

HR / Finance Committee
 Duluth Public Schools, ISD 709
 Agenda
 Tuesday, February 9, 2021
 VIA VIDEO CONFERENCE
 Google Meet
 Duluth, MN 55802
 4:30 PM

1. Guest Presentations for this Meeting

- A. Workers Compensation Review (see Informational Item 4C)
 1) Presented by Matt Johnson, ISD 709 Safety, Health & Environmental
 Coordinator and Julie Korbel, Marsh & McLennan Claims Consultant

2. Department Reports

A. Human Resources

B. Business Services

- 1) Finance
 a. Finance Education: CARES Act Funds 3
 2) Facilities 4
 3) Enrollment 6
 4) Child Nutrition 8
 5) Transportation 9

3. Consent Agenda

- A. HR Staffing Report 10
 B. PLACEHOLDER - New Position
 C. Finances
 1) Financial Report 12
 2) Payment of Claims
 a. Vendor Payments 22
 b. Student Activity Expenditures 29
 3) Budget Revisions 33
 4) Investment Transactions 35
 5) Fundraisers - None
 D. Bids, RFPs, and Quotes
 1) Bid #1289 Next-Generation Firewall 36
 E. Contracts, Change Orders and Leases - None
 F. Resolutions
 1) PLACEHOLDER - HR-2-21-XXXX - Collective Bargaining Unit Agreement
 2) B-2-21-XXXX - Acceptance of Donations to Duluth Public Schools 47
 3) B-2-21-XXXX - Acceptance of Grant Awards to Duluth Public
 Schools 50
 4) B-2-21-XXXX - Authorizing the Execution and Delivery of an Amendment to
 Installment Purchase Contract and a Supplement to Declaration of Trust and

Approving the Issuance, Sale and Delivery of \$18,385,000 Taxable Full Term Refunding Certificates of Participation, Series 2021A	
5) B-2-21-XXXX - Authorizing the Execution and Delivery of an Amendment to Lease Purchase Agreement and Supplement to Declaration of Trust and Approving the Issuance, Sale and Delivery of \$5,070,000 Refunding Certificates of Participation, Series 2021B	59
6) PLACEHOLDER Resolution	
4. <u>Miscellaneous Informational Items (no action required)</u>	
A. Bond Refunding Update	67
B. District Properties Update	68
C. Workers Compensation Review	70
D. Expenditure Contracts	75
E. No Cost Contracts	126
F. Revenue Contracts	131
G. Grant Applications	134
H. Change Orders Signed - None	
I. Referrals to Policy Committee - None	

Review of Covid-19 Additional Funds ISD #709

- CARES ACT Funds - ESSER & GEER :** This first round of Federal Funds distributed by MDE came in 2 categories ESSER Funds & GEER Funds. Funds were calculated by the MDE using Federally determined formulas. Districts were required to submit budgets for use of funds and would draw eligible funds through the State SERVS system once budgets were approved. Both ESSER & GEER funds may be spent through September 30, 2022. The main purpose for ESSER Funds is to mitigate the impacts of COVID-19 on school districts. The main purpose of GEER Funds is to support and enhance technology.
- CRF Funds:** A second round of Federal dollars were announced in July, Covid Relief Funds (CRF). These dollars were only eligible to be spent between July 1, 2020 and December 30, 2020. Budgets were required to be submitted to MDE and funds would be drawn through the SERVS system. Seventy-five percent of the funds needed to be drawn by November. Invoices needed to be received and purchased items in hand by December 30. The main purpose for CRF Funds is to mitigate the impacts of COVID-19 on school districts.
- St. Louis County CARES Act Grant:** ISD #709 applied for and successfully received a grant from St. Louis County to use some of their allocated CARES funds. The district was awarded funds in mid-October and all invoices must have been paid by December 1.

Current Distribution of COVID-19 Funds

Draft 1/31/21 (Subject to updates & changes)

	CRF Funds	St. Louis County	ESSER/GEER
Salaries, Wages, and Benefits	\$ 287,649.00		\$ 400,000.00
Includes support for child care and technology			
Internet Accessibility	\$ 140,000.00		
PPE and Safety Equipment	\$ 60,913.00		
Cleaning & Maintenance Supplies		\$ 189,437.00	
Transportation - Vehicle Replacement	\$ 180,000.00		
Technology Devices	\$ 1,581,900.00	\$ 174,195.00	
Child Care Supplies	\$ 2,000.00		
Instructional Supplies & Equipment		\$ 101,672.00	
Transportation - Radio Communications		\$ 99,905.00	
Contracted Services		\$ 150,205.00	
HealthSupplies		\$ 9,436.00	
FY21 - Staffing Substitutes			\$ 700,000.00
1:1 Program Staffing FY22			\$ 400,000.00
1:1 Hardware/Software FY22			\$ 600,000.00
Maintenance and Cleaning FY22			\$ 300,000.00
Wi-Fi Upgrades FY21			\$ 70,000.00
	\$ 2,252,462.00	\$ 724,850.00	\$ 2,470,000.00
	Expended	Expended	Budgeted

Facilities Management & Capital Project Status Report

January 2021

4

Facilities Management – Maintenance and Operations - General

- COVID-19 cleaning / disinfection protocols continue to be followed and improved to keep our school sites safe for all occupants.
- With Return to Learn, we have reviewed and documented our best practices to keep in-school students and staff safe.
- We are “turning the dial” and slowly allowing co-curricular activities to ramp up and occur. Specific COVID practices are being followed for these activities.
- In the past month, the Facilities maintenance crews have completed 120 work orders and are currently working on 209 open work orders.
- Snow removal and sanding efforts to keep all safe on district property are ongoing. The winter has been mild so far and snow removal costs have been on the lower end.
- Repairs to the roof parapet flashing on the Denfeld clock tower are occurring. Brick replacement will occur later this year. The skylights and roof below are protected to ensure no damage will occur should more face brick fracture and fall off.

Capital Construction

- The Congdon Park LTFM Window Replacement project is being prepared to bid.
- PSS track remediation efforts are under discussion with district legal representation.
- The OEMS LTFM door replacement project is being designed/specified and prepared to bid.
- The EHS LTFM small roof replacement project is being prepared to bid.
- Work is continuing for site development as related to the new construction efforts at the CHS site.

Building Operations

- Operations crews have been vigilant in meeting or exceeding CDC recommendations for cleaning and disinfecting our sites during Covid. We have been thrilled to welcome Elementary students back to in-person learning, and continue to utilize our new equipment to keep our schools clean and safe for all. Many of our building Engineers have been working with their school Principals to tailor a plan that will work perfectly for their specific building needs. Operations staff members continue to make suggestions on how we can improve our process to ensure that we remain Covid-free throughout the rest of the school year.

Health, Safety & Environmental Management

- OSHA 300A logs posted throughout district
- Annually required accident data submitted to OSHA
- Section 4 (recovery) of the Emergency Response Crisis Management manual was reviewed and updated by a subcommittee. Awaiting Safety Committee approval.

January 2021

- First report of incidents: 2
- OSHA recordable incidents: 1
- Days away from work: 5

2020 YTD Incidents (January 1, 2020 - December 31, 2020)

- First report of incidents: 81
- OSHA recordable incidents: 13
- OSHA recordable COVID cases: 3
- Days away from work: 113
- Days of restricted work: 381

February 4, 2021

John Magas, 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"

800 E. Central Entrance "Central High School Property"

- Negotiations to work towards acceptable development agreement underway.
- Networking with developers and brokers is ongoing.
- Continued activity and inquiries.

215 N 1st Ave E "Historic Old Central High School"

- Under Contract

Website Advertising

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

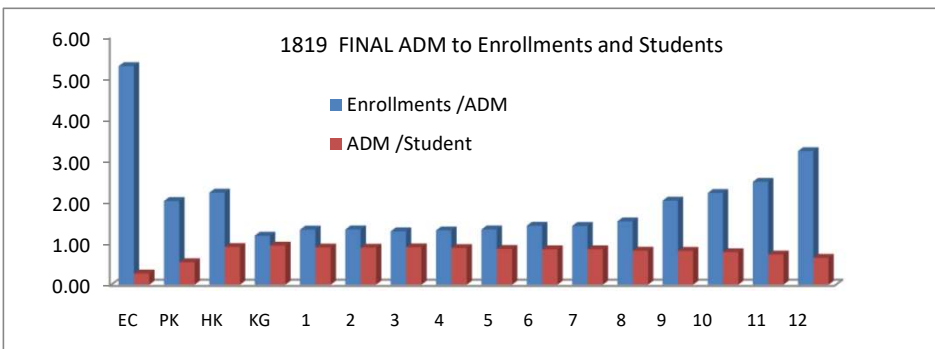
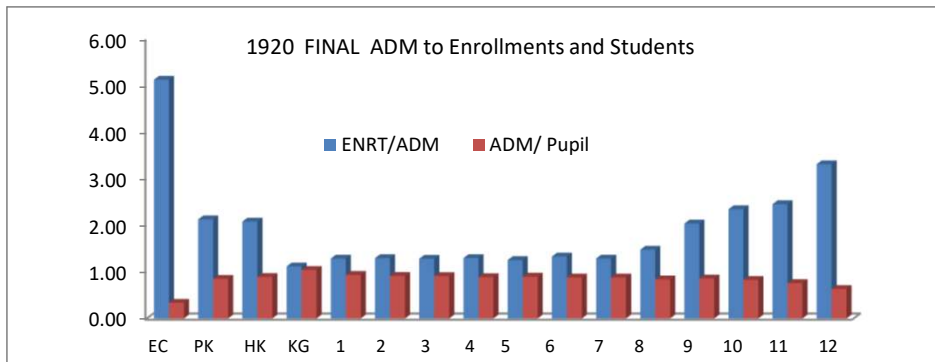
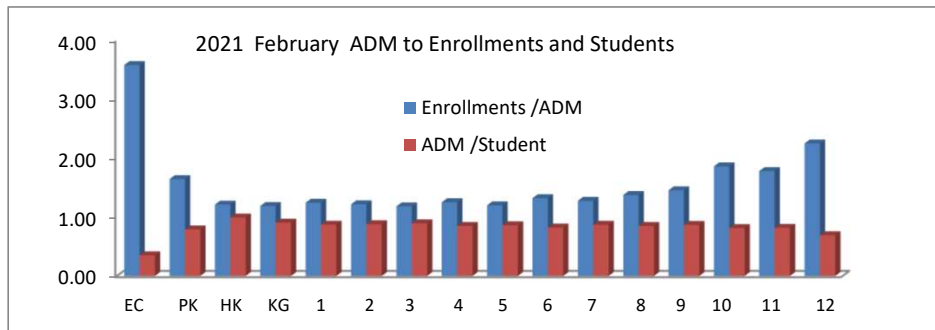
Respectfully,

Greg Follmer
Broker

**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
February 2021**

Grade	of	Student	Enrollments	ADM	Budgeted ADM	/ADM	ADM /Student
EC	327	260	219	91.25	102.00	3.58	0.35
PK	74	57	66	44.97	47.00	1.65	0.79
HK	106	88	85	87.40	72.00	1.21	0.99
KG	613	569	518	515.63	535.00	1.19	0.91
1	730	673	592	586.45	649.00	1.24	0.87
2	699	653	580	574.56	622.00	1.22	0.88
3	709	671	605	599.32	625.00	1.18	0.89
4	635	597	518	507.19	557.00	1.25	0.85
5	643	622	547	535.59	574.00	1.20	0.86
6	711	655	549.55	538.08	597.00	1.32	0.82
7	726	654	584.55	568.46	607.00	1.28	0.87
8	756	648	565.6	550.03	585.00	1.37	0.85
9	1005	795	721	690.08	725.00	1.46	0.87
10	1177	777	660.35	632.03	665.00	1.86	0.81
11	1194	822	700.3	670.27	668.00	1.78	0.82
12	1432	918	664.45	635.95	550.00	2.25	0.69
Total:	11537	9459	8175.8	7827.25	8180.00	1.47	0.83

+proj-budg> -352.75

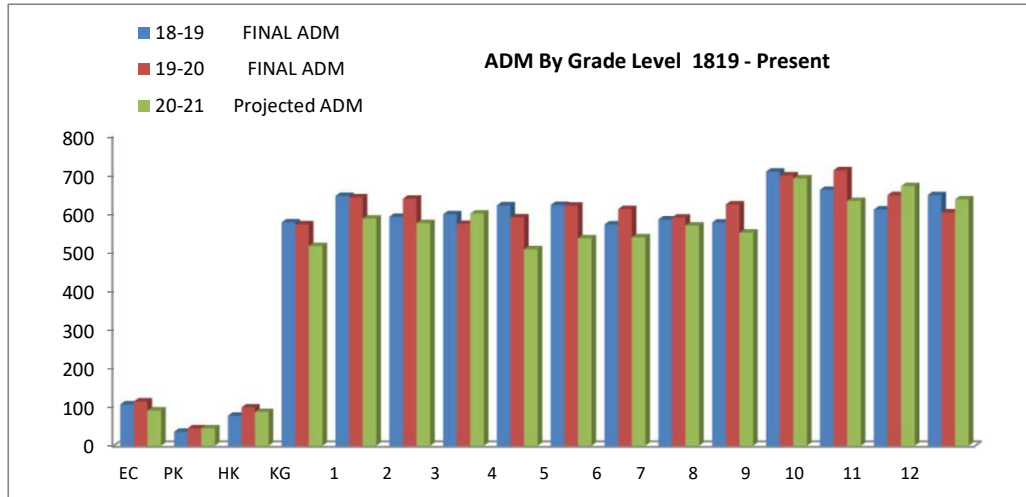


**Duluth Public Schools Projected Average Daily Membership (ADM) Report
February 2021**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	327	260	219	91.25	102.00	3.58	0.35
PK	74	57	66	44.97	47.00	1.65	0.79
HK	106	88	85	87.40	72.00	1.21	0.99
KG	613	569	518	515.63	535.00	1.19	0.91
1	730	673	592	586.45	649.00	1.24	0.87
2	699	653	580	574.56	622.00	1.22	0.88
3	709	671	605	599.32	625.00	1.18	0.89
4	635	597	518	507.19	557.00	1.25	0.85
5	643	622	547	535.59	574.00	1.20	0.86
6	711	655	549.55	538.08	597.00	1.32	0.82
7	726	654	584.55	568.46	607.00	1.28	0.87
8	756	648	565.6	550.03	585.00	1.37	0.85
9	1005	795	721	690.08	725.00	1.46	0.87
10	1177	777	660.35	632.03	665.00	1.86	0.81
11	1194	822	700.3	670.27	668.00	1.78	0.82
12	1432	918	664.45	635.95	550.00	2.25	0.69
Total:	11537	9459	8175.8	7827.25	8180.00	1.47	0.83

+proj-budg> -352.75

GRADE	18-19 FINAL ADM	19-20 FINAL ADM	20-21 Projected ADM	Add'l Adjustments
EC	106.79	114.46	91.25	
PK	35.96	45.12	44.97	
HK	77.53	98.98	87.40	
KG	576.74	571.48	515.63	
1	644.98	641.06	586.45	
2	591.03	637.68	574.56	
3	597.55	572.54	599.32	
4	620.48	589.52	507.19	
5	621.52	619.65	535.59	
6	571.29	610.70	538.08	
7	584.07	589.04	568.46	
8	576.28	622.87	550.03	
9	707.65	697.70	690.08	
10	660.55	711.16	632.03	
11	609.9	646.82	670.27	
12	647.15	602.23	635.95	
Total:	8229.47	8371.01	7827.25	



Child Nutrition Report January 2021

During the month of January, the Child Nutrition Department has been working on preparations for students returning to the classroom. Our department worked with the Transportation Department to revise bus hub meal sites. Also, the Child Nutrition Department worked with the Maintenance Department to have a smooth transition to feeding students in the cafeteria and classrooms ensuring that CDC and MDH guidelines for Covid are followed. The pick-up school sites for bagged meals were revised as well. Families are welcome to pick up bagged breakfasts and bagged lunches at Ordean East Middle School, Lincoln Middle School, East High School and Denfeld High School.

The USDA extended the waiver for the Summer Meals Program through June 2021, which allows the Child Nutrition Department to serve meals at no charge to all children under the age of 18. This applies to breakfast and lunch meals provided in person at school as well as the bagged meals for families to pick up at schools and bus hubs.

The deadline for Free & Reduced applications to maximize the impact for Comp Ed revenue was extended to January 4, 2021 due to the pandemic. An additional 23 applications were processed January 1 to January 4, 2021.

The USDA & MDE Food and Nutrition Service School Nutrition Resource Management Review auditors requested additional financial details on the School Meals program. With the assistance of Peggy Blalock, Finance Manager, the additional information was submitted to the reviewers.

Continued training for the Cafeteria Managers on the new Healthy E menu software. The Healthy E menu software is USDA approved for Meal Programs. The program includes a menu planning tool, production record module, and nutrient menu analysis. This program helps ensure that all USDA, MDE meal regulations are met through menu planning and record keeping. Our Cafeteria Managers are excited to utilize this computer program, which makes the daily required documentation of food records, more efficient.

The Child Nutrition Department welcomed a new Satellite II Cafeteria manager to Lakewood School. Lily Flatt accepted the position. Elizabeth Russell retired from the Lakewood position after many years of service to the School District.

Menu planning, bus hub revision, school site meal pickup, and Child Nutrition staffing are being discussed so that the Child Nutrition Department is prepared for 3 -5 elementary students to return to school on February 8. Contingency plans for a Covid outbreak in a kitchen are also being discussed.

Transportation Report February 2021

The ISD #709 Transportation Department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

In January, the radio project continued and all radios were installed in buses. The conversion to digital is being finalized. This will help with better communication between drivers and between drivers and buildings.

Elementary full routes have begun with elementary students on a 5-day schedule.

Targeted educational supports happening in the secondary buildings are utilizing bus hubs in order for students to have an option to get to school. Middle schools will be starting February 9.

Meal hubs continue, and more bus trips are being scheduled in February.

The secondary hybrid model transition will require much work to coordinate transportation. Meetings are being set up to talk with building leaders and working with our bus contractor to find out what capacity we have to transport students. Student survey results will be key. Secondary students will need to be changed in the system to represent hybrid days which will be a big project.

The transportation department will be posting and hiring for a router position due to an opening.

The transportation manager works closely with the Superintendent to determine safe busing based on weather conditions.

Cold weather conditions required several buses being jumped.

HUMAN RESOURCES ACTION ITEMS FOR 2/23/21**CERT CO-CURRICULAR****POSITION**

JUNTUNEN, MICHELLE L ONE ACT PLAY HS ADVISOR, DENFELD, 20/21, \$6,080
 KIERO, STEPHANIE A MATH CORPS/MYERS-WILKINS, 20/21, \$1,500
 LARSEN, ROBIN M READING CORPS/MACARTHUR, 20/21, \$1,500
 NATER, ALEX K 0.25 SWIM HS HD COACH BOYS, EAST, 20/21, \$1,134.25
 NATER, ALEX K 0.2 SWIM HS ASST COACH BOYS, EAST, 20/21, \$603.60
 USELMAN, DALE L READING CORPS/LOWELL, 20/21, \$1,500
 *PLACEHOLDER
 TOTAL: 6

CERT LEAVES**POSITION**

MAYOU, ELIZABETH J SPEC ED INTERVENTIONIST/LAKEWOOD, REVISED SUPERINTENDENT APPROVED LWOP
 *PLACEHOLDER
 TOTAL: 1

EFFECTIVE DATES

11/02/20 04/16/21

CERT LONG TERM SUB**POSITION**

CHISHOLM, KYLE T 0.8 LTS/SPECIAL EDUCATION DCD III/DENFELD, (BA) III 1, H. PYKKONEN
 SCHWARZE, SARAH M LTS/DIS. LEARNING - SPANISH IMMERSION/LOWELL, (BA)III 6, A. HATTON-WATTERS
 *PLACEHOLDER
 TOTAL: 2

EFFECTIVE DATES01/04/21 04/05/21
01/22/21 06/11/21**CERT PERM INCREASE****POSITION**

FRISCHMANN, BREELYNN E SOCIAL WORKER/DW, 0.6 -0.7
 MOLINE, RACHEL, M SCHOOL NURSE/DW, 0.55 - 1.0 INCREASE
 *PLACEHOLDER
 TOTAL: 2

EFFECTIVE DATES09/24/20
01/14/21**CERT TEMP INCREASE****POSITION**

DEMARS, JESSICA R SPEC EDUC RESOURCES/DENFELD, 1/6 OVERLOAD
 DEMARS, JESSICA R SPECIAL EDUC RESOURCE/DENFELD, 1/6 OVERLOAD
 ERICKSON, SHANE J SCHOOL SOCIAL WORKER/DENFELD, 1/6 OVERLOAD
 SAYLER, DONNA L SCHOOL SOCIAL WORKER/DENFELD, 1/6 OVERLOAD
 STOLARZYK, BRIAN E SPECIAL EDUC RESOURCE/DENFELD, 1/6 OVERLOAD
 WILLIAMS, PAULA M GUIDANCE COUNSELOR/ROCKRIDGE, 1/6 OVERLOAD
 *PLACEHOLDER
 TOTAL: 6

EFFECTIVE DATES**CERT RESIGNATION****POSITION**

WEBER, MARGARET F SPEC ED SCHOOL NURSE/DISTRICT WIDE
 *PLACEHOLDER
 TOTAL: 1

EFFECTIVE DATES

01/08/21

CERT RETIREMENT**POSITION**

CURRAN, GWYN A GRADE 3 TEACHER/DISTRICT WIDE
 *PLACEHOLDER
 TOTAL: 1

EFFECTIVE DATES

06/30/21

NON CERT APPOINTMENTS**POSITION**

COOKE, GAIL C FOOD SERVICE HELPER/LAKEWOOD, 16.25/38WKS, \$11.55/HR, X LUE
 KANE, LEAH J SPEC ED PARA/STUD/DENFELD, 32.5/38WKS, \$16.08/HR, TEMP POS, M WELTER
 WAGENBACH, VALARIE N OSSS/ALC, 40/52WKS, \$18.96/HR, J BLACK
 *PLACEHOLDER
 TOTAL: 3

EFFECTIVE DATES01/04/21
01/05/21
01/27/21**NON CERT LEAVES****POSITION**

CHISHOLM, KYLE T SPEC ED PARAPROFESSIONAL/ DENFELD, A PERSONAL LWOP
 GOAR, AMY L ECSE PARAPROFESSIONAL/LAURA MACARTHUR, A MEDICAL LWOP
 KELLEY, BRYCE S SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, A PERSONAL LWOP
 MCNELLY, TERESA L ECSE PARAPROFESSIONAL/HOMECROFT, A PERSONAL LWOP
 STEBERG, TODD D CUSTODIAN FLOAT/LINCOLN PARK, A PERSONAL LWOP
 *PLACEHOLDER
 TOTAL: 5

EFFECTIVE DATES01/04/21 04/05/21
01/25/21 06/01/21
01/04/21 01/08/21
01/11/21 01/15/21
12/28/20 12/31/20**NON CERT PROMOTION****POSITION**

FREEL, FREDERICK J, II MAINT CUSTODIAN/HOMECROFT, SCHL CUSTODIAN/ORDEAN EAST, \$17.06/HR, B THOMPSON
 *PLACEHOLDER
 TOTAL: 1

EFFECTIVE DATES

12/28/20

NON CERT RESIGNATION

MACIVER, LISA M
O'LEARY, KAREN A
PAPPAS, HEATHER M
RICH, KRISTIN R
*PLACEHOLDER
TOTAL: 4

POSITION

PRESCHOOL PARAPROFESSIONAL/LOWELL
SATELLITE MANAGER II/DENFELD
BUS DRIVER II/TRANSPORTATION, PRESUMED
SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR

EFFECTIVE DATES

01/08/21 11
08/05/20
08/27/19
01/13/21

NON CERT RETIREMENT

OVERBY, CHERYL A
TUOMINEN, ROBBIN L
*PLACEHOLDER
TOTAL: 2

POSITION

SPEC ED PARAPROFESSIONAL/STOWE
OFFICE SUPPORT SPECIALIST/ROCKRIDGE

EFFECTIVE DATES

06/10/21
01/15/21

		General Fund Dec-20			Percent of year	50.00%
		FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy	\$	-	\$ 18,709,995	\$ 18,709,995	\$ 18,709,995	100%
State aids		29,922,982	70,295,234	70,323,810	40,400,828	57%
Special ED (fin 740)		5,723,491	14,856,750	14,856,750	9,133,259	61%
Federal		5,784,180	5,878,574	10,743,345	4,959,165	46%
Other		401,870	-	-	(401,870)	
Other Local		531,424	2,978,214	3,060,987	2,529,563	83%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
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Total Revenue	\$	42,363,947	\$ 114,060,023	\$ 119,036,143	\$ 76,672,196	64%
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Expenditures						
010-050 Administration	\$	2,559,495	\$ 5,546,316	\$ 5,959,652	\$ 3,400,157	57%
105-110 District Support Services		4,733,459	5,854,475	7,244,116	2,510,657	35%
200-298 Elem & Secondary Reg		14,764,126	45,738,940	48,233,289	33,469,163	69%
300-380 Vocational Education		428,736	1,544,477	1,544,477	1,115,741	72%
400-422 Special Education		9,442,376	24,735,656	24,735,655	15,293,279	62%
505-590 Community Education						
605-640 Instructional Support		1,440,194	3,934,727	3,936,330	2,496,136	63%
710-770 Pupil Support		3,246,629	8,968,496	9,388,344	6,141,715	65%
805-865 Sites and Buildings		4,690,049	13,031,439	13,288,782	8,598,733	65%
910-940 Fiscal & Other Fixed		468,902	3,363,554	3,363,554	2,894,652	86%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
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Total Expenditures	\$	41,773,966	\$ 114,059,336	\$ 119,035,455	\$ 77,261,489	65%
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Excess Rev Over (Under)	\$	589,981	\$ 687	\$ 688	\$ (589,293)	

		Percent of year			50.00%	
		General Fund Unrestricted				
		Dec-20				
		FY21	FY 21 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	-	\$ 14,961,986	\$ 14,961,986	\$ 14,961,986	100%
State aids		29,665,091	60,363,736	60,363,736	30,698,645	51%
Special ED (fin 740)		5,723,491	14,856,750	14,856,750	9,133,259	61%
Federal		-	-	-	-	
Other		401,870	-	-	(401,870)	
Other Local		336,697	2,173,488	2,173,488	1,836,791	85%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
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Total Revenue	\$	36,127,149	\$ 93,697,216	\$ 93,697,216	\$ 57,570,067	61%
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Expenditures						
010-050 Administration	\$	2,146,159	\$ 5,546,316	\$ 5,546,316	\$ 3,400,157	61%
105-110 District Support Services		3,258,718	5,712,117	5,712,117	2,453,399	43%
200-298 Elem & Secondary Reg		11,012,300	34,704,489	34,704,489	23,692,189	68%
300-380 Vocational Education		428,736	1,353,081	1,353,081	924,345	68%
400-422 Special Education		8,358,821	21,696,576	21,696,575	13,337,754	61%
505-590 Community Education						
605-640 Instructional Support		646,112	1,727,665	1,726,665	1,080,553	63%
710-770 Pupil Support		2,713,481	8,342,573	8,342,573	5,629,092	67%
805-865 Sites and Buildings		3,164,225	9,774,643	9,774,643	6,610,418	68%
910-940 Fiscal & Other Fixed		468,902	3,363,554	3,363,554	2,894,652	86%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
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Total Expenditures	\$	32,197,454	\$ 93,562,270	\$ 93,561,269	\$ 61,363,815	66%
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Excess Rev Over (Under)	\$	3,929,695	\$ 134,946	\$ 135,947	\$ (3,793,748)	

		Percent of year			50.00%
		General Fund Restricted			
		Dec-20			
	FY21	FY 21 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
Revenues					
Levy	\$ -	\$ 3,748,009	\$ 3,748,009	\$ 3,748,009	100%
State aids	257,891	9,931,498	9,960,074	9,702,183	97%
Special ED (fin 740)	-	-	-	-	
Federal	5,784,180	5,878,574	10,743,345	4,959,165	46%
Other	-	-	-	-	
Other Local	194,727	804,726	887,499	692,772	78%
Student Activities	-	-	-	-	
Total Revenue	\$ 6,236,798	\$ 20,362,807	\$ 25,338,927	\$ 19,102,129	75%
Expenditures					
010-050 Administration	\$ 413,336	\$ -	\$ 413,336	\$ -	
105-110 District Support Services	1,474,741	142,358	1,531,999	57,258	4%
200-298 Elem & Secondary Reg	3,751,826	11,034,451	13,528,800	9,776,974	72%
300-380 Vocational Education	-	191,396	191,396	191,396	100%
400-422 Special Education	1,083,555	3,039,080	3,039,080	1,955,525	64%
505-590 Community Education					
605-640 Instructional Support	794,082	2,207,062	2,209,665	1,415,583	64%
710-770 Pupil Support	533,148	625,923	1,045,771	512,623	
805-865 Sites and Buildings	1,525,824	3,256,796	3,514,139	1,988,315	57%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
Total Expenditures	\$ 9,576,512	\$ 20,497,066	\$ 25,474,186	\$ 15,897,674	62%
Excess Rev Over (Under)	\$ (3,339,714)	\$ (134,259)	\$ (135,259)	\$ 3,204,455	

		Food Service Fund Dec-20			Percent of year	50.00%
		FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy		\$ -	\$ -	\$ -	\$ -	
State aids		68,843	225,000	225,000	156,157	69%
Special ED (fin 740)		-	-	-	-	
Federal		651,469	2,588,000	2,588,000	1,936,531	75%
Other		21,133	10,000	1,470,000	1,448,867	99%
Other Local		2,250		10,000	7,750	78%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue		\$ 743,695	\$ 2,823,000	\$ 4,293,000	\$ 3,549,305	83%
<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	1,007,100	4,433,337	4,433,337	3,426,237	77%
805-865	Sites and Buildings	-	-	-	-	
910-940	Fiscal & Other Fixed	-	-	-	-	
Student Activities		-	-	-	-	
<hr/>						
Total Expenditures		\$ 1,007,100	\$ 4,433,337	\$ 4,433,337	\$ 3,426,237	77%
<hr/>						
Excess Rev Over (Under)		\$ (263,405)	\$ (1,610,337)	\$ (140,337)	\$ 123,068	

		Percent of year			50.00%	
		Community Service Fund				
		Dec-20				
		FY21	FY 21 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
Revenues						
Levy	\$	-	\$ 967,904	\$ 989,110	\$ 989,110	100%
State aids		1,629,604	2,554,075	2,487,932	858,328	34%
Special ED (fin 740)		-	-	-	-	
Federal		592,560	2,048,958	2,764,095	2,171,535	79%
Other		-	-	-	-	
Other Local		496,403	1,992,063	1,794,050	1,297,647	72%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue	\$	2,718,567	\$ 7,563,000	\$ 8,035,187	\$ 5,316,620	66%
<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		2,606,798	7,789,371	8,422,132	5,815,334	69%
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities		-	-	-	-	
<hr/>						
Total Expenditures	\$	2,606,798	\$ 7,789,371	\$ 8,422,132	\$ 5,815,334	69%
<hr/>						
Excess Rev Over (Under)	\$	111,769	\$ (226,371)	\$ (386,945)	\$ (498,714)	

		Percent of year				50.00%
		Capital Projects Fund				
		Dec-20				
		FY21	FY 21 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	-	\$	-	\$	-
State aids		-		-		-
Special ED (fin 740)		-		-		-
Federal		-		-		-
Sales		-		-		-
Other Local		-		-		-
Student Activities		-		-		-
<hr/>						
Total Revenue	\$	-	\$	-	\$	-
<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		-		-		-
805-865 Sites and Buildings		-		-		-
910-940 Fiscal & Other Fixed		-		-		-
Student Activities		-		-		-
<hr/>						
Total Expenditures	\$	-	\$	-	\$	-
<hr/>						
Excess Rev Over (Under)	\$	-	\$	-	\$	-

		Debt Service Fund Dec-20			Percent of year	50.00%
		FY21 Actual	FY 21 Budget Adopted Revised		Revised Budget Balance	Percent Budget Remaining
Revenues						
Levy	\$	-	\$ 19,608,723	\$ 19,608,723	\$ 19,608,723	100%
State aids		2,229,798	2,188,563	2,188,563	(41,235)	-2%
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		-	1,000	1,000	1,000	100%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue	\$	2,229,798	\$ 21,798,286	\$ 21,798,286	\$ 19,568,488	90%
<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		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities		3,131,850	21,506,300	21,506,300	18,374,450	85%
<hr/>						
Total Expenditures	\$	3,131,850	\$ 21,506,300	\$ 21,506,300	\$ 18,374,450	85%
<hr/>						
Excess Rev Over (Under)	\$	(902,052)	\$ 291,986	\$ 291,986	\$ 1,194,038	

		Trust Fund Dec-20			Percent of year	50.00%
		FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy	\$	-	\$ -	\$ -	\$ -	
State aids		-	-	-	-	
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		396	258,575	258,575	258,179	100%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue	\$	396	\$ 258,575	\$ 258,575	\$ 258,179	100%
<hr/>						
Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		250,000	250,000	250,000	-	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		-	-	-	-	
<hr/>						
Total Expenditures	\$	250,000	\$ 250,000	\$ 250,000	\$ -	0%
<hr/>						
Excess Rev Over (Under)	\$	(249,604)	\$ 8,575	\$ 8,575	\$ 258,179	

		Percent of year			50.00%
		Dental Internal Service Fund			
		Dec-20			
	FY21	FY 21 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	280,230	917,000	917,000	636,770	69%
Student Activities	-	-	-	-	
Total Revenue	\$ 280,230	\$ 917,000	\$ 917,000	\$ 636,770	69%
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	388,236	917,000	917,000	528,764	58%
Student Activities	-	-	-	-	
Total Expenditures	\$ 388,236	\$ 917,000	\$ 917,000	\$ 528,764	58%
Excess Rev Over (Under)	\$ (108,006)	\$ -	\$ -	\$ 108,006	

**Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 12/31/20**

	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 11/30/2020	\$ 38,808,157	\$ 21,644,361	\$ 903,790	\$ (3,349,266)	\$ 1,390,277	\$ 2,724,149	\$ 10	\$ 12,878,067	\$ 932,752	\$ 559,206	\$ 1,124,810
Receivables (increase)/decrease -	2,090,215	2,094,934	320	-	(11,660)	6,080	-	-	-	541	-
Payables increase/(decrease) -	10,390	(252,869)	40,025	65,995	91,647	65,592	-	-	-	-	-
Revenues increase/(decrease) -	9,760,223	7,706,297	389,209	617,737	501,226	132,168	-	337,265	396	75,926	-
Expenditures (increase)/decrease -	(9,904,394)	(7,760,973)	(236,566)	(568,624)	(554,487)	(723,742)	-	(2,095)	-	(57,906)	-
Cash and investments 12/31/2020	\$ 40,764,591	\$ 23,431,750	\$ 1,096,777	\$ (3,234,158)	\$ 1,417,002	\$ 2,204,248	\$ 10	\$ 13,213,237	\$ 933,148	\$ 577,767	\$ 1,124,810

ISD 709 ACH & WIRE TRANSFER SUMMARY FOR THE MONTH ENDING 1/31/2021

Check Date	Wire Trx/CP	Vendor Name	Check Amount
1/6/2021	8000000507	DRYER PETERSON & KNUTSON, P.C.	\$ 7,206.00
1/6/2021	8000000508	GOODIN COMPANY	\$ 164.23
1/6/2021	8000000509	HOGLUND BUS CO INC	\$ 107.64
1/6/2021	8000000510	INVOLTA LLC	\$ 2,500.00
1/6/2021	8000000511	JOSTENS INC	\$ 565.08
1/6/2021	8000000512	NORTHERN BUSINESS PRODUCTS INC	\$ 592.67
1/6/2021	8000000513	NORTHLAND FIRE AND SAFETY INC	\$ 49.92
1/6/2021	8000000514	PRAXAIR DISTRIBUTION INC	\$ 1,068.30
1/6/2021	8000000515	SCHMITT MUSIC CENTERS	\$ 583.79
1/6/2021	8000000516	SCHOOL SPECIALTY INC	\$ 780.82
1/8/2021	8000000517	AFSCME MN CNCIL 5 EFT PARA PRO & FD SVC DUES	\$ 9,051.30
1/8/2021	8000000518	CITISTREET FOR MSRS EFT	\$ 46,461.48
1/8/2021	8000000519	DULUTH FEDERATION OF TEA	\$ 34,103.33
1/8/2021	8000000520	EBC - FLEX EFT	\$ 8,039.90
1/8/2021	8000000521	EBC - TSA EFT	\$ 54,319.28
1/8/2021	8000000522	EDUCATION MN CLERICAL EFT	\$ 810.66
1/8/2021	8000000523	FEDERAL 941 PR TAXES	\$ 573,073.50
1/8/2021	8000000524	MG TRUST	\$ 175,165.82
1/8/2021	8000000525	MN CHILD SUPPORT EFT	\$ 247.81
1/8/2021	8000000526	MN STATE PR TAXES	\$ 95,998.76
1/8/2021	8000000527	PUBLIC EMPLOYEES RETIREMENT EFT	\$ 92,616.29
1/8/2021	8000000528	TEACHERS RETIREMENT ASSOC EFT	\$ 288,724.97
1/11/2021	8000000529	JAMAR COMPANY	\$ 3,632.78
1/11/2021	8000000530	NORTHERN BUSINESS PRODUCTS INC	\$ 222.11
1/11/2021	8000000531	PRAXAIR DISTRIBUTION INC	\$ 632.71
1/11/2021	8000000532	SCHOLASTIC INC TEACHING RESOURCES	\$ 104.39
1/11/2021	8000000533	SCHOOL HEALTH CORP	\$ 143.28
1/19/2021	8000000534	ARROWHEAD RADIO & SEC HUNT ELECTRIC CORP	\$ 2,588.70
1/19/2021	8000000535	BARNES AND NOBLE BKSTR	\$ 975.02
1/19/2021	8000000536	BRAUN INTERTEC CORP	\$ 8,750.00
1/19/2021	8000000537	GOODIN COMPANY	\$ 104.16
1/19/2021	8000000538	JAMAR COMPANY	\$ 1,000.00
1/19/2021	8000000539	JOHNSON CONTROLS INC	\$ 8,724.51
1/19/2021	8000000540	MICHAUD DIST INC	\$ 165.00
1/19/2021	8000000541	NORTHERN BUSINESS PRODUCTS INC	\$ 160.31
1/19/2021	8000000542	PER MAR SECURITY SERVICES	\$ 3,791.94
1/19/2021	8000000543	SCHOOL SPECIALTY INC	\$ 1,766.86
1/19/2021	8000000544	TWIN PORTS PAPER AND SUPPLY	\$ 40.68
1/22/2021	8000000545	CITISTREET FOR MSRS EFT	\$ 97,665.33
1/22/2021	8000000546	DULUTH FEDERATION OF TEA	\$ 34,114.19
1/22/2021	8000000547	EBC - FLEX EFT	\$ 8,039.90
1/22/2021	8000000548	EBC - TSA EFT	\$ 55,072.21
1/22/2021	8000000549	EDUCATION MN CLERICAL EFT	\$ 810.66

1/22/2021	8000000550	FEDERAL 941 PR TAXES	\$	554,991.95
1/22/2021	8000000551	MG TRUST	\$	186,361.35
1/22/2021	8000000552	MN CHILD SUPPORT EFT	\$	247.81
1/22/2021	8000000553	MN STATE PR TAXES	\$	92,936.78
1/22/2021	8000000554	NATL CONF OF FIREMEN AND OILERS 32BJ ADF	\$	18.00
1/22/2021	8000000555	PUBLIC EMPLOYEES RETIREMENT EFT	\$	79,293.65
1/22/2021	8000000556	TEACHERS RETIREMENT ASSOC EFT	\$	291,441.35
1/25/2021	8000000557	ARROWHEAD RADIO & SEC HUNT ELECTRIC CORP	\$	778.17
1/25/2021	8000000558	BARNES AND NOBLE BKSTR	\$	11.99
1/25/2021	8000000559	FORUM COMMUNICATIONS COMPANY	\$	805.21
1/25/2021	8000000560	JAMAR COMPANY	\$	162.53
1/25/2021	8000000561	JOHNSON CONTROLS INC	\$	22,861.82
1/25/2021	8000000562	MN HOIST INSPECTION INC	\$	587.37
1/25/2021	8000000563	NORTHERN BUSINESS PRODUCTS INC	\$	357.39
1/25/2021	8000000564	NORTHLAND FIRE AND SAFETY INC	\$	290.09
1/25/2021	8000000565	SCHMITT MUSIC CENTERS	\$	441.37
1/25/2021	8000000566	SCHOOL HEALTH CORP	\$	3,415.12
1/25/2021	8000000567	SCHOOL SPECIALTY INC	\$	584.86
1/25/2021	8000000568	TEXTBOOK WAREHOUSE INC	\$	776.00
1/25/2021	8000000569	TRI DIM FILTER CORPORATION	\$	1,147.26
1/25/2021	8000000570	TWIN PORTS PAPER AND SUPPLY	\$	23.24
1/25/2021	8000000571	VIKING ELECTRIC SUPPLY	\$	514.58
1/28/2021	8000000572	ASSOCIATED BANK (EFT)	\$	4,512,500.00
1/28/2021	8000000573	DELTA DENTAL PLAN OF MN(EFT)	\$	55,145.61
1/28/2021	8000000574	HARRIS BANK MASTERCARD EFT	\$	21,386.66
1/28/2021	8000000575	MEDICA HEALTH PLAN (EFT)	\$	147,188.00
1/28/2021	8000000576	PEIP - HLTH EFT	\$	1,579,394.28
1/28/2021	8000000577	U S BANK TRUST N A CORP EFT	\$	13,845,351.15

Report Total \$ 23,019,749.88

ISD 709 VENDOR REPORT FOR THE MONTH ENDING 1/31/2021

Check Date	Check Number	Vendor Name	Check Amount
1/4/2021	701489	APPLIANCE REPAIR SERVICE	\$ 391.15
1/4/2021	701490	ASSOCIATION OF TITLE IX ADMINISTRATORS	\$ 4,999.00
1/4/2021	701491	AT&T WIRELESS	\$ 25.53
1/4/2021	701492	BEST BUY GOVT & EDUCATION	\$ 466.67
1/4/2021	701493	CHARTER COMMUNICATIONS	\$ 91.99
1/4/2021	701494	CLARITY INTERPRETING SERVICES LLC	\$ 300.00
1/4/2021	701495	DALCO	\$ 485.93
1/4/2021	701496	DONALD HOLM CONSTRUCTION	\$ 6,641.37
1/4/2021	701497	DULUTH AREA CHAMBER OF COMMERCE	\$ 2,200.00
1/4/2021	701498	DULUTH COMMUNITY SCHOOL COLLABORATIVE	\$ 3,047.47
1/4/2021	701499	DULUTH FINE PIANOS LLC	\$ 3,999.00
1/4/2021	701500	DULUTH LAWN AND SPORT	\$ 52.52
1/4/2021	701501	FEDERAL EXPRESS CORP	\$ 16.16
1/4/2021	701502	GRAINGER W W INC	\$ 59.09
1/4/2021	701503	GRAYBAR ELECTRIC CO	\$ 1,183.66
1/4/2021	701504	HOBART SALES AND SERVICE	\$ 1,234.60
1/4/2021	701505	HOLIDAY STATIONSTORES INC	\$ 735.62
1/4/2021	701506	INSIGHT PUBLIC SECTOR	\$ 1,238.02
1/4/2021	701507	JH LARSON COMPANY	\$ 116.19
1/4/2021	701508	LEAF CAPITAL FUNDING LLC	\$ 1,545.72
1/4/2021	701509	MENARDS HERMANTOWN	\$ 33.54
1/4/2021	701510	MENARDS SPIRIT VALLEY	\$ 128.32
1/4/2021	701511	MN SCHOOL BOARDS ASSN	\$ 975.00
1/4/2021	701512	MN SUPPLY CO	\$ 173.55
1/4/2021	701513	MOTION INDUSTRIES INC	\$ 45.05
1/4/2021	701514	NORTHERN DOOR AND HARDWARE	\$ 1,215.00
1/4/2021	701515	OVERHEAD DOOR CO INC	\$ 300.00
1/4/2021	701516	R.M. COTTON COMPANY	\$ 400.00
1/4/2021	701517	RANGE PAGING	\$ 675.00
1/4/2021	701518	SPRINT	\$ 356.97
1/4/2021	701519	ST LOUIS COUNTY AUDITOR	\$ 6,299.18
1/4/2021	701520	TUNED IN WITH CINDY	\$ 747.00
1/4/2021	701521	VEIT AND COMPANY INC	\$ 401.00
1/4/2021	701522	VERIZON WIRELESS	\$ 182.82
1/4/2021	701523	VIELE CONTRACTING INC	\$ 2,902.90
1/8/2021	701524	Durick Eder, Kelly A	\$ 581.80
1/8/2021	701525	Oleary, Paulette M	\$ 476.92
1/8/2021	701526	EDUCATION MINNESOTA	\$ 30.94
1/8/2021	701527	EDUCATION MN INTEGRATION SPEC LOCAL 7373	\$ 215.18
1/8/2021	701528	EXECUTIVE EMPLOYEES ASSN	\$ 150.00
1/8/2021	701529	GURSTEL STALOCH & CHARGO ATTYS FOR JUDGMENT	\$ 71.89
1/8/2021	701529	GURSTEL STALOCH & CHARGO ATTYS FOR JUDGMENT	\$ (71.89)
1/8/2021	701530	MESSERLI & KRAMER	\$ 578.75

1/8/2021	701530	MESSERLI & KRAMER	\$	(578.75)
1/8/2021	701531	NATIONAL CONF OF FIREMEN AND OILERS 32BJ/SEIU	\$	3,939.45
1/8/2021	701532	NON CERT SUPV EMPLOYEES	\$	210.00
1/8/2021	701533	RIVERVIEW LAW OFFICE PLLC	\$	211.39
1/8/2021	701534	US TREASURY INTERNAL REVENUE SERVICE	\$	381.38
1/8/2021	701535	UNITED WAY OF GREATER DULUTH	\$	35.00
1/8/2021	701536	WI SCTF	\$	1,209.26
1/8/2021	701537	MESSERLI & KRAMER	\$	530.31
1/11/2021	701538	3P LEARNING INC	\$	358.75
1/11/2021	701539	AARP HEALTH CARE OPTIONS	\$	6,705.68
1/11/2021	701540	ACT - AMERICAN COLLEGE TESTING	\$	7,906.00
1/11/2021	701541	ADVANTAGE EMBLEM INC	\$	264.00
1/11/2021	701542	RALPH ANDERSON	\$	385.00
1/11/2021	701543	NANCY ANDREWS	\$	845.08
1/11/2021	701544	AT&T WIRELESS	\$	3,579.18
1/11/2021	701545	AW KUETTEL AND SONS INC	\$	892.10
1/11/2021	701546	BATTERIES PLUS 34	\$	28.95
1/11/2021	701547	BENSON ELECTRIC CO INC	\$	278.77
1/11/2021	701548	BLICK ART MATERIALS	\$	1,207.46
1/11/2021	701549	Brea A Boomer	\$	875.07
1/11/2021	701550	BULK OFFICE SUPPLY	\$	60.96
1/11/2021	701551	CARLIN SALES CORPORATION PROGREEN PLUS	\$	1,085.95
1/11/2021	701552	Sherri A Carlson	\$	74.74
1/11/2021	701553	CDW GOVERNMENT INC	\$	377.10
1/11/2021	701554	CHARTER COMMUNICATIONS	\$	15,545.00
1/11/2021	701555	CHILDPLUS	\$	9,521.32
1/11/2021	701556	COMO OIL & PROPANE	\$	12,587.04
1/11/2021	701557	COSTIN GROUP INC	\$	3,000.00
1/11/2021	701558	DALCO	\$	858.31
1/11/2021	701559	DONNA DANIELSON	\$	39.74
1/11/2021	701560	DEMCO	\$	246.53
1/11/2021	701561	DEMO-LICIOUS	\$	30.00
1/11/2021	701562	DIGITAL SIGNUP DIVISION OF SOFTURA	\$	777.50
1/11/2021	701563	EDUCATORS BENEFIT CONSULTANTS (DBA) AVIBEN	\$	1,144.96
1/11/2021	701564	FENLASON DEBBIE	\$	160.00
1/11/2021	701565	Robert A Fox	\$	39.74
1/11/2021	701566	GRAYBAR ELECTRIC CO	\$	67.15
1/11/2021	701567	ELIZABETH GRAYDEN	\$	160.00
1/11/2021	701568	CYNTHIA M GRINDY	\$	2,256.08
1/11/2021	701569	GUSTAVE A LARSON COMPANY	\$	12.91
1/11/2021	701570	MARLYS JOHNSON	\$	525.00
1/11/2021	701571	LAKEHEAD TRUCKING INC	\$	2,324.00
1/11/2021	701572	LEAF CAPITAL FUNDING LLC	\$	228.00
1/11/2021	701573	LOGERGREN GARY A	\$	350.00
1/11/2021	701574	MENARDS HERMANTOWN	\$	219.37
1/11/2021	701575	MENARDS SPIRIT VALLEY	\$	12.76
1/11/2021	701576	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	632.96

1/11/2021	701577	MN ASSN OF SECONDARY SCHOOL PRNCIPLS (MASSP)	\$	240.00
1/11/2021	701578	MN DEPT OF LABOR AND INDUSTRY	\$	30.00
1/11/2021	701579	MOTION INDUSTRIES INC	\$	197.81
1/11/2021	701580	MIRIAM MOUNT	\$	385.00
1/11/2021	701581	SARAH MURRAY	\$	154.56
1/11/2021	701582	NASCO	\$	184.12
1/11/2021	701583	NORTHWOOD CHILDREN'S SERVICES	\$	29,696.86
1/11/2021	701584	JODI PAULSON	\$	220.80
1/11/2021	701585	CARRIE L PLAMANN	\$	45.48
1/11/2021	701586	POSTMASTER	\$	300.00
1/11/2021	701587	KELLIE POWLESS	\$	12.10
1/11/2021	701588	PRACHAR JENNIFER	\$	1,224.00
1/11/2021	701589	PROBST VICKI	\$	80.00
1/11/2021	701590	LINDSEY L RUHNKE	\$	220.80
1/11/2021	701591	JUDY SABEE	\$	424.74
1/11/2021	701592	CHERYL L SCIANNI	\$	884.82
1/11/2021	701593	SPIRIT OF THE LAKE COMMUNITY SCHOOL	\$	289.28
1/11/2021	701594	MOIRA K SWEENEY	\$	39.74
1/11/2021	701595	TALX CORPORATION EQUIFAX	\$	2,554.56
1/11/2021	701596	AMANDA K TESSIER	\$	132.48
1/11/2021	701597	THERAPRO, INC	\$	495.00
1/11/2021	701598	THYSSENKRUPP ELEVATOR CORP	\$	3,375.00
1/11/2021	701599	UNITED PARCEL SERVICE UPS	\$	49.51
1/11/2021	701600	UNITED TRUCK BODY CO INC	\$	50.00
1/11/2021	701601	UPPER LAKES FOODS INC	\$	36,500.15
1/11/2021	701602	VERIZON WIRELESS	\$	600.21
1/11/2021	701603	VOYAGEUR BUS CO	\$	586.65
1/11/2021	701604	VOYAGEUR BUS CO CONTRACT PAYMENT	\$	129,452.01
1/11/2021	701605	KELLY M WEINGART	\$	198.72
1/11/2021	701606	WIPFLI	\$	14,525.00
1/11/2021	701607	WI DEPT OF TRANSP VEHICLE RECORDS SECTION	\$	21.00
1/11/2021	701608	WITHERSPOON SALAAM	\$	800.00
1/11/2021	701609	Carole A Zanardi	\$	132.48
1/13/2021	701610	Constantini, Thomas J	\$	768.62
1/18/2021	701611	BELANGER INC	\$	288.00
1/18/2021	701612	BIMBO BAKERIES USA	\$	463.60
1/18/2021	701613	BLOTTI JOHN	\$	17,865.35
1/18/2021	701614	CARLSON REFRIGERATION	\$	1,461.04
1/18/2021	701615	CDW GOVERNMENT INC	\$	24.50
1/18/2021	701616	CENTURYLINK	\$	183.55
1/18/2021	701617	CITY OF DULUTH FINANCE DEPT	\$	1,232.73
1/18/2021	701618	CITY OF RICE LAKE	\$	287.90
1/18/2021	701619	COMMUNITY SERVICES ACCT	\$	1,465.00
1/18/2021	701620	COMO LUBE AND SUPPLIES	\$	155.00
1/18/2021	701621	CREATION STATION	\$	245.00
1/18/2021	701622	CRISIS PREVENTION INSTITUTE	\$	525.00
1/18/2021	701623	DALCO	\$	2,281.91

1/18/2021	701624	DULUTH ENERGY SYSTEMS FMRLY DULUTH STEAM	\$	10,994.46
1/18/2021	701625	DULUTH TIMES	\$	3,000.00
1/18/2021	701626	GRAINGER W W INC	\$	43.40
1/18/2021	701627	GRAYBAR ELECTRIC CO	\$	151.46
1/18/2021	701628	GREAT LAKES OFFICE SOLUTIONS INC	\$	757.28
1/18/2021	701629	GUARDIAN PEST SOLUTIONS INC	\$	50.00
1/18/2021	701630	HOPE FOR KIDS CHILDCARE CENTER	\$	170.00
1/18/2021	701631	HORIZON COMMERCIAL POOL SUPPLY	\$	4,370.00
1/18/2021	701632	HUDSON LEANNA	\$	2,176.00
1/18/2021	701633	IXL LEARNING	\$	449.00
1/18/2021	701634	JOHNSTONE SUPPLY	\$	361.44
1/18/2021	701635	JUNIOR LIBRARY GUILD	\$	646.08
1/18/2021	701636	KEMPS LLC	\$	12,874.23
1/18/2021	701637	LEAF CAPITAL FUNDING LLC	\$	368.98
1/18/2021	701638	LEARNING A-Z	\$	61.22
1/18/2021	701639	LINDENMEYR MUNROE	\$	3,610.13
1/18/2021	701640	MANSEL PROPERTIES LLC	\$	725.00
1/18/2021	701641	MENARDS SPIRIT VALLEY	\$	127.69
1/18/2021	701642	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	474.29
1/18/2021	701643	MN DEPT OF HEALTH FOOD MANAGER CERT	\$	35.00
1/18/2021	701644	MN POWER AND LIGHT CO	\$	74,116.29
1/18/2021	701645	NEXTERA COMMUNICATIONS	\$	1,802.25
1/18/2021	701646	NORTHEAST SERVICE COOP NORTHEAST ECSU	\$	305.00
1/18/2021	701647	PRO PRINT INC	\$	10,281.21
1/18/2021	701648	SCHOOL NURSE SUPPLY INC	\$	237.95
1/18/2021	701649	SHEL/DON BUSINESS SOLUTIONS	\$	222.58
1/18/2021	701650	SUPER ONE FOODS 565 WEST DUL	\$	51.78
1/18/2021	701651	UHG	\$	6,221.16
1/18/2021	701652	UNIV OF MN DULUTH STUDENT FINANCIAL SVC	\$	23,828.00
1/18/2021	701653	VIELE CONTRACTING INC	\$	2,598.40
1/18/2021	701654	WALKER BOOKS	\$	99.99
1/22/2021	701655	Backus, Ginger I	\$	-
1/22/2021	701656	Lippitt, Martha L	\$	1,975.80
1/22/2021	701657	EDUCATION MINNESOTA	\$	30.94
1/22/2021	701658	EDUCATION MN INTEGRATION SPEC LOCAL 7373	\$	215.18
1/22/2021	701659	MESSERLI & KRAMER	\$	470.68
1/22/2021	701660	NATL PEOPLE COMMITTEE THE AFSCME COUNCIL 5	\$	26.15
1/22/2021	701661	NCPERS MN-138222 GRP LIFE INS C/O MEMBER BEN	\$	96.00
1/22/2021	701662	RIVERVIEW LAW OFFICE PLLC	\$	150.92
1/22/2021	701663	US TREASURY INTERNAL REVENUE SERVICE	\$	145.81
1/22/2021	701664	UNITED WAY OF GREATER DULUTH	\$	35.00
1/22/2021	701665	WI SCTF	\$	1,209.26
1/25/2021	701666	APPLE COMPUTER INC	\$	598.00
1/25/2021	701667	ASSOCIATION MONTESSORI INTERNATIONAL/USA	\$	4,620.00
1/25/2021	701668	AUTO VALUE	\$	191.63
1/25/2021	701669	AW KUETTEL AND SONS INC	\$	562.50
1/25/2021	701670	ELIZABETH CARVER	\$	30.45

1/25/2021	701671	CDW GOVERNMENT INC	\$	1,087.20
1/25/2021	701672	CHARTER COMMUNICATIONS	\$	183.98
1/25/2021	701673	COMFORTSYSTEMS DULUTH PUBLIC UTILITIES	\$	73,716.14
1/25/2021	701674	CRISIS PREVENTION INSTITUTE	\$	3,799.00
1/25/2021	701675	DAKOTA TRUCK UNDERWRITERS	\$	49,725.42
1/25/2021	701676	DALCO	\$	2,163.90
1/25/2021	701677	DELL COMPUTER	\$	788.30
1/25/2021	701678	GRAINGER W W INC	\$	17.52
1/25/2021	701679	GRAYBAR ELECTRIC CO	\$	246.21
1/25/2021	701680	HOLIDAY STATIONSTORES INC	\$	4,388.54
1/25/2021	701681	SARAH HURST	\$	191.25
1/25/2021	701682	INSIGHT PUBLIC SECTOR	\$	792.50
1/25/2021	701683	KASEYA US LLC	\$	360.00
1/25/2021	701684	LIBERTY MUTUAL INSURANCE	\$	74,313.86
1/25/2021	701685	MARCO TECHNOLOGIES LLC	\$	5,986.70
1/25/2021	701686	MARSHALL SCHOOL	\$	2,032.28
1/25/2021	701687	MENARDS SPIRIT VALLEY	\$	188.57
1/25/2021	701688	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	17.64
1/25/2021	701689	MN ASSN OF SECONDARY SCHOOL PRNCPLS (MASSP)	\$	390.00
1/25/2021	701690	MN SAFETY COUNCIL INC	\$	646.00
1/25/2021	701691	NORTHERN DOOR AND HARDWARE	\$	77.50
1/25/2021	701692	OAKTREE PRODUCTS	\$	141.95
1/25/2021	701693	OFFICE OF MN IT SVC TECHNOLOGY SHARED SVC	\$	1,218.88
1/25/2021	701694	PAPER PEOPLE, THE	\$	5,043.07
1/25/2021	701695	PITNEY BOWES	\$	460.26
1/25/2021	701696	SAVVAS LEARNING COMPANY LLC	\$	611.47
1/25/2021	701697	SELL HARDWARE INC	\$	60.50
1/25/2021	701698	SHI INTERNATIONAL CORP	\$	66,704.08
1/25/2021	701699	SNYDER KAREN	\$	75.00
1/25/2021	701700	SUPER ONE FOODS 565 WEST DUL	\$	97.32
1/25/2021	701701	TEAMWORKS INTERNATIONAL	\$	1,406.40
1/25/2021	701702	TRIMARK HOCKENBERGS	\$	9,996.90
1/25/2021	701703	TWIN PORT MAILING	\$	135.67
1/25/2021	701704	VOYAGEUR BUS CO CONTRACT PAYMENT	\$	188,377.35
1/25/2021	701705	WALKER BOOKS	\$	99.99
1/25/2021	701706	WASECA BIOMES	\$	800.00
1/25/2021	701707	WASTE MGMT OF NORTHERN MN DISPOSAL INC	\$	5,959.67

Report Total \$ 1,052,519.50

January 2021 Student Activity Expenditures

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
ALC	No Activity						
Congdon Park Elementary	1/6/2021	Marshall Hardware	2864	\$ 74.90	Lids for salt containers	General Fund	Supplies
Congdon Park Elementary	1/27/2021	Steve Kolberg	2865	\$ 12.27	Supplies for Covid	General Fund	Supplies
Congdon Park Elementary	1/27/2021	Pat Shaw	2866	\$ 20.98	Supplies for Covid	General Fund	Supplies
Denfeld High School	1/7/2021	Sams Florist and Greenh	29297	\$ 183.00	employee family flowers	General Fund	Supplies
Denfeld High School	1/7/2021	Advantage Emblem and S	29298	\$ 545.68	merchandise	Hunter Shack/Store	Supplies
Denfeld High School	1/7/2021	Adair Ballavance	29299	\$ 159.92	face masks	Basketball Girls	Supplies
Denfeld High School	1/7/2021	Borah Teamwear	29300	\$ 1,335.00	nordic suits	Athletic Fund	Atheltic Supplies
Denfeld High School	1/7/2021	Borah Teamwear	29300	\$ 500.00	nordic suits	Nordic Ski	Uniforms
Denfeld High School	1/7/2021	Cliff Knettel	29301	\$ 185.06	ATand T/trophies	Swim-Girls	Athletic Supplies-Girls
Denfeld High School	1/7/2021	Cliff Knettel	29301	\$ 152.41	McAfee	Swim-Girls	Athletic Supplies-Girls
Denfeld High School	1/8/2021	Adair Ballavance	29302	\$ 159.92	masks	Basketball Girls	Athletic Supplies-Girls
Denfeld High School	1/8/2021	Adair Ballavance	29303	\$ 664.00	maps	Grant Account	Supplies
Denfeld High School	1/15/2021	Antony Ferguson	29304	\$ 190.00	reimburse for play script	Drama	Instructional Supplies
Denfeld High School	1/15/2021	Gina Hollinday	29305	\$ 359.60	stolls	Natl Honor Society	Supplies
Denfeld High School	1/15/2021	Troy Eaton	29306	\$ 20.00	reimb. for testing fee	Advance Placement	Testing Fees
Denfeld High School	1/15/2021	Colleen Knettel	29307	\$ 252.90	books	Library/Media	Library Books
Denfeld High School	1/15/2021	Craig Lipinski	29308	\$ 79.00	G bball ref 1/14	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/15/2021	Timothy Holmstrom	29309	\$ 79.00	G bball ref 1/14	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/15/2021	Steve Knutson	29310	\$ 79.00	G bball ref 1/14	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/15/2021	Jill Lofald	29311	\$ 49.98	Debate Comp materials	Debate	Supplies
Denfeld High School	1/15/2021	John Hoban	29312	\$ 138.17	art supplies	Art	Supplies
Denfeld High School	1/22/2021	BSN Sports Inc	29313	\$ 400.00	game balls (6)	Athletic Fund	Athletic Supplies-Boys
Denfeld High School	1/22/2021	BSN Sports Inc	29313	\$ 3,399.99	shorts/tshirts	Football	Uniforms
Denfeld High School	1/22/2021	Kari Bulthuis	29314	\$ 20.00	refund PSAT test	Advance Placement	Testing Fees
Denfeld High School	1/22/2021	Kiwanis International	29315	\$ 225.00	Keyclub Dues	Key Club	Dues and Memberships
Denfeld High School	1/22/2021	Advantage Emblem and S	29316	\$ 33.00	embroidery	Hunter Shack/Store	Supplies
Denfeld High School	1/22/2021	Jordan Balow	29317	\$ 79.00	G bball ref 1/21	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/22/2021	Eddie Bashaw	29318	\$ 79.00	G bball ref 1/21	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/22/2021	Todd Marunich	29319	\$ 79.00	G bball ref 1/21	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/22/2021	Thomas Zbacnik	29320	\$ 79.00	G bball ref 1/19	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/22/2021	Andy Stukel	29321	\$ 79.00	Bball ref 1/19	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/22/2021	ISD 709	29322	\$ 14,055.00	Fall Activity fees 2020	Athletic Part Fees	Activity Fees Refund
Denfeld High School	1/25/2021	Jill Lofald	29323	\$ 272.64	speech team supplies	Speech	Supplies
Denfeld High School	1/25/2021	Pequot Lakes High Schoo	29324	\$ 7.00	Reg. for competition	Speech	Entry Fees Paid
Denfeld High School	1/25/2021	Chanhassen High School	29325	\$ 32.00	Reg. fee for Speech comp 1/23/	Speech	Entry Fees Paid
Denfeld High School	1/25/2021	MSHSL	29326	\$ 204.00	Handbooks/rules/scorebooks	Athletic Fund	Athletic Supplies
Denfeld High School	1/25/2021	BSN Sports Inc	29327	\$ 1,591.39	gym wall mats	Athletic Advertising	Supplies
Denfeld High School	1/25/2021	ESC Systems	29328	\$ 825.00	streaming equipment	Athletic Fund	Supplies
Denfeld High School	1/28/2021	Adair Ballavance	29329	\$ 40.34	masks	Basketball Girls	Athletic Supplies-Girls

January 2021 Student Activity Expenditures

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
Denfeld High School	1/28/2021	BSN Sports Inc	29330	\$ 45.00	soccer net clips	PSS	Materials for Resales
Denfeld High School	1/28/2021	Marshall Nordic Ski	29331	\$ 185.00	Nordic race 1/28	Nordic Ski	Entry Fees Paid
Denfeld High School	1/28/2021	Allie J. Pasch	29332	\$ 158.00	Hockey ref 1/19	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/28/2021	Patrick Dyer	29333	\$ 177.00	hockey ref 1/19	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/28/2021	Mike Hill	29334	\$ 98.00	G hockey ref 1/19	Athletic Fund	Contracted Services-Girls
East High School	1/6/2021	Arbor Day Foundation	63583	\$ 20.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	MSHSL	63584	\$ 85.50	2020-21 Supplies	Athletic Fund	Supplies
East High School	1/6/2021	Anthropocene Magazine	63585	\$ 20.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	National Wildlife Federati	63586	\$ 16.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	Birds and Blooms	63587	\$ 12.98	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	Defenders of Wildlife	63588	\$ 15.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	World Wildlife Fund	63589	\$ 15.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	National Audubon Societ	63590	\$ 20.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	Booklist	63591	\$ 75.00	subscription renewal	Library/Media	Instructional Materials
East High School	1/6/2021	Seboe, Danette	63592	\$ 245.14	SA Reimbursement	General Fund	Supplies
East High School	1/6/2021	Denfeld Activities Office	63593	\$ 600.00	German Zoo Trip - Denfeld	German	Travel Fees
East High School	1/6/2021	ISD 709	63594	\$ 670.15	B Soccer 8.27 - GRapids	Soccer-Boys	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 1,646.37	B Soccer 9.15 HIB 9.17 CLOQ	Soccer-Boys	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 211.46	G Soccer 10.7 hermantown	Soccer-Girls	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 220.55	Fball - 10.23 HTown	Football	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 189.30	Fball 11.6 Proctor	Football	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 212.56	CC - Princeton 10.15	Cross Country	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 336.82	G Swim 10.24 - Centennial	Swim-Girls	Transportation
East High School	1/6/2021	BSN Sports	63595	\$ 709.93	Whistles and balls	Athletic Fund	Supplies
East High School	1/6/2021	On the Limit	63596	\$ 232.50	Orchestra Polos	Music-Orchestra	Uniforms
East High School	1/6/2021	Knettel, Cliff	63597	\$ 1,043.93	B Swim Supplies Reimburseme	Swim-Boys	Supplies
East High School	1/21/2021	Brent's Biffies	63598	\$ 170.00	biffie rental	Athletic Fund	Contracted Services
East High School	1/21/2021	Denfeld Activities Office	63599	\$ 300.00	Nordic Entry Fee 1/19	Athletic Fund	Entry Fees Paid
East High School	1/21/2021	Two Harbors High Schoo	63600	\$ 260.00	Entry Fee - Nordic 1/14	Athletic Fund	Entry Fees Paid
East High School	1/21/2021	Marshall Hardware	63601	\$ 13.97	general supplies	General Fund	Supplies
East High School	1/21/2021	Rudolph, John	63602	\$ 99.00	Conference fee reimbursement	General Fund	Dues and Memberships
East High School	1/21/2021	Culligan	63603	\$ 42.18	Office Water	General Fund	Supplies
East High School	1/21/2021	FLDT Booster	63604	\$ 210.00	Entry Fee - Dance 1/30	Athletic Fund	Entry Fees Paid
East High School	1/21/2021	Fuller, Christina	63605	\$ 200.00	Assessment Fee - Fuller	Noper Fdtn Mem	Scholarship
East High School	1/21/2021	Amazon	63606	\$ 368.24	ACT Supplies	Guidance	Supplies
East High School	1/21/2021	Amazon	63607	\$ 113.60	supplies	Guidance	Supplies
East High School	1/21/2021	Carlson, Gregory	63608	\$ 689.09	DC Trip Refund R. Carlson	Music-Band	Trip Refund
East High School	1/21/2021	Arthur's Formal Wear	63609	\$ 405.00	Tuxedo Rental	Chorales	Rental Fees Paid
East High School	1/21/2021	Jones, Greg	63610	\$ 602.35	props, costumes, set spllies	Drama	Supplies
East High School	1/21/2021	Jones, Greg	63610	\$ 37.33	Texts for speech	Speech	Supplies
East High School	1/26/2021	Grove, Jackson	63611	\$ 500.00	OAP Technician Work - Duluth	Drama	Contracted Services

January 2021 Student Activity Expenditures

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
East High School	1/26/2021	Norcostco, Inc.	63612	\$ 181.06	one act supplies	Drama	Supplies
East High School	1/26/2021	Eckholm, Traci	63613	\$ 150.00	Season Guest Pass Refund	Athletic Fund	Pass Refund
East High School	1/26/2021	Eckholm, Traci	63613	\$ 500.00	Hockey 20-21 Act Fee Refund	Athletic Part Fees	Fee Refund
East High School	1/26/2021	Bates, Kyle	63614	\$ 79.00	B Hockey v Denfeld 1.14	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Sowl, Matthew Forrest	63615	\$ 79.00	B Hockey v Denfeld 1.14	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Cotrell, Kyle	63616	\$ 79.00	B Hockey v Denfeld 1.14	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Liebaert, Andrew	63617	\$ 98.00	B Hockey v Denfeld 1.14	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Hill, Mike	63618	\$ 98.00	B Hockey v Denfeld 1.14	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Pogatchnik, Jamie	63619	\$ 60.00	BBB V Cloquet - JV 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Balow, Jordan	63620	\$ 60.00	BBB V Cloquet - 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Kmecik, Brian	63621	\$ 60.00	BBB V Cloquet - 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Parendo, Derek	63622	\$ 60.00	BBB V Cloquet - 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Finnerty, Jay	63623	\$ 79.00	BBB V Cloquet - 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Lipinski, Craig	63624	\$ 79.00	BBB V Cloquet - 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Lipinski, Craig	63624	\$ 79.00	G BB v Hermantown 1.21	Athletic Fund	Contracted Services-Girls
East High School	1/26/2021	Warren, Preston	63625	\$ 79.00	B Hockey v Superior 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Stanchfield, Dominic	63626	\$ 158.00	B Hockey v Superior 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Schulze, Kyle	63627	\$ 98.00	B Hockey v Superior 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Loye, Jon	63628	\$ 98.00	B Hockey v Superior 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Karnas, Jim	63629	\$ 79.00	B BB v Cloquet 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Karnas, Jim	63629	\$ 40.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Ujdur, Gerald	63630	\$ 40.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Pilon, Michael	63631	\$ 40.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Knutson, Steve	63632	\$ 79.00	G BB v Hermantown 1.21	Athletic Fund	Contracted Services-Girls
East High School	1/26/2021	Weigand, Kurtis	63633	\$ 120.00	G BB v Hermantown 1.21	Athletic Fund	Contracted Services-Girls
East High School	1/26/2021	Johnson, Jarrett	63634	\$ 120.00	G BB v Hermantown 1.21	Athletic Fund	Contracted Services-Girls
East High School	1/26/2021	Holmstrom, Timothy	63635	\$ 79.00	G BB v Hermantown 1.21	Athletic Fund	Contracted Services-Girls
East High School	1/26/2021	Sheldon, Darren	63636	\$ 79.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Emanuel, Brad	63637	\$ 79.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Raj, Paul	63638	\$ 79.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Seliga-Punyko, Judy	63639	\$ 79.00	B Swim and Dive 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Splinter, Jim	63640	\$ 79.00	B Swim and Dive 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Holliday, Colleen	63641	\$ 109.96	supply reimbursement	Guidance	Supplies
East High School	1/26/2021	ESC Systems	63642	\$ 825.00	live stream equip	Athletic Fund	Supplies
Laura MacArthur Elementary	1/27/2021	KeyZone	5613	\$ 300.00	Refund - Karen Hanka	General Fund	Refund Key Zone
Lester Park Elementary	No Activity						
Lincoln Park Middle School	No Activity						
Myers-Wilkins Elem School	1/22/2021	Karen Tokarczyk	3667	\$ 28.93	Supply Purchase Reimb	General Fund	Supplies

January 2021 Student Activity Expenditures

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
Myers-Wilkins Elem School	1/28/2021	Colleen Moran	3668	\$ 53.04	Gift Cards Reimb	Books for Kids	Supplies
Myers-Wilkins Elem School	1/28/2021	PNC Bank	3669	\$ 190.80	Book Order for Students	Books for Kids	Supplies
Ordean East Middle School	1/8/2021	Northeast Svc Co-Coop	13395	\$ 1,080.00	20-21 Jr High Knowledge Bowl	Knowledge Bowl	Entry Fees Paid
Ordean East Middle School	1/8/2021	ISD709	13396	\$ 200.00	20-21 Rentals Collected	Music-Band	Rental Fees Paid
Ordean East Middle School	1/20/2021	ISD709	13397	\$ 700.00	35 Subs Smart Music	Music-Band	Instructional Supplies
Ordean East Middle School	1/20/2021	ISD709	13397	\$ 660.00	35 Subs Smart Music	Music-Orchestra	Instructional Supplies
Piedmont Elementary	No Activity						
Stowe Elementary	1/26/2021	ISD709	6176	\$ 289.85	Amazon Purchase on p-card	Discretionary Donations	Supplies
Stowe Elementary	1/26/2021	ISD709	6177	\$ 586.65	Mont du Lac Ski bus	Discretionary Donations	Transportation
Stowe Elementary	1/26/2021	Brenda Vandell	6178	\$ 6.72	Sam's Club supplies	General Fund	Supplies
Stowe Elementary	1/26/2021	Brenda Vandell	6178	\$ 47.61	Kids outdoor grant/boots	Discretionary Donations	Supplies

**ISD 709 - Duluth Public Schools
GF Investment Activity for FY21
As of December 31, 2020**

Beginning Investment Balance (November 30, 2020) \$ 15,224,304.25

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
12/28/2020	MN Trust Term Series	MNT	1/25/2021	0.07%	\$ 15,000,000.00

Total Purchases \$ 15,000,000.00

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
12/28/2020	MN Trust Term Series	MBS	12/28/2020	0.07%	\$ 15,000,000.00

Total Maturities \$ 15,000,000.00

Other items:

Add:	Money Market Funds Interest	\$	0.19
	Beginning Value Adjustment		
	Service Charge Fee Reversed		

Deduct:	Transaction Fees/Service Charge/Other		
	Market Value Adjustment-Adjust for Cost Basis		
	Duplicate Interest Payment entered - Reverse out		

Total Other \$ 0.19

Ending Investment Balance (December 31, 2020) \$ 15,224,304.44

Note: Ending Investment Balance as of December 31, 2019 was \$20,456,730.71

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

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MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services
From: Tony Kelekovich,^{TK} Supervisor of Purchasing
Subject: Bid-1289 Next-Generation Firewall
Date: January 27, 2021

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

One (1) vendor responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CDW GOVERNMENT LLC	\$ 145,943.00

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

Bart Smith, Manager of Technology, recommends accepting the bid meeting specification as submitted by CDW Government LLC in the amount of \$ 145,943.00.

Fund: 1-E-012-108-311-555-000

Program: Technology

Fund Custodian: Bart Smith/Technology

Contract Name: 63297

CDW-G E-Rate Contract #2463297

CDW Government LLC
Purchase Agreement for E-Rate Customers
63297
Contract #2463297
Spin #143005588
FCC Registration #0012123287

This E-Rate Customer Purchase Agreement (this "Agreement") is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and Duluth Public Schools, a non-profit school or library eligible for Universal Service funding, with offices at 215 N 1st Ave E, Duluth, MN 55802 ("Customer") and is effective on April 1, 2021 ("Effective Date").

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The education rate funding program that is a part of the Schools and Libraries Program that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.

"Products" – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.

"Customer" – an E-Rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

"Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.

"Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

"SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC").

"Universal Service Administrative Co." or "USAC" – The not for profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller's website at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> (the "Product Sales Terms and Conditions"), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS**A. E-Rate Status**

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

3. ORDERING AND ASSISTANCE**A. Ordering**

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
 Attn: E-Rate Sales K-12
 230 N. Milwaukee Ave.
 Vernon Hills, IL 60061

Phone: 800-328-4239
 Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall commence on April 1, 2021 ("Effective Date") and be valid through Funding Year 24. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any

Contract Name: 63297

CDW-G E-Rate Contract #2463297

Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller's and Customer's mutual written consent.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:
Duluth Public Schools

215 N 1st Ave E
Duluth, MN, 55802

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein. Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 24 (2021) which is effective as of July 1, 2021 and terminates on June 30, 2022.**

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

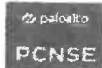
Date: _____

Date: _____

Contract Name: 63297

CDW-G E-Rate Contract #2463297

EXHIBIT I
Quote



PRICE QUOTE

QUOTE ID: 534203
 Revision: 1
 CUSTOMER ID: 745022
 QUOTE DATE: 01/14/2021
 QUOTE EXPIRES: 02/15/2021
 PAYMENT TERMS: Net 30 Days
 FOB: Port of Origin

230 N Milwaukee Ave
 Vernon Hills, IL 60061

Project: Palo Alto Configuration Services Estimate
 Attention: Bart Smith
 Prepared for: Independent School District 709
 215 N 1st Ave E
 Duluth, MN
 55802-2058

Sales Person: Mayank Srivastava
 Phone: (312) 705-9366
 Fax: (312) 752-3854
 Email: mayasr@cdw.com
 ISR: Mayank Srivastava
 Phone: (312) 705-9366
 Email: mayasr@cdw.com

Qty	Part Number	EDC	Description	Customer Price	Customer Extended Price
1		NEED EDC	<ul style="list-style-type: none"> • Design and Deployment of PA-5250 firewall • Configuration and deployment of new PA-5250 firewall • Migration of configuration from current PA-5220 firewall • Review and configuration of firewall interfaces and zones • Review and configuration (best practices) of firewall policies and access rules • Review and configuration (best practices) of existing security subscription policies • Configuration of 3 IPSec VPN tunnels • Cutover to the new PA-5250 firewalls after hours • Cutover of 3 IPSec VPN tunnels after hours • Knowledge Transfer up to 4 hours • First Day of support up to 4 hours • Documentation 	\$ 15,085.00	\$ 15,085.00

Quote Total: \$ 15,085.00

CUSTOMER IS RESPONSIBLE TO PAY FREIGHT CHARGES. ESTIMATED OR ACTUAL FREIGHT CHARGES ARE NOT INCLUDED IN QUOTES (UNLESS SPECIFICALLY STATED). THIS QUOTE EXCLUDES SALES TAX (UNLESS SPECIFICALLY STATED). SALES AND SERVICES ARE GOVERNED BY THE SIGNED AGREEMENT YOU MAY HAVE WITH CDW. IF NO SEPARATE AGREEMENT IS EFFECTIVE, THE TERMS AND CONDITIONS OF SALES AND SERVICES ARE LIMITED TO THOSE CONTAINED IN THE "TERMS & CONDITIONS" LINK AT <https://www.cdw.com/content/cdw/en/terms-conditions/sales-and-service-projects.html>. BY ORDERING OR ACCEPTING DELIVERY OF PRODUCTS OR BY ENGAGING CDW TO PERFORM OR PROCURE SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THOSE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. THIS DOCUMENT IS CONFIDENTIAL.

QUOTE CONFIRMATION



DEAR BART SMITH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LVQM316	1/5/2021	ERATE FY2021	0745022	\$130,858.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Palo Alto Networks PA-5250 - security appliance</u> Mfg. Part#: PAN-PA-5250-AC UNSPSC: 43222501 Contract: MARKET	1	4479256	\$50,000.00	\$50,000.00
<u>Palo rack mounting kit (4 post)</u> Mfg. Part#: PAN-PA-5200-RACK4 UNSPSC: 24102001 Contract: MARKET	1	4599887	\$108.00	\$108.00
<u>Palo GlobalProtect Gateway for PA-5250 - subscription license (1 year) - 1</u> Mfg. Part#: PAN-PA-5250-GP UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: MARKET	1	4528468	\$13,250.00	\$13,250.00
<u>Palo Threat Prevention for PA-5250 - subscription license (1 year) - 1 devi</u> Mfg. Part#: PAN-PA-5250-TP UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: MARKET	1	4528470	\$13,250.00	\$13,250.00
<u>WildFire for PA-5250 - subscription license (1 year) - 1 device</u> Mfg. Part#: PAN-PA-5250-WF UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: MARKET	1	4528478	\$13,250.00	\$13,250.00
<u>Palo Premium Support Program - extended service agreement - 1 year - shlpms</u> Mfg. Part#: PAN-SVC-PREM-5250 UNSPSC: 81111811 Electronic distribution - NO MEDIA Contract: MARKET	1	4492753	\$16,000.00	\$16,000.00
<u>Palo Alto Networks IoT Security - subscription license (1 year) - 1 device</u> Mfg. Part#: PAN-PA-5250-IOT Electronic distribution - NO MEDIA Contract: MARKET	1	6189112	\$25,000.00	\$25,000.00

PURCHASER BILLING INFO		SUBTOTAL	\$130,858.00
Billing Address: INDEPENDENT SCHOOL DISTRICT 709 ACCTS PAYABLE 215 N 1ST AVE E DULUTH, MN 55802-2058 Phone: (218) 723-4127 Payment Terms: ERATE QUOTES ONLY		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$130,858.00
DELIVER TO		Please remit payments to:	
Shipping Address: DULUTH PUBLIC SCHOOLS TECHNOLOGY DEPARTMENT 215 N 1ST AVE E DULUTH, MN 55802-2058 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Mayank Srivastava

|

(866) 626-8519

|

mayasri@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR BART SMITH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LVXV011	1/13/2021	ADDITIONAL SUBSCRIPTIONS	0745022	\$26,500.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Palo Alto URL Filtering for PA-5250 - subscription license (1 year) - 1 de	1	4528473	\$13,250.00	\$13,250.00
Mfg. Part#: PAN-PA-5250-URL4 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: MARKET				
Palo Alto Networks DNS Security - subscription license (1 year) - 1 license	1	5829615	\$13,250.00	\$13,250.00
Mfg. Part#: PAN-PA-5250-DNS Electronic distribution - NO MEDIA Contract: MARKET				

PURCHASER BILLING INFO		SUBTOTAL	\$26,500.00
Billing Address: INDEPENDENT SCHOOL DISTRICT 709 ACCTS PAYABLE 215 N 1ST AVE E DULUTH, MN 55802-2058 Phone: (218) 723-4127 Payment Terms: ERATE QUOTES ONLY		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$26,500.00
		DELIVER TO Shipping Address: DULUTH PUBLIC SCHOOLS TECHNOLOGY DEPARTMENT 215 N 1ST AVE E DULUTH, MN 55802-2058 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Mayank Srivastava

(866) 626-8519

mayasri@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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ERATE Order Process

1. Ordering

Purchase orders should be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave. Vernon Hills, IL 60061
Phone: 800.328.4239

Fax: Please fax Purchase Orders to your Account Manager, see 'Account Team' section.

2. Required Information

All orders must include

- a. Contact name, Phone number
- b. Purchase order number
- c. Part number, Product description
- d. Pre-discount and discounted product price
- e. Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
- f. Ship to location, Bill to location
- g. FRN (Funding Request Number) for each part number
- h. Billing method (BEAR – Form 472 or SPI – Form 474)

SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

3. Assistance With Order

Customer may call 1-800-328-4239 for assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. Price and Payment Terms

a. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

b. Payment Terms (Customer must choose one)

- i. **Form 474 Service Provider Invoice (SPI) Method**
 - > Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.
- ii. **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**
 - > Seller will invoice Customer for pre-discount portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

5. Payment Method

In adherence to Federal E-rate compliance regulations, CDW-G's quoted price is all-inclusive of any and all discounts, if applicable. No further discounts will be applied during time of invoice.

All payments for both methods shall be submitted to the address presented below:

CDW-G - Attn: Accounts Receivable
230 North Milwaukee Avenue
Vernon Hills, IL 60061

- i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
- ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.



RESOLUTION
Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Gina Topper	\$10,000.00	Scholarships for students in need	
Denfeld	Dukes Knutson	\$200.00	Softball/Basketball	
Denfeld	Walmart	\$1,000.00	Robotics	
Denfeld	Pam Baumgart	\$200.00	Basketball/softball	
Denfeld	Dale A. and Judy Stocke Living Trust	\$50.00	Girls Basketball	
Denfeld	Robert J. or Ethel I. Lahti	\$50.00	Girls Basketball	
Denfeld	Clayton H. Showalter III and Debra Showalter	\$50.00	Girls Basketball	
Denfeld	Union Cemetery Association c/o Dana Peterson	\$100.00	Girls Basketball	
Denfeld	Leon and Amanda Clore	\$50.00	Softball	
Denfeld	Richard Bellamy	\$100.00	Softball	
Denfeld	Marvin E. or Lee Anne Heikkinen	\$50.00	Softball	
Denfeld	Thomas W. and Marilee T. Tusken	\$50.00	Softball	
Denfeld	Dean R. and Susan A. Benson	\$100.00	Girls Basketball	
Denfeld	Union Cemetery Association	\$100.00	Softball	
Denfeld	Kara M Warren	\$100.00	Softball	

Denfeld	Tonya M. Sconiers and Mohammed A. Hasan	\$50.00	Softball	
Denfeld	Eugene and Sandra Grembowski	\$50.00	Softball	
Denfeld	William and Kathleen Westholm	\$100.00	Softball/basketball	
Denfeld	Kathy and James Doyle	\$50.00	Softball	
Denfeld	Craig and Elaine Korsch	\$50.00	Softball/basketball	
Denfeld	Bernadine Martin	\$100.00	Parent Involvement	
Denfeld	Roger Wedin	\$50.00	Parent Involvement	
Denfeld	Vicky Stauber	\$100.00	Parent Involvement	
Denfeld	David Nelson	\$200.00	Parent Involvement	
Denfeld	Minnesota Vikings Football Club, LLC	\$1,000.00	Football	
District-wide	Bremer Bank	\$15,000.00	Tutoring Program	
Headstart	Janet Killough	\$100.00	None	
Homecroft	The Blackbaud Giving Fund	\$60.00	None	
Homecroft	Box Tops for Education	\$72.10	None	
Laura MacArthur	Pastor Liz Davis Our Savior's Lutheran Church (ELCA)	\$425.00	Christmas gifts for free/reduced lunch students	
Laura MacArthur	Pastor Liz Davis Our Savior's Lutheran Church (ELCA)	\$125.00	LEGO Robotics Team	
Laura MacArthur	Bernie Burnham	\$50.00	Giving Tree Program	Gifts for students via the giving tree program
Laura MacArthur	Nancy Dettle	In Kind	Giving Tree Program	Gifts for students via the giving tree program
Laura MacArthur	Essential Health 2nd street /Jennifer Horst	In Kind	Giving Tree Program	Gifts for students via the giving tree program
Lester Park	Coralee Danielson	In Kind	None	Adult and child size face coverings, some homemade.

Lincoln Park	Bonnie Solberg	In Kind	None	Donated clothing
Lincoln Park	Melissa Farrell	In Kind	None	Mittens and gloves
Lowell	Mightycause Charitable Foundation	\$20.00	None	Actual donor is not known-this was donated to this foundation to Lowell
Piedmont	Esther Circle - Christ Lutheran Church	In Kind	None	Mittens
Piedmont	NAACP	In Kind	None	75 children's homemade face coverings
Piedmont	Keller Williams Classic Realty NW	In Kind	None	Basket of hats and gloves; the donation was part of their Mitten Mission Project 2020-2021
Piedmont	Lake Superior Zoological Society	In Kind	Library	Two books for the school library
Stowe	Duluth Elks Lodge #133	\$1,100.00	For student use, healthy snacks, clothing, other needed supplies	
Stowe	Anonymous	\$12,900.00	Student busing for ski trips to Mont du Lac, clothes, and bikes	
Stowe	Blackbaud Giving Fund/Wells Fargo	\$30.00	None	
Stowe	Box Tops for Education	\$28.00	None	Used for classroom supplies

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant 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 grant from said organization in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Northland Foundation	Alexandra Austin	Ordean East and Lincoln Park Middle Schools	\$5,000	Reading Plus Program for ISD 709 Middle Schools

RESOLUTION

Authorizing the Execution and Delivery of an Amendment to Installment Purchase Contract and a Supplement to Declaration of Trust and Approving the Issuance, Sale and Delivery of \$18,385,000 Taxable Full Term Refunding Certificates of Participation, Series 2021A

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709, St. Louis County (Duluth), Minnesota (the “District”), as follows:

Section 1. Authority and Background.

A. Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

B. The District has approved a Long-Range Facilities Plan (the “Plan”) and the Commissioner of Education has approved the District’s borrowing of \$111,442,577 under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Original Contract, as hereinafter defined (the “Original Project”).

C. By Resolution B-5-08-2541, adopted May 29, 2008, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Original Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the maximum principal amount of \$111,440,000 pursuant to a declaration of trust.

D. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Original Contract to finance the Original Project and the Commissioner authorized the Original Project and the levy.

E. The District selected U.S. Bank National Association, St. Paul, Minnesota (the “Trustee”) to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract dated as of June 1, 2008 (the “Original Contract”), with the District regarding the acquisition, construction and equipping of the Original Project, and the District and the Trustee entered into a Declaration of Trust dated as of June 1, 2008 (the “Original Declaration”), pursuant to which Full Term Certificates of Participation, Series 2008B, in the installment payments under the Original Contract in the principal amount of \$111,440,000 (the “2008 Certificates”), were executed and delivered by the Trustee.

F. The District has approved an amendment to the Plan and modified the projects to be financed under the Original Contract and the Commissioner of Education approved the amendment to the Plan and the modification to the Original Project and has approved the District’s borrowing of an additional \$5,000,000 under the Act to finance the Original Project, as modified, and as described in the First Amendment to Contract, as hereinafter defined.

G. By Resolution B-9-10-2819 adopted September 13, 2010, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Contract to provide additional funds to purchase the real and personal property described in the Plan, as amended, and issuing full term certificates of participation in the installment payments under a supplement to the Original Declaration in the maximum principal amount of \$5,000,000.

H. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the "First Amendment to Contract"), to revise and restate the installment payments, modify the description of the Original Project and amend other related matters, such amendment shall modify the Original Contract. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of October 1, 2010 (the "First Supplement to Declaration"), pursuant to which the Full Term Certificates of Participation, Series 2010C, in the installment payments under the Contract in the principal amount of \$5,000,000 (the "2010C Certificates") were executed and delivered by the Trustee.

I. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the Installment Payments under the Original Contract, as amended, to finance a portion of the costs of the acquisition and improvements to Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

J. By Resolution B-4-12-3007 adopted April 24, 2012, as amended by Resolution B-6-12-3031 adopted June 11, 2012, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Contract, as amended, to provide additional funds to purchase real and personal property for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) which are a portion of the Project and issuing full term capital appreciation certificates of participation in the Installment Payments under a supplement to the Original Declaration, as supplemented.

K. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012 (the "Second Amendment to Contract"), to revise and restate the Installment Payments, modify the description of the Original Project, as amended (the "Project"), and amend other matters, such amendment shall modify the Original Contract, as amended. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of June 1, 2012 (the "Second Supplement to Declaration"), pursuant to which Full Term Capital Appreciation Certificates of Participation, Series 2012A, in the Installment Payments under the Contract in the original principal amount of \$12,800,424.50 and a total accreted amount at maturity of \$21,700,000.00 (the "2012A Certificates"), were executed and delivered by the Trustee.

L. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the additional installment payments under the Second Amendment to Contract to finance a portion of the Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary), which is a portion of the Project, and the Commissioner authorized the modified Original Project and the levy.

M. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 12 and Resolution B-7-16-3385, the District in order to reduce debt service costs provided for the issuance of Full Term Refunding Certificates of Participation, Series 2016A (the “2016 Certificates”) in the principal amount of \$82,605,000 to refund the outstanding principal of the 2008 Certificates.

N. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of August 1, 2016 (the “Third Amendment to Contract”), to revise and restate the installment payments and amend other related matters. The District and the Trustee also entered into a Supplement to Declaration of Trust dated as of August 1, 2016 (the “Third Supplement to Declaration”), pursuant to which the 2016 Certificates were executed and delivered by the Trustee.

O. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 4 and Resolution B-4-19-3640, the District in order to reduce debt service costs provided for the issuance of Full Term Refunding Certificates of Participation, Series 2019C (the “2019C Certificates”) in the principal amount of \$2,710,000 to refund the outstanding principal of the 2010C Certificates.

P. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of May 1, 2019 (the “Fourth Amendment to Contract”), to revise and restate the installment payments and amend other related matters. The District and the Trustee also entered into a Supplement to Declaration of Trust dated as of May 1, 2019 (the “Fourth Supplement to Declaration”), pursuant to which the 2019C Certificates were executed and delivered by the Trustee.

Q. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 12, the District may, in order to reduce debt service costs, refinance its outstanding obligations through the issuance and sale of refunding certificates of participation. The School Board has determined that the District shall provide for the issuance of Taxable Full Term Refunding Certificates of Participation, Series 2021A, to provide for the defeasance, payment and prepayment and redemption of the 2012A Certificates maturing on and after February 1, 2022 (the “Refunded Certificates”). The Refunded Certificates maturing on and after February 1, 2023, are called for prepayment and redemption on February 1, 2022 (February 1, 2022 is herein referred to as the “Redemption Date”).

R. The Trustee, as vendor, and the District, as vendee, shall enter into an Amendment to Installment Purchase Contract dated as of March 1, 2021 (the “Fifth Amendment to Contract”) to revise and restate the installment payments and amend other related matters, such amendment shall modify the Original Contract, as amended (the Original Contract, as amended, and amended by the Fifth Amendment to Contract, is herein referred to as the “Contract”). The District and the Trustee shall enter into a Supplement to Declaration of Trust dated as of March 1, 2021 (the “Fifth Supplement to Declaration”), pursuant to which the Taxable Full Term Refunding Certificates of Participation, Series 2021A, in the installment payments under the Contract in the principal amount of \$18,385,000 (the “2021A Certificates”) shall be executed and delivered by the Trustee (the Original Declaration, as supplemented, and as supplemented by the Fifth Supplement to Declaration is herein referred to as the “Declaration”).

S. Forms of the following documents relating to the financing have been prepared and submitted to the School Board:

(1) the Fifth Amendment to Contract proposed to be made and entered into between the District and the Trustee;

(2) the Fifth Supplement to Declaration proposed to be made and entered into between the District and the Trustee; and

(3) the Escrow Agreement proposed to be made and entered into between the District and the Trustee (escrow agent), which provides for the payment of (i) the total accreted amount at maturity for the 2022 maturity of the 2012A Certificates; and (ii) the Prepayment Price for the 2023 through 2028 maturities of the 2012A Certificates, calculated in accordance with the Second Supplement to Declaration, with prepayment and redemption on the Redemption Date.

Section 2. A. The School Board has determined to proceed with the sale of the 2021A Certificates by direct negotiation to Robert W. Baird & Co. Incorporated in Milwaukee, Wisconsin (“Baird”), and has determined to retain Blue Rose Capital Advisors, LLC, in Minneapolis, Minnesota, an independent municipal advisor to provide pricing opinion services.

B. Baird has proposed and the pricing committee of the District has accepted Baird’s proposal to purchase the 2021A Certificates at a cash price of \$18,109,225.00, plus accrued interest on the total principal amount from March 9, 2021, to the date of delivery and upon condition that the 2021A Certificates are payable at the times and on the terms set forth in the Contract and the Declaration. The School Board hereby ratifies and approves the Certificate Purchase Agreement, dated February 2, 2021, with Baird regarding the purchase and sale of the 2021A Certificates.

C. The 2021A Certificates to be issued shall mature on February 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

Year	Amount	Interest Rate
2022	\$1,570,000	0.710%
2023	1,550,000	0.760%
2024	1,560,000	0.870%
2025	2,060,000	1.100%
2026	3,620,000	1.300%
2027	3,880,000	1.570%
2028	4,145,000	1.720%

D. Redemption. (i) The 2021A Certificates shall not be subject to optional redemption and prepayment before maturity.

(ii) In the event of damage to all or a portion of the Project and the District makes the certification and election at the times and in the manner set forth in the Contract, the 2021A Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus accrued interest to the date of redemption, as provided for in the Declaration.

E. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2021A Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

Section 3. It is hereby found, determined and declared by the School Board that:

A. It is desirable and in the best interests of the District to enter into the Fifth Amendment to Contract and the Fifth Supplement to Declaration;

B. The terms of the Fifth Amendment to Contract and the Fifth Supplement to Declaration are found to be advantageous to the District and are hereby approved;

C. The Installment Payments under the Contract are absolute and unconditional as provided for in Article III of the Contract and are not subject to annual appropriation of the District; and

D. Based upon information from Robert Thomas CPA, LLC, the proceeds of the 2021A Certificates and the funds available and appropriated to the escrow account in the Escrow Agreement will be sufficient, together with earnings on the investments on deposit in the Escrow Agreement, to pay (i) the accreted amount at maturity for the 2022 maturity of the 2012A Certificates; and (ii) the Prepayment Price for the 2023 through 2028 maturities of the 2012A Certificates, calculated in accordance with the Second Supplement to Declaration, with prepayment and redemption on the Redemption Date.

Section 4. A. For the prompt and full payment of the installment payments under the Contract when due, there is hereby levied a direct, annual, ad valorem tax, as an additional levy pursuant to Minnesota Statutes, Section 126C.40, and other laws, upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on Exhibit A hereto.

B. The District maintains a Debt Service Fund on its books and records. A separate account was created within the Debt Service Fund and is designated as the "Installment Purchase Contract Account" (the "Contract Account"). The tax levies provided for in this Section 4 are hereby pledged to, and shall be used for no purpose other than, the payment of Installment Payments under the Contract; provided, however, that if any such Installment Payment shall become due when there is not sufficient money in the Contract Account, the Treasurer may pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes herein levied or appropriated.

C. Except as permitted by Minnesota Statutes, Section 475.61, Subd. 3, such tax levies shall be irrevocable as long as the Contract remains in effect.

Section 5. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Fifth Amendment to Contract, the Fifth Supplement to Declaration and the Escrow Agreement substantially in the forms now on file with the Clerk, with such necessary and appropriate omissions, modifications, insertions and additions as do not materially affect the substance of the transaction, consistent with the Act, as the Chair in his discretion shall determine. The execution of the Fifth Amendment to Contract, the Fifth Supplement to Declaration and the

Escrow Agreement by the Chair, with the advice of the Attorney for the District, shall be conclusive evidence of such determination. All of the provisions of the Fifth Amendment to Contract, the Fifth Supplement to Declaration and the Escrow Agreement, when executed and delivered as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated herein and shall be in full force and effect from the date of execution and delivery thereof. The District approves the 2021A Certificates being registered as depository obligations with The Depository Trust Company, New York, New York, as set forth in the Declaration.

Section 6. The Chair and the Clerk are hereby authorized to execute and deliver, on behalf of the District, such other documents as are necessary or appropriate in connection with the Fifth Amendment to Contract, the Fifth Supplement to Declaration and the Escrow Agreement, and the issuance, sale and delivery of the 2021A Certificates.

Section 7. All covenants, stipulations, obligations and agreements of the District contained in this Resolution and the Contract and the Declaration shall be deemed to be the covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the District upon execution and delivery of the Fifth Amendment to Contract, the Fifth Supplement to Declaration and the Escrow Agreement. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District or its officers by the provisions of this Resolution or of the aforementioned documents to be executed and delivered by the District shall be executed or performed by the District or by such officers of the District, or such board, body, authority or agency thereof as may be required by law to exercise such powers and to perform such duties.

Section 8. Except as herein otherwise expressly provided, nothing in this Resolution or in the Contract and the Declaration, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the District, the Trustee, Baird, or any holder of the 2021A Certificates issued under the provisions of this Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, that the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Trustee, Baird, and any holder from time to time of the 2021A Certificates issued under the provisions of this Resolution.

Section 9. The officers and other agents or employees of the District are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the refunding of the Refunded Certificates, the Fifth Amendment to Contract, the Fifth Supplement to Declaration, the Escrow Agreement and the 2021A Certificates, without further action of the Board, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the 2021A Certificates, the aforementioned documents and this Resolution.

Section 10. In the event any of the officers of the District authorized to execute the documents on behalf of the District under this Resolution shall for any reason be unable to do so, any other officer of the District authorized to act for such designated officer is hereby directed and authorized to do so on behalf of the District with the same effect as if executed by the officer authorized to do so in this Resolution.

Section 11. All actions of the members, officers, employees and staff of the District heretofore taken and in furtherance of this financing are hereby approved, ratified and confirmed.

Section 12. A. The Clerk of the District is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the 2021A Certificates herein authorized have been duly entered on her register.

B. The Chair, the Clerk, the Treasurer and other officers of the District are authorized and directed to prepare and furnish, with regard to the issuance of the 2021A Certificates, certified copies of all proceedings and records of the District relating to the 2021A Certificates and such other affidavits, certificates and opinions as may be required to show the facts relating to the legality, tax exemption and marketability of the 2021A Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; that all such certified copies, certificates, affidavits and opinions, including and heretofore furnished, shall constitute representations of the District as to the truth of all statements made by the District and contained herein.

Section 13. The School Board has covenanted and has obligated itself in Resolution B-1-21-3790, adopted January 19, 2021, to be bound by the provisions of Minnesota Statutes, Section 126C.55. The School Board hereby reaffirms such covenants and obligations.

Section 14. The District hereby authorizes the circulation of the final Official Statement in connection with the sale and delivery of the 2021A Certificates.

Section 15. Continuing Disclosure. The District acknowledges that the 2021A Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the 2021A Certificates and the security therefor and to permit underwriters of the 2021A Certificates to comply with the Rule, which will enhance the marketability of the 2021A Certificates, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

EXHIBIT A**Tax Levy Schedule**

Levy Year	Collection Year	2016 Certificates Tax Levy	2019C Certificates Tax Levy	2021A Certificates Tax Levy	Total Tax Levy
2020	2021	\$ 8,951,850	\$373,000	\$1,785,000**	\$11,109,850
2021	2022	9,170,350	374,750	1,777,282*	11,322,382
2022	2023	9,402,100	375,750	1,775,502	11,553,352
2023	2024	9,655,100	376,000	2,261,930	12,293,030
2024	2025	9,851,850	370,500	3,799,270	14,021,620
2025	2026	10,068,600	374,500	4,012,210	14,455,310
2026	2027	10,281,000	367,500	4,216,294	14,864,794

* Such amount shall be reduced by the rounding amount of \$1,553.74.

** The 2020/2021 tax levy for the 2012A Certificates in the amount of \$1,785,000 shall be deposited in the Contract Account for payment of the principal and interest due on the 2021A Certificates on August 1, 2021 and February 1, 2022.

RESOLUTION

Authorizing the Execution and Delivery of an Amendment to Lease Purchase Agreement and Supplement to Declaration of Trust and Approving the Issuance, Sale and Delivery of \$5,070,000 Refunding Certificates of Participation, Series 2021B

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709 (Duluth) (the “District”), as follows:

Section 1. A. Pursuant to the authority contained in Minnesota Statutes, Section 465.71, as amended (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement.

B. The District has approved a Long-Range Facilities Plan (the “Plan”), and the Commissioner of Education has approved the District’s borrowing of \$35,404,371 under the Act to finance the purchase of real and personal property for the improvement of the school facilities; such improvements which constitute the Project being described in the Original Lease (as hereinafter defined).

C. By Resolution B-8-09-2680, adopted September 17, 2009, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into a lease purchase agreement pursuant to the Act to finance the costs of the Project, with the interest component of the rental payments being tax-exempt under the Internal Revenue Code of 1986, as amended, and issuing certificates of participation in the rental payments under the lease purchase agreement in the maximum principal amount of \$35,400,000 pursuant to a declaration of trust.

D. The District selected Associated Trust Company, National Association, Milwaukee, Wisconsin (the “Trustee”) to act as lessor and the trustee as follows: the Trustee, as lessor, entered into a Lease Purchase Agreement dated as of October 1, 2009 (the “Original Lease”), with the District regarding the acquisition, construction and equipping of the Project, and the District and the Trustee entered into a Declaration of Trust dated as of October 1, 2009 (the “Original Declaration”), pursuant to which the Certificates of Participation, Series 2009B in the Rental Payments under the Original Lease in the principal amount of \$35,400,000 (the “2009 Certificates”), were executed and delivered by the Trustee.

E. By Resolution B-9-10-2820 adopted September 13, 2010, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an amendment to the Original Lease to provide additional funds to purchase the real and personal property described in the Plan, as amended, and issuing certificates of participation in the rental payments under a supplement to the Original Declaration in the maximum principal amount of \$1,605,000.

F. The Trustee, as lessor, and the District, as lessee, entered into an Amendment to Lease Purchase Agreement dated as of October 1, 2010 (the “First Amendment to Lease”), to revise and restate the rental payments, such amendment shall modify the Original Lease. The

District and the Trustee also entered into a Supplement to Declaration of Trust dated as of October 1, 2010 (the “First Supplement to Declaration”), pursuant to which the Certificates of Participation, Series 2010D in the rental payments under the Lease in the principal amount of \$1,605,000 (the “2010D Certificates”) were executed and delivered by the Trustee.

G. The District has approved an amendment to the Plan and modified the projects to be financed under the Original Lease, as amended, and the Commissioner of Education has approved the District’s borrowing of an additional \$6,430,000 under the Act to finance additional costs for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

H. By Resolution B-4-12-3008 adopted April 24, 2012, as amended by Resolution B-6-12-3032 adopted June 11, 2012, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an amendment to the Original Lease, as amended, to provide additional funds to purchase the real and personal property for the items listed for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary), which are a portion of the Project and issuing certificates of participation in rental payments under a supplement to the Original Declaration, as supplemented, in the maximum principal amount of \$6,340,000.

I. The Trustee, as lessor, and the District, as lessee, entered into an Amendment to Lease Purchase Agreement dated as of June 1, 2012 (the “Second Amendment to Lease”), to revise and restate the rental payments, modify the description of the original project and amend other related matters, such amendment modified the Original Lease, as amended. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of June 1, 2012 (the “Second Supplement to Declaration”), pursuant to which the Certificates of Participation, Series 2012B, in the rental payments under the Original Lease, as amended, in the principal amount of \$6,340,000 (the “2012B Certificates”) were executed and delivered by the Trustee.

J. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 4 and Resolution B-4-19-3638, the District, in order to extend or adjust the maturities in relation to resources available for this payment, provided for the issuance of Refunding Certificates of Participation, Series 2019A (the “2019A Certificates”), in the principal amount of \$24,130,000 to refund the 2009 Certificates.

K. The Trustee, as lessor, and the District, as lessee, entered into an Amendment to Lease Purchase Agreement dated as of May 1, 2019 (the “Third Amendment to Lease”), to revise and restate the rental payments and amend other related matters. The District and the Trustee also entered into a Supplement to Declaration of Trust dated as of May 1, 2019 (the “Third Supplement to Declaration”), pursuant to which the 2019A Certificates were executed and delivered by the Trustee.

L. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 4, the District may, in order to reduce debt service costs, refinance its outstanding obligations through the issuance and sale of refunding certificates of participation. The School Board has determined that the District shall provide for the issuance of Refunding Certificates of Participation, Series 2021B, (i) to provide for the prepayment and redemption of the 2010D Certificates maturing on and after March 1, 2022 (the “2010D Refunded Certificates”);

and (ii) to provide for the prepayment and redemption of the 2012B Certificates maturing on and after March 1, 2022 (the “2012B Refunded Certificates”). The 2010D Refunded Certificates and the 2012B Refunded Certificates are called for prepayment and redemption on March 9, 2021 (the “Redemption Date”).

M. The Trustee, as lessor, and the District, as lessee, shall enter into an Amendment to Lease Purchase Agreement dated as of March 1, 2021 (the “Fourth Amendment to Lease”) to revise and restate the rental payments and amend other related matters, such amendment shall modify the Original Lease, as amended (the Original Lease, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease and the Fourth Amendment to Lease, is herein referred to as the “Lease”). The District and the Trustee shall enter into a Supplement to Declaration of Trust dated as of March 1, 2021 (the “Fourth Supplement to Declaration”), pursuant to which Refunding Certificates of Participation, Series 2021B, in the rental payments under the Lease in the principal amount of \$5,070,000 (the “2021B Certificates”) shall be executed and delivered by the Trustee (the Original Declaration, as supplemented by the First Supplement to Declaration, the Second Supplement to Declaration, the Third Supplement to Declaration and the Fourth Supplement to Declaration, is hereby referred to as the “Declaration”).

N. Forms of the following documents relating to the financing have been prepared and submitted to the School Board:

- (1) The Fourth Amendment to Lease proposed to be made and entered into between the District and the Trustee, as lessor; and
- (2) The Fourth Supplement to Declaration proposed to be made and entered into between the District and the Trustee, as trustee.

Section 2. A. The School Board has determined to proceed with the sale of the 2021B Certificates by direct negotiation to Robert W. Baird & Co. Incorporated in Milwaukee, Wisconsin (“Baird”).

B. Baird has proposed and the pricing committee of the District has accepted Baird’s proposal to purchase the 2021B Certificates at a cash price of \$4,997,803.25, plus accrued interest on the total principal amount from March 9, 2021, to the date of delivery and upon condition that the 2021B Certificates are payable at the times and on the terms set forth in the Lease and the Declaration. The School Board hereby ratifies and approves the Certificate Purchase Agreement, dated February 2, 2021, with Baird regarding the purchase and sale of the 2021B Certificates.

C. The 2021B Certificates to be issued shall mature on March 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

Year	Amount	Interest Rate
2022	\$490,000	3.00%
2023	435,000	3.00%
2024	450,000	3.00%
2028	1,875,000	2.60%
2032	1,820,000	3.00%

D. (i) The 2021B Certificates maturing or subject to mandatory redemption in the years 2022 through 2028 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, in the year 2029 and in subsequent years shall each be subject to redemption and prepayment at the option of the District on March 1, 2028, and on any date thereafter, in whole or in part, and if in part, at the option of the District and in such manner as the District shall determine at a price of par plus accrued interest to the date of redemption, as provided for in the Declaration.

(ii) In the event of damage to all or a portion of the Project and the District makes the certification and election at the times and in the manner as set forth in the Lease, the 2021B Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus accrued interest to the date of redemption, as provided for in the Declaration.

(iii) If the District shall certify to the Trustee to the effect that (a) that the District has sold excess real property owned by the District as of the date of the Fourth Supplement to Declaration; and (b) that the District has elected to utilize all or a portion of the net sales proceeds from such sale to prepay all or a portion of the 2021B Certificates, then the designated amount of such net sale proceeds for the prepayment shall be deposited in the Prepayment Account and used for the redemption of the 2021B Certificates on the next date for which due notice of redemption can be given, in accordance with provisions of the Lease and the Declaration, for an optional redemption of the outstanding 2021B Certificates; provided, however, such extraordinary redemption call may not be made prior to March 1, 2023, nor after March 1, 2027, shall be made not more than one time and shall be in an amount of not less than \$500,000.

(iv) The 2021B Certificates maturing on March 1 in the years 2028 and 2032 shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Declaration at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Trustee shall select for redemption, by lot or other manner deemed fair, on March 1 in each of the following years the following stated principal amounts:

For the 2021B Certificates maturing on March 1, 2028:

Year	Amount
2025	\$460,000
2026	460,000
2027	470,000
2028*	485,000

* Final Maturity

For the 2021B Certificates maturing on March 1, 2032:

Year	Amount
2029	\$490,000
2030	505,000
2031	405,000
2032*	420,000

* Final Maturity

Section 3. It is hereby found, determined and declared by the School Board that:

A. It is desirable and in the best interests of the District to enter into the Fourth Amendment to Lease and the Fourth Supplement to Declaration;

B. The terms of the Fourth Amendment to Lease and the Fourth Supplement to Declaration are found to be advantageous to the District and are hereby approved; and

C. The Rental Payments under the Lease are subject to annual appropriation by the District, and the Lease is subject to termination at the end of each fiscal year of the District.

D. Based upon information from Baird, the proceeds of the 2021B Certificates will be sufficient to pay interest due on and prepay and redeem the 2010D Refunded Certificates and the 2012B Refunded Certificates on March 9, 2021, the Redemption Date.

Section 4. There was created and shall be continued a separate Rental Payment Account (the "Account") for payment of the Rental Payments under the Lease, which shall be a separate segregated account within the District's general fund. The monies in the Account shall be used for no purpose other than the payment of the Rental Payments and the other payments under the Lease. The Chief Financial Officer/Executive Director of Business Services is authorized and directed to transfer monies of the District to the Account, as from time to time authorized by the District's budget, in the amounts so authorized to pay the Rental Payments and the other payments due under the Lease.

Section 5. The Fourth Amendment to Lease and the Fourth Supplement to Declaration are hereby approved. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Fourth Amendment to Lease and the Fourth Supplement to Declaration substantially in the forms now on file with the Clerk, with such necessary and appropriate omissions, modifications, insertions and additions as do not materially affect the substance of the transaction, consistent with the Act, as the Chair in his discretion shall determine. The execution of the Fourth Amendment to Lease and the Fourth Supplement to Declaration by the Chair, with the advice of the Attorney for the District, shall be conclusive evidence of such determination. All of the provisions of the Fourth Amendment to Lease and the Fourth Supplement to Declaration, when executed and delivered as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated herein and shall be in full force and effect from the date of execution and delivery thereof. The District approves the 2021B Certificates being registered as depository obligations with The Depository Trust Company, New York, New York, as set forth in the Declaration.

Section 6. The Chair and the Clerk are hereby authorized to execute and deliver, on behalf of the District, such other documents as are necessary or appropriate in connection with the Fourth Amendment to Lease and the Fourth Supplement to Declaration, and the issuance, sale and delivery of the 2021B Certificates.

Section 7. All covenants, stipulations, obligations and agreements of the District contained in this Resolution and the Lease and the Declaration shall be deemed to be the covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the District upon execution and delivery of the Fourth Amendment to Lease and the Fourth Supplement to Declaration. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District or its officers by the provisions of this Resolution or of the aforementioned documents to be executed and delivered by the District shall be executed or performed by the District or by such officers of the District, or such board, body, authority or agency thereof as may be required by law to exercise such powers and to perform such duties.

Section 8. Except as herein otherwise expressly provided, nothing in this Resolution or in the Lease and the Declaration, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the District, the Trustee, Baird or any holder of the 2021B Certificates issued under the provisions of this Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, that the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Trustee, Baird and any holder from time to time of the 2021B Certificates issued under the provisions of this Resolution.

Section 9. The officers and other agents or employees of the District are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the refunding of the 2010D Refunded Certificates and the 2012B Refunded Certificates, the Fourth Amendment to Lease and the Fourth Supplement to Declaration, and the 2021B Certificates, without further action of the Board, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the 2021B Certificates, the aforementioned documents and this Resolution.

Section 10. In the event any of the officers of the District authorized to execute the documents on behalf of the District under this Resolution shall for any reason be unable to do so, any other officer of the District authorized to act for such designated officer is hereby directed and authorized to do so on behalf of the District with the same effect as if executed by the officer authorized to do so in this Resolution.

Section 11. All actions of the members, officers, employees and staff of the District heretofore taken and in furtherance of this financing are hereby approved, ratified and confirmed.

Section 12. A. The Clerk of the District is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the 2021B Certificates herein authorized have been duly entered on her register.

B. The Chair, the Clerk, the Treasurer and other officers of the District are authorized and directed to prepare and furnish, with regard to the issuance of the 2021B Certificates, certified copies of all proceedings and records of the District relating to the 2021B Certificates and such other affidavits, certificates and opinions as may be required to show the facts relating to the legality, tax-exempt status and marketability of the 2021B Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; that all such certified copies, certificates, affidavits and opinions, including those heretofore furnished, shall constitute representations of the District as to the truth of all statements made by the District and contained herein.

Section 13. The District hereby authorizes the circulation of the final Official Statement in connection with the sale and delivery of the 2021B Certificates.

Section 14. Tax Covenants.

A. The District covenants and agrees with the holders of the 2021B Certificates that the District will (i) take all action on its part necessary to cause the interest on the 2021B Certificates to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the 2021B Certificates and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the 2021B Certificates to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the 2021B Certificates and investment earnings thereon on certain specified purposes.

B. No portion of the proceeds of the 2021B Certificates shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the 2021B Certificates were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the 2021B Certificates or \$100,000. To this effect, any proceeds of the 2021B Certificates and any sums from time to time held in the Lease Revenue Account or the Prepayment Account by the Trustee (or any other District funds or accounts which will be used to pay principal and interest to become due on the 2021B Certificates) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the 2021B Certificates and money in the Lease Revenue Account shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the 2021B Certificates to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The School Board covenants and certifies to and for the benefit of the owners of the 2021B Certificates that no use will be made of the proceeds of the 2021B Certificates which will cause the 2021B Certificates to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder. Pursuant to such covenant, the

School Board hereby agrees to comply throughout the term of the issue of the 2021B Certificates with the requirements of Section 148 of the Code and any Treasury Regulations promulgated thereunder and Section 5.01 of the Declaration.

Section 15. Continuing Disclosure. The District acknowledges that the 2021B Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”). The Rule governs the obligations of certain underwriters to require that issuers of municipal obligations enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the obligations. To provide for the public availability of certain information relating to the 2021B Certificates and the security therefor and to permit underwriters of the 2021B Certificates to comply with the Rule, which will enhance the marketability of the 2021B Certificates, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Section 16. Post-Issuance Compliance Policy and Procedures. The School Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The School Board hereby approves the Policy and Procedures for the 2021B Certificates. The Chief Financial Officer/Executive Director of Business Services continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Great news! We completed the pricing for the District's refunding issues on 2/2/21.

The table below summarizes the final savings locked in vs. the estimated savings when the decision was made to post-pone the refundings in October of 2020.

Refunding Issue	Estimated Savings in October, 2020	Final Savings with Pricing on 02/02/2021	Difference
Taxable Full-Term Refunding COPs, Series 2021A	\$913,891	\$1,340,795	\$426,904
Refunding COPs, Series 2021B	\$454,302	\$581,522	\$127,220
TOTAL	\$1,368,193	\$1,922,317	\$554,124

Please note the 2021B is direct savings to their general fund versus taxpayer savings on the Series 2021A issuance.

The school portion of property taxes will be reduced by this event by about \$222,000 a year. For a \$200,000 homestead residential property this equates to about a \$4.50 a year decrease.



ISD #709

68

Duluth Public Schools
District Facilities Project

Monthly Progress Report
January 2021

Address: 215 N. 1st Avenue East, Duluth, MN 55802

Background:

- In June of 2019, Board Members determined the existing Historic Old Central was failing and a major investment of nearly \$48.5 million would be required.
- In late 2019, a working group led by was formed to review and analyze the current viability of the sites and to determine what options the district should consider relocating the programs currently being housed and operated within the existing Historic Old Central High School (HOCHS) facility located in downtown Duluth. The result of these efforts culminated in the development of a \$31.5M plan that would address the following:
 - Construction of a new District Services Center facility on the existing Central Hill site
 - Renovations and additions for the District facilities department
 - Construction of a new facility for the District transportation department
 - Associated off-site improvements and roadways
 - Site development and demolition of existing facilities
- In January 2020, the School Board approved a process for District administration and the working group to engage District lobbyists and local legislators to seek approval of special legislation that would enable the District to fund these improvements. This legislation would allow the District to address the identified needs for \$17M less than the cost to repair HOCHS.
- In October of 2020, the legislation was formally approved as part of the State of Minnesota special legislative session.

Recent Progress and Activities:

- In October 2020, the existing HOCHS facility is now under a purchase agreement with a developer.
- The Central on the Hill site is currently in active negotiations and the District has been in discussions with a number of interested parties.

- Over the past few months, the working group has continued to develop and refine a process to further develop the proposed facility plan into reality. The project consulting team has now been formally engaged by the District, and planning efforts are proceeding.

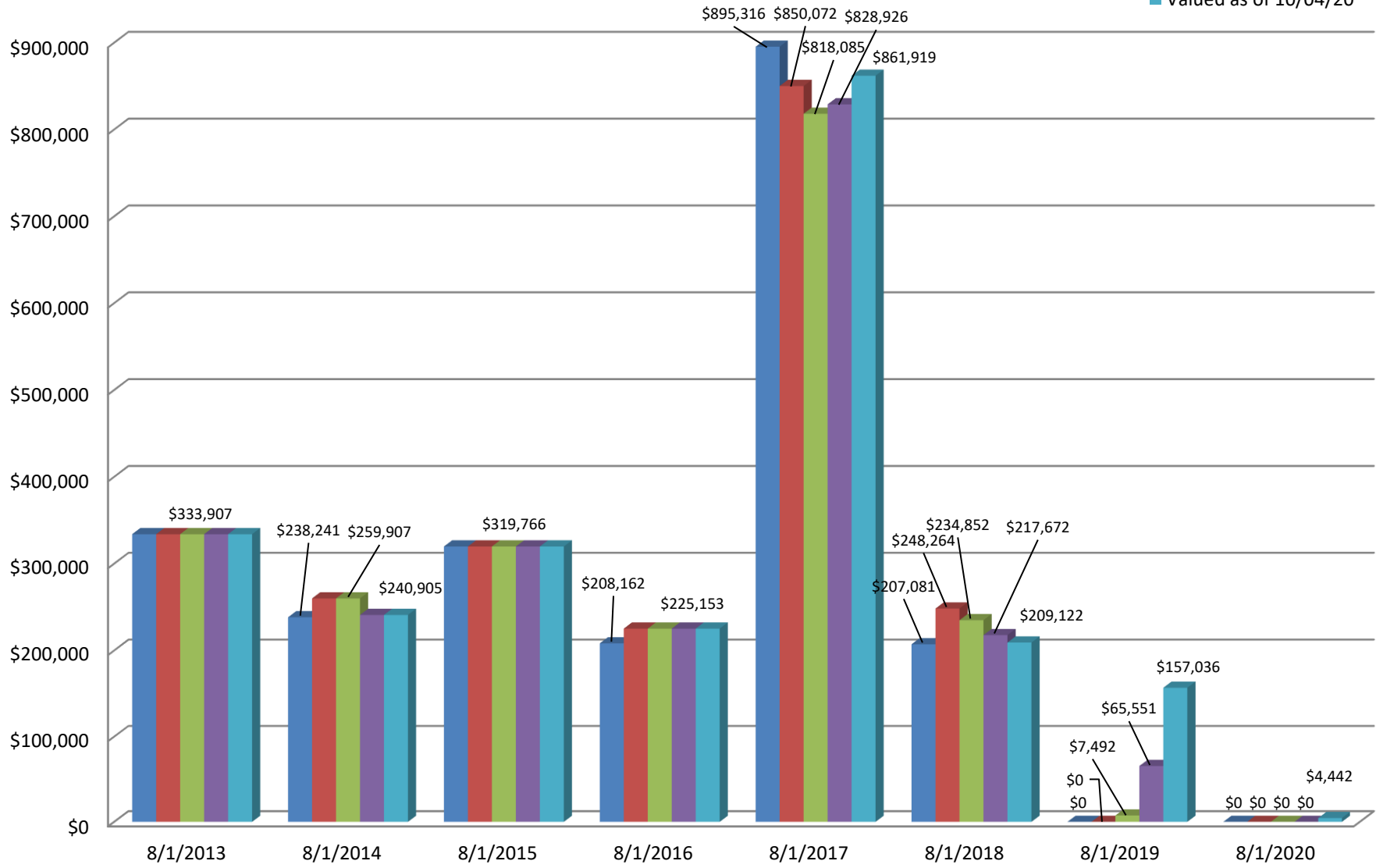
- The following planning sub-groups have been formed to further study the specific program and space needs of the various District departments:
 - Alternative Learning Center (ALC) / Academic Excellence On-Line (AEO)
 - Adult Basic Education (ABE)
 - Facilities / Transportation / Print Shop
 - Hill Site Re-Development / City Approvals
 - District Services Center (human resources, curriculum, SPED, finance, superintendents, community ed, food & nutrition, Headstart, IT, etc.)
- Sub-Group meetings have been initiated and members have started to engage key stakeholders and staff to provide guidance and leadership throughout the planning process.
- A project communications plan has been developed to ensure that all internal and external stakeholders are fully updated on an on-going basis. This communications plan will include monthly status reports to summarize current and upcoming activities that will ultimately be uploaded to a project webpage. Weekly updates will also be produced and sent to the District administration for internal distribution. Regular check-in meetings with each sub-group and the City of Duluth are also being scheduled.

Upcoming Activities and Next Steps:

- Sub-Groups will continue their progress of engaging stakeholders and further developing plans and solution alternatives for each District department.
- Project consultants will be working with the District administration to comply with all required approvals associated with the special legislation process. Notable aspects of this process include:
 - Holding a public hearing to review the proposed facilities plan – Currently scheduled for 3-2-21
 - Development of required documentation for submission to the Minnesota Department of Education (MDE) for review and comment – tentatively scheduled for Late April 2021
 - Development of a detailed financial analysis of the proposed plan for submission to the MDE
- The consulting team will continue to work with District representatives to further prepare the Central on the Hill site for re-development. Site survey work and preliminary soil borings are in progress, and an evaluation of all related roadways and infrastructure is being developed.
- Work will continue in preparation for the 3-2-21 Public Hearing and further development of the detailed financial analysis.

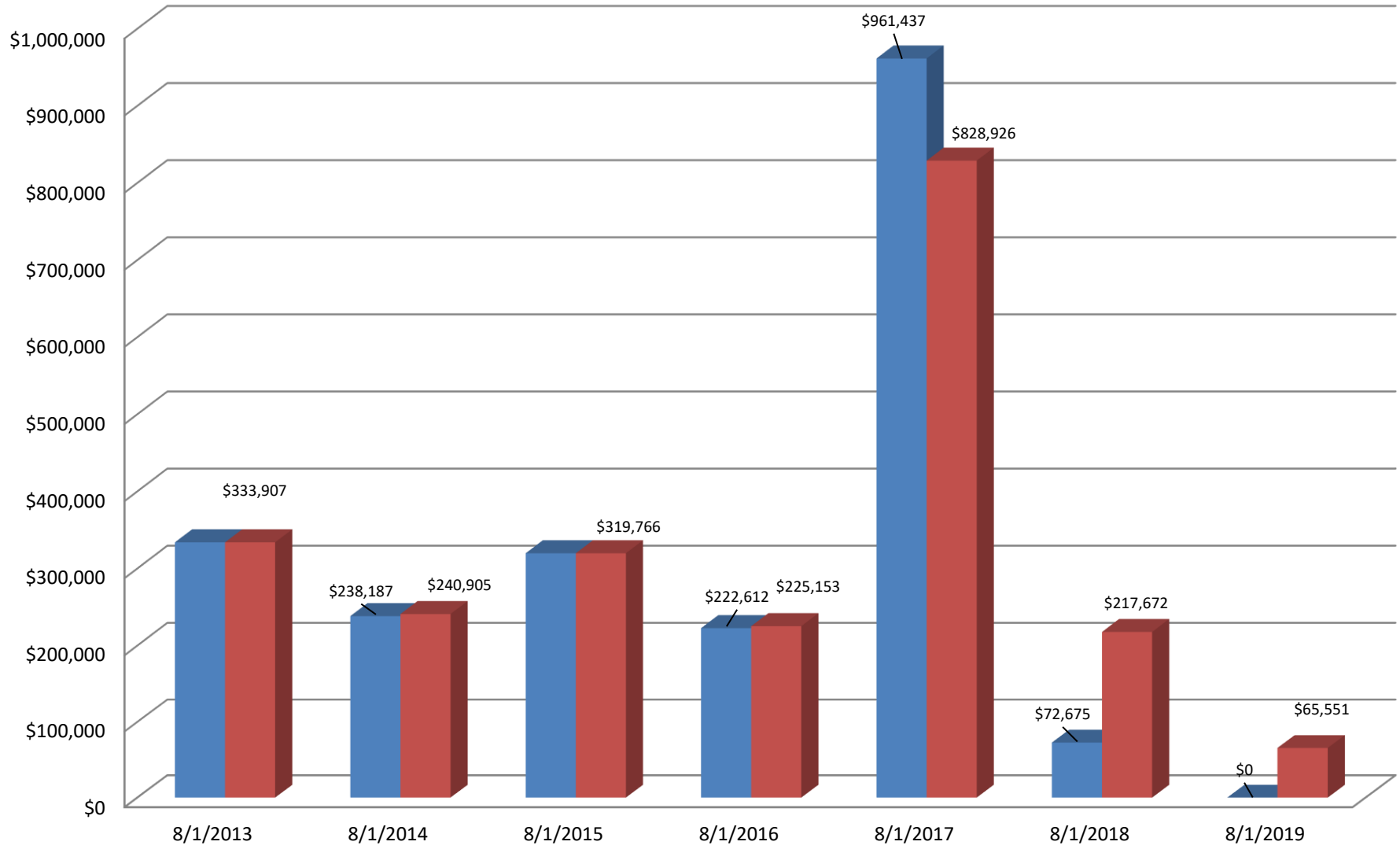
Duluth Public Schools Workers' Compensation Point-In-Time Analysis Policy Year by Total Incurred

- Valued as of 04/30/19
- Valued as of 07/30/19
- Valued as of 10/07/19
- Valued as of 01/27/20
- Valued as of 10/04/20



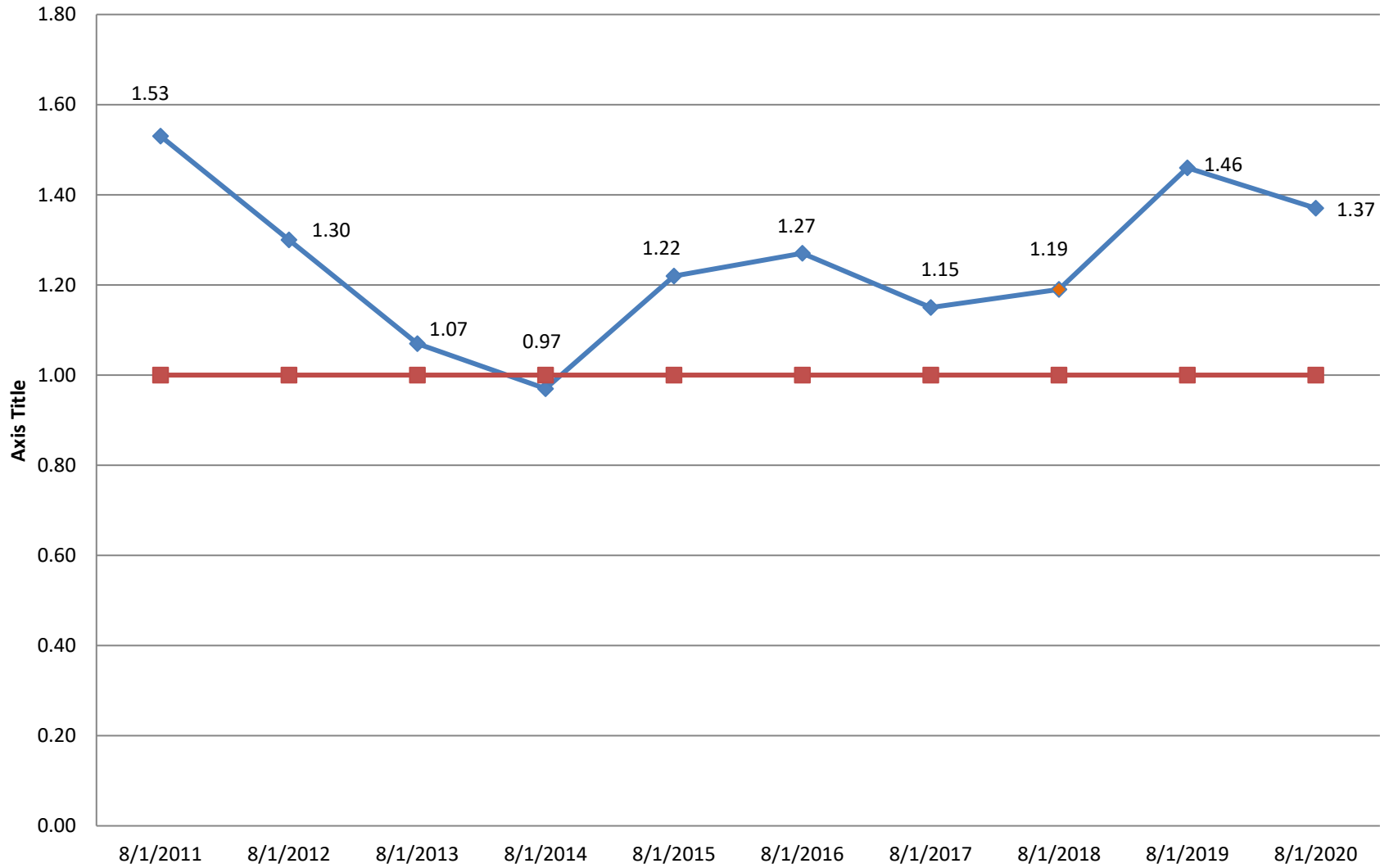
Duluth Public Schools Workers' Compensation Point-In-Time Analysis Policy Year by Total Incurred

■ Valued as of 01/31/19
■ Valued as of 01/27/20

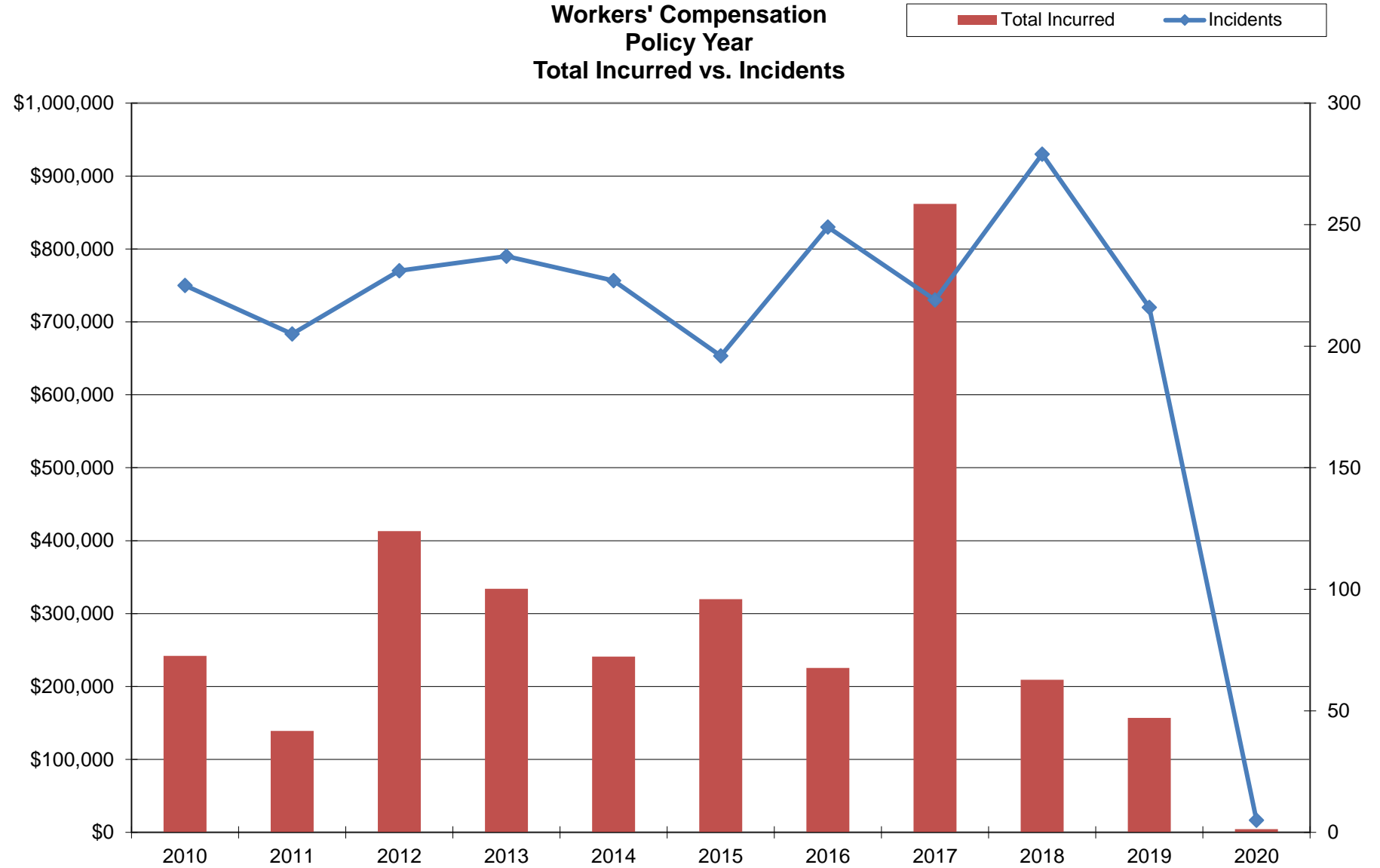


Duluth Public Schools Experience Modification Factor Policy Year

◆ Mod Factor
■ Industry Avg



Duluth Public Schools Workers' Compensation Policy Year Total Incurred vs. Incidents



**Cause of Injury
Combined Policy Years 2014 to Current
Total Incurred vs. Incidents**

Cause Code Group	Data	
	Total Incurred	Incidents
BRN/SCLD	\$1,478	17
CGHT IN/BTWN	\$9,816	25
CUT/PUNC/SCRIP	\$11,747	155
FALL/SLIP	\$1,073,786	420
MISC	\$613,822	63
MTR VHCL	\$16,853	6
STRAIN BY	\$427,200	185
STRIKE/STEP	\$9,949	47
STRUCK BY	\$425,274	799
RUB/ABRADED	\$56,508	3
Grand Total	\$2,646,433	1720

**Expenditure Contracts Signed
January 2021**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of January 2021.

*** Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** 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.)

Name	Amount*	Contract Source**	Description
Wipfli	\$43,075.00*	Business Services (DU)	FY annual engagement letter; pricing is consistent with the 5-year RFP #308, approved by the School Board in February 2018
Sascha Mansson	\$1,000.00*	Duluth Preschool (DR)	Create values-based mission statement
Hunt Electric Corp.	\$63,968.90*	Facilities (DR)	Installation of video security equipment
Booster Enterprises	\$2,000.00	Homecroft (SAF)	Boosterthon Fun Run
Wolf Ridge	\$8,000.00	Lakewood (SAF)	5 th grade field trip (2022)
Howie Hanson	\$8,600.00*	Public Relations (DU)	Photography, video, written articles and other content as needed for school-related activities
Concordia Community Arts Playcare	\$2,735.00*	Special Services (DU)	Preschool planning as required by IEP
Creation Station Child Care	\$1,280.00*	Special Services (DU)	Preschool planning as required by IEP
Residential Services Inc.	\$3,000.00*	Special Services (DU)	Student specific direct support professional services & special education paraprofessional duties

December 30, 2020

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

We are pleased to serve as the independent auditors for Independent School District No. 709 ("Client") for the year ended June 30, 2021. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement.

We will audit Client's financial statements and the related notes to the financial statements of the governmental activities, each major fund and aggregate remaining fund information of Client. Accounting standards generally accepted in the United States provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have also been engaged to report on supplementary information other than RSI that accompanies Client's financial statements.

Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$43,075. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Audit Objective

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

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

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

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application and may assist in the preparation of Client's financial statements, but the responsibility for the financial statements remains with management.

Audit Procedures, Limitations, and Independence

Our audit will be conducted in accordance with auditing standards generally accepted in the United States; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of

the government. Because the determination of abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

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

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

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and your internal control related matters that are required to be communicated under professional standards.

Because of the inherent limitations of an audit combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there exists an unavoidable risk that material misstatements may exist and not be detected even though our audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of law or government regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform Client's management and you of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform Client's management and you of any violations of law or government regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States ("GAAP"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Information about the District's Other Postemployment Health Care Plan
3. Information about the District's Net Pension Liability
4. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual General Fund

We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States and will provide an opinion on it in relation to the financial statements as a whole:

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Client's major programs. The purpose of these procedures will be to express an opinion on Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will issue a written report upon completion of our audit of Client's financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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

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

Responsibilities of Management

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

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

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

Management is responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the

supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations, contracts, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

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

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

If Client intends to reproduce or publish these financial statements, or any portion thereof whether in paper or electronic form subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval

before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Management Assistance

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

Other Services

We may prepare (or assist in preparing) a draft of your financial statements and schedule of expenditures of federal awards and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those nonaudit services prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those nonaudit services.

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

Annual Information Filings

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

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

Other

Michelle Swoboda, CPA will be your audit engagement partner.

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

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

Wipfli LLP

Wipfli LLP

ACCEPTED: INDEPENDENT SCHOOL DISTRICT NO. 709

By: *Catherine A. Erickson*

Catherine A. Erickson, CFO
(Print Name and Title)

Date: *01/07/2021*

MS/yy
204397

Enc.

Wipfli LLP
Engagement Letter
Terms and Conditions – Attest Engagements

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1. Entire Agreement

These Terms and Conditions, together with the engagement letter ("Engagement Letter") to which these Terms and Conditions are attached, and the Engagement Letter's other appendices, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict between the Terms and Conditions and the provisions of an Engagement Letter issued by Wipfli, the Engagement Letter will apply.

2. Commencement and Term

An Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Fee Estimates and Change Orders

Wipfli's Engagement Letter may set forth certain ranges for Wipfli's fees charged on any project or work. Wipfli provides fee estimates as an accommodation to Client. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

If, during the course of Wipfli's engagement, Wipfli determines that more work will be required than initially estimated, Wipfli will discuss, as soon as possible, the reasons with Client. Work that falls outside the agreed-upon scope of Wipfli's engagement shall be covered by a Change Order. Service completion times are estimated and subject to change. Where applicable, all such estimates assume that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Such estimates also include necessary and reasonable cooperation from client personnel.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the services will be charged in addition to Wipfli's professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

4. Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client's balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, work may be suspended if Client's account becomes overdue and will not be resumed until Client's account is paid in full. Client acknowledges and agrees that we are not required to continue work in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops work or withdraws from this engagement as a result of Client's failure

to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli will not be liable to Client for any damages that occur as a result of our ceasing to render services.

In the event Client requests us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against Client or management for the production of documents and/or testimony relative to information Wipfli obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

5. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

6. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any Engagement Letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

7. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion upon notice to Client, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned Indian subsidiary and contractors in the Philippines) or any of their respective affiliates. These entities and their personnel may be located within or outside the United States. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the engagement letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the engagement letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or professional standards. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes.

For additional information related to client personal information, please see Wipfli's Privacy Statement located at www.wipfli.com/privacy-statement.

AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of November, 2020 , by and between Independent School District #709, a public corporation, hereinafter called District, and Sascha Mansson, 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: Create values based mission statement for the Duluth Preschool Program.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November, 23, 2020 and shall remain in effect until December 5th, 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.** Create values based mission statement for the Duluth Preschool Program.

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.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,000.00 in total.

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: Sherry Williams, 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 318 Minneapolis 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:

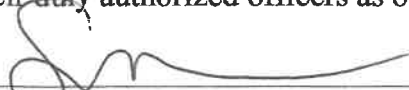
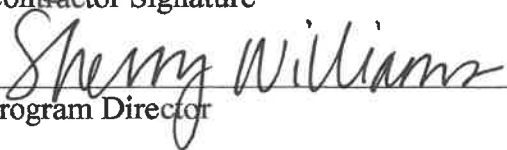
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 1/13/2021

 Program Director _____ Date 1-13-21

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	503	303	151
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO / Superintendent of Schools / Board Chair _____ Date 1/25/21

Memorandum

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

From: Dave Spooner *Dave Spooner*
Manager of Facilities

Date: December 28, 2020

Re: City of Duluth Bid #20-6602 – ISD 709 Video Security Equipment Installation – Federal Cops Grant

The above bid was advertised in accordance with City of Duluth Policy, Duluth Public Schools Policy, and MN State Statute. The City of Duluth Purchasing Department received a bid for this work, and after review with DOJ guidelines it was deemed to be compliant and sufficient. The City of Duluth is the recipient of this grant, and Duluth Public Schools is the sub recipient. The grant has a value of \$625,000.00, of which the District is responsible for the first \$156,250.00. The previously approved security improvements at 12 school sites, which consisted of access control enhancements, AiPhone upgrades, and CCTV improvements has been completed for a total amount of \$265,074.70 leaving a balance remaining of \$359,925.30, which will be expended upon completion of the work defined in City of Duluth BIDS #20-6601 & #20-6602.

The attached bid response reflects the proposed work scope for the installation of the video security equipment purchased through City of Duluth Bid #20-6601 - ISD 709 Video Security Equipment awarded to Hunt Electric.

Attached are four copies of an agreement with HUNT ELECTRIC CORPORATION, to provide the above referenced installation for the lump sum amount of **\$63,968.90**.

Recommendation:

I am recommending that Ms. Cathy Erickson, CFO Executive Director of Business Services, enter in agreement, on behalf of ISD 709, with HUNT ELECTRIC CORPORATION, as authorized by the regular School Board Meeting on September 17, 2019.

The contract sum for the work defined in the agreement is **\$63,968.90**.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into on the 11th day of November, 2020 by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **HUNT ELECTRIC CORPORATION**, 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 November 11, 2020, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Complete all work as defined in City of Duluth Bid #20-6602, ISD 709 Video Security Equipment Installation, for a total per unit installation price of \$63,968.90 (exterior Panasonic POE video installation - \$307.07/unit, 52 units = \$15,967.64 and interior Panasonic POE - \$158.42/unit, 303 units = \$48,001.26).
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. City of Duluth BID #20-6602 ISD 709 Video Security Equipment Installation
 5. Supplementary Conditions and Insurance Requirements; and
 6. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a **per unit installation price of \$63,968.90.**

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

6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice and all reports (if defined in scope of work);

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

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: HUNT ELECTRIC CORPORATION, 4330 West 1st Street, Suite B, Duluth MN 55807.

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 quote requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

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

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

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

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

19. **Insurance.** (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 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.

20. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required per BID #20-6602.

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities
Bart Smith	Manager of Technology

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.

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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.

24. 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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

M. K. Miller Contractor Signature 91-0888550 SSN/Tax ID Number 12/11/20 Date

D. G. ... Program Director 1-4-21 Date

Barry D. Smith Program Director 1/5/21 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

05	E	005	850	699	303	000

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Cathie Edson CFO / Superintendent of Schools / Board Chair 1-6-21 Date



Boosterthon Program Contract

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into on 1/20/2021 (the "**Effective Date**"), by and between **BOOSTER ENTERPRISES, INC.**, a Georgia Corporation ("**Booster**"), and Homecroft Elementary School, a school (the "**Client**") (Booster and the Client are referred to collectively herein as the "**Parties**" or individually as a "**Party**").

RECITALS

WHEREAS, Booster is in the business of organizing, marketing, and leading fundraising campaigns whereby students of educational institutions raise funds to sponsor their participation in an exercise based event, such funds (net of compensation to Booster) to be used by such institutions for the furtherance of the purpose thereof (each a "**Boosterthon Program**");

WHEREAS, the Client is interested in hosting a Boosterthon Program, and Booster is willing to offer its services in connection therewith on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Engagement.** The Client hereby engages Booster to organize, market and manage a Boosterthon Program (the "**Services**"), and Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein.

2. **Obligations of Booster.** Booster shall conduct a Boosterthon Program on behalf of the Client. The services and materials provided by Booster as part of the Boosterthon Program shall include, but are not limited to, supplying all prizes, advertising, promotion, organization, and refreshments necessary or appropriate, in the sole discretion of Booster, to conduct a Boosterthon Program in accordance with Booster's customary practices and customs.

3. **Obligations of the Client.** The Client shall make available to Booster, its personnel and agents, any and all school grounds and facilities, as specified on Exhibit A, as well as any and all Client students, faculty, and staff, as specified, on the dates and during the times as set forth in Exhibit A. The Client shall arrange for the Volunteers (as defined herein) to participate, at the direction of Booster and its representatives, in the Primary Collection (as defined herein) to be held on the date agreed upon by both parties.

4. **Base Cost.** Within 30 business days of the execution of this Agreement, the Client shall pay to Booster a Base Cost of 2000 dollars (the "**Base Cost**"). The Client agrees that except as set forth in Section 11, the Base Cost is non-refundable, earned as of the date of the execution of this Agreement, and will not be returned to the Client under any circumstances. The Client agrees that the Base Cost is independent of the Booster Share set forth in Section 7 of this Agreement, and that the Base Cost is not deductible or otherwise taken into consideration when calculating the Booster Share.

5. **Date of the Boosterthon Program.** The dates and times of the scheduled Boosterthon Program shall take place on the schedule set forth in Exhibit A.

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DS
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6. Collection of Funds. The collection of funds raised as a result of the Boosterthon Program shall take place as follows:

(a) The primary collection shall begin on the date of Program Kick Off as stated in Exhibit A (the "**Primary Collection**"). The Client shall allow Booster to send collection reminders regarding the Primary Collection to students on at least two separate occasions prior to the official Program End Date, set forth in Exhibit A. All of the funds collected by each of the participating students and/or classrooms from their respective Boosterthon Program sponsors shall be known as the "**Collected Funds**."

(b) Prior to an in person Primary Collection, Booster representatives will train the Volunteers on the use of the Booster online collection program. There must be at least one Volunteer representing the Client at all time funds are collected or tallied at an in person Primary Collection.

(c) After all Collected Funds have been satisfactorily accounted for, the Collected Funds shall be immediately distributed according to Sections 4 and 7 of this Agreement.

(d) After the Primary Collection, the Parties may organize one or more additional collection dates. In the event that the Parties agree to pursue additional collection dates, the Parties will agree on a mutually acceptable date to hold such collection. Any additional collections shall be conducted in the manner set forth in Section 6(a)-(c) above.

7. Distribution of Raised Funds.

(a) The Client shall retain a percentage (see Exhibit B for percentage) of Gross Revenues that is raised by the Boosterthon Program. As compensation for the services provided in conducting the Boosterthon Program, Booster shall retain from the Collected Funds, or the Client shall cause to be paid, as applicable, the remaining amount which is equal to a percentage (100 Percent minus the Client's Percentage from Exhibit B) of the Gross Revenues generated by the Boosterthon Program (the "**Booster Share**"). For purposes of this Agreement, "**Gross Revenues**" shall mean all funds collected or otherwise received because of the Booster Program, the Client, the participants in the Boosterthon Program, or any other student, parent or Client employee or representative in connection with the fundraising efforts that are the object and purpose of the Boosterthon Program or otherwise related thereto.

(b) The Client will maintain access to and control of the funds and the account in which the funds are deposited. Booster will not, at any time, have access to or control of the funds or account in which the funds are deposited.

8. The Client's Acknowledgments, Representations and Covenants.

(a) In order to maximize the success of the Boosterthon Program, the Client shall not actively promote any other fundraiser, including any annual fund, through the duration of the Boosterthon Program beginning from Program Kick-Off through Event date (according to the date assigned to this meeting on Exhibit A).

(b) The Client hereby acknowledges that the Boosterthon Program involves strenuous physical activity and hereby agrees that it is the sole responsibility of the Client to determine the physical condition, health, and fitness of its students and other participants in the Boosterthon Program and the safety and suitability of each student's and other participant's participation in the Boosterthon Program. The Client further acknowledges and agrees that Booster has no, and will not at any time have any, independent knowledge of, and is not responsible for investigating or determining (and will take no measure to investigate or determine) the physical condition, health, and fitness of the Client's students and other participants in the Boosterthon Program or the safety or suitability of any student's or other participant's participation in the Boosterthon Program. The Client takes full responsibility for assessing the physical condition of all

participants of the Boosterthon Program. Client is responsible for alerting students, guardians, and any other participants to the nature of the Boosterthon Program and any appropriate safety precautions.

(c) The Client is responsible for obtaining and maintaining through the Boosterthon Program all necessary permits as may be required for such events.

9. State Compliance and Registration.

(a) Upon receipt of this executed Contract, Booster will register as a professional fundraising counsel, or other fundraising designation deemed by the appropriate State authority, in the State where the Client is located. Booster will file a copy of this Agreement in the States where registration is required. In accordance with fundraising regulations, Booster may request additional information from the Client, including but not limited to, the Client's Employer Identification Number, State Registration Number, and bank account number where Collected Funds will be deposited.

(b) The Parties agree that the Client will review its legal obligations to register as a charitable organization where relevant prior to the date of the Program Kick Off set forth in Exhibit A.

(c) Each Party will be responsible for its own costs in becoming and remaining compliant with the appropriate state agency.

10. Mutual Indemnification. To the extent allowed by law, the Client and Booster agree to mutually indemnify and hold the other harmless, as well as the other's board members, elected officials, and employees, from and against any and all claims and damages, including attorney's fees, brought by a third party against the other party, and/or its board members, elected officials, and employees arising from the negligence or misconduct of the indemnifying party and/or its board members, elected officials, and employees.

11. Termination.

(a) This Agreement may be terminated by the Client for any reason at any time prior to the date of the Program Kick Off set forth on Exhibit A by written notification (including email) to Booster.

(b) This Agreement may be terminated by Booster at any time, and for any (or no) reason by written notification (including email) to the Client. In the event of termination of this Agreement by Booster, the Base Cost shall be returned to the Client within thirty (30) days. The refund of the Base Cost shall be the sole and exclusive liability of Booster, and the sole and exclusive remedy of the Client, with respect to termination of this Agreement pursuant to this Section 11(b).

(c) The Parties acknowledge and agree that the termination of this Agreement, whether by the Client or by Booster, shall not affect the distribution of Gross Revenues as set forth in Section 7 whether such Gross Revenues are collected prior to or after the termination of this Agreement.

12. Acknowledgements. To the extent permitted by law, Client shall be responsible for its acts and omissions in connection with this Agreement and the Services performed hereunder, and Client covenants that it will not create liability on the part of Booster to a third party as a result of Client's actions or omissions hereunder. The Client shall maintain in full force and effect Comprehensive General Liability insurance, at its own expense, on an occurrence basis, that includes a duty to defend and provides bodily injury, property damage and contractual liability coverage with limits of at least one million dollars (\$1,000,000). Booster shall carry at all times a comprehensive general liability insurance policy at its expense with coverage limits of at least one million dollars (\$1,000,000).

13. Right to an Accounting.

(a) The Client shall keep, maintain and preserve in its principal place of business, during the term of this Agreement and for at least one (1) year following its termination or expiration, complete and accurate books, accounts, records and other materials covering all transactions (including all donations and Gross Revenues generated by the Boosterthon Program) related to this Agreement. Upon reasonable notice, Booster and/or its duly authorized representatives shall be given full access to, and shall have, the right to inspect and review all such records and other materials related to this Agreement. Such records and other materials shall be available for inspection and review (including photocopying) during reasonable business hours at any time during the term of this Agreement and for at least one (1) year following its termination or expiration. The Client will cooperate and will not cause or permit any interference with Booster and/or its representatives in the performance of their duties of inspection and review. Except as set forth in paragraph (b) below, any such accounting shall be performed at Booster's sole expense.

(b) Should an accounting indicate an underpayment by the Client of any of the compensation to be paid to Booster hereunder, the Client shall be liable for the full amount of any such underpayment, including interest at the highest rate allowable under applicable law. The Client shall submit any and all of the foregoing payments owed to Booster within thirty (30) days from the date of the accounting.

14. Intellectual Property.

(a) The Client hereby acknowledges and agrees that Booster's trademarks, label designs, literature, website materials, videos, product and service identification, artwork and other symbols associated with Booster's Services ("**Booster Marks**") are and shall remain Booster's property.

(b) The creative ideas, concepts (including the concept of the Boosterthon Program as a fundraiser), slogans, art and printed material provided to the Client prior to the date hereof are the property of Booster and cannot be used, duplicated, copied or repeated without Booster's prior written consent.

(c) The Client shall not manufacture or sell, or license or procure the manufacture or sale of, any tee-shirts or other promotional or other merchandise which bears the Booster Marks except as otherwise consented to by Booster in writing.

(d) Booster shall own all right, title and interest in and to all intellectual property created by or on behalf of either Party in connection with this Agreement or the Boosterthon Program, including, without limitation, all logos, names, ideas, concepts, creative materials, promotional materials, advertising, and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright. The distinctive colors, concepts, indicia and look displayed by Booster at the Boosterthon Program and by Booster in its regular business operations and materials shall constitute Booster property and therefore be owned by Booster. The Client expressly acknowledges that the Parties have agreed that all copyrightable aspects of the Boosterthon Program are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "**Act**"), of which Booster is to be the "author" within the meaning of such Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by Booster as its creation, and the Client hereby expressly disclaims any interest in any of them. The Client expressly acknowledges that it is not a joint author and that all works created in connection with the Services hereunder are not joint works under the Act.

(e) Any and all rights of Booster, including those in and to the Boosterthon Program, are reserved to Booster and may be exercised, marketed, licensed, exploited or disposed of by Booster with respect to any third parties concurrently with the term of this Agreement.

15. **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (a) delivered personally, (b) transmitted by guaranteed overnight delivery services, or (c) sent by certified mail, return receipt request, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices personally delivered or sent by overnight delivery service shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on the date of the return receipt.

Booster: Booster Enterprises, Inc.
10400 Old Alabama Road Connector, Suite 400
Alpharetta, GA 30022
Telephone: _____
Attn: _____

Client: Homecroft Elementary
a School
PTO
Street: 4784 HOWARD GNESEN RD
City: DULUTH
State, Zip: MN 55803
Telephone: _____
Attn: _____

16. **Choice of Law/Venue.** This Agreement will be construed and enforced according to the laws of the State of Georgia, United States of America, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction. The Client agrees that any action or proceedings arising out of this Agreement shall be brought and maintained in Georgia, and hereby consents to the jurisdiction of courts located in Georgia.

17. **Relationship of Parties.** Booster is an independent contractor, and nothing herein shall be construed to make either Party the partner, employee, joint venture or agent of the other Party. Except as set forth in this Agreement, neither Party shall have the right or power to obligate or bind the other in any manner whatsoever. Except as expressly set forth otherwise herein, the Client shall not exercise direct supervision or control over Booster's day-to-day activities or over Booster's employees, agents or subcontractors. Each of Booster and the Client shall be solely responsible for its actions and the actions of its employees and agents. For the avoidance of doubt, neither Booster nor its employees, agents or subcontractors, including, without limitation, any temporary labor, shall be deemed the Client's employees, agents or subcontractors, and no such party or individual shall hold itself out as such. In no event shall the Client be responsible for providing any employee benefits to any such party or individual. Without limiting the generality of the foregoing, (a) the Client shall not withhold from any of the consideration hereunder, except when required by law, any amount for federal income taxes, social security, Medicare or any other legal deductions; and (b) the Client shall not make premium payments or contributions for any workers' compensation or unemployment compensation benefits for any employee or agent of Booster or its agents, payment of which shall be Booster's responsibility.

18. **Unavoidable Delay.** The Parties shall not be liable for failure to perform its complete obligations described in this Agreement, if such failure results from any act of God, inclement or severe weather, flood, earthquake, terrorist attack, riot, war, civil unrest, pandemic, or other cause outside of a Party's control that prevents such Party from fulfilling its obligation as outlined in this agreement (a "**Force Majeure Event**"). If a Boosterthon Program is not staged due to a Force Majeure Event, Booster shall be permitted to keep the Base Cost for the Boosterthon Program, and no Party shall have further recourse against the other Party for fees or services with respect to such cancelled event. In the event that the Boosterthon Program is cancelled due to a Force Majeure Event, Booster will work with the Client to schedule an alternative date for the Boosterthon Program at a date that is mutually convenient for the Parties. If rescheduled, the retained Base Cost shall be applied to the newly scheduled Boosterthon Program.

19. **Further Assurances.** The parties agree to take such action, and to produce or execute such other documents or agreements as may be necessary or desirable for the execution and implementation of this Agreement and the consummation of the transactions contemplated hereby.

20. **Dispute Resolution.** Any Dispute arising out of or relating to this Agreement or the breach thereof shall be submitted in writing to the other Party. Upon receiving written notice of the Dispute, the Party will have thirty (30) days to respond. If an amenable resolution cannot be achieved within thirty (30) days, the Parties may extend the period for an additional thirty (30) days. If an amenable resolution still cannot be reached, the Parties will elect a single mediator, agreeable to each Party, and submit the Dispute to mediation. The cost of mediation will be shared equally between the Parties. If an amenable resolution cannot be achieved through mediation, each Party may pursue any legal remedy available under the law. If litigation is pursued, the prevailing Party shall recover reasonable costs including attorney's fees.

21. **Severability.** If any provision of this Agreement, or part thereof, or the application of any provision, or part thereof, is held invalid or unenforceable, the application of such provision, or part thereof, other than to the extent it is held invalid or unenforceable, shall remain in full force and effect. All other provisions in this Agreement shall remain in full force and effect.

22. **Entire Agreement/Amendment.** This Agreement, together with Exhibits A and B, constitutes the final, complete, and exclusive embodiment of the entire agreement and understanding between Booster and the Client and supersedes and preempts any prior or contemporaneous understandings, agreements, or representations by or between the parties, whether written or oral. Any amendment to this Agreement shall be set forth in writing, dated, and signed by both parties to this Agreement.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. Documents, including signatures, transmitted via facsimile or electronic transmission shall have the full force and effect of original documents.

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective on the date first above written.

“Booster”

BOOSTER ENTERPRISES, INC.

By: DocuSigned by:
Matt Deedrick
02A8B5DDB49E43F...

Name: Matt Deedrick

Title: General Manager

Date: 1/5/2021

“Client”

Name of Client: Homecroft Elementary

a School
PTO

By: DocuSigned by:
Catherine A Erickson
EBBF2CAC8D644B2...

Name: Catherine A Erickson

Title: CFO

Date: 1/20/2021

By: _____

Name: _____

Title: _____

Date: _____



Exhibit A

Boosterthon Program Schedule

Event Type: Fun Run

Event	Date (s)	Parties Involved
Program Kick Off	2021-09-14	
Event Day	2021-09-23	

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Exhibit B

Boosterthon LIVE Pricing Scale – Based on total gross collected amount

Min. Gross	Max Gross	Client %	Booster %
\$105,001	+	65%	35%
\$100,001	\$105,000	64%	36%
\$ 95,001	\$100,000	63%	37%
\$ 90,001	\$ 95,000	62%	38%
\$ 85,001	\$ 90,000	61%	39%
\$ 80,001	\$ 85,000	60%	40%
\$ 75,001	\$ 80,000	59%	41%
\$ 70,001	\$ 75,000	58%	42%
\$ 65,001	\$ 70,000	57%	43%
\$ 60,001	\$ 65,000	56%	44%
\$ 55,001	\$ 60,000	55%	45%
\$ 50,001	\$ 55,000	54%	46%
\$ 45,001	\$ 50,000	53%	47%
\$ 40,001	\$ 45,000	52%	48%
\$ 35,001	\$ 40,000	51%	49%
\$ 0	\$ 35,000	50%	50%

Lap Marking Pricing (in addition to Booster %) Choose one of the following options:

1. Student Stickers: Free
2. Boosterthon Fun Run Logo Shirt: \$2.65 per student
3. School Logo on Fun Run Shirt: \$3.88 a shirt*

(*May be subsidized by business sponsorships for logos printed on shirt)



Booster Enterprises, Inc.
10400 Old Alabama Rd Con
Suite 400
Alpharetta, GA 30022

INVOICE

Date 1/20/2021

Bill To

School Homecroft Elementary
Address 4784 HOWARD GNESEN RD
DULUTH MN 55803

BASE COST **\$ 2000**

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MD

^{DS}
CAE

Payment Options:

You will receive a link to the Booster Payment Portal where you can pay your base cost online via ACH. If you would prefer to pay via check, please make them out to Booster Enterprises Inc. Please allow 2 weeks for processing any check payments



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Heather Kemp	heather.kemp@isd709.org
Lakewood Elementary 5207 North Tischer Rd, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
Deposit: You have made a reservation to stay for February 14, 2022 - February 16, 2022 with 50 participants. To hold your reservation we require a deposit of \$750.00. This contract is valid for 30 days after receipt.	
Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

By signing below, I agree to the terms listed above:

Printed Name: Heather Kemp	Title: 5 th Grade Teacher	
Signed Name: Heather Kemp	Date: 1/25/2021	
Billing Contact: Sandra Boyle Billing email address: sandra.boyle@isd709.org	Billing Address: 5207 N. Tischer Rd. Duluth, MN 55804	
Cardholders Name: <input type="checkbox"/> same as billing contact	Cardholders address: <input type="checkbox"/> same as billing address	
Credit Card #	Exp Date:	CVV:
If unable to pay at this time, when can we expect your deposit?		

Deposit transferred from 2021 to 2022 (\$900)

Catherine Erickson

Catherine Erickson, CFO

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: January 25, 2021

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Howie Hanson, 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.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2020 and shall remain in effect until June 30, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Provide ongoing photography, video, written articles and other content services for the Duluth School District as directed. Includes but is not limited to school athletics, extracurricular activities, academic and classroom activities and other school-related events.
3. **Background Check.** *(does not apply to this contract)*
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 \$200/week and \$8,600 in total.
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.

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: Katie Kaufman, 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) Howie Hanson, 2854 Palisade Drive, Duluth, MN 55811.

11. 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.

12. Cancellation. Either party shall have the right to terminate this Agreement, without cause, immediately upon written notice to the other party as provided for in this Agreement.

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

14. 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.

<i>Howie Hanson</i>	[REDACTED]	Dec. 27, 2020
Contractor Signature	SSN/Tax ID Number	Date
<i>Katie Kaufman</i>		1/5/21
Program Director		Date

01	E	012	107	000	305	107
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<i>Cathryn Carlson</i>	1/12/21
CFO/Superintendent of Schools/Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of January, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Concordia Community Arts Playcare, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 8, 2021 and shall remain in effect until June 3, 2021, 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 the needs documented in [REDACTED] Individualized Education Program (IEP)

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming 3 days per week following the Duluth Schools District calendar.

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

The approximate date the service will begin is **January 8, 2021** and shall not extend beyond **June 3, 2021**; the contract not to exceed a total of **5 Months** (attending 3 days per week from 8:30 am to 3:30 pm). The District will pay 3 days per week @ \$547.00 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) 215 North 1st Avenue East, Duluth, MN 55802, 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.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$547.00 monthly and \$2,735.00 in total.

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. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Concordia Community Arts Playcare, 2501 Woodland Avenue, 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 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 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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		11/13/21
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

	1-20-21
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of January, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child 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:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 25, 2021 and shall remain in effect until June 4, 2021, 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 the needs documented in [REDACTED] Individualized Education Program (IEP)

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming daily (3 days per week) Mondays, Thursdays, and Fridays following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **January 25, 2021** and shall not extend beyond **June 4, 2021**; the contract not to exceed a total of **47 Days** (attending 3 days per week - Mondays, Thursdays, and Fridays from 7:30 am to 3:50 pm). The District will pay 3 days per week @ \$80.00 per week).

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) 215 North 1st Avenue East, Duluth, MN 55802, 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.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$80.00 per week and \$1,280.00 in total.

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. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Creation Station Child Care, 2101 Trinity Road, Duluth, MN 55811.

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

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

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

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 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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		1/22/21
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

	1-24-21
CFO / Superintendent of Schools / Board Chair	Date

Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, Contractor, and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

Scope of Service

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

Services are consultative with special education staff.

Services are during times of Distance Learning only.

Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

Site of Service

Services to be provided at school site(s)

Services to be provided in the student's remote learning setting.

Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jackie Ward
215 N 1st Ave E
Duluth, MN 55802

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may

sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

2

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:
 - Bodily Injury by Accident 100,000 Each Accident
 - Bodily Injury by Disease 100,000 Each Employee
 - Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance
 - A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
 - Combined Single Limit: \$1,500,000
 - Personal Injury Liability \$1,500,000
 - Products Completed Operations \$1,500,000
 - General Aggregate \$1,500,000
 - B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

3

Contractor's liability to the District under this contract.

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

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.

Residential Services Inc. Duluth Public Schools

Signed: Jon Nelson Signed: Jackie R Ward

Title: Executive Director Title: Asst. Director

Date: December 30, 2020 Date: December 31, 2020

Catherine A. Erickson
Catherine A. Erickson, CFO

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Residential Services, Inc.

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 215 North 1st Ave East, Duluth, MN 55802, a school district.

Services

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin **January 4, 2021** and shall not extend beyond **June 10, 2021**, the contract not to exceed a total of **101 days**. The district agrees to reimburse Residential Services

Inc. **\$21.50 per hour** for a sum not to exceed **\$2,171.50** for the time worked with [REDACTED] while participating in school activities.

01 E 005 414 419 303 000

**No Cost Contracts Signed
January 2021**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of January 2021:

Name	Contract Source	Description
St. Louis County	Community Education	COVID-19 testing at Denfeld

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 18, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and St. Louis County, 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:

WHEREAS, the governor of the State of Minnesota has declared a peacetime emergency in response to an outbreak with the infectious disease known as COVID-19; and

WHEREAS, also in response to the COVID-19 outbreak, the St. Louis County Board of Commissioners has declared a local emergency; and

WHEREAS, the Minnesota Department of Health (MDH) has laid out priority roles of Local Public Health including activities related to COVID-19 prevention, management, response and recovery with a focus on priority settings and priority populations; and

WHEREAS, the St. Louis County Public Health Department is providing consultation and working proactively to prevent outbreaks in the community. This work includes: identifying testing needs and assisting in coordinating testing operations, planning for community engagement to assure testing in high-risk communities and assure appropriate support for COVID positive individuals; and

WHEREAS, the St. Louis County Public Health Department wishes to enter into agreements with community partners representing the priority populations as deemed necessary to effectively deliver these services; and

WHEREAS, the District represents they are providing the terms of the services at no cost to the County; and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth in this Agreement, District and Contractor agree as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1st, 2021 and shall remain in effect until June 15th, 2021, 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 or Services to be Provided.**

District will:

- 2.A. Partner with Contractor for COVID-19 testing event.

- 2.B. Provide space in the lobby area in front of the gymnasium at Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807.
- 2.C. Provide utilization of their gymnasium/annex lobby for the purposes of Covid-19 testing on a recurring basis. Tentatively up to two times a month, potentially from January – March.
- 2.D. Provide outreach and promotion, as able, in coordination with the Contractor.
- 2.E. Provide use of the bathrooms adjacent to the gymnasium for use by St. Louis County staff during the hours the testing site is open.

Contractor will:

- 2.F. Provide the necessary Personal Protection Equipment (PPE) and sanitization products to those assisting and participating in the testing event(s) in accordance with CDC protocols.
- 2.G. Coordinate the set-up, clean-up and sanitation of testing site. Contract will also ensure that potentially exposed surfaces (desks, chairs, tables, etc.) will be cleaned and disinfected in accordance with CDC protocols.
- 2.H. Coordinate promotion and outreach of the testing event(s) to the target population.

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.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. This is a no cost agreement.

5. Requests for Reimbursement. This is a no cost agreement.

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

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. Each participating party shall be liable for its own acts to the extent provided by law, and each participating party hereby agrees to indemnify, hold harmless and defend the others, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the participating Party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to 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: Jay Roesler, 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) St. Louis County, Attn: Linnea Mirsch, 320 W 2nd St, Ste 6E, Duluth, MN 55802.

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 Chapter 13) 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.

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.

Commercial General Liability: Contractor is a self-insured political subdivision of the State of Minnesota subject to the tort liability limits set forth in Minnesota Statutes section 466.04.

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.

 Fed Tax ID 41-6005890 1.21.21
 Contractor Signature SSN/Tax ID Number Date

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Benjamin M Stromberg
 Benjamin M. Stromberg Date
 Assistant County Attorney 1/25/2021

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

 1-24-21
 CFO / Superintendent of Schools / Board Chair Date



Service Agreement

Duluth Ind. School District 709

Lifetouch ID:266929
 Account Representative Email:labbott@lifetouch.com

School Year(s): 2021 - 2022
 Contract Length: 1 Years
 Contract Type: Renewal

Account Information

Duluth Ind. School District 709
 215 N 1st Ave E
 Duluth, MN 55802

Main Phone: 218-336-8700
 Enrollment:11104
 Grades:PK-12

Summary of Programs Provided

- Fall Individuals
- Spring Individuals
- Underclass Grads
- Yearbook
- Prestige Seniors
- Sports
- Groups
- Prom/Dance
- Special Events
- Commencements
- Service
- Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	8/25/2021	TBD	PrePay	1:00 PM	7:00 PM	1200	5	TBD	TBD
Agreement Includes Fall Portraits at:									
Myers Wilkins Elem	LID 464575								
Congdon Park Elem	LID35706								
Denfeld High	LID35707								
East Senior High	LID35708								
Homecroft Elem	LID35710								
Lakewood Elem	LID35711								
Lester Park Elem	LID35712								
Lowell Elem	LID 35714								
Laura MacArthur Ele	LID 35715								
Ordean East Middle	LID35718								
Piedmont Elem	LID35719								
Stowe Elem	LID35720								
Area Learning Center	LID 82169								
Lincoln Park Middle	LID423467								

Account Services

- Yearbooks Yearbook Provider _____
- Parent Notify Enrollment Parent Notify Contact _____
- Store Front Enrollment Store Front Contact _____
- Lifetouch Portal Access Lifetouch Portal Contact _____
- Other Services: Student IDS Staff IDS
- Barcoded IDs SmileSafe Cards
- Class Picture

Additional Notes:

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	15% Commission less Sales tax

Contact Information

Contact Name	Title	Role	Phone	Email Address
John Magas	Primary	Superintendent	218-336-8752	john.magas@isd709.org
Tony Kelekovich	Primary	Adminstrator	218-336-8700	Anton.Kelekovich@isd709.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1 <i>William Erbo</i>	Date Signed: 1-26-21
Account / School Representative 2 (if necessary)	Date Signed:
Shutterfly Lifetouch, LLC. Representative <i>Luke Abbott</i>	Date Printed: 11/13/20

**Grant Applications
January 2021**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the month of December 2020:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Scholastic Books	Samantha Webster, Lester Park ECFE	ECFE Home Visiting Program	\$500	If awarded, funds will be used to purchase board books to be used in the Early Childhood Family Education home visiting program.
Perpich Center for Arts Education	Debra Hannu, DW Visual/Media Arts Content Specialist	Comprehensive Arts Planning Program (CAPP) Grant	\$5,000	If awarded, funds will be used to establish an arts leadership team and provide leaders with professional development.