

**Business Committee**  
 Duluth Public Schools, ISD 709  
 Agenda  
 Monday, February 12, 2018  
 District Services Center  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 4:30 PM

1. **Financial Report**
  - A. Financial Report 5
  - B. Approval of Payment of Claims - Attached as an "extra"
  - C. Budget Revisions 29
  - D. Wire Transfers 31
  - E. Investment Transactions 33
  - F. APU Projections 34
  - G. Fundraisers 35
2. **Bids, R.F.P.s and Quotes Reports**
  - A. Bids - None
  - B. RFPs
    - 1) RFP #308 - Professional Audit Services 36  
 Requests for Professional Auditing Services were advertised in the Duluth News Tribune and sent to six known qualified auditing organizations, effective June 30, 2018. The awarded firm would have the option of annual renewal by mutual agreement for subsequent fiscal years through June 30, 2022. Responses were received from three firms.  
  
Recommendation: It is recommended that the Duluth School Board accept the five year proposal submitted by Wipfli, LLP, in the annual amount of \$40,000, all inclusive maximum fee, for the audit year ending June 30, 2018.
  - C. Quotes - None
3. **Policies and Regulations**
  - A. 203.2 - Order of the Regular School Board Meeting 38  
 Per School Board request; update this policy and all policies in Section 200 to add the word "Bylaw" to the title.  
  
Recommendation: It is recommended that the Duluth School Board approve Policy 203.2 - second reading.
  - B. 203.5 - School Board Meeting Agenda 40  
 Per School Board request; update this policy and all policies in Section 200 to add the word "Bylaw" to the title.

Recommendation: It is recommended that the Duluth School Board approve Policy 203.5 - second reading.

C. 208 - Development, Adoption, and Implementation of Policies 42  
Per School Board request; update this policy and all policies in Section 200 to add the word "Bylaw" to the title.

Recommendation: It is recommended that the Duluth School Board approve Policy 208 - second reading.

D. 209 - Code of Ethics 45  
Per School Board request; update this policy and all policies in Section 200 to add the word "Bylaw" to the title.

Recommendation: It is recommended that the Duluth School Board approve Policy 209 - Second reading.

E. 212 - School Board Member Development and Travel/ Expense Reimbursement 49  
Per School Board request; update this policy and all policies in Section 200 to add the word "Bylaw" to the title.

Recommendation: It is recommended that the Duluth School Board approve Policy 212 - second reading.

F. 213 - School Board Committees 50  
Per School Board request; update this policy and all policies in Section 200 to add the word "Bylaw" to the title.

Recommendation: It is recommended that the Duluth School Board approve Policy 213 - second reading.

G. 214 - Out-of-State Travel by School Board Members 56  
Per School Board request; update this policy and all policies in Section 200 to add the word "Bylaw" to the title.

Recommendation: It is recommended that the Duluth School Board approve Policy 214 - second reading.

H. 250 - School Board Member Compensation 58  
Per School Board request; update this policy and all policies in Section 200 to add the word "Bylaw" to the title.

Recommendation: It is recommended that the Duluth School Board approve Policy 250 - second reading.

I. New Policy 204 - School Board Meeting Minutes 59  
Attached is MSBA model policy 204 - School Board Meeting Minutes for the first reading. This policy would replace policies 8090, 8095, 8110, 9105 and 9110.

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

J. Delete Policy 8090 - Preparation for Meetings 62

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 - first reading.

K. Delete Policy 8095 - Procedures During Meetings 63

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 - first reading.

L. Delete Policy 8110 - School Board Records 64

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 - first reading.

M. Delete Policy 9105 - Official Publications 65

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 - first reading.

N. Delete Policy 9110 - Minutes of Meetings 66

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

1) Per Mar Security - Addendum for Rockridge Academy 67

The original Per Mar Security Services Agreement was signed on March 21, 2017 for the annual amount of \$48,578.16 retroactive to April 6, 2016. A revision was necessary due to the update of the security system at Rockridge Academy. At Rockridge Academy, there is an initial installation/radio fee of \$585.00 and a revised monthly fee to \$196.39. This reduces the annual amount to \$48,107.40 and annual savings of \$470.76.

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

the addendum of the PER MAR Security Basic Agreement and the revised Addendum A to Basic Agreement for Rockridge Academy.

2) Greg Follmer Commercial Real Estate - Commercial Realty Listing Contract

Recommendation: It is recommended that the Duluth School Board authorize the Superintendent to negotiate and sign a contract with Greg Follmer Commercial Real Estate to list and market school properties to be sold, including but not limited to, Central High School and Nettleton.

B. Change Orders

1) Deduct CO#1 - Professional Services Agreement-ARI Phase II 73  
Rockridge Construction Plans and Specifications

This document amends the original \$155,000.00 AIA agreement from April 2017 to deduct work scope pertaining to full mechanical and electrical engineering services and adds scope required per MN Statute. The result of this addendum is the deduction of \$26,000.00 from the original contract amount of \$155,000.00 for a new contract amount of \$129,000.00.

Recommendation: It is recommended that the Duluth School Board approve Change Order #1-Architectural Resources Inc. phase II, in the deduct amount of \$26,000.00 for a revised construction contract amount of \$129,000.00.

2) PLACEHOLDER - CO#2 - Kraus Anderson for a general construction change order

3) PLACEHOLDER - Other Change Orders

C. Leases

5. Resolutions

A. B-2-18-XXXX - Acceptance of Donations 76

Recommendation: It is recommended that the Duluth School Board approve Resolution B-2-18-XXXX.

B. PLACEHOLDER - Sale of Property

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

A. Expenditure Contracts 77

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

B. Revenue Contracts - None

C. No Cost or Other Contracts - None

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report 167

F. Resolution B-8-6-3392 - Broadcasting Committee Meetings 169

7. Future Items

A. Policy Updates

B. Adoption of Budget Considerations and Investments (March 2018)

C. Model MSBA Policy on Data Practices

**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	28	28	0	0.5	268	(449)	717	159.7	1,064	1,064
Tuition, Fees, Admissions	285	317	(32)	(10.0)	1,618	1,631	(13)	(0.8)	4,460	4,485
Other Local Revenues	157	288	(131)	(45.5)	1,003	1,102	(99)	(8.9)	1,672	1,745
State Sources	7,372	7,220	152	2.1	36,812	36,424	388	1.1	86,204	84,908
Federal Aids from MDE	402	(1,478)	1,880	127.2	2,886	2,495	391	15.7	8,120	8,198
Federal Direct Aids	(214)	(762)	548	71.9	215	645	(430)	(66.7)	2,954	2,954
Local Sales	161	138	23	N/A	616	620	(4)	N/A	2,001	2,301
Sale of Bonds or Loans	-	-	0	N/A	4,265	94,127	(89,862)	(95.5)	4,200	4,200
<b>Total Revenues</b>	<b>8,192</b>	<b>5,751</b>	<b>2,441</b>	<b>42.4</b>	<b>47,684</b>	<b>136,595</b>	<b>(88,911)</b>	<b>(65.1)</b>	<b>142,942</b>	<b>142,123</b>
<u>Expenditures</u>										
Salaries	7,613	7,698	85	1.1	24,002	24,580	578	2.4	61,501	61,451
Benefits	3,175	3,098	(77)	(2.5)	11,490	11,241	(249)	(2.2)	28,696	28,728
Purchased Services	1,127	1,052	(75)	(7.1)	5,257	4,786	(471)	(9.8)	15,191	13,827
Supplies & Materials	362	412	50	12.3	2,524	2,121	(403)	(19.0)	6,070	6,269
Chargebacks	(0)	-	0	N/A	(0)	-	0	N/A	179	265
Capital Expenditures	52	331	279	84.4	2,551	5,255	2,704	51.5	8,610	9,787
Debt Service	2	2	0	17.2	6,818	5,579	(1,239)	(22.2)	30,809	30,809
Other	3	10	7	66.7	115	119	4	3.6	897	666
<b>Total Expenditures</b>	<b>12,333</b>	<b>12,603</b>	<b>270</b>	<b>2.1</b>	<b>52,756</b>	<b>53,681</b>	<b>925</b>	<b>1.7</b>	<b>151,953</b>	<b>151,802</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(4,141)</b>	<b>(\$6,852)</b>	<b>2,711</b>	<b>39.6</b>	<b>(5,072)</b>	<b>\$82,914</b>	<b>(87,986)</b>	<b>(106.1)</b>	<b>(\$9,011)</b>	<b>(\$9,678)</b>

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

**STATEMENT OF REVENUES AND EXPENDITURES**  
(IN THOUSANDS)

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	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	26	25	1	3.9	86	66	20	30.7	50	50
Tuition, Fees, Admissions	137	146	(9)	(5.9)	572	646	(74)	(11.4)	2,294	2,319
Other Local Revenues	40	176	(136)	(77.3)	368	417	(49)	(11.8)	235	303
State Sources	6,771	6,759	12	0.2	31,844	32,092	(248)	(0.8)	74,260	72,964
Federal Aids from MDE	152	(1,642)	1,794	109.2	1,561	1,640	(79)	(4.8)	5,732	5,761
Federal Direct Aids	(5)	(68)	63	92.6	0	0	0	N/A	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
<b>Total Revenues</b>	<b>7,121</b>	<b>5,396</b>	<b>1,725</b>	<b>32.0</b>	<b>34,431</b>	<b>34,861</b>	<b>(430)</b>	<b>(1.2)</b>	<b>92,611</b>	<b>91,439</b>
<u>Expenditures</u>										
Salaries	6,683	6,797	114	1.7	21,053	21,681	628	2.9	54,570	54,494
Benefits	2,459	2,458	(1)	(0.0)	9,503	9,398	(105)	(1.1)	24,327	24,339
Purchased Services	714	616	(98)	(16.0)	2,846	2,797	(49)	(1.8)	7,281	7,282
Supplies & Materials	110	144	34	23.7	944	950	6	0.6	2,158	2,136
Chargebacks	(0)	0	0	N/A	(3)	(3)	(0)	(0.9)	(296)	(210)
Capital Expenditures	5	23	18	78.8	25	220	195	88.8	345	377
Debt Service	0	0	0	N/A	12	0	(12)	N/A	0	0
Other	3	9	6	61.7	78	81	3	3.4	674	449
<b>Total Expenditures</b>	<b>9,974</b>	<b>10,047</b>	<b>73</b>	<b>0.7</b>	<b>34,459</b>	<b>35,124</b>	<b>665</b>	<b>1.9</b>	<b>89,058</b>	<b>88,868</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	(3,371)	(3,371)
<b>Operating Excess (Deficit)</b>	<b>(\$2,854)</b>	<b>(\$4,651)</b>	<b>1,797</b>	<b>38.6</b>	<b>(\$28)</b>	<b>(\$263)</b>	<b>\$235</b>	<b>89.4</b>	<b>\$182</b>	<b>(\$800)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2018	FY2017	\$ Variance	% Variance	FY2018	FY2017	\$ Variance	% Variance	Adopted	Revised
<b>Revenues</b>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$9,402	\$9,402
Interest	26	25	1	3.9	86	66	20	30.7	50	50
Tuition, Fees, Admissions	18	20	(2)	(11.4)	304	440	(136)	(30.9)	1,787	1,787
Other Local Revenues	27	76	(49)	(65.1)	305	248	57	23.1	235	251
State Sources	6,778	6,796	(18)	(0.3)	31,539	31,679	(140)	(0.4)	64,386	62,930
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
<b>Total Revenues</b>	<b>6,848</b>	<b>6,917</b>	<b>(69)</b>	<b>(1.0)</b>	<b>32,234</b>	<b>32,433</b>	<b>(199)</b>	<b>(0.6)</b>	<b>75,859</b>	<b>74,420</b>
<b>Expenditures</b>										
Salaries	5,643	5,715	72	1.3	17,669	18,140	471	2.6	44,932	44,891
Benefits	1,597	2,055	458	22.3	7,552	7,869	317	4.0	19,320	19,290
Purchased Services	639	572	(67)	(11.7)	2,601	2,522	(79)	(3.1)	6,560	6,357
Supplies & Materials	87	109	22	20.0	754	723	(31)	(4.2)	1,476	1,542
Chargebacks	(1)	0	1	N/A	(24)	(10)	14	138.3	(299)	(297)
Capital Expenditures	5	6	1	18.7	19	187	168	89.7	265	129
Debt Service	0	0	0	N/A	12	0	(12)	N/A	0	-
Other	2	1	(1)	(62.9)	45	48	3	5.5	52	(140)
<b>Total Expenditures</b>	<b>7,971</b>	<b>8,458</b>	<b>487</b>	<b>5.8</b>	<b>28,628</b>	<b>29,479</b>	<b>851</b>	<b>2.9</b>	<b>72,306</b>	<b>71,773</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	(3,371)	(3,371)
<b>Operating Excess (Deficit)</b>	<b>(\$1,123)</b>	<b>(\$1,541)</b>	<b>418</b>	<b>27.1</b>	<b>\$3,606</b>	<b>\$2,954</b>	<b>\$652</b>	<b>22.1</b>	<b>\$182</b>	<b>(\$724)</b>

**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	120	126	(6)	(5.0)	268	206	62	30.2	507	532
Other Local Revenues	13	100	(87)	(86.6)	62	169	(107)	(63.0)	0	52
State Sources	(7)	(37)	30	81.1	305	413	(108)	(26.1)	9,874	10,035
Federal Aids from MDE	152	(1,642)	1,794	109.2	1,561	1,640	(79)	(4.8)	5,732	5,761
Federal Direct Aids	(5)	(68)	63	92.6	0	0	0	N/A	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
<b>Total Revenues</b>	<b>273</b>	<b>(1,521)</b>	<b>1,794</b>	<b>117.9</b>	<b>2,197</b>	<b>2,428</b>	<b>(231)</b>	<b>(9.5)</b>	<b>16,752</b>	<b>17,019</b>
<u>Expenditures</u>										
Salaries	1,040	1,082	42	3.9	3,384	3,541	157	4.4	9,637	9,603
Benefits	862	403	(459)	(114.0)	1,951	1,529	(422)	(27.6)	5,007	5,049
Purchased Services	76	44	(32)	(71.6)	245	275	30	10.9	721	925
Supplies & Materials	23	35	12	35.2	191	227	36	16.0	682	593
Chargebacks	1	0	(1)	N/A	21	7	(14)	(197.9)	3	86
Capital Expenditures	0	17	17	100.0	6	33	27	83.3	80	249
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	2	8	6	77.3	33	33	0	0.4	621	589
<b>Total Expenditures</b>	<b>2,003</b>	<b>1,589</b>	<b>(414)</b>	<b>(26.1)</b>	<b>5,830</b>	<b>5,645</b>	<b>(185)</b>	<b>(3.3)</b>	<b>16,752</b>	<b>17,095</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$1,731)</b>	<b>(3,110)</b>	<b>1,380</b>	<b>44.4</b>	<b>(\$3,634)</b>	<b>(\$3,217)</b>	<b>(\$417)</b>	<b>(13.0)</b>	<b>\$0</b>	<b>(\$76)</b>

**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	1	1	0	27.6	5	3	2	65.6	6	6
State Sources	35	25	10	38.6	86	71	15	21.0	190	190
Federal Aids from MDE	251	237	14	5.8	870	846	24	2.8	2,371	2,371
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	161	138	23	16.6	498	451	47	10.4	1,204	1,204
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>448</b>	<b>401</b>	<b>47</b>	<b>11.6</b>	<b>1,459</b>	<b>1,371</b>	<b>88</b>	<b>6.4</b>	<b>3,771</b>	<b>3,771</b>
<u>Expenditures</u>										
Salaries	179	175	(4)	(2.2)	528	519	(9)	(1.7)	1,205	1,205
Benefits	77	71	(6)	(8.8)	233	208	(25)	(12.2)	544	544
Purchased Services	7	5	(2)	(36.0)	33	40	7	17.0	86	86
Supplies & Materials	217	226	9	3.9	719	747	28	3.7	2,125	2,125
Chargebacks	0	0	0	N/A	1	1	0	26.6	168	168
Capital Expenditures	0	13	13	100.0	6	33	27	81.5	14	21
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	(0)	0	0	N/A	13	10	(3)	(26.0)	15	15
<b>Total Expenditures</b>	<b>480</b>	<b>490</b>	<b>10</b>	<b>2.0</b>	<b>1,533</b>	<b>1,558</b>	<b>25</b>	<b>1.6</b>	<b>4,156</b>	<b>4,163</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$32)</b>	<b>(\$89)</b>	<b>\$57</b>	<b>63.6</b>	<b>(\$75)</b>	<b>(\$187)</b>	<b>\$112</b>	<b>60.2</b>	<b>(\$385)</b>	<b>(\$392)</b>

**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	N/A	0	85	(85)	(99.8)	5	5
State Sources	427	423	4	1.0	1,831	1,791	40	2.2	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
<b>Total Revenues</b>	<b>427</b>	<b>423</b>	<b>4</b>	<b>1.0</b>	<b>1,831</b>	<b>1,876</b>	<b>(45)</b>	<b>(2.4)</b>	<b>6,023</b>	<b>6,023</b>
<u>Expenditures</u>										
Salaries	177	172	(5)	(2.8)	539	543	4	0.7	1,241	1,241
Benefits	114	114	0	0.4	358	355	(3)	(0.8)	900	900
Purchased Services	235	251	16	6.5	1,469	1,259	(210)	(16.7)	3,744	3,739
Supplies & Materials	30	30	(0)	(1.2)	131	119	(12)	(10.1)	348	348
Chargebacks	0	0	(0)	N/A	1	0	(1)	N/A	1	1
Capital Expenditures	0	0	0	N/A	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
<b>Total Expenditures</b>	<b>555</b>	<b>567</b>	<b>12</b>	<b>2.0</b>	<b>2,738</b>	<b>2,555</b>	<b>(183)</b>	<b>(7.2)</b>	<b>6,466</b>	<b>6,461</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$128)</b>	<b>(\$144)</b>	<b>\$16</b>	<b>11.1</b>	<b>(\$908)</b>	<b>(\$679)</b>	<b>(\$229)</b>	<b>(33.7)</b>	<b>(\$443)</b>	<b>(\$438)</b>

**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	148	171	(23)	(13.4)	947	909	38	4.1	1,624	1,624
Other Local Revenues	32	28	4	16.0	73	65	8	12.7	146	151
State Sources	(208)	(230)	22	9.4	994	1,250	(256)	(20.4)	2,414	2,414
Federal Aids from MDE	0	(73)	73	100.0	13	9	4	41.9	17	66
Federal Direct Aids	(209)	(694)	485	69.8	215	179	36	20.1	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
<b>Total Revenues</b>	<b>(237)</b>	<b>(798)</b>	<b>561</b>	<b>70.3</b>	<b>2,242</b>	<b>2,412</b>	<b>(170)</b>	<b>(7.0)</b>	<b>7,089</b>	<b>7,143</b>
<u>Expenditures</u>										
Salaries	492	462	(30)	(6.5)	1,534	1,459	(75)	(5.2)	3,740	3,765
Benefits	193	168	(25)	(14.9)	719	644	(75)	(11.6)	1,645	1,665
Purchased Services	131	161	30	18.4	542	459	(83)	(18.1)	1,171	1,180
Supplies & Materials	2	11	9	83.7	140	113	(27)	(23.7)	291	299
Chargebacks	0	0	(0)	N/A	2	2	0	19.9	307	307
Capital Expenditures	7	1	(6)	(646.5)	19	13	(6)	(42.6)	5	3
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	1	1	100.0	13	17	4	21.1	172	166
<b>Total Expenditures</b>	<b>826</b>	<b>804</b>	<b>(22)</b>	<b>(2.7)</b>	<b>2,969</b>	<b>2,707</b>	<b>(262)</b>	<b>(9.7)</b>	<b>7,331</b>	<b>7,385</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
<b>Operating Excess (Deficit)</b>	<b>(\$1,063)</b>	<b>(\$1,602)</b>	<b>\$539</b>	<b>33.6</b>	<b>(\$727)</b>	<b>(\$295)</b>	<b>(\$432)</b>	<b>(146.3)</b>	<b>(\$242)</b>	<b>(\$242)</b>

**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	2	2	(0)	(5.0)	25	9	16	173.0	17	17
State Sources	134	133	1	0.9	570	556	14	2.4	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	300
Sale of Bonds or Loans	0	0	0	N/A	615	0	0	N/A	600	600
<b>Total Revenues</b>	<b>136</b>	<b>135</b>	<b>1</b>	<b>0.8</b>	<b>1,210</b>	<b>566</b>	<b>28</b>	<b>5.0</b>	<b>4,545</b>	<b>4,845</b>
<u>Expenditures</u>										
Salaries	82	95	13	13.5	348	378	30	7.9	745	745
Benefits	28	32	4	11.2	163	166	3	1.8	310	310
Purchased Services	8	14	6	45.1	243	117	(126)	(107.4)	1,832	462
Supplies & Materials	2	1	(1)	(117.3)	517	55	(462)	(839.9)	441	655
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	39	294	255	86.6	2,261	2,639	378	14.3	4,580	5,720
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
<b>Total Expenditures</b>	<b>160</b>	<b>436</b>	<b>276</b>	<b>63.4</b>	<b>3,533</b>	<b>3,359</b>	<b>(174)</b>	<b>(5.2)</b>	<b>7,916</b>	<b>7,899</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	3,371	3,371
<b>Operating Excess (Deficit)</b>	<b>(\$24)</b>	<b>(\$301)</b>	<b>\$277</b>	<b>92.1</b>	<b>(\$2,324)</b>	<b>(\$2,793)</b>	<b>\$469</b>	<b>16.8</b>	<b>\$0</b>	<b>\$317</b>

**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	1	(1)	(99.8)	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	0	0	0	N/A	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	3,642	0	0	N/A	3,600	3,600
<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>3,642</b>	<b>16</b>	<b>(16)</b>	<b>(100.0)</b>	<b>3,600</b>	<b>3,600</b>
<u>Expenditures</u>										
Salaries	0	(3)	(3)	(100.0)	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	2	2	100.0	0	0
Purchased Services	27	0	(27)	N/A	27	0	(27)	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	0	0	N/A	0	2,071	2,071	100.0	3,435	3,435
Debt Service	0	0	0	100.0	38	0	(38)	(71,001.9)	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>27</b>	<b>(3)</b>	<b>(30)</b>	<b>(1,004.9)</b>	<b>65</b>	<b>2,073</b>	<b>2,008</b>	<b>96.9</b>	<b>3,600</b>	<b>3,600</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$27)</b>	<b>\$3</b>	<b>(\$30)</b>	<b>(1,004.9)</b>	<b>\$3,577</b>	<b>(\$2,057)</b>	<b>\$5,634</b>	<b>273.9</b>	<b>\$0</b>	<b>(\$0)</b>

**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	0	0	0	N/A	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	213	110	103	94.0	1,488	649	839	129.2	2,242	2,242
Federal Aids from MDE	0	0	0	N/A	442	0	442	N/A	0	0
Federal Direct Aids	0	0	0	N/A	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	7	94,127	(94,120)	(100.0)	0	0
<b>Total Revenues</b>	<b>213</b>	<b>110</b>	<b>103</b>	<b>94.0</b>	<b>2,111</b>	<b>94,721</b>	<b>(92,610)</b>	<b>(97.8)</b>	<b>22,687</b>	<b>22,687</b>
<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	2	0	15.0	6,767	5,579	(1,188)	(21.3)	30,809	30,809
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>15.0</b>	<b>6,767</b>	<b>5,579</b>	<b>(1,188)</b>	<b>(21.3)</b>	<b>30,809</b>	<b>30,809</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$212</b>	<b>\$108</b>	<b>\$104</b>	<b>96.0</b>	<b>(\$4,656)</b>	<b>\$89,142</b>	<b>(\$93,798)</b>	<b>(105.2)</b>	<b>(\$8,122)</b>	<b>(\$8,122)</b>

**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	2	3	(1)	(28.1)	7	5	2	40.8	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
<b>Total Revenues</b>	<b>2</b>	<b>3</b>	<b>(1)</b>	<b>(28.1)</b>	<b>7</b>	<b>5</b>	<b>2</b>	<b>40.8</b>	<b>213</b>	<b>213</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	250	200	(50)	(25.0)	250	200	(50)	(25.0)	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
<b>Total Expenditures</b>	<b>250</b>	<b>200</b>	<b>(50)</b>	<b>(25.0)</b>	<b>250</b>	<b>200</b>	<b>(50)</b>	<b>(25.0)</b>	<b>250</b>	<b>250</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$248)</b>	<b>(\$197)</b>	<b>(\$51)</b>	<b>(25.8)</b>	<b>(\$243)</b>	<b>(\$195)</b>	<b>(\$48)</b>	<b>(24.6)</b>	<b>(\$37)</b>	<b>(\$37)</b>

**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	82	81	1	0.6	497	491	6	1.2	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
<b>Total Revenues</b>	<b>82</b>	<b>81</b>	<b>1</b>	<b>0.6</b>	<b>497</b>	<b>491</b>	<b>6</b>	<b>1.2</b>	<b>815</b>	<b>815</b>
<b>Expenditures</b>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	54	55	1	1.5	263	268	5	1.8	720	720
Purchased Services	5	5	0	4.1	29	29	0	1.1	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
<b>Total Expenditures</b>	<b>59</b>	<b>60</b>	<b>1</b>	<b>1.8</b>	<b>292</b>	<b>297</b>	<b>5</b>	<b>1.7</b>	<b>778</b>	<b>778</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$23</b>	<b>\$21</b>	<b>\$2</b>	<b>7.5</b>	<b>\$205</b>	<b>\$194</b>	<b>\$11</b>	<b>5.6</b>	<b>\$37</b>	<b>\$37</b>

DULUTH PUBLIC SCHOOLS - ISD 709  
December 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	99	76	23	30.5	542	542
Other Local Revenues	0	0	0	N/A	36	32	4	11.9	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	119	168	(49)	(29.3)	797	797
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>254</b>	<b>276</b>	<b>(22)</b>	<b>(8.0)</b>	<b>1,589</b>	<b>1,589</b>
<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	68	85	17	20.3	855	855
Supplies & Materials	0	0	0	N/A	73	137	64	46.9	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	9	7	(2)	(24.1)	28	28
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>149</b>	<b>229</b>	<b>80</b>	<b>34.8</b>	<b>1,589</b>	<b>1,589</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>N/A</b>	<b>\$105</b>	<b>\$47</b>	<b>\$58</b>	<b>122.7</b>	<b>\$0</b>	<b>\$0</b>

December 17  
ALL FUNDS

## BALANCE SHEET

ASSETS	12/31/17	06/30/17	12/31/16	FUND BALANCES	12/31/17	06/30/17	12/31/16
Cash / Investments	\$158,024	\$158,661	\$163,888	Reserved for:			
Taxes & Credits Receivable	3,870	19,269	4,037	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	599	665	820	Nonspendable Inventory	189	189	186
Due from Other Funds	284	284	0	Nonspendable Prepaids	68	68	99
Due from Other MN Districts	0	1,390	23	Staff Development	0	0	0
Due From MDE	8,009	8,234	8,436	Teacher Dev & Eval	101	101	148
Due From Federal thru MDE	487	1,201	1,253	Basic skills	0	0	0
Due From Federal - Direct	0	214	0	Learning development	0	0	0
Due from Other Governments	7	34	14	Desegregation	0	0	0
Inventory	189	189	186	Gifted and Talented	0	0	0
Prepaids	56	68	47	Pupil Transportation Safety	0	0	0
				ECFE	196	196	276
<b>Total Assets</b>	<b><u>\$171,526</u></b>	<b><u>\$190,210</u></b>	<b><u>\$178,704</u></b>	Community Education	774	774	694
				Community Services	285	285	322
				Operating Capital	0	0	0
				Facilities	179	179	2,070
				Alternative facilities	0	0	1,059
				Restricted Programs	30	30	30
				Bond Refunding	132,961	132,961	46,315
				Endowment	1,760	2,003	1,713
				Encumbrances	0	0	0
				Severance-Insurance Prem	0	0	0
				Area Learning Center	189	189	414
				Designated for:			
				Textbooks	0	0	1,071
				Carryovers	0	0	255
				Operating Capital	0	0	0
				Referendum	0	0	0
				Undesignated	1,262	6,091	89,776
				<b>Total Fund Balance</b>	<b><u>\$137,994</u></b>	<b><u>\$143,066</u></b>	<b><u>\$144,428</u></b>
				<b>Liabilities &amp; Fund Balance</b>	<b><u>\$171,526</u></b>	<b><u>\$190,210</u></b>	<b><u>\$178,704</u></b>

LIABILITIES	12/31/17	06/30/17	12/31/16
Tax and Aid Anticipation Payable	\$ -	\$ -	\$ -
Accrued Interest Payable	0	0	0
Salaries Payable	498	10,917	399
Accounts Payable	113	3,033	94
Due to Other Funds	284	284	0
Due to Other MN Districts	0	37	0
Due to Other Governments	0	0	0
Claims Payable	181	179	182
Deferred Revenue	13	251	18
Taxes Levied for Subsequent Yr.	32,442	32,442	33,583
Property tax shift	0	(0)	0
<b>Total Liabilities</b>	<b><u>\$33,532</u></b>	<b><u>\$47,144</u></b>	<b><u>\$34,276</u></b>

December 17  
General Fund

### BALANCE SHEET

ASSETS	12/31/17	06/30/17	12/31/16
Cash / Investments	\$11,305	\$6,331	\$13,426
Taxes & Credits Receivable	(7,272)	8,126	(7,791)
Accounts / Interest Receivable	95	55	117
Due from Other Funds	0	0	0
Due from Other MN Districts	0	1,390	0
Due From MDE	7,635	7,648	8,036
Due From Federal thru MDE	474	1,128	1,246
Due From Federal - Direct	0	5	0
Due from Other Governments	7	34	14
Inventory	65	65	84
Prepays	56	61	47
<b>Total Assets</b>	<b>\$12,366</b>	<b>\$24,845</b>	<b>\$15,179</b>

LIABILITIES	12/31/17	06/30/17	12/31/16
Tax and Aid Anticipation Payable	\$0	\$0	\$0
Accrued Interest Payable	0	0	0
Salaries & Benefits Payable	(396)	10,519	(367)
Accounts Payable	67	1,452	66
Due to Other Funds	188	188	0
Due to Other MN Districts	0	37	0
Due to Other Governments	0	0	0
Claims Payable	181	179	182
Deferred Revenue	12	128	17
Taxes Levied for Subsequent Yr.	11,757	11,757	11,495
Property tax shift	0	(0)	0
<b>Total Liabilities</b>	<b>\$11,809</b>	<b>\$24,260</b>	<b>\$11,393</b>

FUND BALANCES	12/31/17	06/30/17	12/31/16
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	65	65	84
Nonspendable Prepays	61	61	89
Staff Development	0	0	0
Teacher Dev & Eval	101	101	148
Basic skills	0	0	0
Learning development	0	0	0
Integration	0	0	0
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	0	0	0
Community Education	0	0	0
Community Services	0	0	0
Operating Capital	0	0	0
Facilities	0	0	0
Alternative facilities	0	0	0
Restricted Programs	0	0	0
Escrow Account	0	0	0
Severance-Insurance Prem	0	0	0
Encumbrances	0	0	0
Area Learning Center	189	189	414
Designated for:			
Textbooks	0	0	0
Carryovers	0	0	255
Operating Capital	0	0	0
Referendum	0	0	0
Undesignated	141	168	2,796
<b>Total Fund Balance</b>	<b>\$557</b>	<b>\$585</b>	<b>\$3,786</b>
<b>Liabilities &amp; Fund Balance</b>	<b>\$12,366</b>	<b>\$24,845</b>	<b>\$15,179</b>

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

## BALANCE SHEET

ASSETS	12/31/17	06/30/17	12/31/16	FUND BALANCES	12/31/17	06/30/17	12/31/16
Cash / Investments	\$836	\$757	\$727	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	4	11	4	Nonspendable Inventory	124	124	102
Due from Other Funds	0	0	0	Nonspendable Prepays	2	2	1
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	60	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	124	124	102	Gifted and Talented	0	0	0
Prepays	0	2	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$963</u>	<u>\$953</u>	<u>\$833</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	135	0	116	Restricted Programs	0	0	0
Accounts Payable	1	51	1	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	702	777	613
Property tax shift	0	0	0				
Total Liabilities	<u>\$136</u>	<u>\$51</u>	<u>\$117</u>	Total Fund Balance	<u>\$828</u>	<u>\$902</u>	<u>\$716</u>
				Liabilities & Fund Balance	<u>\$963</u>	<u>\$953</u>	<u>\$833</u>

December 17

## BALANCE SHEET

Transportation Fund

ASSETS	12/31/17	06/30/17	12/31/16	FUND BALANCES	12/31/17	06/30/17	12/31/16
Cash / Investments	(\$2,855)	(\$1,739)	(\$2,613)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	14	109	132	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	2	2	2
Due from Other MN Districts	0	0	23	Staff Development	0	0	0
Due From MDE	23	23	23	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	2	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$2,819)	(\$1,605)	(\$2,435)	Community Education	0	0	0
				Community Services	0	0	0
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	0	0	0
				Escrow Account	0	0	0
				Endowment	0	0	0
				Encumbrances	0	0	0
				Designated for:			
				Textbooks	0	0	0
				Operating Capital	0	0	0
				Undesignated	(3,073)	(2,165)	(2,691)
				Total Fund Balance	(\$3,071)	(\$2,163)	(\$2,689)
				Liabilities & Fund Balance	(\$2,819)	(\$1,605)	(\$2,435)

LIABILITIES

Tax and Aid Anticipation Payable	\$0	\$0	\$0
Accrued Interest Payable	0	0	0
Salaries Payable	251	0	242
Accounts Payable	1	558	12
Due to Other Funds	0	0	0
Due to Other MN Districts	0	0	0
Due to Other Governments	0	0	0
Claims Payable	0	0	0
Deferred Revenue	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0
Property tax shift	0	0	0
Total Liabilities	\$252	\$558	\$254



December 17

## BALANCE SHEET

Capital Expenditures

ASSETS	12/31/17	06/30/17	12/31/16	FUND BALANCES	12/31/17	06/30/17	12/31/16
Cash / Investments	(\$1,533)	\$1,321	(\$2,721)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>(\$1,533)</b>	<b>\$1,321</b>	<b>(\$2,721)</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	179	179	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	94	15	88	Restricted Programs	0	0	0
Accounts Payable	31	641	7	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	1,071
Deferred Revenue	0	0	0	School Carryover	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	(1,837)	487	(3,887)
<b>Total Liabilities</b>	<b>\$125</b>	<b>\$655</b>	<b>\$95</b>	<b>Total Fund Balance</b>	<b>(\$1,658)</b>	<b>\$666</b>	<b>(\$2,816)</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>(\$1,533)</b>	<b>\$1,321</b>	<b>(\$2,721)</b>

December 17

## BALANCE SHEET

Building Construction Fund

ASSETS	12/31/17	06/30/17	12/31/16	FUND BALANCES	12/31/17	06/30/17	12/31/16
Cash / Investments	\$3,578	\$0	\$1,058	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	17	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b><u>\$3,578</u></b>	<b><u>\$0</u></b>	<b><u>\$1,075</u></b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	2,070
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	1,059
Salaries Payable	0	0	1	Restricted Programs	0	0	0
Accounts Payable	0	0	3	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0				
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	3,577	0	(2,058)
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$4</u></b>	<b>Total Fund Balance</b>	<b><u>\$3,578</u></b>	<b><u>\$0</u></b>	<b><u>\$1,071</u></b>
				<b>Liabilities &amp; Fund Balance</b>	<b><u>\$3,578</u></b>	<b><u>\$0</u></b>	<b><u>\$1,075</u></b>

December 17

## BALANCE SHEET

Debt Service Fund

ASSETS	12/31/17	06/30/17	12/31/16	FUND BALANCES	12/31/17	06/30/17	12/31/16
Cash / Investments	\$142,280	\$146,938	\$149,154	Reserved for:			
Taxes & Credits Receivable	10,545	10,545	11,233	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	482	482	558	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	221	221	209	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$153,528</b>	<b>\$158,186</b>	<b>\$161,154</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	2	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	132,961	132,961	46,315
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	19,586	19,586	20,993	Undesignated	981	5,636	93,846
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>\$19,586</b>	<b>\$19,588</b>	<b>\$20,993</b>	<b>Total Fund Balance</b>	<b>\$133,942</b>	<b>\$138,598</b>	<b>\$140,161</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$153,528</b>	<b>\$158,186</b>	<b>\$161,154</b>

December 17

### BALANCE SHEET

Trust & Agency Funds

ASSETS	12/31/17	06/30/17	12/31/16	FUND BALANCES	12/31/17	06/30/17	12/31/16
Cash / Investments	\$1,476	\$1,719	\$1,711	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	2	Nonspendable Inventory	0	0	0
Due from Other Funds	284	284	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$1,760</b>	<b>\$2,003</b>	<b>\$1,713</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	1,760	2,003	1,713
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	0	0	0
Property tax shift	0	0	0				
				<b>Total Fund Balance</b>	<b>\$1,760</b>	<b>\$2,003</b>	<b>\$1,713</b>
<b>Total Liabilities</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				
				<b>Liabilities &amp; Fund Balance</b>	<b>\$1,760</b>	<b>\$2,003</b>	<b>\$1,713</b>

December 17

## BALANCE SHEET

Dental Internal Service Fund

ASSETS	12/31/17	06/30/17	12/31/16	FUND BALANCES	12/31/17	06/30/17	12/31/16
Cash / Investments	\$367	\$379	\$326	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	2	1	1	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$369</b>	<b>\$380</b>	<b>\$327</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	103	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	114	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	369	164	327
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>\$0</b>	<b>\$216</b>	<b>\$0</b>	<b>Total Fund Balance</b>	<b>\$369</b>	<b>\$164</b>	<b>\$327</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$369</b>	<b>\$380</b>	<b>\$327</b>

December 17  
Student Activities

## BALANCE SHEET

ASSETS	12/31/17	06/30/17	12/31/16	FUND BALANCES	12/31/17	06/30/17	12/31/16
Cash / Investments	\$1,129	\$1,024	\$1,126	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$1,129</b>	<b>\$1,024</b>	<b>\$1,126</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,129	1,024	1,126
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>Total Fund Balance</b>	<b>\$1,129</b>	<b>\$1,024</b>	<b>\$1,126</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$1,129</b>	<b>\$1,024</b>	<b>\$1,126</b>





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 12/31/2017**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
12/01/2017	V79764	DULUTH FEDERATION OF TEA	34,042.61
12/01/2017	V106637	EBC - FLEX EFT	12,142.62
12/01/2017	V106636	EBC - TSA EFT	61,462.66
12/01/2017	V79771	EDUCATION MN CLERICAL EFT	1,235.87
12/01/2017	V102915	FEDERAL 941 PR TAXES	625,933.23
12/01/2017	V107231	HARBOR POINTE CREDIT UNION	6,999.00
12/01/2017	V108066	MG TRUST	128,756.10
12/01/2017	V05173	MN CHILD SUPPORT EFT	1,494.10
12/01/2017	V108320	MN DEPT OF REVENUE EFT	267.17
12/01/2017	V102916	MN STATE PR TAXES	101,869.41
12/01/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	100,249.77
12/01/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	266,147.02
12/01/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,618,706.14
12/08/2017	V80030	DELTA DENTAL PLAN OF MN(EFT)	58,949.97
12/15/2017	V106466	CITISTREET FOR MSRS	595.02
12/15/2017	V79764	DULUTH FEDERATION OF TEA	34,614.98
12/15/2017	V106637	EBC - FLEX EFT	12,288.70
12/15/2017	V106636	EBC - TSA EFT	60,711.22
12/15/2017	V79771	EDUCATION MN CLERICAL EFT	1,235.87
12/15/2017	V102915	FEDERAL 941 PR TAXES	607,060.87
12/15/2017	V107231	HARBOR POINTE CREDIT UNION	6,999.00
12/15/2017	V108066	MG TRUST	129,710.93
12/15/2017	V05173	MN CHILD SUPPORT EFT	1,494.10
12/15/2017	V108320	MN DEPT OF REVENUE EFT	382.77
12/15/2017	V102916	MN STATE PR TAXES	98,927.58
12/15/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	98,729.92
12/15/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	264,555.30
12/15/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,597,826.21
12/20/2017	V06645	MEDICA HEALTH PLAN (EFT)	180,912.60
12/20/2017	V106638	PEIP - HLTH EFT	1,307,951.30
12/20/2017	V79704	U S BANK - PY DIRECT DEPOSIT	795.03
12/20/2017	V104923	HARRIS BANK	20,200.86
12/29/2017	V79764	DULUTH FEDERATION OF TEA	34,441.10
12/29/2017	V106637	EBC - FLEX EFT	930.90
12/29/2017	V106636	EBC - TSA EFT	4,571.88
12/29/2017	V79771	EDUCATION MN CLERICAL EFT	1,264.68
12/29/2017	V102915	FEDERAL 941 PR TAXES	646,368.15
12/29/2017	V108066	MG TRUST	36,986.40
12/29/2017	V05173	MN CHILD SUPPORT EFT	1,494.10
12/29/2017	V108320	MN DEPT OF REVENUE EFT	398.22
12/29/2017	V102916	MN STATE PR TAXES	108,131.74
12/29/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	98,395.36
12/29/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	266,127.10
12/29/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,714,014.40

**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
Period Ending 12/31/2017

CHECK DATE

VENDOR ID

DESCRIPTION

MSDLFA  
10,356,371.96

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

**Beginning Investment Balance (November 30, 2017) \$ 9,582,582.09**

**Add Purchases:**

Date	Issuer	Broker	Matures	Yield (YTM)	
12/1/2017	MN Trust Term Series	MNT	12/22/2017	1.12%	7,000,000.00
12/22/2017	MN Trust Term Series	MNT	1/25/2018	1.25%	8,000,000.00

**Total Purchases \$ 15,000,000.00**

**Deduct Maturities/Calls/Sales:**

Date	Issuer	Broker	Matures	Yield (YTM)	
12/1/2017	MN Trust Term Series	MNT	12/1/2017	1.10%	\$ 7,000,000.00
12/19/2017	Berkshire Bk Pittsfield MA	MBS	12/19/2017	1.05%	\$ 248,000.00
12/22/2017	MN Trust Term Series	MNT	12/22/2017	1.12%	\$ 7,000,000.00
12/22/2017	Bank of China New York City	MBS	12/22/2017	1.20%	\$ 245,000.00
12/26/2017	East-West Bk Pasadena CA	MBS	12/26/2017	1.15%	\$ 245,000.00
12/27/2017	Bank India New York	MBS	12/27/2017	1.20%	\$ 245,000.00
12/29/2017	Bank Baroda New York	MBS	12/29/2017	1.15%	\$ 245,000.00

**Total Maturities \$ 15,228,000.00**

**Other items:**

Add: Money Market Funds Interest (Nov) \$ 47.04  
 Beginning Value Adjustment  
 Other Interest/Cash Balance on Account (Reverse)

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

**Total Other \$ 47.04**

**Ending Investment Balance (December 31, 2017) \$ 9,354,629.13**

**Note:** Ending Investment Balance as of December 31, 2016 was \$16,532,414.84

**Duluth Public Schools-ISD 709**  
**APU / PU Projection Report - FY 2018**  
**February 2018**

						MFR EOY APU
Grade Levels	Feb Enrollment	Progression to PU	Projected PU	PUW	Projected APU	1617
KG	610.00	0.991478554	604.80	1.00	604.80	546.04
HK	73.00	1.027775862	75.03	1.00	75.03	59.83
Gr 1-3	1863.00	0.991864441	1847.84	1.00	1847.84	1921.71
Gr 4-6	1816.62	0.981078008	1782.25	1.00	1782.25	1720.39
Gr 7-8	1206.72	0.963022052	1162.10	1.20	1394.52	1342.01
Gr 9-12	2729.61	0.941298257	2569.38	1.20	3083.25	3091.88
<b>Sub-Total</b>	<b>8298.95</b>	<b>5.896517174</b>	<b>8041.39</b>		<b>8787.69</b>	<b>8681.86</b>
<b>Other APU Generators</b>						
	Feb Enrollment	Progression to PU	Projected PU	PUW	Projected APU	
<b>Early Childhood</b>	<b>252</b>	<b>0.392290505</b>	<b>98.86</b>	<b>1.00</b>	<b>98.86</b>	<b>95.08</b>
Early Childhood Details	Final Count	Feb 1 Count	Final PU			
14-15	371	231	93.34			
15-16	367	241	86.97			
16-17	384	219	95.08			
17-18*		252	98.86			
<b>Resident Tuition**</b>						
Resident Tuition Details	Total APU				32.73	
14-15	32.90					
15-16	35.28					
16-17	30.01					
17-18*	32.73					
<b>ALC</b>						
ALC Details	Total APU				258.86	
13-14	237.86					
14-15	278.11					
15-16	260.40					
16-17	238.06					
17-18*	258.86					
<b>Projected Total APU</b>					<b>8886.55</b>	<b>8776.94</b>
<b>Budgeted APU</b>					<b>8811.40</b>	
<b>Net</b>					<b>75.15</b>	

\* Projected

\*\* Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

EOY: End of Year

MFR:MN Funding Reports



**MEMORANDUM**

To: Doug Hasler, CFO/Executive Director of Business Services  
From: Tony Kelekovich, <sup>TK</sup>Supervisor of Purchasing  
Subject: RFP-308 Professional Auditing Services  
Date: February 1, 2018

Requests for Professional Auditing Services were advertised in the Duluth News Tribune and sent to six (6) known qualified auditing organizations capable of providing auditing services to the district, effective June 30, 2018. The awarded firm would also have the option of annual renewal by mutual agreement for the subsequent fiscal years through June 30, 2022.

A proposal was received from each of the following firms: Abdo, Eick & Meyers, LLP, RSM US, LLP and Wipfli, LLP. The results are as follows:

	<u>Abdo, Eick &amp; Meyers, LLP</u>	<u>RSM US, LLP</u>	<u>Wipfli, LLP</u>
2018	\$39,700	\$67,975	\$ 40,000
2019	Not Provided	\$71,200	\$ 41,000
2020	Not Provided	\$74,600	\$ 42,025
2021	Not Provided	\$78,200	\$ 43,075
2022	Not Provided	\$82,000	\$ 44,150

Wipfli, LLP submitted a complete proposal, provides a local office, and has been the district's auditing firm for many years. It is recommended that the board accept the five (5) year proposal submitted by Wipfli, LLP in the annual amount of \$40,000 (all inclusive maximum fee) for the audit year ending June 30, 2018.

Peggy Blalock, Finance Manager will attend the February 12, 2018 Business Committee meeting to answer any questions regarding this RFP.

**Fund:** 01-110-012-000-115-130501

**Program:** Finance

**Fund Custodian:** Doug Hasler/Peggy Blalock

**VENDOR LIST**

**RFP-308 PROFESSIONAL AUDITING SERVICES**

<b><u>VENDOR</u></b>	<b><u>RESPONSE</u></b>
Abdo, Eick & Meyers Edina MN	Yes
Deloitte, LLP Minneapolis MN	No Proposal
Grant Thornton, LLP Minneapolis MN	No Response
KPMG, LLP Duluth MN	No Response
RSM US, LLP Duluth MN	Yes
Wipfli, LLP Duluth MN	Yes

## **203.2 - ORDER OF THE REGULAR SCHOOL BOARD MEETING BYLAW**

### **I. PURPOSE**

The purpose of this **Policy Bylaw** is to ensure consistency in the order of business at regular school board meetings.

### **II. GENERAL STATEMENT OF POLICY BYLAW**

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

### **III. ORDER**

- A. The school board shall conduct an orderly school board meeting. The school board will, at all regular school board meetings, follow an agenda order as follows:
1. Roll Call
  2. Pledge of Allegiance
  3. Approval of the Agenda
  4. Reading and Approving Minutes
  5. School and Community Recognition
  6. Audience
  7. Reading Communications, Petitions, Etc.
  8. Report of the Superintendent
  9. Report of Standing Committees:
    - a. Education Committee
    - b. Human Resources Committee
    - c. Business Committee
  10. Special Resolutions
  11. Questions/Other
  12. Adjournment
- B. Items in this order may be considered as part of a consent agenda.
- C. The school board may depart from the order of business with the consent of the majority of members present.
- D. Any question of order arising, not provided for in these Bylaws, shall be decided according to parliamentary rules for the government of deliberative bodies, as defined by Robert's Rules of Order, Newly Revised.

**Legal References:** Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

**Cross References:** MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)  
MSBA/MASA Model Policy 203.6 (Consent Agendas)

Replacing: Policy 9095  
First Reading: 01-19-2016  
Adopted: 02-23-2016 ISD709

## **203.5 - SCHOOL BOARD MEETING AGENDA BYLAW**

### **I. PURPOSE**

The purpose of this Policy-Bylaw is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

### **II. GENERAL STATEMENT OF Policy Bylaw**

The policy of the school board is that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

### **III. PROCEDURES**

- A. While all school board members may provide input, it shall be the responsibility of the school board chair, clerk and superintendent to develop, prepare, and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. Persons wishing to place an item on the agenda must make a request to the school board chair, clerk or superintendent in a timely manner. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired, and pertinent background information. The chair, clerk and superintendent shall determine whether to place the matter on the tentative agenda.

Upon the written request of three board members, delivered to the chair no later than the Friday before an agenda setting session, an item will be placed on the agenda at the following meeting or a meeting soon thereafter, as agreed upon by those involved.

[Note: The Commissioner of Administration has issued an opinion that a government entity is limited to acting only on those matters specifically included in the notice of a special meeting.]

- C. The tentative agenda and supporting documents shall be sent electronically to the school board members at least four days prior to the scheduled school board meeting. It shall be the intent of the School Board to be fully informed before making decisions.
- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.

- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members, shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

**Legal References:** Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)  
 Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)  
 Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)  
 Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)

**Cross References:** MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
 MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)  
 MSBA/MASA Model Policy 203.6 (Consent Agendas)  
 MSBA/MASA Model Policy 204 (School Board Meeting Minutes)  
 MSBA/MASA Model Policy 207 (Public Hearings)

Replacing: Policies 8085, 8100, 9075, 9080, 9095  
 First Reading: 01-19-2016  
 Adopted: 02-23-2016 ISD709

## **208 - DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES BYLAW**

### **I. PURPOSE**

The purpose of this policy Bylaw is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

### **II. GENERAL STATEMENT OF POLICY-BYLAW**

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

### **III. DEVELOPMENT OF POLICY**

- A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies or amendments to policies may be proposed, in writing, by a school board member, employee, student, resident of the school district or other individuals. Proposed policies, amendments or ideas shall be submitted to all members and the superintendent for review prior to placement on the school board agenda.

### **IV. ADOPTION OF POLICY**

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action. The policy will be effective on the later of the date of passage or the date stated in the motion.
- B. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.

**C. Suspension**

POLICIES of the School Board shall be subject to suspension only upon a majority vote of the members of the School Board present at a meeting in the call for which the proposed suspension has been described in writing or upon a unanimous vote of ALL members of the School Board when no such written notice has been given.

BY-LAWS of the School Board shall be subject to suspension only upon a majority vote of ALL members of the School Board at a meeting in the call for which the proposed suspension has been described in writing, or upon a unanimous vote of ALL the members of the School Board when no such written notice has been given.

Reference: Robert's Rules of Order, Newly Revised, section 25, pp. 224-228: "Rules protecting absentees or a basic right of the individual member cannot be suspended, even by general consent or a unanimous vote. For example, the rule requiring previous notice of a proposed amendment to the bylaws protects the absentees, and its suspension would violate their rights" . . . unless ALL members have an opportunity to vote.

**D. Amendment or Suspensions of Policies, By-Laws and Regulations**

All rules and regulations heretofore adopted which are inconsistent or in conflict with the rules and regulations of the School Board as presently constituted are hereby repealed.

Rules and regulations may be altered or amended at any regular meeting of the School Board by a majority vote of the members present.

- E. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

**V. IMPLEMENTATION OF POLICY**

- A. The superintendent shall be responsible for implementing school board policies and developing administrative guidelines and regulations to provide greater specificity and consistency in the process of implementation. These guidelines and, regulations, shall be distributed to the school board.
- B. Each school board member shall have access to this policy manual, and an electronic copy shall be available in the office of each school attendance center. Electronic copies shall be available in the central office and made available for reference purposes to other interested persons.

- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the electronic policy manuals current.
- D. The school board shall review policies at least once every five years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one fifth of the policies annually. In addition, the school board shall review the following policies annually:
- 410 - Family and Medical Leave Policy
  - 413 - Harassment and Violence
  - 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse
  - 415 - Mandated Reporting of Maltreatment of Vulnerable Adults
  - 506 - Student Discipline
  - 514 - Bullying Prohibition Policy
  - 522 - Student Sex Nondiscrimination
  - 524 - Internet Acceptable Use and Safety Policy
  - 616 - School District System Accountability
  - 806 - Crisis Management Policy
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

**Legal References:** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

**Cross References:** MSBA/MASA Model Policy 305 (Policy Implementation)

Replacing: Policies 8065, 9065  
First Reading: 01-19-2016  
Adopted: 02-23-2106 ISD709  
Revised: 03-20-18

## 209 - CODE OF ETHICS BYLAW

### I. PURPOSE

The purpose of this policy Bylaw is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

### II. GENERAL STATEMENT OF ~~POLICY~~ BYLAW

Each school board member shall follow the code of ethics stated in this policy Bylaw.

#### A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members.)
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Uphold the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

#### B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.

5. Work through the superintendent – not over or around the superintendent.
  6. Delegate the implementation of school board decisions to the superintendent.
- C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:
1. Respect the rights of others to have and express opinion.
  2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
  3. Model civility to students, employees, and all elements of the community by behaving in a respectful, professional manner towards other school board members and district employees.
  4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
  5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
  6. Ensure that committees be appointed to serve only in an advisory capacity to the school board.
- D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:
1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
  2. Ensure that business transactions of the school district be ethical and open.
  3. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.
- E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:
1. Hold the superintendent responsible for the administration of the school district.
  2. Give the superintendent authority commensurate with his or her responsibilities.
  3. Vote on all personnel matters before the school board based on the needs of the school district, rather than any personal bias or personal motivation.
  4. Consider the recommendation of the superintendent in hiring all employees.
  5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
  6. Insist the superintendent keep the school board adequately informed at all times.

7. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
  8. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
  9. Present any personal criticisms of employees to the superintendent.
- F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:
1. Comply with all federal, state, and local laws relating to my work as a school board member.
  2. Comply with all school district policies as adopted by the school board.
  3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
  4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
  5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
  6. Take no private action that will compromise the school board or administration. By way of example this includes, but is not limited to, refraining from making any promise regarding votes on any proposition in advance of meetings at which the proposition will be considered by the school board and complying with all applicable laws restricting gifts to school board members.
  7. Guard the confidentiality of information that is protected under applicable law.

Subject to applicable law, violation of this **policy BYLAW** may constitute grounds for censure, removal from internal school board officer position (e.g., chair, vice chair, secretary), removal from school board committee(s), and/or removal from the school board.

**Legal References:** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09, (School Board Powers)  
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

**Cross References:** MSBA/MASA Model Policy 209 (Code of Ethics)

Replacing: Policy 8050  
First Reading: 06-16-2015  
Adopted: 07-21-2015  
04-19-2016 ISD 709 (Renumbered only)  
Revised: 3-20-18

## **212 - SCHOOL BOARD MEMBER DEVELOPMENT AND TRAVEL/EXPENSE REIMBURSEMENT BYLAW**

### **I. PURPOSE**

In recognition of the need for continuing in-service training and development for its members, the purpose of this policy Bylaw is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

### **II. GENERAL STATEMENT OF POLICY-BYLAW**

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.
- B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.
- C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- D. The school board will reimburse the reasonable and necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions. All travel and development expenses for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

**Legal References:** Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)

**Cross References:** MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115  
First Reading: 11-17-2015  
Adopted: 12-15-2015 ISD709  
Revised: 3-20-18

## **213 - SCHOOL BOARD COMMITTEES BYLAW**

### **I. PURPOSE**

The purpose of this policy bylaw is to provide for the structure and the operation of committees or subcommittees of the school board.

### **II. GENERAL STATEMENT OF POLICY-BYLAW**

- A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this bylaw, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

### **III. APPOINTMENT OF COMMITTEES**

- A. The school board hereby appoints the following Standing Committees:
  - 1. Education
  - 2. Human Resource
  - 3. Business Services
- B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.
- C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.
- D. All members of the school board shall be members of the Negotiating Committee and participate in establishing "parameters" as it relates to wages and benefits of the various employment groups.

### **IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES**

- A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.
- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be consistent with the governing rules of the school board. "School board members are welcome to attend and participate in all standing committee meetings."
- D. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- E. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)  
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

MSBA Service Manual, Chapter 13, School Law Bulletin "C"  
(Minnesota's Open Meeting Law)

## **DESCRIPTIONS FOR STANDING INTERNAL COMMITTEES AND COMMITTEE OF THE WHOLE**

### **EDUCATION COMMITTEE**

The function of the Education Committee will be to make recommendations to the School Board regarding instructional and service needs of students as they relate to:

1. The establishment of instructional priorities and objectives.
2. The provision of policy direction for all instructional and student personnel functions.
3. The approaches and procedures to be utilized in assessing school programs and the performance of instructional staff.

#### **Typical Activities:**

1. Recommend staffing for approved instructional programs consistent with the goals and financial capabilities of the school district.
2. Recommend courses of study to be used in the schools and any changes in curriculum which may be necessary for the improvement of instruction.
3. Recommend the selection and purchase of textbooks, instructional media, instructional equipment, furnishings, supplies, and other materials required for the instructional and student personnel programs of the school district.
4. Consider recommendations of the superintendent for exemption, exclusion, or expulsion of any student from school and make recommendations to the school board.
5. Periodically review projections of student population and make recommendations to the school board on long-term planning for instructional programs.
6. Periodically review the 5000 (500) and 6000 (600) series of the School District Policy Manual and make recommendations for amendments or revision of school district policy on students and instruction.
7. Review proposed contracts and agreements for the delivery of special instructional and student services.
8. Secure legal advice and consultation as necessary.

## **HUMAN RESOURCES COMMITTEE**

The function of the Human Resources Committee will be to make recommendations to the School Board regarding:

1. Selection and appointment of employees
2. Employee relations matters
3. Human Resources policies and procedures

### **Typical Activities:**

1. Direct and monitor representatives of the school district in the conduct of negotiations with employee groups under the Minnesota Public Employee Labor Relations Act and other applicable state and federal laws.
2. Periodically report to the school board on the progress of negotiations and make recommendations for acceptance of tentative agreements.
3. Upon recommendation of the superintendent, recommend to the school board of appointment, reappointment, or termination of employees of the school district below the level of superintendent in conformity with state and federal statutes and regulations, Civil Service rules and school board policy and working agreements with employee groups.
4. Direct the development and maintenance of a performance evaluation system for all employees of the school district.
5. Make recommendations to suspend, demote, or discharge an employee for cause in conformity with applicable state and federal laws.
6. Periodically review the 4000 (400) series of the School District Policy Manual and make recommendations for amendments or revision of policies in conformity with state and federal laws.
7. Evaluate, review, and recommend changes to the affirmative action policy and program of the school board.
8. Review and make recommendations regarding staff organization, structure, and relationships.
9. Periodically review and recommend purchase and management of employee benefits.
10. Assess needs and recommend staff development programs.
11. Secure legal advice and consultation as necessary.

## **BUSINESS SERVICES COMMITTEE**

The function of the Business Services Committee will be to relate to and consider matters pertaining to the financing, budgeting, and controlling of the expenditures of the school district, management of pertinent fiscal, personnel, and resources assigned to Business and Finance, and the over-all operation of the various departments included under Business and Finance.

### **Typical Activities:**

1. Recommend appropriate staffing for Business and Finance.
2. Review revenue estimates.
3. Review and recommend adoption of budgets and local tax levies.
4. Review and recommend approval of school district expenditures on a monthly basis.
5. Review and recommend approval of financial records and audits.
6. Direct negotiations for the sale or purchase of school district properties and recommend approval of such transactions.
7. Recommend an annual program of building repair, maintenance and equipment procurement.
8. Periodically review the 3000 and 7000 series of the School District Policy Manual and recommend required revisions.
9. Review proposed contracts and agreements between the school district and other agencies of government and maintain liaison with other units of government.
10. Secure legal advice and consultation as necessary.

**COMMITTEE OF THE WHOLE**

The school board shall meet as a Committee of the Whole to consider matters referred to by the:

1. Standing Committees
2. Chairperson of the School Board
3. School Board

The school board shall also meet as a Committee of the Whole to consider matters relating to litigation involving the school district and the establishment of legislative requests to other units of government.

Replaces: 8015, 9020, 9025, 9030,9035,9040,9045  
First Reading: 03-21-2017 ISD 709  
Adopted: 04-18-2017 ISD 709  
Revised: March 20, 2018

## **214 - OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS BYLAW**

### **I. PURPOSE**

The purpose of this ~~policy~~ bylaw is to control out-of-state travel by school board members as required by law.

### **II. GENERAL STATEMENT OF ~~POLICY~~ BYLAW**

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

### **III. APPROPRIATE TRAVEL**

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to all out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

### **IV. REIMBURSABLE EXPENSES**

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

### **V. REIMBURSEMENT**

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

## **VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES**

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

**Legal References:** Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)  
 Minn. Stat. § 471.661 (Out-of-State Travel)  
 Minn. Stat. § 471.665 (Mileage Allowances)  
 Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)  
 Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

**Cross References:** MSBA/MASA Model Policy 212 (School Board Member Development)  
 MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115  
 First Reading: 11-17-2015  
 Adopted: 12-15-2015 ISD709  
 Revised: 3-20-18

## **250 - SCHOOL BOARD MEMBER COMPENSATION BYLAW**

School board members shall be compensated for school board work. Compensation shall be a stipend of \$630.00 per month, to a maximum of \$7,560.00 (excluding negotiations) during one (1) calendar year.

The Chairperson, however, shall receive an additional \$52.50 per month for discharging the duties of his/her office. The maximum compensation for the chairperson shall not exceed \$8,190.00 (excluding negotiations) during one (1) calendar year. This policy shall be reviewed in January of odd numbered years.

Board compensation is the stipend for all board related activities, including committee assignments.

Board members shall not accept additional compensation from any source for board related activities.

Adopted: 02-10-1981 ISD 709

Revised: 07-10-1984

03-08-1988

03-10-1992

01-09-1995

06-20-1995

03-18-1997

02-28-2006

06-20-2006

02-28-2007

02-26-2008

01-22-2013

01-21-2014

01-20-2015 ISD 709

Renumbered/Revised: 3-21-2017

Revised: 3-30-2017

## 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: 02.27.2018

**~~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~~

# Memorandum

**To:** Doug Hasler  
CFO, Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** January 9, 2018

**Re:** Revised District Wide Per Mar Security Services Agreement and Rockridge Academy Upgrade


The original Per Mar Security Services Agreement was signed on March 21, 2017 for the annual amount of \$48,578.16 retroactive to April 6, 2016. A revision was necessary due to updating the security system at Rockridge Academy. For Rockridge Academy there is an initial installation/radio fee of \$585.00 and a revised monthly fee to \$196.39. This reduces the annual amount to \$48,107.40 an annual savings of \$470.76.

**Recommendation:**

If you concur, please sign the attached two (2) copies of the Per Mar Security Basic Agreement for Rockridge Academy and the revised Addendum A to Basic Agreement.

Enclosure(s)

### Per Mar Security Services Basic Agreement

 www.permarsecurity.com	<b>Per Mar Security Location:</b> Per Mar Center 1910 E. Kimberly Rd. Davenport, IA 52807-2033 t. (563) 359-3200 f. (563)359-6708	
	Billing Name ISD #709 - Rockridge Address Number 4849 Ivanhoe St City, State, Zip Duluth, MN 55804	Contact Name David Spooner Phone Number 218-525-0821 Email Address david.spooner@isd709.org

**SERVICES PROVIDED**

This Agreement Relates to the following equipment to be Per Mar owned (PO) or customer owned (CO) Burglary <input type="radio"/> PO <input checked="" type="radio"/> CO <input type="radio"/> NP <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP Fire <input type="radio"/> PO <input checked="" type="radio"/> CO <input type="radio"/> NP <b>Other:</b> Access <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP Elevator <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP CCTV <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP Radio <input checked="" type="radio"/> PO <input type="radio"/> NP Remote Vision <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP Videofied <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP MAC <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP	This Agreement relates to the following services to be provided (P) or not provided (NP). Monitoring <input checked="" type="radio"/> P <input type="radio"/> NP Central Station Online <input type="radio"/> P <input checked="" type="radio"/> NP <input checked="" type="radio"/> P <input type="radio"/> NP Open/Close Logging <input checked="" type="radio"/> P <input type="radio"/> NP Total Connect <input type="radio"/> P <input checked="" type="radio"/> NP <b>Other:</b> School Open/Close with Schedule <input type="radio"/> P <input checked="" type="radio"/> NP Hold Up/Panic <input type="radio"/> P <input checked="" type="radio"/> NP Patrol Activity Reports <input type="radio"/> P <input checked="" type="radio"/> NP Supervisory <input checked="" type="radio"/> P <input type="radio"/> NP CCTV Service Agreement <input type="radio"/> P <input checked="" type="radio"/> NP Carbon Monoxide <input type="radio"/> P <input checked="" type="radio"/> NP Access Control Service Agreement <input type="radio"/> P <input checked="" type="radio"/> NP Inspection Frequency <input type="radio"/> P <input checked="" type="radio"/> NP Burglar Alarm Service Agreement <input checked="" type="radio"/> P <input type="radio"/> NP Sensitivity Inspection <input type="radio"/> P <input checked="" type="radio"/> NP Fire Alarm Service Agreement <input checked="" type="radio"/> P <input type="radio"/> NP UL Listed <input type="radio"/> P <input checked="" type="radio"/> NP Alarm Response Officer <input checked="" type="radio"/> P <input type="radio"/> NP
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**SPECIAL INSTRUCTIONS:**  
 Installing (1) A-IGSMCFP4G, Commercial Dual Band Fire GSM Radio.

**THIS AGREEMENT** made this 18 day of DECEMBER, 2017 by and between PER MAR SECURITY AND RESEARCH CORP., referred to as "PER MAR", and ISD #709 DULUTH PUBLIC SCHOOL (ROCKRIDGE) referred to as CUSTOMER.

1. PER MAR agrees to furnish system(s) and/or service(s) at the premises of CUSTOMER at 4849 Ivanhoe St  
Duluth, MN 55804.
2. For the consideration mentioned, Customer shall pay the sum of \$585.00, payable 0.00 upon acceptance of this Agreement, and the balance payable upon completion of the installation/purchase. At Per Mar's discretion, any eligible installation/purchase will be progressively billed based on a percentage of completion method computation. In addition, customer shall also be subject to terms in paragraph 6, if applicable. Authorization for progressive billing \_\_\_\_\_.
3. Customer agrees to pay the sum of \$ 196.39 monthly for ongoing services as specified, payable in advance during the term of this Agreement.

Initial \_\_\_\_\_

- 4. Except as otherwise herein provided, this Agreement shall remain in full force and effect for a period of 60 Months from the date service is operative under this Agreement. After the initial term, this Agreement shall be automatically renewable yearly, unless terminated by either party upon written notice within 30 days prior to the anniversary date.
- 5. The CUSTOMER hereby agrees that PER MAR shall have the right to modify the charges at any time or times after the expiration of twelve months from the date of Agreement. If the CUSTOMER is unwilling to pay any such increase and notifies PER MAR in writing by certified mail within 30 days after such increase, PER MAR shall be permitted, at its sole option, to terminate this agreement as if the term had expired or in the alternative will continue the prior rate and will allow this Agreement to remain in full force and effect without further notice. Failure to notify PER MAR in writing by certified mail within 30 days after such increase will constitute consent to the increase.
- 6. Customer shall be liable for and pay to Per Mar any excise, sales, use, ad valorem, value added or other taxes which may be imposed upon Per Mar or the CUSTOMER because of the existence of this Agreement and/or the carrying out of any of the provisions hereof. In addition, CUSTOMER shall pay any village or municipal permit or license fees, as well as any false alarm assessments, imposed by any governmental body.

**CUSTOMER ACCEPTANCE**

In signing this agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions on the following pages which are an integral part of this Agreement.

(READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING)

Signed \_\_\_\_\_, \_\_\_\_\_ Date

Signature

Title

**ENTIRE AGREEMENT**

This Agreement includes the terms and conditions contained on the third and fourth pages and will be binding on the parties, their heirs, successors, and assigns when executed by the parties and approved by the Authorized Representative of PER MAR, or when services begin.

By \_\_\_\_\_, PER MAR Agent

Approved \_\_\_\_\_ Authorized Representative of Per Mar

System installed and operative this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS**

7. When this Agreement refers to Inspection/Testing, listed equipment will be inspected/tested/cleaned as needed during normal business hours only (8 AM - 5 PM Monday - Friday) unless specifically stated otherwise under services provided area.
8. When this Agreement includes a service package for normal wear and tear to the system, service, (including all parts, with associated labor, except batteries) will be performed without charge. Service will, unless specifically stated otherwise, be performed 24 hours a day seven days a week. An additional charge shall be made for any repairs necessitated by causes other than ordinary wear and tear in accordance with the standard charges of Per Mar.
9. CUSTOMER authorizes PER MAR to perform the installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. Installation charges referenced in paragraph 2 above are based on PER MAR performing the installation with its own personnel or contractors of its choosing. If, for any reason, these services must be performed by other contractors, charges shall be revised accordingly. If any inspection bureau, or any other agency having jurisdiction, or the CUSTOMER by his own act, shall require or make necessary any changes in the system installation must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. PER MAR is authorized to make any preparation appropriate to the installation of the system, such as drilling holes, making attachments or doing any other thing.
10. When this Agreement includes the use of a "digital communicator" for transmitting alarm signals to a monitoring facility, the CUSTOMER understands that a digital communicator uses standard telephone lines for sending signals, and further that the monitoring facility will not receive signals when the transmission mode is cut, interfered with, or becomes otherwise damaged or non-operational. All charges made by any telephone company for installation, line charges, telephone calls and service charges for telephone lines and/or accessories to transmit alarm signals between CUSTOMER'S protected premises and any monitoring facility shall be paid by CUSTOMER. PER MAR shall not be obligated to perform monitoring service here under during any time when telephones or telephone equipment shall not be working. PER MAR recommends an alternate method of communication such as radio backup be added to the security system.
11. In the event of any default by CUSTOMER, without limiting the rights of PER MAR under this Agreement, PER MAR shall be entitled to retain all prepayments received and CUSTOMER shall immediately pay to PER MAR (a) all payments then due and payable, (b) all charges of labor, material and equipment incurred by PER MAR due to such default based on a time and material basis at PER MAR'S then prevailing charges, and (c) one hundred percent (100%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and PER MAR shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and PER MAR is the substantially prevailing party by judgement, award, finding or settlement, CUSTOMER shall pay directly or reimburse PER MAR for all of its costs and expenses including, without limitation or example consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs. Upon nonpayment of any sums due PER MAR under this Agreement, PER MAR reserves the right to remove or abandon all or any part of the system equipment, wiring and apparatus from CUSTOMER'S premises upon written notice to CUSTOMER of its intention so to do. In the event PER MAR exercises its right of removal under this paragraph, it shall not be liable for any damages resulting from the removal. In all systems, PER MAR retains ownership of the communications chip and accordingly may remove said chip when service is terminated. For panels not containing chips, PER MAR reserves the right to reprogram the panel not to call PER MAR'S monitoring station if service is terminated.
12. PER MAR hereby warrants to CUSTOMER only that all of the material is installed in a good and workmanlike manner. In the event that any part, except for batteries, shall become defective within one (1) year from the date of the original invoice for this installation, or for a term equal to that provided by the original equipment manufacturer, whichever is less, PER MAR shall replace or repair the defective part, without charge to you. This warranty is not assignable. PER MAR and representatives make no express warranties as to any matter whatsoever including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose; all other warranties are specifically excluded. This warranty does not cover any damage to material or equipment caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than PER MAR, or any other cause other than ordinary wear and tear. PER MAR shall not be liable for any general, direct, special, exemplary, punitive, statutory, multiple, incidental or consequential damages. Customer acknowledges: that any affirmation of fact or promise made by PER MAR shall not be deemed to create an express warranty; that PER MAR does not make any representation or warranty, including any implied warranty of merchantability or fitness that the system or service supplied may not be comprised, circumvented, or the system or services will in all cases provide the signaling, monitoring and response for which it was intended; that there are no express warranties which extend beyond those on the face of the Agreement hereof, or herein, and that all implied warranties, if any, coincide with the duration of this warranty.
13. CUSTOMER understands and agrees as follows: (i) neither PER MAR nor its directors, officers, shareholders, partners or employees (collectively, "representatives") is an insurer; (ii) it is the specific intent of the parties that (a) insurance covering all loss, damage and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this agreement, shall be obtained and continuously maintained by the CUSTOMER, (b) recovery for all such loss, damage and expense shall be limited to any such insurance coverage only, and (c) PER MAR and representatives are released from any and all liability for all such loss, damage and expense, (iii) PER MAR and representatives, except as set forth herein, make no guarantee, representation or warranty including, without limitation, any implied warranty of merchantability or fitness for purpose, (iv) PER MAR and representatives are released for all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to the execution of this agreement due to the improper operation or non-operation of the system (including, without limitation or example, the communications equipment or service necessary to transmit to or receive any data at the monitoring facility) or the response time of third

Initial \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS**

party emergency personnel; and (v) should there arise any liability on the part of PER MAR or representatives for economic losses, personal injury, including death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree of PER MAR or representatives including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to the execution of this agreement, or breach of this agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of \$250.00 collectively for PER MAR and representatives, and this liability shall be exclusive.

14. CUSTOMER agrees to indemnify, defend and hold harmless PER MAR, its successors and assigns, from any loss, cost or expense, including attorneys' fees and court costs, on account of any claim for damages by any person not a party to this Agreement arising out of or in connection with the operation or nonoperation of the system or services; whether these claims be based upon alleged intentional conduct, negligence, or product liability on the part of PER MAR, its agents, contractors, or employees.
15. CUSTOMER hereby releases PER MAR and Representatives for all losses, damages and expenses (i) covered by CUSTOMER'S insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by CUSTOMER'S insurance, and (iv) due to under insurance. As an inducement to PER MAR to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER'S insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right to subrogation against PER MAR or Representatives.
16. If required by any Statute, Rule, or Ordinance, the CUSTOMER may cancel this transaction if required and authorized after the date of the execution of this Agreement.
17. It is expressly agreed that this Agreement shall be governed by Laws by the State of Iowa. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in Davenport, Iowa. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any suit, action or other legal proceeding brought by either party.
18. PER MAR'S invoices are payable by the CUSTOMER to PER MAR upon presentation to the CUSTOMER, without deduction or offset of any kind or nature whatsoever. CUSTOMER agrees to pay PER MAR interest at one and one-half percent per month, or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. All claims, actions or proceedings, legal or equitable, against PER MAR or Representatives must be commenced in Court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred.
19. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
20. This Agreement is not assignable by CUSTOMER except upon the written consent of PER MAR, which shall be in PER MAR'S sole and absolute discretion. This Agreement or any portion thereof is assignable by PER MAR in its sole and absolute discretion.
21. Voice Over Internet Protocol (VoIP) – This technology will affect the connection via the phone line at your location to our Central Station. If you choose VoIP technology, you must contact us to assure connectivity to our Central Station. This may require an upgrade of your system that is not covered under any service agreement with PER MAR.
22. Additional service charge shall apply if an alarm response officer discovers an authorized individual present who did not call to cancel the alarm properly.
23. Any electronic manipulation of this Agreement without written consent of PER MAR Security voids this Agreement.
24. Calls with Per Mar representatives may be recorded for quality assurance.

NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT.

Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

**3 DAY RIGHT OF REFUSAL (for residential customers only)**

You may cancel this transaction without any penalty or obligation within THREE (3) business days from THIS AGREEMENT made date on the first page of the agreement. If you cancel, any property traded in, any payments made by you under the agreement or sale, and any negotiable instrument executed by you under the agreement or transaction, will be returned within TEN (10) business days following receipt by PER MAR of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to PER MAR at your location in substantially as good condition as when received, any goods delivered to you under this agreement or transaction sale, or you may, if you wish, comply with the instructions of PER MAR regarding the return shipment of the goods at PER MAR'S expense and risk. If you make the goods available to PER MAR and PER MAR does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to PER MAR, or if you agree to return the goods to PER MAR and fail to do so, then you remain liable for performance of all obligations under this agreement.

Initial \_\_\_\_\_

ISD #709 Duluth Public Schools

**ADDENDUM A TO BASIC AGREEMENT DATED 18 DECEMBER 2017**

	Site Name	Location Address	Account Number(s)	AR	Services Provided														Recurring	
					Basic Monitor	Burg Monitor	Fire Monitor	BA/FA Service	Supervisory	PMO	Log Open/Close	Test Time Report	Radionet	School Patrol	Com w/key	CCTV Service	Elevator	Hold Up		
Student Occupied	* denotes Control Panel, Zone Expanders and Radio owned by Per Mar																			
	New East High School (Ordean)*	301 N 40th Ave E	RDL12115/ELE	43676	X	X	X	X	X	X	X	X	X	X	X	X		X		\$ 200.00
	Denfeld High School*	401 N 44th Ave W	RDL11049/ELE	1214110001-5	X	X	X	X	X	X	X	X	X	X	X	X		X		\$ 200.00
	Ordean East Middle School*	2900 E 4th St	RDL11183/ELE1193/CTV	1214110006	X	X	X	X	X	X	X	X	X	X	X	X		X	XX	\$ 207.00
	Congdon*	3116 E Superior St	RDL12116/ELE	1214110004	X	X	X	X	X			X	X	X	X	X			X	\$ 200.00
	Myers-Wilkins*	1027 N 8th Ave E	RDL12133/ELE	1214110009	X	X	X	X	X	X	X	X	X	X	X	X			XX	\$ 207.00
	Piedmont*	2827 Chambersburg Ave	RDL12134/ELE	43676	X	X	X	X	X	X	X	X	X	X	X	X			XX	\$ 207.00
	Laura MacArthur*	720 N Central Ave	RDL11279	43676	X	X	X	X	X	X	X	X	X	X	X	X			X	\$ 200.00
	Lester Park*	5300 Glenwood St	RDL12130/ELE	43676	X	X	X	X	X	X	X	X	X	X	X	X			X	\$ 207.00
	Lincoln Park*	3215 W 3rd St	RDL11472	1214110001-34	X	X	X	X	X			X	X	X	X	X				\$ 207.00
	** denotes all equipment owned by Per Mar																			
	Lowell Barnes**	2000 Rice Lake Rd	RDL12120	1214110025	X	X	X	X	X	X	X	X	X	X	X	X				\$ 193.00
	Home Croft**	4784 Howard Gnesen Rd	RDL12145	1214110026	X	X	X	X	X	X	X	X	X	X	X	X				\$ 200.00
	Lakewood **	5207 N Tischer Rd	RDL12122/FA16662	1214110029	X	X	X	X	X	X	X	X	X	X	X	X				\$ 193.00
Stowe**	715 101st Ave W	RDL12119	1214110013	X	X	X	X	X	X	X	X	X	X	X	X				\$ 193.00	
*** denotes Radio owned by Per Mar																				
RockRidge***	4849 Ivanhoe St	DL11726/FA12114	1214110018	X	X	X	X	X	X	X	X	X	X	X	X				\$ 196.39	
Non Student Occupied	** denotes all equipment owned by Per Mar																			
	Central Administration**	215 N 1st St E	RDL12121	1214110017	X	X	X	X			X	X	X	X	X				\$ 107.08	
	Garfield Center**	330 Garfield Ave	DL11324/FA11747/R11343	1214110014	X	X	X	X	X	X	X	X	X	X	X				\$ 188.57	
	Transportation**	3200 W Superior St	RDL12117	1214110011	X	X		X	X	X	X		X	X	X				\$ 179.54	
Secondary Tech ANNEX**	730 E Central Entrance	DL13572/DL12425/RDL12274	1214110016	X	X	X	X	X	X		X	X	X	X	X			X	\$ 92.07	
Unoccupied	** denotes all equipment owned by Per Mar																			
	Secondary Tech**	802 E Central Entrance	DL12418/RDL12381/FA11745	1214110015	X	X	X	X	X		X	X	X	X	X			X	\$ 107.68	
	Central High School**	800 E Central Entrance	DL12414/RDL12369/FA11685	1214110001-3	X	X	X	X	X	X	X	X	X	X	X				\$ 259.12	
Nettleton**	108 E 6th St	DL11287/RDL12371/FA11655	1214110020	X	X	X	X	X	X	X	X	X	X	X	X				\$ 264.50	

Monthly \$ 4,008.95

For the 5 year period beginning April 01, 2016

Annually \$ 48,107.40


No change to the monthly recurring rate for the duration of the agreement

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# Memorandum

**To:** ISD 709 Duluth School Board  
Mr. Douglas Hasler, CFO/Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** February 9, 2018

**Re:** Deduct Change Order #1 – Professional Services Agreement – ARI Phase II  
Rockridge Construction Plans and Specifications

Please find attached two copies of AIA document G802-2007. This document amends the original AIA agreement entered into with Architectural Resources Inc., in April of 2017 in the amount of **\$155,000.00**. This document amends that original agreement to deduct work scope pertaining to full mechanical and electrical engineering services, which were alternatively provided in a design build method by sub-contractors under contract with Krause Anderson Construction Company. This addendum also adds scope into the agreement, directing ARI to perform required commissioning services for the Rockridge Academy, which are required per MN Statute 1238.72.

The result of this addendum is the deduction of **\$26,000.00** from the original contract amount of **\$155,000.00**, for a new contract amount of **\$129,000.00**.

## Recommendation:

I am recommending that the Duluth School Board approve Change Order #1 – Architectural Resources Inc. phase II, in the deduct amount of **\$26,000.00**, for a new revised construction contract amount of **\$129,000.00**.

Attachments



# AIA<sup>®</sup> Document G802<sup>™</sup> – 2007

## Amendment to the Professional Services Agreement

Amendment Number: 001 (February 6, 2018)

**TO:** Independent School District #709  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 07, 2017

**BETWEEN** the Owner:

(Name and address)

Independent School District #709

215 North 1st Avenue East

Duluth, MN 55802

and the Architect:

(Name and address)

Architectural Resources, Inc.

126 East Superior Street

Duluth, MN 55802

for the Project:

(Name and address)

Rockridge School Renovation - Phase II

ARI Project # 16-163.1

Authorization is requested

to proceed with Additional Services.

to incur additional Reimbursable Expenses.

As follows:

Remove full mechanical and electrical engineering services. Engineering to be provided on a Design-Build basis by the selected Mechanical and Electrical Contractors. ARI to review facility systems and provide scope narratives for Contractors to base design on.

ARI to provide HVAC system commissioning per MN Statute 1238.72 verifying that the facility's heating, ventilation and air conditioning system has been installed and operates according to design specifications and code and verify that the facility's design will provide the ability for monitoring of outdoor airflow and total airflow of ventilation systems and that any heating, ventilation or air conditioning system that is installed or modified for the project is provided a filtration system with a current ASHRAE standard.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

**Compensation:**

Initial Contract Fee – Lump Sum		\$155,000.00
Credit for Reduced M&E Services	(40,000.00)	
Additional Lump Sum for Commissioning	14,000.00	
Net Contract Adjustment		(26,000.00)

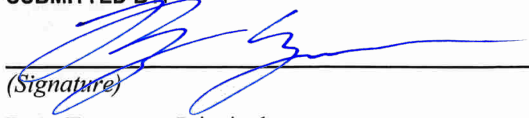
Net Contract Total		\$129,000.00
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**Time:**

No change.

SUBMITTED BY:

AGREED TO:



(Signature)

Ryan Erspamer, Principal

(Printed name and title)

(Printed name and title)

2/7/2018

(Date)

(Date)

**RESOLUTION**

## Acceptance of Donations to Duluth Public Schools

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

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

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

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

<b>SCHOOL</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>RESTRICTION</b>
Child Nutrition	Anonymous	\$185.00	Myers-Wilkins unpaid lunch balances
Denfeld	Duluth Elks Lodge	\$300.00	Orchestra
Denfeld	Matthew & Stephanie Reese	\$200.00	Choir
Denfeld	Daniel Holm	\$50.00	Orchestra
Denfeld	William C. Hoch, Jr. Donor Advised Fund of the Saint Paul Foundation	\$1,500.00	Denfeld fast pitch softball team
Denfeld	NorthStar Ford Auto	In Kind	Career and Technical Education (2005 Ford Explorer)
Denfeld	Denfeld Executive Association	\$9,211.40	Auditorium AV equipment
District-wide	Essentia Health Attn: Emily Anderson	In Kind	None
East	Duluth Congregational Church	\$301.00	Choraliers
East	Grandma's Marathon	\$200.00	Orchestra
Laura MacArthur	David & Kelly Bolgrien	\$100.00	Melissa Scanlon-Olson for yoga classes
Laura MacArthur	Irving Community Assn.	\$500.00	Melissa Scanlon-Olson for yoga classes
Lincoln Park	Whole Foods Co Op	In Kind	Family night/health fair
Lincoln Park	Stewarts	\$50.00	Family night/health fair
Lincoln Park	Grandma's Restaurant	\$50.00	Family night/health fair
Lincoln Park	Scott Consulting Partners	\$100.00	Parent Teacher Home Visit
Myers-Wilkins	Thomas Albright	\$150.00	Equipment for gym
Myers-Wilkins	Michael D. Akervik	\$1,766.13	For World Beat Drumming Group

**Expenditure Contracts Signed  
January 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of January 2018:

<b>Name</b>	<b>Amount</b>	<b>Source</b>	<b>Description</b>
State of MN (Dept of Employment & Economic Development)	\$5,270.00	Adult Basic Education	WorkForce Development
Jeremy Davis	\$2,500.00	American Indian Education	Hand drumming
Herb Fineday	\$1,000.00	American Indian Education	Myers-Wilkins pow-wow
Patricia Garbow-Long	\$1,000.00	American Indian Education	Traditional meal catering
Dylan Jennings	\$1,200.00	American Indian Education	Workshop
Phyllis Pohl	\$1,000.00	American Indian Education	Myers-Wilkins pow-wow
Michael Sullivan	\$1,000.00	American Indian Education	Traditional stories for event
Jeremy Wilson	\$1,000.00	American Indian Education	Myers-Wilkins pop-wow
Bianco Educational Consulting LLC	\$20,000	Asst Supt	Pathways2Teaching Program (all charges reimbursed by grant)
RAV Technologies	\$13,211.40	Denfeld	Denfeld auditorium AV equipment (grants/donations will pay for this project)
Tara Frisbie	\$12,000.00	Head Start	Nutritionist/Dietician
David "Niib" Aubid	\$2,000.00	Office of Education Equity	Presentation of Ojibwe language in stories/teachings
Avalon Educational Institute	\$1,500.00	Office of Education Equity	Capoeira (Afro-Brazilian art form)
Avalon Educational Institute	\$3,000.00	Office of Education Equity	Lessons/demonstrations in martial arts
Duluth Community School Collaborative	\$16,160.00	Office of Education Equity	Myers-Wilkins PACE Program

<b>Name</b>	<b>Amount</b>	<b>Source</b>	<b>Description</b>
Naomi Smith	\$160.00	Office of Education Equity	Facilitated lessons on self-esteem, being different and importance of learning
Concordia Community Arts Playcare	\$925.00	Special Services	Preschool planning as required by IEP
Concordia Community Arts Playcare	\$1,295.00	Special Services	Preschool planning as required by IEP
Endion Square Children's Creek	\$727.00	Special Services	Preschool planning as required by IEP
Karen Sheldon	\$6,000.00	Special Services	Interpreter
University Nursery School – College Street	\$1,080.00	Special Services	Preschool planning as required by IEP
University Nursery School – College Street	\$1,980.00	Special Services	Preschool planning as required by IEP

## STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Department of Employment and Economic Development/Job Service Division and Duluth Adult Basic Education (ABE)

### Recitals

1. Under Minn. Stat. § 116J035 the State is empowered to enter into income contracts.
2. The Purchaser is in need of Basic Computer training for a single employee.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

### Contract

#### 1 Term of Contract

- 1.1 **Effective date:** 8/1/2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 8/1/2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 State's Duties

Art Larsen, WorkForce Development Representative for the State of Minnesota, will provide training, space and equipment for a Basic Computer class to be held at the Duluth WorkForce Center to facilitate Job Search and Retention goals for Adult Education clients. This will consist of hands on training as well as utilizing the Northstar Digital Literacy platform of training/assessment. All required paperwork (rosters, sign in sheets, referral sheets etc.) will be scanned and emailed to ABE.

Training will normally take place every Tuesday and Thursday from 8:30 to 10:30. Adjustments made for holidays, weather, and other scheduling issues will be made up as needed. One hour of administrative/setup time will be included in each week's billable hours.

#### 3 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

\$22/hr. \* (up to) 260 hours; invoices will be submitted biannually

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$5,270.

#### 4 Authorized Representatives

The State's Authorized Representative is:

Dave Niermann (or his successor)  
Director of Employment Programs  
DEED  
332 Minnesota St., Suite E200  
St. Paul, MN 55101  
651.259.7583

The Purchaser's Authorized Representative is

Doug Hasler  
CFO/Director of Business Services, ISD 709  
(218) 336 – 1012  
215 N. First Avenue East  
Duluth, MN 55802  
patricia.fleege@isd709.org

**5 Amendments, Waiver, and Contract Complete**

- 5.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 5.2 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 5.3 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**7 Government Data Practices**

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

**8 Publicity**

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

**9 Audit**

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

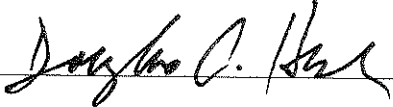
**10 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**1. PURCHASER**

Signature: 

By: Doug Hasler

Title: CFO/ISD 709

Date: 1/16/18

**2. STATE AGENCY**

Signature: \_\_\_\_\_

By: David Niemann  
(with delegated authority)

Title: Director of Employment Programs, DEED

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **12-20-17**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jeremy Davis**, 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 **12-20-17**, 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 and presentations on Hand Drumming during cultural activities for Piedmont Elementary and Lincoln Park Middle School.
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 rate will be \$50.0 (Fifty dollars) /per session, 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 1<sup>st</sup> 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 N Lake Ave # 328 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

Jan 25<sup>th</sup> 2018

Date

*[Handwritten Signature]*

Program Director

*11/17/18*

Date

*[Handwritten Signature]*

Director of Curriculum and Instruction

*1/19/18*

Date

*[Handwritten Signature]*

Director of Business Service / Superintendent of Schools

*1/5/18*

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date 1-12-2018\_\_by and between Independent School District #709, a public corporation, hereinafter called District, and Herb Fineday\_, 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 1-12-2018 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 provide \_Cultural services, making regalia for the Myers-Wilkins student use at the school and Powwow\_. The contractor will design and assemble 6 skirts and shawls. His/Her rate will be \_\$300\_ for services.
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 \$1,000.00 One 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 1<sup>st</sup> 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 8499 Pine Dr. 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.

*Herb Swartz* \_\_\_\_\_ 1-13-18  
Contractor Signature SSN/ Tax Identification Number Date

*[Signature]* \_\_\_\_\_ 1/17/18  
Program Director Date

*Michelle [Signature]* \_\_\_\_\_ 1/29/18  
Director of Curriculum and Instruction Date

*Douglas C. Harter* \_\_\_\_\_ 1/31/18  
Director of Business Service / Superintendent of Schools Date

Myers-Wilkins Elementary School welcomes families  
and the community to the 19<sup>th</sup> annual  
*Steps to the Future Powwow*

89



Thursday, January 25<sup>th</sup>, 2018

at

Myers-Wilkins Elementary School  
1027 North 8<sup>th</sup> Avenue East, Duluth

Schedule of Events

4:30pm - Career Booths Open

5:00pm - Feast

6:00pm - Grand Entry

*Only invited drums and dancers in regalia will receive honoraria*

*Children must be accompanied by an adult.*

*\*No Smoking, drugs or alcohol\**

For more information, call the Duluth Community School Collaborative at 336-8860 x8

Or check out our Facebook and website [www.m-wcsc.org](http://www.m-wcsc.org)

**Miigwetch - Muchas Gracias - Thank you**

**To the sponsors of this event:**

AICHO, City of Duluth Parks and Recreation Department, Duluth Superior Area Community Foundation,  
Head of the Lakes United Way, ISD 709 American Indian Education, Myers-Wilkins Elementary School,  
Northland Foundation, Ordean Foundation, True North AmeriCorps, Valley Youth Center, and Individual contribution.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date January 24, 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Patricia Garbow-Long 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 January 24, 2018 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 provide/ cater in a traditional meal for the Misaabekong Ojibwe Immersion Program Family Camps, 3 times this semester 300.00 per meal.
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 \$1,000.00 One 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 1<sup>st</sup> 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

Patricia Garbow-Long 1228 N. 7<sup>th</sup> Ave East  
Duluth, MN 55805

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

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
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.

Patricia Garbow-Fong \_\_\_\_\_ 1-25-18  
Contractor Signature SSN/ Tax Identification Number Date

[Signature] \_\_\_\_\_ 1/25/18  
Program Director Date

[Signature] \_\_\_\_\_ 1/25/18  
Director of Curriculum and Instruction Date

Douglas A. Hall \_\_\_\_\_ 1/25/18  
Director of Business Service / Superintendent of Schools Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date, January 9, 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Dylan Jennings, 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 January 15, 2018 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 provide hand drum songs, teachings and making workshop for up to 10 American Indian middle and high students. The day long workshop fee is \$1,200.00 (Twelve hundred dollars)
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 \$1,200.00 (Twelve 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 1<sup>st</sup> 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 PO Box 7 Odanah, WI 54861

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.

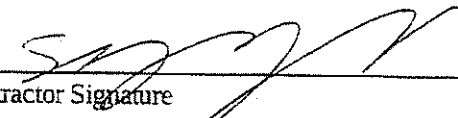
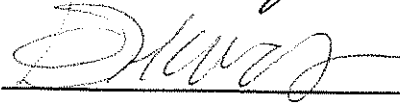
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

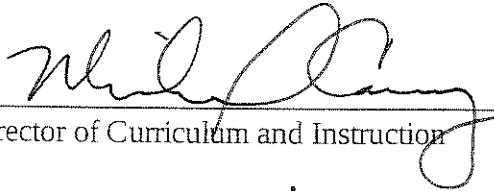
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

		1/9/18
Contractor Signature	SSN/ Tax Identification Number	Date
		1-11-18

Program Director


Date

  
\_\_\_\_\_

Director of Curriculum and Instruction

1/12/18

Date

  
\_\_\_\_\_

Director of Business Service / Superintendent of Schools

1/16/18

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date 1-16-2018\_\_by and between Independent School District #709, a public corporation, hereinafter called District, and Phyllis Pohl\_, 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 1-16-2018 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 provide Cultural services, regalia making for student use at Myers-Wilkins school and Powwow\_\_. Contractor will design and applique 6 shirts. His/Her rate will be \$180 for services.

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 \$1,000.00 One 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 1<sup>st</sup> 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 3730 W. 7th St. Duluth Mn 55807.

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

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

**Workers' Compensation Insurance:** Contractor must provide 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.

PNifohl \_\_\_\_\_ 1/16/18  
Contractor Signature SSN/ Tax Identification Number Date

[Signature] \_\_\_\_\_ 1/17/18  
Program Director Date

[Signature] \_\_\_\_\_ 1/29/18  
Director of Curriculum and Instruction Date

[Signature] \_\_\_\_\_ 1/31/18  
Director of Business Service / Superintendent of Schools Date

## AGREEMENT

THIS AGREEMENT, made and entered into this day, January 22, 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Sullivan, 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 1/22/18 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 providing aadizookaan, traditional Ojibwe stories, for Misaabekong Ojibwe Immersion Family Event, Feb 2, 2018 5:00-11:00 pm. Contractor will be compensated \$500.00 for stories and mileage from Hayward, WI 151.4 miles round trip. Mileage will be paid after the event. Payment will be made the day of the event.

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 \$1,000.00 (One 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 705, Duluth Public Schools, 215 North 1<sup>st</sup> 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 Michael Sullivan  
7503 N. County Rd E - Hayward WI 54843

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.

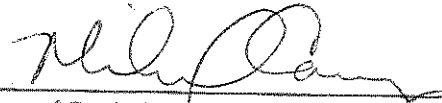
  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
SSN/ Tax Identification Number

1-22-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Program Director

1-23-18  
Date

  
\_\_\_\_\_  
Director of Curriculum and Instruction

1/23/18  
Date

  
\_\_\_\_\_  
Director of Business Service / Superintendent of Schools

1/23/18  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date 1-13-2018\_\_by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson\_, 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 1-13-2018 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 provide Drumming at the Myers-Wilkins school Pow wow, Hand drumming and presentations on Drumming during cultural activities for DPS . His/Her rate will be \$ 50 a 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 \$1,000.00 One 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 1<sup>st</sup> 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 1728 E. 1st St. Apt 1. Duluth MN, 55812.

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

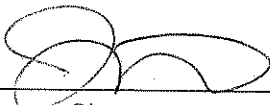
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

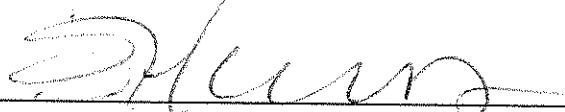
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

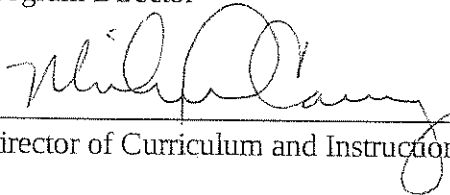
**Workers' Compensation Insurance:** Contractor must provide Workers Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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


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

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 1.19.18

  
Program Director \_\_\_\_\_ Date 1/22/18

  
Director of Curriculum and Instruction \_\_\_\_\_ Date 1/29/18

  
Director of Business Service / Superintendent of Schools \_\_\_\_\_ Date 1/31/18

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** (this “**Agreement**”), is made this 29th day of January, 2018 between Bianco Educational Consulting, LLC, a Colorado limited liability company (“**Consultant**”), and Duluth Public Schools ISD 709, a Minnesota public school district (the “**School District**”).

**WHEREAS**, the School District desires to retain Consultant as an independent contractor to have Consultant train its personnel in implementing the Pathways2Teaching<sup>®</sup> Program as that program is more particularly described at <http://www.pathways2teaching.com/> (sometimes referred to as the “**Program**”) with the intent to then implement the Program within one or more high schools that are part of the School District.

**WHEREAS**, the School District acknowledges that all copyrights, trademarks and other proprietary rights and Intellectual Property (as defined below) associated with the Program (the “**Program IP**”) are the property of Consultant, based on assignment from the Regents of the University of Colorado, a body corporate, for an on behalf of the University of Colorado Denver, School of Education and Human Development (“**SEHD**”).

**WHEREAS**, Consultant represents to School District that it has the right to license and grant access to the Program IP to School District and to otherwise perform under this Agreement and to do so without infringing on SEHD’s rights.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, Consultant and School District agree as follows.

### **I. CONSULTANT’S OBLIGATIONS**

Consultant will provide the Training and grant a license to School District to implement the Program in its jurisdiction, as follows:

- a. Provide a 5-day training program for high school instructors and support personnel that will prepare them for the implementation of the Pathways2Teaching<sup>®</sup> Program in a high school (the “**Training**”);
- b. Provide the training in one Monday through Friday session of at least five (5) hours per day for up to a maximum of twenty (20) participants (which may be instructors, support personnel, and school administration personnel) at the School District’s location at 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802, starting on Monday, March 12, 2018 at 9:00 a.m. (local time) and ending on Friday, March 16 , 2018 at 2:30 p.m. (local time).
- c. Grant a revocable, non-exclusive, royalty free license to the School District to implement the Pathways2Teaching Program within its jurisdiction as set forth in the License Agreement attached hereto as Exhibit A (the “**License Agreement**”).

## II. SCHOOL DISTRICT'S OBLIGATIONS

School District will do the following to facilitate and pay for the Training and implementation of the Program:

- a. Identify and confirm to Consultant its personnel who will attend the Training prior to the start of the Training;
- b. Provide the location for the Training and assume any costs of travel and hotel accommodations for each attendee at the Training;
- c. Execute the License Agreement and hold its employees responsible for knowing and adhering to its requirements; and
- d. Pay the amounts it is required to pay under this Agreement.

## III. TERM

This Agreement has no term and its obligations will continue until fully performed.

## IV. COMPENSATION

For the services provided hereunder, School District will pay Consultant the following amounts:

- a. A fee of \$3,000.00 for each participant who starts the 5-day Training, with a minimum fee of \$21,000.00 (the "**Minimum Fee**" for 7 participants).
- b. \$100 for each participant who starts the 5-day Training for material costs; and
- c. Reimburse for the travel expenses of one (1) trainer for coach airfare, ground transportation, overnight accommodations and meals at the rates permitted under the School District's travel expense policies for its executive personnel ("**Travel Costs**").

The Minimum Fee is non-refundable and any non-refundable Travel Costs incurred by Consultant shall be due even if the School District cancels the Training or no participants attend, although if the cancellation is prior to Consultant's travel to the Training location, Consultant will apply fifty percent (50%) of the Minimum Fee to any Training that is re-scheduled within one year of the originally scheduled date for the Training.

## V. PAYMENT

Consultant will submit an invoice to School District upon the execution of this Agreement for the full amount of the Minimum Fee which shall be due and payable in full by School District upon the earlier of 30 days from the date this Agreement is executed by both parties *or 7 days prior to the scheduled start of the Training*. Consultant will submit an invoice to School District for the balance of any Fee due for Training, for the Training material costs and for Travel Costs upon completion of the Training or, if Training is canceled or no participants attend, as soon as Consultant can account for any fees or costs due which invoice shall be due and payable in full by School District within 30 days of the invoice date. Invoices will be sent to the following address:

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

Payments on invoices will be sent to:

Bianco Educational Consulting, LLC  
 Attn.: Margarita Bianco, Ed.D.  
 4178 W. 97th Court  
 Westminster, CO 80031

The invoice for Travel Cost reimbursement shall be accompanied by receipts reflecting all such costs.

## **VI. PROGRAM DIRECTORS**

The name and contact information for Program Director at the School District is:

Amy Starzecki, Assistant Superintendent  
 218-336-8739 (phone)  
[amy.starzecki@isd709.org](mailto:amy.starzecki@isd709.org) (email)

The Program Director for Consultant is Dr. Margarita Bianco who can be contacted at:

303-907-9767 (phone)  
[DrBianco@Pathways2Teaching.com](mailto:DrBianco@Pathways2Teaching.com) (email)

The Program Directors shall have the authority to agree on adjustments to the Training and its schedule and who participates in the Training.

## **VII. OWNERSHIP**

Intellectual Property shall mean individually and collectively all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made by an individual or party, including, without limitation, those made, conceived, reduced to a tangible means of expression or reduced to practice in the performance of the responsibilities stated under this Agreement solely by one or more of persons or parties, whether or not patentable. All rights and title to Intellectual Property arising out of a party's performance under this Agreement shall be determined according to this Agreement and the U.S. copyright and patent laws and/or any applicable state laws.

All Pathways2Teaching Program content and any derivative materials (except those licensed to Consultant under the terms of the License Agreement) shall remain the sole property of Consultant and Dr. Margarita Bianco, as they agree between themselves. School District may not use the content of the Pathways2Teaching Program to train additional instructors or personnel staff without express, written consent of Consultant and Dr. Bianco. School District understands and agrees that it may not create any derivative materials from the Pathways2Teaching Program without the express, written consent of Consultant and Dr. Bianco. Any reference or use of the Pathways2Teaching Program name or any of the trademarks or

service marks of Pathways2Teaching and the Program by School District in any marketing materials or otherwise must be approved beforehand by Consultant and Dr. Bianco.

### **VIII. NOTICE**

All notices required by or given under this Agreement or the License Agreement shall be in writing, including electronic mail as a writing, and shall be addressed as follows:

For notice to Consultant: Bianco Educational Consulting, LLC  
 Attn.: Margarita Bianco, Ed.D.  
 4178 W. 97th Court  
 Westminster, CO 80031  
 Phone: 303-907-9767  
 Email: DrBianco@Pathways2Teaching.com

For notice to School District: Duluth Public Schools  
 Attn: Amy Starzecki  
 215 N 1<sup>st</sup> Ave E  
 Duluth, MN 55802  
 Phone: 218-336-8739  
 Email: amy.starzecki@isd709.org

Any notice under this Agreement shall be deemed to be duly given to a party upon the earliest of when personally delivered, when receipted for, or three days after placed in the U.S. Mail, first class postage prepaid, addressed to the parties at their address set forth above or to such other address as may be provided to by one party to the other by notice under this Agreement. Notice by email shall be effective if sent to the above email address, or any other email address the parties have used to communicate concerning matters under this Agreement and shall be effective on the next day after such email is transmitted.

### **IX. INDEPENDENT CONTRACTOR STATUS**

Consultant acknowledges that it is an independent contractor, and that no employee of Consultant will be an employee of School District nor will any employee of Consultant be entitled to any of the employment benefits that School District offers to its employees by reason of providing any services under this Agreement. Consultant shall be responsible for and will pay all payroll and other taxes arising from the payment of the Fees under this Agreement. Consultant further acknowledges that School District will not pay any payroll taxes on and will issue to Consultant an IRS Form 1099 for compensation under this Agreement. Except for expense reimbursements and School District's other obligations under Section II. of this Agreement, Consultant will be solely responsible for all expenses incurred in the performance of this Agreement.

### **X. NO AUTHORITY**

Consultant has no authority to assume or create any obligation (express or implied) on behalf of School District, or to represent School District in any capacity. Consultant shall not incur any liability on behalf of or in any way pledge or commit the credit of School District.

## XI. MISCELLANEOUS PROVISIONS

a. **Modifications.** This Agreement may only be modified in writing, executed by the party against whom the modification is sought to be enforced.

b. **Waivers.** The failure by a party to exercise or enforce any right or remedy under this Agreement in a particular instance shall not be construed or deemed a waiver of the right to exercise or enforce any right or remedy in the future.

c. **Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

d. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.

e. **Entire Agreement.** There are no representations, warranties or commitments between the parties, except as set forth or expressly referred to in this Agreement, and this Agreement and the License Agreement supersede all prior agreements, understandings, promises and representations between the parties concerning the subject matter of this Agreement.

f. **Enforcement.** In any action to enforce this Agreement or collect sums due under this Agreement, the prevailing party in such action, as determined by a court of competent jurisdiction, shall be awarded its costs of such action, including reasonable attorney's fees, against the other party.

g. **Governing Law.** The laws of the State in which School District is located, exclusive of its conflict of laws provisions, shall govern this Agreement and the performance by the parties of their respective duties and obligations under this Agreement.

h. **Survivorship.** The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement.

i. **Counterparts; Facsimiles.** This Agreement may be executed in one or more counterparts all of which shall be memoranda of one and the same agreement. This Agreement may be executed by facsimile signature which shall signify, to the same extent as any other execution of this Agreement, the intent of the party executing by facsimile to be bound to and by the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]  
SIGNATURE PAGE TO CONSULTING AGREEMENT  
(Pathways2Teaching® Program)

**Consultant:**

Bianco Educational Consulting, LLC  
a Colorado limited liability company

By: Margarita Bianco, Manager

Margarita Bianco.  
EdD

Digitally signed by Margarita Bianco, EdD  
DN: cn=Margarita Bianco, EdD, o, ou=Bianco  
Educational Consulting, LLC,  
email=drbianco@pathways2teaching.com, c=US  
Date: 2018.01.29 13:24:11 -07'00'

Date: 1/29/18

**School District:**

Duluth Public Schools ISD 709  
a Minnesota public school district

By: 

Name: Amy Starzecki

Title: Assistant Superintendent

Date: 1/29/18

By: 

Name: Douglas Hasler

Title: CFO/Director of Business Services

Date: 1/29/2018

## EXHIBIT A

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), made and entered into as of this 8<sup>th</sup> day of January, 2018, to be effective upon the conclusion of the Training provided under the terms of the Consulting Agreement (as defined below) (the “**Effective Date**”), is by and between Bianco Educational Consulting, LLC, a Colorado limited liability company (“**Bianco**”) and Duluth Public Schools ISD 709, a Minnesota public school district (“**Licensee**”).

WHEREAS, Bianco is the creator and owner of the Pathways2Teaching<sup>®</sup> Program as that program is more particularly described at <http://www.pathways2teaching.com/> (sometimes referred to as the “Program”), including, without limitation its training materials, course syllabus, evaluation materials, and related program structure and all trademarks which identify the Pathways2Teaching<sup>®</sup> Program;

WHEREAS Bianco and Licensee are parties to a Consulting Agreement of even date with this Agreement by which Bianco will provide training to Licensee’s personnel in the understanding and implementation of the Pathways2Teaching<sup>®</sup> Program (the “**Consulting Agreement**”);

WHEREAS, the Licensee wishes to obtain from Bianco and Bianco wishes to grant Licensee a non-exclusive license to use the Pathways2Teaching<sup>®</sup> Program within the jurisdiction of the school district administered by Licensee in accordance with the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, it is agreed as follows:

1. **Grant of License.** Bianco hereby grants the Licensee an revocable, non-exclusive, royalty-free license to implement the Pathways2Teaching<sup>®</sup> Program within the jurisdiction of the school district administered by Licensee, as follows: (a) implementation of the Program must be through instructors trained by Bianco at the expense of the School District (as further qualified by Section 3 of this Agreement); (b) implementation is limited to no more than 20 instructors at any one time; (c) implementation must include the core elements of the Pathways2Teaching<sup>®</sup> Program as outlined in Attachment No. 1 to this Agreement which is incorporated into this Agreement (the “**Core Elements**”); and (d) use of the trademarks and service marks identifying the Program must be limited to identifying the Program and be consistent with any guidelines or limitations provided by Bianco (the “**License**”). As used on this paragraph, the License includes Licensee’s use of the Program’s training materials, course syllabus, evaluation materials, and related program structure and trademarks and service marks identifying the Program.

2. **End-User Licenses.** At Bianco’s request, Licensee agrees that it will require of and obtain from any instructors or other employees or contractors of Licensee who participate in the

Program an end-user license for the benefit of Bianco with terms consistent with the terms of this Agreement.

3. **Derivative Works.** The Licensee shall not edit, alter, retouch, revise or otherwise change the Program, except with the express, prior, written approval of Bianco. Any derivative works created by Licensee shall be deemed licensed to Bianco by Licensee as an irrevocable, perpetual, royalty free, fully transferrable license for all educational uses, including, without limitation, for use in conjunction with the Pathways2Teaching<sup>®</sup> Program.

4. **License Term.** This License shall be for a fixed term of five (5) years following the Effective Date, subject to extension upon Bianco providing updated or additional training in the Pathways2Teaching<sup>®</sup> Program to Licensee's instructors. The extension shall be for five (5) years following the last date of training or retraining provided by Bianco to Licensee's instructors. Only those instructors who either have been trained or had their training updated by Bianco within the previous five (5) years shall qualify as an instructor for purposes of this Agreement and implementation of the Program. Upon termination of the License, Licensee shall cease implementation of the Program at the end of the academic year in which termination occurs and shall thereafter cease any use of the Program materials, trademarks and service marks associated with the Program, including, but not limited to, cease any use the mark: Pathways2Teaching<sup>®</sup>.

5. **Retained Rights.** The Licensee hereby acknowledges and agrees that, except for the rights granted under the License, Bianco shall retain any and all rights, title and interest, including, without limitation, any copyrights, in and to the Program and any derivative works, and the Licensee shall not use the Program or Program materials except as allowed under this Agreement without the express permission of Bianco. Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, or other proprietary notice or mark appearing on the Program or Program materials and to reproduce and include same on each copy of the materials.

6. **Termination of License.** Bianco shall have the right to terminate this License if Licensee breaches any term or condition of this License or the Consulting Agreement and such breach continues for more than thirty (30) days following Bianco's written notice of breach being given to Licensee. Licensee acknowledges and agrees that its use of and right to use Bianco's trademarks and service marks used to identify the Pathways2Teaching<sup>®</sup> Program require that Licensee strictly adhere to the Core Elements of the Pathways2Teaching<sup>®</sup> Program and that Licensee's failure to do so may harm the value of those marks and will result in termination of the License.

7. **Remedies.** Licensee acknowledges and agrees that any breach of this Agreement by Licensee or its employees, contractors, or agents will naturally cause Bianco to suffer harm, which will be irreparable and entitle Bianco to injunctive relief, including restraining orders, without necessity of bond or other security, which is hereby waived, to prevent ongoing breaches of this Agreement. The remedies of this Section 7 are in addition to the remedies available to Bianco under any other provision of this Agreement or under the Consulting Agreement.

8. **No Warranties; Limitations of Liability.** Except for Bianco's representation under the Consulting Agreement that the granting of the License and use of the Program and Program materials as permitted by the License will not violate the rights of the Regents of the University of Colorado, a body corporate, for an on behalf of the University of Colorado Denver, School of Education and Human Development, BIANCO MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PROGRAM AND USE OF THE PROGRAM MATERIALS AS CONTEMPLATED UNDER THIS AGREEMENT WILL NOT INFRINGE ANY COPYRIGHT, TRADEMARK, SERVICE MARK, OR OTHER RIGHTS OF THIRD PARTIES. In no event shall Bianco's aggregate liability under this Agreement or the Consulting Agreement or arising out of the condition or use of the Program or Program materials, or any training or other services provided by Bianco concerning the Program and Program materials (whether Bianco's liability is in contract, tort, statutory, or otherwise) exceed the amount actually paid by Licensee under the Consulting Agreement or for any other training required by this Agreement. In no event shall Bianco be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential, or other indirect damages of any type or kind arising out of or in any way connected with this Agreement or the Consulting Agreement, even if Bianco has been previously advised of the possibility of such damages.

9. **Incorporation of Consulting Agreement.** All of the terms and provisions of the Consulting Agreement are hereby incorporated into and made a part of this Agreement.

10. **Miscellaneous Provisions.**

a. Modifications. This Agreement may only be modified in writing, executed by the party against whom the modification is sought to be enforced.

b. Waivers. The failure by a party to exercise or enforce any right or remedy under this Agreement in a particular instance shall not be construed or deemed a waiver of the right to exercise or enforce any right or remedy in the future.

c. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

d. Assignment. Neither this Agreement nor the License may be assigned, voluntarily or by operation of law, by Licensee without the express, written consent of Bianco.

e. Entire Agreement There are no representations, warranties or commitments between the parties, except as set forth or expressly referred to in this Agreement, and this Agreement and the Consulting Agreement supersede all prior agreements, understandings, promises and representations between the parties concerning the subject matter of this Agreement.

f. Enforcement. In any action to enforce this Agreement, the prevailing party in such action, as determined by a court of competent jurisdiction, shall be awarded its costs of such action, including reasonable attorney's fees, against the other party.

g. Governing Law. The laws of the State in which Licensee is located, exclusive of its conflict of laws provisions, shall govern this Agreement and the performance by the parties of their respective duties and obligations under this Agreement.

h. Survivorship. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement.

i. Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts all of which shall be memoranda of one and the same agreement. This Agreement may be executed by facsimile signature which shall signify, to the same extent as any other execution of this Agreement, the intent of the party executing by facsimile to be bound to and by the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO LICENSE AGREEMENT  
(Pathways2Teaching® Program License)

**BIANCO:**

Bianco Educational Consulting, LLC

By: Dr. Margarita Bianco

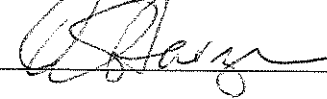


Title: Consultant, Bianco Educational Consulting, LLC

Date: January 8, 2018

**LICENSEE:**

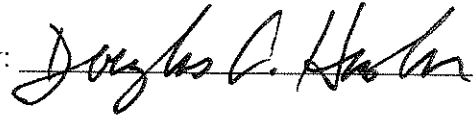
Duluth Public Schools ISD 709

By: 

Name: Amy Starzecki

Title: Assistant Superintendent

Date: 1/29/18

By: 

Name: Douglas Halser

Title: CFO/Director of Business Services

Date: 1/29/2018

## Attachment No. 1

### Core Elements of the Pathways2Teaching® Program

1. The Licensee must use the name “Pathways2Teaching® Program” to describe the Licensee’s own program by which the Licensee will implement the Pathways2Teaching® Program.
2. The Licensee must attribute the trademark PATHWAYS2TEACHING® as being the registered trademark of Bianco Educational Consulting, LLC, and, in all materials describing its program to implement the development of the Pathways2Teaching® Program, the Licensee must prominently attribute the creation of the Pathways2Teaching® Program to “Dr. Margarita Bianco with the support of the University of Colorado Denver, School of Education and Human Development”.
3. The Licensee must adhere to the Pathways2Teaching’s 6 guiding principles as outlined below:
  - Increase high school students’ awareness of the teaching profession as a viable career choice and an opportunity to engage in **educational justice**.
  - Inclusion - The course is open to **all** interested 11th or 12th grade students.
  - Critical Lens- We draw on the works of **critical pedagogues** to empower students with emancipatory knowledge. That is, **we seek to prepare our students to act for educational justice in their lives and their communities**.
  - College Access & Readiness - High School students enrolled in the Pathways2Teaching program will be **provided with the academic supports to bolster their skills in a challenging course while also earning college credit**. Students will be provided with numerous opportunities visit college campuses throughout the year.
  - Students enrolled in the Pathways2Teaching will be provided with opportunities to **establish mentor/mentee relationships** with community members, MA students, doctoral students, and faculty of color. Several nationally recognized scholars of color will be invited to participate in our guest speaker series via internet video conference call.
  - School, Community, and Family involvement requires a concerted effort. **It is the responsibility of the course instructors to model effective teaching by connecting with families and the community in a culturally responsive manner**. This includes frequent communication, home visits, and school and community sponsored family sharing evenings.

## Attachment No. 1 (cont'd)

### **High Schools & School Districts Participating in the Pathways2Teaching Program**

- School districts should collaborate with college / university partners to offset tuition, textbook, and other costs for the precollegiate P2T course
- High School administrators will provide an experienced teacher who has demonstrated the ability to “connect” with students and their families. The teacher should also have a demonstrated record of teaching excellence.
- High School administrators agree that all new P2T instructors shall participate in the P2T professional development training as provided by Bianco.
- School administrators, counselors, and teachers will actively seek to recruit students of color and males.
- School administrators agree to support college campus visits throughout the year either by providing a substitute teacher or providing other release time for the P2T instructor to participate in the field trips and / or providing a school bus for the campus visit.

### **Instructors**

- Each Pathways2Teaching instructor shall agree to provide data to Dr. Margarita Bianco about student enrollment and have students participate in 2 pre/ post online or hard copy surveys during the school year.
- New instructors agree to participate in P2T professional development training.
- The instructor agrees to teach all the key curriculum components of *Pathways2Teaching*
- **Curriculum:** Pathways2Teaching instructors will be provided with a course syllabus during the P2T professional development training. While some aspects of the course can be altered to meet the unique needs of the students and their community (required readings, weekly assignments), several **key components** of the course *cannot* be altered. These include:
  - Research Project
  - Weekly field experience with elementary or middle school age students
    - Field experience reflection journals (weekly writing assignment)
  - Writing Skill Development & College Essay Writing
    - Students must *apply* to college of their choice as part of the course requirement (please note, high schools should ensure that students are *not* financially burdened by completing this requirement; where possible, application fees should be waived)
  - College Campus visits
  - Participation in state level teacher conferences: Where possible, Pathways2Teaching students should participate (either attend or present) in any available education related conferences

**Attachment No. 1 (cont'd)****College/ University Partners**

- College / University partners agree to offer college credit to students who successfully complete all course requirements
- Where possible, college partners will help with the organization, planning and costs associated with one or more campus visits
- Where possible, college partners should identify one or more faculty members who will visit the P2T classes or co-teach several lessons throughout the year.
- Where possible, college partners will identify undergraduate, graduate, and/ or doctoral students to act as mentors to high school P2T students

January 11, 2018

To: Doug Hasler  
From: Ethan Fisher  
Re: Duluth Denfeld High School Auditorium Projector Project

Mr. Hasler,

I am writing to inform you about a project that I have taken on at Denfeld High School. My primary job in the Duluth School system is to be a Social Studies Teacher, and as part of my assignment, I have also been working with the Denfeld Executive Board. I have worked in my current capacity since the merger of schools for the 2011-2012 school year. The Exec. Bd. at Denfeld is charged with many different tasks which includes pep assemblies and coronation assemblies. In each assembly that we put on, we are using technology to assist in our delivery of information. Currently, before each assembly, we are needing to cart in a projector and hook it up with a number of cables that connect it to the sound booth which also has computer access. This has posed many challenges over the years. Two years ago I started to investigate a permanent solution, which includes purchasing a new projector, mounting it to the underside of the balcony, and hard wiring everything directly to the sound booth. This will save a tremendous amount of time as well as wear and tear on the equipment. It is my understanding that this was originally going to be included in the long range facilities plan, but in the end, there was no money to do this.

I have contacted RAV Technologies and asked them to give us a bid to install the needed equipment and have attached that quote to this letter. All funding for this project has been secured and we are not asking the district to spend any money to get the job done. Please note that the Denfeld Exec. Bd. has already made a \$3,000 deposit on this project two years ago and that is reflected in the quote. In addition, Denfeld received a \$4,000 grant from the Pachel Grant Group, leaving a balance of \$6,211.40, which Exec. Bd. has raised and currently has in their account.

It is my understanding that you need to approve this project before we move on from here. Please let me know if you have any questions regarding this project, and I would be happy to answer them.

Sincerely,

Ethan M. Fisher  
Duluth Denfeld High School



# **Duluth Denfeld Auditorium Version II**

A PROPOSAL FOR: ISD-709-MNDU-Duluth Public Schools

## RAV Technologies

1264 Park Road  
 Chanhassen, Minnesota 55317  
 952-443-9810 main  
 952-443-9812 fax

November 27, 2017  
 Estimate: 006836 ver. 2

## Labor Scope

RAV Technologies proposes the following:

Install new NEC 9000 lumens projector. We'll be installing two converters so you'll be able to use the three RCA's, and the S-Video. We'll install the Extron IN 1608 presentation switcher. Then we'll run two 12 foot cables HDMI / VGA with audio to the back of the plate to the switcher, which will send the signals to the projector. Install a HDMI / VGA with audio receiver input plate at the front of the stage. We'll fully test the system, and clean-up after ourselves.

Part #	Description	Price	Qty	Extended
RAV-Labor	Labor	\$3,100.00	1	\$3,100.00
<b>Labor Scope Subtotal</b>				<b>\$3,100.00</b>

## Materials

Part #	Description	Price	Qty	Extended
NP-PA903X	NEC - 9000 Lumen Professional Installation Projector w/4K support	\$2,502.00	1	\$2,502.00
NP14ZL	2.98 - 4.77:1 Zoom Lens for the NP-PA500X/PA500U/PA5520W/PA600X	\$2,013.00	1	\$2,013.00
CMA330	8" Offset Ceiling Plate	\$49.00	1	\$49.00
RPAU	Chief Universal Projector Ceiling Mount	\$129.00	1	\$129.00
60-1238-51	IN1608, DTP 330 EXTENSION	\$2,500.00	1	\$2,500.00
60-1271-13	DTP HDMI 4K 230 Rx	\$348.00	1	\$348.00
60-818-03	MLC 104 IP Plus MediaLink Controller with Ethernet Control	\$723.00	1	\$723.00
PC-G1796-E-P-B	VGA/HDMI Input Plate	\$45.00	1	\$45.00
CCN-CSH101	Comprehensive Composite/S-Video & Audio to HDMI Converter	\$90.00	2	\$180.00
M2-HDSEM-M-12F	12' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$14.00	2	\$28.00
E-VGAMAM-M-12	Cable - 12FT VGA Cable	\$36.53	2	\$73.06

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<b>3871</b>	3' HDMI Cable	\$3.34	1	\$3.34
<b>LD5EI8-A</b>	Panduit One-piece latching surface raceway. Supplied with pre-applied adhesive backed tape, Ivory	\$24.00	7	\$168.00
<b>60-1366-12</b>	Extron DTP UWP 232 D Transmitter (60-1366-12) - Black	\$770.00	1	\$770.00
<b>MS64BP-WT</b>	250' Shielded Cat6 - Plenum Shielded	\$230.00	1	\$230.00
<b>Misc. Materials</b>	Materials	\$250.00	1	\$250.00
<b>Materials Subtotal</b>				<b>\$10,011.40</b>

### Discount / Pre-Pay

Part #	Description	Price	Qty	Extended
<b>Misc. Materials</b>	Pre-Paid Amount	(\$3,000.00)	1	(\$3,000.00)
<b>Discount / Pre-Pay Subtotal</b>				<b>(\$3,000.00)</b>

Recap	Amount
Labor Scope Total	<b>\$3,100.00</b>
Materials Total	<b>\$10,011.40</b>
Discount / Pre-Pay Total	<b>(\$3,000.00)</b>
Shipping	<b>\$100.00</b>
<b>Grand Total</b>	<b>\$10,211.40</b>

\*\*\*Shipping is not included and is billed as it is incurred.\*\*\*

The following terms and conditions shall apply to each order for products and services of Affinitech Inc. and shall constitute the entire agreement between the parties. The terms and conditions may not be varied, and no modification or addition shall be of any force or effect unless specifically accepted by Affinitech Inc. in writing. Acceptance of orders which contain additional or different conditions of purchase printed on the order or other form shall not be binding upon Affinitech Inc. unless specifically agreed to in writing by an authorized representative of Affinitech Inc. If any conflict exists between the terms and conditions as set forth herein, and those terms and conditions as contained on Buyer's purchase order, acceptance or other order form, THESE TERMS AND CONDITIONS SHALL SUPERSEDE AND GOVERN.

## RAV Technologies

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November 27, 2017  
 Estimate: 006836 ver. 2

### 1. Pricing

Upon Affinitech Inc.'s acceptance of a written purchase order, Affinitech Inc. will supply products and/or services at the price stated in Affinitech Inc.'s quotation, or if no quotation exists, then in Affinitech Inc.'s price list, if any. Affinitech Inc. reserves the right to revise prices if Buyer has not placed an order for products or services subject to any quotation given to Buyer within thirty (30) days of the date on the quotation. In all other cases, Affinitech Inc. reserves the right to revise prices at any time [upon at least thirty (30) days' notice] or [without notice] prior to the date of shipment of products. Buyer shall pay any extra costs reasonably and necessarily incurred by Affinitech Inc. as a result of any changes or modifications to specifications requested by Buyer.

### 2. Cancellation

Buyer may not cancel or revise any order accepted by Affinitech Inc. without prior written consent of Affinitech Inc. All awarded projects that are canceled are subject to a **20% cancellation fee** in addition to any already incurred cost by Affinitech Inc. and is due within 30 days of the cancellation.

### 3. Payment

**Payment terms are thirty (30) days net from date of invoice.** Affinitech Inc. reserves the right, however, to modify the credit terms here-under or to require payment in advance or C.O.D. when deemed advisable by Affinitech Inc., at its sole discretion.

### 4. Late Payment

Affinitech Inc. reserves the right to charge Buyer interest at 1.5% per month or the maximum legal rate, whichever is less, for any payments more than thirty (30) days overdue. Buyer shall also pay collection costs or court costs plus reasonable attorneys' fees if its account is referred to a collection agency or attorney for collection.

### 5. Taxes

In addition to the stated purchase price, Buyer will pay any tax imposed by any federal, state or other governmental authority on the sale of the products and/or services in states where Affinitech Inc. is not required to remit tax.

### 6. Delivery/Shipping

**Shipping is not included and is billed as it is incurred.** Any delivery schedule which Affinitech Inc. may provide to Buyer represents a good faith estimate of delivery dates and shall not bind Affinitech Inc. to anything more than its reasonable efforts to meet such estimates. Affinitech Inc. will not be liable for any loss or expense (consequential or otherwise) incurred by Buyer as a result of any delay in delivery. Any requests from Buyer for expedited freight will be billed as a change order.

### 7. Work Delay

All work is to be completed on an agreed upon schedule. Any excessive labor cost incurred by Affinitech Inc. due

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to work site delays beyond the control of Affinitech Inc. will be billed as a change order.

### **8. Indemnification**

Buyer agrees to comply with all applicable federal, state and local laws, rules and regulations and to indemnify and save harmless Affinitech Inc. for and from any and all liabilities, expenses, costs and damages which Affinitech Inc. may incur or suffer as the result of Buyer's failure or omission to do so. Buyer shall also indemnify and hold Affinitech Inc. harmless for any and all liabilities, costs and damages which Affinitech Inc. may incur or suffer as a result of Buyer's failure to comply with the terms and conditions stated herein.

### **9. Confidentiality**

Affinitech Inc. agrees not to disclose to any third parties information regarding Buyer or its business or its customers, or use such information for any purpose other than performing Buyer's order, without written approval of Buyer.

### **10. Independent Contractor**

Affinitech Inc. shall at all times act in its own capacity and right as an independent contractor, and nothing contained herein shall be construed to make Affinitech Inc. an agent or partner of Buyer.

### **11. Terms**

These terms shall continue to be effective until all obligations here-under or any agreement formed pursuant to any quotation given to Buyer have been performed. Either party shall, however, have the right to terminate any such agreement at any time without cause upon thirty (30) days' written notice to the other.

### **12. Warranty**

Products sold by Affinitech Inc. carry their respective manufacturer's warranty and are the responsibility of the buyer to contact and work with the manufacturer if warranty work is required, unless existing support contract is in place with Affinitech to handle. Any installation performed by Affinitech or one of its sub-contractors is warranted to be free of workmanship defects for **one year**. Defects do not include variations in programming or installation that varies from the original scope.

RAV Technologies  
1264 Park Road  
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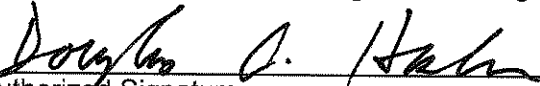
November 27, 2017  
Estimate: 006836 ver. 2

**Customer Acceptance**

We appreciate the opportunity, if you have any questions or comments, please call.

Thank you,

Wayne Williams  
952-697-2125  
wwilliams@ravtechnologies.com

	<i>1/19/18</i>
Authorized Signature	Date
<i>Douglas A. Hasler, CFD</i>	
Printed Name	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## AGREEMENT

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**THIS AGREEMENT**, made and entered into this **12<sup>th</sup> day of January 2018**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Tara Frisbie**, 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 **January 12, 2018** 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.** Please see attached job description.

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 the rate of **\$27.00 per hour up to a sum not to exceed \$12,000**. 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 Pam Rees, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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

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.

*Don Amii R.D. LD* 11/2/2014  
INDEPENDENT SCHOOL DISTRICT NO. 709 CONTRACTOR  
DULUTH HEAD START

~~Chair~~ \_\_\_\_\_ Title \_\_\_\_\_

~~Clock~~ \_\_\_\_\_ Title \_\_\_\_\_

*James M. Ryan 1-12-18*  
Program Director \_\_\_\_\_ Taxpayer Identification Number \_\_\_\_\_

*Joseph O. Har*  
Director of Business Service \_\_\_\_\_

**DULUTH HEAD START  
JOB DESCRIPTION**

**JOB TITLE:** Head Start Nutritionist/Dietitian

**IMMEDIATE SUPERVISOR:** Head Start Director

**DEPARTMENT:** ISD 709 E-12 Operations

**PAY GRADE ASSIGNMENT:** \$27.00 per hour

**MINIMUM QUALIFICATIONS:** Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

**DESIRED QUALIFICATIONS:** Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

**DUTIES AND RESPONSIBILITIES:**

Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition;

Consult with the Health & Nutrition Services Coordinator

Review all child files for dietary and nutritional needs;

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service;

Reflect cultural and ethnic preferences, and include a wide variety of foods;

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices;

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards;

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up

Monitor and coordinate oral health activities in the program

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children;

Provide information and materials for nutrition education activities in the classroom;

Coordinate and provide nutrition education at parent meetings;

Consult with teachers regarding concerns about children's eating;

Update and revise nutrition area of the program plan;

Serve as liaison to nutrition and food resources in the community;

Member of Head Start Health Advisory Committee;

Other duties as assigned by supervisor.

# AGREEMENT

**THIS AGREEMENT**, made and entered into this day of January 10, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and David “Niib” Aubid, 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 January 15, 2018, 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 presentation of Ojibwe language stories/teachings as learning opportunities for staff and students on the Ojibwe language. The contractor will allowed to provide the presentations in accordance with their knowledge and customs of Ojibwe language and culture to ensure authenticity and respect for the knowledge of the contractor.
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 a rate of (Four-hundred and 0/100 dollars) \$400.00/session (2 hours) up to a sum not to exceed Two-thousand and 0/100 dollars (\$2,000.00). 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 on the day of service (to be Culturally Responsive) or 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 REQUEST 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. **The nature of this service requires a culturally responsive request that aligns with Ojibwe culture.**

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 1<sup>st</sup> 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: **David "Niib" Aubid**

Address: 20831 363rd Ln McGregor MN 55760

Phone: 828 330-1455

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.

David Aubiel \_\_\_\_\_ 1/10/18  
Contractor Signature SSN/ Tax Identification Number Date

WILLIAM HOWES \_\_\_\_\_ 1/10/18  
Initiator Date

[Signature] \_\_\_\_\_ 1/10/18  
Program Director Date

[Signature] \_\_\_\_\_ 1/12/18  
Director of Curriculum and Instruction Date

Joseph A. Har \_\_\_\_\_ 1/16/18  
Director of Business Service / Superintendent of Schools Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2nd day of January, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and **Avalon Educational Institute**, 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 January 5th, 2018, and shall remain in effect until June 8th, 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 following services:

### Course Plans: Capoeira

**Course Duration:** 20 weeks, 1 hour class per week

### Introduction/Goals of the Course

Capoeira is an Afro-Brazilian art form, created by African slaves in Brazil, during the Portuguese colonization. Students will learn several fundamental aspects of this art form during each class elaborated and adapted according to the district safety rules.

### Learning Objectives

By the end of the course, students will:

- Understand the **importance of stretching, warm-ups and strengthening exercises** (sit-ups, push-ups and lunges).
- Be able to do: "**Ginga**" (the basic Capoeira swing), "**Esquiva**" (dodges, 3 different types), kicks ("**Martelo**" direct kicks and "**Mea lua**" round kicks), acrobatics ( "**au**" cartwheel, "**Macaco**" squat position, etc.).
- Be able to play all Capoeira instruments as well as sing and lead a variety of Capoeira songs

- **Build sense of community by participating in the "roda" (Capoeira circle).** Everybody has an important role in the circle, whether playing in the circle or making the music: clapping, drumming and singing.
- **Content Outline: Typical Lesson**

	Activity	Description	Time
1	Warm Up	Moving all of body briefly to loosen the muscles and gives instructor time to check in with students.	10 min
2	Ginga	Practicing the basic swing — sometimes in the mirror or with a partner.	10 min
3	Combination moves (Ginga, esquivas, kicks)	Learning sequences of different moves.	20 min
4	Conditioning	Strengthening of all muscle groups	5 min
5	Roda (Capoeira circle) and music	Opportunity for students to apply movements in real context	10 min
6	Closing circle	Opportunity to bring class together to officially end activities.	5 min

The contractor will provide extra class material as needed.

### 3. **Background Check .**

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 a rate of \$50.00 (fifty dollars) per 1-hour session, not to exceed a maximum sum of \$1,500.00 (Fifteen-hundred and 0/100 dollars)/school year. 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 1<sup>st</sup> 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 : **Avalon Educational Institute, 404 W. Superior St., Duluth MN 55805**

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

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

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

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

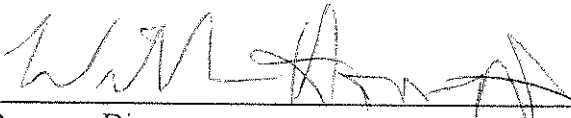
requirements of the State of Minnesota including Coverage B, Employer's Liability.


**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.

	ST-0922146	1/21/18
Contractor Signature	SSN/ Tax Identification Number	Date

William Howes	
Initiator - (Contact with questions)	Date

	1/8/18
Program Director	Date

	1/5/18
Director of Curriculum and Instruction	Date

	1/10/18
Director of Business Service / Superintendent of Schools	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2nd day of January, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Avalon Educational Institute, 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 January 5, 2018, 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.** Contractor will provide lessons/demonstrations of Martial Arts at various schools in Physical Education classes throughout the district. Schools may include:
  - Ordean East Middle School & Lincoln Park Middle School
  - Denfeld High School & East High School
  - Other locations and performance dates are to be determined.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing up to a total of 15 classes at \$200 (two-hundred and no/100 dollars)/class up to a sum not to exceed \$3,000.00 (three-thousand and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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: Avalon Educational Institute, 404 W Superior St, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

**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.

	01-0922146	
Contractor/Justin Markus	SSN/ Tax Identification Number	1/2/18 Date

Program Director		1/8/18 Date

Director of Curriculum and Instruction		1/5/18 Date

Director of Business Service / Superintendent of Schools		1/10/18 Date

# AGREEMENT

147

**THIS AGREEMENT**, made and entered into this 1st day of January 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1<sup>st</sup>, 2018 and shall remain in effect until June 30<sup>th</sup>, 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.**

**Program Description:** PACE (Programs for Academic and Cultural Enrichment).

The Summer School and After-School programming will provide students at Myers-Wilkins safe, nurturing, and enriching experiences designed to help build students' academic, creative and life skills.

**Location:** Myers-Wilkins Community School

**Schedule:** Meets Monday - Thursdays

2:30-5:00 p.m. January 2018-April 2018

8:30-12:30a.m. June 2018- July 2018

**Program goals:**

1. Improve academic and social achievement of 50+ Myers-Wilkins students through tutoring and enrichment activities employing well-trained staff and volunteers.
2. Maintain clear, on-going communication between classroom teachers and after-school and summer staff to identify students' needs and goals.
3. Provide high-quality programming, through highly engaging arts, literacy, science, leadership and health/recreation activities in an after-school setting.
4. Ensure equitable access to after-school and summer programming.
5. Foster positive relationships between school, home(parents) and community and increase parent involvement.

**Outcomes for Participants:**

1. By the end of the 2017/18 school year, or the end of summer program, 80% of the participating students will have reached their personal academic goals.
2. Within a month of beginning a program, 100% of the students who participate in the afterschool COMPASS program or summer school academic program will have an individual learning plan with clearly stated goals and outcomes.

3. Student participants will develop robust vocabulary, knowledge, and skills in their chosen class topics.
4. Provide safe, reliable transportation for students.
5. Increased parent engagement and communication through parent advisory Council, leadership opportunities, volunteer opportunities, family classes and/or special events. Family Liaison's will contact families monthly through phone conversations or in person, in addition to a monthly newsletter.

### **Program Design:**

Beginning in October of 2017 approximately 50 referred students will participate in after-school enrichment classes focused on academic support, Social Emotional Learning, and STEM education. Students will receive structured, academic instruction 3 days a week, taught by qualified instructors and supported by additional staff and volunteers. In addition, once a week, students will have a choice of a science, arts, literacy, leadership, or health/recreation based class. Each student enrolled in the COMPASS program will have an assigned family liaison and an Individual Learning Plan.

The after-school program will conclude in April with a family and community event highlighting students' work through a slide show, performances and exhibits. Transportation and meals are provided for family events.

The Youth program coordinator will be responsible for orchestrating the logistics of enrollment, implementation and transportation; providing a nutritious snack, and program support for the students, families, instructors, and volunteers involved in this program. In addition, they will coordinate family events/classes and collaboration other organizations and individuals offering programs and supports to families within the school.

The Family liaisons work directly with students, developing and implementing curriculum and assessments. They recruit, train, and supervise volunteers, work-study students and AmeriCorps members. They meet with teachers on an on-going basis to identify student goals, progress, and needed supports. Family liaisons, AmeriCorps members, community instructors and EXCEL teachers will provide instruction and coaching with assistance from work-study students and college/community volunteers.

The Contractor will be responsible for maintaining program fidelity in accordance with the specified outcomes and implementation design. Appropriate assessment tools for measuring outcomes and reporting results will be the responsibility of the DCSC in partnership with Myers-Wilkins administrators.

The Contractor will be responsible for recruitment, training, support and compensation (through funds requested in this contract) of the project coordinators and contracted instructors. Contractor will also purchase supplies required for the program and be responsible for the costs of transportation (through funds requested in this contract).

### **Assessment:**

Student outcomes will be reported 3 times annually through compilation of attendance data, surveys, and pre-post assessments. Summaries are available upon request in January 2017, June 2018, and August 2018.

### 3. Projected Budget:

Cost Item Description	Purpose	Outcome	Annual Cost 1/1/18-6/30/18
<b>Youth Program Coordinator, Family Liaison and program instructors</b>	Provides direct teaching instruction within the COMPASS program and enrichment classes.  Develops and Implements educational and social emotional curriculum.  Collaborates with teachers to develop ILP's and provide needed support for students.	Provide safe, nurturing and enriching experiences designed to help build students' academic, creative and life skills.	<b>Total Cost: \$6,160</b>
<b>Transportation:</b>	Provide Bussing for students during the school year and summer programs. Provide transportation for families for school events.	Maintain consistent attendance and provide equitable access for all students. Provide equitable access for all families to participate in events and school	<b>Total Cost: \$10,000</b>
<b>Total Cost for 1/1/18 – 6/30/18</b>			<b>\$16,160</b>

**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 \$ 16,160. 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.

**Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis with documentation, using the Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.

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

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

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

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

8. **Notices.** All notices to be given by Contractor to District, shall be deemed to have been given by depositing the same in writing in the United States Mail care of \_\_\_\_\_, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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: Myers-Wilkins Community School Collaborative, 108 East 6<sup>th</sup> Street, Duluth, MN 55805 Attn: Jennifer Eddy, Executive Director.

**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.

**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.

**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.

**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.

**Insurance.** (If applicable)

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

Myers-Wilkins Community School Collaborative      41-2002724      1/4/18  
Contractor      SSN/ Tax Identification Number      Date

Jennifer Eddy      1/4/18  
Executive Director      Date

Jim Hahnke      1/4/18/1/8/18  
School Principal      Date

Douglas A. Hahn      1/10/18  
Director of Business Service / Superintendent of Schools      Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16th day of January, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Naomi 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 February 16th 2018, and shall remain in effect until March 30th 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** 1) The contractor will provide facilitated sessions to 1st and 2nd graders at Laura MacArthur and Piedmont Elementary Schools. Using the power of reading, students will be exposed to the lessons of self-esteem, being different and the importance of learning. There will be class discussion after reading to process story. 2) The contractor will talk to students about two career paths as a graphic Designer, Author and process of writing and illustrating a book.

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 \$ One-hundred and sixty 60/100 dollars (\$160.00). 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:

Contractor will be paid in the following manner. Contractor will submit an invoice to the Office of Education Equity monthly for payment. Payment will be made in the amount of twenty dollars per class presentation (\$20.00). Maximum billable time per event is equal to

Student/presentation time of eight (8) classes in any given day. This contract will exclude preparation and travel time.

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 1<sup>st</sup> 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: Naomi Smith, 1724 East 6th street Duluth, MN 55812).

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

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

**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.

Naam Smith  
Contractor Signature \_\_\_\_\_ SSN/ Tax Identification Number \_\_\_\_\_ 1/17/18  
Date

[Signature]  
Initiator - \_\_\_\_\_ 1/22/18  
Date

[Signature]  
Program Director \_\_\_\_\_ 1/22/18  
Date

[Signature]  
Director of Curriculum and Instruction \_\_\_\_\_ 1/29/18  
Date

[Signature]  
Director of Business Service / Superintendent of Schools \_\_\_\_\_ 1/31/18  
Date



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

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **December 19, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Play 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 the student's individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 3.5 hours (210 minutes) per day, 2 day per week, and up to 36 days.
  2. The AGENCY shall perform these services at: **2501 Woodland Ave, Duluth, MN 55803.**
  3. The approximate date the service will begin is, **January 4, 2018** and shall not extend beyond **May 25, 2018**; the contract not to exceed a total of **36 Days ( 2 Days per Week)** and a total cost up to **\$925.00.** (\$185.00 per month).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: **Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
-

# ISD 709 6 Duluth Public Schools

## Page 2 - Contract for Purchase of Special Education Services

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

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

### SIGNED:

\_\_\_\_\_  
Name of Agency

By \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date January 10, 2018

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Jason Paine 1-9-18  
Director



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

### CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 16, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Playcare** hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 3 hours (180 minutes) Monday/Wednesday, and up to 47 days.
  2. The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**
  3. The approximate date the service will begin is, **September 20, 2017** and shall not extend beyond **May 18, 2018**; the contract not to exceed a total of **47 Days** (2 Days per Week) and a total cost up to **\$1295.00** (\$185.00 per month).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.
-

# ISD 709 Duluth Public Schools

## Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
By  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

*Joseph A. Hahn*  
C.F.O. Executive Director of Business Services

Date 1/18/18

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By *John Crane* 1/17/18  
Director



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 15, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (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 **N C** 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 4.5 hours (270 minutes) per day, 3 day per week, and up to 39 days.
2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
3. The approximate date the service will begin is, **February 8, 2018** and shall not extend beyond **May 31, 2018**; the contract not to exceed a total of **39 Days** ( 3 Days per Week) and a total cost up to **\$727.** (\$18.00 per day + \$25 enrollment fee).
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 15<sup>th</sup> of each month for the preceding month.**

# ISD 709 Duluth Public Schools

## Page 2 - Contract for Purchase of Special Education Services

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

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

**SIGNED:**

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
By  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date 01/18/18

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By John Bone 1/15/18

# Interpreting Service Contract- ISD 709

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This Service Contract is made as of September 6, 2017, by and between the undersigned Partners.

## I. Formation

The undersigned hereby form a general partnership in, and in accordance with the laws of, the State of Minnesota.

## II. Involved Parties

The partnership shall be between Karen C. Sheldon, Independent Contract Interpreter and ISD 709, Duluth Public School.

## III. Term

The contract shall begin on September 7, 2017, and shall continue until June 5, 2018 and thereafter from year to year unless earlier terminated by either party.

## IV. Purpose of Services

The purpose of will be to faithfully render equivalent message from spoken English to a visually signed system, most often ASL, a variation of SEE, or from the signed source to spoken English. This service will be executed to provide access to communication in the classroom and other educational settings on behalf of the student, teachers, faculty and peers. Tutoring type services can be discussed on case by case basis.

## V. Compensation

Compensation will be at a rate of \$40.00 hourly with a two hour minimum required for booking. Fees will be applied at a rate of \$5 per 5 minute the appointment runs over the scheduled time limits. Invoices will be e-mailed to the ISD 709 District office twice a month. Payment is due within 14 days of receipt. Compensation shall not exceed the total payment of \$6,000 for the term.

## VI. Cancellation

Cancellation with more than 48 hour notice from the requesting organization (ISD 709) will not be charged. Cancellation with less than 48 hour notice from the requesting organization will be charged the full rate. Cancellation due to inclement weather will be charged at the full rate.

In the event the interpreter is unable to attend a scheduled job for emergency or illness, notification to the responsible party, Carla Larson, will occur as soon as possible. No fee for services will apply. The interpreter will not be responsible for finding a replacement interpreter.

## VII. Travel

Should the working assignment require travel between sites after the start of the initial assignment, a mileage rate of \$0.38 per mile will be charged. Documentation of travel will be included in the invoice.

## VIII. Contact

The interpreter, Karen C. Sheldon, can be contacted at 952-567-1079 voice/text/FaceTime or via email at karensheldon@gmail.com. Correspondence can be mailed to 1019 North 59<sup>th</sup> Ave West, Duluth MN 55807

This contract for services shall be binding upon the respective heirs, executors, administrators, and personal representatives of the parties.

The parties have caused this Agreement of Partnership to be executed on the dates indicated below, effective as of the date indicated above.

<u>Karen C. Sheldon, Interpreter</u>	<u>Karen C. Sheldon</u>	<u>9-6-17</u>
Karen C. Sheldon, Interpreter	Partner (Signature)	Date

ISD 709 Representative Name and Title	Partner (Signature)	Date
---------------------------------------	---------------------	------

<u>Douglas A. Hyster, CFO</u>	<u>Douglas A. Hyster</u>	<u>01/16/18</u>
ISD 709 Representative Name and Title	Partner (Signature)	Date



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

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **January 8, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School - College St.** (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 a student's individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 8 hours (480 minutes) per day, 3 day per week, every other week, and up to 30 days.
2. The AGENCY shall perform these services at: **835 W. College St. Duluth, MN 55811.**
3. The approximate date the service will begin is, **January 8, 2018** and shall not extend beyond **June 1, 2018**; the contract not to exceed a total of **30 Days** ( 3 Days per Week, every other week) and a total cost up to **\$1080.00.** (\$36.00 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 15<sup>th</sup> of each month for the preceding month.

# ISD 709 **Duluth** 6 Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

\_\_\_\_\_  
Name of Agency

By \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas C. Harlan  
C.F.O. Executive Director of Business Services

Date January 10, 2018

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Jason Crane 1-9-18  
Director



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

### CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 8, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School - College St.** (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 **A B** 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 from 9-12am, 3 day per week, at a rate of \$36 per day.
  2. The AGENCY shall perform these services at: **835 W College St, Duluth, MN 55811.**
  3. The approximate date the service will begin is, **December 20, 2017** and shall not extend beyond **June 1, 2018**; the contract not to exceed a total of **55 Days** (3 Days per Week) and a total cost up to **\$1980.00** (\$36.00 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 15<sup>th</sup> of each month for the preceding month.**
-

# ISD 709 6 Duluth Public Schools

## Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
By  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date 1/19/19

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Jason Crane 1/18/18  
Director

**Facilities Management – Maintenance and Operations - General**

- In the past month the Facilities maintenance crews have completed 368 work orders, and are currently working on 582 open work orders.
- Facilities maintenance trade crews are currently scheduled at Stowe.
- Negotiations with the City of Duluth for the sale of a buffer zone and wetland area that we own in Hartley is in progress. This process will also include the needed zoning changes to allow us to market the balance of the property.

**Capital Construction**

- The Rockridge Academy and “The Hills” staff are enjoying the newly renovated facility. We do have some work ongoing, and will be completing site work once spring arrives. The project is within established budget parameters.

**Building Operations**

- Rockridge Academy opened up for students and staff earlier this month. It took great teamwork from our operations staff and trades personnel to accomplish this.
- District leadership has been collaborating with the Maintenance Union to review and update job descriptions. Currently, we have Fireperson II openings at Ordean East Middle School and Lincoln Park Middle School.
- Failure to obtain proper boilers license within a year of hire has resulted in a demotion in the Maintenance Custodian class. Currently, one Maintenance Custodian position is open at Congdon Elementary.
- Several operations staff are signed up for Certified Pool Operator training later in the spring. Facilities Management plans to host a large training and education seminar for Operations staff this summer. Plans for an agenda are already in the works.

**Health, Safety & Environmental Management**

- Unused chemicals were collected from Rockridge for recycling
- Follow up on a glycol spill at Denfeld resulted in discussions with WLSSD to ensure the amount of glycol that went into the sanitary system wasn't going to affect their process. The amount was small enough and diluted enough not to cause any concern.
- An employee received a shock from an electrical outlet at HOCHS. The wiring system was found to be of poor design and checks were put into place to ensure the outlet covers aren't loose or damaged to cause any more harm in the future.
- Gas smells were investigated at Lowell. The initial smell was due to work being done on the system by HVAC employees. Two days later a wing of the school was evacuated due to a gas smell. A regulator had failed and the vented gas was being sucked back into the ventilation system from outdoors. A gas valve was also found inoperable. No hazardous levels of gas were found within the building.

- An ergonomic review for an employee at Rockridge was conducted. The employee wanted a review of their desk setup after the move/different furniture.
- Attended the principal meetings to discuss options for fire evacuation during inclement weather. Students need to evacuate, but if the alarm can be isolated and there is no known hazard found students may be brought back inside the building in extreme weather conditions prior to the fire department release. Also, the concerns over increased workers' compensation claims were discussed and principals were asked to have discussions with their employees regarding safety.
- HOCHS sprinkler systems were worked on after a sprinkler head froze and broke. This included replacing a valve after it broke during the recharge of the system.
- Confined space labels were given to Rockridge to be placed on tunnel entrances.

### **Emergency Response**

- Eye wash installed at Rockridge

### **Workers' Compensation Activities**

- OSHA logs were completed and posted prior to February as required by law.
- A claims review was held with MMA ensure the costs are controlled. Claims overall have increased in the past year.
- Risk Administrative Services met with transportation to investigate slip and fall injuries on bus steps.
- A meeting was held with the assistant superintendent to continue discussion on the readability and possible updates to the emergency response plan.
- OSHA Recordables for the month: 0. First report of injuries: 14 (several slip and falls).

**RESOLUTION**  
Broadcasting Committee Meetings

WHEREAS, the School Board desires to broadcast regularly scheduled monthly committee meetings; and,

WHEREAS, the Board has received an estimate of the costs involved in doing so:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools School Board directs administration to begin these broadcasts in September, 2016, or as soon as reasonably possible, to be reviewed at the end of the 2016-17 school year.