. If You default, We may require that You pay 1) all past due amounts under this Lease, and 2) declare immediately due and payable the entire unpaid balance owed under this Lease,

together with accrued interest thereon, the same thereupon be immediately due and payable without demand or notice of any kind, all of which are expressly waived by You. Upon a default, We may, without limiting Our other remedies hereunder or by law, also choose to repossess the Equipment. If We do not choose to repossess the Equipment, You will also pay to Us our booked residual value for the Equipment. We can also use any and all remedies available to Us under the UCC or any other law. You agree to pay all the costs and expenses, including, but not limited to, attorney's fees, Equipment repossession costs, Equipment storage costs, costs of refurbishing Equipment, insurance costs, We incur in any enforcement through legal proceedings or otherwise, and in any dispute related to this Lease or the Equipment. You also agree to pay interest on all past due amounts, from the due date until paid, at the lower of one and one-half percent (1.5%) per month or the highest lawful rate. Assignment: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may sell, assign or transfer this Lease or our rights in the Equipment and the new owner will have our rights, but it will not be subject to any claim, defense or set-off that You assert against Us or any other party. Miscellaneous: You agree that this Lease is the entire agreement between You and Us regarding the lease of the Equipment and supersedes any purchase order You issue. Any change must be in writing and signed by each party. Notice, if required, will be sent to you at the above address. We may accept a facsimile copy of this Lease as an original. Venue: THIS LEASE AGREEMENT WILL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF MINNESOTA UPON SIGNING BY THE LESSOR AND WILL BE GOVERNED AND CONSTRUED BY IN ACCORDANCE WITH MINNESOTA LAW. YOU EXPRESSLY CONSENT TO JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN THE STATE OF MINNESOTA AND WAIVE RIGHT TO TRIAL BY JURY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS LEASE AGREEMENT OR THE EQUIPMENT. YOU WAIVE RIGHT OF DEFENSE OF INCONVENIENT FORUM.. SERVICE OF PROCESS SHALL BE DEEMED SUFFICIENTLY MADE ON YOU BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO YOUR BILLING ADDRESS SET FORTH ABOVE. THIS LEASE IS NON-CANCELABLE FOR THE FULL LEASE TERM. The signer below covenants that he has the authority to sign this Lease Agreement on behalf of the Lessee.

Do not write in this space
Lessor: Date

Lessee: DULUTH PUBLIC SCHOOLS ISD 709
By/Title X / Title
Signature

Lessor's Headquarter Address: 900 S. Broadway, Minot, ND 58701
Lessor's Payment Address: P.O. Box 2068, Minot, ND 58702-2068

U.S. Patriot Act Form

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

In accordance with the **U.S. Patriot Act** the following items need to be completed by all signers and guarantors:

**CORPORATIONS, LLC'S, LLP'S PLEASE PROVIDE FEDERAL TAX ID
NO.**



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All Lines Leasing

a division of First Western Bank & Trust

CERTIFICATION OF EQUIPMENT DOMICILE

The undersigned, as Lessee on Agreement # 1283690IMSD hereby certifies that, for the express purpose of establishing any obligation with regard to reimbursement of Personal Property Tax to First Western Bank & Trust dba Advance Acceptance (Lessor), the Equipment listed on the Agreement is delivered to and is domiciled in the following county(s) _____ in the state(s) of _____ .

Lessee Name: DULUTH PUBLIC SCHOOLS ISD 709

By: _____

Print Name: _____

Title: _____

Date: _____



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MUNICIPAL ADDENDUM

To be made a part of a certain Equipment Lease # **1283690IMSD** between, DULUTH PUBLIC SCHOOLS ISD 709 ("Lessee") and First Western Bank & Trust dba All Lines Leasing ("Lessor").

Lessee shall have the right to terminate this Lease at the end of any fiscal year of Lessee only if adequate funds are not appropriated to continue this Lease (known as **NON- APPROPRIATIONS**) as evidenced by the passage of an ordinance or resolution specifically prohibiting the Lessee from performing its obligations under this agreement with respect to any Equipment, and from using any moneys to pay any Lease payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

The Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Lease payments during the Fiscal Year in which payments begin, and such moneys will be applied in payment of all Rentals due and payable during such current Fiscal Year.

The Lessee agrees to include in the budget request for each Fiscal Year the Lease payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Lease Payments coming due therein. The Lessee reasonably believes that moneys in an amount sufficient to make all Lease payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease term. Lessor acknowledges that appropriation for Lease payments is a governmental function which the Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this agreement does not constitute such a commitment.

Lessee may effect such termination by giving Lessor written notice thirty (30) days prior to such termination and by paying to Lessor any Lease payments, which are due and have not been paid at, or before, the end of its then current fiscal year. In the event of termination of this Lease, Lessee shall return the equipment to Lessor, in accordance with the terms within the Lease Agreement, in good working condition within fifteen (15) days after termination of this Lease.

If Lessee has not delivered possession of the Equipment to Lessor and conveyed to Lessor or released its interest in the Equipment within fifteen (15) days after termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Lease payments thereafter coming due which are attributable to the number of days after termination during which the Lessee fails to take such actions.

The Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Code. Lessee will file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC. If Lessee does not properly file the above IRS form on a timely basis; or IRS rules that the Lessee does not qualify under Section 103(a) of the Code, then Lessee will pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received.

Lessee: DULUTH PUBLIC SCHOOLS ISD 709

Lessor: All Lines Leasing

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



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PAYMENT SCHEDULE

This Payment Schedule is hereby made a part of a certain Equipment Finance Agreement, # 12836901MSD (the "Agreement") between:

**First Western Bank & Trust dba All Lines Leasing (Financer) and
DULUTH PUBLIC SCHOOLS ISD 709 (Customer)**

The Customer shall make payments to the Financer in the amounts and according to the schedule shown below:

Beginning with the first payment due upon commencement and remaining annual payment due thereafter:

1 Advance payment	\$79,288.99
2 Annual payments	\$79,288.99

Customer: **DULUTH PUBLIC SCHOOLS ISD 709**

By: _____
Authorized Signer with Title



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100 Prairie Center Drive

June 27, 2019

INVOICE

Invoice

#1091824

Customer: DULUTH PUBLIC SCHOOLS ISD 709

Equipment Finance Agreement #12836901MSD

Equipment: SEE EXHIBIT A

Initial Payment	\$79,288.99
One time documentation fee:	\$150.00
Total due immediately:	\$79,438.99

Please remit total due, along with required signed documents to:

**100 Prairie Center Drive
Eden Prairie, MN 55344**

Please either complete EFT for automatic monthly payment withdrawals found in documentation packet or remit future remaining payments to address:

**PO Box 2068
Minot, ND 58702-2068**



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AUTHORIZATION FOR AUTOMATIC PAYMENT WITHDRAWAL

Date: June 27, 2019

Business: **DULUTH PUBLIC SCHOOLS ISD 709**

Agreement Number: 1283690IMSD

I hereby authorize All Lines Leasing to debit my account at the Financial Institution listed below to cover the payments as stated in the following contract:

Note: Please check the applicable box(es) for each action

YES NO

- Initial payment** in the amount of **\$79,438.99** (amount includes documentation fee)
- Regular payments** in the amount of **\$79,288.99**
- Send me an invoice for remaining payments.

I may terminate this authorization by notifying All Lines Leasing, in writing, of our desire to terminate the authorization.

The contract remains subject to terms and conditions of the contract, which are not modified by this authorization.

The below-named bank is authorized to charge my account to cover monthly payments for my contract. I agree that if any payment is not honored, whether intentionally or inadvertently, the bank will be under no liability whatsoever.

Bank Name: _____ Bank Phone # _____

Bank Routing Number: _____ Account Number: _____

Frequency: Annual

Please include a voided check with this authorization form

Authorized Signer (print): _____

Authorized Signature of Account Owner: _____

Authorized Signer Title: _____

Date: _____

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name	2 Issuer's employer identification number		
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite		
4 City, town, or post office, state, and ZIP code	5 Report number (For IRS Use Only) 5		
6 Name and title of officer or legal representative whom the IRS may call for more information	7 Telephone number of officer or legal representative ()		

Part II Description of Obligations Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions) _____	8a
8b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) <u> </u> / <u> </u> / <u> </u>	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles _____	9a
b For leases for office equipment _____	9b 237,966 99
c For leases for real property _____	9c
d For leases for other (see instructions) _____	9d
e For bank loans for vehicles _____	9e
f For bank loans for office equipment _____	9f
g For bank loans for real property _____	9g
h For bank loans for other (see instructions) _____	9h
i Used to refund prior issue(s) _____	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank) _____	9j
k Other _____	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: _____	
13 Vendor's or bank's employer identification number: _____	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here	Issuer's authorized representative _____	Date _____	Type or print name and title _____
	Preparer's signature _____	Date _____	Preparer's SSN or PTIN _____
Paid Preparer's Use Only	Preparer's name (or yours if self-employed), address, and ZIP code _____	EIN _____	Phone no. () _____
	Check if self-employed <input type="checkbox"/>		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev.

Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement

If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

- A cover letter specifically requesting the acknowledgement of this return.
- A copy (or copies, if multiple acknowledgements are requested) of the return being filed, with "Acknowledgement Copy" written across the top of the first page of each copy. For multiple requests, the copies must be stapled together.
- A self-addressed stamped envelope for each acknowledgement receipt recipient.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address. If the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2008 for a single issue issued on March 15, 2008), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2008, enter 01/01/2008).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may

apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Signature

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature,
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form _____ 4 hr., 46 min.
Preparing the form _____ 2 hr., 22 min.
Copying, assembling, and sending the form to the IRS _____ 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File* on page 1.

Duluth Public Schools ISD 709

Exhibit A

Equipment				
Ordean East Middle School				
Item #	Description	Price	Qty	Total
HIL56016	Trident BP6V	\$419.00	3	\$1,257.00
HIL56021	Trident FMD20	\$1,086.31	1	\$1,086.31
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
HIL56085	Trident EX8	\$2,788.00	1	\$2,788.00
Ordean East Middle School Equipment Total:				\$7,276.47

Congdon Elementary School				
Item #	Description	Price	Qty	Total
HIL56016	Trident BP6V	\$419.00	2	\$838.00
HIL56021	Trident FMD20	\$1,086.31	1	\$1,086.31
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
HIL56018	Trident WD21V	\$694.47	1	\$694.47
HIL56085	Trident EX8	\$2,788.00	1	\$2,788.00
Congdon Elementary School Equipment Total:				\$7,551.94

Denfeld High School				
Item #	Description	Price	Qty	Total
HIL56016	Trident BP6V	\$419.00	3	\$1,257.00
HIL56018	Trident WD21V	\$694.47	2	\$1,388.94
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
HIL56021	Trident FMD20	\$1,086.31	1	\$1,086.31
PACKAGE	Trident T26SC+	\$8,441.48	1	\$8,441.48
Denfeld High School Equipment Total:				\$14,318.89

Homecroft Elementary School				
Item #	Description	Price	Qty	Total
HIL56016	Trident BP6V	\$419.00	2	\$838.00
HIL56018	Trident WD21V	\$694.47	1	\$694.47
HIL56021	Trident FMD20	\$1,086.31	1	\$1,086.31
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
HIL56085	Trident EX8	\$2,788.00	1	\$2,788.00
PACKAGE	Trident T26SC+	\$8,441.48	1	\$8,441.48
Homecroft Elementary School Equipment Total:				\$15,993.42

Authorized Signer: _____

Date: _____

Duluth Public Schools ISD 709 Exhibit A

Lowell Elementary School				
Item #	Description	Price	Qty	Total
PACKAGE	Trident T30SC	\$13,395.49	1	\$13,395.49
HIL56021	Trident FMD20	\$1,086.31	1	\$1,086.31
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
HIL56016	Trident BP6V	\$419.00	2	\$838.00
HIL56018	Trident WD21V	\$694.47	1	\$694.47
Lowell Elementary School Equipment Total:				\$18,159.43

Lester Park Elementary School				
Item #	Description	Price	Qty	Total
HIL56018	Trident WD21V	\$694.47	1	\$694.47
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
HIL56016	Trident BP6V	\$419.00	3	\$1,257.00
HIL56085	Trident EX8	\$2,788.00	1	\$2,788.00
PACKAGE	Trident T30SC	\$13,395.49	1	\$13,395.49
Lester Park Elementary School Equipment Total:				\$20,280.12

Piedmont Elementary School				
Item #	Description	Price	Qty	Total
HIL56018	Trident WD21V	\$694.47	1	\$694.47
HIL56016	Trident BP6V	\$419.00	2	\$838.00
HIL56021	Trident FMD20	\$1,086.31	1	\$1,086.31
PACKAGE	Trident T30SC	\$13,395.49	1	\$13,395.49
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
Piedmont Elementary School Equipment Total:				\$18,159.43

Lakewood Elementary School				
Item #	Description	Price	Qty	Total
HIL56018	Trident WD21V	\$694.47	1	\$694.47
HIL56016	Trident BP6V	\$419.00	2	\$838.00
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
Lakewood Elementary School Equipment Total:				\$3,677.63

Authorized Signer: _____

Date: _____

Duluth Public Schools ISD 709 Exhibit A

East High School				
Item #	Description	Price	Qty	Total
PACKAGE	Trident T26SC+	\$8,441.48	1	\$8,441.48
HIL56021	Trident FMD20	\$1,086.31	1	\$1,086.31
HIL56018	Trident WD21V	\$694.47	1	\$694.47
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
HIL56085	Trident EX8	\$2,788.00	1	\$2,788.00
HIL56016	Trident BP6V	\$419.00	5	\$2,095.00
East High School Equipment Total:				\$17,250.42

Lincoln Park Middle School				
Item #	Description	Price	Qty	Total
HIL56018	Trident WD21V	\$694.47	1	\$694.47
HIL56016	Trident BP6V	\$419.00	1	\$419.00
PACKAGE	Trident T30SC	\$13,395.49	1	\$13,395.49
HIL56085	Trident EX8	\$2,788.00	1	\$2,788.00
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
HIL56021	Trident FMD20	\$1,086.31	1	\$1,086.31
Lincoln Park Middle School Equipment Total:				\$20,528.43

Laura MacArthur School				
Item #	Description	Price	Qty	Total
HIL56016	Trident BP6V	\$419.00	2	\$838.00
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
Laura MacArthur School Equipment Total:				\$2,983.16

Lakewood Elementary School				
Item #	Description	Price	Qty	Total
HIL56016	Trident BP6V	\$419.00	3	\$1,257.00
PACKAGE	Trident T30SC	\$13,395.49	1	\$13,395.49
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
Lakewood Elementary School Equipment Total:				\$16,797.65

Authorized Signer: _____
Date: _____

Duluth Public Schools ISD 709 Exhibit A

H.O.C.H.S.				
Item #	Description	Price	Qty	Total
PACKAGE	Trident T26SC+	\$8,441.48	1	\$8,441.48
HIL56018	Trident WD21V	\$694.47	1	\$694.47
HIL56085	Trident EX8	\$2,788.00	1	\$2,788.00
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
H.O.C.H.S. Equipment Total:				\$14,069.11

Stowe Elementary School				
Item #	Description	Price	Qty	Total
HIL56085	Trident EX8	\$2,788.00	1	\$2,788.00
HIL56016	Trident BP6V	\$419.00	1	\$419.00
HIL56019	Trident FMD20 Orb	\$2,145.16	1	\$2,145.16
Stowe Elementary School Equipment Total:				\$5,352.16

Duluth Public Schools ISD 709 Equipment Total:	\$182,398.26
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Duluth Public Schools ISD 709

Exhibit A

Matting

Lakewood Elementary School				
Description	Location	Price	Qty	Total
Super Gator	Loading Dock	\$194.66	1	\$194.66
Lakewood Elementary School Matting Total:				\$194.66

East High School				
Description	Location	Price	Qty	Total
Super Gator	NE Staff Entrance	\$460.80	1	\$460.80
Super Gator	NE Staff Entrance by Mechanical Room	\$335.33	1	\$335.33
Super Gator	Office Staff Entrance	\$122.06	1	\$122.06
Super Gator	N.E. Staff Entrance	\$460.80	1	\$460.80
Super Gator	Office Staff Entrance	\$280.53	1	\$280.53
Super Gator	Rescue Room #3059	\$649.00	1	\$649.00
Super Gator	Rescue Room #3059	\$540.15	1	\$540.15
Super Gator	Upper Steps Main Entrance	\$431.06	1	\$431.06
Super Gator	Main Entry Doors	\$3,424.40	3	\$10,273.20
Super Gator	Main Entrance - Before Steps	\$2,192.20	1	\$2,192.20
Lincoln Park Middle School Matting Total:				\$15,745.13

Stowe Elementary School				
Description	Location	Price	Qty	Total
Super Gator	Front Entrance	\$409.60	1	\$409.60
Super Gator	Front Entrance	\$710.13	1	\$710.13
Super Gator	Door E	\$525.33	1	\$525.33
Super Gator	Door E	\$423.13	1	\$423.13
Super Gator	Door #1	\$1,235.20	1	\$1,235.20
Stowe Elementary School Matting Total:				\$3,303.39

Lincoln Park Middle School				
Description	Location	Price	Qty	Total
Super Gator	Playground	\$634.93	1	\$634.93
Super Gator	Receiving Room	\$280.53	1	\$280.53
Lincoln Park Middle School Equipment Total:				\$915.46

Authorized Signer: _____

Date: _____

Duluth Public Schools ISD 709

Exhibit A

Laura MacArthur School				
Description	Location	Price	Qty	Total
Super Gator	Front Entrance	\$1,141.47	1	\$1,141.47
Super Gator	Entrance	\$544.80	1	\$544.80
Super Gator	Door #3	\$612.20	1	\$612.20
Super Gator	Door #3	\$770.13	1	\$770.13
Super Gator	Door #3	\$244.53	1	\$244.53
Super Gator	Lunchroom	\$178.13	1	\$178.13
Super Gator	Lunchroom	\$213.47	1	\$213.47
Laura MacArthur School Matting Total:				\$3,704.73

Denfeld High School				
Description	Location	Price	Qty	Total
Super Gator	Front Entrance	\$1,496.33	1	\$1,496.33
Super Gator	Entrance #3	\$354.80	1	\$354.80
Super Gator	Gym Entrance	\$814.13	1	\$814.13
Super Gator	Gym Entrance	\$1,557.87	1	\$1,557.87
Super Gator	Gym Entrance	\$869.33	1	\$869.33
Super Gator	Gym Entrance	\$869.33	1	\$869.33
Super Gator	Concession Stand	\$350.13	1	\$350.13
Super Gator	Door #17	\$849.47	1	\$849.47
Super Gator	Door #20	\$1,170.40	3	\$3,511.20
Denfeld High School Matting Total:				\$10,672.59

Piedmont Elementary School				
Description	Location	Price	Qty	Total
Super Gator	Trident WD21V	\$1,562.73	1	\$1,562.73
Super Gator	Trident BP6V	\$686.13	1	\$686.13
Piedmont Elementary School Matting Total:				\$2,248.86

H.O.C.H.S.				
Description	Location	Price	Qty	Total
Super Gator	Office Front Entrance	\$854.13	1	\$854.13
Super Gator	Office Window	\$425.46	1	\$425.46
Super Gator	North Entrance	\$280.53	1	\$280.53
Super Gator	North Lower	\$306.13	1	\$306.13
Super Gator	South Entrance	\$280.53	1	\$280.53
Super Gator	South Lower	\$306.13	1	\$306.13
H.O.C.H.S. Matting Total:				\$2,452.91

Authorized Signer: _____
 Date: _____

Duluth Public Schools ISD 709

Exhibit A

Lowell Elementary School				
Description	Location	Price	Qty	Total
Super Gater	Front Entrance	\$460.80	1	\$460.80
Super Gater	Playground Entrance	\$349.94	1	\$349.94
Super Gater	Hallway by Playground	\$808.00	1	\$808.00
Super Gater	Door #8	\$770.13	1	\$770.13
Super Gater	Door #5	\$274.40	1	\$274.40
Super Gater	Door #5	\$409.60	1	\$409.60
Super Gater	Door #5	\$178.13	1	\$178.13
Lowell Elementary School Matting Total:				\$3,251.00

Homecroft Elementary School				
Description	Location	Price	Qty	Total
Super Gater	Office (inside)	\$382.93	1	\$382.93
Super Gater	Playground Entrance	\$1,198.40	1	\$1,198.40
Super Gater	Door C Entrance	\$457.20	1	\$457.20
Super Gater	Front Entrrance	\$928.40	1	\$928.40
Homecroft Elementary School Matting Total:				\$2,966.93

Myers-Wilkins Elementary School				
Description	Location	Price	Qty	Total
Super Gater	Office (inside)	\$357.33	1	\$357.33
Super Gater	Door #8 Entrance	\$581.40	1	\$581.40
Super Gater	11 th Street Bridge Door	\$319.46	1	\$319.46
Myers-Wilkins Elementary School Matting Total:				\$1,258.19

Rockridge Academy				
Description	Location	Price	Qty	Total
Super Gater	Teacher Entrance	\$272.53	1	\$272.53
Super Gater	Office Main Entrance	\$311.46	1	\$311.46
Super Gater	Office Main Entrance	\$515.86	1	\$515.86
Rockridge Academy Matting Total:				\$1,099.85

Authorized Signer: _____

Date: _____

Duluth Public Schools ISD 709 Exhibit A

Congdon Elementary School				
Description	Location	Price	Qty	Total
Super Gater	Gym Entrance	\$640.40	1	\$640.40
Super Gater	Main Entrance	\$98.55	1	\$98.55
Super Gater	Main Entrance	\$416.93	1	\$416.93
Super Gater	Main Entrance	\$531.46	1	\$531.46
Super Gater	Main Entrance	\$531.46	1	\$531.46
Super Gater	Playground Entrance - Northwest	\$754.26	1	\$754.26
Super Gater	Playground Entrance - Northwest	\$274.40	1	\$274.40
Super Gater	Playground Entrance - Northwest	\$365.80	1	\$365.80
Super Gater	Playground Entrance - NW Bottom of Stairs	\$213.46	1	\$213.46
Super Gater	Playground Entrance - SW Entrance	\$274.40	1	\$274.40
Super Gater	Playground Entrance - SW Entrance	\$365.80	1	\$365.80
Super Gater	Playground Entrance - SW Bottom of Steps	\$213.46	1	\$213.46
Congdon Elementary School Equipment Total:				\$4,680.38

Ordean East Middle School				
Super Gater	Main Office	\$634.93	1	\$634.93
Super Gater	Main Office	\$1,002.66	1	\$1,002.66
Super Gater	Staff Parking Lot	\$486.66	1	\$486.66
Super Gater	Cafeteria Entrance	\$601.60	1	\$601.60
Super Gater	Gym Entrance	\$248.80	1	\$248.80
Ordean East Middle School Matting Total:				\$2,974.65

Duluth Public Schools ISD 709 Matting Total:				\$55,468.73
Duluth Public Schools ISD 709 Equipment Lease Total:				\$237,866.99
Duluth Public Schools ISD 709 Annual Lease Payment:				\$79,288.99

Authorized Signer: _____

Date: _____

LEASE
between
NORTHWOOD CHILDREN'S SERVICES
DULUTH, MINNESOTA
and
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1st day of July, 2019 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee hereby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 4000 West 9th Street, designated as Merritt Creek Academy having a floor space of 24,995 square feet on approximately 60 acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Merritt Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2019, until the 1st day of July, 2022, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

For the years of the lease, commencing July 1, 2019, and ending June 30, 2020, the sum of One hundred three thousand, eight hundred five and 00/100ths Dollars (\$103,805) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto, and for no other use or purpose without the written consent of Lessor, and Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances,

Section 2. Use of Premises - continued.

regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by ISD 709 in accordance with the terms of its charter from Northwood Children's Services shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessee's use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, areas, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.

use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This lease may be canceled and terminated as follow:

- a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.
- b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.

liability insurance, in the amount of or greater than One Million Dollars (\$1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessee's operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise, this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or re-let the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such re-letting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 215 North First Avenue East, Duluth, Minnesota 55802 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessor, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessor addressed to: Northwood Children's Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

NORTHWOOD CHILDREN'S SERVICES
Lessor

INDEPENDENT SCHOOL DISTRICT No. 709
Lessee

Dr. Patrick Johns, Board Chair Date

Rosie Loeffler-Kemp, Board Chair Date

Richard Wolleat, Date
President & Chief Executive Officer

Josh Gorham, Clerk of the Board Date

3. Insurance. Parties shall secure and pay for insurance as follows:
- a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of \$1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.
 - b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by Lessor Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.
4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.
5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.
6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.
7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

Lessor: President & CEO
 Northwood Children's Services
 714 W. College Street
 Duluth, Minnesota 55811

Lessee: Director of Business Services
 Independent School District No. 709
 215 North First Avenue East
 Duluth, Minnesota 55802

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

Lessor/Security Party

Lessee/Debtor

Northwood Children’s Services
714 West College Street
Duluth, Minnesota 55811

Independent School District No. 709
215 North First Avenue East
Duluth, Minnesota 55802

LESSOR:

LESSEE:

Dr. Patrick Johns, Board Chair Date

Rosie Loeffler-Kemp, Board Chair Date

Richard Wolleat, President & CEO Date

Josh Gorham, Clerk of the Board Date

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
Area Learning Center	Narcotics Anonymous	\$30.00	ALC Students	Use of the gym (monthly donation)
Congdon	Congdon Park PTA	\$15,264.00	Cafeteria tables	
Congdon	Congdon Park PTA	\$6,158.00	Field trips and bus costs	
Curriculum	Barnes and Noble	In Kind	E-Squared	Robotics Starter Set by Tinker Bots
Denfeld	Jason Vizanko	In Kind	Automotive Class	2000 Jeep Grand Cherokee
Denfeld	Sherri Plesko	In Kind	Automotive Class	2002 Buick Century
Denfeld	Judy Miner	In Kind	Automotive Class	2011 Ford Escape
Denfeld	Robert Gagne	In Kind	Automotive Class	2004 Malibu Maxx
Denfeld	Terrance Sedey	In Kind	Automotive Class	2005 Buick Century
Headstart	Jane Killough	\$50.00	None	
Laura MacArthur	Anonymous	\$265.00	None	
Laura MacArthur	Anonymous	\$50.00	Wolf Ridge	\$50.00 for student for 5th grade Wolf Ridge trip
Laura MacArthur	Anonymous	\$350.00	General use	
Lester Park	LP Foundation	In Kind	Lester Park School Playground	New Playground Spinner
Lester Park	Lester Park PTA	\$1,900.00	\$100 for each classroom	Field trip bus expenses
Lincoln Park	Jillian Marholz	In Kind	None	Misc school supplies

Lowell	Tom Malone & Students/Harbor City School	In Kind	None	They provided entertainment and square-dancing during Lowell's Grandparent's Day
Lowell	PTA, Jessica Betts/Treasurer	\$\$ Unknown	Field trips	Lowell's PTA covered several class field trip charges, some admission, some busing
Myers-Wilkins	Anonymous	\$3,400.00	Unpaid lunch balances at Myers-Wilkins	Donor would like to remain anonymous
Myers-Wilkins	Duluth Mayor's Office	\$100.00	World Beat Drumming	Drummers performed at Mayor's State of the City Address
Myers-Wilkins	Box Tops for Education	\$137.30	None	
Ordean-East	Minnesota Council of Teachers of Mathematics	\$1,500.00	Robotics Club supplies	
Special Services - ASD	Autism Association	\$2,100.00		Chromebooks for use in classrooms
Stowe	Old Chicago Pizza	In Kind	For staff	Old Chicago Pizza selected 2 staff members receive "Pizza for a Year" and also some great coupons for all
Stowe	HarborTown Rotary	\$1,000.00	Use for Playscape at Stowe	

RESOLUTION
Authorized Bank Account Signer – July 2019

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

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
East	Northshore Northshore DTCU	XXXXXX9 XXXXXX2 XXXX6		Barbara Switzer
Merritt Creek Academy	HPCU	XXXX0		Denise Clairmont
Rockridge Academy	HPCU	XXXX1		Denise Clairmont
Lincoln Park	Park State Bank	XXXXXX0 XXXXXX5 XXXXX9 XXXXXX5		Brenda Vatthauer

RESOLUTION

Approving Ten-Year Capital Facilities Plan – FY2021 Update

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Ten-Year Capital Facilities Plan – FY21 Update, is approved.



July 16, 2019

FY21

LONG TERM
FACILITIES
MAINTENANCE

TEN-YEAR PLAN



Fiscal Year (FY) 2021 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

General Information: Minnesota school districts, intermediate school districts and cooperatives applying for Long-Term Facilities Maintenance (LTFM) revenue under Minnesota Statutes, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2019. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District or Cooperative:	District Number and Type:	Date Submitted:
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Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2021 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
4. All actual expenditures to be reported in UFARS for FY 2021 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. § 127A.411, subd. 3).
6. The district’s plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. § 121A.335).

Certification of Statement of Assurances

A Statement of Assurances submitted by a single district must be signed by the district superintendent. A Statement of Assurances submitted by an intermediate school district or cooperative must be signed by the intermediate district superintendent or cooperative director.

Signature – Superintendent or Cooperative Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
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JULY 16, 2019

BOARD
MINUTES

RESOLUTION**Approving Ten-Year Capital Facilities Plan – FY21 Update**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Ten-Year Capital Facilities Plan – FY21 Update, is approved.

Resolution #

July 16, 2019

LONG TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

Presented to the Duluth School Board

July 16, 2019

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

**All contents contained within are governed by MN STATUTES, section
123B.595.**

CONTENTS

Administrative Summary

Section 1 Long Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

Section 2 Long Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

LONG TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

Presented to the Duluth School Board

July 16, 2019

The School Board adopted the first Capital Facilities Plan, now known as the Long Term Facilities Maintenance Ten-Year Plan, in February 1996. Projects are in some cases required by building official order or recommended with input from the following:

1. The State Fire Marshal's orders.
2. Proposals from building principals and staff related to their needs.
3. Projects identified through Facilities Management Department assessments.
4. Projects identified through District Administration or School Board directives.

The purpose of this plan is to create a comprehensive, consistent, and continuous means through which the District will identify and budget for projects required to preserve our facilities capacity, and provide functional, safe and healthy spaces for learning.

In the attached, FY-19 "Actual" is included for MDE reconciliation, and is current as of July 1st, 2019; FY-20 is "Amended" to capture updated project planning. FY-21 is the project year that will be funded by action the School Board takes when approving and certifying the levy this December. Subsequent years are planned projects, however, this document is fluid and those planned projects are subject to change.

The Plan is generally formatted from left to right starting with the identification of the building to which the project is associated:

- Under the column heading "SITE," the building name is listed.
- Next, under the column heading "WORK ITEM DESCRIPTION" the project is further defined.
- Projects are categorized by Finance Code per MDE and are: 347=Physical Hazards, 349=Other Hazardous Materials, 352=Environmental Health and Safety Management, 358=Asbestos Removal and Encapsulation, 363= Fire Safety, 366= Indoor Air Quality, 367= Accessibility, 368= Building Envelope, 369= Building Hardware and Equipment, 370= Electrical, 379= Interior Surfaces, 380= Mechanical Systems, 381= Plumbing, 382= Professional Services and Salary, 383= Roof Systems, 384= Site Projects.
- The Fiscal Year or budget year at the top of a page (FY) identifies when the project is proposed to occur. FY21 encompasses July 1, 2020 to June 30, 2021; FY22 encompasses July 1, 2021 to June 30, 2022, and so on.
- Eligible projects are "...deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities..."
- Capital expenditures are defined as projects that exceed \$10,000. Maintenance projects are identified items of \$10,000 or less. Merriam Webster dictionary defines "maintain" as a verb: to keep in an existing state (as of repair, efficiency, or validity): preserve from failure or decline. Minnesota Statutes, section 123B.595 language makes eligible deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities.

- Cost figures shown are best estimates and will be refined with further investigation and design. Estimates generally include a 10 percent escalation for contingency.

Project Prioritization

From the plan inception, projects are incorporated based on their need relative to impact on the integrity of the exterior envelope of the building or the building structure, their impact on safety and health, and function or needs that do not fit into the first two categories.


Other facilities information to consider relative to the plan:

1. The current replacement value of the District's capital facilities infrastructure is estimated at roughly **\$675 million dollars**. The District maintains approximately 2.2 million square feet of building floor area. Recent construction experience indicates our school facilities would cost approximately \$300 per square foot to rebuild. If provided with proper maintenance and repair, it is reasonable to expect that most of the Duluth school buildings will provide adequate educational program space for a total of at least 50 to 75 years.
2. The current average age of the District's facilities is approximately 44 years considering only those building currently used by the District.
3. Generally accepted guidelines indicate the average annual maintenance and repair budget for a typical school in Minnesota should be approximately \$2 to \$3 per square foot per year. With this basis applied to all of our facilities, the District should be spending roughly between **\$4.4 and \$6.5 million per year** on maintenance and repair factoring a 50 year service life.

Per MDE LTFM Guidelines for July 2019 Submission:

Information from this year's plan submission will be used to determine initial LTFM aids and levies for fiscal year (FY) 2021 and to adjust LTFM revenues for FY 2019 and FY 2020.

The expenditure ten-year spreadsheet summarizes the district's planned expenditures eligible for LTFM revenue for Fiscal Year FY 2019 (base year) – FY 2029 by UFARS finance code. As FY 2019 is a revised estimate for the ten-year plan approved and levied for last year, districts should focus primarily on updating the planned expenditures for FY 2020 and FY 2021. Planned expenditures for FY 2022 through FY 2029 may be preliminary projected estimates. Data for FY 2019 may also be revised in the spreadsheet to reflect preliminary, actual expenditures.

 Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266		Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only										ED - 02478-05
Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.												
District Info.		Enter Information		District Info.		Enter Information						
District Name:		Duluth Public Schools		Date:		7/16/2019						
District Number:		709		Email:		david.spooner@isd709.org						
District Contact Name:		David J. Spooner										
Contact Phone #		218-336-8907										
Fiscal Year (FY) Ending June 30												
Expenditure Categories		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	Category (1)											
347	Physical Hazards	\$25,309	\$59,052	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802
349	Other Hazardous Materials	\$48,505	\$12,836	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000
352	Environmental Health and Safety Management	\$105,468	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
358	Asbestos Removal and Encapsulation	\$1,600	\$5,890	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290
363	Fire Safety	\$85,239	\$121,722	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758
366	Indoor Air Quality	\$6,738	\$500	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150
Total Health and Safety Capital Projects		\$272,859	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year												
Finance Code	Category (2)											
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$350,000	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$350,000	\$1,050,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0
Total Health and Safety Capital Projects \$100,000 or More		\$0	\$350,000	\$0	\$350,000	\$1,050,000	\$0	\$2,300,000	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	Category (3)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner. (No new appropriations for this category FY 2020 - beyond.)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility												
Finance Code	Category (4)											
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	Category (5)											
368	Building Envelope	\$29,809	\$0	\$750,000	\$900,000	\$200,000	\$24,000,000	\$0	\$0	\$0	\$0	\$1,800,000
369	Building Hardware and Equipment	\$12,712	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
370	Electrical	\$22,693	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces	\$197,754	\$600,000	\$0	\$0	\$0	\$0	\$0	\$11,000,000	\$500,000	\$1,200,000	\$650,000
380	Mechanical Systems	\$119,386	\$25,000	\$0	\$0	\$0	\$0	\$4,750,000	\$0	\$0	\$0	\$0
381	Plumbing	\$62,795	\$0	\$0	\$0	\$0	\$0	\$6,450,000	\$0	\$0	\$0	\$0
382	Professional Services and Salary	\$1,136,399	\$1,328,827	\$1,328,827	\$1,328,827	\$1,328,827	\$0	\$0	\$0	\$0	\$0	\$0
383	Roof Systems	\$176,228	\$0	\$1,100,000	\$0	\$0	\$800,000	\$0	\$325,000	\$0	\$0	\$0
384	Site Projects	\$589,151	\$1,070,000	\$0	\$0	\$300,000	\$1,075,000	\$0	\$0	\$450,000	\$650,000	\$0
Total Deferred Capital Expense and Maintenance		\$2,346,927	\$3,023,827	\$3,178,827	\$2,228,827	\$2,028,827	\$25,875,000	\$11,200,000	\$11,325,000	\$950,000	\$1,850,000	\$2,750,000
Total Annual 10-Year Plan Expenditures		\$2,619,786	\$3,773,827	\$3,578,827	\$2,978,827	\$3,478,827	\$26,275,000	\$13,900,000	\$11,725,000	\$1,350,000	\$2,250,000	\$3,150,000
End of Worksheet											TEN YR TOTAL	\$75,080,093



July 16, 2019

FY21

LONG TERM
FACILITIES
MAINTENANCE

TEN-YEAR PLAN

SECTION 1

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY YEAR

JULY 1, 2019 TO JUNE 30, 2029

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 16, 2019

BUDGET YEAR ACTUAL FY19 AS OF JULY 2, 2019 (INCLUDED FOR REFERENCE)

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	FUND BALANCE AS OF 7/1/2018	\$343,062
	LEVY 2017 (PAY 2018)	\$2,807,466
	TOTAL REVENUE	\$3,150,528
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit - ACTUAL AS OF JUNE 28, 2019	\$1,006,335
DISTRICT WIDE	Health and Safety Management	\$105,468
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$142,227
DISTRICT WIDE	Radon Testing Per MN State Statute	\$25,164
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$236,569
DISTRICT WIDE	Rubber Mulch Replacment - FINAL PAY APPS (FY18 PROJECT)	\$48,075
DISTRICT WIDE	Notice of Intended Projects for FY20	\$156
DENFELD	Boiler room isolation valve replacement	\$40,641
DENFELD	Architectural Fee Services - Plaster Restoration	\$14,800
DENFELD	Arch Fee Services - PSS Track ***	\$75,635
HOCHS	HOCHS Professional Services Audit Mech/Elec/Arch	\$23,900
HOCHS	HOCHS Roof Tile Repair	\$11,339
LPMS	Repair failed pool basin finish and replace degraded filtration media	\$23,501
ORDEAN EAST	26 yr Old Gym Floor Refinish & Gym Curtain	\$75,860
LOWELL	Repair degraded and leaking masonry wall	\$26,975
STOWE	Stowe sign masonry repair	\$8,011
DENFELD	PAY APP #1 - FY20 PROJECT - Replace failed stairwell ceiling finishes	\$57,767
DENFELD	PAY APP #1 - FY20 PROJECT - Repair / Perform soil corrections / Reconstruct Track	\$165,537
LAKESWOOD	Roof System: Replace Roof continuation - Bond Funded Project	\$146,357
ROCKRIDGE	Renovation - Academy - Bond Funded Project	\$368,969
ROCKRIDGE	Replace damaged gym floor tile - Bond Funded Project	\$16,500
	TOTAL FY19 LTFM EXPENDITURES	\$2,619,786
	TOTAL FY19 LTFM EXPENDITURES WITHOUT BOND FUNDED PROJECTS	\$2,087,960
	BALANCE AVAILABLE - FUND BALANCE FOR FY20	\$1,062,568

BUDGET YEAR AMENDED FY20 - ORIGINAL APPROVAL JULY 17, 2018

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	FUND BALANCE 7/1/2019	\$1,062,568
	LEVY 2018 (PAY 2019)	\$3,476,757
	FY18 LTFM Unequal Levy Adj	\$415,000
	FY17 Reconciliation	(\$179,282)
	TOTAL REVENUE	\$4,775,043
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$200,000
DENFELD	Repair / Perform soil corrections / Reconstruct Track	\$1,000,000
HOCHS	Fire Alarm Systems: Outdated System	\$350,000

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY YEAR

JULY 1, 2019 TO JUNE 30, 2029

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 16, 2019

HOCHS	Bituminous Repair 1st Ave East Owned Lot	\$50,000
ORDEAN EAST	Replace degraded pool filtration media	\$25,000
DENFELD	Replace failed stairwell ceiling finishes	\$600,000
MYERS-WILKINS	Replace failed concrete slab / sidewalk at bridge entrance	\$20,000
	TOTAL FY20 LTFM EXPENDITURES	\$3,773,827
	BALANCE AVAILABLE - FUND BALANCE FOR FY21	\$1,001,216

BUDGET YEAR **FY21 CURRENT BOARD APPROVAL YEAR**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	FUND BALANCE 7/1/2020	\$1,001,216
	LEVY 2019 (PAY 2020)	\$3,476,757
	FY18 Reconciliation	(\$163,780)
	TOTAL REVENUE	\$4,314,193
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$200,000
ROCKRIDGE	Roof System: Replace Roof	\$1,100,000
CONGDON	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$750,000
	TOTAL FY21 LTFM EXPENDITURES	\$3,578,827
	BALANCE AVAILABLE - FUND BALANCE FOR FY22	\$735,366

BUDGET YEAR FY22

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	FUND BALANCE 7/1/2021	\$735,366
	LEVY 2020 (PAY 2021)	\$3,476,757
	FY19 Reconciliation	(\$1,062,568)
	TOTAL REVENUE	\$3,149,555
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$200,000
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$900,000
STOWE	HVAC: Ductwork Cleaning	\$350,000
	TOTAL FY22 LTFM EXPENDITURES	\$2,978,827
	BALANCE AVAILABLE - FUND BALANCE FOR FY23	\$170,728

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY YEAR

JULY 1, 2019 TO JUNE 30, 2029

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 16, 2019

BUDGET YEAR FY23

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2022</i>	<i>\$170,728</i>
	<i>LEVY 2021 (PAY 2022)</i>	<i>\$3,476,757</i>
	<i>FY20 Reconciliation</i>	<i>(\$1,001,216)</i>
	<i>TOTAL REVENUE</i>	<i>\$2,646,269</i>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$200,000
HOMECROFT	Replace un-serviceable door hardware and electronic components	\$50,000
LAKESWOOD	Replace un-serviceable door hardware and electronic components	\$50,000
LOWELL	Replace un-serviceable door hardware and electronic components	\$50,000
ORDEAN EAST	Exterior Door Replacement	\$200,000
STOWE	Replace un-serviceable door hardware and electronic components	\$50,000
LAKESWOOD	HVAC: Ductwork Cleaning	\$350,000
HOMECROFT	HVAC: Ductwork Cleaning	\$350,000
LOWELL	HVAC: Ductwork Cleaning	\$350,000
LESTER PARK	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	TOTAL FY23 LTFM EXPENDITURES	\$3,478,827
	BALANCE AVAILABLE - FUND BALANCE FOR FY24	(\$832,558)

BUDGET YEAR FY24

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2023</i>	<i>(\$832,558)</i>
	<i>LEVY 2022 (PAY 2023)</i>	<i>\$3,476,757</i>
	<i>FY21 Reconciliation</i>	<i>(\$735,366)</i>
	<i>TOTAL REVENUE</i>	<i>\$1,908,834</i>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
HOCHS	Restore Building Envelope as per Inspec Audit	\$24,000,000
HOCHS	Vehicular Paving: Resurface Asphalt Parking Lots	\$375,000
CONGDON	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
HOMECROFT	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$400,000
EAST HS	Roof System: Replace Roof - South Class Rooms 1994	\$350,000
EAST HS	Roof System: Replace Roof - Music Wing	\$200,000
TRANSPORTATION	Roof System: Replace Roof	\$250,000
	TOTAL FY24 LTFM EXPENDITURES	\$26,275,000
	BALANCE AVAILABLE - FUND BALANCE FOR FY25	(\$24,366,166)

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY YEAR

JULY 1, 2019 TO JUNE 30, 2029

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 16, 2019

BUDGET YEAR FY28

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2027</i>	<i>(\$41,081,623)</i>
	<i>LEVY 2026 (PAY 2027)</i>	<i>\$3,476,757</i>
	<i>FY25 Reconciliation (No unexpended balance projected)</i>	
	TOTAL REVENUE	(\$37,604,866)
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
HOMECROFT	Wall Finishes: Paint Interior	\$400,000
LOWELL	Wall Finishes: Paint Interior	\$400,000
LOWELL	Paving Overlay	\$250,000
EAST HS	Expand Stadium Seating from 2,000 to 2,500	\$400,000
CONGDON	Floor Finishes: Replace Linoleum Tile	\$400,000
	TOTAL FY28 LTFM EXPENDITURES	\$2,250,000
	BALANCE AVAILABLE - FUND BALANCE FOR FY29	(\$39,854,866)

BUDGET YEAR FY29

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2028</i>	<i>(\$39,854,866)</i>
	<i>LEVY FY 2027 (PAY FY 2028)</i>	<i>\$3,476,757</i>
	<i>FY26 Reconciliation (No unexpended balance projected)</i>	
	TOTAL REVENUE	(\$36,378,109)
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
OEMS	Auditorium: Seating, aisle lights, carpet, paint	\$300,000
OEMS	Wall Finishes: Interior Plaster Repair	\$650,000
OEMS	Window Replacement	\$850,000
DENFELD	Exterior Walls: Wall Restoration Roof Level	\$950,000
	TOTAL FY29 LTFM EXPENDITURES	\$3,150,000
	BALANCE AVAILABLE - FUND BALANCE FOR FY29	(\$39,528,109)
	TOTAL LTFM EXPENDITURES FY19-FY29	\$75,080,093
	TOTAL LTFM EXPENDITURES WITHOUT BOND FUNDED PROJECTS FY19-FY29	\$74,548,267



July 16, 2019

FY21

LONG TERM
FACILITIES
MAINTENANCE

TEN-YEAR PLAN

SECTION 2

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY SITE

JULY 1, 2019 TO JUNE 30, 2029

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 16, 2019

CONGDON ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY21	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$750,000
	FY21 TOTAL	\$750,000
FY22	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$900,000
	FY22 TOTAL	\$900,000
FY24	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	FY24 TOTAL	\$300,000
FY28	Floor Finishes: Replace Linoleum Tile	\$400,000
	FY28 TOTAL	\$400,000
	10 YR TOTAL	\$2,350,000

DENFELD HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Boiler room isolation valve replacement	\$40,641
FY19	Architectural Fee Services - Plaster Restoration	\$14,800
FY19	Arch Fee Services - PSS Track ***	\$75,635
FY19	PAY APP #1 - FY20 PROJECT - Replace failed stairwell ceiling finishes	\$57,767
FY19	PAY APP #1 - FY20 PROJECT - Repair / Perform soil corrections / Reconstruct Track	\$165,537
	FY19 TOTAL	\$354,380
FY20	Repair / Perform soil corrections / Reconstruct Track	\$1,000,000
FY20	Replace failed stairwell ceiling finishes	\$600,000
	FY20 TOTAL	\$1,600,000
FY29	Exterior Walls: Wall Restoration Roof Level	\$950,000
	FY29 TOTAL	\$950,000
	10 YR TOTAL	\$2,904,380

DISTRICT WIDE

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	LTFM Compliant In District Employee Salary and Benefit - ACTUAL AS OF JUNE 28, 2019	\$1,006,335
FY19	Health and Safety Management	\$105,468
FY19	Environmental Health and Safety Projects District-Wide	\$142,227
FY19	Radon Testing Per MN State Statute	\$25,164
FY19	LTFM COMPLIANT Maintenance/Repairs - T&M	\$236,569
FY19	Rubber Mulch Replacment - FINAL PAY APPS (FY18 PROJECT)	\$48,075
FY19	Notice of Intended Projects for FY20	\$156
	FY19 TOTAL	\$1,563,994
FY20	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
FY20	Health and Safety Management	\$200,000
FY20	Environmental Health and Safety Projects District-Wide	\$200,000
FY20	LTFM COMPLIANT Maintenance/Repairs - T&M	\$200,000
	FY20 TOTAL	\$1,728,827
FY21	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY SITE

JULY 1, 2019 TO JUNE 30, 2029

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 16, 2019

DISTRICT WIDE

FY21	Health and Safety Management	\$200,000
FY21	Environmental Health and Safety Projects District-Wide	\$200,000
FY21	LTFM COMPLIANT Maintenance/Repairs - T&M	\$200,000
	FY21 TOTAL	\$1,728,827
FY22	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
FY22	Health and Safety Management	\$200,000
FY22	Environmental Health and Safety Projects District-Wide	\$200,000
FY22	LTFM COMPLIANT Maintenance/Repairs - T&M	\$200,000
	FY22 TOTAL	\$1,728,827
FY23	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
FY23	Health and Safety Management	\$200,000
FY23	Environmental Health and Safety Projects District-Wide	\$200,000
FY23	LTFM COMPLIANT Maintenance/Repairs - T&M	\$200,000
	FY23 TOTAL	\$1,728,827
FY24	Health and Safety Management	\$200,000
FY24	Environmental Health and Safety Projects District-Wide	\$200,000
	FY24 TOTAL	\$400,000
FY25	Health and Safety Management	\$200,000
FY25	Environmental Health and Safety Projects District-Wide	\$200,000
	FY25 TOTAL	\$400,000
FY26	Health and Safety Management	\$200,000
FY26	Environmental Health and Safety Projects District-Wide	\$200,000
	FY26 TOTAL	\$400,000
FY27	Health and Safety Management	\$200,000
FY27	Environmental Health and Safety Projects District-Wide	\$200,000
	FY27 TOTAL	\$400,000
FY28	Health and Safety Management	\$200,000
FY28	Environmental Health and Safety Projects District-Wide	\$200,000
	FY28 TOTAL	\$400,000
FY29	Health and Safety Management	\$200,000
FY29	Environmental Health and Safety Projects District-Wide	\$200,000
	FY29 TOTAL	\$400,000
	10 YR TOTAL	\$10,879,301

EAST HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY24	Roof System: Replace Roof - South Class Rooms 1994	\$200,000
FY24	Roof System: Replace Roof - Music Wing	\$350,000
	FY24 TOTAL	\$550,000
FY26	Roof System: Replace Roof - Pool/Gym 1994 Addition	\$325,000
	FY26 TOTAL	\$325,000
FY28	Expand Stadium Seating from 2,000 to 2,500	\$400,000
	FY28 TOTAL	\$400,000
	10 YR TOTAL	\$1,275,000

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
PROJECTS BY SITE
JULY 1, 2019 TO JUNE 30, 2029
PENDING DULUTH SCHOOL BOARD APPROVAL JULY 16, 2019

HOCHS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	HOCHS Professional Services Audit Mech/Elec/Arch	\$23,900
FY19	HOCHS Roof Tile Repair	\$11,339
	FY19 TOTAL	\$35,239
FY20	Fire Alarm Systems: Outdated System	\$350,000
FY20	Bituminous Repair 1st Ave East Owned Lot	\$50,000
	FY20 TOTAL	\$400,000
FY24	Restore Building Envelope as per Inspec Audit	\$24,000,000
FY24	Vehicular Paving: Resurface Asphalt Parking Lots	\$375,000
	FY24 TOTAL	\$24,375,000
FY25	Renovate and upgrade all Mechanical, Electrical, and HVAC systems	\$13,500,000
	FY25 TOTAL	\$13,500,000
FY26	Restore Interior Finishes as per Audit	\$11,000,000
	FY26 TOTAL	\$11,000,000
	10 YR TOTAL	\$49,310,239

HOMECROFT ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
FY23	HVAC: Ductwork Cleaning	\$350,000
	FY23 TOTAL	\$400,000
FY24	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$400,000
	FY24 TOTAL	\$400,000
FY27	Vehicular Paving: North and West Parking Overlay	\$250,000
	FY27 TOTAL	\$250,000
FY28	Wall Finishes: Paint Interior	\$400,000
	FY28 TOTAL	\$400,000
	10 YR TOTAL	\$1,450,000

LAKWOOD ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Roof System: Replace Roof continuation - Bond Funded Project	\$146,357
	FY19 TOTAL	\$146,357
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
FY23	HVAC: Ductwork Cleaning	350000
	FY23 TOTAL	\$400,000
FY27	Wall Finishes - Paint Interior	\$250,000
	FY27 TOTAL	\$250,000
	10 YR TOTAL	\$796,357

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY SITE

JULY 1, 2019 TO JUNE 30, 2029

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 16, 2019

LESTER PARK ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY23	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	FY23 TOTAL	\$300,000
	10 YR TOTAL	\$300,000

LINCOLN PARK MS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Repair failed pool basin finish and replace degraded filtration media	\$23,501
	FY19 TOTAL	\$23,501
	10 YR TOTAL	\$23,501

LOWELL ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Repair degraded and leaking masonry wall	\$26,975
	FY19 TOTAL	\$26,975
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
FY23	HVAC: Ductwork Cleaning	\$350,000
	FY23 TOTAL	\$400,000
FY28	Wall Finishes: Paint Interior	\$400,000
FY28	Paving Overlay	\$250,000
	FY28 TOTAL	\$650,000
	10 YR TOTAL	\$1,076,975

MYERS-WILKINS ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY20	Replace failed concrete slab / sidewalk at bridge entrance	\$20,000
	FY18 TOTAL	\$20,000
	10 YR TOTAL	\$20,000

ORDEAN MS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	26 yr Old Gym Floor Refinish & Gym Curtain	\$75,860
	FY19 TOTAL	\$75,860
FY20	Replace degraded pool filtration media	\$25,000
	FY20 TOTAL	\$25,000
FY23	Exterior Door Replacement	\$200,000
	FY23 TOTAL	\$200,000
FY29	Auditorium: Seating, aisle lights, carpet, paint	\$300,000
FY29	Wall Finishes: Interior Plaster Repair	\$650,000
FY29	Window Replacement	\$850,000
	FY23 TOTAL	\$1,800,000
	10 YR TOTAL	\$2,100,860

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY SITE

JULY 1, 2019 TO JUNE 30, 2029

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 16, 2019

ROCKRIDGE

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Renovation - Academy - Bond Funded Project	\$368,969
FY19	Replace damaged gym floor tile - Bond Funded Project	\$16,500
	FY19 TOTAL	\$385,469
FY21	Roof System: Replace Roof	\$1,100,000
	FY21 TOTAL	\$1,100,000
	10 YR TOTAL	\$1,485,469

STOWE ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Stowe sign masonry repair	\$8,011
	FY19 TOTAL	\$8,011
FY22	HVAC: Ductwork Cleaning	\$350,000
	FY22 TOTAL	\$350,000
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	FY23 TOTAL	\$50,000
FY27	Wall Finishes - Paint Interior	\$250,000
FY27	Concrete Entrance Walk Replacement	\$200,000
	FY27 TOTAL	\$450,000
	10 YR TOTAL	\$858,011

TRANSPORTATION

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY24	Roof System: Replace Roof	\$250,000
	FY24 TOTAL	\$250,000
	10 YR TOTAL	\$250,000

TOTAL 10 YR LTFM PROJECT EXPENDITURES **\$75,080,093**

**Expenditure Contracts Signed
June 2019**

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

Name	Amount (not to exceed)	Contract Source (*how paid for)	Description
Nicholas Deshaw	\$2,500.00	American Indian Education (DR)	Lead indigenous games sessions for summer program
Joseph Montano, Sr	\$9,000.00	American Indian Education (DR)	Provide weekly classes on Ojibwe style moccasin game; plan community event around game Amend original contract to increase the not to exceed amount from \$5,000.00
IXL Learning	\$12,225.00	Congdon (DR)	Subscription for personalized student learning and professional learning services for three years (math, language arts, science and social studies)
CPM Educational Program	\$3,500.00	Curriculum (DR)	Textbook pilot program (fee applied to any purchases made)
The Math Learning Center	\$3,000.00	Curriculum (DR)	Workshop on Bridges Intervention, grades K-5, for 30 attendees
University of Minnesota	\$6,275.00	Curriculum (DR)	Workshop and materials covering PRESS tier 2 review and making decisions with progress monitoring data for 50 attendees
Architectural Resources Inc (ARI)	\$14,500.00	Facilities (DR)	Design and professional services to Lincoln Park bathroom
Twin Ports Testing, Inc.	\$15,045.00	Facilities (DR)	For base quote on asbestos 3 year re-inspection and sampling (additional charge of \$32/sample)
YWCA	\$12,000.00	Head Start (DR)	Full day, full year childcare
Lifetouch	\$1,550.00	Lakewood (SAF)	Yearbooks
Concordia Community Arts Playcare	\$1,100.00	Special Services (DU)	Preschool planning as required by IEP Increase not to exceed amount from \$840.00

Concordia Community Arts Playcare	\$3,870.00	Special Services (DU)	Preschool planning as required by IEP
Arrowhead Regional Computing Consortium	\$1,887.20	Technology (DU)	E-Rate support

*** 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 7th day of June, 2019__, by and between Independent School District #709, a public corporation, hereinafter called District, and Nicholas Deshaw__, 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 here or attach as appropriate)*

Lead Indigenous games sessions for the Duluth American Indian Education Summer Program, and assist with program activities, trips, supervision, and coordination of daily schedule. Attend and complete summer program starting Monday June 10th, 2019 to Thursday June 27th, 2019.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 7, 2019__ and shall remain in effect until June 28, 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 or attach a list of programs/services to be performed by contractor)*
see attached

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$ 2500.00_____.

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

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

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

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

7. **Ownership of Materials.** The District reserves the right 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, the 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 compensation, 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: _____, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Nicholas Deshaw , 4305 W. 6th St. upper unit Duluth MN 55807

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 Workers' 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 the 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. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

Duluth American Indian Education Summer Program

Dates & Times: Monday June 10th - Thursday June 27th, 2018
 see schedule
 Location: Laura Mac Elementary School 720 N. Central Ave.
 Duluth, 55807 Free parking in the front of the building.

The activities are being offered through the Duluth American Indian Education Program, for students K - 8th grade. Students K-5 must be accompanied and supervised by an adult 18 or over. Bus Passes will be provided and registration is necessary.

Please sign the attached permission slip and return it to the American Indian Education office or the American Indian Home School Liaison at your child's school by Friday June 7, 2018.

Jamie de la Cruz - Myers-Wilkins / Lowell
 218-336-8880 x 1230

jamie.delacruz@isd709.org

Babette Sandman - Piedmont/Lincoln Pk.
 218-336-8950 x 3274

babette.sandman@isd709.org

Susanna Miller - Laura Mac / Stowe
 218-336-8965 x 3148

susanna.miller@isd709.org

Amanda Horton - Ordean / East HS
 218-336-8845 x 1002

amanda.horton@isd709.org

Week 1 Monday June 10

Laura Mac / meet in cafeteria

9-10 am Free breakfast in cafeteria

10-12 Northern Indigenous Games

Field across street in front of Laura Mac

12 - 1 pm Lunch / Provided

1-3 pm Afternoon session Activity TBA

Tuesday June 11th

Laura Mac / Meet in cafeteria

9-10 am Free breakfast in cafeteria

10 am Leave to Chester Creek

10:30 - 12 Indigenous Games

12 - 1 pm Lunch / Provided

1 - 2:30pm Nature Hikes / Birch Bark activity

2:30-3 pm Leave / return Laura Mac

Wednesday June 12th

Laura Mac / meet in cafeteria

9-10 am Breakfast in cafeteria

10-12 Indigenous Games

Field across street in front of Laura Mac

12-1 pm Lunch / Provided

1-3 pm Birch Bark Art

Thursday June 13th

Laura Mac / meet in cafeteria

9-10 am Breakfast in cafeteria

10-12 Indigenous Games

Field across street in front of Laura Mac

12 - 1 pm Lunch / Provided

1 - 3 pm Activity To Be Announced

Week 2**Monday June 17**

Laura Mac / meet in cafeteria
 9-10 am Free breakfast in cafeteria
 10-12 Northern Indigenous Games
 Field across street in front of Laura Mac
 12 - 1 pm Lunch / Provided
 1 - 3 pm Afternoon session Activity TBA

Tuesday June 18th

Laura Mac / Meet in cafeteria
 9-10 am Free breakfast in cafeteria
 10 - 12 Indigenous Games
 Field across street in front of Laura Mac
 12 - 1 pm Lunch / Provided
 1 - 3 pm Gardening Activity

Wednesday June 19th

Laura Mac / meet in cafeteria
 9 - 10 am Breakfast in cafeteria
 10 am Leave to Lester Park
 10:30 - 12 Indigenous Games/Nature Play
 12 - 1 pm Lunch / Provided
 1 - 2:30 Art Activities/ Nature Walk
 2:30-3 pm Leave / Return to Laura Mac

Thursday June 20th

Laura Mac / meet in cafeteria
 9 - 10 am Breakfast in cafeteria
 10 - 12 Indigenous Games
 Field across street in front of Laura Mac
 12 - 1 pm Lunch / Provided
 1 - 3 pm Art Activity To Be Announced

Week 3**Monday June 24th**

Laura Mac / meet in cafeteria
 9-10 am Breakfast in cafeteria
 10-12 Indigenous Games
 Field across street in front of Laura Mac
 12 - 1 pm Lunch / Provided
 1 - 3 pm Beading Activity

Tuesday June 25th

Laura Mac / meet in cafeteria
 9-10 am Breakfast in cafeteria
 10 am Leave for FDL Museum
 10:30 - 12 FDL Museum / Forestry
 12-1 pm Lunch / Provided
 1 - 2:30pm FDL Camp/Indigenous Games
 2:30 -3 pm Leave /Return to Laura Mac

Wednesday June 26th

Laura Mac / meet in cafeteria
 10-12 Indigenous Games
 Field across street in front of Laura Mac
 12 - 1 pm Lunch / Provided
 1 - 3 pm Activity To Be Announced

Thursday June 27th

Laura Mac / meet in cafeteria
Minnesota State Zoo
 8 am Depart Laura Mac
 10-3 pm Arrive MN Zoo
 Lunch Provided
 3pm Depart Zoo
 5pm Return to Laura Mac Duluth, MN

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 17th day of June, 2019

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Joseph Montano Sr.

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Joseph Montano Sr. (the "Parties") entered into the contract (the "Contract") dated March 11, 2019 for the purpose of Planning, teaching, and grant writing to provide moccasin game to students in Duluth Public Schools.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$5,000.00 This amendment would increase the not to exceed amount to \$9,000.00

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

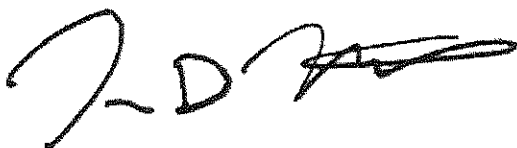
Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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.



6/17/2019

Contractor Signature

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	330	340	130500
XX	XXX	XXX	XXX	XXX	XXXXXX



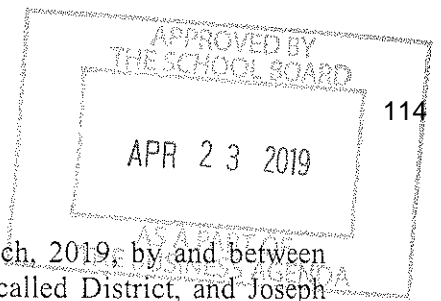
Program Manager

6-17-19

Date

Arthur E. H. ...
CFO/Superintendent

6/13/19
Date



AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr, 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 March 11, 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.** The Contractor will provide weekly classes on Ojibwe style moccasin game for our American Indian students of Duluth Public Schools. The Contractor will also plan and organize a family community event around Ojibwe style moccasin game May 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 \$ 5,000 (Five thousand dollars). The Contractor will be paid \$75.00 (Seventy five dollars) hour. 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, Coordinator for American Indian Education Department, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
Joseph Montano Sr. 35357 Community Rd. #20 Bayfield, WI 54814

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.

		3/11/19
Contractor Signature	SSN/Tax ID Number	Date
		3/14/19
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	1005	005	320	340	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

	3-18-19
CFO/Superintendent of Schools/Board Chair	Date



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

CUSTOMER

Kathi Marshall
 Congdon Park Elementary
 3116 East Superior Street
 Duluth, MN 55812

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Daniel Kalafat	591983-2	Sep 1, 2019 – Aug 31, 2022

PAYMENT PLAN

	Amount	Invoice date
Subscription year 1 and Professional Learning Services	\$5,715 (50%) + \$795 = \$6,510	June 24, 2019
Subscription year 2	\$2,858 (25%)	June 24, 2020
Subscription year 3	\$2,857 (25%)	June 24, 2021
TOTAL	\$12,225	

Price valid until June 24, 2019

COMMENTS OR SPECIAL INSTRUCTIONS

Includes complimentary access from July 1 2019- August 31 2019. All student licenses added before August 31, 2022 will include the 22% promotional discount.

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE  **DATE** 06/04/19

01-203-435-317-000-143000

Please contact IXL Learning with any questions regarding this sales contract:
 Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
 Completed sales contracts should be faxed to (650) 372-4301 or e-mailed to orders@ixl.com.

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.



CPM Textbook Pilot Commitment Letter Agreement

Following is a summary of the CPM Textbook Pilot Program.

1. If approved to participate in the CPM Textbook Pilot Program, CPM will provide teacher and student editions (as listed on the Order Form), additional materials as requested, and associated Professional Development as described in Section 3.
2. The school or district participating in the CPM Textbook Pilot Program must use the CPM materials in accordance with the terms of the "Pilot Agreement" including the Pilot Program Terms and Conditions for **up to one school year** (the "**Pilot Term**").
3. Teachers who will be piloting the materials **must attend the appropriate CPM Professional Development workshop(s)**. CPM believes that teachers need support for the effective implementation of the curriculum. Professional Learning will be scheduled and provided by CPM Teacher Leaders prior to the start of the Pilot Term. The assigned CPM Regional Coordinator will facilitate the scheduling of the Phase One Implementation Workshop.
4. A Price Quote for the full retail cost of the pilot materials is provided with the CPM Textbook Pilot Commitment Letter Agreement. The school or district will pay a non-refundable Pilot Fee of **\$3,500**, as further described in the Pilot Program Terms and Conditions, to cover the cost of using the materials during the Pilot Term. If the materials are purchased at the end of the Pilot Term, the Pilot Fee will be applied as a credit to the total retail cost of the materials listed on the Price Quote.
5. After **February 1st** during the Pilot Term the Pilot Agreement may not be revised to include the shipment of additional print materials.
6. By **April 1st** during the Pilot Term the school or district must **notify CPM whether it WILL or WILL NOT purchase** the pilot materials. This Pilot Agreement preserves the applicable school year's pricing for all materials listed on the Price Quote. If additional materials are ordered or if the decision to purchase the pilot materials occurs after April 1st, the materials will be billed at the then-current market price. **Note: The previous year's pricing for pilot materials cannot be guaranteed after April 1st.**
7. The school or district shall **return this entire CPM Textbook Pilot Commitment Letter Agreement** when **signed** to pilots@cpm.org or fax to (209) 251-7529.



Order Form

The school or district identified below is requesting that CPM Educational Program provide the following quantities of CPM materials in the pilot. Note the following descriptions:

Teacher Edition Bundle = print copy of Teacher Edition web-based TE eBook, Parent Guide with Extra Practice (if applicable), and Toolkit (if applicable).

8-year eBook = license for Web-based eBook without print book.

Core Connections, Courses 1-3 Toolkit = consumable student booklet.

Ordered	Description	ISBN
7	Core Connections Algebra, Teacher Edition Bundle	9781603281560
100	Core Connections Algebra, Student HB with 8-year eBook	9781603281508
2	Core Connections Geometry, Teacher Edition Bundle	9781603282369
10	Core Connections Geometry, Student HB with 8-year eBook	9781603282352
6	Algebra Tiles, Class Set (one per TE: CC1, CC2, CC3, CCA, Int I, Int II)	9781603280136
4	Geometry Mirrors, Set of 12 (two per TE: CCG)	9781603280143

TEACHER INFORMATION

Teacher Name	Teacher email	Courses
Shawn Northey	shawn.northey@isd709.org	CCA
Rachael Stauber	rachael.stauber@isd709.org	CCA
Ed Lewis	ed.lewis@isd709.org	CCG
TBD	TBD@isd709.org	CCA
Tracy Ricketts	tracy.ricketts@isd709.org	CCA
Brenda Florestano	brenda.florestano@isd709.org	CCA
Lana Puttkammer	lana.puttkammer@isd709.org	CCA
Pamela Nelson	pamela.nelson@isd709.org	CCA
Christy Fisher	christy.fisher@isd709.org	CCG



CPM EDUCATIONAL PROGRAM / an educational 501(c)(3) nonprofit
Empowering mathematics students and teachers through exemplary curriculum, professional development, and leadership

By signing this CPM Textbook Pilot Commitment Letter Agreement and Order Form on behalf of the school or district identified below, I agree to the Pilot Program Terms and Conditions. My signature below indicates I am authorized to enter into this Commitment Letter Agreement and submit the Order Form on behalf of the school or district identified below.

	School or District Name: ISD 709 (Duluth MN)
Signatures:	
By:	Gail Netland
Title:	Curriculum Director
Email:	gail.netland@isd709.org
Phone/FAX:	218-336-8700 (1037)
Date of Signature:	6-21-19

CPM Educational Program:
Carmel Draper CPM Pilot Coordinator carmeldraper@cpm.org (209) 745-2055 Ext. 121 FAX: (209) 251-7529
6/19/2019

CONTACT INFORMATION:

	Local Contact
Name:	Patti Bambenek
Email:	patricia.bambenek@isd709.org
Phone:	218-343-3911
	Business Office Information
Title:	Independent School District 709
Address:	201 N. 1st Av. East
City, State, Zip:	Duluth, MN 55802
CPM Regional Coordinator	Lisa Comfort

eBook Administrator
Patti Bambenek patricia.bambenek@isd709.org 218-336-8700 (1037)
Shipping Address (if different)
HOCHS 215 N. 1st Av. E. Duluth MN 55802
Shipping Notes:
Attn: Joan Lancour Joan.lancour@isd709.org

Cathy Erickson, CFO 6/26/19

01-610-005-317-399-130500

Pilot Program Terms and Conditions

The following terms and conditions govern the provision and use of any one or any collection of Goods provided to a school or district participating in the CPM Textbook Pilot Program ("**Participant**") for up to one (1) school year ("**Pilot Term**"), defined below:

1. **Applicability.** (a) Effective on the date the Textbook Pilot Commitment Letter Agreement is signed by Participant and submitted to CPM ("**Effective Date**"), the Commitment Letter Agreement, including these Pilot Program Terms and Conditions (unless CPM has executed a separate written Purchase Agreement with Participant), the Order Form (whether submitted via fax, mail, or email), and any subsequent orders placed after the Effective Date (collectively, the "**Pilot Agreement**") shall govern the provision of, and license to use, textbooks, manipulatives, eBooks, and other materials ("**Goods**") by CPM Educational Program ("**CPM**") to Participant during the Pilot Term.

(b) The Pilot Agreement comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, representations and warranties, and communications, both written and oral with respect to Participant's use of the Goods during the Pilot Term. This Agreement prevails over any general terms or conditions of purchase that may be contained in a standard purchase order issued by Participant regardless if Participant has submitted its purchase order to CPM. Fulfillment of Participant's order pursuant to this Pilot Agreement for the pilot program does not constitute acceptance of any terms contained in Participant's standard purchase order and does not serve to modify or amend this Pilot Agreement.

2. **Delivery.** The Goods will be scheduled for delivery within a reasonable time after the receipt of Participant's Pilot Agreement (via submission of the Pilot Agreement, including the Order Form via fax, mail, or email), subject to availability of finished Goods. CPM is not liable for any delays, loss or damage in transit caused by third parties, including but not limited to publishers, printing companies, couriers or shipping companies. Upon notification by Participant to CPM of any such delays, CPM will work with Participant and the appropriate third party to track the shipment and resolve the issue. If for any reason Participant is not present for the delivery of any of the Goods on the date that the Goods are delivered, or if CPM is unable to deliver the Goods on such date because Participant has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Participant; (ii) the Goods shall be deemed to have been delivered; and (iii) CPM, at its option, may store the Goods until Participant picks them up, whereupon Participant shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. **Non-delivery.** The quantity of any installment of Goods as recorded by CPM on dispatch from Shipping Point is conclusive evidence of the quantity received by Participant on delivery unless Participant can provide conclusive evidence proving the contrary. The CPM shall not be liable for any non-delivery of Goods unless Participant gives written notice to CPM of the non-delivery within 7 days of the date when the Goods would, in the ordinary course of events, have been received. Any liability of CPM for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. **Shipping.** The Goods will be shipped with the applicable shipping/freight costs paid by Participant. Freight charge will be based on actual charges at time of shipping. Additional freight charges may apply on orders shipping outside the continental United States. Shipping/freight costs are not refundable.

5. **Inspection and Rejection of Nonconforming Goods.** (a) **Inspection by Participant.** Participant shall inspect the Goods within three (3) days of receipt ("**Inspection Period**"). Participant will be deemed to have accepted the Goods unless it notifies CPM in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by CPM. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Participant's purchase order; (ii) product's label or packaging incorrectly identifies its contents; or (iii) product is damaged, for reasons other than being damaged in transit, whereby Participant is unable to make productive use of the product.

(b) **Nonconforming Goods.** If Participant timely notifies CPM of any Nonconforming Goods, upon CPM's confirmation that the Goods are

Nonconforming Goods, CPM shall, in its sole discretion, replace such Nonconforming Goods with conforming Goods. If requested by CPM, Participant shall ship, at its risk of loss, the Nonconforming Goods to CPM as follows: CPM Educational Program, Attention: Returns Department, c/o TC Printing, 1215 G Street, Sacramento, CA 95814. If CPM exercises its option to replace Nonconforming Goods, CPM shall, after receiving Participant's shipment of Nonconforming Goods, ship to Participant, at CPM's expense and FOB Shipping Point, the replaced Goods. Participant acknowledges and agrees that the remedies set forth in Section 5(b) are Participant's exclusive remedies for the delivery of Nonconforming Goods.

6. **Price of Goods.** CPM shall provide to Participant a Price Quote including the full retail price of the Goods (the "**Price Quote**"). The price of the Goods listed in the Price Quote is guaranteed until the Notification Date, defined in Section 7 below. Any orders after the Notification Date will be charged at then-current market prices. Upon acceptance of the Pilot Agreement by CPM, Participant shall pay to CPM a non-refundable fee for the use of the Goods during the Pilot Term which shall be equal to the greater of \$500 or 20% of the full retail price of the Goods as set forth in the Price Quote (the "**Pilot Fee**"). If Participant ultimately purchases the Goods, the Pilot Fee will be credited to the purchase price. If Participant does not purchase the Goods, the Pilot Fee will not be refunded to Participant. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Participant. Participant is responsible for all applicable charges, costs and taxes; provided, that, Participant shall not be responsible for any taxes imposed on, or with respect to, CPM's income, revenues, gross receipts, personnel or real or personal property or other assets.

7. **End of Pilot Term Purchase or Return of Goods.** Participant shall contact CPM by April 1st of the Pilot Term ("**Notification Date**") to notify CPM whether it will or will not purchase the Goods. If Participant notifies CPM on or before the Notification Date that Participant will not be purchasing the Goods, then CPM will arrange to have the Goods returned. The Goods will be provided to Participant in new condition and shall be returned in substantially the same condition as received, minus normal wear and tear. Return shipments should be packed securely. Participant will be liable for the full retail cost of any portion of the Goods that are not returned. If Participant notifies CPM on or before the Notification Date that Participant will be purchasing the Goods, Participant must remit the purchase price for the Goods (the Price Quote minus the Pilot Fee) to CPM pursuant to Section 8 below and Participant and CPM shall enter into a separate agreement (the "**Purchase Agreement**") governing the purchase and subsequent use of the Goods. If Participant notifies CPM after the Notification Date that Participant will be purchasing the Goods, Participant must remit the purchase price for the Goods (the then-current market price for the Goods minus the Pilot Fee) to CPM pursuant to Section 8 below and Participant and CPM shall enter into a separate agreement (the "**Purchase Agreement**") governing the purchase and subsequent use of the Goods.

8. **Payment Terms.** Participant shall pay all invoiced amounts due to CPM within 30 days after the date of CPM's invoice. Participant shall make all payments hereunder in US dollars by cash, check, or credit or debit card. Participant shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible by law, calculated daily and compounded monthly. Participant shall reimburse CPM for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under this Pilot Agreement or at law, CPM shall be entitled to suspend the delivery of any Goods (including the disabling of any eBook licenses) if Participant fails to pay any amounts when due hereunder and such failure continues for 15 days following written notice thereof.

9. **License Grant.** In consideration of CPM's grant of the license and conditioned upon Participant's performance of its obligations and conditions under this Pilot Agreement, including Participant's Professional Learning Commitment as set forth in Section 10 of this Pilot Agreement, CPM hereby grants to Participant a fixed-term, non-exclusive, non-sub-licensable, non-transferable, limited license to use the Goods provided by CPM and described in the Order Form throughout the world, during the Pilot Term, solely for educational purposes in accordance with this Pilot Agreement and the Website Terms of Use (collectively, the "**License**"). Under the License, Participant may make physical copies of Goods provided by CPM for educational, non-commercial use in Participant's classroom(s) or

school(s). Participant may employ projection equipment to use the Goods for instruction of groups of students. Participant and its employees, contractors, and affiliates may not reproduce or use Goods provided by CPM for any commercial or non-educational use. Participant may not place or cause to be placed any part or excerpt of any Goods from CPM on the internet or in any place outside of the Participant's school and accessible to the public. Participant's teachers shall use the Goods in the manner described in the teacher notes, newsletters and workshops. For example, teachers shall use student pairs or study teams for most of the problems designated as in-class work, assign the designated in-class work during class time and not for homework, and use alternative approaches to assess for understanding whenever possible. Unless otherwise provided in the License, Participant shall not use CPM's name, logo, or any other CPM mark or copyright without the prior written permission of CPM, which permission may be given or withheld in CPM's sole discretion.

10. Professional Development Commitment. During the Pilot Term, Participant shall send its first-time teachers of a CPM course to attend CPM's complimentary Phase One implementation workshops and meetings for that course ("**Programs**"). Participant agrees to provide release time to its teachers to attend such Programs during the school-year and to provide the necessary materials (i.e., manipulatives, textbooks and calculators) for its teachers to participate in the Programs. CPM's assigned Regional Coordinator will assist with scheduling professional development workshops for Participant's teachers.

11. Limited Warranty. CPM DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability. IN NO EVENT SHALL CPM BE LIABLE TO PARTICIPANT FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR IF CPM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CPM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE PILOT FEE PAID BY PARTICIPANT.

13. Termination. In addition to any remedies that may be provided under this Pilot Agreement, CPM may terminate this Pilot Agreement, including any license(s) granted hereunder, with immediate effect upon written notice to Participant, if Participant: (i) fails to pay any amount when due under this Pilot Agreement; (ii) has not otherwise performed or complied with this Pilot Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Upon early termination of the License, Participant must destroy or turnover to CPM all Goods provided by CPM, at CPM's option. Provisions of this Pilot Agreement which by their nature should survive any termination or expiration of this Pilot Agreement shall survive.

14. Confidentiality. (a) Confidential and Proprietary Information. At all times hereafter, the parties shall keep in confidence and trust all confidential and proprietary information (including, without limitation, information on a party's finances, employees, students, or alumni) that a party learns of or receives during the term of this Pilot Agreement, and will not use, reproduce, or disclose to others any confidential information without the disclosing party's advance written consent, except as may be directly necessary in the ordinary course of performance of the Pilot Agreement, or as otherwise may be required by law.

(b) Student Records. If Participant provides CPM with any "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the California Online Privacy Protection Act or any of such Acts' associated implementing regulations (collectively, "**Protected Information**"), Participant hereby certifies that access to Protected Information is necessary for CPM to perform its duties and responsibilities under this Pilot Agreement, and the parties

agree that CPM shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure of Protected Information as apply to Participant pursuant to applicable law. Participant further certifies that ~~124~~ has obtained all parental consents necessary under the applicable local, state, and federal laws, and the laws of any foreign jurisdictions (as applicable). Participant's failure to comply with these provisions, or Participant's failure to abide by legally applicable security measures, parental consent requirements, and disclosure and re-disclosure restrictions with regard to Protected Information, shall constitute a material breach of this Pilot Agreement. Participant agrees to indemnify, defend, and hold harmless CPM against any breach of the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, or the California Online Privacy Protection Act resulting from the provision of Protected Information to CPM under this Pilot Agreement.

15. Force Majeure. CPM shall not be liable or responsible to Participant, nor be deemed to have defaulted or breached this Pilot Agreement, for any failure or delay in fulfilling or performing any term of this Pilot Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of CPM including, without limitation, acts of God, fire, governmental actions, war or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, epidemic, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Participant shall be entitled to give notice in writing to CPM to terminate this Pilot Agreement.

16. Assignment. Participant shall not assign any of its rights or delegate any of its obligations, liabilities, or rights under this Pilot Agreement without the prior written consent of CPM. Any purported assignment or delegation in violation of this Section is null and void.

17. Governing Law; Jurisdiction. All matters arising out of or relating to this Pilot Agreement are governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any proceeding arising out of or relating to this Pilot Agreement shall be instituted in the federal or state courts located in the City and County of Sacramento, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding.

18. Compliance with Law. Participant shall comply with all applicable laws, regulations and ordinances and with all export and import laws of all countries involved in the sale of Goods under this Pilot Agreement.

19. General Provisions. Nothing contained in this Pilot Agreement shall be construed to create any agency, partnership, or other form of joint enterprise between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No provision of this Pilot Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Pilot Agreement. No waiver of any of the provisions of this Pilot Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Pilot Agreement may only be amended or modified in a writing signed by an authorized representative of each party. This Pilot Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting. If any provision of this Pilot Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Pilot Agreement or the obligations of the parties, in which case this Pilot Agreement may be immediately terminated.



Workshop Contract

This contract is between The Math Learning Center and Duluth Independent School District 709.

Duluth Independent School District 709 agrees to purchase the following workshop for \$ 4000, net 30. The workshop fee includes all travel expenses incurred by the workshop leader(s). Duluth Independent School District 709 agrees to pay the total fee even if fewer than 30 enroll.

The maximum enrollment for this workshop is 30 participants. Should Duluth Independent School District 709 exceed maximum enrollment, a \$100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Bridges Intervention Gr. K-5
Event ID: 2019-778
Enrollment: 30
Grade Level: Gr. K-5
Dates: Sep 10-11, 2019
Time: T, W 8:00a-3:00p w/ an hour lunch on both days
Site: Duluth Independent School District 709 Room 318

The Math Learning Center invoices Duluth Independent School District 709 for the above workshop fee. Payment is made by Duluth Independent School District 709 to The Math Learning Center. Should Duluth Independent School District 709 cancel this workshop, The Math Learning Center reserves the right to invoice Duluth Independent School District 709 for travel expenses incurred by the instructor (s).

Duluth Independent School District 709

The Math Learning Center

by *[Signature]*

by Shanel Parette

[Signature]

Workshop Support Specialist 6/10/2019

Title: *[Signature]* Date

Date

Budget code 01-610-005-317-000 130500

The Math Learning Center www.mathlearningcenter.org

PO Box 12929, Salem, OR 97309-0929 Tel 503 370-8130 Fax 503 961-0132

Catherine Erickson

Catherine Erickson, CFO *6/10/19*

MLC WORKSHOP INFORMATION

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The Math Learning Center is pleased to provide the following information in support of the workshop listed below. We appreciate your assistance in making this an outstanding experience for participants. Our workshop leader will be in contact to discuss site directions, lodging recommendations, a set up time and the specific needs of your teachers.

Workshop: Bridges Intervention: , Gr. K-5

Event ID: 2019-778 **GL Code:** 5040-4

Duluth Independent School District 709 Room 318
215 N First Ave E
Duluth MN 55802

Sep 10-11, 2019 T, W 8:00a-3:00p w/ an hour lunch on both days

Leader 1: Beth Chinderle

Austin TX

Hm Ph:

Cell: 512-923-3239

Email: bethc@mathlearningcenter.org

Contact: Joan Lancour

Duluth Independent School District 709

215 N First Ave E.

Duluth MN 55802

Hm Ph:

Wk Ph: 218-336-8711

Cell:

Email: joan.lancour@isd709.org

Leader 2

(if any): Hm Ph:

Cell:

Email:

Leader 3

(if any): Hm Ph:

Cell:

Email:

Additional recommended points to discuss :

*Number of participants at each grade level?

*Availability of internet access and audio-visual equipment (e.g., doc camera)

Contact The Math Learning Center for more information:

MLC Workshop Support

PO Box 12929

Salem, OR 97309-0929

1-800-575-8130

(503) 370-8130 / fax (503)961-0132



Dear workshop participant,

Your school has indicated that you are registered for an upcoming Getting Started with Bridges Intervention workshop. We are pleased that you will be taking part; this letter provides some important details.

Please check with the appropriate person in your school about obtaining your Bridges Intervention materials. You will also have online access to your teaching materials on the Bridges Educator Site (BES). A BES account for your school has been created, but you will need to create a username and password. Please contact the person coordinating your workshop for the BES registration link.

Please bring the following Bridges Intervention items to the upcoming workshop:

- Bridges Intervention Teachers Guides
 - Volumes 1, 2, 5, and 6
 - or
 - Laptop or tablet and your BES login information (phones are too small for the purposes of this workshop)
- Paper and writing utensil for note taking
- Sticky notes
- Highlighters
- Lunch and snacks

Reminder: To ensure the best possible learning experience, please arrive on time and stay for the duration of the workshop.

Best regards,

MLC Professional Development Team

**Regents of the University of Minnesota ("University")
Short Form Services Agreement (\$25,000 or less)**

Department Name: Minnesota Center for Reading Research		Customer: Duluth Public Schools ISD 709
Address: 215 North 1 st Ave East, Duluth, MN 55802		
Phone:	Fax:	Email: Gail.Netland@ISD709.org
Dept. ID No.: 11250	I/ESAF No.: 1696	(No contract assigned) Do not send to External Sales)
Term Start Date: 05/07/19		Term End Date: 09/13/19
Description of Services: One full-day workshop on September 12, 2019 covering PRESS tier 2 review and making decisions with progress monitoring data (max 50 participants; one presenter).		
Provide details and pricing (or enter "see attached Exhibit A"): \$2,900.00 presentation and travel fees. Additional materials fees (PRESS Intervention Manual [\$75.00 each] & 12-month website subscription [\$75.00 each or \$1,500 site license]) to be determined no later than one week prior to workshop date. Materials will be billed in addition to workshop/presentation services.		
Check One: <input checked="" type="checkbox"/> Single Sale <input type="checkbox"/> Repeating/Multiple Sale		
		Price per Service: \$ 2,900.00 plus materials (see above)
		TOTAL Compensation: \$ 2,900.00 plus materials (see above)

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on University, notwithstanding any legend on such document.

4. Ownership of Materials and Presentation. With respect to any workshop/presentation activities under this Agreement, all materials provided by University during the presentation shall remain the property of University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of University.

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT

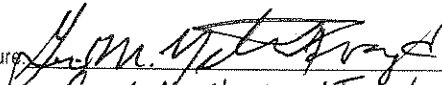
SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

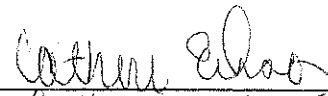
6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order, or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than \$1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

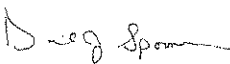
Signature: 
 Print Name: Gail M. Netland-Floyd
 Title: Director of Curriculum & Instruction
 Date: 5-31-19


Catherine A. Erickson
CFD
06/03/19

01-610-005-317-000-130500

Memorandum

To: Ms. Cathy Erickson / CFO Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: June 20, 2019

Re: Architectural Resources Inc. Proposal for Design Fee's dated June 14th 2019 -
Lincoln Park Middle School New Bathroom Construction Project.

Attached are two copies of an agreement with Architectural Resources Inc. This agreement is to perform design and professional services as defined in the attached proposal to reconfigure two rooms and construct such into an accessible toilet and shower room.

The contract sum for this work as defined is a **lump sum cost of \$14,500.00 plus qualified reimbursable expenses.**

Recommendation:

I am recommending that Ms. Cathy Erickson, CFO/Executive Director of Business Services, enter into agreement on behalf of the School District with Architectural Resources Inc. for a **lump sum cost of \$14,500.00 plus qualified reimbursable expenses.**

Attachments:

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of June 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and ARCHITECTURAL RESOURCES INC., an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for 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 June 17th, 2019, and shall remain in effect until the project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform services as defined in attached proposal dated June 14, 2019, for professional and design services as related to the new toilet/bathing room in the ASD suite as defined for a **lump sum cost of \$14,500.00 plus qualified reimbursable expenses.**
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
4. **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 for a **lump sum cost of \$14,500.00 plus qualified reimbursable expenses.**

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 David Spooner, Manager of Facilities, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of ARCHITECTURAL RESOURCES INC., 126 East Superior Street, Duluth MN 55805.

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

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

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota 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 vendor requirements apply to this Contract, 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.** 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 listed as the certificate holder and 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 \$1,500,000.

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

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

<u>District 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>District Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

23. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District 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.

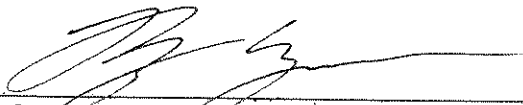
In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

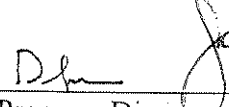
24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall 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 the District, 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 the District.

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 the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

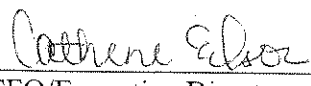
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 _____ 41-0988307 6-20-2019
 ARCHITECTURAL RESOURCES, INC. Signature SSN/Tax ID No. Date


 _____ 6-20-19
 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:

01	420	005	419	000	1520.00


 _____ 6/19/19
 CFO/Executive Director of Business Services Date

Memorandum

**To: Cathy Erickson
Dave Spooner**

From: Jason Barsness

Date: June 5, 2019

Re: QUOTE #4319- Asbestos 3 Year Re-inspection – District Wide

Quotes were solicited from five contractors for the Asbestos 3 Year Re-inspection - District Wide. Two quotes were received in response to the School District's request for quotes. Twin Ports Testing, Inc., 1301 North 3rd Street, Superior, WI, submitted the lowest responsible quote with a value of \$15,405.00.

Recommendation:

It is recommended to approve the contract with Twin Ports Testing, Inc. to complete the work defined in Quote #4319 - Asbestos 3 Year Re-inspection for a total amount of \$15,405.00 with an Add Alternate to collect bulk sampling, authorized in advance by the District, at a rate of \$32.00 per sample.

Attached please find three (3) copies of the contract between ISD 709 and Twin Ports Testing, Inc. for the Asbestos 3 Year Re-inspection. After review, please sign and return to the Facilities Management office for processing.

Attachment

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of May, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Twin Ports Testing II, Inc., an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for 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 May 3, 2019 and shall remain in effect until November 11, 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 #4319 Asbestos 3 Year Re-Inspection; project base quote time and materials not to exceed \$15,405.00.

Add Alternate #1: If additional bulk sampling is necessary, each bulk sample shall not exceed \$32.00 per sample 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; 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 \$ 15,405.00 for base quote time and material. Add Alternate #1: If additional bulk sampling is necessary, each bulk sample shall not exceed \$32.00 per sample 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 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Twin Ports Testing II, Inc., Attn. Brett Carlson, 1301 North 3rd Street, Superior, WI 54880.

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 82-1780516 SSN/Tax ID Number 5/29/19 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	358	000	130500
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CFO/Superintendent of Schools/Board Chair 6/4/19 Date

**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD
CENTER COLLABORATION AGREEMENT
2019-2020**

1. THE PURPOSE OF THE COLLABORATION

- a. To offer Head Start and Early Head Start services in a full day, full-year child care center.
- b. To coordinate the resources, skills and expertise of Head Start and YWCA Early Childhood Center staff in order to provide Head Start and Early Head Start services for families and children aged six weeks to five years of age.

2. BRIEF DESCRIPTION OF THE COLLABORATION

This collaboration provides for full day, full-year childcare at YWCA Early Childhood Center, provided by the YWCA Early Childhood staff. Duluth Head Start will, in cooperation with YWCA Childcare staff, provide services as specified in the Head Start Performance Standards, in the areas of Health & Nutrition, Disabilities, Mental Health, Social Services and Parent Involvement. Early Head Start services for infants and toddlers and their families will be provided from July through June of each school year and Head Start services to preschool children and families will be provided from September through the first week of June in keeping with the 9-month school calendar. Head Start will provide periodic staff training to YWCA Early Childhood staff. All regulations and performance standards of Head Start, the Minnesota Department of Human Services Rule 3 for Child Care Centers and the National Academy of Early Childhood Programs will be met and maintained.

3. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS

- a. This Collaboration is between two distinct entities, the YWCA Early Childhood Center and Duluth Public Schools/Duluth Head Start.
- b. Key Contact Persons:

YWCA Early Childhood Center	-Early Childhood Program Director
Duluth Head Start	-Duluth Head Start Director

**4. HEAD START PROGRAM RESPONSIBILITIES SERVING
HEAD START ELIGIBLE FAMILIES**

A. Child Health and Developmental Services

Description:

The Duluth Head Start Health Services Coordinator and the Duluth Head Start Disabilities Coordinator will ensure that, through collaboration with families, staff and health professionals, all child health and developmental concerns are identified and children and families are linked to an ongoing source of continuous, accessible care to meet basic health needs and schedules of such will be followed as per Head Start performance standards.

Responsibility:

-Duluth Head Start
Health Coordinator
-Duluth Head Start
Disabilities
Coordinator
-Duluth Head Start

Director
-YWCA Early
Childhood Program
Director

B. Education and Early Childhood Development

Description: The Duluth Head Start Collaboration Teacher/Advocate and other Duluth Head Start staff will work with the YWCA Early Childhood staff in the areas of curriculum development and documentation, individualization and child outcomes to meet Head Start performance standards. The role of the Duluth Head Start staff in this collaboration can best be described as that of a coach; supporting, challenging, introducing new strategies and ensuring compliance with Head Start performance standards. Screening tools are the Ounce, ASQ/ASQSE, Creative Curriculum and the DIAL.

-Duluth Head Start
Education
Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

C. Child Health and Safety

Description: The Duluth Head Start Health Services Coordinator will work with the YWCA Early Childhood staff to support healthy physical development by encouraging practices that prevent illness or injury, and by promoting positive, culturally relevant health practices. And to insure compliance with Head Start performance standards for health and medical requirements.

-Duluth Head Start
Health Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

D. Child Nutrition

Description: The Duluth Head Start Nutrition Services Coordinator will work with the YWCA Early Childhood staff to provide for nutritional services that supplement and compliment those of the home and community, working with families to meet each child's nutritional needs and to establish good eating habits and insure compliance with Head Start performance standards. Services will include training on food safety, family style food service and sanitation as well as family assistance with nutrition.

-Duluth Head Start
Nutrition
Coordinator
-Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

E. Child Mental Health

Description: The Duluth Head Start Disabilities Coordinator will assist the YWCA Early Childhood staff and parents to secure services of mental health professionals and to develop a regular schedule of on-site mental health consultations involving mental health professionals, YWCA Early Childhood staff and parents and insure compliance with Head Start performance standards. Parents of Duluth Head Start infants, toddlers and preschoolers will be given the Ages and Stages questionnaire/Social Emotional (ASQSE) as an interview, which will serve as a social /emotional screening.

-Duluth Head Start
Mental Health
Coordinator
-Duluth Head Start
Mental Health
Consultant
Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

F. Family Advocacy

Description: The Duluth Head Start Collaboration Teacher/Advocate with support from the Duluth Head Start and YWCA Early Childhood staff will initiate family goal setting and will assist families in finding community services to help them meet their needs and insure compliance with Head Start performance standards. They will work with the childcare staff to facilitate monthly parent meetings, trainings, and communication and to secure a policy council representative.

Responsibility:

-Duluth Head Start
Family Services
Coordinator
-Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:

Description: YWCA Early Childhood Center will provide full-day, full-year care for Head Start and Early Head Start eligible children. The actual number of Head Start and Early Head Start enrolled children will be specified in the yearly Head Start State grant application and is variable based on enrollment requirements. During the 2017-2018 grant period, we will serve 18 children through this collaboration. The YWCA Early Childhood staff, with support from the and YWCA Early Childhood Program Director, Duluth Head Start Collaboration Teacher/Advocate, Duluth Head Start Director and Service Area Coordinators will be responsible to monitor and insure compliance with all Head Start Performance Standards and other licensing regulations that apply. The YWCA Early Childhood Program Director will directly supervise the YWCA Early Childhood staff.

5. PROGRAM DESIGN AND MANAGEMENT:

A. The Duluth Head Start Director and YWCA Early Childhood Program Director shall each be responsible for the performance of their respective staffs. All staff members will follow rules and regulations of the Head Start performance standards and the Minnesota Department of Human Services Rule 3 for Child Care Centers.

B. The Duluth Head Start Collaboration Teacher/Advocate and YWCA Early Childhood Program Director, with assistance from the Duluth Head Start program staff, are responsible for compliance with the facilities, materials and equipment Performance Standards.

C. The YWCA Early Childhood Program Director and Duluth Head Start Director will review this agreement at the start of each academic year and make any modifications necessary, as agreed upon by both parties.

6. PROGRAM COORDINATION EXPECTATIONS

- A.** Meetings between the YWCA Early Childhood Program Director YWCA Site Manager and Duluth Head Start Collaboration Teacher /Advocate will be held at least monthly to discuss collaboration concerns, issues and progress and to insure clear communication between the two parties.
- B.** The Duluth Head Start Collaboration Teacher/Advocate will meet with each YWCA teacher once each month for the purposes of supporting the Duluth Head Start and YWCA Early Childhood program goals, objectives, and philosophy and mission statements. This support includes lesson planning, individualization, assessment and best practices in early childhood education.
- C.** The Duluth Head Start Director, Service Area Coordinators and the YWCA Childcare administrative staff will meet at least quarterly for the purposes of reviewing progress, solving joint issues and concerns in support of this collaboration.
- D.** Communication between YWCA Early Childhood staff and the Duluth Head Start staff will be open and respectful. Problems and issues will be addressed in a constructive and inclusive manner. Problems may be resolved at the center level with the Duluth Head Start Collaboration Teacher/Advocate or YWCA Childhood Program Director mediating and guiding discussion. Problems not resolved at the center level should be resolved by discussing them up the chain of command. The next step would be to include either or both the Duluth Head Start Director and YWCA Early Childhood Program Director and finally the Head Start Policy Council, Governing Board and the YWCA Early Childhood Board of Directors.

7. EVALUATION AND PROGRAM IMPROVEMENTS

- A.** Annual Self-Assessment of the collaboration: The Duluth Head Start Collaboration Teacher/Advocate, with assistance from the Duluth Head Start Director and YWCA Early Childhood Program Director and their respective staffs will formally solicit feedback from staff and parents involved in the collaboration. This assessment will be conducted in January of each year and will include areas needing improvement, an improvement plan and follow-up to be shared with the Duluth Head Start, YWCA Early Childhood Center staff, Duluth Head Start Policy Council and the YWCA Board of Directors.
- B.** Annual Assessment of Partnership: The YWCA Early Childhood Program Director and the Duluth Head Start Director will each solicit feedback from their management staffs about how the partnership is functioning to the benefit of families and the Early Head Start/ Head Start and YWCA Early Childhood Center programs. Assessments and evaluations will be reviewed jointly. Additionally, the financial impact of the partnership will be reviewed.

PARTICIPATION AND ELIGIBILITY GUIDELINES

- A. Eligible families must meet Head Start income guidelines and/or the state childcare subsidy eligibility criteria for full-day childcare services.
- B. Families are responsible for paying their required monthly family fee as per subsidy rules.
- C. Families will retain their Head Start eligibility as specified by Head Start regulations.
- D. Should a family lose their childcare subsidy or is soon to do so, the Duluth Head Start Teacher/Advocate will offer assistance as needed to help the child remain in childcare and the parent to regain the subsidy. If this is not possible, the teacher/advocate will work with the parent to secure the best possible placement for the child, including possible temporary enrollment in Duluth Head Start Families in Transition services as per the availability of space.
- E. Eligible children entering YWCA Early Childhood Center may be recruited for Early Head Start and Head Start all year long and will be enrolled depending upon their eligibility and available enrollment slots within the collaboration. Family participation may range from two full days a week to five full days a week.

8. BUDGET

The following amounts have been budgeted to support this collaborative agreement. The YWCA will invoice Duluth Head Start for charges in these categories. Invoices and or reimbursement claims are expected to be submitted to Duluth Head Start on a monthly basis and should include detailed accounting of all expenditures with supporting documentation. Duluth Head Start will reimburse the YWCA Childcare Center upon receipt of invoice.

Code-1303/1305	Contracted Services	5000.
	Building Maintenance/Equipment	2000.
Code-136602	Travel/Conference Fees/Trainings.	1000.
Code- 1403	Classroom Supplies	2000.
Code-1430	Food	2000.
Total-		\$12,000.

9. TERMINATION OF AGREEMENT

This agreement shall remain in force and effect unless one of the parties requests a modification or until one of the parties gives a thirty (30) day written notice of their intention to terminate the agreement.

Made and entered into this 19 day of June 2019

Katie Bakke
Printed Name
YWCA Early Childhood Official

Katie Bakke
Signature
YWCA Early Childhood Official

Pamela M. Rees
Printed Name
Duluth Head Start Director

Pamela M. Rees
Signature
Duluth Head Start Director

Catherine Erickson
Printed Name
ISD 709

Catherine Erickson
Signature
ISD 709

04-579-005-285-000-130500

YEARBOOK SALES AGREEMENT		Contract Years:	2020	Job #:	10543320													
Account Name: Lakewood Elementary School				LID #:	35711 146													
Address: 5207 N Tischer Rd City: Duluth		State: MN		Zip: 55804														
Phone #: 218-336-8870 Enrollment:		Adviser Name: Sandy Benson																
School Year Open Date:		Adviser Email: sandra.benson@isd709.org																
School Year Close Date:		Adviser Phone:																
Welcome Packet: Yes		Alt Address Name:																
Ship Yearbooks To: Account		Street Address:																
Send Invoice To: Account		City, State, Zip:																
School Purchase Order Number:		YEARBOOK DATES:																
YEARBOOK SPECIFICATION INFORMATION		Cover Deadline: 12-02-2019																
Size: 7		Final Quantity Deadline: 03-30-2020																
Number of Pages: 24		Expected Arrival Date: 05-15-2020																
Number of Copies: 101		Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.																
Base Price \$ 15.13		YEARBOOK DATES:																
COVER & BINDING TYPE		Set up Parent Notify: Yes Date																
Cover & Binding Type: Soft Cover - Saddlestitched (Size 7 only) Free		Activate YB Pay:																
COVER AND ENDSHEET UPGRADES		Sales Flyer Need by Date:																
Design: Signature Design Free		1st Back to School Sale:																
Foil Imprinting: Foil School Name & Year (1 or 2 lines) Free		2nd Yearbook Sale:																
Foil Spine Imprinting:		FRN's Need by Date:																
Personalization: Foil Names - 1 Line \$ 4.00		PORTRAIT INFORMATION																
Foil Icon:		Photographed by Lifetouch: Yes																
Endsheets (Hardcovers Only):		Associated Picture Days APO ID(s)																
BOOK ENHANCEMENTS		SALES REPRESENTATIVE USE ONLY																
Paper: Gloss Paper 80# (Default) Free		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 20%;">Signing Info:</td> <td><input checked="" type="checkbox"/></td> <td>5FB</td> <td><input type="checkbox"/></td> <td>ODC</td> </tr> <tr> <td><input type="checkbox"/></td> <td>LV1</td> <td><input type="checkbox"/></td> <td>LV2</td> </tr> <tr> <td><input type="checkbox"/></td> <td>SIMPLE4</td> <td><input type="checkbox"/></td> <td>QTYB</td> </tr> </table>				Signing Info:	<input checked="" type="checkbox"/>	5FB	<input type="checkbox"/>	ODC	<input type="checkbox"/>	LV1	<input type="checkbox"/>	LV2	<input type="checkbox"/>	SIMPLE4	<input type="checkbox"/>	QTYB
Signing Info:	<input checked="" type="checkbox"/>	5FB	<input type="checkbox"/>	ODC														
	<input type="checkbox"/>	LV1	<input type="checkbox"/>	LV2														
	<input type="checkbox"/>	SIMPLE4	<input type="checkbox"/>	QTYB														
Supplements:		YB Pay: Direct																
Foldout/Gatefolds (Premium):		Cut-Out Pages: Yes																
Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization.		SPECIAL OFFERS/COMMENTS																
CONSUMER ENHANCEMENTS		<div style="border: 1px solid black; height: 100%;"></div>																
Zoom Version: Elementary (Size 7 only)																		
Zoom: Taped - (Diff Quantity)																		
Auto inserts: 4-Page Autograph Insert																		
Signing Pen:																		
Yearbook Stickys: Yes																		
Cover Keeper™ Dust Jackets:																		
Packaging Program (B): Yes																		
SPECIAL QUOTE / PREMIUM APPLICATIONS																		
Price																		
Estimated Freight																		
Freight Model Actual Cost																		
*Estimated Total:																		
Per Copy																		
Deposit Rate NA																		
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.																		
Lifetouch Representative Rep Code:		<p>The School, by its authorized representative, designates Lifetouch National School Studios Inc. (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.</p>																
Sarah Wise MIG1																		
Lifetouch Representative Phone # / Email Address																		
612-219-3303 sarah.wise@lifetouch.com																		
Lifetouch Representative (Signature)																		
Sarah Wise		Authorized School Representative (Print)		Title														
		Catherine A. Erickson		CFO														
Lifetouch Representative (Signature)		Authorized School Representative (Signature)		Date														
		Catherine Erickson		6-7-19														
OFFICE USE ONLY: (B)=Base, (M)=Mid, (P)=Premium																		
©2019 Lifetouch National School Studios																		

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Lifetouch National School Studios, Inc. ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:

Lifetouch National School Studios Inc.
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Customer Care

Email: ybcustomer@lifetouch.com
Phone: 1.800.736.4761



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **December 27, 2018** by and between Independent School District #709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Playcare** 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 _____ s 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 (1 day a week for December, then 2 days a week after December) and up to days 38 Days.
 2. The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**
 3. The approximate date the service will begin is, **December 4, 2018** and shall not extend beyond **May 23, 2019**; the contract not to exceed a total of **38 Days** and a total cost up to **\$1100.** (\$90.00 for December and \$150.00 per month after that, then \$240 for April and \$320 for May).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the receding month.**
-

ISD 709 Duluth Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Concordia Community Arts/playcare

Name of Agency

Lynthea C Carlson

Authorized Agent

6/13/19

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Catherine Wilson

CFO Executive Director of Business Services

6/19/19

Date

Special Services Department

215 N 1st Ave E

Duluth, MN 55802

Jeanne Cramer 6/17/19

Director



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

THIS AGREEMENT, made and entered into this 13 day of September, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Concordia Community Arts Play Care, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 11, 2019 and shall remain in effect until May 21, 2020, 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.** 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:

The AGENCY shall provide the following services: Preschool programming for 7.5 hours (450 minutes) Monday/Wednesday/Thursday.

The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**

The approximate date the service will begin is, **September 11, 2019** and shall not extend beyond **May 21, 2020**; the contract not to exceed a total of **9 Months** (3 Days per Week - M/W/Th 8:00-3:30. (\$430.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$ **3870.00**.

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

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

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

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

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Concordia Community Arts Playcare, 2501 Woodland Ave, Duluth, MN 55803.

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. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

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.

Concordia Community Arts Cynthia C. Carlson - - - 6/13/19
Contractor Signature SSN/Tax ID Number Date

Cynthia Carter Carlson Jessica Rene 6/17/19 6/13/19
Program Director Date 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.

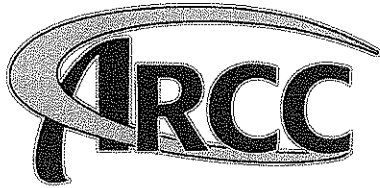
This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

01-211-005-000-000-139300

Check this box if the contract will be paid using Student Activity Funds

Check this box if this contract is a no-cost contract such as a Memo of Understanding

Cathryn E. Cho 6/18/19
CFO/Superintendent of Schools/Board Chair Date



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2019 through June 30, 2020**

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2019** through **June 30, 2020**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (Checklist for services a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will provide the District with a "Form 470 Checklist" to ensure ARCC receives all information required to complete the Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance may take the form of email, telephone, WebEx, on-site at ARCC or in-district guidance.
 - Will provide data entry service on the form.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize ARCC to certify (submit) the Form 470 after reviewing a Form 470 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Profile Window (Update EPC with District's current information)**
 - Will notify the District when "window" is open for updating profile information as announced by USAC/SLD.
 - The District is ultimately responsible for meeting the submission deadline and for the information in the profile.
 - Will update the District's profile with the most current enrollment numbers available by the State by the closing of the profile window
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will provide the District with a "Form 471 Checklist" to ensure ARCC receives all information required to complete the Form 471.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of email, telephone, WebEx, on-site at ARCC, or in-district guidance.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.

- The District will authorize ARCC to certify (submit) the Form 471 after reviewing a Form 471 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.156
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC tracks PIA requests weekly. However, the ultimate responsibility for responding and meeting the 15 day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
 - USAC/SLD will email District and ARCC (if ARCC is listed as consultant) as soon as funding has been awarded. ARCC will follow up that email with instructions on what the next step in the process is.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form and will provide District with step-by-step instructions to certify the form. Or will certify the Form 486 on behalf of the District only IF the District confirms they are CIPA compliant.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will certify the Form 486 in EPC and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 498 (Provides USAC/SLD with banking information for direct deposit)**
 - Will notify District if the Form 498 has not been submitted to USAC/SLD
 - The District will submit the Form 498 (and required bank account verification) and is ultimately responsible for ensuring that it's accepted prior to requesting reimbursement from USAC/SLD.
- **Form 472 Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by direct deposit)**
 - Will notify the District of the BEAR filing process and deadlines.
 - Will offer a workshop at ARCC in the fall to complete the BEAR form/s with ARCC's assistance at no cost to the District.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will submit the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
 - + If the District requests assistance, will complete and submit the BEAR forms on behalf of the District; billable on a \$100 per hour fee basis.
- **Other**
 - Will provide the District with sample bid scoring rubrics provided by USAC/SLD and other sources such as E-Rate Central to ensure they meet the requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - + Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
 - + Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

The District may terminate this Letter of Agency at any time by notifying ARCC in writing. ARCC may decline to reinstate E-Rate Consulting Services to the District subsequent to such termination.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.20 per pupil unit, based on the most recent completed prior year's final ADM 157 served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above with a '+', are considered above basic services for which an additional fee of \$100 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for E-Rate submission is true.

Cathryn Olson

ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802
06/01/2019

Cindy Lee Olson

Arrowhead Regional Computing Consortium
4884 Miller Trunk Hwy, Ste 300
Hermantown, MN 55811
06/01/2019

**Extension or Renewal Contracts Signed
June 2019**

For your information, the School Board Chair, Superintendent or the Executive Director of Business Services has signed the following contract extensions during the month of June 2019:

Name	Amount (or Not to Exceed)	Source	Description
Holiday Stationstores, Inc	\$186,788.76 (estimated)	Purchasing	RFP-309 Vehicle Fuel Requirements contract for second of four year agreement (July 1, 2018 – June 30, 2022); originally approved by the Board in June 2018
Jostens (Denfeld)	No direct cost to District	Purchasing	RFP-305 Denfeld High School Annual Yearbook contract for the fourth of four year agreement (July 1, 2016 – June 30, 2020); originally approved by the Board in June 2016
Jostens (East)	No direct cost to District	Purchasing	RFP-305 Denfeld High School Annual Yearbook contract for the fourth of four year agreement (July 1, 2016 – June 30, 2020); originally approved by the Board in June 2016
Lifetouch	No direct cost to District	Purchasing	RFP 302 – Annual Student Picture/ID-District Wide contract for fourth of four year agreement (July 1, 2016 – June 30, 2020); originally approved by the Board in June 2016

AGREEMENT

Revised 3/3/15

159

THIS AGREEMENT, made and entered into this 18th day of June, 2019, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Jostens, 629 N 43rd Ave E, Duluth, MN 55804** an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2019, and shall remain in effect until June 30, 2020, 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. This is year four (4) of a four (4) year agreement (July 1, 2016 – June 30, 2020), which is renewable annually by mutual agreement.
2. **Performance.** RFP-305 Denfeld High School Annual Yearbook per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Reimbursement.** 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 ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, MN 55804.

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

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

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

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

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.** Per RFP-305 specifications.

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.** 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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000 per occurrence.

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

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

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

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

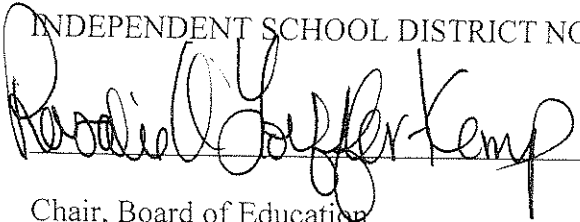
In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

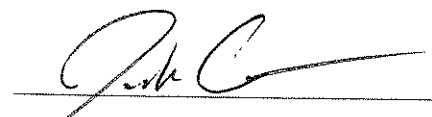
23. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Chair, Board of Education


Clerk of the Board or Designee

CONTRACTOR

By

Title

Taxpayer Identification Number

AGREEMENT

Revised 3/3/15

164

THIS AGREEMENT, made and entered into this 18th day of June, 2019, by and between Independent School District No. 709, a public corporation, hereinafter called **ISD 709**, and **Jostens, 629 N 43rd Ave E, Duluth, MN 55804** an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2019, and shall remain in effect until June 30, 2020, 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. This is year four (4) of a four (4) year agreement (July 1, 2016 – June 30, 2020), which is renewable annually by mutual agreement.
2. **Performance.** RFP-304 East High School Annual Yearbook per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Reimbursement.** 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 ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, MN 55804.

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

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

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

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

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.** Per RFP-304 specifications.

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.** 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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000 per occurrence.

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

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

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

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

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

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

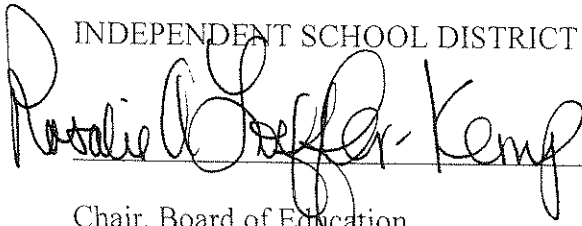
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

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

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

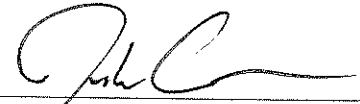
INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



Chair, Board of Education

By



Clerk of the Board or Designee

Title

Taxpayer Identification Number

AGREEMENT

Revised 3/3/15

169

THIS AGREEMENT, made and entered into this 18th day of June, 2019, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Holiday Stationstores, Inc, 4567 American Blvd West, Bloomington, MN 55437**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of July 1, 2018, and shall remain in effect until June 30, 2022, (with renewals annually July 1st of each year by mutual agreement of both parties) 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. As approved by the School Board June 19, 2018.
2. This Agreement is for year two (2), July 1, 2019 until June 30, 2020 of the term.
3. **Performance.** RFP-309-Vehicle Fuel Requirements per specifications and the response provided to the RFP.
4. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations in an amount currently estimated at \$248,591 for the first year. 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. Nothing in this section shall be deemed to be a cap on ISD 709's obligation to pay Contractor for those gallons of fuel purchased from Contractor under this Agreement, the terms of payment for which are set forth in Contractor's response/proposal.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Cancellation.** Per RFP-309 specifications.

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

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

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

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21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$2,000,000.

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

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

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

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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.

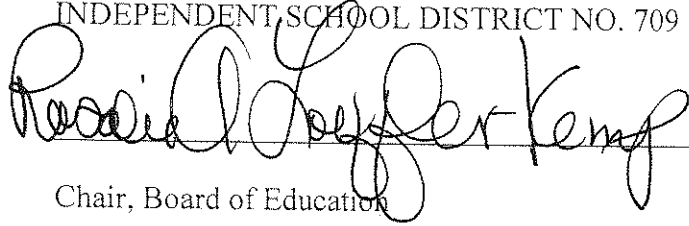
24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be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

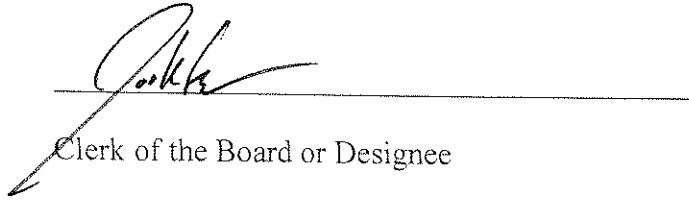
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709


Chair, Board of Education


Clerk of the Board or Designee

CONTRACTOR

By

Title

Taxpayer Identification Number

AGREEMENT

Revised 3/3/15

174

THIS AGREEMENT, made and entered into this 18th day of June, 2019, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Lifetouch, 28 NW 4th St Suite B, Grand Rapids, MN 55744**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2019, and shall remain in effect until June 30, 2020, 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. This is year four (4) of a four (4) year agreement (July 1, 2016 – June 30, 2020), which is renewable annually by mutual agreement.
2. **Performance.** RFP-302 Annual Student Pictures/ID – District Wide per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate. 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 ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Luke Abbott, Lifetouch, 28 NW 4th St Suite B, Grand Rapids, MN 55744.

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 ISD 709.

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

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

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

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.** Per RFP-302 specifications.

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.** 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.

ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$2,000,000.

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

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

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

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

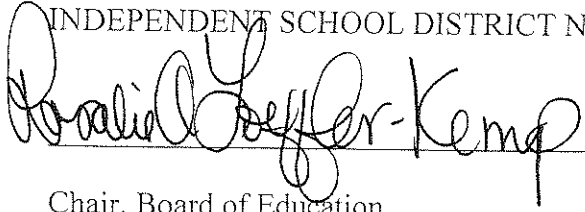
In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.


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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Chair, Board of Education


Clerk of the Board or Designee

CONTRACTOR

By

Title

Taxpayer Identification Number

**No Cost Contracts Signed
June 2019**

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

Name	Contract Source	Description
Lutheran Social Services	Myers-Wilkins	Prevention and intervention services to youth and families

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of June, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Lutheran Social Services of Minnesota (LSS), 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 09/01/2019 and shall remain in effect until 06/07/2020 (the 2019-20 school year) 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. The term of this Agreement may be extended upon written mutual agreement and will be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

2. **Performance.** Together, the Parties enter into this contract to provide prevention and early intervention services to youth and families in order to increase school attendance and decrease the number of students requiring referral to social services for education neglect.

Each party will appoint a person to serve as the contact and to coordinate the activities of each organization in carrying out this contract. Dawn Shykes, Youth Services Director, will serve as the initial appointee from Contractor. Amy Worden, School Principal, will appoint individuals to represent Myers-Wilkins Elementary School.

Contractor, the lead applicant and fiscal agent, agrees to:

- Provide services to youth and families identified as having attendance problems in Duluth Public Schools.
- Help assess and identify the underlying factors contributing to student's absenteeism, and work with students and their families to remove these barriers.
- Develop individualized plans and provide incentives to improve student attendance.
- Consult with school support team on possible referrals for students and families to supportive community services unless student or family are at risk of harm or in imminent danger.
- Contractor appointed staff will participate in weekly Students of Concern meeting.
- Provide a '20-hours of absence intervention' to elementary school students and families.
- Provide safety training regarding the transportation of clients including the use of car seats, ensuring proper insurance is maintained, vehicles have passed a motor vehicle inspection. Policy regarding transportation of students or families will be maintained by Contractor.
- Contractor will maintain professional liability insurance for Contractor staff working in the schools (see item 17 below).

- Contractor will maintain the right to decline or refuse services to students and families. Final decisions for services will be determined by Contractor staff.
- Youth Services Director will meet with building principal quarterly to monitor program effectiveness, review process of referrals, and make program changes if necessary.

District agrees to:

- Partner with Contractor Advocates to help identify and screen appropriate at-risk clients in need of attendance support services.
- Provide a private work space to Contractor Advocates with computer, phone and workstation.
- Provide access to District email, provide access to student information including Infinite Campus, and provide door access (door key and/or key fob).
- Provide a locked cabinet for confidential information in designated Contract work space.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$ 0.00.

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

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

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

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

7. 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.

8. 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.

9. 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: Amy Worden, 215 North First 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) 1422 East Superior Street, Duluth, MN 55805.

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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. **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.

17. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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FIRST AMENDMENT TO
SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
ISD 709 ADULT BASIC EDUCATION AND
CITY OF DULUTH FOR THE
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
WORKFORCE DEVELOPMENT DIVISION

WOMEN'S ECONOMIC SECURITY ACT (WESA)
Minnesota Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program

This First Amendment, effective as of the date of attestation by the City Clerk ("Effective Date") is by and between the CITY OF DULUTH, (the "City") and ISD 709 ADULT BASIC EDUCATION, (the "Grantee").

WHEREAS, the City and Grantee entered into an Agreement on or about June 1, 2018 (Approved by Resolution No. 18-0408) (City Contract No. 23475).

WHEREAS, \$4,450 in grant funding from the State of Minnesota (the "Program Grant"), acting by and through the Department of Employment and Economic Development, Workforce Development Division ("DEED") is available as a result of a modification to the Work Plan; and

WHEREAS the City desires to award the \$4,450 in grant funding to Grantee for performance of its obligations under the Agreement, to modify the work plan attached as Exhibit C of the Agreement and the Grantee's Budget as Exhibit E of the Agreement, and to extend the time of performance.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this First Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

- I. Section I AWARD. Is amended as follows:

1. AWARD. The City awards a Subgrant to Grantee in the amount of ~~Six Thousand Five Hundred Seventy Nine Dollars and no/100 (\$6,579)~~ \$11,029 for Grantee's performance of its obligations under the Program Grant including:

A. Perform the duties specified in the Work Plan, which is attached as Exhibit C and incorporated into this Agreement.

B. Provide a mid-grant report, and end-of grant report two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce One (WF1) reporting.

C. Submit invoice outlining services provided with supportive documentation to City Manager on a monthly basis. Examples of documentation for services include detailed receipts and timesheets.

D. Coordinate with City staff on scheduling for services and/or workshops.

E. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.

F. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED.

2. Section 3 TIME OF PERFORMANCE is amended as follows:

3. TIME OF PERFORMANCE. Grantee must start the Program upon execution of this Agreement and complete the Program on or before ~~June 30, 2019~~ September 30, 2019. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

3. Section 5 DISBURSEMENT is amended as follows:

5. DISBURSEMENT. It is expressly agreed and understood that the City will pay Grantee under this Agreement \$3,290 in the SFY 2018 and ~~\$3,290~~ \$7,740 in SFY 2019 with the total amount not to exceed ~~\$6,579~~ \$11,029. City will pay Grantee for all services performed under this Agreement as specified in the Budget Narrative, attached hereto as Exhibit D. Grantee's proposed budget is attached as Exhibit E. Invoices must be submitted on a monthly basis by the 5th of the following month. Payment for services will be sent within 45 days of receipt of invoice.

4. Exhibit C will be amended by adding an amended Work Plan as shown in Attachment 1.

5. Exhibit E will be amended by replacing Grantee' Budget with updated budget as shown in Attachment 2.

6. Except as specifically amended pursuant to this First Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this First

Amendment and the provisions of the Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH

ISD 709 Adult Basic Education

By _____
Mayor

By Catherine Erickson

Its: Catherine Erickson, CFO

Attest:

City Clerk
Date Attested: _____

By: _____

Its: _____

Countersigned:

City Auditor

As to form:

City Attorney

Attachment 1

Grant ID: 8041400
 Modification #: 3
 Modification Submission Date:

Modification Request

Please supply the legal name and the full address in this space. This is the fiscal agent with whom the grant agreement will be executed.

Organization Name:	City of Duluth Workforce Development Division		
Director Name:	Elena Foshay	Contact Name:	Elena Foshay
Telephone:	218-730-5241	Telephone:	218-730-5241
Email:	efoshay@duluthmn.gov	Email:	<u>efoshay@duluthmn.gov</u>
Address:	402 West First Street Duluth, MN 55802		

Does this request include a work-plan modification (if yes, please provide a brief description)?

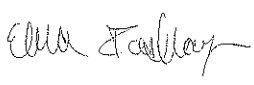
Yes, this request includes a small work plan modification to allow project partners to continue enrolling women interested in apprenticeship into WESA and providing wraparound services to help them overcome barriers and get on a pathway to a career in construction.

Does this request include a budget modification (if yes, please provide a brief description)?

Yes this request extends the timeline for expenditures.

Does this request include an extension of the grant end date (If yes, please complete A & B)	A. Current Contract End Date:	B. Requested Contract End Date:
Yes	6/30/2019	9/30/2019

I certify that the information contained herein is true and accurate to the best of my knowledge and that I am authorized to submit this application on behalf of the applicant.

Authorized Signature	Title	Date
	Director, Workforce Development	4/22/19

Grant ID: 8041400
 Modification #: 3
 Modification Submission Date:

Attachment 1: Work Plan

Please describe your modification request and provide a work plan narrative:
<p>[Briefly describe the current work plan. Provide a detailed explanation of the proposed enhancements or changes to the work moving forward as per this request including the need for a no-cost extension.]</p> <p>The existing work plan includes:</p> <ul style="list-style-type: none"> • 200 hours of training in preparation for careers in machining taught by Lake Superior College, with preparatory coursework and in-class support provided by ABE. • Pre-apprenticeship preparation for residential or commercial carpentry positions • Employer engagement in both training classes • Outreach, education, and tours of five apprenticeship training facilities aimed at connecting women to careers in the construction industry • A 150-hour construction apprenticeship exploration class to prepare participants for entry into apprenticeship <p>We would like to add to the work plan the opportunity to continue enrolling women interested in construction and manufacturing careers into the WESA grant. These individuals will have already had exposure to the building trades and apprenticeship opportunities, and will know that is the path they want to pursue. As with all other WESA participants, they will have access to wraparound services to assist with overcoming barriers to employment as well as supportive services to help obtain appropriate work clothes, personal protective equipment, tools, and indenture fees. WESA participants will also continue to have access to On-the-Job Training funds to assist with obtaining work experience.</p> <p>This addition does not change the cost per participant, rather it allows us to use unspent funds to continue supporting women in accessing non-traditional careers in construction and manufacturing.</p>

Please complete this table by filling in your plan.

Grant ID: 8041400
 Modification #: 3
 Modification Submission Date:

	Planned	Proposed	Actual
Total Enrollments	7 women enrolled in Machine Operators Class 5 women enrolled in Carpentry class 8 women enrolled in Tools of the Trade apprenticeship exploration	7 women enrolled in Machine Operators class 5 women enrolled in Carpentry class 8 women enrolled in Tools of the Trade or apprenticeship exploration	7 women enrolled in Machine Operators Class 5 women enrolled in Carpentry Class 4 women enrolled in Tools of the Trades
Total Credential Obtained	13 successfully completed training	13 successfully complete training	6 successfully completed training to date
Exits to Employment	11 exit to employment, further education, or apprenticeship	11 exit to employment, further education, or apprenticeship	2 currently employed
All other Exits	9	9	1
Total Exits	20	20	3

Grant ID: 8041400
 Modification #: 3
 Modification Submission Date:

Quarters:	Quarter ending 6/30/2018	Quarter ending 9/30/2018	Quarter ending 12/31/2019	Quarter ending 3/31/2019	Quarter ending 6/30/2019	Quarter ending 9/30/2019
Quarter Start/End:	3/31/18– 6/30/18 ACTUAL	7/1/18-9/30/18 ACTUAL	10/1/18- 12/31/18 ACTUAL	1/1/19-3/31/19 ACTUAL	4/1/19-6/30/19 Projected	7/1/19-9/30/19 Projected
Total Enrollments	5	13	13	15	18	20
Total Credential Obtained	0	3	3	8	13	0
Exits to Employment	0	0	0	7	9	11
All Other Exits	0	0	1	6	7	9
Total Exits	0	0	1	13	15	20

Attachment 2

Grant ID: 8041400
 Modification #: 3
 Modification Submission Date:

Attachment 2: Budget

Please complete this budget table by filling in your plan for DEED requested funds only.

	Original Budget	Proposed Budget	Actual Expenditures (through March 31, 2019)
Administrative Costs - 833 (Cannot exceed 10% of the total amount requested)	\$13,000	\$13,000	\$5516.42
Direct Services - 885	\$62,734	\$62,734	\$14,979.86
Direct Customer Training - 838	\$45,160	\$45,160	\$34,761.45
Support Services Costs - 828	\$11,146	\$11,146	\$2,493.65
Other Activities (Outreach) - 830	\$9,459	\$9,459	\$1,329.45
Total	\$141,499	\$141,499	\$59,080.83

Grant ID: 8041400
 Modification #: 3
 Modification Submission Date:

Quarters:	Quarter ending 6/30/2018	Quarter ending 9/30/2018	Quarter ending 12/31/2019	Quarter ending 3/31/2019	Quarter ending 6/30/2019	Quarter ending 9/30/2019
Quarter Start/End:	3/31/18-6/30/18 ACTUAL	7/1/18-9/30/18 ACTUAL	10/1/18-12/31/18 ACTUAL	1/1/19-3/31/19 ACTUAL	4/1/19-6/30/19 Projected	7/1/19-9/30/19 Projected
Administrative Costs - 833 (Cannot exceed 10% of the total amount requested)	\$672	\$1,525.91	\$927.74	\$2,390.77	\$3,741.79	\$3,741.79
Direct Services - 885	\$4,027	\$4,127	\$4,579.85	\$2,246.01	\$23,877.10	\$23,877.10
Direct Customer Training - 838	\$0	\$10,171.21	\$3,719.75	\$20,870.49	\$7,398.55	\$3,000
Support Services Costs - 828	\$429.38	\$429.38	\$2,014.27	\$50.00	\$4,326.18	\$4,326.16
Other Activities (Outreach) - 830	\$325	\$749.21	\$55.24	\$200.00	\$4,500.00	\$3,629.50
Total	\$5,453.38	\$16,573.33	\$11,296.85	\$25,757.27	\$43,843.62	\$38,574.55

Grant ID: 8041400
 Modification #: 3
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Partnership Chart

Complete this partnership chart only if you are proposing a modification to the executed contract.

The information contained in this chart should support the Work Plan as explained in the narrative. Only those organizations which have already committed resources, staff and time (or are prepared to do so) should be listed.

A Letter of Commitment MUST be included in the application from each person or organization listed below.

Type of Organization	Name and Address of Organization	Type of Commitment: (time, staff, resources, space, referrals, etc.)	Key Contact Person and Telephone Number	Letter of Commitment Enclosed
Apprenticeship Training Program	Northern MN & WI Plumbers & Steamfitters JATC	Time, Staff, Resources, Space	Jeff Brown Training Director (218) 733-9443	<input type="checkbox"/> Yes <input type="checkbox"/> No
Apprenticeship Training Program	Electrical Joint Apprenticeship and Training – IBEW/NECA Twin Ports Electrical JATC	Time, Staff, Resources, Space	Dave Orman Secretary	<input type="checkbox"/> Yes <input type="checkbox"/> No
Apprenticeship Training Program	Northern MN Sheet Metal Workers Local 10 – Duluth Superior JATC	Time, Staff, Resources, Space	Richard Barlage Training Coordinator Patch40@juno.com	<input type="checkbox"/> Yes <input type="checkbox"/> No
Apprenticeship Training Program	Twin Cities Ironworkers Apprenticeship and Training 3752 Midway Rd Hermantown, MN 55810	Time, Staff, Resources, Space	Brian Nelson Apprenticeship Coordinator Iron Workers #512 (218) 733-2680	<input type="checkbox"/> Yes <input type="checkbox"/> No
Apprenticeship Training Program	North Central States Regional Council of Carpenters 740 Olive St St. Paul, MN 55130	Time, Staff, Resources, Space	Matt Campanario Executive Director Carpenters Training (651) 646-7395	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employer	Ravin Crossbows 69 N 28 th St. E, Suite 500 Superior, WI 54880	Time, Staff (Machining)	Kyle Campbell Director of Operations Ravin Crossbows (715) 718-3574 x126	<input type="checkbox"/> Yes <input type="checkbox"/> No

Grant ID: 8041400

Modification #: 3

Modification Submission Date:

Employer	Loil Designs 5912 Waseca St. Duluth, MN 55807	Time, Staff (Machining)	Andy Eaton HR Manager Loil Designs (218) 336-8551	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Employer	Epicurean 257 B Main street Superior, WI 54880	Time, Staff (Machining)	Andy Eaton HR Manager Loil Designs (218) 336-8551	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Employer	McGough Construction 2737 Fairview Ave N St. Paul, MN 55113	Time, Staff (Carpentry)	Karin McCabe Outreach Director (652) 634-4615	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Employer	Gardner Builders 2 West 1 st St. Suite 133 Duluth, MN 55802	Time, Staff (Carpentry)	Glenn Plante (218) 522-4542	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Higher Ed	Lake Superior College 2101 Trinity Rd Duluth, MN 55811	Time, Staff, Space, Referrals	Tamara Arnott Executive Director of Workforce Development (218) 733-5923	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Community Based Organization	SOAR Career Solutions 205 W 2 nd St #101 Duluth, MN 55802	Time, Resources, Referrals	Emily Edison Executive Director (218) 722-3126	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Adult Basic Education	ISD 709 Adult Basic Education 215 N 1 st ave E Duluth, MN 55802	Time, Resources, Referrals	Patty Fleege Director (218) 336-8790	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Regional Workforce Partner (LWDA 3)	NE MN Office of Job Training 820 9 th Street N Suite 240 Virginia, MN 55792	Time, Referrals	Michelle Ufford Executive Director (218) 735-6173	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Facilities Management & Capital Project Status Report June 2019

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 307 work orders, and are currently working on 514 open work orders.
- Facilities maintenance trade crews are currently scheduled at East High School.
- Continuing to work with Human Resources and Firemen and Oilers Union to review and update position descriptions.
- Work continues to complete final award documents for MDE for the 2 awarded Safe Schools grant – Denfeld and Rockridge.
- Signage and lines are scheduled to be painted and installed at both HS sites as related to our Civil Rights review last fall.
- Review of procurement of labor and materials in a compliant manner as related to the Federal Cops grant is ongoing.
- Concrete sidewalk trip hazards were removed at MWE and Congdon.

Capital Construction:

- The LTFM 10 Year Plan PSS Track Replacement project is underway and progressing nicely.
- The LTFM Denfeld stairwell ceiling project is on track with five stairwells done and starting on the second.
- The Rockridge gym floor tile project is complete and went well.
- Work has begun through KA and Sourcewell for the LTFM HOCHS Fire Alarm System replacement project. This system is antiquated and we have a citation to replace from the fire marshal.
- Work will begin on the LPMS new bathroom/shower facility to facilitate needs of incoming students in the Special Education Program pending School Board approval at this meeting.

Building Operations

- Operations has filled an entry level custodian position at Ordean East Middle School and Congdon Elementary School. In addition, a fireperson position at Ordean East Middle School has been reposted externally. Operations has interviews for a maintenance custodian position scheduled after being reported externally.
- Operations have put together a floor crew to refinish hard wood gym floors district wide. This is a large and time-consuming task normally left for sites to complete on their own. A floor crew assigned with this task provides more time for each site to focus on deep summer cleaning, moving classrooms, and general upkeep with their building and scheduled events and activities.

Health, Safety & Environmental Management

Environmental/Health/Safety

- Hazardous waste reporting and license applications were submitted to the Minnesota Pollution Control Agency as required annually.
- An air quality concern was investigated at HOCHS. There wasn't any one factor that lead towards an air quality problem, however, there was dust buildup in the intakes so they were cleaned, filters were changed, and air vents were vacuumed.
- Basketball hoop inspections were completed as required annually. Minor issues were found and are being repaired.
- Twin Ports Testing, Inc. began the 3-year asbestos inspections. These are required inspections at all buildings with asbestos containing building materials.

Emergency Response

- Radio signal boosters were installed at East and Denfeld to increase the fire and police radio signals in the buildings. This is per fire marshal orders regarding Minnesota Administrative Rules Appendix L Section L101 – Emergency Responder Radio Coverage in Existing Buildings.

Workers' Compensation Activities

- June
 - 9 First report of incidents
 - 0 OSHA recordable incidents
- 2019 YTD Incidents
 - 159 First report of incidents received
 - 15 OSHA recordable incidents
 - 6 Days away from work
 - 221 Days of restricted work



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

July 10, 2019

William Gronseth
Superintendent of Schools

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

Cathy Erickson
CFO/Executive Director of Business Services

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

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

Hartley Residential Lots

- Under Contract.

800 E. Central Entrance "Central High School Property"

- ½ Page AD in June Business North.
- June 28th - Radio Real Estate program on KDAL 610AM / 103.9 FM – discussed site.
- Toured Developer June 26th.
- Three new inquiries from national developers.
- Inquiries and continued follow up and discussions have been ongoing with several developers and potential purchasers.

Respectfully,

Greg Follmer
Broker

2014-2019 Annual Summary Comparison of Grant and Donation Dollars

