

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Monday, December 11, 2017
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

1. Financial Report

A. Financial Report

1) The final audit of the financial report for fiscal year ending June 30, 2017 will be presented by a representative of Wipfli at the December 11, 2017 Business Committee meeting.

2) Preliminary financial statements (unaudited) for the month ended October 2017 are attached. 4

B. Approval of Payment of Claims - Attached as an "extra"

C. Budget Revisions 17

D. Wire Transfers 19

E. Investment Transactions 20

F. APU Projections 21

G. Fundraisers 22

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

A. Bids - None

B. RFPs - None

C. Quotes - None

3. Policies and Regulations

A. New Policy 204 - School Board Meeting Minutes 23

Attached is MSBA model policy 708 - School Board Meeting Minutes for the second reading. This policy would replace policies 8090, 8095, 8110, 9105, and 9110.

Recommendation: It is recommended that the Duluth School Board approve Policy 204 - second reading.

B. 8090 - Preparation for Meetings - Deletion 26

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 8090, which will be replaced with MSBA policy 204.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 8090 - second reading.

C. 8095 - Procedures During Meetings - Deletion 27
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 8095, which will be replaced with MSBA policy 204.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 8095 - second reading.

D. 8110 - School Board Records - Deletion 28
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 8110, which will be replaced with MSBA policy 204.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 8110 - second reading.

E. 9105 - Official Publications - Deletion 29
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 9105, which will be replaced with MSBA policy 204.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 9105 - second reading.

F. 9110 - Minutes of Meetings - Deletion 30
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 9110, which will be replaced with MSBA policy 204.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 9110 - first reading.

4. Contracts, Change Orders, and Leases

A. Contracts - None

B. Change Orders

1) PLACEHOLDER - Other Change Orders

C. Leases

1) PLACEHOLDER - The Hills (formerly Woodland Hills) Lease

5. Resolutions

A. B-12-17-XXXX - Acceptance of Donations 31

Recommendation: It is recommended that the Duluth School Board approve Resolution B-12-17-XXXX.

B. B-12-17-XXXX - Certified Tax Levy 32

Recommendation: It is recommended that the Duluth School Board approve Resolution B-12-17-XXXX.

C. PLACEHOLDER - B-12-17-XXXX - Resolution for Polling Place Combination

D. B-12-17-XXXX - Reopen Rockridge 33

Recommendation: It is recommended that the Duluth School Board approve Resolution B-12-17-XXXX.

E. PLACEHOLDER - Sale of Property

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

A. Expenditure Contracts

34

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

B. Revenue Contracts - None

C. No Cost Contracts - None

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report

7. Future Items

A. 2018 Legislative Agenda (January or February)

B. Policy Updates

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$32,268	\$32,268
Interest	189	(511)	700	136.9	225	(492)	717	145.7	1,064	1,064
Tuition, Fees, Admissions	407	176	231	131.1	2,346	781	1,565	200.4	4,460	4,460
Other Local Revenues	124	258	(134)	(52.0)	653	640	13	2.1	1,672	1,737
State Sources	4,306	3,570	736	20.6	27,095	27,225	(130)	(0.5)	86,204	86,438
Federal Aids from MDE	1,082	1,126	(44)	(3.9)	1,973	3,340	(1,367)	(40.9)	8,120	7,989
Federal Direct Aids	214	645	(431)	(66.8)	214	1,407	(1,193)	(84.8)	2,954	2,954
Local Sales	172	170	2	N/A	195	182	13	N/A	2,001	2,001
Sale of Bonds or Loans	-	-	0	N/A	-	94,127	(94,127)	(100.0)	4,200	4,200
Total Revenues	6,494	5,434	1,060	19.5	32,701	127,210	(94,509)	(74.3)	142,942	143,111
<u>Expenditures</u>										
Salaries	5,077	5,534	457	8.3	11,319	11,735	416	3.5	61,501	61,561
Benefits	2,299	2,221	(78)	(3.5)	6,011	5,890	(121)	(2.1)	28,696	28,689
Purchased Services	1,224	1,168	(56)	(4.8)	2,839	2,576	(263)	(10.2)	15,191	14,037
Supplies & Materials	476	437	(39)	(8.8)	1,731	1,150	(581)	(50.5)	6,070	6,450
Chargebacks	-	1	1	100.0	-	1	1	100.0	179	182
Capital Expenditures	459	255	(204)	(80.0)	2,106	4,191	2,085	49.7	8,610	9,618
Debt Service	2,788	944	(1,844)	(195.3)	6,760	5,577	(1,183)	(21.2)	30,809	30,809
Other	13	21	8	38.9	83	79	(4)	(5.6)	897	891
Total Expenditures	12,336	10,581	(1,755)	(16.6)	30,849	31,199	350	1.1	151,953	152,236
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(5,842)	(\$5,147)	(695)	(13.5)	1,852	\$96,011	(94,159)	(98.1)	(\$9,011)	(\$9,125)

DULUTH PUBLIC SCHOOLS - ISD 709
 October 17
 General Fund **TOTAL**

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

PAGE 3

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$9,906	\$9,906
Interest	10	7	3	49.6	47	26	21	79.8	50	50
Tuition, Fees, Admissions	253	14	239	1,708.5	1,699	169	1,530	905.3	2,294	2,294
Other Local Revenues	47	157	(110)	(70.0)	253	190	63	32.9	235	300
State Sources	3,516	2,919	597	20.5	23,436	23,931	(495)	(2.1)	74,260	74,494
Federal Aids from MDE	869	1,307	(438)	(33.5)	1,094	2,881	(1,787)	(62.0)	5,732	5,601
Federal Direct Aids	5	0	5	N/A	5	68	(63)	(92.6)	135	135
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	4,701	4,404	297	6.7	26,534	27,265	(731)	(2.7)	92,611	92,780
<u>Expenditures</u>										
Salaries	4,475	4,953	478	9.7	9,891	10,308	417	4.0	54,570	54,629
Benefits	1,942	1,898	(44)	(2.3)	5,096	5,010	(86)	(1.7)	24,327	24,320
Purchased Services	664	642	(22)	(3.4)	1,612	1,674	62	3.7	7,281	7,525
Supplies & Materials	144	175	31	17.7	740	653	(87)	(13.4)	2,158	2,305
Chargebacks	0	(1)	(1)	(100.0)	0	(1)	(1)	(100.0)	(296)	(294)
Capital Expenditures	11	14	3	20.8	11	189	178	94.1	345	171
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	10	19	9	46.4	69	63	(6)	(9.8)	674	678
Total Expenditures	7,246	7,700	454	5.9	17,420	17,896	476	2.7	89,058	89,335
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	(3,371)	(3,371)
Operating Excess (Deficit)	(\$2,545)	(\$3,296)	751	22.8	\$9,114	\$9,369	(\$255)	(2.7)	\$182	\$75

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
Revenues										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$9,402	\$9,402
Interest	10	7	3	49.6	47	26	21	79.8	50	50
Tuition, Fees, Admissions	234	12	222	1,851.9	1,587	103	1,484	1,441.1	1,787	1,787
Other Local Revenues	29	139	(110)	(79.2)	207	172	35	20.5	235	248
State Sources	3,492	2,913	579	19.9	23,135	23,533	(398)	(1.7)	64,386	64,504
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	3,765	3,071	694	22.6	24,977	23,834	1,143	4.8	75,859	75,992
Expenditures										
Salaries	3,712	4,230	518	12.3	8,231	8,573	342	4.0	44,932	44,997
Benefits	1,625	1,588	(37)	(2.3)	4,309	4,195	(114)	(2.7)	19,320	19,340
Purchased Services	637	584	(53)	(9.0)	1,490	1,496	6	0.4	6,560	6,608
Supplies & Materials	110	119	9	7.8	591	515	(76)	(14.8)	1,476	1,652
Chargebacks	0	(4)	(4)	(112.4)	0	(4)	(4)	(112.4)	(299)	(298)
Capital Expenditures	10	13	3	22.7	10	179	169	94.3	265	96
Debt Service	0	0	0	N/A	0	0	0	N/A	0	-
Other	3	5	2	36.7	43	44	1	2.5	52	50
Total Expenditures	6,097	6,535	438	6.7	14,674	14,998	324	2.2	72,306	72,445
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	(3,371)	(3,371)
Operating Excess (Deficit)	(\$2,331)	(\$3,464)	1,133	32.7	\$10,303	\$8,836	\$1,467	16.6	\$182	\$176

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$504	\$504
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	19	2	17	848.2	112	66	46	69.2	507	507
Other Local Revenues	18	18	0	1.3	45	18	27	151.4	0	52
State Sources	24	6	18	305.9	301	398	(97)	(24.4)	9,874	9,989
Federal Aids from MDE	869	1,307	(438)	(33.5)	1,094	2,881	(1,787)	(62.0)	5,732	5,601
Federal Direct Aids	5	0	5	N/A	5	68	(63)	(92.6)	135	135
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	936	1,333	(397)	(29.8)	1,557	3,431	(1,874)	(54.6)	16,752	16,789
<u>Expenditures</u>										
Salaries	763	723	(40)	(5.6)	1,660	1,735	75	4.3	9,637	9,632
Benefits	317	310	(7)	(2.2)	787	815	28	3.4	5,007	4,980
Purchased Services	27	58	31	53.0	123	178	55	31.1	721	916
Supplies & Materials	34	56	22	38.7	149	138	(11)	(8.0)	682	653
Chargebacks	(0)	3	3	116.5	(0)	3	3	116.5	3	5
Capital Expenditures	1	1	(0)	(4.9)	1	10	9	89.5	80	75
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	7	14	7	49.9	26	19	(7)	(38.3)	621	628
Total Expenditures	1,149	1,165	16	1.3	2,746	2,898	152	5.3	16,752	16,889
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$214)	168	(382)	(227.2)	(\$1,189)	\$533	(\$1,722)	(323.0)	\$0	(\$101)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	9.9	3	1	2	163.9	6	6
State Sources	23	22	1	4.8	24	22	2	7.6	190	190
Federal Aids from MDE	218	212	6	3.1	424	378	46	12.1	2,371	2,371
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	172	170	2	1.1	195	181	14	7.6	1,204	1,204
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	414	404	9	2.3	645	582	63	10.8	3,771	3,771
<u>Expenditures</u>										
Salaries	119	116	(3)	(2.2)	240	235	(5)	(2.3)	1,205	1,205
Benefits	53	44	(9)	(19.9)	105	94	(11)	(12.1)	544	544
Purchased Services	6	8	2	24.6	19	29	10	32.8	86	86
Supplies & Materials	194	187	(7)	(3.5)	315	313	(2)	(0.6)	2,125	2,125
Chargebacks	0	1	1	100.0	0	1	1	100.0	168	168
Capital Expenditures	0	0	0	N/A	6	21	15	70.9	14	21
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	1	(3)	(4)	(121.8)	15	15
Total Expenditures	371	356	(15)	(4.2)	687	690	3	0.4	4,156	4,163
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$43	\$48	(\$5)	(11.3)	(\$42)	(\$108)	\$66	60.7	(\$385)	(\$392)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	15	(15)	(100.0)	0	85	(85)	(99.8)	5	5
State Sources	130	115	15	12.6	1,308	1,283	25	1.9	6,018	6,018
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	130	130	(0)	(0.4)	1,308	1,368	(60)	(4.4)	6,023	6,023
<u>Expenditures</u>										
Salaries	109	116	7	6.1	250	264	14	5.3	1,241	1,241
Benefits	76	78	2	1.9	164	164	0	0.2	900	900
Purchased Services	426	461	35	7.5	725	575	(150)	(26.1)	3,744	3,744
Supplies & Materials	29	27	(2)	(8.6)	76	63	(13)	(21.0)	348	348
Chargebacks	0	0	0	N/A	0	0	0	N/A	1	1
Capital Expenditures	3	3	(0)	(4.9)	240	279	39	13.8	231	231
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	(0)	N/A	0	0	(0)	N/A	1	1
Total Expenditures	644	685	41	6.0	1,455	1,345	(110)	(8.2)	6,466	6,466
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$515)	(\$555)	\$40	7.3	(\$147)	\$23	(\$170)	(739.9)	(\$443)	(\$443)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$954	\$954
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	154	162	(8)	(5.2)	647	612	35	5.7	1,624	1,624
Other Local Revenues	(0)	12	(12)	(102.6)	36	22	14	64.8	146	146
State Sources	378	354	24	6.7	861	1,038	(177)	(17.1)	2,414	2,414
Federal Aids from MDE	0	73	(73)	(100.0)	13	81	(68)	(84.2)	17	17
Federal Direct Aids	209	179	30	16.9	209	873	(664)	(76.0)	1,934	1,934
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	740	780	(40)	(5.1)	1,766	2,626	(860)	(32.7)	7,089	7,089
<u>Expenditures</u>										
Salaries	323	291	(32)	(10.9)	727	701	(26)	(3.7)	3,740	3,740
Benefits	152	130	(22)	(16.8)	376	346	(30)	(8.7)	1,645	1,645
Purchased Services	84	26	(58)	(222.4)	307	198	(109)	(54.9)	1,171	1,169
Supplies & Materials	32	26	(6)	(24.0)	95	76	(19)	(25.4)	291	303
Chargebacks	0	1	1	100.0	0	1	1	100.0	307	307
Capital Expenditures	11	3	(8)	(269.2)	11	13	2	14.8	5	5
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	3	2	(1)	(32.0)	12	15	3	21.1	172	162
Total Expenditures	604	479	(125)	(26.2)	1,528	1,350	(178)	(13.2)	7,331	7,331
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
Operating Excess (Deficit)	\$136	\$301	(\$165)	(54.9)	\$238	\$1,276	(\$1,038)	(81.3)	(\$242)	(\$242)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$2,849	\$2,849
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	1	1	0	43.6	21	6	15	252.8	17	17
State Sources	39	35	4	12.1	406	397	9	2.1	1,079	1,079
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	1	(1)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	600	600
Total Revenues	41	36	5	13.0	427	404	23	5.6	4,545	4,545
<u>Expenditures</u>										
Salaries	52	66	14	20.8	211	225	14	6.4	745	745
Benefits	24	27	3	12.6	112	107	(5)	(4.2)	310	310
Purchased Services	39	26	(13)	(50.7)	157	81	(76)	(93.3)	1,832	436
Supplies & Materials	77	22	(55)	(248.0)	504	45	(459)	(1,019.1)	441	663
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	434	33	(401)	(1,214.4)	1,838	2,033	195	9.6	4,580	5,755
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	2	4	2	56.9	8	8
Total Expenditures	625	174	(451)	(259.4)	2,821	2,495	(326)	(13.1)	7,916	7,916
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	3,371	3,371
Operating Excess (Deficit)	(\$585)	(\$138)	(\$447)	(323.7)	(\$2,395)	(\$2,091)	(\$304)	(14.5)	\$0	(\$0)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	1	(1)	(99.8)	0	1	(1)	(99.8)	-	-
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	3	(3)	(100.0)	0	15	(15)	(100.0)	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	3,600	3,600
Total Revenues	0	4	(4)	(100.0)	0	16	(16)	(100.0)	3,600	3,600
<u>Expenditures</u>										
Salaries	0	(8)	(8)	(100.0)	0	2	2	100.0	0	0
Benefits	0	(2)	(2)	(100.0)	0	2	2	100.0	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	165	165
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	202	202	100.0	0	1,656	1,656	100.0	3,435	3,435
Debt Service	0	0	0	100.0	0	0	0	100.0	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	192	192	100.0	0	1,660	1,660	100.0	3,600	3,600
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	(\$188)	\$188	100.0	\$0	(\$1,644)	\$1,644	100.0	\$0	(\$0)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$18,559	\$18,559
Interest	174	(521)	695	133.5	174	(521)	695	133.5	1,000	1,000
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	221	122	99	80.9	1,061	539	522	96.8	2,242	2,242
Federal Aids from MDE	(5)	(466)	461	98.9	442	0	442	N/A	0	0
Federal Direct Aids	0	466	(466)	(100.0)	0	466	(466)	(100.0)	885	885
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	94,127	(94,127)	(100.0)	0	0
Total Revenues	390	(399)	789	197.7	1,677	94,611	(92,934)	(98.2)	22,687	22,687
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	2,788	944	(1,844)	(195.3)	6,760	5,577	(1,183)	(21.2)	30,809	30,809
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	2,788	944	(1,844)	(195.3)	6,760	5,577	(1,183)	(21.2)	30,809	30,809
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$2,398)	(\$1,343)	(\$1,055)	(78.5)	(\$5,083)	\$89,034	(\$94,117)	(105.7)	(\$8,122)	(\$8,122)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	4	2	2	86.9	4	2	2	86.9	13	13
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	200	200
State Sources	0	0	0	N/A	0	0	0	N/A	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	4	2	2	86.9	4	2	2	86.9	213	213
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	250	250
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	0	N/A	0	0	0	N/A	250	250
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$4	\$2	\$2	86.9	\$4	\$2	\$2	86.9	(\$37)	(\$37)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	75	73	2	3.1	341	336	5	1.4	815	815
State Sources	0	0	0	N/A	0	0	0	N/A	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	75	73	2	3.1	341	336	5	1.4	815	815
Expenditures										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	53	46	(7)	(14.5)	159	167	8	5.0	720	720
Purchased Services	5	5	0	4.8	19	19	(0)	(0.7)	58	58
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	57	51	(6)	(12.6)	178	186	8	4.4	778	778
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$18	\$22	(\$4)	(19.0)	\$163	\$150	\$13	8.6	\$37	\$37

DULUTH PUBLIC SCHOOLS - ISD 709
 October 17
 Student Activities

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

PAGE 14

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	2	2
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	542	542
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	249	249
State Sources	0	0	0	N/A	0	0	0	N/A	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	797	797
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	0	0	0	N/A	1,589	1,589
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	855	855
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	706	706
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	28	28
Total Expenditures	0	0	0	N/A	0	0	0	N/A	1,589	1,589
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 10/31/2017

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
10/06/2017	V106466	CITISTREET FOR MSRS	14,271.48
10/06/2017	V79764	DULUTH FEDERATION OF TEA	34,208.16
10/06/2017	V106637	EBC - FLEX EFT	12,225.92
10/06/2017	V106636	EBC - TSA EFT	66,583.04
10/06/2017	V79771	EDUCATION MN CLERICAL EFT	1,200.12
10/06/2017	V102915	FEDERAL 941 PR TAXES	601,921.49
10/06/2017	V107231	HARBOR POINTE CREDIT UNION	7,199.00
10/06/2017	V108066	MG TRUST	133,489.59
10/06/2017	V05173	MN CHILD SUPPORT EFT	1,760.37
10/06/2017	V108320	MN DEPT OF REVENUE EFT	200.33
10/06/2017	V102916	MN STATE PR TAXES	98,059.10
10/06/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	96,795.30
10/06/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	263,195.56
10/06/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,535,852.26
10/20/2017	V106466	CITISTREET FOR MSRS	82,555.50
10/20/2017	V79764	DULUTH FEDERATION OF TEA	34,114.52
10/20/2017	V106637	EBC - FLEX EFT	12,114.80
10/20/2017	V106636	EBC - TSA EFT	61,341.13
10/20/2017	V79771	EDUCATION MN CLERICAL EFT	1,232.49
10/20/2017	V102915	FEDERAL 941 PR TAXES	603,438.06
10/20/2017	V107231	HARBOR POINTE CREDIT UNION	7,199.00
10/20/2017	V108066	MG TRUST	127,746.52
10/20/2017	V05173	MN CHILD SUPPORT EFT	1,760.37
10/20/2017	V108320	MN DEPT OF REVENUE EFT	718.46
10/20/2017	V102916	MN STATE PR TAXES	98,367.47
10/20/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	97,715.36
10/20/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	262,948.24
10/20/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,573,695.05
10/27/2017	V06645	MEDICA HEALTH PLAN (EFT)	182,841.20
10/27/2017	V106638	PEIP - HLTH EFT	1,393,333.68
10/27/2017	V80030	DELTA DENTAL PLAN OF MN(EFT)	57,445.72
10/27/2017	V104923	HARRIS BANK	25,965.58
			7,491,494.87

ISD 709 - Duluth Public Schools
GF Investment Activity for FY 2018
As of October 31, 2017

Beginning Investment Balance (September 30, 2017) \$ 2,926,489.55

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)	
10/2/2017	MN Trust Term Series	MN Trust	11/2/2017	1.09%	2,000,000.00

Total Purchases \$ 2,000,000.00

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)	
10/30/2017	Homestreet Bk Seattle WA	MBS	10/30/2017	1.00%	\$ 245,000.00

Total Maturities \$ 245,000.00

Other items:

Add:	Money Market Funds Interest (Oct)	\$	47.03
	Beginning Value Adjustment		
	Other Interest/Cash Balance on Account (Reverse)		

Deduct:	Transaction Fees/Other		
	Market Value Adjustment-Adjust for Cost Basis		

Total Other \$ 47.03

Ending Investment Balance (October 31, 2017) \$ 4,681,536.58

Note: Ending Investment Balance as of October 31, 2016 was \$14,928,794.76

Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2018
December 2017

Grade Levels	Dec Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	PRELIM EOY
						APU 1617
KG	611.66	0.9938732937576	607.91	1.00	607.91	546.04
HK	71	1.0238656447131	72.69	1.00	72.69	59.83
Gr 1-3	1859	0.9898642850986	1840.16	1.00	1840.16	1921.71
Gr 4-6	1827	0.9830237879431	1795.98	1.00	1795.98	1720.39
Gr 7-8	1207.03	0.9682159680254	1168.67	1.20	1402.40	1342.01
Gr 9-12	2765.76	0.9258631253780	2560.72	1.20	3072.86	3091.88
Sub-Total	8341.45		8046.13		8792.01	8681.86
Other APU Generators						
	Dec Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
Early Childhood	224	0.422853433	94.72	1.000	94.72	95.08
Early Childhood Details	Final Count	Dec 1 Count	Final PU			
14-15	371	204	93.34			
15-16	367	228	86.97			
16-17	384	210	90.54			
17-18*		224	94.72			
Resident Tuition**						
Resident Tuition Details	Total APU				32.73	
14-15	32.90					
15-16	35.28					
16-17	30.01					
17-18*	32.73					
ALC**						
ALC Details	Total APU				258.86	
14-15	278.11					
15-16	260.40					
16-17	238.06					
17-18*	258.86					
Projected Total APU					8886.73	8776.94
Budgeted APU					8811.40	
Net					75.33	

* Projected

** Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

EOY: End of Year

Fundraisers for November 2017

School	Organization	Function
Homecroft	School-wide event	Coupon Books
Lester Park	School-wide	15th Annual Giving Tree Fundraiser - students earn money by doing chores. This money is then used to purchase small holiday trees and toys for patients at Essentia and St Luke's. Students make decorations for trees which are then delivered to patients on Dec 21st.
Lester Park	School-wide	"Wear a Hat for a Dollar" Fridays in December - 1/2 goes to Cancer Society and 1/2 to the Giving Tree Fundraiser
Lincoln Park	Knowledge Bowl	Thank you notes
Ordean-East	For student incentives, grade level challenges on attendance & grade increases	Ordean EMS Logo popsockets
Piedmont ECFE	ECFE	Betty's Pies

204 SCHOOL BOARD MEETING MINUTES

[Note: The provisions of this policy are required by statute.]

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. School Board members and other participants in Executive Closed Session meetings are prohibited from bringing or using a recording device during such meetings.

3. Recordings of closed meetings shall be preserved by the school district for the following time periods:

- a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.
- b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

- c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
- d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
- e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.

4. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

- a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
- b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
- c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

5. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

6. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

- a. The date of the closed meeting;
- b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
- c. The classification of the data.

7. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon

the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
 Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)
 Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)
 Minn. Stat. § 331A.01 (Definition)
 Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)
 Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)
 Op. Atty. Gen. 161-a-20 (Dec. 17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
 MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Replaces: Policies 8090, 8095, 8110, 9105, 9110
 First Reading: 11-21-2017

~~8090 — PREPARATION FOR MEETINGS~~

~~Notification of meetings shall be made as required by law and as additionally provided in these policies.~~

~~Minutes of the previous meeting(s) and pertinent information concerning items on the agenda shall be mailed three (3) days prior to the meeting, for careful study by each member.~~

~~Members of the administrative staff, teachers, and other qualified persons may be called upon by the School Board to furnish information necessary for the School Board to reach a decision.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 04-12-1977~~

~~06-20-1995 ISD 709~~

~~8095 — PROCEDURES DURING MEETINGS~~

~~The Chairperson shall preside at all meetings of the School Board. In the absence of that officer, the Vice Chairperson shall conduct the meeting.~~

~~The order of business that shall be followed is delineated in the School Board's By-Laws. When questions of order arise, procedures shall be in accordance with Robert's Rules of Order, Newly Revised.~~

~~In addition to a written record of the proceedings, a tape recording shall be made and kept on file for reference for a period of six months.~~

~~School Board members and other participants in Executive Closed Session meetings are prohibited from bringing or using a recording device during such meetings.~~

~~The Chairperson has it within his/her power to keep discussions orderly and shall allow speakers to be heard only after they have received the consent of the Chairperson. At the proper time proponents for both sides of an issue may be given an opportunity to be heard.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 04-12-1977~~

~~————— 06-20-1995~~

~~————— 03-20-2012 ISD 709~~

~~8110—SCHOOL BOARD RECORDS~~

~~All proceedings of the School Board shall be permanently filed for reference and be published at stated intervals in a legal newspaper in the City of Duluth. Permanent records shall be stored in a safe place under the jurisdiction of the Clerk of the Board.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 04-12-1977~~

~~06-20-1995 ISD-709~~

~~9105—OFFICIAL PUBLICATIONS~~

~~The School Board, when authorized or required by statute or charter to publish official proceedings and public notices, shall publish said proceedings and notices in the Duluth News Tribune, a newspaper which is qualified as a medium of official and legal publication, published at Duluth, Minnesota, by Forum Communications Company.~~

~~Legal References:~~ ~~MSA 123.33, Subd. 11~~
~~MSA 123.37, Subd. 1~~
~~MSA 331.02, Subd. 7~~

~~Adopted: 09-14-1982 ISD 709~~
~~Revised: 06-20-1995~~
~~02-23-2010 ISD 709~~

~~9110 — MINUTES OF MEETINGS~~

The minutes of the regular and special meetings of the School Board shall include:

1. The classification (regular or special), date, and place of meeting.
2. The call to order, stating time, person presiding, and his/her office.
3. The record of the roll call of School Board members.
4. A notation of the presence or absence of the Superintendent. A notation of other high ranking staff members and visitors present.
5. A record of any corrections to the minutes of the previous meetings and the action approving them.
6. A record of all communications presented to the School Board.
7. A record of the hearing of all petitions of citizens.
8. A record of any reports of School Board members or staff members.
9. A record of each motion placed before the School Board including the member making the motion and the member seconding, if any. On motions requiring other than a majority of those present for passage, the ayes and noes shall be recorded by name.
10. Special marking to indicate policy matters.

The minutes shall be permanently filed and indexed for reference purposes. The minutes of component districts making up the Unified District shall be permanently filed along with any index available for them.

All reports requiring School Board action, resolutions, agreements, and other written documents may be made a part of the minutes by reference and, if so, shall be placed in the School District file as a permanent record.

Legal Reference: ~~MSA 123.33~~

Adopted: ~~06-09-1970 ISD 709~~

Revised: ~~06-08-1976~~

~~06-20-1995~~

~~09-15-1998 ISD 709~~

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION
ALC	Duluth Federations of Teachers	\$50.00	Holiday auction gifts
ALC, Laura MacArthur, Piedmont & Stowe	Carolyn Zanko	In Kind	None
Denfeld	Joe Westerberg	\$125.00	Girls Basketball
Denfeld	Joe Westerberg	\$125.00	Boys Basketball
Denfeld	Jerry Zanko	In Kind	Orchestra
Denfeld	Jerry Zanko	In Kind	Orchestra
Denfeld & East	ACME Tools Duluth C/O Troy Kirsch	In Kind	None
East	World Block, Inc	\$300.00	Yearbook
East	Cirrus Design Group	\$1,000.00	None
Laura MacArthur	Laura and Dustin DeSanto	In Kind	Children with special needs
Myers-Wilkins	Thomas Albright	\$150.00	Gym equipment
Myers-Wilkins	Theresa and Mike Akervik	\$300.00	Office guest chairs
Stowe	Asbury United Methodist Church	In Kind	None
Stowe	The North Shore Estates	In Kind	None
Stowe	Bethany Community Church	In Kind	None
Stowe	Parent Group	\$1,500.00	5th grade Wolf Ridge trip
Stowe	Advantage Emblem & Screen Printing	\$400.00	Hurricane Fund Puerto Rico
Stowe	Stowe Foundation	\$1,000.00	5th grade Wolf Ridge trip
Stowe	Parent Group	\$800.00	5th grade transportation
Stowe	Parent Group	\$1,100.00	Classroom use

RESOLUTION
Certified Tax Levy 2017 Payable 2018

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2017 Payable 2018 at \$31,697,855.86.

RESOLUTION
Reopen Rockridge Building

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby reopen the vacant Rockridge building, located at 4849 Ivanhoe Street, by January 3, 2018.

BE IT FURTHER RESOLVED, That the Rockridge building will now house the Woodland Hills Academy, which will be renamed “Rockridge Academy”.

**Expenditure Contracts Signed
November 2017**

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

Name	Amount	Source	Description
Julian Kitto	\$2,500.00	American Indian Education	Hand drumming at cultural activities at Piedmont and Lincoln Park
Pat St. Germaine	\$2,000.00	American Indian Education	Jingle dress dancing/teaching and other cultural activities at Piedmont and Lincoln Park
Jonathan Thunder	\$2,000.00	American Indian Education	Mural project at Denfeld with students
New Frontier 21 Consulting, LLC/ Dr. Anthony Muhammad	\$6,500.00	Denfeld	Professional Development; elimination of achievement gap
Arrowhead Consulting & Testing, LLC	\$10,902.00	Rockridge	Correct contract to reflect proposal document
Big River Group, LLC	\$4,310.00	The Hills	Develop/ deliver retreat and planning project with teachers/ staff
North Shore Scenic RR	\$450.00	Lester Park	Holiday field trip/ train ride
Charles Smith	\$4,000.00	Office of Education Equity	Development of Ojibwe language curriculum materials/ presentations
Jonathan Thunder	\$14,000.00	Office of Education Equity	Artist illustrator for literacy materials for Misaabekong Ojibwe Immersion Program at Lowell, animated videos
Happy Time Day Care	\$1,775.00	Special Services	Preschool planning as required by IEP

AGREEMENT

THIS AGREEMENT, made and entered into this date **10-12-17**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Julian Kitto**, 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 **10-12-17**, and shall remain in effect until **6-30-18**, 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 Hand Drumming during cultural activities for Piedmont Elementary and Lincoln Park Middle School Contractor rate will be \$50.00 (Fifty dollars)/per session
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,500.00 Two thousand and five hundred 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 3 Sunrise Drive Cloquet, MN 55720.

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.

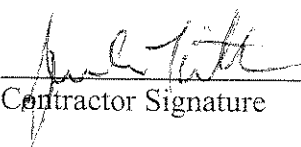
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

 _____ SSN/ Tax Identification Number 11/2/17
Contractor Signature Date

[Handwritten Signature]

Program Director

10/27/17

Date

[Handwritten Signature]

Director of Curriculum and Instruction

10/27/17

Date

[Handwritten Signature]

Director of Business Service / Superintendent of Schools

11/9/17

Date

AGREEMENT

THIS AGREEMENT, made and entered into this date on **10-11-17**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Pat St. Germaine**, 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 **10-11-2017**, and shall remain in effect until **6-30-2018**, 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. The Contractor** will be on contract with DPS American Indian Education Department to provide **Jingle Dress Dancing/Teachings and other cultural activities at Piedmont Elementary School and Lincoln Park Middle School**. Contractor rate will be \$50.00 (Fifty dollars) per session.

3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00 (Two 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 **2426 West 4th Street, Duluth, MN 55806.**

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.

Pat St. Germaine
Contractor Signature

SSN/ Tax Identification Number Date

11-2-17

[Handwritten Signature]

Program Director

10/27/17

Date

[Handwritten Signature]

Director of Curriculum and Instruction

10/27/17

Date

[Handwritten Signature]

Director of Business Service / Superintendent of Schools

11/9/17

Date

AGREEMENT

THIS AGREEMENT, made and entered into this date, October 18, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Thunder, 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 18, 2017 and shall remain in effect until June 30, 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.** The Contractor will be on contract with DPS American Indian Education Department to do a mural project with Denfeld High School students. The contractor will be working with an Art teacher to provide an ojibwe inspired mural with historical context. The contractor will be paid \$50.00 (Fifty Dollars) an 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 \$2,000.00 Two 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

315 North Lake Avenue #206
Duluth, MN 55806

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.

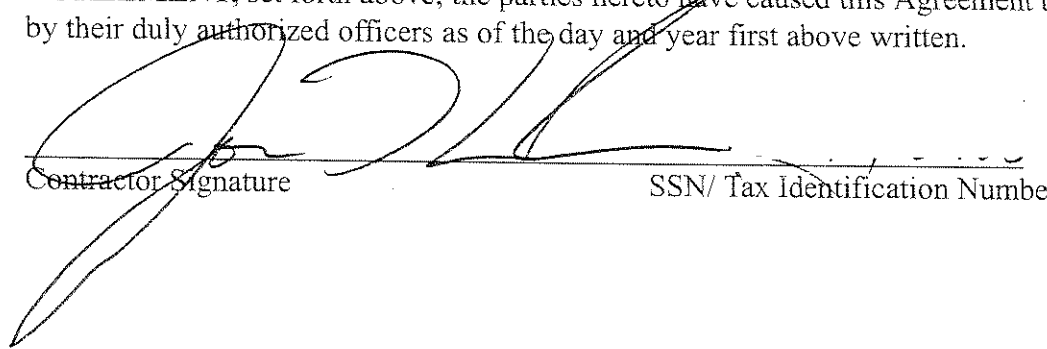
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

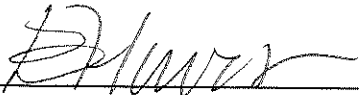
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

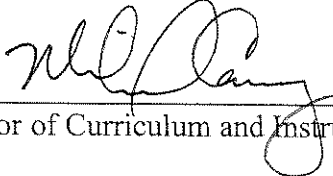
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature _____ SSN/ Tax Identification Number _____ Date Oct 25, 2017




Program Director

10/9/17
Date



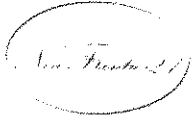
Director of Curriculum and Instruction

10/6/17
Date



Director of Business Service / Superintendent of Schools

11/9/17
Date



New Frontier 21 Consulting, LLC

Professional Services Agreement

This contract, entered into this 15th day of October, 2017 between *New Frontier 21 Consulting, LLC* and *Duluth Public Schools* (Hosting Agency) for the services of Dr. Anthony Muhammad. New Frontier 21 will commence performance on the day of January 26, 2018 and shall complete performance as agreed upon between New Frontier 21 Consulting, LLC and the Hosting Agency by the 26th day of January, 2018.

Relationship

This contract shall not be interpreted or construed as creating or establishing the relationship of employer and employee between New Frontier 21, LLC and the Hosting Agency.

Taxes

New Frontier, LLC assumes sole responsibility for paying both state and federal taxes for payments received from the hosting agency.

Group Health, Life Insurance, Worker's Compensation and Unemployment Insurance

The hosting agency is in no way responsible for providing group health and life insurance, worker's compensation, or unemployment insurance for any employee of New Frontier 21 Consulting, LLC.

Ownership of and Rights to Use Copyrighted Materials

New Frontier Consulting, LLC is the owner of all copyrighted materials and the use of such materials outside of the scope of work identified in this contract is prohibited. If the hosting agency desires to use copyrighted material outside of the scope of work identified within this contract, the hosting agency must receive written approval from New Frontier 21, LLC.

New Frontier 21, LLC's Scope of Services

New Frontier 21, LLC agrees to provide services for a fee of \$6,500 (\$6,500 per day including travel expenses)

- Present one day(s) of professional development
- Provide electronic copies of all materials being used for presentation to hosting agency prior to date of professional development

Hosting Agency's Scope of Services

The hosting agency agrees to provide:

- Copies of all relevant handout material for participants
- Provide adequate meeting space
- Provide adequate audio/visual equipment

Professional Services Fee Payment

The hosting agency agrees to make payment of professional services fee to New Frontier 21, LLC within Thirty (30) days of the date of service delivery identified within this contract.

Termination of Agreement

New Frontier 21, LLC and the hosting agency reserve the right to terminate this contract with thirty days written notice.

If you agree to the conditions of this contract and are satisfied with the scope of work identified, New Frontier 21, LLC requests that an authorized agent sign below and return to New Frontier 21, LLC, 6030 Orchard Woods Drive, West Bloomfield, Michigan 48324 or you can fax a signed copy to (248) 366-4746, or emailed to amuhammad@newfrontier21.com . One(1) of the signed originals will be returned to you after being signed by an agent of New Frontier 21, LLC.

New Frontier 21, LLC

Signature Date

Printed Title

Printed Name

Employee Identification Number

Hosting Agency

[Handwritten Signature] 10/24/17
Signature Date

Principal

Printed Title

Lonya M. Scamers

Printed Name

Douglas A. Hasler 11/30/17
Signature Date

CFO

Printed Title

Douglas A. Hasler

Printed Name

MEMORANDUM

TO: Doug Hasler, CFO/Executive Director of Business Services

FROM: Jason Barsness, Coordinator of Health, Safety & Environmental Management

DATE: November 16, 2017

RE: **Contract for Asbestos Management Services - Rockridge**

The attached amended contract between ISD 709 and Arrowhead Consulting, Inc. is for asbestos consulting work to manage and monitor the asbestos removal at Rockridge. It is a T&M (time and materials) contract, therefore, it is an estimate and should not have read "not to exceed" in #5 Reimbursement.

Attached for your signature please find two (2) copies of the contract between ISD 709 and Arrowhead Consulting Inc. for the asbestos consulting services. After review, please sign and return to the Facilities Management office for processing.

If you have any questions, please contact me at extension 3240.

Thank you.

cc: Dave Spooner

AGREEMENT

THIS AGREEMENT, made and entered into 13th day of November, 2017, by and between Duluth Public Schools, Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Arrowhead Consulting & Testing, 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 September 13, 2017 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.** *Provide an asbestos project design package including quote documents outlining asbestos removal procedures for the renovation of Rockridge School. Estimated project design cost including 10 samples - \$1,015.00; estimated air monitoring/project oversight cost - \$9,887.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations estimated at \$10,902.00. 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

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 ISD 709, 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 Jason Barsness, 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: Arrowhead Consulting & Testing, Inc., 5606 Miller Trunk Highway, Duluth, MN 55811

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

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

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

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

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

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

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

17. **Cancellation.** 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. **Professional Liability:** Contractor is required to maintain insurance protecting it from claims 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 including coverage relating to asbestos and environmental hazards.

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>
Doug Hasler	CFO/Executive Director of Business Services

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

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

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.

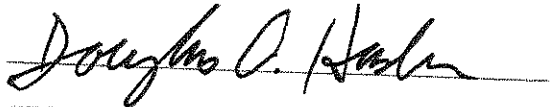
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709

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

ARROWHEAD CONSULTING & TESTING, INC.



CFO/Executive Director of Business Services



By



Title

Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of August, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Big River group, LLC, 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. **8-29-17 and throughout school year** This Agreement shall be deemed to be effective as of

8-29-17, and shall remain in effect until 6-8-2018, 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.** Develop and deliver: August 29, 2017 planning project with Woodland Hills Academy teachers and staff. Ongoing assistance throughout the school year.

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 \$ 4310.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety

of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, 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 _____ (mailing address including Zip Code).

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.

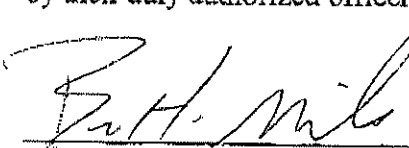

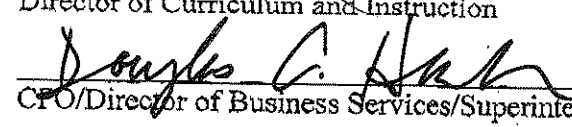
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

	41-1913522	11-13-17
Contractor Signature	SSN/Tax ID Number	Date
		11/17/17
Program Director		Date
Ma		
Director of Curriculum and Instruction		Date
		11/19/17
CFO/Director of Business Services/Superintendent of Schools		Date



Research, "Chainsaw Planning"SM & Training

P.O. Box 5120 • St. Cloud, MN 56302-5120 • (800) 500-7017 • Fax (320) 202-1010 • www.bigrivergroup.com

Woodland Hills • Retreat & Work Session • August 29, 2017 **Designing The Program for 2017-2018 & Forward**

Step #1: Write items for your new Vision here.

In five years, we will have developed, delivered, & be recognized for...

- Seamless integration between treatment & education 35
- Leaders in transition for post-education & community integration 14
- Positive climate for students & staff 10
- Improved graduation rate & follow-up 9
- Many options available (arts, music, sports, recreation, vocational) 9
- Trauma-informed & culturally competent 8

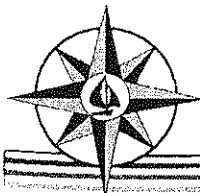
Step #2: Write your organization's new Mission here.

We will deliver our Vision by using these ideas & actions:

- Ongoing training on integrating trauma-informed approach to classrooms & teams (teams, teachers & staff in training together with same trainer) 21
- Have a staff from the Hills for each group who is a primary education staff, M-F goes to school every day with students 18
- Rotational focus mtg. on "Home Runs" w/ Case mgrs., monthly mtg. with all teachers & treatment team 14
- Scheduled mtg. times between primary teachers & team leadership & once each week with staff 10

Step #3: Identify between 4 & 6 Priorities for 2017-2018.

- 1) Communication (daily, weekly, monthly) 25
- 2) Each team has one designated "education specialist" – work school shift & attend IEP meetings, in charge of homework, missing assignments 21
- 3) Common & consistent behavior monitoring plan 20
- 4) Quarterly team-building with Hills staff & teaching staff 10
- 5) Clearly identified roles & clear expectations for teachers & staff 6
- 6) Staff training together, not separate 6



BIG RIVER
Group, LLC

Research, 'Chainsaw Planning'™ & Training

P.O. Box 5120 • St. Cloud, MN 56302-5120 • (800) 500-7017 • Fax (320) 202-1010 • www.bigrivergroup.com

Invoice

Date October 27, 2017

To Woodland Hills

From Big River Group, LLC
PO Box 5120
St. Cloud, MN
56302-5120

Tax ID #s US: 41-1913522 • MN: 3830234

Project Tasks Develop & deliver
• August 29, 2017 Planning Project
• Ongoing assistance

Invoice Amount \$4310.00

Thank You!



Duluth & North Shore Railway, Inc.
 d.b.a. North Shore Scenic Railroad
 506 West Michigan Street Duluth, MN 55802
 (800)423-1273 (218)722-1273
 Fax (218)733-7596
 E-mail info@northshorescenicrailroad.org

2017 CHARTER CONTRACT

This contract is made between the DULUTH & NORTH SHORE RAILWAY, Inc d.b.a. NORTH SHORE SCENIC RAILROAD (NSSR) (hereafter called Operator) and **Lester Park Elementary** (hereafter called Chartering Party). The Chartering Party's authorized representative is Annette Loisel, annette.loiselle@isd709.org, 336-8875

TERMS OF CHARTER

In consideration of payments made and performance herein specified on the part of the Chartering Party, the Operator shall provide rolling stock and crew for the benefit of the Chartering Party excursion. The Conductor shall be responsible for the operation of the rolling stock that the Operator warrants to be rail worthy. The train excursion will depart from: **52nd Avenue East and go to the Duluth Depot.** On **Tuesday, December 19th at 11:30am** the Operator will provide an excursion for the Chartering Party. The rolling stock (train) will be used exclusively for the transportation of passengers on a pleasure excursion on the Lake Front Line. The rolling stock of **RDC Budd Car #9169, capacity of 96 passengers** will be available for the purpose of loading and unloading passenger's ten minutes prior and ten minutes following the chartered time without additional charge. The Operator reserves the right to substitute the rolling stock, but will usually notify the Chartering Party. Trains are subject to delays at no fault to the Operator.
 The total number of passengers is estimated to be **96 people** and will be finalized by date 10 business days prior to excursion dates.

FEES

The Chartering Party agrees to pay the total sum of **\$450.**
 This cost includes a **roundtrip** excursion to **the Duluth Depot.** The price above includes a **story ready of the Polar Express**

DEPOSIT

A signed copy of this contract must be returned. The deposit of **\$225** (1/2 total costs) is due within 3 months of the charter event. The remaining amount is due upon arrival prior to departure. Failure by the Chartering Party to return a signed copy of this agreement and the deposit by the due date will result in the cancellation of the reservation date at the sole discretion of the Operator without notification to the Chartering Party.

PAYMENT

Total fees as indicated above are due and payable in full before boarding will begin unless prior arrangements are made and approved in writing by the Business Manager of the North Shore Scenic Railroad.

CANCELLATION & REFUNDS

The Chartering Party must cancel the reserved excursion within 10 business days prior to departure to receive ninety percent reimbursement of deposit. Any cancellation made after 10 business days prior to departure will result in forfeiture of the entire deposit. Full refund of the initial deposit plus any additional payments will be made on account of equipment breakdown, lay up for repairs or any other occurrence which causes the Operator to cancel the excursion. The Chartering Party releases the Operator from any damage resulting from such cancellation. In the case of difficulty the Operator reserves the option to furnish the Chartering Party with substitute equipment and/or rolling stock. The initial damage deposit will be refunded by mail within 10 days of the charter date providing no damage occurred to the rolling stock or other equipment by the Chartering Party, its members or guests. Damage in excess of the damage deposit will be the responsibility of the Chartering Party.

CONDITIONS

The Chartering Party assumes responsibility for the maintenance of order and the conduct of passengers aboard the rolling stock during the terms of this excursion and shall not engage in or permit guests brought aboard the rolling stock by the Chartering Party to engage in any unlawful acts or to cause damage to any of the Operators equipment. The Chartering Party agrees to indemnify and hold the Operator harmless from any loss or claim of loss or damage which the Operator might incur as a result of failure by the Chartering Party to observe the conditions of this agreement. Any violation of this Charter Agreement by the Chartering Party shall enable the Operator to terminate this agreement. If such a violation occurs while the rolling stock is underway, the Operator may proceed immediately to the station and all passengers will disembark. A termination of this agreement while underway shall result in the forfeiture of the Charter fee and in some cases results in additional penalty fees for broken or damaged equipment. Any extension of the Charter period, once the excursion is underway, shall be made only with the consent of the Business and Operations Managers. This excursion, sponsored by the Chartering Party is adhered to the Alcohol Policies of the Operator, requiring all passengers over the age of 21 to have a valid ID. No outside alcohol is allowed on the train, no illegal substances, and no weapons are allowed on the train. Each passenger will likely be checked prior to boarding, and we reserve the right to search any bags or carry-ons. Any Marketing for the event will need to include this information to assure all passengers are compliant with the policies of the Operator. The Operator reserves the right to require security personal to be hired.

Douglas A. Hasler 11/30/17
 CHARTERING PARTY AGENT signature
Douglas A. Hasler
 CHARTERING PARTY AGENT print name

 NORTH SHORE SCENIC RAILROAD AGENT
Josh Miller, Station Manager
 NSSR AGENT print name

Date: _____

Date: 11/28/2017

Please SIGN & RETURN a copy of this contract within 10 business days.

AGREEMENT

THIS AGREEMENT, made and entered into this day of November 3, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Charles Smith, 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 November 3, 2017, and shall remain in effect until June 30, 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.** The contractor will provide the development of Ojibwe language curriculum materials and presentations for staff and students on the Ojibwe language. The contractor will also work with staff on the implementation of Ojibwe language curriculum materials through professional development.

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 at an hourly rate of (Fifty and 0/100 dollars) \$50.00/hour up to a sum not to exceed Four-thousand and 0/100 dollars (\$4,000.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any

such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail 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 Charles Smith, 1725 Jarvi Rd Cloquet, MN 55720 218-428-7506.

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.

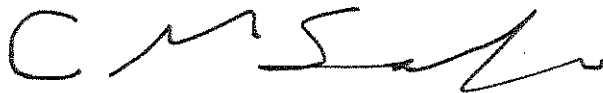
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.



11/16

Contractor Signature

SSN/ Tax Identification Number

Date

WILLIAM HOWES

11/16/17

Initiator

Date



Program Director

11/16/17

Date



Director of Curriculum and Instruction

11/17/17

Date



Director of Business Service / Superintendent of Schools

11/21/17

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of November, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Thunder, 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 November 17, 2017, and shall remain in effect until June 30, 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.** The Contractor will provide services as an artist illustrator for literacy materials for the Misaabekong Ojibwe Immersion Program at Lowell Elementary School. The contractor will create up to 100 (one-hundred) illustrations for a literacy materials based on the sounds of the Ojibwe double-vowel alphabet that will be published in the Ojibwe language for use in the Misaabekong Immersion Program. These illustrations will be provided in either jpeg or PDF formats for use by the District. The Contractor will also create (audio-design, editing, formatting) 10 (ten) leveled Ojibwemowin animated videos based on scripts written by Misaabekong staff. These videos will be formatted to be shared via YouTube and linked to the Misaabekong Program district webpage.
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 artwork illustrations at \$40.00/illustration up to a sum not to exceed \$4,000.00 (four-thousand and 0/100 dollars) and for animation services at \$1,000/completed one-minute video up to a sum not to exceed \$10,000.00 (ten-thousand and 0/100). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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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.

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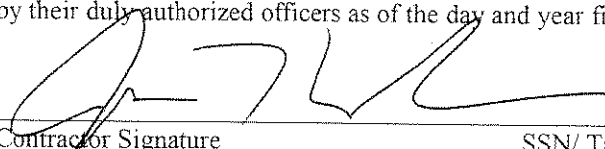
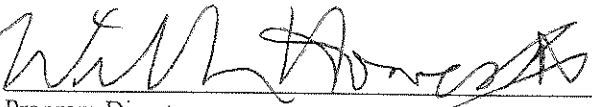


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Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including 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.

	SSN/ Tax Identification Number	11/14/2017
Contractor Signature		Date
WILLIAM HOWES		11/14/17
Initiator - (Contact with questions)		Date
		11/15/17
Program Director		Date
		11/17/17
Director of Curriculum and Instruction		Date
		11/21/17
Director of Business Service / Superintendent of Schools		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 **November 3, 2017** by and between *Independent School District #709, Duluth MN* (hereafter referred to as the SCHOOL DISTRICT) and **Happy Time Day Care** (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 4 hours (240 minutes) per day, 3 day per week, and up to 71 days.
 2. The AGENCY shall perform these services at: **203 North 25th Ave. W. Duluth, MN 55806.**
 3. The approximate date the service will begin is, **November 7, 2017** and shall not extend beyond **May 30, 2018**; the contract not to exceed a total of **71 Days** (3 Days per Week) and a total cost up to **\$1,775.00.** (\$25.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-



Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date 11/15/17

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

By *Jean Crane* 11/16/17
Director