

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Monday, May 8, 2017
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

1. Financial Report

A. <u>Financial Report</u>	<u>4</u>
B. <u>Approval of Payment of Claims</u>	
This item is attached as an "extra".	
C. <u>Budget Revisions</u>	<u>29</u>
D. <u>Wire Transfers</u>	<u>31</u>
E. <u>Investment Transactions</u>	<u>32</u>
F. <u>APU Projections</u>	<u>33</u>
G. <u>Fundraisers</u>	<u>34</u>
H. <u>Child Nutrition Breakfast and Lunch Meal Price Increase</u>	<u>35</u>
1) Attached please find the recommendation to increase the adult school lunch price in order to comply with MDE and USDA regulations.	
2) Attached please find the recommendation to increase the child school lunch price in order to comply with the Healthy Hunger Free Kids Act of 2010.	

Recommendation: It is recommended that the Duluth School Board approve the meal price increases as outlined in the attached documents.

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

A. <u>Bids</u>	
1) <u>Bid #1258 - Playground Rubber Mulch Replacement</u>	<u>37</u>
Attached are the Bid Tab and recommendation letter which reflect the bids received related to the scope of the work required for this project.	
To be considered is the fact that funds used for this project will defer projects in the Ten Year Capital Plan for up to three years. This impact could be mitigated in some manner if an alternative method of financing such as the sale of bonds is considered.	

Recommendation: It is recommended that the Duluth School Board approve entering into an agreement with the contractor as listed on the recommendation letter based on their low responsible bid as provided in response to Bid #1238 - Playground Rubber Mulch Replacement.

It is further recommended that the Duluth School Board authorize the Board Chair to sign and process all necessary documents related to this agreement.

B. R.F.P.s - None

C. Quotes - None

3. **Policies and Regulations** - None

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

A. Contracts

1) Professional Services Agreement with RSP & Associates, LLC 53

Attached is a professional services agreement with RSP. RSP has completed the Enrollment Analysis phase of the contract and administration is recommending that we move forward with the Boundary Analysis and Public Facilitation phases of the contract.

Recommendation: It is recommended that the Duluth School Board approve moving forward with the Boundary Analysis and Public Facilitation phases of the contract with RSP & Associates, LLC.

2) Myers-Wilkins Community School Collaborative (MWCSC) 70

Attached is an agreement with MWCSC in the amount of \$61,164.00.

Recommendation: It is recommended that the Duluth School Board approve this agreement with MWCSC in the amount of \$61,164.00.

3) PEIP Insurance Renewal 77

Attached is a renewal of the group application for the Minnesota Public Employees Insurance Program for the period 7/1/17 - 6/30/18.

Recommendation: It is recommended that the Duluth School Board approve the PEIP Insurance renewal.

4) **PLACEHOLDER - Lake Superior Swim Club** **79**

Attached is an agreement with Lake Superior Swim Club.

Recommendation: It is recommended that the Duluth School Board approve this agreement.

B. Change Orders

1) **PLACEHOLDER - Other Change Orders**

C. Leases

1) Northwood Children's Service - Chester Creek Academy 88

Attached is a lease from Northwood Children's Services for Chester Creek Academy. This three year agreement will have an annual cost of \$66,300.

Recommendation: It is recommended that the Duluth School Board approve this

three year lease agreement with Northwood Children’s Services in the annual amount of \$66,300.

5. Resolutions

- A. B-5-17-XXXX - Acceptance of Donations to Duluth Public Schools. 97

Recommendation: It is recommended that the Duluth School Board approve Resolution B-5-17-XXXX.

- B. B-5-17-XXXX Designation of the Superintendent as the Identified Official with Authority (IOwA) for Minnesota Department of Education (MDE) SERVS Financial 98

Recommendation: It is recommended that the Duluth School Board approve Resolution B-5-17-XXXX.

- C. PLACEHOLDER - Sale of Property

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

- A. Expenditure Contracts 99

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of April 2017.

- B. Revenue Contracts 123

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of April 2017.

- C. No Cost Contracts 138

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of April 2017.

- D. Change Orders Signed - None

- E. Facilities Management & Capital Project Status Report

7. Future Items

- A. Duluth Energy Systems Steam Contract (June)

- B. Woodland Hills Lease Renewal

- C. FY18 Budget Approval (June)

- D. Property/Liability/Auto Insurance Renewal (August)

- E. Ten-Year Capital Facilities Plan - 2017 Update (June/July)

- F. Policy Updates

Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 03/31/17

	2/28/2017	3/31/2017	1	2	3	4	5	6	7	8 & 9	10	11	12
			General Fund	Food Service	Transportation	Community Education	Operating Capital	Construction	Debt Service	Trust & Agency	Dental	Student Activities	
			1	2	3	4	5	6	7	8 & 9	10	11	12
Total													
Cash and investments	2/28/2017	\$ 142,071,181	\$ 12,755,766	\$ 859,355	\$ (3,164,347)	\$ 2,187,438	\$ (2,267,448)	\$ 1,061,831	\$ 127,466,420	\$ 1,713,165	\$ 332,761	\$ 1,126,239	
Receivables (increase)/decrease -		75,597	74,492	786	(7,291)	7,390	-	-	0	(0)	221	-	
Payables increase/(decrease) -		93,731	(98,422)	24,527	54,656	89,363	23,606	(0)	0	-	-	-	
Revenues increase/(decrease) -		11,170,470	8,212,313	313,851	484,608	601,567	153,525	0	825,012	668	75,046	503,878	
Expenditures (increase)/decrease -		(9,264,414)	(7,181,788)	(293,545)	(669,513)	(530,375)	(129,725)	-	(450)	-	(66,953)	(392,065)	
Cash and investments	3/31/2017	\$ 144,146,564	\$ 13,762,361	\$ 904,974	\$ (3,301,886)	\$ 2,355,383	\$ (2,220,043)	\$ 1,061,831	\$ 128,290,983	\$ 1,713,833	\$ 341,075	\$ 1,238,053	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance		FY2017	FY2016	Variance			
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$31,217	\$31,217
Interest	304	36	268	745.8	579	472	107	22.8	57	57
Tuition, Fees, Admissions	416	243	173	71.0	2,351	2,446	(95)	(3.9)	4,412	4,412
Other Local Revenues	192	135	57	41.9	1,597	1,740	(143)	(8.2)	1,672	1,942
State Sources	9,708	9,561	147	1.5	61,907	61,404	503	0.8	85,757	86,712
Federal Aids from MDE	214	135	79	58.2	4,019	3,785	234	6.2	8,405	8,566
Federal Direct Aids	-	-	0	N/A	1,707	1,895	(188)	(9.9)	3,002	3,008
Local Sales	338	119	219	N/A	1,215	1,418	(203)	N/A	1,847	1,848
Sale of Bonds or Loans	-	-	0	N/A	94,127	-	94,127	N/A	0	6,238
Total Revenues	11,170	10,229	941	9.2	167,503	73,160	94,343	129.0	136,369	143,999
<u>Expenditures</u>										
Salaries	5,014	4,843	(171)	(3.5)	39,586	38,994	(592)	(1.5)	62,316	62,855
Benefits	2,297	2,175	(122)	(5.6)	18,102	17,424	(678)	(3.9)	28,169	28,369
Purchased Services	1,458	1,119	(339)	(30.3)	8,501	8,579	78	0.9	13,432	13,931
Supplies & Materials	459	328	(131)	(39.9)	3,265	3,274	9	0.3	6,020	6,475
Chargebacks	-	-	0	N/A	0	1	1	99.9	38	72
Capital Expenditures	24	110	86	78.0	8,127	5,915	(2,212)	(37.4)	6,676	8,434
Debt Service	0	0	(0)	(733.3)	28,679	22,783	(5,896)	(25.9)	22,446	28,684
Other	12	16	4	27.5	173	156	(17)	(10.7)	891	854
Total Expenditures	9,264	8,591	(673)	(7.8)	106,432	97,126	(9,306)	(9.6)	139,988	149,675
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	1,906	\$1,638	268	16.4	61,071	(\$23,966)	85,037	354.8	(\$3,619)	(\$5,676)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$			\$			Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Levy	\$0	\$0		\$0	\$0		\$10,164	\$10,164
Interest	4	3	1	77	24	53	40	40
Tuition, Fees, Admissions	42	89	(47)	721	808	(87)	2,200	2,200
Other Local Revenues	34	59	(25)	561	714	(153)	260	437
State Sources	8,090	8,509	(419)	54,494	55,301	(807)	74,228	75,183
Federal Aids from MDE	43	16	27	2,593	2,362	231	5,871	6,097
Federal Direct Aids	0	0	0	45	44	1	135	141
Local Sales	0	0	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0	0	0
Total Revenues	8,212	8,676	(464)	58,491	59,253	(762)	92,898	94,263
Expenditures								
Salaries	4,460	4,298	(162)	35,017	34,497	(520)	55,296	55,867
Benefits	1,951	1,833	(118)	15,210	14,628	(582)	24,049	24,253
Purchased Services	630	504	(126)	4,601	4,550	(51)	6,962	7,437
Supplies & Materials	133	139	6	1,273	1,362	89	2,059	2,509
Chargebacks	0	0	0	(3)	(3)	(0)	(392)	(358)
Capital Expenditures	6	(12)	(18)	243	129	(114)	261	376
Debt Service	0	0	0	0	0	0	0	0
Other	2	14	12	119	103	(16)	668	637
Total Expenditures	7,182	6,776	(406)	56,460	55,266	(1,194)	88,903	90,720
Transfers In (Out)	0	0	0	(3,371)	(4,183)	0	(3,371)	(3,371)
Operating Excess (Deficit)	\$1,031	\$1,900	(869)	(\$1,340)	(\$196)	(\$1,144)	\$624	\$172

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,678	\$9,678	
Interest	4	3	47.1	77	24	219.5	40	40	
Tuition, Fees, Admissions	42	48	(12.7)	491	552	(61)	1,712	1,712	
Other Local Revenues	34	25	34.9	380	275	105	260	318	
State Sources	8,090	8,438	(4.1)	53,439	54,394	(955)	64,284	64,677	
Federal Aids from MDE	0	0	N/A	0	0	0	0	0	
Federal Direct Aids	0	0	N/A	0	0	0	0	0	
Local Sales	0	0	N/A	0	0	0	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0	
Total Revenues	8,170	8,514	(4.0)	54,388	55,245	(857)	75,974	76,425	
Expenditures									
Salaries	3,770	3,589	(181)	29,355	28,723	(632)	46,407	46,650	
Benefits	1,647	1,535	(112)	12,168	11,580	(588)	19,491	19,596	
Purchased Services	539	439	(100)	4,157	3,975	(182)	6,209	6,290	
Supplies & Materials	71	94	23	939	1,054	115	1,433	1,700	
Chargebacks	0	(1)	(1)	(10)	(8)	2	(1,661)	(1,657)	
Capital Expenditures	6	(12)	(18)	202	104	(98)	180	271	
Debt Service	0	0	0	0	0	0	0	-	
Other	0	2	2	71	59	(12)	(81)	(116)	
Total Expenditures	6,033	5,646	(387)	46,882	45,487	(1,395)	71,978	72,733	
Transfers In (Out)	0	0	0	(3,371)	(4,183)	0	(3,371)	(3,371)	
Operating Excess (Deficit)	\$2,137	\$2,868	(731)	\$4,134	\$5,575	(\$1,441)	\$624	\$320	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	FY2017		FY2016	FY2017		FY2016	Variance	Adopted	Revised
	\$	\$	\$	\$	\$	\$			
Levy	\$0	\$0	\$0	\$0	\$0	\$0	N/A	\$487	\$487
Interest	0	0	0	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	41	(41)	230	256	(26)	(10.1)	488	488
Other Local Revenues	0	34	(34)	181	439	(258)	(58.9)	0	120
State Sources	0	71	(71)	1,054	907	147	16.2	9,944	10,506
Federal Aids from MDE	43	16	27	2,593	2,362	231	9.8	5,871	6,097
Federal Direct Aids	0	0	0	45	44	1	2.4	135	141
Local Sales	0	0	0	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	0	0	0	N/A	0	0
Total Revenues	43	162	(119)	4,103	4,008	95	2.4	16,924	17,839
Expenditures									
Salaries	690	709	19	5,662	5,774	112	1.9	8,889	9,217
Benefits	304	298	(6)	3,041	3,048	7	0.2	4,558	4,657
Purchased Services	92	65	(27)	444	575	131	22.8	753	1,147
Supplies & Materials	62	45	(17)	334	308	(26)	(8.4)	626	808
Chargebacks	0	1	1	7	5	(2)	(48.3)	1,269	1,299
Capital Expenditures	(0)	0	0	41	25	(16)	(64.2)	80	105
Debt Service	0	0	0	0	0	0	N/A	0	0
Other	2	12	11	48	44	(4)	(10.0)	750	753
Total Expenditures	1,149	1,130	(19)	9,578	9,779	201	2.1	16,924	17,987
Transfers In (Out)	0	0	0	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$1,106)	(968)	(138)	(\$5,474)	(\$5,771)	\$297	5.1	\$0	(\$149)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	
Other Local Revenues	2	1	114.2	10	8	20.5	5	10	
State Sources	19	18	3.6	131	130	0.7	166	166	
Federal Aids from MDE	178	119	50.0	1,424	1,375	3.6	2,371	2,371	
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0	
Local Sales	115	119	(3.7)	823	778	5.7	1,198	1,198	
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	
Total Revenues	314	257	22.1	2,387	2,291	4.2	3,740	3,745	
Expenditures									
Salaries	92	84	(10.1)	802	792	(1.2)	1,182	1,180	
Benefits	44	36	(21.8)	343	304	(39)	459	459	
Purchased Services	9	3	(183.3)	64	31	(33)	83	83	
Supplies & Materials	145	153	8	1,206	1,178	(28)	2,172	2,174	
Chargebacks	0	0	N/A	1	1	0	168	168	
Capital Expenditures	4	0	(4)	50	61	11	34	62	
Debt Service	0	0	N/A	0	0	0	0	0	
Other	0	0	N/A	10	13	3	15	15	
Total Expenditures	294	276	(6.4)	2,476	2,380	(96)	4,114	4,141	
Transfers In (Out)	0	0	N/A	0	0	0	0	0	
Operating Excess (Deficit)	\$20	(\$19)	206.9	(\$89)	(\$89)	\$0	(\$374)	(\$397)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	85	0	85	5	74
State Sources	485	363	33.5	2,869	1,936	933	5,812	5,812
Federal Aids from MDE	0	0	N/A	0	0	0	0	0
Federal Direct Aids	0	0	N/A	0	0	0	0	0
Local Sales	0	0	N/A	0	0	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
Total Revenues	485	363	33.5	2,954	1,936	1,018	5,817	5,886
Expenditures								
Salaries	109	103	(6.1)	869	777	(92)	1,257	1,257
Benefits	78	76	(2.6)	590	563	(27)	839	839
Purchased Services	465	483	3.7	2,676	2,574	(102)	3,884	3,884
Supplies & Materials	17	18	7.6	199	144	(55)	384	389
Chargebacks	0	0	N/A	0	1	1	1	1
Capital Expenditures	0	0	N/A	280	178	(102)	181	245
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	N/A	0	1	1	1	1
Total Expenditures	670	680	1.5	4,614	4,238	(376)	6,547	6,616
Transfers In (Out)	0	0	N/A	0	0	0	0	0
Operating Excess (Deficit)	(\$185)	(\$317)	41.7	(\$1,661)	(\$2,302)	\$641	(\$730)	(\$730)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2017		FY2016		FY2017		FY2016		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%		
Lewy	\$0	N/A	\$0	N/A	\$0	N/A	\$0	N/A	\$945	\$945
Interest	0	N/A	0	N/A	0	N/A	0	N/A	0	0
Tuition, Fees, Admissions	168	9.2	154	9.2	1,348	1.1	1,333	1.1	1,596	1,596
Other Local Revenues	4	311.1	3	311.1	100	(15.7)	119	(19)	98	109
State Sources	437	12.6	388	12.6	2,132	13.9	1,872	260	2,384	2,384
Federal Aids from MDE	(7)	N/A	(7)	N/A	2	(96.6)	48	(46)	163	98
Federal Direct Aids	0	N/A	0	N/A	730	(17.0)	879	(149)	1,934	1,934
Local Sales	0	N/A	0	N/A	0	N/A	0	0	0	0
Sale of Bonds or Loans	0	N/A	0	N/A	0	N/A	0	0	0	0
Total Revenues	602	10.8	543	10.8	4,312	1.4	4,251	61	7,121	7,067
Expenditures										
Salaries	291	(1.7)	286	(1.7)	2,336	(2.1)	2,289	(47)	3,767	3,736
Benefits	136	(7.7)	126	(7.7)	1,052	(5.6)	996	(56)	1,593	1,590
Purchased Services	96	12.0	109	12.0	643	17.5	779	136	1,204	1,188
Supplies & Materials	7	60.5	17	60.5	149	3.6	154	5	296	287
Chargebacks	0	N/A	0	N/A	2	3.7	2	0	260	260
Capital Expenditures	0	N/A	0	N/A	14	(370.3)	3	(11)	7	17
Debt Service	0	N/A	0	N/A	0	N/A	0	0	0	0
Other	1	32.2	2	32.2	23	(54.4)	15	(8)	181	176
Total Expenditures	530	1.8	540	1.8	4,218	0.5	4,238	20	7,308	7,254
Transfers In (Out)	0	N/A	0	N/A	0	N/A	0	0		
Operating Excess (Deficit)	\$71	2,273.0	\$3	2,273.0	\$94	\$81	\$13	\$81	(\$188)	(\$188)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$2,452	\$2,452
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	1	2	(29.5)	19	61	(68.2)	17	23
State Sources	152	114	33.4	859	563	52.6	906	906
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	1	199	(99.4)	0	1
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	154	116	32.3	880	823	6.9	3,374	3,382
Expenditures								
Salaries	61	66	7.0	562	587	4.2	815	815
Benefits	26	27	3.9	245	240	(2.1)	328	328
Purchased Services	24	10	(144.8)	159	142	(12.3)	356	397
Supplies & Materials	3	0	N/A	147	62	(137.1)	487	494
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	14	0	N/A	5,468	3,583	(1,885)	4,647	5,665
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	5	0	(5)	8	8
Total Expenditures	130	103	(25.9)	6,586	4,614	(42.7)	6,639	7,705
Transfers In (Out)	0	0	N/A	3,371	4,183	0.0	3,371	3,371
Operating Excess (Deficit)	\$24	\$13	83.1	(\$2,336)	\$392	(695.9)	\$106	(\$953)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance		FY2017	FY2016	Variance		\$0	\$0
Levy	\$0	\$0	0	N/A	\$0	\$0	0	N/A	0	0
Interest	0	0	0	N/A	1	1	0	41.2	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	0	0	0	N/A	17	168	(151)	(90.0)	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	18	169	(151)	(89.2)	0	0
Expenditures										
Salaries	0	6	6	100.0	0	52	52	99.1	0	0
Benefits	0	2	2	100.0	0	18	18	100.0	0	0
Purchased Services	0	5	5	100.0	0	83	83	100.0	0	0
Supplies & Materials	0	1	1	100.0	0	56	56	100.0	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	122	122	100.0	2,071	1,961	(110)	(5.6)	1,547	2,070
Debt Service	0	0	0	100.0	0	0	0	0.0	0	0
Other	0	0	0	N/A	0	5	5	100.0	0	0
Total Expenditures	0	136	136	100.0	2,072	2,175	103	4.8	1,547	2,070
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	(\$136)	\$136	100.0	(\$2,053)	(\$2,006)	(\$47)	(2.4)	(\$1,547)	(\$2,070)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%	\$	\$	%
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$17,655	\$17,655	0
Interest	299	31	865.2	493	438	12.5	0	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	0
Other Local Revenues	0	0	N/A	0	0	N/A	0	0	0
State Sources	526	169	211.1	1,406	1,434	(28)	2,261	2,261	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0	0
Federal Direct Aids	0	0	N/A	932	972	(40)	933	933	0
Local Sales	0	0	N/A	0	0	N/A	0	0	0
Sale of Bonds or Loans	0	0	N/A	94,127	0	94,127	0	6,238	0
Total Revenues	825	200	312.5	96,957	2,844	94,113	20,849	27,087	3,309.2
<u>Expenditures</u>									
Salaries	0	0	N/A	0	0	N/A	0	0	0
Benefits	0	0	N/A	0	0	N/A	0	0	0
Purchased Services	0	0	N/A	0	0	N/A	0	0	0
Supplies & Materials	0	0	N/A	0	0	N/A	0	0	0
Chargebacks	0	0	N/A	0	0	N/A	0	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0	0
Debt Service	0	0	N/A	28,679	22,783	(5,896)	22,446	28,684	(25.9)
Other	0	0	N/A	0	0	N/A	0	0	0
Total Expenditures	0	0	N/A	28,679	22,783	(5,896)	22,446	28,684	(25.9)
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	0
Operating Excess (Deficit)	\$825	\$200	312.3	\$68,279	(\$19,939)	\$88,218	(\$1,598)	(\$1,598)	442.4

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017		FY2016		FY2017		FY2016		Adopted	Revised
	\$	%	\$	%	\$	%	\$	\$	\$	
Lewy	1		2		8		9		16	16
Interest	0		0		0		0		0	0
Tuition, Fees, Admissions	0		0		0		0		0	0
Other Local Revenues	0		0		0		0		200	200
State Sources	0		0		0		0		0	0
Federal Aids from MDE	0		0		0		0		0	0
Federal Direct Aids	0		0		0		0		0	0
Local Sales	0		0		0		0		0	0
Sale of Bonds or Loans	0		0		0		0		0	0
Total Revenues	1	(66.6)	2	(1)	8	(66.6)	9	(1)	216	216
Expenditures										
Salaries	0		0		0		0		0	0
Benefits	0		0		200		200		200	200
Purchased Services	0		0		0		0		0	0
Supplies & Materials	0		0		0		0		0	0
Chargebacks	0		0		0		0		0	0
Capital Expenditures	0		0		0		0		0	0
Debt Service	0		0		0		0		0	0
Other	0		0		0		0		0	0
Total Expenditures	0	N/A	0	0	200	N/A	200	0	200	200
Transfers In (Out)	0		0		0		0		0	0
Operating Excess (Deficit)	\$1	(66.6)	\$2	(\$1)	(\$192)	(66.6)	(\$191)	(\$1)	\$16	\$16

BALANCE SHEET

	ASSETS		FUND BALANCES		RESERVED FOR:	
	03/31/17	06/30/16	03/31/16	03/31/17	06/30/16	03/31/16
Cash / Investments	\$144,147	\$75,303	\$61,913		\$0	\$0
Taxes & Credits Receivable	3,594	21,123	3,499		186	184
Accounts / Interest Receivable	652	790	396		99	103
Due from Other Funds	0	280	0		0	103
Due from Other MN Districts	0	1,337	0		148	185
Due From MDE	8,372	8,722	7,585		0	0
Due From Federal thru MDE	0	3,056	0		0	0
Due From Federal - Direct	0	762	0		0	0
Due from Other Governments	0	84	0		0	0
Inventory	186	186	184		0	0
Prepays	80	99	59		0	0
Total Assets	\$157,031	\$111,743	\$73,636			
LIABILITIES						
Tax and Aid Anticipation Payable	\$ -	\$ -	\$ -		2,070	3,734
Accrued Interest Payable	0	0	0		1,059	1,864
Salaries Payable	629	14,083	837		30	46
Accounts Payable	44	1,742	154		46,315	47,259
Due to Other Funds	0	280	0		1,716	1,625
Due to Other MN Districts	0	79	0		0	0
Due to Other Governments	0	0	0		0	0
Claims Payable	182	182	317		414	435
Deferred Revenue	7	279	13		1,071	837
Taxes Levied for Subsequent Yr.	33,583	33,583	33,794		255	155
Property tax shift	0	(0)	0		0	0
Total Liabilities	\$34,444	\$50,228	\$35,115		67,932	(19,065)
Total Fund Balance				\$122,587	\$61,515	\$38,521
Liabilities & Fund Balance	\$157,031	\$111,743	\$73,636			

BALANCE SHEET

	ASSETS	03/31/17	06/30/16	03/31/16	FUND BALANCES	03/31/17	06/30/16	03/31/16
Cash / Investments		\$13,762	\$8,180	\$17,123	Reserved for:			
Taxes & Credits Receivable		(8,233)	9,296	(8,879)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable		26	102	227	Nonspendable Inventory	84	84	90
Due from Other Funds		0	0	0	Nonspendable Prepays	89	89	94
Due from Other MN Districts		0	1,314	0	Staff Development	-	-	103
Due From MDE		7,972	8,073	7,182	Teacher Dev & Eval	148	148	185
Due From Federal thru MDE		0	2,914	0	Basic skills	0	0	0
Due From Federal - Direct		0	68	0	Learning development	0	0	0
Due from Other Governments		0	84	0	Integration	0	0	0
Inventory		84	84	90	Gifted and Talented	0	0	0
Prepays		80	89	59	Pupil Transportation Safety	0	0	0
					ECFE	0	0	0
Total Assets		<u>\$13,691</u>	<u>\$30,205</u>	<u>\$15,802</u>	Community Education	0	0	0
					Community Services	0	0	0
					Operating Capital	0	0	0
					Facilities	0	0	0
					Alternative facilities	0	0	0
					Restricted Programs	0	0	0
					Escrow Account	0	0	0
					Severance-Insurance Prem	0	0	-
					Encumbrances	0	0	0
					Area Learning Center	414	414	435
					Designated for:			
					Textbooks	0	0	0
					Carryovers	255	255	155
					Operating Capital	0	0	0
					Referendum	0	0	0
					Undesignated	1,719	3,060	3,638
Total Liabilities		<u>\$10,982</u>	<u>\$26,155</u>	<u>\$11,102</u>	Total Fund Balance	<u>\$2,710</u>	<u>\$4,050</u>	<u>\$4,700</u>
					Liabilities & Fund Balance	<u>\$13,691</u>	<u>\$30,205</u>	<u>\$15,802</u>

BALANCE SHEET

Duluth Public Schools - ISD #709
 March 17
 Food Service Fund

	03/31/17	06/30/16	03/31/16	FUND BALANCES	03/31/17	06/30/16	03/31/16
ASSETS							
Cash / Investments	\$905	\$854	\$1,013	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	102	102	94
Accounts / Interest Receivable	3	10	10	Nonspendable Inventory	1	1	1
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	61	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	102	102	94	Gifted and Talented	0	0	0
Prepaids	0	1	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$1,010	\$1,027	\$1,117	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES							
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Operating Capital	0	0	0
Accrued Interest Payable	0	0	0	Facilities	0	0	0
Salaries Payable	196	48	176	Alternative facilities	0	0	0
Accounts Payable	1	78	5	Restricted Programs	0	0	0
Due to Other Funds	0	0	0	Escrow Account	0	0	0
Due to Other MN Districts	0	0	0	Endowment	0	0	0
Due to Other Governments	0	0	0	Encumbrances	0	0	0
Claims Payable	0	0	0	Designated for:	0	0	0
Deferred Revenue	0	0	0	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	709	798	841
Total Liabilities	\$197	\$126	\$181	Total Fund Balance	\$812	\$901	\$936
				Liabilities & Fund Balance	\$1,010	\$1,027	\$1,117

BALANCE SHEET

March 17

Transportation Fund

	ASSETS	03/31/17	06/30/16	03/31/16	FUND BALANCES	03/31/17	06/30/16	03/31/16
	Cash / Investments	(\$3,302)	0	0	Reserved for:	\$0	\$0	\$0
	Taxes & Credits Receivable	33	89	3	Severance	0	0	0
	Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	2	2	2
	Due from Other Funds	0	23	0	Nonspendable Prepaids	0	0	0
	Due from Other MN Districts	23	23	31	Staff Development	0	0	0
	Due From MDE	0	0	0	Reemployment comp	0	0	0
	Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
	Due From Federal - Direct	0	0	0	Learning development	0	0	0
	Due from Other Governments	0	0	0	Desegregation	0	0	0
	Inventory	0	0	0	Gifted and Talented	0	0	0
	Prepaids	0	2	0	Pupil Transportation Safety	0	0	0
					ECFE	0	0	0
	Total Assets	<u>(\$3,246)</u>	<u>(\$1,853)</u>	<u>(\$3,973)</u>	Community Education	0	0	0
					Community Services	0	0	0
	LIABILITIES				Operating Capital	0	0	0
	Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
	Accrued Interest Payable	413	55	398	Alternative facilities	0	0	0
	Salaries Payable	10	99	26	Restricted Programs	0	0	0
	Accounts Payable	0	0	0	Escrow Account	0	0	0
	Due to Other Funds	0	0	0	Endowment	0	0	0
	Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
	Due to Other Governments	0	0	0	Designated for:			
	Claims Payable	0	0	0	Textbooks	0	0	0
	Deferred Revenue	0	0	0	Operating Capital	0	0	0
	Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	(3,670)	(2,010)	(4,399)
	Property tax shift	0	0	0	Total Fund Balance	<u>(\$3,668)</u>	<u>(\$2,008)</u>	<u>(\$4,397)</u>
	Total Liabilities	<u>\$423</u>	<u>\$155</u>	<u>\$424</u>	Liabilities & Fund Balance	<u>(\$3,246)</u>	<u>(\$1,853)</u>	<u>(\$3,973)</u>

BALANCE SHEET

	ASSETS	03/31/17	06/30/16	03/31/16	FUND BALANCES	03/31/17	06/30/16	03/31/16
Cash / Investments		\$2,355	\$1,385	\$2,036	Reserved for:			
Taxes & Credits Receivable		595	595	636	Severance	\$0	\$0	\$0
Accounts / Interest Receivable		30	28	2	Nonspendable Inventory	0	0	0
Due from Other Funds		0	0	0	Nonspendable Prepaids	7	7	6
Due from Other MN Districts		0	0	0	Staff development	0	0	0
Due From MDE		151	400	143	Reemployment comp	0	0	0
Due From Federal thru MDE		0	81	0	Basic skills	0	0	0
Due From Federal - Direct		0	694	0	Learning development	0	0	0
Due from Other Governments		0	0	0	Desegregation	0	0	0
Inventory		0	0	0	Gifted and Talented	0	0	0
Prepaids		0	7	0	Pupil Transportation Safety	0	0	0
					ECFE	276	276	268
Total Assets		<u>\$3,130</u>	<u>\$3,190</u>	<u>\$2,817</u>	Community Education	694	694	534
					Community Services	322	322	254
					Operating Capital	0	0	0
					Facilities	0	0	0
					Alternative facilities	0	0	0
Tax and Aid Anticipation Payable		\$0	\$0	\$0	Restricted Programs	30	30	46
Accrued Interest Payable		0	0	0	Escrow Account	0	0	0
Salaries Payable		611	542	553	Endowment	0	0	0
Accounts Payable		2	108	3	Encumbrances	0	0	0
Due to Other Funds		0	117	0	Designated for:			
Due to Other MN Districts		0	0	0	Textbooks	0	0	0
Due to Other Governments		0	0	0	Operating Capital	0	0	0
Claims Payable		0	0	0	Undesignated	94	0	13
Deferred Revenue		1	1	1	Total Fund Balance	<u>\$1,422</u>	<u>\$1,329</u>	<u>\$1,121</u>
Taxes Levied for Subsequent Yr.		1,095	1,095	1,139				
Property tax shift		0	0	0				
Total Liabilities		<u>\$1,708</u>	<u>\$1,862</u>	<u>\$1,696</u>				
					Liabilities & Fund Balance	<u>\$3,130</u>	<u>\$3,190</u>	<u>\$2,817</u>

BALANCE SHEET

	ASSETS	03/31/17	06/30/16	03/31/16	FUND BALANCES	03/31/17	06/30/16	03/31/16
Cash / Investments			\$139	(\$794)	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable		0	0	0	Severance	0	0	0
Accounts / Interest Receivable		0	0	2	Nonspendable Inventory	0	0	0
Due from Other Funds		0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts		0	0	0	Staff Development	0	0	0
Due From MDE		0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE		0	0	0	Basic skills	0	0	0
Due From Federal - Direct		0	0	0	Learning development	0	0	0
Due from Other Governments		0	0	0	Desegregation	0	0	0
Inventory		0	0	0	Gifted and Talented	0	0	0
Prepaids		0	0	0	Pupil Transportation Safety	0	0	0
					ECFE	0	0	0
Total Assets		<u>(\$2,220)</u>	<u>\$139</u>	<u>(\$792)</u>	Community Education	0	0	0
					Community Services	0	0	0
					Operating Capital	0	0	0
					Facilities	0	0	0
					Alternative facilities	0	0	0
Tax and Aid Anticipation Payable		\$0	\$0	\$0	Restricted Programs	0	0	0
Accrued Interest Payable		0	0	0	Escrow Account	0	0	0
Salaries Payable		131	53	127	Endowment	0	0	0
Accounts Payable		8	108	2	Encumbrances	0	0	0
Due to Other Funds		0	0	0	Designated for:			
Due to Other MN Districts		0	0	0	Textbooks	1,071	1,071	837
Due to Other Governments		0	0	0	School Carryover	0	0	0
Claims Payable		0	0	0	Operating Capital	0	0	0
Deferred Revenue		0	0	0	Undesignated	(3,430)	(1,094)	(1,758)
Taxes Levied for Subsequent Yr.		0	0	0				
Property tax shift		0	0	0				
Total Liabilities		<u>\$138</u>	<u>\$161</u>	<u>\$129</u>	Total Fund Balance	<u>(\$2,359)</u>	<u>(\$23)</u>	<u>(\$921)</u>
					Liabilities & Fund Balance	<u>(\$2,220)</u>	<u>\$139</u>	<u>(\$792)</u>

BALANCE SHEET

	ASSETS		FUND BALANCES			
	03/31/17	06/30/16	03/31/16	03/31/17	06/30/16	03/31/16
Cash / Investments	\$1,062	\$3,694	\$3,622			
Taxes & Credits Receivable	0	0	0	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	0	0	0
Due from Other Funds	0	0	0	0	0	0
Due from Other MN Districts	0	0	0	0	0	0
Due From MDE	17	17	17	0	0	0
Due From Federal thru MDE	0	0	0	0	0	0
Due From Federal - Direct	0	0	0	0	0	0
Due from Other Governments	0	0	0	0	0	0
Inventory	0	0	0	0	0	0
Prepays	0	0	0	0	0	0
Total Assets	\$1,079	\$3,711	\$3,639			
LIABILITIES						
Tax and Aid Anticipation Payable	\$0	\$0	\$0	2,070	2,070	3,734
Accrued Interest Payable	0	0	0	1,059	1,059	1,864
Salaries Payable	0	5	7	0	0	0
Accounts Payable	3	577	41	0	0	0
Due to Other Funds	0	0	0	0	0	0
Due to Other MN Districts	0	0	0	0	0	0
Due to Other Governments	0	0	0	0	0	0
Claims Payable	0	0	0	0	0	0
Deferred Revenue	0	0	0	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	(2,052)	0	(2,007)
Property tax shift	0	0	0			
Total Liabilities	\$3	\$583	\$48	\$1,076	\$3,129	\$3,591
Liabilities & Fund Balance	\$1,079	\$3,711	\$3,639			

BALANCE SHEET

	ASSETS	03/31/17	06/30/16	03/31/16	FUND BALANCES	03/31/17	06/30/16	03/31/16
Cash / Investments		\$128,291	\$60,012	\$39,774	Reserved for:		\$0	\$0
Taxes & Credits Receivable		11,233	11,233	11,742	Severance	\$0	0	0
Accounts / Interest Receivable		558	558	128	Nonspendable Inventory	0	0	0
Due from Other Funds		0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts		0	0	0	Staff Development	0	0	0
Due From MDE		209	209	212	Reemployment comp	0	0	0
Due From Federal thru MDE		0	0	0	Basic skills	0	0	0
Due From Federal - Direct		0	0	0	Learning development	0	0	0
Due from Other Governments		0	0	0	Desegregation	0	0	0
Inventory		0	0	0	Gifted and Talented	0	0	0
Prepaids		0	0	0	Pupil Transportation Safety	0	0	0
					ECFE	0	0	0
Total Assets		<u>\$140,290</u>	<u>\$72,011</u>	<u>\$51,856</u>	Community Education	0	0	0
					Community Services	0	0	0
					Operating Capital	0	0	0
					Facilities	0	0	0
					Alternative facilities	0	0	0
					Restricted Programs	0	0	0
					Escrow Account	0	0	0
					Bond Refundings	46,315	46,315	47,259
					Encumbrances	0	0	0
					Designated for:			
					Textbooks	0	0	0
					Operating Capital	0	0	0
					Undesignated	72,982	4,704	(16,938)
					Total Fund Balance	<u>\$119,297</u>	<u>\$51,019</u>	<u>\$30,321</u>
					Liabilities & Fund Balance	<u>\$140,290</u>	<u>\$72,011</u>	<u>\$51,856</u>

BALANCE SHEET

ASSETS	03/31/17	06/30/16	03/31/16	FUND BALANCES	03/31/17	06/30/16	03/31/16
Cash / Investments	\$1,238	\$1,078	\$1,264	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,238</u>	<u>\$1,078</u>	<u>\$1,264</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,238	1,078	1,264
Property tax shift	0	0	0	Total Fund Balance	<u>\$1,238</u>	<u>\$1,078</u>	<u>\$1,264</u>
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>				
				Liabilities & Fund Balance	<u>\$1,238</u>	<u>\$1,078</u>	<u>\$1,264</u>

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 03/31/2017

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
03/10/2017	V106466	CITISTREET FOR MSRS	97,242.54
03/10/2017	V79764	DULUTH FEDERATION OF TEA	34,425.91
03/10/2017	V107231	DULUTH TEACHERS CREDIT	7,794.00
03/10/2017	V106637	EBC - FLEX EFT	12,599.15
03/10/2017	V106636	EBC - TSA EFT	73,890.18
03/10/2017	V79771	EDUCATION MN CLERICAL EFT	1,344.04
03/10/2017	V102915	FEDERAL 941 PR TAXES	562,735.39
03/10/2017	V108066	MG TRUST	133,605.92
03/10/2017	V05173	MN CHILD SUPPORT EFT	1,605.78
03/10/2017	V102916	MN STATE PR TAXES	89,937.66
03/10/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	81,141.20
03/10/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	260,443.24
03/10/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,450,266.71
03/22/2017	V06645	MEDICA HEALTH PLAN (EFT)	181,385.20
03/22/2017	V106638	PEIP - HLTH EFT	1,274,032.12
03/22/2017	V80030	DELTA DENTAL PLAN OF MN(EFT)	66,952.71
03/22/2017	V104923	HARRIS BANK	19,411.21
03/24/2017	V79764	DULUTH FEDERATION OF TEA	35,182.93
03/24/2017	V107231	DULUTH TEACHERS CREDIT	7,274.00
03/24/2017	V106637	EBC - FLEX EFT	12,599.15
03/24/2017	V106636	EBC - TSA EFT	75,049.41
03/24/2017	V79771	EDUCATION MN CLERICAL EFT	1,364.98
03/24/2017	V102915	FEDERAL 941 PR TAXES	616,276.00
03/24/2017	V108066	MG TRUST	132,633.73
03/24/2017	V05173	MN CHILD SUPPORT EFT	1,605.78
03/24/2017	V108320	MN DEPT OF REVENUE EFT	399.88
03/24/2017	V102916	MN STATE PR TAXES	98,817.48
03/24/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	102,704.77
03/24/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	265,720.68
03/24/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,612,737.97
			<u>7,311,179.72</u>

ISD 709 - Duluth Public Schools
GF Investment Activity for FY 2017
As of March 31, 2017

Beginning Investment Balance (February 28, 2017) \$ **320,165.19**

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)
N/A				

Total Purchases \$ -

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)
N/A				

Total Maturities \$ -

Other items:

Add:	Money Market Funds Interest (March)	\$	46.96
	Beginning Value Adjustment		
	Other Interest/Cash Balance on Account (Reverse)		

Deduct:	Transaction Fees/Other		
	Market Value Adjustment		-

Total Other \$ **46.96**

Ending Investment Balance (March 31, 2017) \$ **320,212.15**

Note: Ending Investment Balance as of March 31, 2016 was \$ 3,054,445.04

Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2017
May-17

Grade Levels	May Enrollment Progression <i>to PU</i>					FINAL EOY
	May Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	APU 1516
KG	547	1.003088408	548.69	1.00	548.69	555.82
HK	58	1.037524797	60.18	1.00	60.18	81.92
Gr 1-3	1936	0.997390526	1930.95	1.00	1930.95	1927.37
Gr 4-6	1758.13	0.986871474	1735.05	1.00	1735.05	1744.57
Gr 7-8	1166.91	0.969392556	1131.19	1.20	1357.43	1323.83
Gr 9-12	2666.05	0.960844683	2561.66	1.20	3073.99	3138.15
Sub-Total	8132.09	5.955112445			8706.29	8771.66
Other APU Generators						
	May Enrollment Progression <i>to PU</i>					
Early Childhood	249	0.369300575	91.96	1.000	91.96	86.97
Early Childhood Details	Final Count	May 1 Count	Final PU			
13-14	368	214	83.09			
14-15	371	252	93.34			
15-16	367	248	86.97			
16-17*		249	91.96			
Resident Tuition						
Resident Tuition Details	Total APU				34.88	
13-14	36.47					
14-15	32.90					
15-16	35.28					
16-17*	34.88					
ALC						
ALC Details	Total APU				258.79	
13-14	237.86					
14-15	278.11					
15-16	260.40					
16-17*	258.79					
Projected Total APU					8798.24	8858.63
Budgeted APU					8778.60	
Net					19.64	

* Projected

** Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

EOY: End of Year

Memo

To: Douglas Hasler, DFO/Executive Director of Business Services

From: Pamela Bowe, R.D.L.D. Supervisor Child Nutrition

Date: April 19, 2017

Re: Adult Price Increase

Handwritten signature of Pamela Bowe in cursive script.

The Department of Education, Nutrition, Health and Youth Development and USDA have informed us that the minimum price for adult meals has increased. The minimum price of adult meals has increased to \$3.85 for lunch. Meals purchased by adults must be priced high enough so that the cost of the meal is fully paid by the customer. The Child Nutrition Department proposes that we raise our adult lunch price to \$3.85 in order to cover raw food and labor costs. The breakfast meal price would remain at \$2.25.

This increase for the adult lunch meals would begin on June 13, 2017.

Enclosure

CHILD NUTRITION MEMORANDUM

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

From: Pamela Bowe, R.D.L.D. Supervisor Child Nutrition

Date: 4/19/2017

Re: Breakfast and Lunch Meal Price Increase

PB RDL

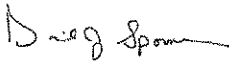
Due to the Healthy Hunger-Free Kids Act of 2010, signed into law December, 2010, requiring schools to charge students for paid meals at a price that is, on average, equal to the difference between the federal free meal reimbursements and any state reimbursements, and paid meal reimbursement. Schools that currently charge less are required to gradually increase their prices over time until they meet the requirement. Because our current lunch price does not meet the paid lunch equity price we are required to increase our lunch price by ten cents.

Current Paid Lunch Prices		Proposed Paid Lunch Prices	
Elementary	\$2.40	Elementary	\$2.50
Secondary	\$2.65	Secondary	\$2.75

Also, the Act establishes a maximum annual increase in the required paid increases of \$.10 annually. The weighted average for a paid meal is \$2.86 and the Child Nutrition Department must adjust their average lunch price toward the \$2.86.

Memorandum

To: Doug Hasler
School Board Members

From: Dave Spooner 

Date: May 2, 2017

Re: BID #1258 – Playground Rubber Mulch Replacement

The above bid was advertised according to statute and School Board Policy. Three (3) bids were received in response to the School District's notice for bids for the District Wide Rubber Mulch Replacement Project. The attached Bid Tab and recommendation letter reflect the bids received related to the scope of work.

Please consider when discussing this Playground Rubber Mulch Project, that the identified projects in the attached 10 Year Capital Plan will be deferred in some fashion for up to 3 years, along with any unforeseen LTFMR projects. This impact could be mitigated in some manner if an alternative method of financing such as the sale of bonds to pay for LTFMR projects is considered.

Recommendation:

It is recommended that the Duluth School Board approve entering into a contract with the contractor as listed on the recommendation letter based on their low responsible bid as provided in response to BID #1258 – Playground Rubber Mulch Replacement.

The authority to enter into such agreement is granted per action taken by the School Board at the May 16th regular School Board meeting in which the Duluth School Board authorized the School Board Chair to enter into such agreement.

Enclosures



PROJECT: Rubber Mulch Replacement,
Bid Number 1258

SUBJECT: Bid Review, Assessment and Recommendation

MEMO DATE: May 3, 2017

FROM: Luke Sydow
SAS+Associates
Duluth, MN 55802

TO: Dave Spooner- ISD 709
Independent School District #709
215 N. 1st Ave East
Duluth, MN 55802

Dear David,

We have been in contact with the low bidder for the above project, A Plus Landscaping LLC, who teamed with Bluemels, to verify their qualifications. Both companies have indicated their ability to do the work within the timeline required and will meet the objectives of the board.

A Plus Landscaping LLC and Bluemels have provided a bid for Option 3, replacement of the rubber mulch over a three year period, and opted not to bid on Option 1 or Option 2. In discussions with the contractors, SAS has determined the following reasons providing a bid only for Option 3 -

- a. Short construction season
- b. Prior work load
- c. Limited "qualified" crews
- d. Lower costs over three years

Required Contractor Qualifications:

1. Certified Playground Installer, **Provided**
2. Warranty of existing equipment, Certified Landscape Structures Inc. Installer **Provided**
3. Proper disposal of shredded tire mulch, **A Plus Landscaping LLC is currently working to provide State of Minnesota/MPCA authorization.**

If the district moves forward with the project, SAS+Associates recommends the A Plus Landscaping LLC/Bluemels team in the amount of **\$1,217,493 - \$468,576 in 2017, \$620,016 in 2018 and \$128,901 in 2019**. Bluemels is to remove and reinstall the playground equipment, while A Plus Landscaping LLC is to be responsible for all other site and landscape work. A Plus Landscaping must provide, **prior to contracting, ALL** appropriate government approvals for disposal of the shredded tire mulch.

Regards,

Luke Sydow, PLA
Principle



BACK POCKET MATERIALS

The process of removing rubber mulch from playgrounds and replacing it with an alternative surface is a new concept to Duluth, and furthermore, to the state of Minnesota. When being replaced by Engineered Wood Fiber (EWF), it becomes a multi-discipline project with the rubber removal/disposal, equipment removal and reinstallation, re-grading and drainage and installation of the EWF. Since many of these steps were unfamiliar to us, we reached out to contractor/vendors we felt were knowledgeable in their respective areas. Using the estimates provided, we formulated our overall projected cost estimate. After studying the three bids we learned of a few details of the project that may have led to higher than anticipated costs:

- The desire for higher-quality EWF (tamarack) limited product availability in the state.
- The requirement to maintain the warranties on all equipment, and the request for a certified playground installer, which limited the number of contractors qualified to bid.
- The few contractors qualified to bid did not have the necessary availability to complete the work in the coming summer or in the next two years, limiting the bids to only Option 3.

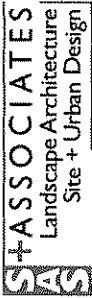
It is unfortunate that ISD 709 had to navigate the steep learning curve of this process first, but hopefully these real-world numbers will be beneficial to others embarking on similar projects across the state.

ISD 709 Rubber Mulch Replacement

Cost per School

May 1, 2017

	Homecroft	Lakewood	Laura Mac	Lester	Lincoln	Lowell	Myers	Ordean	Piedmont
Aplus Landscape	\$152,586	\$159,354	\$156,155	\$159,154	\$67,096	\$158,568	\$145,854	\$61,805	\$151,921



BID TABULATION

RUBBER MULCH REPLACEMENT

ISD 709 BID #1258

SAS Project #: 16-0140

Bid Date & Time: April 27, 2017 @ 2pm local time

Contractor	Sub-Contractors	Option 1	Option 2	Option 3	2017 Cost	2018 Cost	2019 Cost	Addenda Acknowledged	Bid Security	Responsible Contractor Form
A Plus Landscaping	Bluemels	NO BID	NO BID	1,217,493	468,576	620,016	128,901	1,2	√	√
New Look Contracting	SafetyFirst	NO BID	NO BID	1,295,500	610,000	680,000	225,000	1,2	√	√
Urban Companies	Bluemels	NO BID	NO BID	1,515,000	659,500	443,500	192,500	1,2	√	√

CAPITAL FACILITIES PLAN

Presented to the Duluth School Board

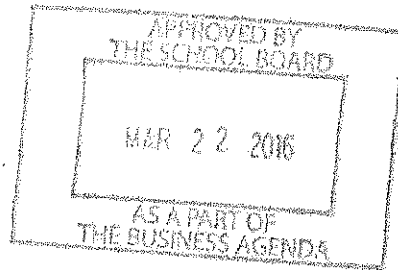
March 22, 2016

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

RESOLUTION

Ten-Year Capital Facilities Plan – 2016 Update

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Ten-Year Capital Facilities Plan – 2016 Update, is approved.



DRAFT Capital Facilities Plan - Projects by Year

REVISED

3/7/16 1:49:22 PM

July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

Budget Year FY17

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Myers-Wilkins	Replace Windows and Exterior Masonry Repairs	\$844,000
Old Central	Repair Damaged Concrete Roof Tile	\$35,000
Old Central	Ceiling Finishes: Replace Gymnasium Acoustical Tile and Abate Asbestos Adhesive	\$170,000
Old Central	Electrical: Replace 1926 Gymnasium Lighting (Salvaged T5 HB)	\$70,000
Old Central	Chimney - Temporary Repairs Total Restoration Est. \$400,000	\$70,000
Old Central	Regrade and Repave 3rd Street entrance to correct leak to boiler room and storm sewer - code	\$300,000
Old Central	Replace 20 Year Old Carpeting Unity	\$35,700
	FY17 TOTAL	\$1,814,700

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

Budget Year FY18

BUILDING	WORK ITEM DESCRIPTION	EST. COST
Congdon Park	Plumbing: Replace Lavatory Wash Fountains	\$20,000
Denfeld	Repair/replace damaged and degraded sidewalk 6th Street	\$50,000
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Lakewood	Roof System: Replace Roof	\$850,000
Ordean East MS	24yr Old Gym Floor Refinish	\$60,000
Ordean East MS	Exterior Door Replacement - 8 leaf hollow metal/wood to Aluminum	\$100,000
Stowe	Replace Damaged and Non-CPSC Playground Equipment	\$165,000
Stowe	Replace Damaged Playground Pavement	\$65,000
	FY18 TOTAL	\$1,600,000

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

Budget Year FY19

BUILDING	WORK ITEM DESCRIPTION	EST. COST
Congdon Park	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$223,904
Congdon Park	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$450,000
Denfeld	Repair Resurface Track	\$250,000
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Lakewood	HVAC: Ductwork Cleaning	\$80,000
Lowell	Wall Finishes: Paint Interior	\$136,000
Lowell	HVAC: Ductwork Cleaning	\$140,000
Old Central	Fire Alarm Systems: Outdated System	\$150,096
Old Central	Roof replacement sections 2B, 7B,7C,8. Boiler Roof	\$130,000
	FY19 TOTAL	\$1,850,000

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

Budget Year FY20

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
East High School	Roof System: Replace Roof - Pool/Gym 1994 Addition	\$265,500
Homecroft	Regrade and replace failed drainage in field area to correct wet and hazardous conditions	\$50,000
Old Central	Roof System: Replace original Roof Slate 1926 Addition	\$571,894
Old Central	Vehicular Paving: Resurface Asphalt Parking Lots	\$75,000
Old Central	Repair/Replace Exterior Stairs	\$600,000
Old Central	Exterior Doors: Replace Overhead Doors	\$70,000
Old Central	Interior Doors: Replace Boiler Room Door	\$2,839
Old Central	Superstructure: Replace Steel Beams under front entrance destroyed by corrosion	\$30,000
Old Central	Repair/replace temperature control system (Fy26 Proj. Phased Levy)	\$170,000
	FY20 TOTAL	\$2,125,233

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

Budget Year FY21

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
East High School	Roof System: Replace Roof - South Class Rooms 1994	\$292,050
East High School	Roof System: Replace Roof - Music Wing	\$115,960
Old Central	Replace Concrete Roofing Tile Roofing (Fy23 Proj. Phased Levy)	\$1,500,000
Stowe	HVAC: Ductwork Cleaning	\$130,000
Transportation	Roof System: Replace Roof	\$57,094
	FY21 TOTAL	\$2,385,104

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

Budget Year FY22

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Old Central	Service Tunnels: Floor Vapor Barrier	\$35,000
Old Central	Exterior Windows: Replace windows (Fy23 Proj. Phased Levy)	\$550,000
Old Central	Superstructure: Patch Plaster at Exterior Walls	\$23,576
Old Central	Exterior Restoration Clock Tower and Roof Level Chimneys (Fy23 Proj. Phased Levy)	\$1,350,000
Old Central	Exterior Restoration 1973 Addition (Loading Dock and roof level walls above) (Fy23 Proj. Phased Levy)	\$320,000
Old Central	Hazardous Components: Abatement	\$50,000
	FY22 TOTAL	\$2,618,576

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

Budget Year FY23

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Old Central	Exterior Wall Restoration Boiler, Hallway, and stack (Fy23 Proj. Phased Levy)	\$460,000
Old Central	Exterior Wall Restoration North Wing (Fy23 Proj. Phased Levy)	\$600,000
Old Central	Exterior Wall Restoration 1926 Addition (Gym) (Fy23 Proj. Phased Levy)	\$740,000
Old Central	Exterior Wall Restoration East Wing (Fy23 Proj. Phased Levy)	\$700,000
Old Central	Hazardous Components: Abatement	\$80,000
	FY23 TOTAL	\$2,870,000

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

Budget Year FY24

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Old Central	HVAC: Replace Ventilation All Floors (FY26 Phased 3yr Levy)	\$1,200,000
Old Central	Ceiling Finishes: Replace 40yr old Acoustical Ceiling Tile (FY26 Phased 3yr Levy)	\$500,000
Old Central	Hazardous Components: Abatement (Fy26 Proj. Phased Levy)	\$230,000
Old Central	Exterior Walls Restoration West Wing (Inspecc 05/21/15 estimate)	\$870,000
	FY24 TOTAL	\$3,090,000

DRAFT Capital Facilities Plan - Projects by Year

REVISED

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

Budget Year FY25

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Old Central	Dehumidification Chiller and Piping Mains(FY26 Proj. Phased Levy)	\$950,000
Old Central	Heating System Conversion - Steam to Hot Water (FY26 Proj. Phased Levy)	\$1,135,490
Old Central	Replace 80-116 yr.-old Domestic Water Piping (FY26 Proj. Phased Levy)	\$750,000
Old Central	Replace Ventilation All Floors (FY26 Proj. Phased Levy)	\$200,000
	FY25 TOTAL	\$3,325,490

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

Budget Year FY26

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Old Central	Replace Underground Sanitary Sewer Lines (FY26 Proj. Phased Levy)	\$375,000
Old Central	Replace Ventilation All Floors (FY26 Proj. Phased Levy)	\$2,800,000
Stowe	Wall Finishes: Paint Interior	\$120,000
	FY26 TOTAL	\$3,585,000

STATEMENT OF WORK NO. RSP 00184

Pursuant to the Professional Services Agreement, dated as of this _____ day of _____, 2016 ("Agreement"), by and between RSP & Associates, LLC. ("Consultant"), and Duluth Public Schools, ISD 709, Saint Louis County, State of Minnesota ("Client" or "District").

CONSULTANT hereby submits this Statement of Work as a request for Professional Services under Section 2.0 of the Professional Services Agreement. The terms and conditions set forth in the Agreement are incorporated by reference and shall supersede any conflicting terms herein. This Statement of Work shall have effect only when signed by CLIENT and CONSULTANT.

The subject matter of this Statement of Work and the terms and conditions specifically applicable thereto are as follows:

1.0 Description of Professional Services. Professional services provided by Consultant to Client may include, but are not limited to, Consultant's designing, preparing, writing or analyzing one or more of the following: Board Redistricting Report, Boundary Reports, Demographic Reports, Enrollment Reports, Facilitation/Presentations, Facility Staffing Report, Maps, Site Analysis Reports or other analysis/reports as may be necessary to perform and carry out all of Consultant's obligations set forth in this Statement of Work. Any options shall be mutually agreed upon by the parties, and evidenced by an addendum hereto setting forth the descriptions, delivery dates, and prices for the same.

2.0 Purpose of Professional Services. The purpose of professional services is to assist and provide the client the following products, services, or analysis which are further defined in the Statement of Work section 7.0 and 10.0:

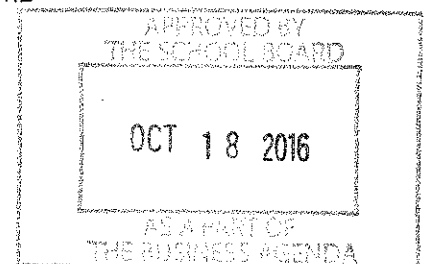
- 2.1 Enrollment Analysis
- 2.2 Boundary Analysis
- 2.3 Public Facilitation

3.0 Project Management.

3.1 Work Plan. All products will be a work in progress that will meet the deadlines stated in the Deliverable section (7) of the contract unless both the Client and Consultant agree upon another schedule.

3.2 Work Plan Management. At the request of the Client, the Consultant will provide a description of the status of a particular project.

3.3 Communications. All communications regarding any of the projects should be made to the consultant, Robert S. Schwarz, or those individuals in 4.2



4.0 Change Control.

4.1 Procedure. Changes to this Statement of Work may be made only in compliance with the terms of Section 19.0 of the Professional Services Agreement.

4.2 Client Changes. Only the following individuals may authorize changes for the Client:

Mr. William Gronseth, Superintendent
Duluth Public Schools, ISD 709

4.3 Consultant Changes. Only the following individuals may accept on behalf of Consultant any changes requested by the Client:

Robert Schwarz, Owner

5.0 **Technical Specifications**. Each report will be provided in hard copy and digitally in a PDF format unless otherwise notified by the Consultant.

6.0 **Quality Standards**. The products delivered to the Client will be of the highest quality and considered final after being presented and reviewed by the Client and any requested changes are made by Consultant.

7.0 Deliverables.

7.1 Consultant Deliverables Defined. The following are products, services or analysis that will be created by the Consultant under the Agreement.

a. The Enrollment Analysis and Report assists the District in understanding how the projected enrollment impacts capacity at each of its facilities. The report has analysis that projects the enrollment at each facility for the next five years with current boundaries. It includes tables, graphs, charts, and maps. Meetings with County and City planners, and developers are utilized to discuss land use, development policies, building permit trends, and future development plans to accurately factor for those variables in the Enrollment Projection Model.

b. Boundary Analysis provides redistricting options that are based on the Student Forecast Model (SFM) enrollment projections generated in the Enrollment Analysis Report. The report will document the public process, benchmark each option with respect to the boundary criteria the Board approves, and ultimately assist the District in understanding the possible solutions for the enrollment change to include, better utilization of existing facilities, the timing when new facilities or additions should be built, when new sites should be purchased, and/or if a bond referendum should be held. Large print maps and 11 x 17 maps are utilized to facilitate group discussions. (Option)

c. The Boundary Public Facilitation has consultant leading the facilitation process. The process will allow detailed exploration of options to better utilize facilities, grade configuration, or attendance area realignment. The consultant has created a process that integrated the following elements: Board of Education,

Administration, Committee, Community, and Consultants. The process will have two Board of Education meetings, five committee meetings, and two public forums. The process will include maps, charts, and discussions to provide a comprehensive recommendation to the Board of Education. (Option)

7.2 Client Deliverables Defined. The following are data or services to be provided by the client.

- a. The following Saint Louis County Auditors and Assessors data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - City Boundaries
 - County Boundaries
 - Plat and Subdivision Boundaries
 - School District Boundaries
 - Zip Code Boundaries
 - Census Boundaries
 - Roads
 - Parcels
 - Parcel Attribute fields
 - Public School Point Data
 - Private School Point Data
- b. The following city: Duluth, data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - Roads with Geocode attributes
 - Infrastructure (Water, Sewer, Electricity, and Gas)
 - Zoning Attributes
 - Long Range Planning attributes
- c. Other GIS or data files as needed to complete the reports, studies, or analysis
- d. Digital files produced by the Client that will assist in completing the scope of services.

7.3 Deliverables Date. Below are the dates for the Deliverables the Consultant will provide the Client:

- a. Enrollment Analysis – November 2016
- b. Boundary Analysis – March 2017 (Option)
- c. Public Facilitation – March 2017 (Option)

8.0 Pricing Terms.

8.1 Payment. The Statement of Work will be performed in the 2016/17 school year totaling Fifty Thousand Five Hundred and no/100 (\$50,500.00) plus travel and other reimbursable expenses. These services will be billed as follows:

- 2016/17 School Year
- There are three components to be completed beginning in the 2016/17 school year.
- Upon completion of the Enrollment Analysis Client will pay Consultant Thirteen Thousand and no/100 (\$13,000.00).
- The Client has the **option** of having the Consultant provide boundary analysis. Upon completion of the Boundary Analysis Client will pay Consultant Six Thousand and no/100 (\$6,000.00). This option is subject to school board approval.
- The Client has the **option** of having the Consultant facilitate a boundary process. Upon completion of the Public Facilitation Client will pay Consultant Thirty-one Thousand Five Hundred and no/100 (\$31,500.00). This option is subject to school board approval.

a. The above breakdown does not include the cost of all expenses associated with the final production of the work and the Deliverables. These printing expenses for the Enrollment Analysis will be charged to the Client not to exceed Five Hundred Dollars and no/100 (\$500.00) per report. Large Format printing is at the rate of \$42.00 per print (36 inches x 42).

b. Travel expenses will be submitted with the appropriate documentation for the Client to submit payment to the Consultant.

8.2 Contingency. The payment plan stated in 8.1 is contingent upon the Client utilizing Consultant services for the specified amount of time or providing the following data:

- a. If the Client is unable to provide the requested data as stated in 7.2, the Consultant will charge the Client the cost associated with obtaining the information in 7.2 which is not included in the prices listed in section 8.1, but only upon consent by the Client.

8.3 Additional Services. Any additional services shall be authorized in writing by Client prior to initiation and compensated at the rate of \$120.00 per hour unless otherwise negotiated by both parties. Public meetings RSP would need to attend not included in the services listed in 10.0 are Three Thousand and no/100 (\$3,000.00) plus any travel expenses.

9. Consultant Content. Consultant Content shall consist of at least the following:

- 9.1 Enrollment Projection Model
- 9.2 Population Projection Model

9.3 Analysis Work Products

Work Product.

- 9.1 Enrollment Analysis
 - a. Includes detailed analysis of the District enrollment.
 - b. Information about the Model Methodology
 - c. Information about the Types of Growth
 - d. Information about the residential development activity expected in the District.
 - e. 5-Year Enrollment Forecast
 - f. Tables with a likely projection for each facility in the District.
 - g. Maps that identify future growth areas.
 - h. Maps of current boundary and Facility enrollment history.

- 10.2 Boundary Analysis (Option)
 - a. Utilization of the Student Forecast Model (SFM) methodology.
 - b. Create as many as five options
 - c. Calculate the SES students for the 1st year.
 - d. The final product will have tables with likely Reside enrollment projection for each facility in the District.
 - e. Maps will be created for each boundary scenario.

- 10.3 Public Facilitation (Option)
 - a. Utilize the data and maps generated in 10.1 and 10.2 to facilitate a public process
 - b. Two meetings with Board of Education (one at the beginning and one at the end of the process)
 - c. Maximum five meetings with a boundary committee
 - d. Two public forums to educate and receive community comment
 - e. Includes time for meeting preparation and follow-up after meetings
 - f. Assist the District in understanding the possible solutions for the enrollment change to include, better utilization of existing facilities, the timing when new facilities or additions should be built, when new sites should be purchased, and when a bond referendum should be held.
 - g. Validation of community values to be introduced or integrated into the planning process

11. Client Content. Client Content may consist of the following elements:

- 11.1 Digital student data for each student with at minimum the fields of address, grade, gender, and ethnicity.
- 11.2 Digital shape-file of parcels in the District.
- 11.3 Digital street centerlines file for all streets in the District that has the appropriate fields for accurate geocoding.
- 11.4 Digital shape-file of all school sites in the District.
- 11.5 Digital shape-file of the current school boundaries for each attendance area.
- 11.6 City and County Future Planning Maps of the area within the District.
- 11.7 Any other data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text necessary for the completion of the project.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties have executed this Statement of Work by their duly authorized representatives as of _____, 20__.

CONSULTANT

RSP & ASSOCIATES, LLC

By: _____

Title: _____

Date: _____

CLIENT

Duluth Public Schools, ISD 709, Saint Louis County, State of Minnesota

By: _____

Title: School Board Chair

Date: _____

By: 

Title: Superintendent

Date: 9/14/14

By: _____

Name: _____
School Board Clerk

PROFESSIONAL SERVICES AGREEMENT

Between

RSP & Associates, LLC

and

Duluth Public Schools, ISD 709, Saint Louis County, State of Minnesota

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2014 (the "Effective Date"), by and between RSP & Associates, LLC, a Kansas limited liability company ("Consultant"), and Duluth Public Schools, ISD 709, a Minnesota public school corporation located in Saint Louis County, State of Minnesota ("Client").

Recitals

A. Client desires Consultant to provide certain professional services as described in the written Statement of Work (as defined below) as may be agreed upon by the parties in accordance with the terms of this Agreement (the "Professional Services"), and Consultant desires to provide such Professional Services.

B. The terms and conditions of this Agreement shall apply to and govern all Professional Services and Deliverables provided by Consultant to Client.

Agreement

The parties agree as follows:

1.0 Definitions. The following terms, when used in this Agreement, shall have the following meanings:

1.1 **Agreement.** "Agreement" shall mean this document, all Exhibits referenced herein and attached hereto, and all Statements of Work made pursuant to Section 3.

1.2 **Client Content.** "Client Content" shall mean anything provided by Client or its agents for incorporation into the Deliverable(s), including, but not limited to, any data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text, including all Intellectual Property rights therein.

1.3 **Confidential Information.** "Confidential Information" shall mean, with respect to a party hereto, (i) all information listed or identified as a "confidential record" or "trade secret," pursuant to the terms of Minnesota Code Chapter 22 or other information protected by FERPA, 20 U.S.C. Section 1232g. Confidential Information may include, but is not limited to, the Client Content and Consultant Content.

1.4 **Consultant Content.** "Consultant Content" shall mean anything provided by Consultant or its agents, including, but not limited to, any data, images, programming, computer code, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, solutions, designs, techniques, methods, methodologies, tools, processes, templates, improvements and other know-how and materials (collectively, "Solution Assets"), that are made, conceived, or developed by or for Consultant prior to or

independent of any Professional Services, any enhancements and modifications to and new Solution Assets created or acquired in the performance of Services that have generic application in the urban planning profession or are not unique to Client, and the Intellectual Property rights in any of the foregoing.

1.5 Work Product. "Work Product" means anything made, conceived, or developed by Consultant after the Effective Date in connection with the performance of Professional Services hereunder, including, but not limited to any data, images, programming, computer code, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials, including the Intellectual Property rights therein. Work Product does not include Consultant Content, Client Content or any third-party content.

1.6 Deliverable. "Deliverable" shall mean any item, software, Work Product, documentation, service, or material provided by Consultant to Client pursuant to this Agreement or any Statement of Work. Deliverables may be a combination, as appropriate, of Client Content, Consultant Content, Third Party Content, and Work Product.

1.7 Intellectual Property. "Intellectual Property" shall mean all inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how (whether or not protectable under trade secret laws), techniques and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, business methods, technical developments, artwork, software, programming, applets, scripts, and designs.

2.0 Services.

2.1 Professional Services. Client retains Consultant to provide, and Consultant agrees to provide, pursuant to this Agreement, the Professional Services specifically described in such Statement of Work as signed by both parties and attached to and incorporated into this Agreement.

2.2 Performance of Services. Consultant represents and warrants that: (i) it shall complete all tasks identified in a Statement of Work unless this Agreement is terminated as permitted by this Agreement; (ii) all services provided by Consultant to Client (including without limitation any support or explanation) will be performed in a timely, competent, professional, and workmanlike manner, using qualified Personnel in conformity with standards generally accepted in the planning profession; and (iii) Consultant is the lawful owner or licensee of any software or other programs used by Consultant in the performance of the services called for in this Agreement and has all rights necessary to convey to Client the license granted herein.

3.0 Statement of Work. "Statement of Work" shall include the following: The Statement(s) of Work shall include, as appropriate, description, background, scope, management approach, technical approach, quality approach, roles and responsibilities of each party, Deliverables, equipment and items (if any) to be delivered pertaining to the Deliverables, the equipment on which the Deliverables are to operate, any interfaces to be created, operating systems to be used, acceptance testing methodology, methods of delivery, a schedule of performance dates and milestones (including delivery dates for each Deliverable), and such pricing and payment terms as may be agreed to by the parties. The Statement(s) of Work may include such additional terms and conditions as the parties may wish to include; provided, however, that such terms do not conflict with the terms of this document. Any changes to the terms of this document must be made pursuant to Section 19.0 (Amendment) herein. In the event of a conflict between the terms of this Agreement and a Statement of Work, the terms of this Agreement shall govern, unless this Agreement specifically states that such provision may be varied or modified in the Statement of Work, in which case the Statement of Work shall govern. All Statements of Work shall be effective only when executed by both parties. All fully executed Statements of Work shall be deemed to be attached to and incorporated into this Agreement and governed by the terms of this Agreement.

4.0 Deliverables.

4.1 Development/Delivery of Deliverables. Development of the Deliverables, if any, shall proceed according to the Statement of Work, provided that Client delivers or provides access to all necessary information, equipment, materials and other items identified in a Statement of Work as being provided by Client in a timely fashion, and if not, then Consultant's obligations which are dependent on such shall be extended to reflect such delay. Consultant shall deliver the Deliverables to Client for approval as provided in Section 4.2 on the dates as specified therein.

4.2 Delivery of Deliverables. Consultant may deliver a draft of the Deliverables, if requested, to Client no later than one week prior to the Deliverables Date set forth in Section 7.3 of the Statement of Work. Consultant shall meet with Client to review the draft of the Deliverables, and shall thereafter deliver a true and complete copy of the Deliverables to Client no later than the Scheduled Delivery Date set forth in the Statement of Work.

5.0 Change Orders. A Statement of Work may be amended by the parties in a writing executed by both parties. During the term of a Statement of Work, Consultant will work with Client to make any changes to the scope of services required in a particular Statement of Work which are requested by Client. If Consultant reasonably believes that any change request, individually or collectively, is not feasible or would materially affect Consultant's ability to timely complete, or complete within budget, an agreed upon component of the services to be performed by Consultant, then the change shall be subject to approval by Consultant, which approval shall not be unreasonably withheld, and relevant changes to any timelines or milestones and compensation specified in the Statement of Work shall be negotiated to equitably adjust for the changes in scope as well.

6.0 Term of Agreement. This Agreement shall be effective from the Effective Date until terminated as provided for in Section 7, Termination, below.

7.0 Termination.

7.1 This Agreement may be terminated by either party immediately if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach (if such breach is curable) within thirty (30) days of receipt of the notice specifying the nature of the default.

7.2 This Agreement may be terminated by either party for any reason by providing the other party with sixty (60) days prior written notice.

8.0 Effect of Termination.

8.1 Payment of Fees. In the event of a termination by either party, but subject to any rights and remedies available to Client in the event of an uncured breach by Consultant or non-conforming work, Client shall pay Consultant according to the applicable Statement of Work for all undisputed amounts due for services rendered and work performed (including work-in-progress) up to the date of termination.

8.2 Return of Confidential Information. Except to the extent retention is required by applicable law, within ten (10) days after the termination or expiration of this Agreement, each party shall return to the other all Confidential Information of the other party related thereto (and any copies thereof) in the party's possession or, with the prior written approval of the other party, destroy all such Confidential Information.

8.3 Effect on Intellectual Property Rights. Except for a breach of Sections 9.0 (Intellectual Property Rights and License) or Section 12.0 (Confidentiality), the rights and licenses granted under Section 9.0 (Intellectual Property Rights and License), if any, shall continue in full force and effect in accordance with their terms notwithstanding any termination of this Agreement or a Statement of Work.

9.0 Intellectual Property Rights and License.

9.1 Copyright. Client acknowledges that all or part of the Work Product may be copyrighted, trademarked, or patented solely by Consultant. All Work Product shall be marked as follows: "© (year) by RSP & Associates, LLC, All rights reserved."

9.2 License of Consultant Content and Work Product. All Intellectual Property rights in and to the Consultant Content and Work Product are and shall remain the sole and exclusive property of Consultant. Notwithstanding the foregoing, Consultant agrees that during the term of this Agreement, and thereafter upon receipt of payment in full of the fees required under this Agreement, Consultant grants to Client a royalty free, non-exclusive, irrevocable, worldwide, perpetual license to use any Consultant Content and

Work Product incorporated into the Deliverables for the purposes specified in the Statement of Work. Client shall not use any reverse engineering methods, make derivative works or distribute the Consultant Content or Work Product in violation of this Agreement. Any and all copies of the Deliverables shall include Consultant's copyright notice. The Work Product is not a work for hire under the Copyright Act.

9.3 Client Content. Client shall not be required to provide any Client Content unless specifically required in the applicable Statement of Work. In such a case, Client shall deliver the Client Content to Consultant in a standard electronic file format specified in the applicable Statement(s) of Work, at such times as may be specified in the Statement(s) of Work or as may be reasonably necessary. Except as may otherwise be provided in a Statement of Work or necessary to prepare a Deliverable, Consultant shall only use the Client Content in the form provided by Client and solely to provide the Professional Services to Client. Consultant shall not use the Client Content for any other purpose. All Intellectual Property rights in the Client Content are and shall remain the sole and exclusive property of Client or its third party licensors.

10.0 Fees and Payments.

10.1 Fees. All Professional Services will be performed for the Service Fee set forth in the Statement of Work.

10.2 Payment. Terms of payment for all work performed under this Agreement shall be net 30 days from date of receipt by Client of an invoice.

11.0 **Compliance with Laws**. Consultant represents and warrants its performance under this Agreement will comply with all applicable federal and state laws, rules, regulations and standards and Client policies provided to Consultant in advance, in writing. Consultant further agrees that while on District property and/or while providing services under this Agreement where contact with District staff and/or students is expected or possible, Consultant will abide by all laws, regulations and Client policies and rules regarding smoking prohibitions, appropriate conduct provisions (including but not limited to bullying and harassment) and sex offender restrictions.

12.0 **Confidentiality**. Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not commercialize or disclose the other party's Confidential Information to any person or entity, except to its own and the other party's personnel, having a need to know. Each party agrees that it will not use or permit its personnel to use any Confidential Information for purposes other than in connection with performance of its duties under this Agreement. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable diligence and care. Notwithstanding the foregoing, each party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall use commercially reasonable

efforts to: (i) first notify the other of such request or requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; (ii) attempt to obtain the other party's consent to such disclosure; and (iii) in the event consent is not given, agree to allow the disclosing party to file a motion to quash, or take a similar procedural step to frustrate the production or publication of information. Nothing herein shall require either party to fail to honor a subpoena, court or administrative order or requirement on a timely basis. Each party shall cooperate with the other in an effort to limit the nature and scope of any required disclosure of Confidential Information.

13.0 **Limitation of Liability.**

13.1 Limitation of Liability. Except to the extent such limitations are prohibited by applicable law and except in the case of gross negligence or willful misconduct, neither Client nor Consultant shall be liable under this Agreement for any indirect, incidental, special, punitive or consequential damages. Except in the case of Consultant's gross negligence or willful misconduct, or except in the case of Consultant's violation of the Intellectual Property Rights of a third party, in no event will the total aggregate liability of Consultant for any claims, losses or damages arising out of this agreement exceed an amount equal to 3 times the total amount of fees and other consideration actually received by Consultant under this Agreement. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of any other remedies.

13.2 Limitation of Warranties. Consultant warrants that the services performed hereunder shall be performed in a competent and workmanlike manner with qualified personnel. Consultant further warrants, and subject to the accuracy of any data provided by Client, that any calculations made by Consultant shall be true and accurate in all material respects at the time the calculations were made. In the event of a breach of this Section 13.2, Consultant shall, at no additional cost or expense to Client, but as Client's sole remedy, reperform the related services. **CONSULTANT MAKES NO IMPLIED WARRANTIES, WHICH ARE HEREBY DISCLAIMED BY CLIENT.**

14.0 **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

15.0 **Assignment.** This Agreement shall be binding upon the parties and their respective successors, representatives and permitted assigns. Except as set forth herein, neither party may assign this Agreement or the obligations contained herein, nor may either party delegate its duties except upon receipt of the other party's written approval. Client may, however, without such prior written consent, assign and delegate this Agreement to an affiliate and in conjunction with the sale of all or substantially all of its assets, or a reorganization (including in bankruptcy) or merger with another entity.

- 16.0 Severability.** If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
- 17.0 Waiver.** Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.
- 18.0 Survival Past Termination or Expiration.** The following provisions shall survive termination or expiration of this Agreement: Sections 8.0 (Effect of Termination), 9.0 Intellectual Property Rights and License), 10.0 (Fees and Payment), 11.0 (Compliance With Laws), 12.0 (Confidentiality), 13.0 (Limitation of Liability), and 18.0 (Survival).
- 19.0 Amendment.** This Agreement and the Statement(s) of Work which it governs may be amended only by a subsequent written agreement signed by both parties which specifically identifies itself as a written amendment to this Professional Services Agreement.
- 20.0 Counterparts.** This Agreement may be executed in two (2) or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all parties.
- 21.0 Indemnification.** Consultant shall indemnify, defend, and hold Client and its officers, directors, employees, attorneys, and agents harmless from and against any and all liability or expenses of any kind or nature whatsoever (including reasonable attorney fees and costs) finally awarded arising out of or in connection with any third party claims for (i) negligence on the part of Consultant or its officers, employees, or agents; (ii) material uncured breach of the Agreement and/or Statement of Work by Consultant or its officers, employees, or agents; and (iii) violation of any applicable law or intellectual property right of a third party by Consultant or its officers, employees, or agents; provided, however, that Client shall not be indemnified from any such liability or expenses which results from negligence on the part of Client or its officers, employees or agents, or from claims by patrons.
- 22.0 Notice.** Any notice required or permitted under this Agreement will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the U.S. mail, postage prepaid, and addressed to the party as follows: (a) notice to Consultant must be sent to Robert Schwarz, 7111 West 151st Street, Suite 12, Overland Park Kansas 66223; (b) notice to Client must be sent to Mr. Bill Gronseth, Superintendent, 215 North 1st Avenue East, Duluth, Minnesota 55802.
- 23.0 Law; Forum.** This Agreement shall be governed exclusively by Minnesota law. The parties agree that any litigation or other disputes, actions, or claims related to this Agreement and/or the Statement of Work shall be initiated and maintained only in the U.S. District Court for the Southern District of Minnesota or the District Court for Saint Louis County, Minnesota.

24.0 Independent Contract. The relationship between the parties is that of independent contract. No joint venture, partnership, agency, or employment relationship exists between the parties as a result of this Agreement and/or Statement of Work. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement, or document. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.

25.0 Force Majeure. Notwithstanding anything contained in this Agreement or the Statement of Work to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement and/or Statement of Work (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of contingencies beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specific period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

26.0 Insurance. Consultant shall maintain such types and amounts of insurance as are standard in Consultant's industry.

All such insurance shall be effective throughout the duration of this Agreement and for claims made within one year thereafter. All such insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Minnesota.

Consultant shall use its best efforts to name Duluth Public Schools, ISD 709 as an additional insured on the insurance policies, so long as doing so does not require substantial additional expense. Certificates evidencing such insurance must be provided to Client by Consultant. No policy shall be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to Client.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties represent, by the signatures below, that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

CONSULTANT

RSP & ASSOCIATES, LLC

By: _____

Title: _____

Date: _____

CLIENT

Duluth Public Schools, ISD 709, Saint Louis County, State of Minnesota

By: W. Bruce Aronoff

Title: President, Board of Directors

Date: 9/14/16

ATTEST:

By: _____

Name: _____
Secretary, Board of Directors

DH
4/25/17
70

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Myers Wilkins Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District, has been awarded a \$66,632 grant (the "Grant") through the Minnesota Department of Education for the purpose of implementing a school and community partnership entitled "Full Service Community School" (the "Project").

Whereas, the District, acting as fiscal agent of the Project, entered into a Memorandum of Understanding (MOU), as evidenced in Exhibit A of the Grant, with the above named Contractor to provide programs and or services awarded under the Grant.

Now therefore, in consideration of the foregoing, and of the mutual promises and covenants herein, the parties agree to the following terms and conditions of this agreement:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 15th, 2017 and shall remain in effect until June 30th, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Performance under this agreement is defined in the Memorandum of Understanding.
3. **Reimbursement.** In consideration of the performance of the Contractor and 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 \$61,164. 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.**
Payment: In consideration of the performance of Partners of their obligations pursuant to this Agreement, District agrees to reimburse the Collaborative for services and expenses in performing said obligations as detailed in the FSCS Grant Agreement and approved budget. Payment will occur quarterly.
Requests for Reimbursement: The Collaborative shall request reimbursement using the Collaborative's official invoice. This invoice must be submitted within 30 days of the end of the period being billed for.
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.** 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 71 performed pursuant to this Agreement.

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

9. **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 Superintendent, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Jennifer Eddy, Myers Wilkins Community School Collaborative, 1027 N. 8th Ave. East, Duluth, MN 55805.

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

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

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

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

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

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

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.

Myers-Wilkins Community School Collaborative 41-2002724
Contractor SSN/ Tax Identification Number Date

Jennifer Eddy
Executive Director - Myers-Wilkins Community School Collaborative Date 4/1/17

Ann H. Pahl
Principal - Myers-Wilkins Elementary School Date 4/5/17

Director of Business Service / Superintendent of Schools Date

ISD 709 School Board Chair Date

OFFICIAL GRANT AWARD NOTIFICATION

GRANTEE INFORMATION Organization Name Official with Authority Name/Title Address City/State/Zip (including 4 digits) Phone/Email	Duluth School District – ISD 709 Myers Wilkins Elementary Bill Gronseth, Superintendent 215 N 1 st Ave E Duluth MN 55807 218-336-8752 william.gronseth@isd709.org																				
GRANTEE PROJECT STAFF Program Contact Name Phone/Email Business Mgr/Accountant Name Phone/Email	Jennifer Eddy 218-336-8860 x8 jen.eddy13@gmail.com Peggy Blalock 218-336-8716 peggy.blalock@isd709.org																				
GRANT PROJECT TITLE	Full Service Community Schools																				
FUNDING/ENCUMBRANCE INFORMATION GMS NUMBER: SWIFT Contract Number: 118053 SWIFT Vendor Number: 0000194009 Purchase Order Number: 3000014418 Funding Source/Legislative Authority: Minnesota Statutes, section 124D.231 UFARS Source Code Number: 01S370	<table border="1"> <thead> <tr> <th data-bbox="792 806 971 919">STATE FISCAL YEAR</th> <th data-bbox="971 806 1170 919">2017</th> </tr> </thead> <tbody> <tr> <td data-bbox="792 919 971 968">Fund</td> <td data-bbox="971 919 1170 968">1000</td> </tr> <tr> <td data-bbox="792 968 971 1016">FinDeptID</td> <td data-bbox="971 968 1170 1016">E373F130</td> </tr> <tr> <td data-bbox="792 1016 971 1064">AppropID</td> <td data-bbox="971 1016 1170 1064">E37A246</td> </tr> <tr> <td data-bbox="792 1064 971 1113">Account</td> <td data-bbox="971 1064 1170 1113">441402</td> </tr> <tr> <td data-bbox="792 1113 971 1161">PC Bus Unit</td> <td data-bbox="971 1113 1170 1161"></td> </tr> <tr> <td data-bbox="792 1161 971 1209">Project ID</td> <td data-bbox="971 1161 1170 1209"></td> </tr> <tr> <td data-bbox="792 1209 971 1257">Activity ID</td> <td data-bbox="971 1209 1170 1257"></td> </tr> <tr> <td data-bbox="792 1257 971 1306">Source</td> <td data-bbox="971 1257 1170 1306"></td> </tr> <tr> <td data-bbox="792 1306 971 1360">Amount</td> <td data-bbox="971 1306 1170 1360">\$66,632.00</td> </tr> </tbody> </table>	STATE FISCAL YEAR	2017	Fund	1000	FinDeptID	E373F130	AppropID	E37A246	Account	441402	PC Bus Unit		Project ID		Activity ID		Source		Amount	\$66,632.00
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Source																					
Amount	\$66,632.00																				
AWARD PERIOD Start Date: November 30, 2016 End Date: June 30, 2018 This is a two year grant. Continuation grant awards are not an option.	ORIGINAL AWARD AMOUNT \$66,632.00																				
MDE AUTHORIZED REP/PROGRAM Name: Bobbie Burnham Division/Office #: Early Learning Services P-03 Phone/Email: 651-582-8414 bobbie.burnham@state.mn.us	GRANT SPECIALIST Name: Deb Rose Division/Office # Grant Services – W13 Phone/Email: 651-582-8853 debra.rose@state.mn.us																				

STATE OF MINNESOTA - MN Department of Education

Grantee: Duluth ISD #709
 Program Name: Full Service Community Schools
 Grant ID: 3871 Previously: -
 Period: 11/30/2016-6/30/2018
 Total Award: 66,632.00 Total Match: 0.00
 Return/Mail To: Deb Rose
 Department of Education
 Grant Services Division
 1500 Highway 36 W
 Roseville, MN 55113
 Phone: (651) 582-8853
 Email: debra.rose@state.mn.us

SFY 2017 Start 11/30/2016 End 6/30/2017 budget 66,632.00 match 0.00 Expenditures Through: 7/9/1905 Claim Number: 0

Category Name	Current Reimbursement Period Date				Match	Expended	Balance	Current	Balance	Current	Financial Reporting Form
	Grant	Expended	Balance	Current							
110 Administration/Supervision	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Fill in Only "Current" columns. Enter actual expenditures for the period and the amount of advance "SPEND DOWN". State of Minnesota Grant Manager Initials/Date
140 Licensed Classroom Teacher	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
141 Non-Licensed Classroom Personnel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
145 Substitute Teacher Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
170 Non-Instructional Support	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
185 Other Salary Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
186 Other Salary Payments-Nonlicensed/Noncertified	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
195 Interdept. Employee Salary & Wage-NON FED ONLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
210 FICA/Medicare	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 adn 3801-3812).

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 Roseville, MN 55113

Phone: (651) 582-8853
 Email: debra.rose@state.mn.us

214 PERA	0.00	0.00	0.00	0.00	0.00	0.00
218 TRA	0.00	0.00	0.00	0.00	0.00	0.00
220 Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00
230 Life Insurance	0.00	0.00	0.00	0.00	0.00	0.00
235 Dental Insurance	0.00	0.00	0.00	0.00	0.00	0.00
240 Long Term Disability	0.00	0.00	0.00	0.00	0.00	0.00
250 Tax Sheltered Annuities/MN Deferred Comp	0.00	0.00	0.00	0.00	0.00	0.00
251 Employer Sponsored HRA	0.00	0.00	0.00	0.00	0.00	0.00
270 Worker's Compensation	0.00	0.00	0.00	0.00	0.00	0.00
280 Unemployment Compensation	0.00	0.00	0.00	0.00	0.00	0.00
295 Interdepartment Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00
305 Consulting Fees/Fees for Services-NON FED ONLY	61,164.00	0.00	61,164.00	0.00	0.00	0.00
320 Communication Services (Phone, internet, etc.)	468.00	0.00	468.00	0.00	0.00	0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 adn 3801-3812).

Completed By _____ Phone _____ Authorized By _____ Phone _____

STATE OF MINNESOTA - MN Department of Education

Grantee: Duluth ISD #709
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 Department of Education
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 1500 Highway 36 W
 Roseville, MN 55113
 Phone: (651) 582-8853
 Email: debra.rose@state.mn.us

329 Postage & Parcel	200.00	0.00	200.00	0.00	0.00	0.00
366 Travel, Conventions & Conferences	0.00	0.00	0.00	0.00	0.00	0.00
368 Out-of-State Travel, Federal Reimbursed	1,500.00	0.00	1,500.00	0.00	0.00	0.00
370 Operating Leases or Rentals	0.00	0.00	0.00	0.00	0.00	0.00
391 Cost Sharing	0.00	0.00	0.00	0.00	0.00	0.00
395 Shared Costs for Paired Districts only	0.00	0.00	0.00	0.00	0.00	0.00
398 Interdept. Misc. Services (chargeback)	0.00	0.00	0.00	0.00	0.00	0.00
401 Supplies & Materials - Non-Instructional	1,500.00	0.00	1,500.00	0.00	0.00	0.00
405 Non Instru Computer Software and Software Lic	0.00	0.00	0.00	0.00	0.00	0.00
470 Media Resources	0.00	0.00	0.00	0.00	0.00	0.00
555 Technology Equip	1,800.00	0.00	1,800.00	0.00	0.00	0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 adn 3801-3812).

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 Department of Education
 Grant Services Division
 1500 Highway 36 W
 Roseville, MN 55113

Phone: (651) 582-8853
 Email: debra.rose@state.mn.us

820	0.00	0.00	0.00	0.00	0.00
Dues/Memberships/Licenses & Certain Fees	0.00	0.00	0.00	0.00	0.00
2017	66,632.00	0.00	66,632.00	0.00	0.00
			Amount To Be Paid	0.00	
			Outstand Advance Amount	0.00	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 adn 3801-3812).

Completed By _____ Phone _____ Authorized By _____ Phone _____

1/9/2017 8:11:04 AM

Page 4 of 4



GROUP APPLICATION

EMPLOYER INFORMATION

Employer Independent School District 709		Federal Tax ID Number 41-6003776	Desired Effective Date 07 / 01 /2017		
Name and title of person responsible for benefits decisions Douglas A. Hasler, CFO/Executive Director of Business Services				Phone (218)336-8704	
Email Address Douglas.Hasler@isd709.org				Fax (218)336-8773	
Address 215 North First Avenue East		City Duluth	County St. Louis	State MN	Zip Code 55802
Name and title of person responsible for billing and accounting Roberta Evanson, Supervisor of Payroll				Phone (218)336-8700 EXT: 1051	
Email address Roberta.Evanson@isd709.org				Fax (218)336-8777	
Union Representative, if appropriate				Union Rep Email Address	

OF EMPLOYEES TO BE INCLUDED IN COVERAGE

The Public Employees Insurance Program requires that 75% of all eligible employees participate in the Program. Those individuals who waive coverage due to coverage elsewhere are not included in the 75% calculation.

Total # of eligible employees	1142
# of employees who waived & have no other coverage	0
# of employees who waived due to coverage elsewhere	33
Total number to be included in PEIP	1175

Please attach a separate list of the following covered individuals (if any) with full names, social security numbers and effective date of coverage continuation:

- ♦ Cobra individuals
- ♦ Disabled individuals
- ♦ Retirees
- ♦ Other (explain)

ELIGIBILITY CRITERIA

The Public Employees Insurance Program allows employers the opportunity to determine eligibility criteria.

Please attach a copy of your group's eligibility policy and include hours worked, effective date of coverage for new hires, and any waiting period. (or indicate your group policy below)

*Employees working 24 hrs/week or more in a Collective Bargaining Unit or an Individual Contract

*Newly eligible employee: the first day of the month following the date of hire except: Teacher Contract = except persons hired to start first day of school year shall be covered from date of employment. Principals, Para's, Food Service, and Bus Drivers are same as teachers. (See attached contract language)

*Spouses/Dependents *Surviving Dependents

*Retirees & early Retirees as defined by ISD709.

SELECTION OF COVERAGE

Health Coverage:

Advantage High Plan
 Advantage Value Plan
 Advantage HSA Plan

Optional Dental Coverage:

Preventive Plan
 Comprehensive Plan

COBRA/MN Continuation/Retiree Billing

Group will do own COBRA/Retiree Administration
 PEIP will assist in COBRA/Retiree Billing and Administration

Group will bill for early retirees and COBRA
 PEIP will bill early retirees and COBRA directly

Employer Contributes:

90-100% of employee premium.
 50-89% of employee premium.

Employee Life/Accidental Death & Dismemberment Insurance

Minimum \$10,000, maximum \$300,000 available in \$5,000 increments. Amounts in excess of the group's guaranteed issue amount are subject to evidence of insurability. Employees who waive medical coverage because they are covered under another plan may still participate in life/AD&D insurance coverage, providing 100% of those employees participate in life/AD&D coverage.

Choose one: \$10,000 flat amount per active employee Amount equal to salary Other (please specify below)

Eligibility: All employees Medical lock

Employer agrees to pay monthly, in advance (by the 25th of the prior month), the entire charges due for all participating individuals. In addition, the employer bears the responsibility to collect and pay to the Minnesota Public Employees Insurance Program any and all amounts to be contributed toward such charges by employees or early retirees of the employer

TERMS AND CONDITIONS

1. By completing and signing this application for group coverage, you are agreeing to participate in the Minnesota Public Employees Insurance Program under all the terms and conditions contained in the proposal/renewal letter provided to you by the Minnesota Public Employees Insurance Program.
2. You agree that the eligibility guidelines in effect today may not be changed until the annual renewal.

You agree to participate for a two-year term. M. S. 43A.316, Subd. 5. (d) Participation in the program is for a two-year term. **Participation is automatically renewed for an additional two-year term unless the exclusive representative, or the employer for unrepresented employees, gives the commissioner notice of withdrawal at least 30 days before expiration of the participation period.** A group that withdraws must wait two years before rejoining. An exclusive representative, or employer for unrepresented employees, may also withdraw if premiums increase 50 percent or more from one insurance year to the next. The employer is liable for the full premium due within the two year commitment in the case of an invalid termination.

Following receipt of this application, coverage selections and final rates will be confirmed in writing by the Program. Premiums are guaranteed for one year. Withdrawal from the Minnesota Public Employees Insurance Program at any time prior to the end of the two-year term may result in the state pursuing legal action against the employer. Withdrawal for any reason will result in the group's ineligibility to participate for two years.

This application constitutes an offer to purchase Minnesota Public Employees Insurance Program coverage. No contract is created until the applicant receives written confirmation of acceptance from the Minnesota Public Employees Insurance Program. No agent has the authority to waive any of the Minnesota Public Employees Insurance Program's rights or requirements or to make or alter any contract or policy. In accepting group coverage under the Minnesota Public Employees Insurance Program, it is acknowledged that:

1. The applicant is the employer for purposes of ERISA (to the extent applicable), COBRA and state law regarding continuation and conversion of group health coverage. The employer will therefore be responsible for notifying the PEIP of any and all information necessary to fulfill its obligations under these laws. The employer is also responsible for receiving from employees and forwarding to the PEIP notices of events such as an employee's divorce or legal separation or cessation of a child's eligibility under this Program.
2. The employer bears full responsibility for ensuring that its Plan satisfies any and all requirements of state or federal law that relate to employee benefit plans, including ERISA and HIPAA. Employer's legal counsel should be consulted to ensure compliance with these laws.
3. The employer assumes responsibility for collecting from employees and forwarding to the Minnesota Public Employees Insurance Program in a timely and accurate manner, notices of events such as addition of new employees, changes in coverage for employees or retirees, and changes in marital or dependent status of employees and retirees.
4. The employer understands that the monthly premium must be received in the billing and enrollment administrator's office by the 25th of the month in which you receive your invoice. The employer understands that the PEIP may terminate the employer's insurance coverage after two premium delinquencies and that there will be a \$20 service fee for all Non-Sufficient-Fund (NSF) checks.

EMPLOYER SIGNATURE

EXCLUSIVE REPRESENTATIVE (if applicable)

I hereby apply for coverage stated within. I have reviewed the proposal, the terms of coverage, and the terms and conditions of participation in the Minnesota Public Employees Insurance Program. I am submitting advance payment for the first month's estimated charges.

I have reviewed the selections of coverages and acknowledge that the selections are in accordance with the current collective bargaining agreement. I further acknowledge that charges for selected coverages will be collected and remitted to the billing and enrollment administrator by their employer according to the procedures established by PEIP.

Agent signature

Exclusive representative signature

Authorized signature

Title

Date

Title

Date

Innovo Benefits Signature

Date

*AGREEMENT BETWEEN
Independent School District 709, St. Louis County, MN,
and the Lake Superior Swim Club
2017-2022*

THIS AGREEMENT is entered into by and between Independent School District 709 (“ISD 709”), 215 North First Avenue East, Duluth, MN 55802, St. Louis County, Minnesota, and the Lake Superior Swim Club (“LSSC”), a non-profit corporation licensed and qualified to do business in the State of State of Minnesota, 739 Mellwood Avenue Duluth, MN 55804.

Collaboration between ISD 709 and LSSC
WITNESSETH

WHEREAS, ISD 709 owns and operates the indoor swimming pools at their middle school facilities ("pools") for the benefit of the students and citizens of the Duluth school district, and

WHEREAS, LSSC is a non-profit organization formed in 2011 to conduct swim programming for all ages and skill levels in the community, and

WHEREAS, ISD 709 and LSSC desire to work cooperatively to provide basic, competitive and advanced swimming opportunities for all ages in the community, and

WHEREAS, LSSC provides the community with a source of lifeguards and swimming instructors, and

WHEREAS, ISD 709 is in a position to provide employment opportunities for district and LSSC youth interested in using and enhancing their swimming skills, and

WHEREAS, LSSC has and will continue to advocate for swimming pool budgets and capital improvement projects, and

WHEREAS, LSSC swimmers serve as Duluth ambassadors to other communities.

NOW, THEREFORE, the parties agree as follows:

Section 1. Term and Effective Date.

This agreement shall be effective upon signature by both parties and shall be in effect until June 30, 2022, unless sooner terminated as provided in this contract.

Section 2. Staff Qualifications.

LSSC shall ensure that any staff assigned by LSSC to assist with the swim program shall have the following minimum qualifications:

- a. Current certification of safety training for swim coaches issued by the Red Cross or similar organization;
- b. Certificates in first aid and cardiopulmonary resuscitation, issued by the Red Cross or similar organization; and
- c. Completed criminal record background check, with documentation of such check maintained for all LSSC staff.

Section 3. Supervision at Pool.

LSSC pool activities will be subject to appropriate pool supervision. LSSC members including coaches, board members and volunteers shall comply with instructions issued by ISD 709 officials. LSSC activities must be under the direction of a LSSC coach, assistant coach or other LSSC designee at all times.

LSSC will provide pool supervision for any third party use of the pools.

Section 4. Pool Use Schedules.

ISD 709 shall make the Ordean and Lincoln Park Middle School pools (“Pool” or “Pools”) available for use for pool activities by LSSC for LSSC activities according to the schedule established according to the process described below.

a. Meeting/Schedules.

- (1) LSSC and ISD 709 will each designate 2 people to form a Pool Schedule Committee with the Head Coach/Executive Director of LSSC.
- (2) LSSC will provide ISD 709, and the Pool Schedule Committee general meet information as early as possible in May.
- (3) By June 1 of every year, LSSC will provide ISD 709 and the Pool Schedule Committee local meet information and yearly schedule.
- (4) At an annual meeting to be held before July 15 of each year, the Head Coach/Executive Director of LSSC will finalize the schedule for the following year, including but not limited to swim meets, swim practices, Community Education pool activities, school holidays, school inservice days, and pool closures.
- (5) ISD 709 will inform LSSC of planned pool closures.
- (6) LSSC will inform ISD 709 of any changes to the pre-approved schedule at least two weeks in advance.
- (7) ISD 709 shall attempt to accommodate all reasonable requests on the schedule. Revisions to the schedule may be made at the discretion of the Head Coach/Executive Director of LSSC and shall be agreed upon in writing by both parties.
- (8) LSSC is the coordinator of the Pools with maximum utilization being considered.
- (9) In establishing the schedule for pool use outside of school hours, ISD 709 and LSSC agree that priority will be given to high school and middle school swim team practices and competitions, LSSC swim team practices and competitions, Community Education pool activities (classes, open swim, and lap swim), and swim lessons (conducted by LSSC and/or other programs). Further, the parties agree that efforts will be made to schedule opportunities for open swim, and swim lessons at times convenient to families.

b. Pool Time and Changes.

LSSC agrees to notify ISD 709 of any changes relating to scheduled uses of the pools in writing or by email at least two weeks in advance.

ISD 709 will notify LSSC at least two weeks in advance of changes to the schedule made at ISD 709's request, excluding changes resulting from unforeseen mechanical problems or other unexpected events.

Section 5. Pool Use Rates.

In consideration of reserved use of the pool, LSSC agrees to pay ISD 709 according to the following fees:

Annual Rates:

LSSC will pay an annual fee ~~per the schedule below~~ for use of the facilities.

September 1, 2017 – August 30, 2018: \$6,000

Each subsequent year (September 1 – August 30): Previous year's rental amount + 3% (or CPI, whichever is greater)

The annual rental fee will be offset with the cost of employing lifeguards who will be assigned to staff the pools for Community Education or other activities unrelated to LSSC uses. LSSC will submit monthly reports to ISD 709 listing lifeguard staffing assignments, and staffing costs for non-LSSC uses.

An invoice for the annual fee, incorporating any applicable offset, will be prepared by ISD 709 for the prior year on/about September 15th of every year, with payment due within 30 days.

In addition, fifty percent of any operating profits in excess of the annual value of the rental fees will be paid to ISD 709 prior to September 1 of each year.

LSSC will forward copies of its 990 Tax Return, financials, and demographics to ISD 709 every August.

Swim Meet Facility Rental Fee:

ISD 709 and LSSC agree that LSSC or 3rd party usage hours that fall outside of the normal Maintenance Department staffing hours will be subject to a separate mutually agreed upon charge to cover necessary wages, benefits and overtime. Any such cost relating to LSSC activities will be invoiced to LSSC (in addition to the annual fee as described above) on a monthly basis, with payment due within 30 days.

Specific locations and details of use shall be discussed each year at the annual meeting.

Section 6. Storage.

Storage of LSSC equipment shall be pursuant to Attachment 1, attached hereto.

Section 7. Improvements and New Equipment.

ISD 709 must approve any LSSC plans for modifications that may impact the physical building, utilities systems, pool equipment or operations prior to purchasing new equipment or committing to that action.

Section 8. Equipment.

LSSC and ISD 709 have agreed to jointly manage equipment listed in Attachment 1 as joint use items. All other equipment purchases are the responsibility of each group.

Section 9. Relationship between LSSC and ISD 709.

LSSC is not a partner, joint venturer, employee or agent of ISD 709 and shall not, and is not authorized to, enter into or make any contracts, agreements, or enter into any other understanding with any other person, corporation, partnership, joint venturer, or other entity, in the name of or for the benefit of ISD 709. LSSC, its agents, employees, and members are not entitled to any insurance coverage, whether workers' compensation or otherwise, or any other benefits accorded to ISD 709's employees.

Section 10. Termination.

This agreement terminates automatically on ~~July 31, 2025~~ June 30, 2022, but may be sooner terminated by mutual agreement of the parties or by either party at will upon 3 months written notice to the other party. In the event that this contract is terminated, LSSC shall be entitled to retain or receive only the monies paid or owed by the ISD 709 for services actually rendered prior to the effective date of the termination. LSSC shall refund to the ISD 709 all monies paid for services that were to be rendered after the effective date of the termination.

Section 11. Hold Harmless and Indemnify.

Neither party shall be liable to the other party for any claims, liabilities, or damages of any kind, or for injury or damage to persons or property caused by or resulting from the use, maintenance, supervision, or other action or omission related to the pool by the other party, its employees, agents, contractors, representatives, or invitees. The party whose employees, agents, contractors, representatives, or invitees are damaged or who are alleged to have caused the damage shall indemnify and defend the other party from any claims, actions or lawsuits in accordance with this section.

Section 12. Insurance.

LSSC agrees to keep and maintain in full force and effect at LSSC's own expense for all participants in LSSC activities during the entire period of this agreement, insurance for LSSC activities pursuant to a policy with USA Swimming, or its equivalent. This policy is provided to members of USA Swimming and provides secondary accident medical insurance and liability insurance. The policy shall cover the risks for the amounts satisfactory to the risk manager.

Such insurance shall name the ISD 709 as an additional insured and shall require that the insurance company give not less than thirty days prior written notice to ISD 709's risk management officer prior to any cancellation, non-renewal, or reduction in the amount or coverage.

Section 13. No Third Party Beneficiaries.

Nothing in this agreement shall be construed to give any person other than ISD 709 and LSSC any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of ISD 709 and LSSC.

Section 14. Notice.

Any notice, demand, request, consent, approval, or other communication that either party desires or is required under this agreement to give to the other party or any other person shall be in writing and shall be mailed or served personally to the person and address below. Parties shall promptly notify each other in writing of any change in this information.

ISD 709: Douglas A. Hasler, CFO
 ISD 709 – Duluth Public Schools
 215 North First Avenue East
 Duluth, MN 55802
 218.336.8704

LSSC: Howard Leathers
 Head Coach / Executive Director
 2801 Branch Street
 Duluth, MN 55812
 218.310.8124

Anthony Yung
 President – Board of Directors
 Lake Superior Swim Club
 739 Mellwood Avenue
 Duluth, MN 55804
 218.310.2341

Section 15. Non-Discrimination.

The LSSC will not discriminate against any program participant on the basis of membership in a class protected by municipal, state, or federal law, such as age, race, gender, religion, nationality, parenthood, or disability.

Section 16. Workers' Compensation Coverage.

LSSC, will provide ISD 709 with appropriate proof, furnished by the insurance carrier, of current coverage for workers' compensation with an insurance company or association authorized to transact such business in the State of Minnesota, or an approved current certification of self-insurance. LSSC further acknowledges and agrees that in the event it fails to maintain proper Workers' Compensation coverage, ISD 709, at its option, may terminate this agreement for cause without liability.

Section 17. Miscellaneous.

- a. Nonwaiver. Failing or delaying to object to a breach of any part of this agreement is not a waiver of the right to object to that breach, nor is it a waiver of the right to object to a subsequent breach of the same or any other part of this agreement.
- b. Law Applicable. The laws of the State of Minnesota shall govern this agreement.
- c. Paragraph Headings. The heading of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.
- d. Successors and Assigns. Except as otherwise provided, the agreements and obligations in this agreement shall bind the parties and their respective personal representatives, heirs, successors and assigns.
- e. Compliance with Laws and Regulations. LSSC shall, at LSSC's sole cost and expense, comply with all applicable requirements of local, state and federal laws, ordinances, or regulations now in force, or which may be in force, during the performance of this agreement.
- f. Time of the Essence. Time is of the essence of each term, condition, covenant and provision of this agreement.
- g. Entire Agreement. This agreement and any attached schedules, appendices or exhibits are the complete agreement between the parties, and there are no other promises, agreements, conditions or understanding, either oral or written, between them.
- h. Severability. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ISD 709 and LSSC agree and sign below. This contract is not effective until signed by both parties.

ISD 709:

LSSC:

Date: _____

Date: _____

By: _____

By: _____

Authorized Representative
David Kirby
Board Chair
ISD 709 Duluth Public Schools

Authorized Representative
Anthony Yung
President
Lake Superior Swim Club

ATTACHMENT 1

LSSC and shared items approved for storage at Middle School pools.

LSSC shall use designated space in pool offices for storage.

Items listed below are designated as joint use items required for swim meets:

All items to be stored in Storage Room "s" unless specified otherwise by an asterisk *.

- Timing system components:
 - Touchpads and storage rack* - In storage room
 - Self-contained timing table unit and storage cabinet
 - Printer
 - Cables and manual controls* - Inside of self-contained timing table
 - Timing control unit
 - Electronic Timing Board and Heat Readout Board(1 each)* - Mounted on wall above deck in NW corner of building
- Competitive Lane markers and storage reel* - (Stored on deck)
- Starting blocks* (6) - (Stored on deck)
- 3' 4x4 post to hold up diving board and 6' 4x4 post to remove starting blocks* (1 ea) - Stored on deck
- Cabinet space - Cache of gear available to swimmers (LSSC, Masters, Synchro)
- Meet support Equipment
 - Cabinet with meet support supplies - Starting gun, DQ paperwork
 - Folding chairs and tables for meets* - Stored outside
 - Award stand* - Stored outdoors
 - Recall starting line and support poles*
 - Stored in instructional storage room on north wall
- First Aid kit* (readily available and off the floor)
- Swim team cart - Rolling cart serves as a mailbox for swimmers
- Swimming aids* - Stored in north wall storage area or in benches if acquired
 - Pace clocks (2) - Joint use
 - Mirrors* - LSSC only - On deck next to timing table on south wall
 - Dry Erase Board* - On wall in pool area
 - Backstroke Pennants and deck poles* - Joint use - In place over pool. When taken down they are stored in the instructional storage room
- Bulletin Board* - Located in pool lobby
- Bulletin Board* - Mounted on the outside of the pool building

General Terms and Conditions

Items identified as joint use will be shared by ISD 709 and LSSC. Responsibility and financial issues associated with replacement and/or repair of joint use items will be reviewed at the annual meeting with a 50/50 sharing of expenses as the goal.

This Attachment will be reviewed at the annual scheduling and review meeting between ISD 709 and LSSC, June 1st or at some other mutually agreed upon date. LSSC will provide an annual inventory of the items stored and their location at the annual meeting.

LSSC may request storage of other items that meet the criteria developed for storage of items at the pool but are not included on this list, by submitting a request to ISD 709 designee. If approved, ISD 709's designee will designate the appropriate area for the item to be stored.

General criteria for allowable storage of LSSC items at the Middle School pools:

1. Size of items: Oversize items that are necessary to conduct a competitive swim program and have no smaller and more portable substitutes.
2. Sensitivity or delicacy of items: Items that are necessary to conduct a competitive swim program and are very sensitive or delicate and subject to damage by transport.
3. Frequency of use: Items that are necessary to conduct a competitive swim program and are in use on a daily or weekly basis.

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

DH

THIS INDENTURE OF LEASE, effective the 1st day of July, 2017 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

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

A school building located at 714 ½ West College Street, designated as Chester Creek Academy having a floor space of 15,780 square feet on approximately two acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Chester Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2017, until the 1st day of July, 2020, with the following terms and conditions and covenants, to-wit:

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

For the years of the lease, commencing July 1, 2017, and ending June 30, 2020, the sum of Sixty six thousand, three hundred and 00/100ths Dollars (\$66,300) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

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

Section 2. Use of Premises - continued.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. Insurance – continued.

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

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

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

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

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

SCHEDULE

THIS SCHEDULE is attached to and is a part of that certain Lease Agreement of even date herewith by and between NORTHWOOD CHILDREN'S SERVICES, as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 709, as Lessee, and relating to school known as Chester Creek Academy.

1. Chester Creek Academy – Utilities and Other Services. The parties shall be responsible and pay for the following services as indicated.

	<u>Lessor</u>	<u>Lessee</u>
a. Heat	X	
b. Water	X	
c. Sewage	X	
d. Electricity	X	
e. Telephone		X
f. Lawn Care	X	
g. Garbage Removal	X	
h. Snow Removal	X	
i. Janitorial Service	X	
j. Security	X	
k. Other (as agreed once specified)	X	and/or X
_____	_____	_____
_____	_____	_____

2. Chester Creek Academy – Repair and Maintenance. The parties shall make repairs and maintain the premises as follows:

	<u>Lessor</u>	<u>Lessee</u>
a. Windows	X	
b. General Exterior	X	
c. Roof	X	
d. Structural	X	
e. Interior of Leased Premises	X	
f. Parking Lot and Driveway	X	
g. Sidewalks, drainage & lawns	X	
h. Interior Plumbing of Leased Premised	X	
i. Exterior Plumbing of Leased Premises	X	
j. Electrical of Leased Premises	X	
k. Heating and Mechanical	X	
l. Replacement of existing desks, chairs, school equipment		X

3. Insurance. Parties shall secure and pay for insurance as follows:
- a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of \$1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.
 - b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by Lessor ___ Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.
4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.
5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.
6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.
7. Notices. The parties agree that any notices under this lease shall be addressed as follows:
- Lessor: President & CEO
 Northwood Children's Services
 714 W. College Street
 Duluth, Minnesota 55811
- Lessee: Director of Business Services
 Independent School District No. 709
 215 North First Avenue East
 Duluth, Minnesota 55802

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

Lessor/Security Party

Lessee/Debtor

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

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

LESSOR:

LESSEE:

Will Norman, Board Chairperson Date

David Kirby, Board Chair person Date

Richard Wolleat, President & CEO Date

Annie Harala, Clerk of the Board Date

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION
East	Historic Central Museum	\$500.00	Skills USA Culinary Competition
HOCHS	Karen O'Leary	In kind	None
Homecroft	Kathrynne Dryke	\$555.00	Field trip
Laura MacArthur	Laura MacArthur PTA	\$350.00	Foster Grandparent Program
Laura MacArthur	Community members at McTeacher night	\$65.59	None
Lincoln Park	Action For Healthy Kids	\$200.00	Healthy Kids
Lowell	Thompson, Coe, Cousins & Irons, LLP	In kind	None
Ordean-East	Daniel and Elizabeth McLaughlin	\$25.00	6th Grade field trip for River Quest
Ordean-East	Arrowhead Orthodontics, PC	\$200.00	6th Grade field JA BizTown
Ordean-East	Stacey Ann Dimberio dba Stacy's Studio of Dance Education	\$50.00	6th Grade field trip JA BizTown
Ordean-East	DSGW Architects	\$100.00	6th Grade field trip JA BizTown
Ordean-East	Duluth-Superior Veterinary Clinics, PA Steven Schuder, D.V.M.	\$100.00	6th Grade field trip JA BizTown
Ordean-East	The Mail Room	\$50.00	6th Grade field trip JA BizTown
Ordean-East	PG&E Corporation Foundation	\$249.00	None
Ordean-East	PG&E Corporation Foundation	\$249.00	None
Ordean-East	Camille Zelen DDS PA	\$500.00	6th Grade field trip JA BizTown
Ordean-East	Carmen K Arnold	\$200.00	6th Grade field JA BizTown
Ordean-East	James A / Stacey A Nilsson	\$35.00	6th Grade field JA BizTown
Ordean-East	Carmen K Arnold	\$200.00	Garden Club greenhouse
	Total	\$3,628.59	

RESOLUTION

Designation of the Superintendent as the Identified Official with Authority (IOwA) for
Minnesota Department of Education (MDE) SERVS Financial

WHEREAS, the Minnesota Department of Education (MDE) requests that School Districts annually designate the Superintendent as the Identified Official with Authority (IOwA) for the MDE External User Access Recertification System (SERVS Financial). The Identified Official with Authority is responsible for assigning job duties to the appropriate School District staff and authorizing access to MDE secure systems. This annual review and designation of the Superintendent as Identified Official with Authority is in accordance with State Access Security Standard 1.0.

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Superintendent of Schools, be designated the legal authorized representative to serve as the 2017-2018 Identified Official with Authority (IOwA) for MDE SERVS Financial for the School District.

**Expenditure Contracts Signed
April 2017**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of April 2017:

Name	Amount	Source	Description
Nashay Baker	\$6,000.00	American Indian Education	Ojibwe language resources/curriculum for students/staff specifically for Misaabekong
Upper Lakes Foods	\$10,000.00	Child Nutrition	Commodity delivery
NATEF	\$660.18	Curriculum	Denfeld on-site evaluation
RW Fern Associates	\$800.00	Facilities	East HS wall construction
Daniel Oyinloye	\$9,500.00	Office of Education Equity	Increase the 'not to exceed' amount on this contract from \$7,000.00 (reviewed by Board on November 15, 2016) to \$9,500.00
Lester Park School Readiness	\$280.00	Special Services	Preschool planning as required by IEP
UDAC	\$3,986.00	Special Services	Transition services for student

AGREEMENT

THIS AGREEMENT, made and entered into this date March 8, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Nashay Baker, 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 March 8, 2017, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will be on contract with DPS American Indian Education Department to provide Ojibwe language resources/curriculum for students/staff specifically for Misaabekong. His/Her rate will be \$25.00 (twenty-five dollars) /hour.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$6,000.00 Six thousand dollars. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor
Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education office, 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 11609 Perch Lake Dr. Duluth, Mn 55808

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

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

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

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

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

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

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

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

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

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

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

Nashay Baker
Contractor Signature

SSN/ Tax Identification Number

4/17/17
Date

[Signature]
Program Director

3/14/17
Date



Director of Curriculum and Instruction

Date

3/9/17



Director of Business Service / Superintendent of Schools

Date

4/20/17

• FAMILY-OWNED AND OPERATED •
UPPER LAKES FOODS
EST 1967

February 17, 2017

Pamela Bowe, R.D., L.D.
ISD #709 – Duluth Schools
215 N. 1st Ave. E.
Duluth, MN 55802

Dear Pamela:

Upper Lakes Foods is pleased to renew with ISD #709 – Duluth Schools for the upcoming 2017-2018 and the 2018-2019 school year. The fixed fee and commodity fee will remain the same and is based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

\$0.78 per case fix fee grocery

\$2.50 per case commodity fee single drop

Plus the handling and storage pass through fee charge by Newport Cold Storage per case.

Upper Lakes Foods works hard at keeping rising costs to a minimum and with the current economic situation, we are pleased to renew.

Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.


Please sign below and return via email or mail.

Sincerely,



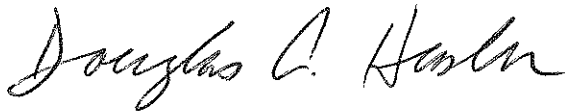
Renee Parks, Upper Lakes Foods, Inc.
800-879-1265 Ext 4208
800-238-6456 Fax
rparks@ulfoods.com

2/17/17
Date



Director of Food Service, School District

4/19/17
Date



4/20/17

• FAMILY-OWNED AND OPERATED •
UPPER LAKES FOODS
 EST 1967

TO: School Food Authority -- ISD #709 -- Duluth Schools
 FROM: Denise Sorensen
 DATE: February 17, 2017
 SUBJECT: USDA Donated Foods (Commodities)

Upper Lakes Foods will deliver and charge the following:

Single drop per district dry or frozen \$2.50 per case
 Multiple drop per district dry or frozen \$2.50 per case
 Plus handling and storage pass through fee charged by Newport Cold Storage per case.

Diverted/processed commodities:

Single drop per district dry or frozen \$2.50 per case
 Multiple drops per district dry or frozen \$2.50 per case
 Diverted/processed commodities shall be removed from ULF warehouse within 10 days after such time; a monthly fee may be discussed if storage is necessary.

- Delivery Schedule to be determined per individual School Food Authorities.
- ULF will not provide storage for USDA Donated Foods for extended periods of time.
- ULF reserves the right to review the contract addendum January 1, 2018.
- In the event there are mandated changes in the Distribution of USDA Foods, Upper Lakes Foods reserves the right to adjust the commodity fee.

DISTRIBUTOR: UPPER LAKES FOODS, INC.
 CONTACT PERSON: DENISE SORENSEN
 ADDRESS: 801 INDUSTRY AVENUE
 CITY/STATE/ZIP: CLOQUET, MN 55720
 TELEPHONE/FAX: (218) 879-1265 ext 4379 Fax (715) 392-1202
 EMAIL: denisesorensen@ulfoods.com

SCHOOL FOOD AUTHORITY: Duluth School District
 CONTACT PERSON: Pamela Bowe, RALD
 ADDRESS: 215 North 1st Avenue East
 CITY/STATE/ZIP: Duluth, Mn 55802
 TELEPHONE/FAX: 218 336 8707 / Fax 218 336 8789
 EMAIL: pamela.bowe@isd709.org

SFA REPRESENTATIVE SIGNATURE: Pamela Bowe RALD

DISTRIBUTOR REPRESENTATIVE SIGNATURE: Denise Sorensen

PROJECT ON-SITE EVALUATION EXPENDITURES:

ETL's are to be paid as independent contractors, not as school employees

Honorarium for ETL (\$250 per day)	\$ 250
Expenses for ETL	\$410.18 (236.84 hotel + 173.34 mileage)
TOTAL	\$ 660.18

SEND THE FOLLOWING MATERIALS TO THE ETL:

1. On-Site Evaluation Agreement (this completed form)
2. Copy of the Application Submitted to NATEF (include *Integrated Academic Skills Recognition* information, if applicable)
3. Copies of Advisory Committee Meeting Minutes
4. List of (6) graduates who completed the program within the past 3 years and are employed locally. Include the name of the graduate, their supervisor, and the address and phone number of the place of employment
5. Course of Study
 - a. Syllabus for each class
 - b. Tasks to be taught specified by Priority designations
 - c. Number of contact hours
 - d. Sequence of instruction to be included in the program
 - e. List of training materials used
 - f. Sample evaluation form used to track student progress



 Institution Administrator – Signature

Bradley Vieths, Vocational Program Coordinator, ISD709

 Institution Administrator – Name and Title (print or type)


 CFO Program Instructor Signature

Matthew Phil Rannila, Denfeld Automotive Instructor CFO, ISD709

 Program Instructor – Name and Title (print or type)

I have reviewed this agreement and found it to be complete.

 Evaluation Team Leader – Signature

 Date

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: April 4, 2017

Re: EHS Concessions Team Room Wall

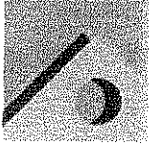
Attached are two copies of an Agreement with RW Fern Associates, Inc., to perform work as defined in the attached agreement:

Shawn Roed, EHS Athletics Director, has requested a wall be constructed to divide a storage room that visiting teams now use, to provide improved functionality as a team room. This project will be fully funded by EHS Athletics, and completed by the Districts T and M contracts.

Recommendation:

I am recommending that the Director of Business Services enter into an agreement with RW Fern Associates, Inc., to perform the work scope as defined in the attached Agreement and Exhibits, for a lump sum amount of \$800.00.

Attachments



RW Fern Associates Inc. - AIA Architects

109

413 East Superior Street Duluth, MN 55802
218-722-8271 218-722-9550 Fax

March 31, 2017

Mr. Dave Spooner
ISD 709
215 North First Avenue East
Duluth, MN 55802

Concession Wall - East High School
ISD 709

Dear Dave:

Thank you for contacting me to submit this proposal.

We propose to complete the required drawings to obtain pricing and permit for the new wall and door at East High School for the lump sum amount of \$800.

I hope this proposal meets with your approval. If you have any questions, please call.

Sincerely,

Robert Fern, AIA
Architect

AGREEMENT

THIS AGREEMENT, made and entered into 4th day of April, 2017, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and RW Fern Associates, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 4th and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Design services to complete required drawings or specifications to acquire permit for concessions team room wall and door as per attached proposal.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractors Proposal;
 3. Contractors Insurance Policy;
4. **Background Check .** *N/A*

Contractor must provide an executed criminal history consent form and a money order or check payable to ISD 709 in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$800.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, Manager of Facilities, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Mr. Robert Fern, RW Fern Associates, Inc. 413 East Superior Street, Duluth, MN 55802.

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

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

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

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

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

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

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

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

19. **Insurance.** 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:

20. **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.

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

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Douglas Hasler	CFO/Director of Business Services

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

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

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

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

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

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

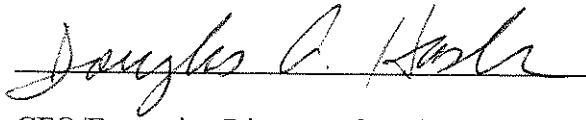
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



CFO/Executive Director of Business Services

By

Title

Taxpayer Identification Number

Date: April 12, 2017

To: Doug Hasler - Director of Business Services

From: William Howes
Coordinator - Office of Education Equity

Subject: Amendment to Contractor Agreement with Daniel Oyinloye

Refer to Contract - Daniel Oyinloye 2016-17

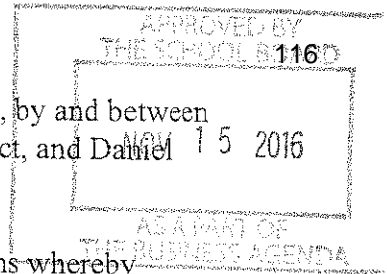
We are requesting to increase the "not to exceed" amount within the existing contract from \$7,000.00 to \$9,500.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract (\$25.00/hour rate). This will allow for the required 100 additional hours to complete the project by the end of this school year.



William Howes
Coordinator - Office of Education Equity

OK DH
4/14/17

AGREEMENT



THIS AGREEMENT, made and entered into this 28th day of September, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Daniel Oyinyo, 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 October 3, 2016, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting student participants, Recruiting Volunteers and Spoken Word Artists, Facilitating the Be Heard Poetry Slam Program, Assist youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary
*The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for participants.
3. **Background Check .** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for Be Heard Student Workshops at \$50.00/hour (max of 4 hours/week) and Be Heard Project Implementation at \$25.00/hour (max of 2 hours/week) up to a sum not to exceed \$7,000.00 (seven thousand and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Daniel Oyinloye, 315 N Lake Ave, Apt #221, Duluth, MN 55806 phone: 952.201.7352

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

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

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

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

except by written agreement of the parties.

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

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

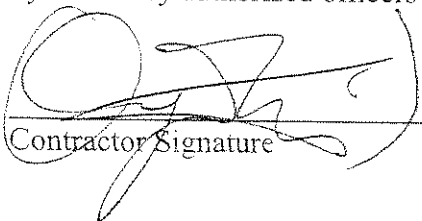
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

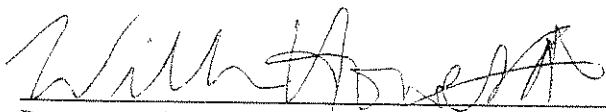
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


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

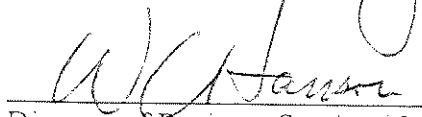
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

		10 / 19 / 2016
Contractor Signature	SSN/ Tax Identification Number	Date

Initiator - (Contact with questions)	
	Date

	
Program Director	10/19/16
	Date

	
Director of Curriculum and Instruction	10/19/16
	Date

	
Director of Business Service / Superintendent of Schools	10/26/16
	Date



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **April 19, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Lester Park School Readiness** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3 hours (175 minutes) per day, 4 day per week, and up to 35 days.
 2. The AGENCY shall perform these services at: **5300 Glenwood St. Duluth, MN 55804.**
 3. The approximate date the service will begin is, **March 24, 2017** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **35 Days** (4 Days per Week) and a total cost up to **\$280.00.** (\$140.00 per month).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

ISD 709 6 Duluth Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas A. Smith
C.F.O. Executive Director of Business Services

Date 4/27/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Jean Crane 4/21/17*
Director

And

Duluth Public Schools
AGREEMENT FOR PURCHASE OF TRANSITION SERVICES

The following is an Agreement between Udac and Duluth Public Schools. This Agreement shall be effective April 13th to June 8th, 2017.

I. The Service Provider Agrees:

A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIPs documenting the need for such services under contract at Duluth Public Schools. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.

B. Not to exceed 63 hours of services.

II. Duluth Public Schools Agrees:

A. To pay Udac for Transition Services at the contract rate of \$50.82 per partial day of less than 6 hours per day or \$63.27 for a full day of six hours or more.

B. To remit to Udac, upon receipt of monthly invoice, the amount due and owing for the services provided.

C. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

ADDITIONAL CONDITIONS

1. The Udac and Duluth Public Schools will comply with all state and federal reporting requirements. Udac and Duluth Public Schools will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.

2. The Udac will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action

requiring the Duluth Public Schools to file tax returns, pay delinquent taxes or other state liabilities.

- 4. Services must be provided to the satisfaction of the Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.
- 5. Duluth Public Schools will provide transportation to and from Udac.
- 6. Duluth Public Schools will provide staff to accompany . while transitioning at Udac as agreed upon.

CANCELLATION

This agreement may be cancelled by Udac or Duluth Public Schools at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, Udac shall be entitled to payment, determined on a pro rated basis, for work performed to Duluth Public Schools' satisfaction.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

STATE AUDIT

The books, records, documents and accounting procedures of the Duluth Public Schools and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

LIABILITY

The Duluth Public Schools agrees to indemnify, save and hold the district/agency; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Duluth Public Schools and its agents or employees.

Agreed to by:

Duluth Public Schools – ISD 709

Udac

By *Douglas A. Harkin*
 Title CFO
 Date 4/14/17

By _____
 Title _____
 Date _____

**Revenue Contracts Signed
April 2017**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the month of April 2017:

Name	Amount	Source	Description
Lake Superior College	\$3,000.00	Business Services	Rental of Lincoln Park Middle School athletic field in Fall 2017 for soccer practice
Lake Superior College	\$2,200.00	Business Services	Rental of field at former Central High School in Fall 2017 for soccer practice
Luther College	Varies (\$75 - \$175)	Business Services	Clinical field experience program (includes student teaching and student observations)

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2018	57000		\$2200		TBD



Minnesota
STATE COLLEGES
& UNIVERSITIES

FACILITIES USE AGREEMENT OFF-CAMPUS FACILITIES ONLY

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

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

Location: Field at former Central High School

Date and Time: August 1, 2017 – October 15, 2017

Description

of Activity or Event: LSC Men's and Women's Soccer Practice

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$1000.00 (One Thousand and 00/100 Dollars) for use of the field, and up to \$1200.00 (One Thousand and 00/100 Dollars) for mowing and lining of the field (\$360 for initial set-up and \$160 per LSC request – maximum of 5) as needed, which shall be payable within 30 (30) days of MnSCUs' receipt of Licensor's invoice.
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of July 1, 2017 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 15, 2017. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**
All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,
Vice President of Academic & Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7628

Licensors's authorized agent:

Name: Doug Hasler, CFO/Director of Business Services
Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Telephone: 218-336-8704

5. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition. Licensors shall provide the following:
- a. Parking;
 - b. any necessary keys or access codes;
 - c. mowing of field per ISD709 schedule with additional requests to mow and line being an additional One Hundred Sixty and 00/100 Dollars (\$160) per LSC request – maximum of 5 requests.

Licensors shall allow MnSCU to place temporary signs directing students and other attendees to its event.

6. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and is responsible for securing the field and site if used after 4:30 pm .
7. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations attached as **Exhibit C** during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
8. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensors, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS and MnSCU will perform any inspection, evaluation and repair necessary to allow the safety of its students and coaches or others while on the site. The Licensors shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The MnSCU will perform all alterations or improvements it considers appropriate or necessary for the safe use the Space related to the MnSCU LSC Men's and Women's Soccer Practice and the participants related activity on the Licensors's premises associated with the Space. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.

9. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. **ENTIRE AGREEMENT.** This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. 127
- Agreement
 - **EXHIBIT A, General Insurance Requirements**
 - **EXHIBIT B, Site Plan showing Space permitted for use under this Agreement**

17. **SPECIAL PROVISIONS.** NONE

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

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

APPROVED:

1. LICENSOR: Independent School District #709

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

By (authorized signature)	
<i>Douglas A. Harlan</i>	
Title	CFD
Date	4/25/17

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

By (authorized signature)	
Title	
Date	

3. AS TO ENCUMBRANCE:

By (authorized signature)	
Title	
Date	

4. AS TO FORM AND EXECUTION:

By (authorized signature)	
Title	
Date	

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

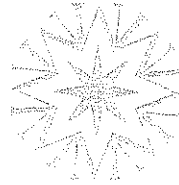
2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2018	57000		\$3000		TBD



Minnesota
STATE COLLEGES
& UNIVERSITIES

**FACILITIES USE AGREEMENT
OFF-CAMPUS FACILITIES ONLY**

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

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

Location: Lincoln Park Middle School Athletic Field at, 3215 W. 3rd Street, Duluth MN

Date and Time: August 21, 2017 – October 30, 2017 (Schedule attached)

Description

of Activity or Event: LSC Men's and Women's Soccer Games

2. **FEES.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of no more than \$3000.00 (Three Thousand and 00/100 Dollars) for use of the field, which shall be payable within 30 (30) days of MnSCU's receipt of Licensor's invoice.
3. **TERM OF AGREEMENT: CANCELLATION.** This agreement shall be effective as of August 1, 2017 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 30, 2017. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**
All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,
Vice President of Academic & Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7628

Licensor's authorized agent:

Name: Doug Hasler, CFO/Director of Business Services
Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Telephone: 218-336-8704

1. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition, including the pickup of garbage from the field and around the bleachers. Licensor shall provide the following:
 - a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
 - b. parking
 - c. building security customarily provided by Licensor; MnSCU may provide additional security at its own expense;
 - d. janitorial services related to restroom;
 - e. gate attendant of ISD 709 or any necessary keys or access codes;
 - f. other: A restroom facility directly accessible from the field level.

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

5. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and dates as listed on Attachment A, and is responsible for securing the field and site after every game.
6. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
7. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
8. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance

with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its

9. sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **ENTIRE AGREEMENT.** This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

- Agreement
- **EXHIBIT A, General Insurance Requirements**

17. **SPECIAL PROVISIONS**, NONE

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

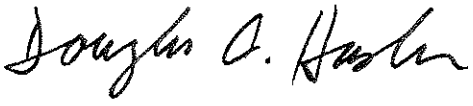
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. LICENSOR: Independent School District #709

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

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

By (authorized signature)

Title CFO
Date 4/25/17

By (authorized signature)
Title
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.

Memorandum of Understanding 2017 – 2018

Duluth Public Schools ISD 709

This contract is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Duluth Public Schools ISD 709, 215 N 1st Ave E, Duluth, MN 55802.

PROVISIONS:

1. Luther College and Duluth Public Schools ISD 709 agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to: student teaching, student observations, and other field experiences.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Duluth Public Schools ISD 709.
3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth Public Schools ISD 709, as well as the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Duluth Public Schools ISD 709 for this process. If the school does not have a system in place by which the student can complete this requirement, Luther College will process an extensive National background check for the student. The student will be required to pay the processing fee and submit the completed report to Duluth Public Schools ISD 709. This background check will include:
 - National Sex Offender Registry
 - National Criminal Database
 - Criminal Search – County
 - ID Trace Pro
6. Duluth Public Schools ISD 709 and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law. This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed Student Teacher Evaluation from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 185 & EDUC 215) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
 - 4 weeks - \$100
 - 6-9 weeks - \$175

Luther College will send the stipend payment to the cooperating teacher's home address.

Please check here if Duluth Public Schools ISD 709 requires that payment be sent directly to the District.

Signature: *Douglas C. Haden* Date: 4/21/17
 Representative, Duluth Public Schools ISD 709

Signature: *Barbara Botack* Date: 4/17/17
 Department Chair, Luther College Education Department

Signature: *Kevin Kous* Date: 4/10/17
 Academic Dean, Luther College

**Essentia Health SMDC
407 East Third Street
Duluth, MN 55805
ECFE Amazing Newborn Summer Program**

Memorandum of Understanding

This agreement will define the services to be provided by an ECFE staff member to continue this class "Amazing Newborn" during summer school recess June 13, 2017 through August 24, 2017.

The parent educators will provide 1.5 hours of service for each Amazing Newborn session at the Birthing Center for a total of 22 visits.

The cost to facilitate this program for the summer of 2017 will be \$1,650.00.

Approvals:

Julie Shelton DNP, APRN CNS 3/31/17
Essentia Health SMDC Print Name Date

Julie A. Shelton DNP, APRN CNS 3/31/17
Essentia Health SMDC Signature Date

Douglas A. Hasler 4/14/17
CFO Independent School District #709 Date
Print Name

Douglas A. Hasler 4/14/17
CFO Independent School District #709 Date
Signature



License Number L-
Standard Short Term

UNIVERSITY OF MINNESOTA USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is entered into effective as of 4/25/17 by and between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and ISD 709 (the "Landlord"), a unincorporated entity. This Agreement is entered into by the University through its Department of Intercollegiate Athletics.

1. **Leased Premises.** Landlord, in consideration of the rents and covenants contained in this Agreement, does lease to University, and University does rent from Landlord premises situated in the County of St Louis, and State of Minnesota, described as follows:

Central High School Track facility (the "Premises").

2. **Use.** University will use and occupy the Premises, just as they are, during the hours of 8 am to 8 pm on the following date(s): May 1, 2017 to May 19, 2017, for the following purpose(s):

Use of Central High School track facility, shot put, discus

3. **Services.** Landlord will provide all services reasonably required for University's use of said Premises, including heat or air-conditioning, electricity, water/sewer, garbage removal, janitorial services and n/a.

4. **Rent.** University agrees to pay to the Landlord as gross rent for the Premises the sum of zero and no/100 dollars (\$0, reciprocal use in lieu of fee), to be paid within thirty (30) days of its receipt of a fully executed copy of this Agreement, unless other payment terms are specified in paragraph 14 this Agreement.

5. **Quiet Possession.** Landlord promises that upon paying rent and performing the promises contained herein, the University will peacefully and quietly have, hold, and enjoy the Premises for the entire term specified above.

6. **Assignment or Sublease.** University will not assign this Agreement or sublet the Premises without the consent of the Landlord.

7. **Surrender of Premises.** University will, at the expiration of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the Landlord in the same good condition that existed when it took them, normal wear and tear and damage from fire, casualty and the elements excepted.

8. **Indemnification.** University agrees to hold the Landlord harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability,

occurring on the Premises, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the Landlord, its agents, employees or representatives.

8.1 Landlord agrees to hold the University harmless and indemnify it from liability for claims for bodily injury or property damage, including personal injury liability, occurring on or about the Premises or building of which Premises is a part, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the University, its agents, employees, representatives and/or volunteers who are under the direction and the control of the University.

9. **Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the University: University of Minnesota
Attn.:
c/o Real Estate Office
424 Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455-0199
Facsimile No: (612) 624-6345
E-mail: reo@umn.edu

With a copy of
default notices to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to the Landlord: ISD #709
Attn: Doug Hasler
215 N 1st Ave E
Duluth, MN 55802
Facsimile No.: 218-336-8773
E-mail: Douglas.Hasler@isd709.org

10. **Amendments.** This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.

FORM: OGC-SC625
Form Date: 08.17.01
Revision Date: 03.21.07

11. **Use of University Name or Logo.** Landlord agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University in any sales promotion work or advertising, or any form of publicity, without the written permission of the University in each instance.

12. **Non-Waiver.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

13. **Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

14. **Special Conditions.** none

IN WITNESS WHEREOF, University and Landlord have executed this Agreement on the day and year first above written.

Regents of the University of Minnesota

ISD 709

By: _____
Name: Josh Berlo
Title: Athletic Director
Date: _____

By: Douglas P. Hasler
Name: Doug Hasler
Title: CFO/Duluth Public Schools
Date: 4/25/17