

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, August 19, 2014

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Financial Report

A. Financial Report

June financials will be presented at a future date.

B. Approval of Payment of Claims

This item is attached as an "extra" on board book.

C. Budget Revisions

3

D. Wire Transfers

5

E. Investment Transactions

6

F. WADM Projections

WADM Projections are suspended until October.

G. Fund Raisers - None

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

A. Bids

B. R.F.P.s

C. Quotes

3. Policies and Regulations

A. Policies

1) Policy 3040 - Gifts, Grants, and Bequests

7

Attached are proposed changes to Policy 3040 - Gifts, Grants, and Bequests for the second reading.

Recommendation: It is recommended that the Duluth School Board approve the proposed changes to Policy 3040 - Gifts, Grants, and Bequests for the second reading.

B. Regulations

4. Contracts, Change Orders, and Leases

A. Contracts

1) K.E.Y. Zone - YMCA

9

Attached is an contract with the YMCA to support K.E.Y. Zone before and after school programs - at nine elementary sites, for the 2014-15 school year in the approximate amount of \$540,000 and the funding for the program will come from money collected from participants.

Recommendation: It is recommended that the Duluth School Board approve the agreement with the YMCA for the 2014-15 school year.

- 2) YMCA - 21st Century Community Learning Center Programs 15
Attached is a contract with the YMCA to support the 21st Century Community Learning Center Programs before and after school programs - at five elementary sites, for the 2014-15 school year in the approximate amount of \$60,218 and the funding for the program will come from the 21st Century Community Learning Center grant.

Recommendation: It is recommended that the Duluth School Board approve the agreement with the YMCA for the 2014-15 school year.

B. Change Orders

C. Leases

5. **Resolutions**

- A. Resolution B-8-14-3201 - Approving the Partial Settlement Agreement for Confession of Judgment related to the Timber Systems, LLC truss repairs at Lincoln Park Middle School 26

Recommendation: Resolution B-8-14-3201 - Approving the Partial Settlement Agreement for Confession of Judgment related to the Timber Systems, LLC truss repairs at Lincoln Park Middle School

- B. Resolution B-8-14-3203 - Acceptance of Donations to Duluth Public Schools. 32

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-14-3203- Acceptance of Donations to Duluth Public Schools.

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

- A. Expenditure Contracts 33

Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of July 2014

B. Revenue Contracts - None

C. Other Contracts-None

- D. Facilities Management & Capital Project Status Report 52

Kerry Leider will be present to answer questions regarding the attached report.

- E. Contracts Signed in Relation to the LRFP 57

- F. Change Orders (no cost) Signed in Relation to the LRFP 58

7. **Future Items**

- A. FY 14 Financial Audit

**ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 06/30/2014**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
06/06/2014	V106466	CITISTREET FOR MSRS	488,989.00
06/06/2014	V79764	DULUTH FEDERATION OF TEA	22,879.05
06/06/2014	V107231	DULUTH TEACHERS CREDIT	9,713.28
06/06/2014	V79711	DULUTH TEACHERS RETIRE EFT	235,813.34
06/06/2014	V106637	EBC - FLEX EFT	12,161.67
06/06/2014	V106636	EBC - TSA EFT	92,153.62
06/06/2014	V79771	EDUCATION MN CLERICAL	1,177.69
06/06/2014	V102915	FEDERAL 941 PR TAXES	579,955.33
06/06/2014	V108066	MG TRUST	85,337.79
06/06/2014	V05173	MN CHILD SUPPORT EFT	2,581.74
06/06/2014	V108320	MN DEPT OF REVENUE EFT	218.16
06/06/2014	V102916	MN STATE PR TAXES	96,894.52
06/06/2014	V79708	PUBLIC EMPLOYEES RETIREMENT	88,837.28
06/06/2014	V79704	U S BANK - PY DIRECT DEPOSIT	1,511,037.17
06/20/2014	V106466	CITISTREET FOR MSRS	350,633.48
06/20/2014	V79764	DULUTH FEDERATION OF TEA	23,394.11
06/20/2014	V107231	DULUTH TEACHERS CREDIT	9,663.28
06/20/2014	V79711	DULUTH TEACHERS RETIRE EFT	248,385.66
06/20/2014	V106637	EBC - FLEX EFT	12,161.67
06/20/2014	V106636	EBC - TSA EFT	83,356.85
06/20/2014	V79771	EDUCATION MN CLERICAL	1,177.69
06/20/2014	V102915	FEDERAL 941 PR TAXES	605,539.71
06/20/2014	V108066	MG TRUST	84,862.79
06/20/2014	V05173	MN CHILD SUPPORT EFT	2,316.13
06/20/2014	V108320	MN DEPT OF REVENUE EFT	208.21
06/20/2014	V102916	MN STATE PR TAXES	101,768.72
06/20/2014	V79708	PUBLIC EMPLOYEES RETIREMENT	87,460.47
06/20/2014	V79704	U S BANK - PY DIRECT DEPOSIT	1,539,530.19
06/20/2014	V106466	CITISTREET FOR MSRS	858,707.31
06/20/2014	V106636	EBC - TSA EFT	15,568.11
06/30/2014	V06645	MEDICA HEALTH PLAN (EFT)	167,560.30
06/30/2014	V80030	DELTA DENTAL PLAN OF MN(EFT)	62,389.72
06/30/2014	V104923	HARRIS BANK	40,923.26
			7,523,357.30

**ISD 709 – Duluth Public Schools
GF Investment Activity for FY 2014
As of June 30, 2014**

Beginning Investment Balance (May 31, 2014): **\$ 22,665,873.29**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
06/18	Texas Capital Bank (TX)	MBS	08/18/14	0.20%	\$ 249,000.00
06/19	Homestreet Bank (WA)	MBS	09/08/14	0.15%	249,000.00
Total Purchases					\$ 498,000.00

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
06/11	VantageSouth Bank (NC)	MBS	06/11/14	0.20%	\$ 249,000.00
06/17	Xenith Bank (VA)	MBS	06/17/14	0.30%	249,000.00
06/18	Banco Popular de PR (PR)	MBS	06/18/14	0.35%	249,000.00
06/18	Beal Bank USA (NV)	MBS	06/18/14	0.35%	249,000.00
06/19	Homestreet Bank (WA)	MBS	06/19/14	0.20%	249,000.00
06/20	FHLMC	MBS	08/15/25	2.97%	254,125.00
06/20	FNMA	MBS	03/22/32	3.67%	151,650.00
06/20	FNMA	MBS	07/24/19	1.49%	503,360.00
06/20	BAC Florida Bank (FL)	MBS	06/20/14	0.20%	249,000.00
06/20	Enterprise Bank (PA)	MBS	06/20/14	0.25%	245,000.00
06/25	Beal Bank SSB (TX)	MBS	06/25/14	0.25%	249,000.00
06/27	Far East Nat'l Bank (CA)	MBS	06/27/14	0.20%	249,000.00
Total Maturities					\$ 3,146,135.00

Other items:

Add:	Money Market Funds Interest	\$ 45.93
	Beginning Value Adjustment	0.00
	Other Interest/Cash Balance on Account	249,000.00
Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	216,003.55
Total Other		\$ 33,042.38

Ending Investment Balance (June 30, 2014) **\$ 20,050,780.67**

Note: Ending Investment Balance as of June 30, 2013 was \$10,443,499.43 (Final)

3040 – Gifts, Grants, and Bequests ACCEPTANCE OF GIFTS

~~The School Board may accept on behalf of and for the School District any bequest or gift of money or property for a purpose deemed by the School Board to be suitable and to utilize such money or property so designated.~~

~~All gifts shall be accepted in the name of the School District and become the property of the School District but may be designated for use in a particular school or department.~~

~~The School Board shall promptly and properly acknowledge its appreciation of gifts, grants, and bequests. A letter relating said appreciation shall be drafted by the administration for signatures of the School Board Chair and the Superintendent.~~

I. PURPOSE

The purpose of the policy is to provide guidelines for the acceptance of gifts by the school board.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to accept gifts only in compliance with state law.

III. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.

IV. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions place on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the

school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

Reference: ~~MSA 123.40~~

Minn. Stat. § 123B.02, Subd. 6

Minn. Stat. § 465.03

MSBA Policy 706

Adopted: 6-9-70 ISD 709

Revised: 6-20-95

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and The Duluth Area Family YMCA, hereinafter called Duluth Y.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby the Duluth Y will provide programs or services in partnership with 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 July 1, 2014, and shall remain in effect until June 30, 2015 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School
Lester Park Elementary School
Laura MacArthur Elementary School
Congdon Park Elementary School
Homecroft Elementary School
Lakewood Elementary School
Stowe Elementary School
Piedmont Elementary School
Myers-Wilkins Elementary School

Duluth Y and District program site coordinators have their own cards for purchasing. Staff abides by respective organizations purchasing policies.

Addendum 1- Staffing model.

3. **Background Check .** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks.
4. **Reimbursement.** In consideration of the performance of Duluth Y of its obligations pursuant to this Agreement, District hereby agrees to reimburse Duluth Y for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 10% administrative fee. The administrative fee of 10% will be based on the expenses submitted in each invoice. Total invoices shall not

exceed projected budget. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The Director of Community Education will review and sign off on all invoices prior to reimbursement.

Addendum 2 - Projected budget.

At the end of the fiscal year for the District – June 30, 2015 the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 10% overhead charge from the District. Duluth Y 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. Invoices will be submitted to the district on a monthly basis.
- b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y;
- c. Final payment after programs are audited will occur no later than September 15, 2015.
- d. 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 the Duluth Y for any expense claimed by Duluth Y 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 Duluth Y. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Duluth Y 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 Duluth Y has provided, prepared, or utilized in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

8. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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. **Notices.** All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care of Jay Roesler, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Tracie Clanaugh, Duluth YMCA, 302 W. 1st Street, Duluth, MN 55802.

10. **Assignment.** Neither party shall 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 other party.

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

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

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

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.

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

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

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

Workers' Compensation Insurance: Duluth Y must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Duluth Y 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: Duluth Y 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 Duluth Y whether the operations are by the Duluth Y or subcontractor or by anyone directly or indirectly employed under the contract.

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

Chair

Title

Clerk

Title

Program Director

Taxpayer Identification Number

Director of Business Service

Positions paid for by YMCA Grants (21st Century Community Learning Center or Y_USA Achievement Gap Pilot)

Project Director: 50% of co-director (Melissa)
40% of Branch Executive Director (Tracie)

Stowe: 100% of FT Site Coordinator/Family Liaison (Callie Tinsley)
Billed to YMCA from district

MacArthur: 50% of FT Site Coordinator (Debbie Farnham)
Billed to YMCA from district

Piedmont: 50% of FT Site Coordinator
100% of FT Family Liaison (on Y payroll)

Lincoln: 100% of the FT Site Coordinator/Family Liaison (one position on Y payroll)

Myers-Wilkins: 50% of FT Site Coordinator
100% of FT Family Liaison (contract between Y and Myers Wilkins Collaborative)

Lowell: 100% of FT Family Liaison (on Y payroll)

True North AmeriCorps Members: Key Zone portion of cash match paid by 21st Century grant - \$1227.00

21st Century Club Instructors

Lincoln Middle School: up to \$5000. (district staff or community members can be contracted or district can be reimbursed)

Other 21st Century Sites up to \$10,000. (district staff or community members can be contracted or district can be reimbursed)

ISD 709 KEY ZONE BUDGET

FD-PRO-LOC-FIN-CRS- OBJ
FUND

	FY 14 Actual Totals	FY 2015 Budget
<u>REVENUE:</u>		
Fees from Patrons	997,132.52	1,000,000.00
21st Century Grant	58,095.00	58,500.00
Total Revenues	1,055,227.52	1,058,500.00
<u>EXPENSES:</u>		
04-570-xxx-321-272- 114003 TEACHER-SUMMER SCHOOL	6,219.38	8,000.00
04-570-xxx-321-272- 114400 NON-LIC SAL, INSTR SUPPORT	167,992.43	175,000.00
04-570-xxx-321-272- 114402 NON-LIC SAL HRLY, CLASSRM SUPP	-	
04-570-xxx-321-272- 117002 CLASSIFIED SUPPORT, HRLY SALARY	97,610.25	100,000.00
04-570-xxx-321-272- 118501 OVERTIME, SHIFT DIFFERENT	14.14	
04-570-xxx-321-272- 118502 CERT TCHR SUMMER SCHOOL		
Subtotal	272,301.21	283,000.00
04-570-xxx-321-272- 121000 FICA/MEDICARE	20,416.42	24,911.00
04-570-xxx-321-272- 121400 PERA	16,978.44	23,608.00
04-570-xxx-321-272- 121800 CERTIFIED STAFF RETIREMENT	578.67	
04-570-xxx-321-272- 122000 HEALTH INSURANCE PRIMARY	44,260.98	43,332.00
04-570-xxx-321-272- 123000 LIFE INSURANCE	506.95	594.00
04-570-xxx-321-272- 123500 DENTAL INSURANCE	1,104.07	1,590.00
04-570-xxx-321-272- 124000 LONG TERM DISABILITY INSURANCE	366.52	462.00
04-570-xxx-321-272- 125100 HRA HLTH REIMB ARRANGEMENT	11,061.37	11,400.00
04-570-xxx-321-272- 127000 WORKERS COMPENSATION	1,499.03	1,893.00
04-570-xxx-321-272- 128000 UNEMPLOYMENT COMPENSATION	556.01	2,219.00
Subtotal	97,328.46	110,009.00
04-570-xxx-321-272- 130500 OTHER CONTRACTED SERVICES	562,427.27	540,000.00
04-570-xxx-321-272- 132000 COMMUNIC SVCS-PHONE, I-NET	124.86	2,800.00
04-570-xxx-321-272- 136500 TRANSPORTATION CHRGBACKS	10,234.79	5,100.00
04-570-xxx-321-272- 136600 AIRFARE	541.00	
04-570-xxx-321-272- 136601 MILEAGE	873.95	
04-570-xxx-321-272- 139802 PRINTING CHARGEBACK	382.90	500.00
04-570-xxx-321-272- 140101 GENERAL SUPPLIES	3,162.00	7,055.00
04-570-xxx-321-272- 143000 CLASSROOM SUPPLIES	12,639.06	14,750.00
04-570-xxx-321-272- 149001 FOOD	24,603.77	25,000.00
189900		
Subtotal	614,989.60	595,205.00
Expense Totals	984,619.27	988,214.00
Net Profit/(Loss)	70,608.25	70,286.00

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 1, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and The Duluth Area Family YMCA, hereinafter called Duluth Y.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby the Duluth Y will provide 21st Century Community Learning Center programs or services in partnership with 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 July 1, 2014, and shall remain in effect until June 30, 2015 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School
 Laura MacArthur Elementary School
 Stowe Elementary School
 Piedmont Elementary School
 Lincoln Park Middle School

Activities will support the goals of the 21st CCLC Project:

Goal 1: Increase participants' opportunities to develop and apply 21st Century skills.

Objective 1: Provide a coordinated and integrated set of comprehensive services that build communication, collaboration, and creativity in children and youth at risk for academic failure.

Goal 2: Increase school and community connectedness of participants.

Objective 1: Participants participate in three meaningful community or school-based Service Learning projects.

Goal 3: Increase the academic performance of participants at-risk of academic failure.

Objective 1: Increase family engagement/participation.

Duluth Y and District program site coordinators have their own cards for purchasing. Staff abides by respective organizations purchasing policies.

Addendum 1- Staffing model.

3. **Transportation.** Transportation of students will be provided by the District when available as requested by Site Coordinators and Program Directors. District will invoice the Y at current rate.

4. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks.

5. **Reimbursement.** In consideration of the performance of the District of its obligations pursuant to this Agreement, Duluth Y hereby agrees to reimburse the District for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved office and instructional supplies, postage, printing and other Out-of-School-Time (OST) items needed to execute the program purchased by the District for the 21st Century/K.E.Y. Zone programs will be invoiced to the Duluth Y on a monthly basis. Total invoices shall not exceed projected budget. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The YMCA OST Director will review and sign off on all invoices prior to reimbursement.

Addendum 2- Projected budget

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

- a. Invoices will be submitted to the Y on a bi-month basis.
- b. Payment shall be made by the Duluth Y within 45 days of submission of a proper invoice by the District;
- c. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that the Duluth Y has reimbursed the District for any expense claimed by District shall not preclude Duluth Y from questioning the propriety of any such item. Duluth Y 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 District. This clause shall not be construed to bar any other legal remedies Duluth Y may have to recover funds expended by District for disallowed costs.

8. **Ownership of Materials.** The Duluth Y 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 District has provided, prepared, or utilized in performance of the terms of this Agreement. The District will have the same rights as stated above.

9. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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. **Notices.** All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care

of Chris Francis 302 West First Street, Duluth MN 55802. All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Jay Roesler 215 N. 1st Avenue East, Duluth MN 55802.

11. **Assignment.** Neither party shall 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 other party.

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 (60) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Duluth Y 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.** District shall not commence work under the contract until they have obtained all the insurance described below and Duluth Y has approved such insurance. District shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: District must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, District 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: District 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 District whether the operations are by the District or subcontractor or by anyone directly or indirectly employed under the contract.

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

Duluth Area Family YMCA

CONTRACTOR

Chair

Title

CEO/President

Title

District Authorized Personnel

Taxpayer Identification Number

Community Education Director

Positions paid for by YMCA Grants (21st Century Community Learning Center or Y_USA Achievement Gap Pilot)

Project Director: 50% of co-director (Melissa)
40% of Branch Executive Director (Tracie)

Stowe: 100% of FT Site Coordinator/Family Liaison (Callie Tinsley)
Billed to YMCA from district

MacArthur: 50% of FT Site Coordinator (Debbie Farnham)
Billed to YMCA from district

Piedmont: 50% of FT Site Coordinator
100% of FT Family Liaison (on Y payroll)

Lincoln: 100% of the FT Site Coordinator/Family Liaison (one position on Y payroll)

Myers-Wilkins: 50% of FT Site Coordinator
100% of FT Family Liaison (contract between Y and Myers Wilkins Collaborative)

Lowell: 100% of FT Family Liaison (on Y payroll)

True North AmeriCorps Members: Key Zone portion of cash match paid by 21st Century grant - \$1227.00

21st Century Club Instructors

Lincoln Middle School: up to \$5000. (district staff or community members can be contracted or district can be reimbursed)

Other 21st Century Sites up to \$10,000. (district staff or community members can be contracted or district can be reimbursed)

CONTRACT SERVICE FEES: 01-30-67-2440-300601

Budget Status:

Open

Account Budget Status:

Review

20

Annual Amount:

\$ 21,789.00 (Original Budget) +

\$ 0.00 (Adjustment) =

\$ 21,789.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 1,815.77	\$ 1,815.77	\$ 1,815.77	\$ 1,815.77	\$ 1,815.75	\$ 1,815.75	\$ 1,815.75	\$ 1,815.75	\$ 1,815.73	\$ 1,815.73	\$ 1,815.73	\$ 1,815.73
<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>		

Site Coordinator - McArthur

Annual Amount:

\$ 15,500.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.66	\$ 1,291.66	\$ 1,291.66	\$ 1,291.66
<u>Name</u>				<u>Number</u>				<u>Cost Per Item</u>			
Site Coordinator - McArthur				1				\$ 15,500.00			
<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>		

Site Coordinator Fringe - McArthur

Annual Amount:

\$ 4,339.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58
<u>Name</u>				<u>Number</u>				<u>Cost Per Item</u>			
Site Coordinator Fringe - McArthur				1				\$ 4,339.00			
<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>		

McArthur - Printing

Annual Amount:

\$ 150.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50
<u>Name</u>				<u>Number</u>				<u>Cost Per Item</u>			
McArthur - Printing				1				\$ 150.00			

<u>Comment</u>	<u>Commenter</u>	<u>Date Entered</u> 21
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Postage - McArthur											\$ 100.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	
<u>Name</u>			<u>Number</u>			<u>Cost Per Item</u>						
Postage - McArthur			1			\$ 100.00						
<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>			

General Office Supplies - McArthur											\$ 200.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66	
<u>Name</u>			<u>Number</u>			<u>Cost Per Item</u>						
General Office Supplies - McArthur			1			\$ 200.00						
<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>			

Instructional Supplies - MacArthur											\$ 1,350.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	
<u>Name</u>			<u>Number</u>			<u>Cost Per Item</u>						
Instructional Supplies - MacArthur			1			\$ 1,350.00						
<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>			

Conferences

22

Annual Amount:

\$ 150.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50

<u>Name</u>	<u>Number</u>	<u>Cost Per Item</u>
Conferences	1	\$ 150.00

<u>Comment</u>	<u>Commenter</u>	<u>Date Entered</u>

CONTRACT SERVICE FEES: 01-30-69-2440-300601

Budget Status: Open
Account Budget Status: Review

23

Annual Amount: \$ 36,429.00 (Original Budget) + \$ 0.00 (Adjustment) = **\$ 36,429.00**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 3,035.77	\$ 3,035.77	\$ 3,035.77	\$ 3,035.77	\$ 3,035.75	\$ 3,035.75	\$ 3,035.75	\$ 3,035.75	\$ 3,035.73	\$ 3,035.73	\$ 3,035.73	\$ 3,035.73
<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>		

Site Coordinator/Family Liaison - Stowe

Annual Amount: **\$ 29,990.00**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.16	\$ 2,499.16	\$ 2,499.16	\$ 2,499.16

<u>Name</u>	<u>Number</u>	<u>Cost Per Item</u>
Site Coordinator/Family Liaison - Stowe	1	\$ 29,990.00

<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>		
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Fringe Benefits Site Coord/Family Liaison Stowe

Annual Amount: **\$ 4,339.00**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58

<u>Name</u>	<u>Number</u>	<u>Cost Per Item</u>
Fringe Benefits Site Coord/Family Liaison Stowe	1	\$ 4,339.00

<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>		
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Printing - Stowe

Annual Amount: **\$ 300.00**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

<u>Name</u>	<u>Number</u>	<u>Cost Per Item</u>
Printing - Stowe	1	\$ 300.00

<u>Comment</u>	<u>Commenter</u>	<u>Date Entered</u> 24
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Postage - Stowe											\$ 100.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	
<u>Name</u>				<u>Number</u>		<u>Cost Per Item</u>						
Postage - Stowe				1		\$ 100.00						
<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>			

General Office Supplies - Stowe											\$ 200.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66	
<u>Name</u>				<u>Number</u>		<u>Cost Per Item</u>						
General Office Supplies - Stowe				1		\$ 200.00						
<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>			

Instructional materials											\$ 1,350.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	
<u>Name</u>				<u>Number</u>		<u>Cost Per Item</u>						
Instructional materials				1		\$ 1,350.00						
<u>Comment</u>						<u>Commenter</u>			<u>Date Entered</u>			

Conferences											25
Annual Amount:											\$ 150.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50
Name			Number			Cost Per Item					
Conferences			1			\$ 150.00					
Comment							Commenter			Date Entered	

RESOLUTION

Approving the Partial Settlement Agreement for Confession of Judgment Related to the Timber Systems Truss Repairs at Lincoln Park Middle School

WHEREAS, on June 15, 2010, the School Board approved Bid #1184, Work Scope #9 authorizing Administration to enter into an agreement between Independent School District #709 and Timber Systems, LLC for structural glue-laminated construction at Western Middle School, now known as Lincoln Park Middle School; and

WHEREAS, after construction was completed and following a heavy snow load during the 2013-2014 winter season, the trusses provided by Timber Systems, LLC were determined to be under-designed, and emergency snow removal efforts and truss bracket reinforcements were required; and

WHEREAS, Timber Systems, LLC has stipulated and agreed in a Confession of Judgment to reimburse the district for the costs incurred related to the emergency snow removal and defective truss repairs and will pay the cost of the permanent repairs; and

WHEREAS, ISD #709 has agreed that if Timber Systems, LLC pays the sum of \$40,667.00 by January 15, 2016, the District will not pursue collection proceedings against Timber Systems, LLC for said sum;

NOW THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota that the Partial Settlement Agreement for Confession of Judgment between Independent School District #709 and Timber Systems, LLC, is approved.

**PARTIAL SETTLEMENT AGREEMENT FOR
CONFESSION OF JUDGMENT**

This Partial Settlement Agreement for a Confession of Judgment is made between Independent School District No. 709, the Duluth Public Schools, ("ISD 709") and Timber Systems, LLC, ("Timber Systems") a Michigan Limited Liability Company.

Timber Systems has a Contract with ISD 709 relating to timber trusses for the new Lincoln Park school in Duluth, Minnesota. A dispute has arisen regarding those timber trusses, claimed defects in those timber trusses and defects in their design, responsibility for correcting claimed defects in the trusses and responsibility for additional costs relating to the claimed necessity of correcting defects in those trusses and costs associated therewith. A partial settlement has been reached between ISD 709 and Timber Systems. Except as specifically settled herein, both ISD 709, and Timber Systems, and all other parties, retain all rights and defenses which they may have. ISD 709 has a claim for additional costs relating to claimed defects and failures of those trusses. The total amount of those claims is not presently known and additional costs will not be known until the corrective work is completed. The amount of the claims of ISD 709 exceed the amount of \$40,667.00.

Timber Systems has agreed that it will perform corrective work on those trusses, which work will be completed by August 15, 2014.

Timber Systems denies liability for any sums in excess of \$40,667.00, which are being claimed by ISD 709.

ISD 709 and Timber Systems had agreed to a Zero Cost Change Order between the parties whereby Timber Systems will perform corrective work and that it will be satisfactorily completed by August 15, 2014, and that the other provisions of that Zero Cost Change Order will be complied with.

ISD 709 agrees that, if Timber Systems pays ISD 709 the sum of \$40,667.00 on or before January 15, 2016, that ISD 709 will not pursue collection proceedings against Timber Systems for that sum. If all or part of that sum has not been paid by January 15, 2016, then Timber Systems agrees that it confesses judgment to ISD 709 for that remaining balance. That remaining balance shall include interest on the principal sum of \$40,667.00, computed at 4% simple interest per year, and commencing on August 1, 2014. Both the full amount of principal and interest must be paid by January 15, 2016.

ISD 709 specifically retains all claims which it has for additional sums in every kind of nature from Timber Systems. Timber Systems retains all defenses of every kind which it has against all other claims by ISD 709.

Insofar as other parties may have been involved in the design or supervision or installation of the

trusses, or are otherwise involved in this dispute regarding the trusses, those other parties will retain all of their rights for recovery or contribution regarding their damages. Timber Systems retains all of its rights to claim recovery or contribution from other parties and it retains all defenses which it has regarding the claims of all parties.

Timber Systems agrees that, if it has not paid the sum of \$40,667.00 together with accumulated interest by January 15, 2016, that ISD 709 can file a Confession of Judgment for the unpaid balance and unpaid interest pursuant to this Agreement by filing such a Confession of Judgment with the District Court of the State of Minnesota for St. Louis County. Timber Systems agrees that it is subject to the personal and subject matter jurisdiction of that Court and waives any defenses regarding the jurisdiction of that Court. The work that is the subject of this dispute is performed pursuant to a Minnesota Contract that was performed in Duluth, St. Louis County, Minnesota. Timber Systems agrees that, if ISD 709 files the Confession of Judgment for unpaid balance of the principal and unpaid interest, with an affidavit detailing any payments and the remaining unpaid principal and interest, serving a copy on Timber Systems at the time of that filing, and if Timber Systems does not file an objection with the Court within ten (10) calendar days of that filing with the Court, that the Court shall enter judgment in favor of ISD 709 in the amount of the unpaid principal and the unpaid interest, together with Court filing fees and other proper costs and disbursements. *ISD 709 AND TIMBER SYSTEMS AGREE THAT THE CONFESSION OF JUDGEMENT WILL NOT BE FILED WITH ANY COURT UNLESS TIMBER SYSTEMS DEFAULTS UPON ITS AGREEMENT TO PAY THE \$40,667.00*

DATED at _____, _____ this _____ day of _____, 2014.

RLH

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Its: _____

DATED at Lapeer, Michigan this 8th day of July, 2014.

[Handwritten Signature]

TIMBER SYSTEMS, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY
By: Roger Harris
Its: President

STATE OF MINNESOTA
COUNTY OF ST. LOUIS

DISTRICT COURT
3. Contract
SIXTH JUDICIAL DISTRICT

Independent School District No. 709, the Duluth Public Schools,

Plaintiff,

vs.

Court File No.

Timber Systems, LLC, a Michigan Limited Liability Company,

Defendant.

CONFESSION OF JUDGMENT

This Confession of Judgment is made this 8th day of July, 2014. This Confession of Judgment is made by Timber Systems, LLC, a Michigan Limited Liability Company, and in favor of Independent School District No. 709.

Timber Systems, LLC hereby stipulates and agrees that Independent School District No. 709, the Duluth Public Schools can obtain a Judgment against Timber Systems, LLC in the amount of \$40,667.00. ^{LESS AMOUNTS ALREADY PAID} This sum includes all interest due to the date of this Confession of Judgment. *RLH*

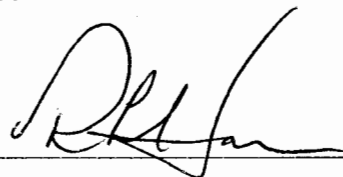
Pursuant to Minn. Stat. §548.22, Defendant does hereby confess judgment in favor of Plaintiff in the amount of \$40,667.00, ^{LESS AMOUNTS ALREADY PAID} for sums due Plaintiff and in consideration of the agreement by Timber Systems, LLC to perform the work to make corrections on the Timber Systems, LLC trusses, as identified on the attached plans and specifications (See Exhibit "A"). Timber Systems, LLC *RLH*

agrees that its corrective work must be satisfactorily completed by August 15, 2014, and which sum is justly due and owing by Defendant to Plaintiff.

Such judgment is confessed in accordance with the terms of that certain Stipulation and Zero Cost Change Order between the parties dated JUNE 27, 2014, the terms of which are incorporated by reference thereto.

The District Court Administrator is hereby authorized and directed to enter judgment for the amount specified as in other cases, in accordance with Minn. Stat. §548.22.

DATED at Kapeer, Michigan this 9th day of July, 2014.



TIMBER SYSTEMS, LLC,
A MICHIGAN LIMITED

LIABILITY

COMPANY
Defendant
By: Roger Harris
Its: President

STATE OF Michigan)
COUNTY OF Kapeer) SS

Roger Harris, being first duly sworn on oath, states that he is the President of Timber Systems, LLC, a Michigan Limited Liability Company, the Judgment Debtor names in the foregoing statement of Confession of

Judgment; that he has read the foregoing statement and that the matters set forth therein are true and correct; and that the Confession of Judgment is entered as the free act and deed of the corporation, and that he executed the foregoing instrument with full power and authority to bind the Corporation.

Roger Harris

Subscribed and sworn to before me this

9 day of July, 2014.

Charmaine H. Buchanan

Notary Public

CHARMAINE H BUCHANAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LAPEER

My Commission expires May 26, 2017
Acting in the County of Lapeer

RESOLUTION
Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	FIRST NAME	LAST NAME/ORG.	RESTRICTION	AMOUNT
District Wide	Ed	Slonen	1000 copies of the book "The Constitution of the United States & Amendments, The constitution of the State of Minnesota	In Kind

Expenditure Contracts Signed – July 2014

For your information, the Superintendent or the Director of Business Services has signed the following contracts, during the month of July 2014:

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
University of Minnesota	\$4,680.00	Spec Serv	Training for Paraprofessionals
Kathy Larson	3,696.00	Title I	Training-Volunteer Teacher Leaders
SOAR	18,000.00	General	Workforce Preparations Skills-ABE
Mark Garrison	1,200.00	Tech	Summer Tech Camp
Lake Superior College	12,000.00	General	CITS Program



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

For Internal Use Only	
OES must provide:	
OES Contract #	
Analyst	

UNIVERSITY OF MINNESOTA Workshop/Presentation Agreement

The Regents of the University of Minnesota, through its **UMD Continuing Education Department** ("University"), agree to provide a workshop/presentation for **Duluth Public Schools (ISD 709)**, a **Minnesota** ("Company"), on the following terms and conditions:

1. **Description of Workshop/Presentation: Mental Illness Warning Signs and Opportunities for Support.** A full description of the workshop/presentation is attached hereto and made a part hereof as Exhibit A.
2. **Date, Location, and Time:**
 Date: **August 27, 2014.**
 Location: **Duluth Public Schools training facility in Duluth, Minnesota (address to be determined).**
 Time: **To be determined.**
3. **Payment Terms:** For the services under Section 1., Company shall pay University see **Exhibit A, attached hereto and made a part hereof: for up to 300 participants - four thousand six hundred eighty and no/100 dollars (\$4,680).** Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.
4. **Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: **See Exhibit A, attached hereto and made a part hereof.**

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

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

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

IN WITNESS WHEREOF, the parties have entered into the Agreement effective TBD.

Regents of the University of Minnesota

By: _____
 Name: **Lynn Burbank**
 Title: **Director of UMD Continuing Education**
 Date: _____

55802

By: *WCHanson*
 Name: **Laura Fredrickson, EdD / Bill HANSON**
 Title: **Director of Special Services / CFO**
 Date: _____
 Address: **215 N. 1st Ave. E., Room 201, Duluth, MN**

Phone: **218-336-8741** Fax:

EXHIBIT A Description of Workshop/Presentation For Duluth Public Schools (ISD 709)

Duluth Public Schools (ISD 709) has identified a need for Mental Illness Warning Signs and Opportunities for Support training. UMD Continuing Education will provide a quality program and experienced facilitation to ensure that training need is met as requested.

About UMD Continuing Education

UMD Continuing Education provides a variety of professional and personal development programs for individuals of all ages seeking to improve or develop new skills, advance careers, or gain continuing education units. We offer programs in face-to-face formats so learners can network with other professionals seeking to enhance similar skill sets. We also offer courses and certificates online to meet personal schedules and learning styles.

To meet the unique needs of organizations, we also provide customized training solutions with a customer-centered approach. Our team of program developers first engages with organization leaders to discover what challenges they face when there is a gap between performance expectations and results. Through collaboration, we identify the training objectives necessary for closing performance gaps and deliver training recommendations. Once the desired training is identified, we utilize a rapid design and development process to generate innovative curriculum that can be delivered promptly and in formats that best suit the organization's work environment. Course assessments and quality assurance audits are performed to ensure goals and learning objectives have been achieved.

Our Program Development Philosophy and Team

UMD Continuing Education's Program Development team is committed to following the art and science (Malcolm Knowles) of helping adults learn. We design and develop programs based on the essential qualities that adult learners possess.

1. Adults need to know the reason for learning something.
2. Experience (including error) provides the foundation for learning activities.
3. Adults need to be responsible for their decisions on education (self-concept): involvement in the planning and evaluation of their instruction.
4. Adults are most interested in learning subjects having immediate relevance to their work and/or personal lives (readiness).
5. Adult learning is problem-centered rather than content-oriented.
6. Adults respond better to internal versus external motivators.

UMD Continuing Education understands that adult learners value taking part in the learning process and applying learning to their real world careers and personal interests. When UMD Continuing Education develops training, we seek opportunities to integrate a variety of activities that will engage adult learners and reinforce their learning.

Shannon Studden, Instructional Designer

Before joining UMD's Continuing Education department, Shannon worked for a number of years as a manager in the Training & Development group at Cliffs Natural Resources, a Fortune 500 international mining company. While there, she specialized in the areas of talent management and leadership development. Shannon has also taught classes in Management, Organizational Behavior, Interpersonal Relations, and Teamwork at the University of Minnesota-Duluth. She holds her Master of Science degree in Industrial/Organizational Psychology from the University of Tennessee at Chattanooga.

Roxanne Richards, Program Development Manager

Before joining UMD's Continuing Education department, Roxanne was a Continuing Education Director for a community and technical college and a K-12 school district. Prior to entering the education field, she worked for 11 years with the FedEx Corporation in the quality and customer assurance divisions. She holds a Master of Arts degree in Education Administration from the University of St. Thomas and a Bachelor of Arts Degree focusing on Business Psychology from Metropolitan State University. Roxanne has developed training programs in a variety of areas including business, mental health, environmental sustainability, and education.

Benefits of UMD Continuing Education Professional Development

- Numerous content expert resources at, or affiliated with, UMD (i.e., leaders in business, psychology, engineering, communications, and assessment).
- Staff who have "real world" experience working for large and small organizations in a wide range of capacities (leadership, strategic planning, financial management, training, quality assurance, sales/customer service, etc.).
- Local offices convenient for ongoing partnership.
- Expert programming team that understands adult learners and how to develop programming specific to individuals' learning and comprehension styles (face-to-face, online and hybrid delivery methods).
- Capacity to provide a full training solution to control overall training quality and be proactive with program modifications.

Customized Training Recommendations

UMD Continuing Education proposes the below outlined workshop for Duluth Public Schools based on the request for paraprofessional, administration, human resources, food service, and integration specialist training on youth mental illness awareness and tools for supporting youth identified with mental illness.

Mental Illness Warning Signs and Opportunities for Support

UMD Continuing Education proposes a custom 3-hour in-service session for ISD 709. The session will be made up of presentation, breakout discussions, and activities designed to encourage participant engagement and provide attendees with practical takeaways that they can use on the job.

1. Group "quiz": Is this a mental illness warning sign?
2. Overview of mental illness in children/adolescents
 - Importance of early identification and intervention
 - Risk factors and protective factors
 - Common mental illnesses in children/adolescents
 - Warning signs and what they might look like at different age levels
 - Case studies
3. Your Role
 - What to do if you suspect a problem (include ISD 709 policies)
 - Self-assessment: Examining your assumptions and beliefs
 - Supporting children & adolescents with mental illnesses
4. Q&A, Additional Resources, Wrap Up

Program Fee

At the request of Duluth Public Schools, UMD Continuing Education will bring the training to their training room in Duluth, Minnesota (address to be determined). It is understood that this facility will easily accommodate the group of participants.

Date: Duluth Public Schools would like to receive the training on August 27, 2014; two-three hour workshops would be provided twice in back-to-back sessions (two groups of 75 in the morning and two groups of 75 in the afternoon).

Fees: Program fees outlined below are based on a total of 300 participants delivered in Duluth, Minnesota. Pricing is as follows:

- \$4,680 flat fee for up to 300 participants (see Materials information below)
- \$15 per additional participant up to a maximum of 100 participants in each session

Materials: UMD Continuing Education will provide program materials in digital format for Duluth Public Schools to print and assemble in-house. The materials provided by UMD Continuing Education and facilitators during the workshop/presentation shall remain the property of the copyright holder. Duluth Public Schools may use the material solely in connection with the workshop/presentation and for no other purpose without the express written consent of the copyright holder. The workshop/presentation shall not be recorded or taped in any form without the express written consent of UMD Continuing Education.

Duluth Public Schools Responsibilities: Training room accommodations as well a list of participants within five business days before the scheduled training date, including the below information in a spreadsheet application (i.e., Excel):

- First name (first name, last name in separate cells)
- Last name
- Occupation
- Email address
- Address if different than organization named within the agreement

Terms of Proposal: This proposal is effective until July 30, 2014. Please confirm your training date by signing and faxing this proposal to 218-726-7609, or emailing to agalbrai@d.umn.edu.

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of June, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Larson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 25, 2014, and shall remain in effect until June 26, 2014, 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 A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 3,696.⁰⁰. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. ***This Agreement will not be approved unless TIN is provided.***

4. **Requests for Reimbursement.** Contractor shall request reimbursement on a with invoices (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for. *↳ is submitted to Nathan Glockle*

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

6. **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.

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be

construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to

(Mailing address, including zip code)

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

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

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

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

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

14. **Insurance.** (If applicable)

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Kathleen A. Larson
Name

Clerk

Coach / Consultant 7.2.14
Title Date

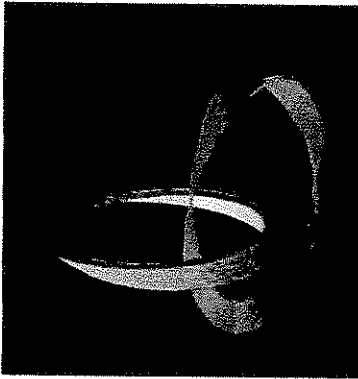
Program Director

~~XXXXXXXXXX~~
Taxpayer Identification Number

Bill Hanson
Director of Budget and Finance

Date

OK
8/2



Kathy Larson, Consultant/Coach
 780 Garrison Ct.
 Delafield, WI. 53018
 262-303-4047 (office)
 414-573-3888 (cell)
kathy.vitality@gmail.com

"Coaching for Infinite Results"

Nathan Glockle, Principal
 Laura MacArthur Elementary School
 720 North Central Avenue
 Duluth MN 55807
 218-336-8900 x2141

June 29, 2014

INVOICE FOR SERVICES

Summer Retreat for Laura MacArthur		
June 25, 2014	Facilitation Training	\$3,300.00
June 26, 2014		
Mileage	720 miles @ \$.55/mile =	\$396.00

(Fee includes preparation, handouts, coaching, & lodging)

Total: \$3,696.00

Please provide payment within 2 weeks of receiving invoice. Thank you!

Memorandum of Understanding Workforce Preparation Skills Collaborative Program

**Duluth Adult Basic Education and SOAR Career Solutions
ABE Program Year 2015 (May 1, 2014 – April 30, 2015)**

Introduction: This MOU describes the partnership agreement and operating procedures between the Duluth Adult Basic Education consortium and SOAR Career Solutions in regard to offering workforce preparation skills as described in the “MN ABE Conditional Work Referral Policy, Revision date October 6, 2011.” The agreement shall be in effect from May 1, 2014 – April 30, 2015, with option to renew on an annual basis.

Purpose: The purpose of this agreement is to increase the quality and readiness of entry-level workers in the Duluth area. This will be done by collaboration between ABE, which provides basic skills education, and SOAR, which provides training in job seeking skills, “soft” skills and basic computer skills for work.

Administration and Coordination: Supervision of programs will be provided by both Duluth ABE and SOAR based on program location, content and reporting requirements. After initial set up, there will be ongoing communication between the partners including face-to-face meetings at least quarterly, to coordinate intake, referrals, curriculum content and delivery, reporting, and any other issues required for efficient and effective program implementation.

Work Plan for workforce preparation skills:

1. **SOAR** agrees to provide these services:
 - a. Develop curriculum and identify instructors for classes in the areas of job seeking skills, soft skills for work, and basic computer skills.
 - b. Set a schedule of monthly classes in the three areas of job seeking skills, soft skills for work, and basic computer skills.
 - c. Coordinate with the Duluth Work Force Center to receive written referrals for these classes and to screen and place applicants based on their individual needs.
 - d. Receive referrals from the Adult Learning Center for ABE participants whose learning plan calls for development of pre-employment skills.
 - e. Conduct regular intake and screening for all interested in SOAR classes.
 - f. Refer SOAR applicants or participants who have basic skills needs to ABE - either to the classroom located at SOAR or to the Duluth Adult Learning Center - for skills brush-up classes, GED preparation, adult diploma, or ESL.
 - g. Deliver the pre-employment curricula in the areas specified.
 - h. Offer additional, individualized job seeking/job search skills to those who complete the basic curriculum on an as-needed basis.
 - i. Complete the required ABE enrollment, attendance and exit reports for those who attend classes at SOAR, including copies of WFC referral forms as required for ABE eligibility.
 - j. Coordinate all paperwork with the ABE program staff to avoid duplication and guarantee accuracy and completeness in ABE state reporting.

- k. Provide data on employment and post-secondary enrollment outcomes for participants who are co-enrolled in ABE and SOAR work preparation programs.

2. Duluth ABE (aka Adult Learning Center) agrees to provide these services:

- a. Develop curriculum and identify instructors for classes in basic skills, including GED preparation, adult high school diploma completion, and brush-up skills in reading, writing, math and specific test preparation (employment, military, further education including customized training).
- b. Set a regular schedule of classes in the basic skills areas specified.
- c. Provide regular intake and screening for all interested in ABE instruction.
- d. Receive referrals from SOAR for applicants or participants who have basic skills needs in GED Preparation, Adult Diploma coursework, or Brush-up skills.
- e. Refer ABE applicants or participants to SOAR, if their learning plans call for development of pre-employment skills.
- f. Provide SOAR quarterly with a list of ABE participants for purposes of verifying dual enrollment in ABE academic skills programs and SOAR classes.
- g. Deliver the ABE curricula in the basic skills areas specified.
- h. Provide required ABE forms, and guidance for form completion, to SOAR staff.
- i. Complete all required ABE state reports, incorporating the data provided by SOAR for those eligible participants enrolled in pre-employment skills classes.
- j. Provide SOAR data on educational outcomes for co-enrollees and those students referred to ABE by SOAR.

Fiscal Plan

- a. Duluth ABE (I.S.D. 709) will act as the Fiscal Agent for the ABE workforce preparation collaborative program.
- b. Duluth ABE will submit all required applications and reports to the Minnesota Department of Education to receive hourly revenue for eligible participants in pre-employment skills classes eligible under the Conditional Work Referral Policy.
- c. Reimbursement to SOAR for services provided will be determined by (1) reported participant contact hours in the pre-employment classes provided by SOAR; and (2) hourly rate of funding by MDE to ABE programs for the given program year. For the 2014-2015 Program Year, the anticipated hourly rate is \$4.00, and the maximum reimbursement shall be \$18,000 (4500 hours) for those in the Conditional Work Referral category. ABE participants who also attend classes at SOAR (not in the Conditional Work Referral category) may be billed in addition to this amount.
- d. Payment by Duluth ABE (I.S.D. 709) to SOAR will be made based on invoices submitted by SOAR for the number of ABE reportable student hours provided by SOAR. These invoices shall be submitted quarterly, within 60 days after the state ABE required quarterly reporting periods (ending July 31, October 31, January 31, and April 30). I.S.D. 709 shall pay SOAR within 60 days of receiving the invoice and verifying the reportable student hours.

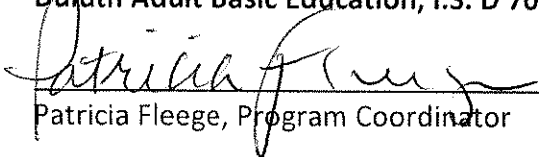
Review/Alteration/Termination of Agreement

Either party reserves the right to request a review of this agreement, by written notice of 30 days, for purposes of alteration of terms or termination of the full agreement. Examples of possible reasons for alteration or termination include but are not limited to:

- a. If either party's source of funding necessary for this collaborative program is not obtained or continued at the expected level.
- b. If either party does not execute the responsibilities listed above. A written notice will (1) detail the specific requirements or responsibilities which are not being met, (2) detail a remedial process for correcting the specific problems, and (3) include a timeline by which these problems will be corrected. Failure to meet any of these 3 conditions will be cause for terminating the agreement.

Signatures. This document is approved and accepted by these partners:

Duluth Adult Basic Education, I.S. D 709:

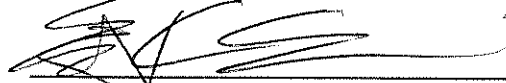


 Patricia Fleege, Program Coordinator

7/2/14

 Date

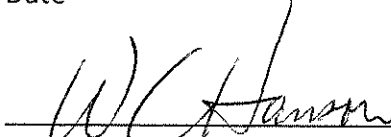
SOAR Career Solutions:



 Emily Edison, Executive Director

7/2/14

 Date



 William Hanson, ISD 709 Business Services Director

7/8/14

 Date

AGREEMENT

THIS AMENDED AGREEMENT, made and entered into this 25th day of June 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Garrison, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THIS AGREEMENT is to set out the terms and conditions whereby the Contractor will provided 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 on: August 4, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in the Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Prepare and deliver keynote presentation of 45 - 50 minutes and two break out session of 60 minutes on August 4, 2014, at Duluth School's Summer Tech Camp. The Break-out session will cover: (Description / Topic of services) _____
 - GOOGLE APPS 45
 - START STOP SHARE

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations performed in the original Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed one thousand two hundred dollars (\$1,200.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **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.

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

6. **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.

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

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

10. **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.

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Technology Department, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail in care of: Mark Garrison

[REDACTED] AVE MINNEAPOLIS, MN 55409 [REDACTED]
Street Address City, MN Zip Phone

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 the District.

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.

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

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

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

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

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

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

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

MARK GARRISA
Contractor

[REDACTED]
SSN/ Tax Identification Number

6/27/2014
Date

Program Director

WCHanson
Director of Business Service / Superintendent of Schools

Date
7/3/14

**Concurrent Enrollment
Between
Lake Superior College
And
Duluth Public School District ISD # 709
2014-2015**

PURPOSE

This agreement between Duluth Public School District (ISD #709) and Lake Superior College, Duluth, Minnesota, is effective for the academic year 2014-2015. The intent of this agreement is to provide Duluth Public School students an opportunity to enroll through Concurrent Enrollment in Lake Superior College courses. The purpose for providing Concurrent Enrollment is to create a seamless educational path for area high school students. Lake Superior College is building bridges with our area high schools. Lake Superior College will work cooperatively and in partnership with high school personnel and students in the enrollment procedures, validating course competencies, and grade transcription.

COST: The cost to the high school is **\$1,500 per course/teacher**. The cost will cover all sections taught at Duluth Public Schools. The total cost is **\$12,000 for the courses listed. (\$1,500 x 8 courses = \$12,000)**

If one teacher teaches multiple sections it is one fee; if more than one teacher is assigned to the separate sections of the same course there is an additional fee of \$1500.00 per teacher. The billing date of these courses will be November 1, 2014 with payment expected 30 days later.

Course grades will be recorded on a LSC transcript. The LSC High School Connections Program staff will send a grade report to the high school each term for the students enrolled. Students may request an official transcript with a written request and a processing fee.

STUDENT QUALIFICATIONS

The Colleges in The Schools Program, (CITS) is available as part of the Post-Secondary Enrollment Option program. The CITS program allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

Eligibility:

- Seniors must rank in the top half of their class.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they have taken the 8th grade MCA reading test in the 8th grade and have met the composite proficiency level of meets or exceeds.
- Students must also meet the pre-requisites of individual courses as determined by the Accuplacer or ACT test or prior college coursework.
- For more information please see: <http://www.mnscu.edu/admissions/pseo.html>

INSTRUCTOR QUALIFICATIONS

High School instructors who teach college courses in high school are expected to meet the same minimum qualifications as set by the Minnesota State College Faculty Association and the Minnesota State Colleges and Universities. Please refer to the following link: <http://www.cfc.mnscu.edu/fields/Code/credentials.php>

COLLABORATION REQUIREMENTS

Lake Superior College High School Connections Staff

- Ensures that all CITS registrations are entered for each CITS class.
- Ensures that each CITS class is created in ISRS.
- Maintains records for all completed CITS classes.
- Maintains records for all Waiver Requests.
- Makes appropriate record adjustments for student in accordance with add/drop and withdrawal policies.
- Provides each high school with course outlines for each CITS class.
- Provides information that informs CITS students about academic and student support services available to all students at the college.
- Provides necessary registration, withdrawal, and add/drop policy tools and information.
- Provides transcript request information to all students.
- Sends class lists to high school as soon as the registrations are complete. Works with each high school to ensure that CITS class lists are correct.
- Works with each high school to ensure all grades are submitted and recorded in ISRS.

Lake Superior College Faculty Mentor:

- Arranges to guest lecture if requested by the high school instructor.
- Collaborates with the high school CITS instructor to clarify approved college course outline and outcomes and to create a syllabus with the CITS instructor; assures that assessment meets college criteria.
- Extends to the high school CITS instructors, invitations to participate in appropriate campus-based faculty development activities.
- Meets regularly (face-to-face, email, telephone) with high school CITS instructor and monitors assignments, exams, projects, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the LSC course outline. Faculty mentors will make at least one visit to the high school per course.
- Provides current college text information and/or exam copies of the text, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provides instructors who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Submits to the CITS coordinator a copy of the site visit forms at the end of the semester or year of interchanges with high school instructors for each CITS course.
- Supports CITS instructors, giving additional time and attention to instructors new to the program.

High School Instructors, Administrators & Staff:

- Agrees to terms of the LSC policy for add/drop processes and withdrawals.
- Assigns final, whole letter grades to each student on the class lists provided by LSC's CITS staff.
- Collaborates with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Contacts the LSC CITS program for withdrawals in accordance with LSC policy.
- Ensures completion of LSC registration forms and sends forms to the High School Connections Office.
- High schools will notify parents/students of CITS course offerings.
- Meets regularly (face-to-face, email, telephone) with LSC faculty mentor and provides sample assignments, exams, projects, to ensure that the course meets the learning outcomes contained in the LSC course outline. LSC Faculty mentors will make at least one visit to the high school per course.

- Provides LSC with a course syllabus for each CITS course.
- Signs CITS contract and returns it to LSC by April 30, 2014. Amendments to the contract will be accepted until August 1, 2014 for the 2014-15 academic year.
- The completed grade sheet is to be signed and sent the LSC staff within two days of the last day of the CITS class.
- To the extent possible, provides counseling services to students and their parents or guardian before students enroll in CITS courses. This ensures that the students and their parents or guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.

COURSES

The following courses will be covered under this Concurrent Enrollment agreement:

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)		
					Fall (Sept- Jan.)	Spring (Jan-June)	All Year (Sept-June)
*ALTH 1400	Intro to Allied Health	2	Kim Olson (Denfeld and East)	TBA	X		
*ALTH 1410	Medical Terminology	1	Kim Olson (Denfeld and East)	TBA	X		
*BIOL 1005	Intro to Cell Biology	1	(East 2 section)	TBA		X	
*BIOL 1140	Human Anatomy and Phys	4	(East 2 section)	TBA		X	
MATH 1150	Pre-Calculus	5	Tim White (Denfeld 2 sections)			X	
MATH 1150	Pre-Calculus	5	Bill Garnett (East 1 section)			X	
MATH 1150	Pre-Calculus	5	Peter Graves (East 3 sections)			X	
MATH 1150	Pre-Calculus	5	Brenda Florestano (East 1 section)			X	
MATH 1150	Pre-Calculus	5	Christine Osthaus (2 East sections)			X	
NUNA 1420	Nursing Asst/Home Health Aid	4	Kim Olson (Denfeld and East)		X		

For multiple terms for a course, please indicate both terms with (x).

*These courses are considered one course for one fee

Duluth Public Schools

Lake Superior College

High School Guidance Counselor or Designee

Melissa Leno
Principal - Director of Curr & Inst.

Mark Magnuson
Superintendent of Assistant Superintendent

7/17/2014

Date

Cindy Gustafson, High School Connections

Melissa Leno, Director of Admissions

Mark Magnuson, VP Academic & Student Affairs

Date

*Note: Contract not valid until all signatures are obtained.

Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms. Changes/amendments to this contract must be made by August 1, 2014 for fall semester terms.

Additions to the contract for spring term only courses may be considered if requested and approved by December 1, 2014

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT July 2014

Facilities Management – General

In the past month the maintenance crews have completed 201 work orders, and are currently working on 465 open work orders.

Modifications were done at OEMS kitchen to facilitate the installation of new kitchen equipment.

The District continues to work with MNPower and their consultant to determine if we are potentially eligible for monetary rebates through Comfort Systems of Duluth related to the reduced gas consumption of our new high efficiency boilers at all our renovated sites. We will continue to work on this and make every effort to achieve rebate funds. This process may take several months or longer to finalize.

Maintenance crews are on scheduled maintenance and focusing on Piedmont, Lakewood, and Stowe at this time.

Electrical work will be completed to allow for new additional equipment to be installed at both high schools to allow for additional lunch time students.

Budgets are being prepared and site visits done to facilitate the HOCHS remodeling project.

Capital Construction:

Jamar has started the Denfeld basement drainage project, which will be completed this summer.

In August, Superior Glass will finish the caulking of windows at Congdon Park to ensure the older windows are water tight.

Congdon Park 11-month warranty walk through was conducted July 29th.

Congdon Park tile roof replacement and masonry project is going according to schedule with new tile installed on approximately 40% of the roof.

The newly reconstructed loading docks at LPMS and MWE are finished and working properly.

LPMS truss reinforcement work should be completed / final cleaned by the second week of August.

The LPMS and OEMS pools are being surveyed for compliant light levels and the report will be forthcoming to the District from LHB.

Operations

In July, Operations crews were well into the summer cleaning process. At this time of year, gymnasiums are scheduled for floor refinishing. This process involves lightly sanding the floor to remove the top layers of finish and applying the finish. July is also the month when employees schedule vacations so we are operating with a smaller workforce as we don't normally supply substitutes for the planned absences during the summer months.

July is also the month our boilers need to be inspected. The new hot water boilers require minimum maintenance. The older steam boilers need to be drained and washed out on the water side and the firebox and flues need to be cleaned on the fire side. These boilers still exist at some of our vacated buildings and Garfield.

We are preparing for the auction of surplus materials from STC, Central High School and the Garfield building. There will be an individual auction for each of these sites, which will take place at Central High School this fall.

Preparations are underway to ready the fall athletic venues for the startup of fall sports in mid-August.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - Basketball hoop inspections were completed. Discrepancies are being attended to.
 - Red Cross has been assessing the school buildings for use in case of a disaster. Once the assessment is complete, a review and contracts for use will be completed.
 - Asbestos inspector refresher training was completed for the safety coordinator.
- ERCM
 - 16 AED batteries were replaced. The batteries have approximately a five year lifespan.
- Workers' Compensation Activities
 - OSHA Recordables: 0 recordable incidents in July.
 - Incidents Reported: 1 injury reported.

Risk Management

There have been no significant reportable incidents or claims relating to insurance policies for general liability, property, auto, and school leader's legal liability.

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2014

54

FQA: 06-870-215-386-JOB

ALT FACILITIES/DENFELD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/24/2014	JE509892			N/A..N/A		CORRECT CREDIT BALANCE	895269	JE	0.00	510.78	-510.78
						Object 152000		Total:	0.00	510.78	-510.78
						FQA 06-870-215-386-JOB		Total:	0.00	510.78	-510.78

FQA: 06-870-320-386-JOB

ALT FACILITIES/ORDEAN

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/25/2014	ORD FINAL		00635015	V107259	T D TEST AND BALANCE INC	ORDEAN EAST FINAL APP	895317	OH	674.10	0.00	674.10
						Object 152000		Total:	674.10	0.00	674.10
						FQA 06-870-320-386-JOB		Total:	674.10	0.00	674.10

FQA: 06-870-470-386-JOB

ALT FACILITIES/MYERS-WILKINS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/25/2014	MWE FINAL		00635012	V105879	BELKNAP ELECTRIC	MYERS-WILKINS FINAL APP	895317	OH	21,031.63	0.00	21,031.63
						Object 152000		Total:	21,031.63	0.00	21,031.63
						FQA 06-870-470-386-JOB		Total:	21,031.63	0.00	21,031.63

FQA: 06-871-320-000-000

GEN FUND SAVINGS-ORDEAN

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/25/2014	ORD FINAL		00635015	V107259	T D TEST AND BALANCE INC	ORDEAN EAST FINAL APP	895317	OH	34.20	0.00	34.20
						Object 152000		Total:	34.20	0.00	34.20
						FQA 06-871-320-000-000		Total:	34.20	0.00	34.20

FQA: 06-871-470-000-000

GEN FUND SAVINGS MYERS-WILKINS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/25/2014	MWE FINAL		00635012	V105879	BELKNAP ELECTRIC	MYERS-WILKINS FINAL APP	895317	OH	57,836.98	0.00	57,836.98

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2014

55

Object 152000 Total: 57,836.98 0.00 57,836.98
FQA 06-871-470-000-000 Total: 57,836.98 0.00 57,836.98

FQA: 06-873-350-000-000 LRF-P-LINCOLN PK MIDDLE SCHOOL

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
06/30/2014	JE509901	169424	00000404	V34360	JAMAR COMPANY	AP POST JOB 890227	896276	JE	670.50	0.00	670.50
							Object 152000	Total:	670.50	0.00	670.50
							FQA 06-873-350-000-000	Total:	670.50	0.00	670.50

FQA: 06-873-550-000-000 LRF-P-PIEDMONT LINCOLN

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
06/25/2014	PIED FINAL		00635013	V108328	BILLMAN CONSTRUCTION INC	PIEDMONT FINAL APP	895317	OH	4,000.00	0.00	4,000.00
							Object 152000	Total:	4,000.00	0.00	4,000.00
							FQA 06-873-550-000-000	Total:	4,000.00	0.00	4,000.00

FQA: 06-876-215-000-000 COP 2012A-DENFELD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
06/17/2014	CR082101	37907		N/A..N/A		DSGW REIMB/DENFELD	894333	CR	0.00	1,196.00	-1,196.00
06/24/2014	JE509892			N/A..N/A		CORRECT CREDIT BALANCE	895269	JE	510.78	0.00	510.78
							Object 152000	Total:	510.78	1,196.00	-685.22
							FQA 06-876-215-000-000	Total:	510.78	1,196.00	-685.22

FQA: 06-876-320-000-000 COP 2012A-EAST HS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
06/25/2014	ORD FINAL		00635015	V107259	T D TEST AND BALANCE INC	ORDEAN EAST FINAL APP	895317	OH	191.70	0.00	191.70
							Object 152000	Total:	191.70	0.00	191.70
							FQA 06-876-320-000-000	Total:	191.70	0.00	191.70

FQA: 06-876-470-000-000 COP 2012A-MEYERS WILKINS

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
 Fiscal Year: 2014
 Object: 152000

BUILDING ACQUISITION/CONSTRUCT

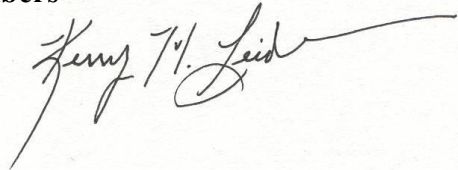
56

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
06/17/2014	CR082102	37906		N/A..N/A		DSGW MYERS WILKINS/BATHROOM	894333	CR	0.00	6,612.00	-6,612.00	
06/18/2014	CR082155	37904		N/A..N/A		DSGW MYERS WILKINS/LOADING DOC	894460	CR	0.00	18,478.00	-18,478.00	
06/25/2014	MWE FINAL		00635012	V105879	BELKNAP ELECTRIC	MYERS-WILKINS FINAL APP	895317	OH	26,289.54	0.00	26,289.54	
06/25/2014	MWE FINAL		00635014	V108072	INDUSTRIAL CONSTRUCTION	MYERS-WILKINS FINAL APP	895317	OH	6,460.00	0.00	6,460.00	
06/28/2014	0002014037	259183	00635158	V92302	HOVLAND MASONRY INC	BUILDING ACQUISITION/CONSTRUCT	896456	OH	5,053.67	0.00	5,053.67	
							Object 152000	Total:	37,803.21	25,090.00	12,713.21	
							FQA 06-876-470-000-000	Total:	37,803.21	25,090.00	12,713.21	
									Grand Total:	122,753.10	26,796.78	95,956.32

Memorandum

To: School Board Members

From: Kerry M. Leider



Date: July 31, 2014

Re: Long-range Facilities Plan Construction or Professional Service Contracts

Pursuant to School Board Resolution #B-8-09-2660 the following Professional Service contracts pertaining to the Long-range Facilities Plan were signed by Bill Hanson during the month of July:

<u>Contractor</u>	<u>Amount</u>	<u>Description</u>
Twin Ports Testing	\$2,226.00	Structural Steel Inspection for Truss Repairs at LPMS
American Engineering Testing	\$ 500.00	Thickness Testing of Intumescent Fireproofing at LPMS for Truss Repairs
Qualtim	\$8,000.00	Third Party Technical Review of Proposed Truss Repairs at LPMS (Amended)

The Agreements listed above are available for review by School Board members upon request. If you wish to have copies of this information, please contact the Facilities Management Office.

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: July 18, 2014

Re: Bid #1184, Work Scope #9 - Timber Systems Change Order #1 for Truss Corrective Work at Lincoln Park Middle School

Attached are two (2) copies of Change Order #1 between Independent School District #709 and Timber Systems, LLC for truss repairs at Lincoln Park Middle School. The total estimated cost of these services is \$0.00.

I am recommending approval of Change Order #1 for Timber Systems, LLC at Lincoln Park Middle School related to School District Bid #1184, WS #9. After review and if you concur, please sign both copies of the Change Order and return them to the Facilities Management office for processing.

Attachments




AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: <input checked="" type="checkbox"/>
Duluth Public Schools Lincoln Park Middle School - Bid #1184 37 th Avenue West & Grand Avenue Duluth, MN 55807	DATE: June 25, 2014	ARCHITECT: <input checked="" type="checkbox"/>
		CONTRACTOR: <input checked="" type="checkbox"/>
		FIELD: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: LHB #080330	Construction Manager: <input checked="" type="checkbox"/>
Timber Systems, LLC 162 South Saginaw Street Lapeer, MI 48445	CONTRACT DATE: June 16, 2010 CONTRACT FOR: Work Scope #09	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Provide required truss repair work necessary to meet the current Building Code snowload requirements; and all associated architectural, structural, mechanical and electrical work to modify existing conditions to accommodate repairs as shown on attached drawings.

TOTAL COST: \$0.00

2. The following additional terms shall be made a part of this Change Order:

This Zero Cost Change Order is made between Owner, Independent School District No. 709, the Duluth Public Schools, and Timber Systems, LLC, a Michigan Limited Liability Company. This Change Order relates to the Contract dated June 16, 2010, for work relating to the new Lincoln Park Middle School. Timber Systems, LLC agrees to perform the work to make corrections on the Timber Systems, LLC trusses, as identified on the attached plans and specifications (the "Truss Repair Documents"). Timber Systems, LLC agrees that its corrective work must be satisfactorily completed by August 15, 2014, and shall comply not only with the Truss Repair Documents, but also with the construction drawings and specifications previously issued in connection with the original construction.

Timber Systems, LLC agrees that it will perform this additional work without any additional compensation. It is performing this additional work to fulfill its obligations under the original Contract.

Timber Systems, LLC shall strictly comply with the Truss Repair Documents, the original plans and specifications, the requirements of the City of Duluth and any special inspectors on the project. Timber Systems, LLC shall confirm the extension of performance and payment bonds, and required insurance coverage to cover the full scope of the truss corrective and related repair work. *THIS CHANGE ORDER SPECIFICALLY EXCLUDES ANY COSTS INCURRED BY LHB OR ANY OTHER ENGINEERING FIRM FOR WORK RELATED TO THE REINFORCEMENT OF THE HEAVY TRUSSES.*
Any and all warranties and other obligations regarding the work by Timber Systems, LLC, shall begin to run from the acceptance by District of the work, upon completion of the latest of this Change Order, and any subsequent Change Orders. *RLH*

As part of this Change Order, Timber Systems, LLC, *2016 RLH* agrees that it will pay Independent School District No. 709, the sum of \$40,667 on or before January 15, ~~2015~~. If Timber Systems, LLC, complies with the terms of the current Change Order, and any subsequent change orders, and if Timber Systems, LLC, pays the sum of \$40,667 to Independent School District No. 709 on or before January 15, ~~2016~~, then Independent School District No. 709 agrees that it will not commence collection action against Timber Systems, LLC, for that sum of \$40,667 before January 15, ~~2016~~. If that sum, or part of it is not paid by that date, then Independent School District No. 709 retains all rights which it has to reassert its claims against Timber Systems, LLC, for that sum. Timber Systems, LLC agrees, as part of this Change Order, to execute a Confession of Judgment in favor of Independent School District No. 709, that it will pay the sum of \$40,667 or any unpaid parts of that, by January 15, ~~2016~~, and if it has not paid that sum, or parts of that sum, then Independent School District No. 709, shall be entitled to a Judgment against Timber Systems, LLC, for that remaining balance. The sum due on this agreed amount from Timber Systems, LLC of \$40,667 shall also accumulate additional interest at the rate of 4% on the unpaid balance from August 1, 2014. *RLH*

Independent School District No. 709 and its construction manager, engineers and other parties have additional claims against Timber Systems, LLC for additional sums. Independent School District No. 709 and those other entities retain all rights regarding those claims, and those claims are not waived by this Agreement. These entities include, but are not limited to, LHB, JCI, Kraus-Anderson and Qualtim. Timber Systems, LLC retains all defenses which it has regarding those other additional claims and those other additional claims are not included in the Confession of Judgment.

Attachments: LHB Drawing A2.23R Level 2 Floor Plan - Area C dated 06/12/14.
 Timber Systems Drawing E20 Cafeteria Truss Connections Plan dated 05/27/14.
 Timber Systems Drawing E12 Additional Truss Connection Details dated 05/27/14.
 Timber Systems Drawing E13 Additional Truss Connection Details dated 05/27/14.
 Timber Systems Drawing E14 T1 Truss Web Reinforcements dated 05/27/14.
 Timber Systems Drawing E15 T2 Truss Web Reinforcements dated 05/27/14.
 Timber Systems Drawing E16 T1R Truss Web Reinforcements dated 05/27/14.
 Timber Systems Drawing E17 T2R Truss Web Reinforcements dated 05/27/14.
 Timber Systems Drawing E18 T1L Truss Web Reinforcements dated 05/27/14.
 Timber Systems Drawing E19 T2I Truss Web Reinforcements dated 05/27/14.
 Timber Systems Drawing 217 Connection Fabrication Details dated 05/27/14.
 Timber Systems Drawing 219 Connection Fabrication Details dated 05/27/14.
 Timber Systems Drawing 220 Connection Fabrication Details dated 05/27/14.
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 Timber Systems Drawing 232 Connection Fabrication Details dated 05/27/14.
 Timber Systems Drawing 233 Connection Fabrication Details dated 05/27/14.
 Timber Systems Drawing 234 Connection Fabrication Details dated 05/27/14.

The original Contract Sum was	\$	<u>521,532.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>521,532.00</u>
The Contract Sum will be unchanged by this Change Order in the amount of	\$	<u>0.00</u>
The new Contract Sum including this Change Order will be	\$	<u>521,532.00</u>

The Contract Time will be increased by Zero (0) days.

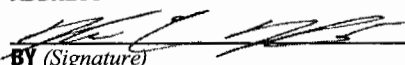
The date of Substantial Completion as of the date of this Change Order therefore is August 15, 2014.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

LHB, Inc.

ARCHITECT *(Firm name)*
 21 West Superior Street,
 Duluth, MN 55802

ADDRESS


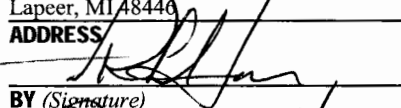
BY *(Signature)*
 Kevin C. Holm

(Typed name)
 June 25, 2014

DATE

Timber Systems, LLC

CONTRACTOR *(Firm name)*
 162 South Saginaw Street
 Lapeer, MI 48440

ADDRESS


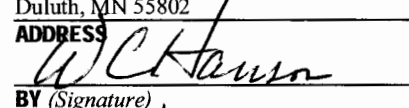
BY *(Signature)*
 Roger L. Harris

(Typed name)
 6/27/14

DATE

Independent School District No. 709
 Duluth Public Schools

OWNER *(Firm name)*
 215 North First Avenue West
 Duluth, MN 55802

ADDRESS


BY *(Signature)*
 Bill Hanson

(Typed name)
 7/18/2014

DATE