

## Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, April 17, 2018

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

#### 1. Financial Report

A. <u>Financial Report</u>	<u>5</u>
B. <u>Approval of Payment of Claims</u> - Attached as an "extra"	
C. <u>Budget Revisions</u>	<u>15</u>
D. <u>Wire Transfers</u>	<u>17</u>
E. <u>Investment Transactions</u>	<u>18</u>
F. <u>APU Projections</u>	<u>19</u>
G. <u>Fundraisers</u>	<u>20</u>

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

A. Bids - None	
B. RFPs - None	
C. Quotes	
1) <u>Quote #4284 – District-wide Electrical Labor - High Voltage &amp; Low Voltage Services</u>	<u>21</u>

Quotes were solicited from five contractors for District-wide Electrical Labor - High Voltage & Low Voltage Services. It is recommended the Duluth School Board approve entering into a contract with Hunt Electric Corporation based on their low quote with an estimated value of \$39,457.50.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Hunt Electric Corporation for a total estimated value of \$39,457.50 for the period of July 1, 2018 through June 30, 2019. It is also recommended that the Duluth School Board approve the option to renew this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the Director of Business Services and the Facilities Manager. Quote tabulation is attached for your reference.

2) <u>Quote #4285 – District-wide Elevator Inspection and Service</u>	<u>28</u>
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Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Schindler Elevator Corporation for a total estimated

value of \$29,680.50 for the period of July 1, 2018 through June 30, 2019. It is also recommended that the Duluth School Board approve the option to renew this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the Director of Business Services and the Facilities Manager.

Quote tabulation is attached for your reference.

### 3. **Policies and Regulations**

#### A. Review Bylaw 212 - School Board Member Development and Travel/Expense Reimbursement 36

Attached bylaw 212 for review for possible update.

Recommendation: It is recommended that the Duluth School Board review Bylaw 212 for any updates or changes.

#### B. New Policy 108 - Data Request Policy 37

Attached is a data practices policy drafted by Administration for the first reading. This policy would replace current district Policy 1016 - Information Requests.

Recommendation: It is recommended that the Duluth School Board approve the new Policy 108 - first reading.

#### C. Delete Policy - 1016 - Information Requests 41

Attached is Policy 1016 - Information Requests. This policy would be replaced by new Policy 108.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 1016 - first reading.

#### D. New Bylaw 202 - School Board Officers 42

Attached is MSBA Model Policy 202 - School Board Officers. There are several district policies that will be incorporated into, and replaced by, this new bylaw: 8095, 9015, 9050, 9055, 9060.

Recommendation: It is recommended that the Duluth School Board approve new bylaw 202 - School Board Officers - first reading.

#### E. Delete Policy 8095 - Procedures During Meetings 45

In moving to MSBA model policies, administration is recommending the deletion of Policy 8095, which will be replaced by MSBA Model Policy 202.

**Note:** The deletion of Policy 8095 was Definitely Postponed from the March 2018 Board meeting for placement on the April 2018 agenda for first reading.

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

#### F. Delete Policy 9015 - Officers 46

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 9015. Relative sections will be incorporated into

MSBA Model Policy 202, which is also being introduced at the April Board meeting.

Recommendation: It is recommended that the Duluth School Board approve the incorporation of relevant sections of Policy 9015 into MSBA Model Policy 202, and the deletion of Policy 9015 - first reading.

G. Delete Policy 9050 - Duties of the Chairperson 47  
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 9050. Relative sections will be incorporated into MSBA Model Policy 202, which is also being introduced at the April Board meeting.

Recommendation: It is recommended that the Duluth School Board approve the incorporation of relevant sections of Policy 9050 into MSBA Model Policy 202, and the deletion of Policy 9050 - first reading.

H. Delete Policy 9055 - Duties of the Clerk 48  
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 9055. Relative sections will be incorporated into new MSBA Model Policy 202, which is also being introduced at the April Board meeting.

Recommendation: It is recommended that the Duluth School Board approve the incorporation of relevant sections of Policy 9055 into MSBA Model Policy 202, and the deletion of Policy 9055 - first reading.

I. Delete Policy 9060 - Duties of the Treasurer 50  
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 9060. Relative sections will be incorporated into new MSBA Model Policy 202, which is also being introduced at the April Board meeting.

Recommendation: It is recommended that the Duluth School Board approve the incorporation of relevant sections of Policy 9060 into MSBA Model Policy 202, and the deletion of Policy 9060 - first reading.

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

A. Contracts

B. Change Orders

1) **PLACEHOLDER - Other Change Orders**

C. Leases

1) **PLACEHOLDER - The Hills**

#### 5. **Resolutions**

A. B-4-18-3537 - Acceptance of Donations 51

Recommendation: It is recommended that the Duluth School Board approve Resolution B-4-18-3537.

B. B-4-18-3538 - Lowell School Forest Designation Amendment 53  
 The original resolution was passed by the Duluth School Board in June

2017 to establish the Lowell School Forest Designation. The DNR has reviewed that resolution and has suggested a few changes to better define the location of the school forest. Facilities has reviewed and approved these suggested changes.

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

C. **PLACEHOLDER - Sale of Property**

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

A. <u>Expenditure Contracts</u>	<u>59</u>
Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of March 2018.	
B. <u>Revenue Contracts</u>	<u>95</u>
Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of March 2018.	
C. <u>No Cost or Other Contracts</u>	<u>100</u>
Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of March 2018.	
D. <u>Change Orders Signed - None</u>	
E. <u>Facilities Management &amp; Capital Project Status Report</u>	<u>106</u>
F. <u>Levy Referendum Update</u>	
G. <u>Legislative Platform Update - "New" means not listed on last month's report</u>	<u>108</u>
H. <u>Property Sale Updates</u>	
I. <u>PEIP Insurance Premium Update</u>	<u>117</u>

**7. Future Items**

- A. Policy Updates
- B. Ten-Year Capital Facilities Plan - 2018 (May 2018)
- C. Re-certification of Superintendent as IOwA (May 2018)
- D. Potential Bond Refunding Discussion (May 2018)
- E. MSBA Model Policy 103 - Complaints-Students, Employees, Other Persons (May 2018)
- F. District Policy 1090 - Complaints Concerning School Personnel (May 2018)
- G. FY19 Budget Approval (June 2018)
- H. Renewal of Membership in MSHSL (July 2018)
- I. Property/Liability/Auto Insurance Renewal (July 2018)

**Duluth Public Schools - ISD 709  
Cash Flow Report  
Month Ending 02/28/18**

		General	Food		Community	Operating		Debt	Trust &		Student	
		Fund	Service	Transportation	Education	Capital	Construction	Service	Agency	Dental	Activities	
	Total	1	2	3	4	5	6	7	8 & 9	20	71 & 79	
Cash and investments	1/31/2018	\$ 142,105,079	\$ 12,686,062	\$ 943,003	\$ (3,208,231)	\$ 2,085,559	\$ (2,594,185)	\$ 2,740,276	\$ 126,171,517	\$ 1,761,737	\$ 390,596	\$ 1,128,745
Receivables (increase)/decrease -		42,106	45,238	(6,513)	3,708	(563)	-	-	0	-	235	-
Payables increase/(decrease) -		111,680	(95,945)	30,351	66,224	95,528	15,521	-	-	-	-	-
Revenues increase/(decrease) -		14,442,801	8,964,953	143,763	496,878	692,270	3,529,152	3,762	4	1,680	74,786	535,553
Expenditures (increase)/decrease -		(16,440,411)	(10,345,639)	(396,193)	(565,665)	(587,170)	(3,172,997)	(861,986)	(84)	-	(85,423)	(425,251)
Cash and investments	2/28/2018	\$ 140,261,256	\$ 11,254,669	\$ 714,411	\$ (3,207,086)	\$ 2,285,624	\$ (2,222,508)	\$ 1,882,051	\$ 126,171,436	\$ 1,763,418	\$ 380,193	\$ 1,239,048

	FY18 Actual	General Fund Feb-18		Percent of year	66.67%
		FY 18 Budget		Revised	Percent
		Adopted	Revised	Budget Balance	Budget Remaining
<b>Revenues</b>					
Levy	\$ 11,837,362	\$ 12,754,843	\$ 12,754,843	\$ 917,481	7%
State aids	41,634,957	69,900,467	67,020,812	25,385,855	38%
Special ED (fin 740)	8,611,408	12,020,785	12,120,785	3,509,377	29%
Federal	2,972,565	5,809,751	5,936,363	2,963,798	50%
Other	612,215	600,000	900,000	287,785	32%
Other Local	1,248,243	2,093,054	3,638,132	2,389,889	66%
Student Activities	789,458	1,588,815	1,588,815	799,357	50%
<b>Total Revenue</b>	<b>\$ 67,706,208</b>	<b>\$ 104,767,715</b>	<b>\$ 103,959,750</b>	<b>\$ 36,253,542</b>	<b>35%</b>
<b>Expenditures</b>					
010-050 Administration	\$ 2,905,380	\$ 4,851,576	\$ 4,935,019	\$ 2,029,639	41%
105-110 District Support Services	3,668,376	4,125,095	5,284,775	1,616,399	31%
200-298 Elem & Secondary Reg	20,879,044	39,409,259	39,462,537	18,583,493	47%
300-380 Vocational Education	802,663	1,776,536	1,776,536	973,873	55%
400-422 Special Education	12,688,118	20,987,741	21,080,671	8,392,553	40%
505-590 Community Education					
605-640 Instructional Support	2,000,175	3,841,446	4,258,944	2,258,769	53%
710-770 Pupil Support	5,128,765	8,379,892	8,408,276	3,279,511	39%
805-865 Sites and Buildings	10,271,270	16,088,573	14,164,547	3,893,277	27%
910-940 Fiscal & Other Fixed	1,844,082	3,980,000	3,921,272	2,077,190	53%
Student Activities	574,499	1,588,815	1,588,815	1,014,316	64%
<b>Total Expenditures</b>	<b>\$ 60,762,372</b>	<b>\$ 105,028,933</b>	<b>\$ 104,881,392</b>	<b>\$ 44,119,020</b>	<b>42%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 6,943,836</b>	<b>\$ (261,218)</b>	<b>\$ (921,642)</b>	<b>\$ (7,865,478)</b>	

		Percent of year			66.67%	
		General Fund Unrestricted				
		Feb-18				
		FY 18 Budget		Revised	Percent	
		FY18	FY18	FY18	Budget	Budget
		Actual	Adopted	Revised	Balance	Remaining
<b>Revenues</b>						
Levy	\$	9,460,395	\$ 10,193,456	\$ 10,193,456	\$ 733,061	7%
State aids		40,738,623	59,462,120	57,006,079	16,267,456	29%
Special ED (fin 740)		8,611,408	12,020,785	12,120,785	3,509,377	29%
Federal		-	-	-	-	
Other		612,215	600,000	900,000	287,785	32%
Other Local		842,030	2,093,054	3,039,407	2,197,377	72%
Student Activities		789,458	1,588,815	1,588,815	799,357	50%
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Total Revenue	\$	61,054,129	\$ 85,958,230	\$ 84,848,542	\$ 23,794,413	28%
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<b>Expenditures</b>						
010-050 Administration	\$	2,905,380	\$ 4,851,576	\$ 4,935,019	\$ 2,029,639	41%
105-110 District Support Services		2,780,310	3,930,095	5,138,515	2,358,205	46%
200-298 Elem & Secondary Reg		15,545,435	27,943,028	28,101,380	12,555,945	45%
300-380 Vocational Education		759,110	1,644,985	1,644,985	885,875	54%
400-422 Special Education		11,049,068	18,374,892	18,420,492	7,371,424	40%
505-590 Community Education						
605-640 Instructional Support		727,579	1,495,058	1,466,932	739,353	50%
710-770 Pupil Support		5,030,739	8,379,892	8,369,892	3,339,153	40%
805-865 Sites and Buildings		8,608,720	14,031,107	12,107,081	3,498,361	29%
910-940 Fiscal & Other Fixed		1,844,082	3,980,000	3,921,272	2,077,190	53%
Student Activities		574,499	1,588,815	1,588,815	1,014,316	64%
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Total Expenditures	\$	49,824,922	\$ 86,219,448	\$ 85,694,383	\$ 35,869,461	42%
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Excess Rev Over (Under)	\$	11,229,207	\$ (261,218)	\$ (845,841)	\$ (12,075,048)	

Percent of year **66.67%**

**General Fund Restricted  
Feb-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<b>Revenues</b>					
Levy	\$ 2,376,967	\$ 2,561,387	\$ 2,561,387	\$ 184,420	7%
State aids	896,334	10,438,347	10,014,733	9,118,399	91%
Special ED (fin 740)	-	-	-	-	
Federal	2,972,565	5,809,751	5,936,363	2,963,798	50%
Other	-	-	-	-	
Other Local	406,213	-	598,725	192,512	32%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 6,652,079</b>	<b>\$ 18,809,485</b>	<b>\$ 19,111,208</b>	<b>\$ 12,459,129</b>	<b>65%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	888,066	195,000	146,260	(741,806)	-507%
200-298 Elem & Secondary Reg	5,333,609	11,466,231	11,361,157	6,027,548	53%
300-380 Vocational Education	43,553	131,551	131,551	87,998	67%
400-422 Special Education	1,639,050	2,612,849	2,660,179	1,021,129	38%
505-590 Community Education					
605-640 Instructional Support	1,272,596	2,346,388	2,792,012	1,519,416	54%
710-770 Pupil Support	98,026	-	38,384	(59,642)	
805-865 Sites and Buildings	1,662,550	2,057,466	2,057,466	394,916	19%
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 10,937,450</b>	<b>\$ 18,809,485</b>	<b>\$ 19,187,009</b>	<b>\$ 8,249,559</b>	<b>43%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (4,285,371)</b>	<b>\$ -</b>	<b>\$ (75,801)</b>	<b>\$ 4,209,570</b>	

		Percent of year			66.67%	
		Food Service Fund				
		Feb-18				
		FY 18 Budget		Revised	Percent	
		FY18	FY18	Budget	Budget	
		Actual	Adopted	Balance	Remaining	
<b>Revenues</b>						
Levy	\$	-	\$ -	\$ -		
State aids		109,140	190,000	190,000	43%	
Special ED (fin 740)		-	-	-		
Federal		1,072,435	2,371,000	2,385,400	55%	
Other		765,792	6,000	1,205,000	36%	
Other Local		5,734		6,000		
Student Activities		-	-	-		
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Total Revenue	\$	1,953,101	\$ 2,567,000	\$ 3,786,400	\$ 1,833,299	48%
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<b>Expenditures</b>						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		2,202,961	4,156,362	4,178,604	1,975,643	47%
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities		-	-	-	-	
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Total Expenditures	\$	2,202,961	\$ 4,156,362	\$ 4,178,604	\$ 1,975,643	47%
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Excess Rev Over (Under)	\$	(249,860)	\$ (1,589,362)	\$ (392,204)	\$ (142,344)	

		Percent of year			66.67%
		Community Service Fund			
		Feb-18			
		FY 18 Budget		Revised	Percent
		FY18	FY18	Budget	Budget
		Actual	Adopted	Balance	Remaining
<b>Revenues</b>					
Levy	\$ 993,625	\$ 953,547	\$ 953,547	\$ (40,078)	-4%
State aids	1,624,782	2,414,390	2,426,822	802,040	33%
Special ED (fin 740)	-	-	-	-	
Federal	1,145,777	1,951,071	1,999,799	854,022	43%
Other	-	-	-	-	
Other Local	1,362,418	1,770,000	1,780,000	417,582	23%
Student Activities	-	-	-	-	
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Total Revenue	\$ 5,126,602	\$ 7,089,008	\$ 7,160,168	\$ 2,033,566	-152%
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<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	4,111,327	7,330,892	7,402,052	3,290,725	44%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed					
Student Activities					
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Total Expenditures	\$ 4,111,327	\$ 7,330,892	\$ 7,402,052	\$ 3,290,725	44%
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Excess Rev Over (Under)	\$ 1,015,275	\$ (241,884)	\$ (241,884)	\$ (1,257,159)	

Percent of year **66.67%**

**Capital Projects Fund  
Feb-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	3,638,395	3,600,000	3,600,000	(38,395)	-1%
Other Local	7,411	-	-	(7,411)	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 3,645,806</b>	<b>\$ 3,600,000</b>	<b>\$ 3,600,000</b>	<b>\$ (45,806)</b>	<b>-1%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	1,725,546	3,600,000	3,600,000	1,874,454	52%
910-940 Fiscal & Other Fixed Student Activities	38,395	-	-	(38,395)	
<b>Total Expenditures</b>	<b>\$ 1,763,941</b>	<b>\$ 3,600,000</b>	<b>\$ 3,600,000</b>	<b>\$ 1,836,059</b>	<b>51%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 1,881,865</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,881,865)</b>	

Percent of year **66.67%**

**Debt Service Fund  
Feb-18**

	FY18 Actual	FY 18 Budget FY18 Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>					
Levy	\$ 17,931,390	\$ 18,559,220	\$ 18,559,220	\$ 627,830	3%
State aids	1,487,679	2,242,317	2,242,317	754,638	34%
Special ED (fin 740)	-	-	-	-	
Federal	442,106	885,162	885,162	443,056	50%
Other	7,195	-	-	(7,195)	
Other Local	1,154,333	1,000,000	1,000,000	(154,333)	-15%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 21,022,703</b>	<b>\$ 22,686,699</b>	<b>\$ 22,686,699</b>	<b>\$ 1,663,996</b>	<b>7%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	23,855,648	30,808,971	30,808,971	6,953,323	23%
<b>Total Expenditures</b>	<b>\$ 23,855,648</b>	<b>\$ 30,808,971</b>	<b>\$ 30,808,971</b>	<b>\$ 6,953,323</b>	<b>23%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (2,832,945)</b>	<b>\$ (8,122,272)</b>	<b>\$ (8,122,272)</b>	<b>\$ (5,289,327)</b>	

		Trust Fund Feb-18			Percent of year	66.67%
		FY18 Actual	FY 18 Budget FY18 Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>						
Levy		\$ -	\$ -	\$ -	\$ -	
State aids		-	-	-	-	
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		10,314	212,650	212,650	202,336	95%
Student Activities		-	-	-	-	
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Total Revenue		\$ 10,314	\$ 212,650	\$ 212,650	\$ 202,336	95%
<b>Expenditures</b>						
010-050	Administration	\$ -	\$ -	\$ -	\$ -	
105-110	District Support Services	-	-	-	-	
200-298	Elem & Secondary Reg	-	-	-	-	
300-380	Vocational Education	-	-	-	-	
400-422	Special Education	-	-	-	-	
505-590	Community Education	-	-	-	-	
605-640	Instructional Support	-	-	-	-	
710-770	Pupil Support	250,000	250,000	250,000	-	0%
805-865	Sites and Buildings	-	-	-	-	
910-940	Fiscal & Other Fixed	-	-	-	-	
	Student Activities	-	-	-	-	
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Total Expenditures		\$ 250,000	\$ 250,000	\$ 250,000	\$ -	0%
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Excess Rev Over (Under)		\$ (239,686)	\$ (37,350)	\$ (37,350)	\$ 202,336	

Percent of year **66.67%**

**Internal Service Fund  
Feb-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	646,190	815,000	815,000	168,810	21%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 646,190</b>	<b>\$ 815,000</b>	<b>\$ 815,000</b>	<b>\$ 168,810</b>	<b>21%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	428,574	778,000	778,000	349,426	45%
<b>Total Expenditures</b>	<b>\$ 428,574</b>	<b>\$ 778,000</b>	<b>\$ 778,000</b>	<b>\$ 349,426</b>	<b>45%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 217,616</b>	<b>\$ 37,000</b>	<b>\$ 37,000</b>	<b>\$ (180,616)</b>	





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 02/28/2018**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
02/09/2018	V109781	AFSCME MN COUNCIL 5 EFT	4,528.08
02/09/2018	V106466	CITISTREET FOR MSRS	27,024.84
02/09/2018	V79764	DULUTH FEDERATION OF TEA	34,230.33
02/09/2018	V106637	EBC - FLEX EFT	11,398.23
02/09/2018	V106636	EBC - TSA EFT	62,463.51
02/09/2018	V79771	EDUCATION MN CLERICAL EFT	1,274.13
02/09/2018	V102915	FEDERAL 941 PR TAXES	578,641.03
02/09/2018	V107231	HARBOR POINTE CREDIT UNION	6,999.00
02/09/2018	V108066	MG TRUST	129,419.75
02/09/2018	V05173	MN CHILD SUPPORT EFT	1,363.23
02/09/2018	V108320	MN DEPT OF REVENUE EFT	195.64
02/09/2018	V102916	MN STATE PR TAXES	92,588.22
02/09/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	85,163.50
02/09/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	263,272.54
02/09/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,499,040.52
02/23/2018	V106466	CITISTREET FOR MSRS	104,055.37
02/23/2018	V79764	DULUTH FEDERATION OF TEA	34,264.87
02/23/2018	V106637	EBC - FLEX EFT	11,398.23
02/23/2018	V106636	EBC - TSA EFT	62,474.64
02/23/2018	V79771	EDUCATION MN CLERICAL EFT	1,243.54
02/23/2018	V102915	FEDERAL 941 PR TAXES	576,075.31
02/23/2018	V107231	HARBOR POINTE CREDIT UNION	6,999.00
02/23/2018	V108066	MG TRUST	130,614.55
02/23/2018	V05173	MN CHILD SUPPORT EFT	1,363.23
02/23/2018	V108320	MN DEPT OF REVENUE EFT	222.60
02/23/2018	V102916	MN STATE PR TAXES	100,294.36
02/23/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	99,148.14
02/23/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	266,044.40
02/23/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,679,698.90
02/27/2018	V106737	ASSOCIATED BANK (EFT)	2,635,542.51
02/27/2018	V06645	MEDICA HEALTH PLAN (EFT)	181,333.27
02/27/2018	V106638	PEIP - HLTH EFT	1,290,462.66
02/27/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	85,423.52
02/27/2018	V104923	HARRIS BANK	25,081.13
02/27/2018	V05246	MN UI FUND EFT	9,053.08
			10,098,395.86

**ISD 709 - Duluth Public Schools**  
**GF Investment Activity for FY 2018**  
**As of February 28, 2018**

**Beginning Investment Balance (January 31, 2018)** \$ **221,698.23**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>
-------------	---------------	---------------	----------------	------------------------

**Total Purchases** \$ -

**Deduct Maturities/Calls/Sales:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>
-------------	---------------	---------------	----------------	------------------------

**Total Maturities** \$ -

**Other items:**

Add:	Money Market Funds Interest (Jan)	\$	63.10
	Beginning Value Adjustment		
	Other Interest/Cash Balance on Account (Reverse)		

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

**Total Other** \$ **63.10**

**Ending Investment Balance (February 28, 2018)** \$ **221,761.33**

**Note:** Ending Investment Balance as of February 28, 2017 was \$320,165.19

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

Grade Levels	Apr Enrollment	Progression to PU	Projected PU	PUW	Projected APU	MFR EOY APU
						1617
KG	611	0.9996578311	610.79	1.00	610.79	546.04
HK	78	1.0300621594	80.34	1.00	80.34	59.83
Gr 1-3	1853	0.9964712761	1846.46	1.00	1846.46	1921.71
Gr 4-6	1818.5	0.9852400204	1791.66	1.00	1791.66	1720.39
Gr 7-8	1210.65	0.9635427870	1166.51	1.20	1399.82	1342.01
Gr 9-12	2687.72	0.9584185961	2575.96	1.20	3091.15	3091.88
<b>Sub-Total</b>	8258.87		8071.73		<b>8820.22</b>	<b>8681.86</b>
<b>Other APU Generators</b>						
	Apr Enrollment	Progression to PU	Projected PU	PUW	Projected APU	
<b>Early Childhood</b>	273	0.365605284	99.81	1.000	99.81	95.08
Early Childhood Details	Final Count	Apr 1 Count	Final PU			
13-14	368.00	223	83.09			
14-15	371.00	237	93.34			
15-16	367.00	252	86.97			
16-17	384.00	252	95.08			
17-18*		273	99.81			
<b>Resident Tuition**</b>						
Resident Tuition Details		Total APU			32.73	
13-14		36.47				
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>8920.03</b>	<b>8776.94</b>
<b>Budgeted APU</b>					8811.40	
<b>Net</b>					108.63	

\* 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

### Fundraisers for March 2018

<b>School</b>	<b>Organization</b>	<b>Description</b>
ALC	School-wide	Pennies for Patients
Denfeld	Girls Softball	Selling Cookie Dough
Denfeld	Baseball	Discount cards
Denfeld	Track Team	Stainless steel tumblers
Denfeld	Autism Program Setting 3	Selling popcorn
Lakewood	School-wide	Yearbook
Lester Park	School-wide	Collect money and food for CHUM
Lester Park ECFE	Lester Park ECFE	Family Dance and Raffle
Ordean-East	Science Club	Younkers coupon books
Ordean-East	Science class	Pennies for Patients
Piedmont ECFE	ECFE program	Silent Auction

# Memorandum

**To:** Doug Hasler, CFO/Executive Director of Business Services  
School Board Members

**From:** Dave Spooner   
Manager of Facilities

**Date:** March 19, 2018

**Re:** Annual Quote for District-Wide Contract Services

The following quote was solicited according to statute and School Board Policy for services to be performed from July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

**Quote #4284 – District-wide Electrical Labor - High Voltage & Low Voltage Services**

Quotes were solicited from five contractors for District-wide Electrical Labor - High Voltage & Low Voltage Services. It is recommended the Duluth School Board approve entering into a contract with Hunt Electric Corporation based on their low quote with an estimated value of \$39,457.50.

**Recommendation**

I recommend the Duluth School Board approve entering into a contract with Hunt Electric Corporation for a total estimated value of \$39,457.50 for the period of July 1, 2018 through June 30, 2019. It is also recommended that the Duluth School Board approve the option to renew this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the Director of Business Services and the Facilities Manager. Quote tabulation is attached for your reference. If you concur, please sign all copies of the attached agreement.

Attachment

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 17<sup>th</sup> day of April 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Hunt Electric Corporation, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2018, and shall remain in effect until June 30, 2019 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.** Perform all work as specified in Quote #4284, District-wide Electrical Labor – High Voltage and Low Voltage for the period of July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods. This hourly rate contract award amount is approximately \$39,457.00 based on 550 estimated annual hours. Total Contract award amount to be determined through execution of this contract based upon hourly rates and material as defined in the contractor's quote.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's response;
  3. Contractors Insurance Policy;
  4. Asbestos Containing Materials Acknowledgment Form; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual amount of approximately \$39,457.00 based on hourly rates and material as defined in contractor's quote. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
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, or to seek other damages.

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

8. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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 David J. Spooner, 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 care of Hunt Electric Corporation, 4300 West 1<sup>st</sup> Street, Suite B, 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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the

Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

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

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

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

18. **Insurance.** 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:

19. **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.

20. **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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

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

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

District Employee  
Doug Hasler

Position  
CFO/Executive Director of Business Services

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

District Employee  
David Spooner

Position  
Manager of Facilities

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

HUNT ELECTRIC CORPORATION

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

# COMPARISON

## Electrical Labor - High Voltage & Low Voltage

July 1, 2018 through June 30, 2019

<b>REGULAR HOURLY RATE</b>	change from FY18	<b>FY19 Quote #4284</b>	FY18 Quote #4200-1 3rd year	FY17 Quote #4200-1 2nd year	FY16 Quote \$4200-1	FY15 Quote #4107 3rd year	FY14 Quote #4107 2nd year
Journeyman	11.0%	<b>\$91.34</b>	\$82.32	\$81.50	\$81.50	\$590.12	\$579.69
Apprentice level 6 (85%)	23.4%	<b>\$69.81</b>	\$56.56	\$56.00	\$56.00	\$507.30	\$498.33
Apprentice level 5 (75%)	22.0%	<b>\$61.60</b>	\$50.50	\$50.00	\$50.00	\$443.11	\$435.28
Apprentice level 4 (65%)	23.0%	<b>\$53.40</b>	\$43.43	\$43.00	\$43.00	\$384.10	\$377.31
Apprentice level 3 (55%)	24.2%	<b>\$45.17</b>	\$36.36	\$36.00	\$36.00	\$325.09	\$319.34
Apprentice level 2 (50%)	23.0%	<b>\$41.00</b>	\$33.33	\$33.00	\$33.00	\$295.06	\$289.85
Apprentice level 1 (45%)	22.1%	<b>\$37.00</b>	\$30.30	\$30.00	\$30.00	\$266.07	\$261.37
Low Voltage Technician	16.0%	<b>\$82.00</b>	\$70.70	\$70.00	\$70.00	\$455.53	\$447.48
Low Voltage Installer	0.7%	<b>\$52.90</b>	\$52.52	\$52.00	\$52.00	\$333.37	\$327.47

### OVERTIME HOURLY RATE

Journeyman	-0.2%	<b>\$123.00</b>	\$123.22	\$122.00	\$122.00	\$110.61	\$108.66
Apprentice level 6 (85%)	22.3%	<b>\$103.78</b>	\$84.84	\$84.00	\$84.00	\$94.05	\$92.38
Apprentice level 5 (75%)	20.9%	<b>\$91.61</b>	\$75.75	\$75.00	\$75.00	\$82.99	\$81.52
Apprentice level 4 (65%)	22.9%	<b>\$79.43</b>	\$64.64	\$64.00	\$64.00	\$71.92	\$70.65
Apprentice level 3 (55%)	23.3%	<b>\$67.26</b>	\$54.54	\$54.00	\$54.00	\$61.08	\$60.00
Apprentice level 2 (50%)	-5.9%	<b>\$47.50</b>	\$50.50	\$50.00	\$50.00	\$55.91	\$54.92
Apprentice level 1 (45%)	-5.9%	<b>\$42.78</b>	\$45.45	\$45.00	\$45.00	\$49.69	\$48.82
Low Voltage Technician	7.2%	<b>\$114.22</b>	\$106.50	\$105.00	\$105.00	\$85.41	\$83.90
Low Voltage Installer	-4.3%	<b>\$75.39</b>	\$78.78	\$78.00	\$78.00	\$62.50	\$61.40

(550 hours)

(550 hours)

(550 hours)

(550 hours)

(40 days)

(40 days)

<b>Total Annual Amount of Quote</b>	12.6%	<b>\$39,457.50</b>	\$35,047.00	\$34,700.00	\$34,700.00	\$23,604.80	\$23,187.60
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hourly rates


daily rates

daily rates



# Memorandum

**To:** Doug Hasler, CFO/Executive Director of Business Services  
School Board Members

**From:** Dave Spooner   
Manager of Facilities

**Date:** March 19, 2018

**Re:** Annual Quote for District-Wide Contract Services

The following quote was solicited according to statute and School Board Policy for services to be performed from July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

## Quote #4285 – District-wide Elevator Inspection and Service

Quotes were solicited from four contractors for District-wide Elevator Inspection and Service. It is recommended the Duluth School Board approved entering into a contract with Schindler Elevator Corporation based on their low quote with an estimated value of \$29,680.50

## Recommendation

I recommend the Duluth School Board approve entering into a contract with Schindler Elevator Corporation for a total estimated value of \$29,680.50 for the period of July 1, 2018 through June 30, 2019. It is also recommended that the Duluth School Board approve the option to renew this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the Director of Business Services and the Facilities Manager. Quote tabulation is attached for your reference. If you concur, please sign all copies of the attached agreement.

Attachment

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 17<sup>th</sup> day of April 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Schindler Elevator Corporation, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2018, and shall remain in effect until June 30, 2019 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.** Perform all work as specified in Quote #4285, District-wide Elevator Inspection and Service for the period of July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods. This contract award includes the inspection amount of \$7,308.00 and an hourly service rate based on 220 estimated annual hours and is approximately \$29,372.50. Total Contract award amount to be determined through execution of this contract based upon inspection amount, hourly rates and material as defined in the contractor's quote.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's response;
  3. Contractors Insurance Policy;
  4. Asbestos Containing Materials Acknowledgment Form; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual amount of approximately \$29,372.50 based on inspection amount, hourly rates and material as defined in contractor's quote. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
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, or to seek other damages.

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

8. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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 David J. Spooner, 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 care of Schindler Elevator Corporation, 895 Blue Gentian Road, Suite 12, Eagan, MN 55121.

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 without regard to conflict of laws considerations.

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

legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

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

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

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

18. **Insurance.** 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:

19. **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.

20. **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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

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

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

District Employee  
Doug Hasler

Position  
CFO/Executive Director of Business Services

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

District Employee  
David Spooner

Position  
Manager of Facilities

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

SCHINDLER ELEVATOR CORPORATION

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

# COMPARISON ELEVATOR SERVICE

July 1, 2018 through June 30, 2019

33

	change from FY18	FY19 Quote #4285	FY18 Quote 4201-1 3rd Year	FY17 Quote 4201-1 2nd Year	FY16 Quote 4201-1	FY15 Quote #4108 third Year	FY14 Quote #4108 second Year
<b>Service Cost Per Building</b>							
<i>Central HS (closed)</i>						<i>not in use</i>	\$451.55
1 Congdon Park ES	-1.0%	<b>\$450.00</b>	\$454.50	\$450.00	\$450.00	\$490.74	\$482.06
2 Congdon Park ES Lift	-1.0%	<b>\$396.00</b>	\$399.96	\$396.00	\$396.00	\$234.00	<i>new lift</i>
3 Denfeld HS	-1.0%	<b>\$450.00</b>	\$454.50	\$450.00	\$450.00	\$490.74	\$482.06
4 Denfeld HS	-1.0%	<b>\$444.00</b>	\$448.44	\$444.00	\$444.00	\$459.68	\$451.55
5 East HS	-1.0%	<b>\$486.00</b>	\$490.86	\$486.00	\$486.00	\$459.68	\$451.55
6 HOCHS	-1.0%	<b>\$450.00</b>	\$454.50	\$450.00	\$450.00	\$490.74	\$482.06
7 Homecroft ES	-1.0%	<b>\$450.00</b>	\$454.50	\$450.00	\$450.00	\$472.10	\$463.75
8 Laura MacArthur ES	-1.0%	<b>\$486.00</b>	\$490.86	\$486.00	\$486.00	\$453.46	\$445.45
9 Laura MacArthur ES	8.4%	<b>\$486.00</b>	\$448.44	<i>new elevator</i>			
10 Lester Park ES	-1.0%	<b>\$486.00</b>	\$490.86	\$486.00	\$486.00	\$453.46	\$445.45
11 Lincoln Park MS	-1.0%	<b>\$486.00</b>	\$490.86	\$486.00	\$486.00	\$459.68	\$451.55
<i>Morgan Park MS (sold)</i>				<i>bldg sold</i>	\$450.00	\$534.22	\$524.77
12 Myers Wilkins ES	-1.0%	<b>\$444.00</b>	\$448.44	\$444.00	\$444.00	\$344.76	
<i>Nettleton ES (closed)</i>			<i>not in use</i>	\$450.00	\$450.00	\$465.89	\$457.65
<i>Nettleton ES (closed)</i>				<i>not in use</i>	\$450.00	\$490.74	\$482.06
13 Ordean East MS - South	-1.0%	<b>\$450.00</b>	\$454.50	\$450.00	\$450.00	\$465.89	\$457.65
14 Ordean East MS - North	-1.0%	<b>\$450.00</b>	\$454.50	\$450.00	\$450.00	\$472.10	\$463.75
15 Piedmont ES	-1.0%	<b>\$444.00</b>	\$448.44	\$444.00	\$444.00	\$453.46	\$445.45
16 S.T.C. Main Campus	-1.0%	<b>\$450.00</b>	\$454.50	\$450.00	\$450.00	\$459.68	\$451.55
<i>Woodland MS (sold)</i>						<i>bldg sold</i>	\$445.45
<b>Total Amount of Inspections</b>	-0.4%	<b>\$7,308.00</b>	\$7,338.66	\$7,272.00	\$8,172.00	\$8,151.02	\$8,335.36

## REGULAR Hourly Rates

Mechanical in Charge (50 hrs)	-1.0%	<b>\$146.25</b>	\$147.71	\$146.25	\$146.25	\$136.66	\$134.24
Mechanical (50 hrs)	6.6%	<b>\$140.00</b>	\$131.30	\$130.00	\$130.00		
Apprentice 4th Year (20 hrs)	-1.0%	<b>\$104.00</b>	\$105.04	\$104.00	\$104.00		
Apprentice 3rd Year (20 hrs)	-1.0%	<b>\$91.00</b>	\$91.91	\$91.00	\$91.00		
Apprentice 2nd Year (20 hrs)	-1.0%	<b>\$78.00</b>	\$78.78	\$78.00	\$78.00		
Apprentice 1st Year (20 hrs)	-1.0%	<b>\$65.00</b>	\$65.65	\$65.00	\$65.00		
Probation Apprentice (20 hrs)	-1.0%	<b>\$65.00</b>	\$65.65	\$65.00	\$65.00		
<b>Total Amount of Labor</b>	1.3%	<b>\$22,372.50</b>	\$22,091.10	\$21,872.50	\$21,872.50		

## Total Amount of Quote

	0.9%	<b>\$29,680.50</b>	\$29,429.76	\$29,144.50	\$30,044.50		
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## OVERTIME Hourly Rates

Mechanical in Charge	-1.0%	<b>\$248.63</b>	\$251.12	\$248.63	\$248.63	\$231.91	\$227.81
Mechanical	6.6%	<b>\$238.00</b>	\$223.21	\$221.00	\$221.00		
Apprentice 4th Year	-1.0%	<b>\$176.80</b>	\$178.57	\$176.80	\$176.80		
Apprentice 3rd Year	-1.0%	<b>\$154.70</b>	\$156.25	\$154.70	\$154.70		
Apprentice 2nd Year	-1.0%	<b>\$132.60</b>	\$133.93	\$132.60	\$132.60		
Apprentice 1st Year	-1.0%	<b>\$110.50</b>	\$111.61	\$110.50	\$110.50		
Probation Apprentice	-1.0%	<b>\$110.50</b>	\$111.61	\$110.50	\$110.50		

## HOLIDAY Hourly Rates

Mechanical in Charge	-1.0%	<b>\$292.50</b>	\$295.43	\$292.50	\$292.50	\$273.32	\$268.49
Mechanical	6.6%	<b>\$280.00</b>	\$262.60	\$260.00	\$260.00		
Apprentice 4th Year	-1.0%	<b>\$208.00</b>	\$210.08	\$208.00	\$208.00		
Apprentice 3rd Year	-1.0%	<b>\$182.00</b>	\$183.82	\$182.00	\$182.00		
Apprentice 2nd Year	-1.0%	<b>\$156.00</b>	\$157.56	\$156.00	\$156.00		
Apprentice 1st Year	-1.0%	<b>\$130.00</b>	\$131.30	\$130.00	\$130.00		
Probation Apprentice	-1.0%	<b>\$130.00</b>	\$131.30	\$130.00	\$130.00		

**QUOTE TABULATION**  
**ANNUAL ELEVATOR SERVICE**  
for the period of July 1, 2018 through June 30, 2019  
**QUOTE #4285**  
Wednesday, February 14, 2018, 2:15 p.m.

	Minnesota Elevator	Otis Elevator	Schindler Elevator	Thyssenkrupp Elevator		
1	Congdon Park ES		\$450.00			
2	Congdon Park ES - Lift		\$396.00			
3	Denfeld HS		\$450.00			
4	Denfeld HS		\$444.00			
5	East HS		\$486.00			
6	HOCHS		\$450.00			
7	Homecroft ES		\$450.00			
8	Laura MacArthur ES		\$486.00			
9	Laura MacArthur ES		\$486.00			
10	Lester Park ES		\$486.00			
11	Lincoln Park MS		\$486.00			
12	Meyers Wilkins ES		\$444.00			
13	Ordean East MS - South		\$450.00			
14	Ordean East MS - North		\$450.00			
15	Piedmont ES		\$444.00			
16	STC Main Campus (closed)		\$450.00			
<b>1A Total Amount of Inspections</b>			<b>\$7,308.00</b>			
<b>1B Total Amount of Labor</b>			<b>\$22,372.50</b>			
<b>TOTAL ANNUAL AMOUNT OF QUOTE</b>			<b>\$29,680.50</b>			

**QUOTE TABULATION**  
**ANNUAL ELEVATOR SERVICE**  
for the period of July 1, 2018 through June 30, 2019  
QUOTE #4285  
Wednesday, February 14, 2018, 2:15 p.m.

**INSPECTION SERVICES****Schindler Elevator**

1	Congdon Park ES	<b>\$450.00</b>	
2	Congdon Park ES - Lift	<b>\$396.00</b>	
3	Denfeld HS	<b>\$450.00</b>	
4	Denfeld HS	<b>\$444.00</b>	
5	East HS	<b>\$486.00</b>	
6	HOCHS	<b>\$450.00</b>	
7	Homecroft ES	<b>\$450.00</b>	
8	Laura MacArthur ES	<b>\$486.00</b>	
9	Laura MacArthur ES	<b>\$486.00</b>	
10	Lester Park ES	<b>\$486.00</b>	
11	Lincoln Park MS	<b>\$486.00</b>	
12	Meyers Wilkins ES	<b>\$444.00</b>	
13	Ordean East MS - South	<b>\$450.00</b>	
14	Ordean East MS - North	<b>\$450.00</b>	
15	Piedmont ES	<b>\$444.00</b>	
16	STC Main Campus (closed)	<b>\$450.00</b>	
<b>1A Total Amount of Inspection</b>		<b>\$7,308.00</b>	

**HOURLY SERVICES**

regular    total amount    overtime    holiday    regular    total amount    overtime    holiday

Mechanic in Charge (50)	<b>\$146.25</b>	<b>\$7,312.50</b>	\$248.63	\$292.50				
Mechanic (50)	<b>\$140.00</b>	<b>\$7,000.00</b>	\$238.00	\$280.00				
Apprentice 4th Year (20)	<b>\$104.00</b>	<b>\$2,080.00</b>	\$176.80	\$208.00				
Apprentice 3rd Year (20)	<b>\$91.00</b>	<b>\$1,820.00</b>	\$154.70	\$182.00				
Apprentice 2nd Year (20)	<b>\$78.00</b>	<b>\$1,560.00</b>	\$132.60	\$156.00				
Apprentice 1 st Year (20)	<b>\$65.00</b>	<b>\$1,300.00</b>	\$110.50	\$130.00				
Probation Apprentice (20)	<b>\$65.00</b>	<b>\$1,300.00</b>	\$110.50	\$130.00				
Helper (20)								
<b>1B Total Amount of Labor</b>		<b>\$22,372.50</b>						

<b>TOTAL ANNUAL AMOUNT OF QUOTE</b>	<b>\$29,680.50</b>	
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## **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 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 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  
Updated: 02-27-2018

## **108 GOVERNMENT DATA PRACTICES ACT POLICY**

### **I. RIGHT TO ACCESS PUBLIC DATA**

The Minnesota Government Data practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says that the data are not public. Government data means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

A government entity is to keep all government data in a way that makes it easy for members of the public to access public data. The public has a right to look at (inspect) all public data that is maintained free of charge. The public also has the right to get copies of public data for which a cost may be charged. The public has the right to look at public data, free of charge, before deciding to request copies.

### **II. HOW TO REQUEST PUBLIC DATA**

A member of the public who wants to look at (inspect) public data, or request copies of public data is required to submit a written data request. A member of the public may use the Data Request Form (which appears at the end of this policy), or submit a written request including the following information:

- A. State that the request is for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13);
- B. Specify whether the request is to inspect public data, obtain copies of public data, or both;
- C. A clear description of the data to be inspected or copied.

Individuals requesting public data are not required to identify themselves, nor to explain the reason for the data request. It may be necessary to provide the School District with personal information for practical reasons (such as, if copies are to be mailed to the individual's address). In the event that the School District does not understand the request, it will need a means to contact the individual making the request.

### **III. RESPONSE TO DATA REQUEST**

The School District will review requests for public data and will respond as follows:

- A. Request clarification as to the requested data;
- B. If the data exists, but it is not public, the School District will provide a response as soon as reasonably possible, and identify the law that restricts the release of the requested data;
- C. If the data exists and is public, the School District will provide a response, within a reasonable amount of time, as follows:

- i. Arrange a data, time, and place for the requested public data to be inspected;
- ii. Make copies of the data available, to be picked up, or mailed. Electronic copies of the data will be provided, upon request, if the data is maintained in that format, and a copy can reasonably be made.

If a member of the public does not understand some of the data (technical terminology, abbreviations, acronyms, etc.), a representative of the School District will provide an explanation if asked.

The Data Practices Act does not require the School District to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if the data is not maintained in that form or arrangement. If the School District agrees to create data in response to a request, the School District will work with the individual making the request on the details of the request, including cost and response time.

The School District is not required to respond to questions that are not about data requests, or requests for government data.

#### IV. **REQUESTS FOR SUMMARY DATA**

Summary data are statistical records or reports created by removing identifying information about individuals from entirely private or confidential data.

Members of the public can request summary data on the Data Request Form. The School District will respond to such requests within ten (10) business days with the data, or details of when the data will be ready and the costs to provide the data.

##### **Data Practices Contacts**

Responsible Authority  
 William Gronseth, Superintendent  
 215 North First Avenue East  
 Duluth, MN 55802  
[William.Gronseth@isd709.org](mailto:William.Gronseth@isd709.org)

Data Practices Compliance Official  
 Douglas Hasler, Chief Financial Officer  
 215 North First Avenue East  
 Duluth, MN 55802  
[Data.Request@isd709.org](mailto:Data.Request@isd709.org)

**V. COPY COSTS**

Minnesota Statutes, Section 13.03, subdivision 3(c) authorizes the School District to charge for copies.

Members of the public must pay for copies prior to receiving copies of public data.

If possible, and upon request, the School District will provide an estimate of the total cost of producing copies.

100 or fewer pages of black and white, letter or legal size paper copies cost 25 cents for a one-sided copy, or 50 cents for a two-sided copy.

The charge for other types of copies is the actual cost of searching for and retrieving the data, and making the copies or electronically sending the data.

In determining the actual cost of making copies, the School District will include employee time, the cost of the materials onto which the data is being copied (paper, CD, DVD, etc.). If the request is for copies of data that the School District cannot copy itself, such as photographs, the School District will charge the actual cost for employing an outside vendor to produce the copies.

**DULUTH PUBLIC SCHOOLS - DATA REQUEST FORM**



**Date of Request:** \_\_\_\_\_

**Description of requested data (please be specific, include date spans):**

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**Requested method to access data:**

Inspection: \_\_\_\_\_

Copies: \_\_\_\_\_

Both Inspection and Copies: \_\_\_\_\_

**Note:** There will be a cost charged to provide copies of public data

**Contact Information** (optional)\*

**Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Duluth Public Schools will respond to your request as soon as possible.**

\* You do not have to provide any contact information. However, if you want Duluth Public Schools to mail/email copies of data to you, some type of contact information must be provided. Duluth Public Schools would also need contact information from you if it is necessary to clarify your request.

**~~1016—INFORMATION REQUESTS~~**

- ~~1. All requests for information must be approved by a director or the Superintendent.~~
- ~~2. Under no circumstances shall original information be taken from an office.~~
- ~~3. Public information can be released according to Federal and State Statute. Hard copies are to be billed at materials and labor costs.~~
- ~~4. School Board requests can be made through the Superintendent.~~
- ~~5. Requests for information will only be processed during business hours.~~
- ~~6. The School district has designated the Superintendent of Schools, as the authority responsible for data practices compliance.~~

~~Questions may be directed to the Superintendent by calling (218) 336-8752, or writing to the address listed below. Specific requests relating to information on Special Education students can be obtained by providing a written request to the Director of Special Services at the address listed below. Specific requests relating to enrollments can be obtained by calling the Business Services Liaison/MARSS Coordinator, at (218) 336-8705, or writing to the address listed below.~~

~~ISD 709—Duluth Public Schools  
215 N. First Avenue East  
Duluth, MN 55802~~

~~Adopted: 06-17-1993 ISD 709~~

~~Revised: 06-20-1995~~

~~\_\_\_\_\_ 06-19-2001~~

~~\_\_\_\_\_ 09-18-2001~~

~~\_\_\_\_\_ 11-20-2001~~

~~\_\_\_\_\_ 08-19-2003~~

~~\_\_\_\_\_ 08-17-2004 ISD 709~~

## 202 SCHOOL BOARD OFFICERS BYLAW

### I. PURPOSE

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

### II. GENERAL STATEMENT OF POLICY

- A. The school board shall meet annually and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. At its option, the school board may appoint a vice-chair to serve in the temporary absence of the chair.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

### III. ORGANIZATION

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.

### IV. OFFICER'S RESPONSIBILITIES

- A. Chair
  - 1. The chair when present shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions, and perform all duties a chair usually performs.
  - 2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.
- B. Treasurer
  - 1. The treasurer, or designee, shall deposit the funds of the school district in the official depository.
  - 2. The treasurer, or designee, shall make all reports which may be called for by the school board and perform all duties a treasurer

usually performs.

3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer, **or designee**, shall receive, endorse, and process the orders in accordance with Minn. Stat. § 123B.12.

C. Clerk

1. The clerk, **or designee**, shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk, **or designee**, shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk **or designee**, shall:
  - a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
  - b. make and transmit to the commissioner certified reports, showing:
    - (1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
    - (2) length of school term and enrollment and attendance by grades; and
    - (3) other items of information as called for by the commissioner.
4. The clerk, **or designee**, shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
5. The clerk, **or designee**, shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
6. The clerk, **or designee**, shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.

8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

D. Vice-Chair ~~Optional~~

The vice-chair shall perform the duties of the chair in the event of the chair's temporary absence.

E. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
  - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
  - b. recommend to the school board employment and dismissal of teachers;
  - c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;
  - d. superintend school grading practices and examinations for promotions;
  - e. make reports required by the commissioner; and
  - f. perform other duties prescribed by the school board.

New Policy: First Reading – April 17, 2017  
Adopted -

**Legal References:** Minn. Stat. § 123B.12 (Finance)  
Minn. Stat. § 123B.14 (Officers)  
Minn. Stat. § 123B.143 (Superintendent)  
Minn. Stat. § 126C.17 (Referendum Revenue)  
Minn. Stat. Ch. 205A (School District Elections)

**Cross References:** MSBA/MASA Model Policy 101 (Legal Status of the School District)  
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 1, School District Governance, Powers and Duties

## **~~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~~

**This Section of the Policy 8095 is replaced in MSBA Model Policy 202 – School Board Officers (request from March 2018 Board meeting)**

**9015 — OFFICERS**

Officers of the School Board shall be:

Chairperson	Clerk
Vice Chairperson	Deputy Clerk
Treasurer	Board Secretary

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

Revised: ~~07-09-1974~~

~~06-08-1976~~

~~01-04-1993~~

~~06-20-1995 ISD 709~~

## **~~9050—DUTIES OF THE CHAIRPERSON~~**

The Chairperson of the School Board, or in his or her absence the Vice Chairperson, shall perform the following duties:

- ~~1. Preside at all regular and special meetings of the School Board.~~
- ~~2. Require, relative to voting at School Board meetings, that the manner in which each member voted be recorded in the minutes of the meeting.~~
  - ~~A) When a voice vote is taken with no dissenting votes, the Chairperson shall direct the Clerk to record the vote as unanimous.~~
  - ~~B) When a voice vote is challenged, or there are one or more dissenting votes, the Chairperson will request a show of hands, or direct the roll to be called and the individual votes to be recorded in the minutes as appropriate.~~
- ~~3. Sign and execute, in conjunction with the Clerk, all contracts, agreements, deeds, bonds, orders upon the Treasurer, and other documents, when authorized to do so by the School Board.~~
- ~~4. Appoint all standing and special committees of the School Board unless the School Board wishes to elect one or more special committees.~~
- ~~5. Assure that members of the School Board are informed of the laws which govern their actions.~~
- ~~6. Serve as a member on any standing or special committee to which he or she is appointed or elected.~~
- ~~7. Perform such other duties as are provided by law.~~

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

Revised: ~~06-08-1976~~

~~06-20-1995~~

~~09-15-1998 ISD 709~~

## **9055—DUTIES OF THE CLERK**

The Clerk of the School Board shall perform the following duties:

1. ~~The Clerk, before entering upon duties of his/her office, shall be instructed in the faithful discharge of his/her duties as Clerk and shall execute a bond to the School District, according to law and in conformity with the policies of the School Board. Said bond, when approved, shall be deposited with the Chairperson of the School Board.~~
2. ~~Receive such salary as the School Board may determine. Such salary shall be payment in full for all services performed by him/her as Clerk.~~
3. ~~Perform such duties as are provided by law and he/she, together with the Chairperson, when authorized by the School Board, shall draw or cause to be drawn, sign and execute all contracts, agreements, deeds of conveyance, bonds, and orders upon the Treasurer.~~
4. ~~Prepare and present to the School Board all necessary matters, reports, and documents.~~
5. ~~Keep a complete and accurate record of the proceedings of the School Board. Such record shall be submitted to the School Board for its approval at its next regular meeting. When officially approved, the record shall be signed by the Chairperson and the Clerk and shall then constitute the official record of the proceedings of the School Board.~~
6. ~~Prepare pay orders upon the Treasurer for regularly audited accounts. Such pay orders shall be officially signed by the Chairperson and the Clerk of the School Board.~~
7. ~~Keep regular sets of books showing a detailed account of all the business of the School Board.~~
8. ~~Keep on file all audited accounts of the School Board, numbered with the same number as the orders drawn in payment thereof.~~
9. ~~Receive and compile all payrolls and draw orders in payment of them.~~
10. ~~Submit all payrolls of the Civil Service employees of the School Board to the secretary of the Civil Service Commission for proper endorsement.~~
11. ~~Notify the secretary of the Public Employees Retirement Fund of all new employees hired by the School Board and of all changes in salary or classification.~~
12. ~~Determine the proper deductions from the payroll orders of all employees who are members of the Public Employees Retirement Fund and so instruct the School District's Payroll Benefits Department.~~
13. ~~At the direction of the secretary of the association, the Clerk shall direct the Payroll Benefits Department to deduct from payroll orders of teachers the amounts due as payments to the treasury of the Duluth Teachers' Retirement Fund Association. All deductions shall immediately be transmitted to the treasury of the Duluth Teachers' Retirement Fund Association.~~
14. ~~Determine the proper deductions from the payroll orders of all eligible employees under OASI program and so instruct the Payroll Benefits Department.~~

- ~~15. Procure and audit all statements for supplies purchased for the use of the schools and for all repairs made to any equipment or property of the School Board. All statements shall be properly certified as to correctness before being submitted to the Business-Services Committee.~~
- ~~16. Give proper attention to all insurance of the School District, notifying the Business-Services Committee of the expiration of any policies. At its direction, he/she shall obtain bids from insurance agents on needed types of insurance as the policies expire.~~
- ~~17. Operate the system of purchasing supplies set up by the School Board. No purchase may be made under the authority of the School Board by any committee, department head, or individual, without a written order of the Clerk of the School Board, except as provided elsewhere in these policies and regulations.~~
- ~~18. Prepare specifications and advertise for bids for the purchase of property or supplies at the direction of the School Board. He/she shall receive such bids and shall report the findings to the School Board, unless otherwise directed.~~
- ~~19. Upon request, furnish to the standing committees a statement of unencumbered balances in any designated account for their guidance in the consideration of purchases of supplies, equipment, or property.~~
- ~~20. In addition, the Clerk shall perform such duties as the School Board, Superintendent, or standing committees may require.~~

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

Revised: ~~10-12-1976~~

06-20-1995 ISD 709

## **~~9060 — DUTIES OF THE TREASURER~~**

The Treasurer of the School Board shall perform the following duties:

- ~~1. The Treasurer, before entering upon the duties of the office, shall be instructed in the faithful discharge of the duties of the Treasurer according to law and in conformity to the policies of the School Board.~~
- ~~2. It shall be the duty of the Treasurer to receive and have custody of all monies belonging to the Board. The Treasurer shall immediately deposit such monies in the bank or banks designated by the School Board as its repositories.~~
- ~~3. The Treasurer shall submit, as often as may be required by the School Board or its Business Affairs Committee, the following reports:
 
  - ~~a. A full account of all cash received by the Treasurer after entering upon the Treasurer's duties or subsequent to the last Treasurer's report.~~
  - ~~b. Reports of payments made by the Treasurer, together with names of payees.~~
  - ~~c. The amount of cash balances belonging to the School District which are in the Treasurer's care.~~~~
- ~~4. At the close of the year the Treasurer shall submit a report of all receipts and disbursements of the year as provided by law.~~
- ~~5. The Treasurer shall at all times hold open for the inspection of the School Board all records belonging to the Treasurer's office. All such records shall be understood to be the property of the School Board and School District.~~
- ~~6. The Treasurer shall perform such other duties as are required by law.~~

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

Revised: ~~06-08-1976~~

~~03-08-1983~~

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

**RESOLUTION**

## Acceptance of Donations to Duluth Public Schools

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

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

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

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

<b>SCHOOL</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>RESTRICTION</b>	<b>COMMENTS</b>
Denfeld	Fred T. Friedman	\$500.00	Debate	
Denfeld	Gail LeGarde Birman	\$100.00	Art Department / Photography	Donation made in honor of sister, Susan LeGarde Menz
Denfeld	FDL Development	\$100.00	None	
East	Harbor Pointe Credit Union	\$250.00	Orchestra Performance	
Laura MacArthur	Mars Supply	\$200.00	5th grade field trip to Wolf Ridge	
Lester Park	Donors Choose	\$547.00	Sitting stool purchases	
Myers- Wilkins	Peggy Johnson	\$50.00	Delinquent student lunch accounts	Woman's Bunko Group Donation
Ordean- East	Northland Foundation	\$829.00	Greenhouse	
Ordean- East	Peter Good / Deanna L Notaro	\$15.00	"GARTen Fun" night	
Ordean- East	LHB Inc	\$50.00	Robotics	
Ordean- East	Carlson Orthodontics, PA	\$50.00	Six Grade Biz Town Sponsorship	
Ordean- East	ON THE LIMIT USA LTD	\$25.00	Six Grade Biz Town Sponsorship	
Ordean- East	Members Co-op Credit Union	\$100.00	Six Grade Biz Town Sponsorship	

<b>SCHOOL</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>RESTRICTION</b>	<b>COMMENTS</b>
Ordean-East	Arrowhead Orthodontics, PA	\$100.00	Six Grade Biz Town Sponsorship	
Ordean-East	Harbor Pointe Credit Union	\$100.00	Six Grade Biz Town Sponsorship	
Ordean-East	Rotary Club of Duluth Harbortown	\$1,200.00	Six Grade Biz Town Sponsorship	
Ordean-East	PG&E / Employee Giving	\$498.00	Student needs	
Ordean-East	Daniel & Kelly M Nikceovich	\$200.00	Robotics Club	
Ordean-East	Gregory C / Jill M Hilliard	\$20.00	Robotics Club	

## RESOLUTION

### Lowell Elementary School Forest Designation Amendment

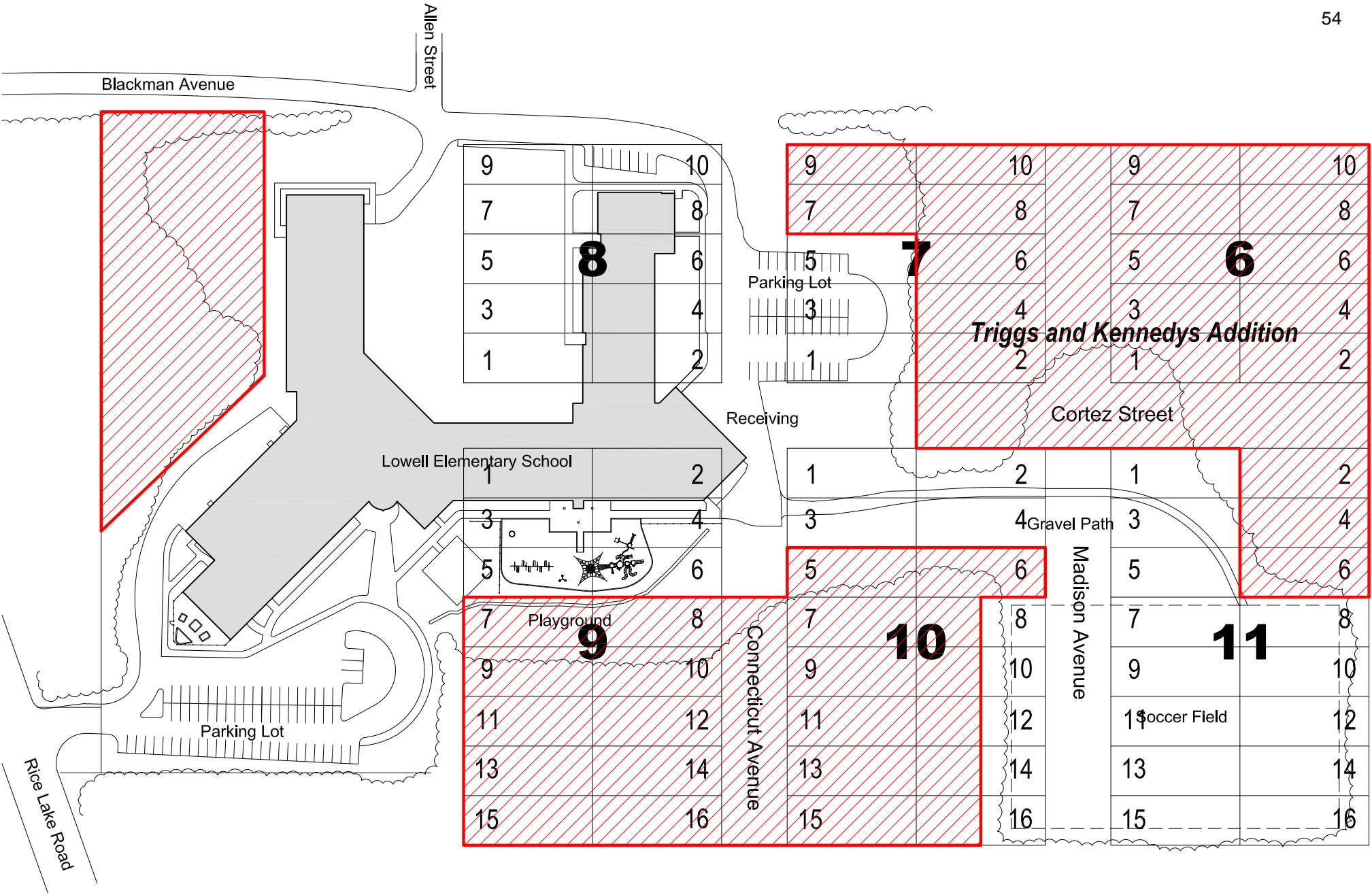
WHEREAS, the School Board of Independent School District 709 recognizes that a School Forest would have a positive impact on students, teachers, parents, and the community where students would learn a variety of subjects and have a place that enhances an appreciation of natural resources and heightens community pride and involvement; and

WHEREAS, Lowell Elementary School students, parents, staff, and community members wish to begin the process of establishing the Lowell School Forest as depicted on Exhibit A attached hereto;

NOW, THEREFORE, BE IT RESOLVED the School Board of Independent School District 709 supports the amendment of the Lowell School Forest and outdoor classroom comprising approximately 10.75 acres located in NE  $\frac{1}{4}$  of the SW  $\frac{3}{4}$  Township 50, Range 14, Section 16, St. Louis County, Minnesota, described as:

- Block 6: Lots 1-10, Triggs and Kennedys Addition, including adjacent vacated Madison Avenue and Cortez Street
- Block 7: Lots 2, 4, 6-10, Triggs and Kennedys Addition, including adjacent vacated Madison Avenue and Cortez Street
- Block 9: Lots 7-16, Triggs and Kennedys Addition, including adjacent vacated Connecticut Avenue
- Block 10: Lots 5-16, Triggs and Kennedys Addition, including adjacent vacated Connecticut Avenue, except the eastern half of lots 8, 10, 12, 14 and 16
- Block 11: Lots 2, 4, 6, Triggs and Kennedys Addition, including adjacent vacated Cortez Street
- Starting at the NW corner of the E  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , going east 164.3 feet along the northern property line, then south 266 feet, then southwesterly 50° for 223 feet, then north 422.5 feet along the western property line to the point of beginning

BE IT FURTHER RESOLVED that Board of Independent School District 709 supports the amended enrollment of said school forest in the Minnesota DNR School Forest Program for educational purposes.



Lowell Elementary School

**RESOLUTION****Support for Lowell Elementary School Forest Designation**

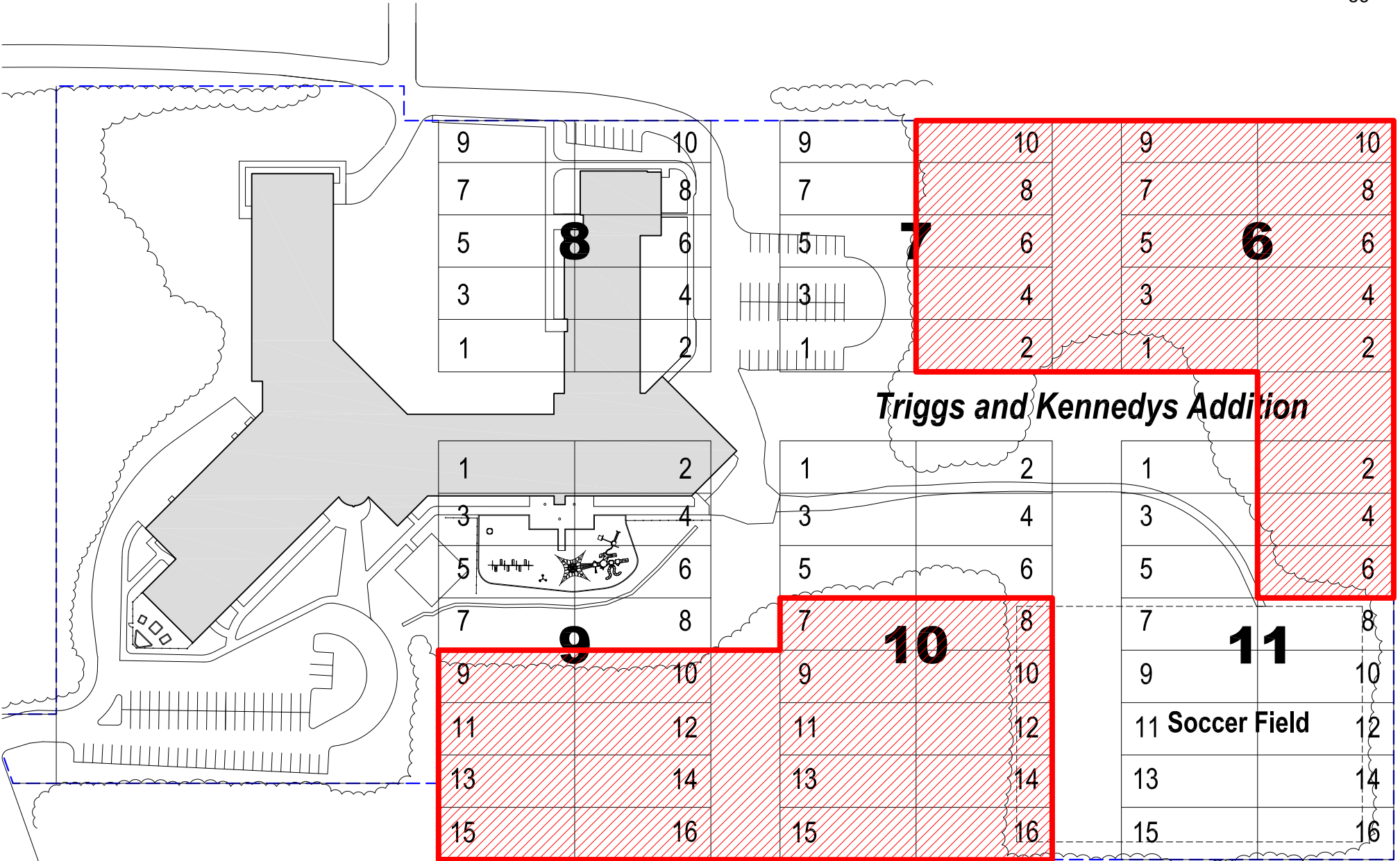
WHEREAS, the School Board of Independent School District 709 recognizes that a School Forest would have a positive impact on students, teachers, parents, and the community where students would learn a variety of subjects and have a place that enhances an appreciation of natural resources and heightens community pride and involvement; and

WHEREAS, Lowell Elementary School students, parents, staff, and community members wish to begin the process of establishing the Lowell School Forest as depicted on Exhibit A attached hereto;

NOW, THEREFORE, BE IT RESOLVED the School Board of Independent School District 709 supports the establishment of the Lowell School Forest and outdoor classroom comprising of the wooded sections approximately the following:

- Block 6: Lots 1-10, Triggs and Kennedys Addition, including adjacent vacated Madison Avenue and Cortez Street
- Block 7: Lots 2, 4, 6, 8, 10 Triggs and Kennedys Addition, including adjacent vacated Madison Avenue
- Block 9: Lots 9-16 Triggs and Kennedys Addition, including adjacent vacated Connecticut Avenue
- Block 10: Lots 7-16 Triggs and Kennedys Addition, including adjacent vacated Connecticut Avenue
- Block 11: Lots 2, 4, 6 Triggs and Kennedys Addition, including adjacent vacated Cortez Street

BE IT FURTHER RESOLVED that Board of Independent School District 709 supports enrollment of said school forest in the Minnesota DNR School Forest Program for educational purposes.



# MEMO

**To:** Duluth School Board  
William Gronseth, Superintendent

**Cc:** David Spooner

**From:** Douglas A. Hasler, CFO *DH*

**Date:** April 12, 2018

**Re:** School Forest Designation

---

Following up on concerns raised by School Board members during the most recent Business Committee meeting, Dave Spooner and I had a phone conference with Karen Harrison, School Forest Specialist with the Minnesota Department of Natural Resources. In this phone conference, Mr. Spooner and I requested clarification as to the extent to which a school district is subject to DNR restriction in the event that there is a future need to expand a school building, and/or make property improvements that infringe upon a School Forest boundary.

Ms. Harrison clarified that a school district maintains ownership and control over school property which falls within a designated School Forest. Further, she confirmed that a school district could make future improvements affecting land within a designated School Forest without restriction, or approval from DNR.

Ms. Harrison followed up our phone conversation with a letter to document our understanding of the absence of restrictions on school district ownership and control over school property which is part of a designated School Forest. A copy of that letter is included in the Board packet.

I hope that this information is helpful to you.

**Division of Forestry**  
**500 Lafayette Rd**  
**Saint Paul, MN 55155-4044**

April 11, 2018

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

Doug,

I wanted to send some information regarding your question about land that is designated in the Minnesota School Forest Program. While schools should designate land with a long-term commitment in mind, we understand that there are times when that vision might have to change (school growth, parking or road changes, etc.). Your school district owns and manages the land and may use it to meet your school's needs. When entering the program, the school district agrees to manage their school forest to be a safe, healthy, and accessible outdoor learning space. As a designated School Forest, the DNR may offer guidance, management advice, or provide input or support for a management decision. However, the DNR does not have any legal say in the school district's decision.

If your district needs to remove land from the program, it can simply notify the School Forest Program, and provide information on what is being removed so we can update our records. We are also happy to work with the district to provide some guidance to reduce any negative impacts to the School Forest (for example, impacts to important educational or natural resource structures/spaces, tree removal, invasive species reduction language in contractor agreements, etc.). Recently, a number of different districts have worked with our program on construction projects including Moose Lake (new school construction), Mountain Iron-Buhl (building addition), and Westwood Elementary, Blaine (new bus turnaround).

We have enjoyed working with Duluth Public Schools on their current School Forests and we are excited to work with Lowell as well. We offer great benefits to help teachers use the outdoors for learning and provide trainings and materials to help schools sustainably managing their woodlands for future generations. I'd be happy to discuss any concerns or answer further questions.

Sincerely,



Karen Harrison  
School Forest Specialist

CC: David Spooner

*Equal Opportunity Employer*



## AGREEMENT

**THIS AGREEMENT**, made and entered into this date, March 12, 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 March 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 hand drum songs, teachings and making workshop for hand drum sticks for up to 10 American Indian middle and high students, 3 sessions March 21, April 24, May 22, 2018. Each session will be \$500.00 (five 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 \$1,500.00 (Fifteen 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 P.O. 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.

[Signature]  
Contractor Signature

SSN/ Tax Identification Number

3/12/18  
Date

[Signature]  
Program Director

3-13-18  
Date

[Signature]  
Director of Curriculum and Instruction

3/16/18  
Date

[Signature]  
Director of Business Service / Superintendent of Schools

3/20/18  
Date



**2018- 2019 Concurrent Enrollment  
Between  
Lake Superior College  
And  
Duluth School District ISD #709**

**PURPOSE**

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

This agreement between the Duluth school district (ISD #709) and Lake Superior College, Duluth, Minnesota is effective for the 2018-2019 academic year. The intent of this agreement is to provide Duluth school district students an opportunity to enroll in Lake Superior College courses through Concurrent Enrollment to create a seamless educational path for area high school students. Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.

**COST**

The cost to the high school is **\$2,250 per course per teacher**. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee of \$2,250.00 per teacher. The billing date for courses is November 1, 2018 with payment expected 30 days later. The total cost is **\$15,750 for the courses listed (\$2,250 x 7 courses = \$15,750)**.

**TRANSCRIPTS**

LSC College in the Schools staff works with high school staff to verify class rosters and final grades each term for the enrolled students, and LSC will record final course grades on an official LSC transcript. Students may request an official transcript by following the steps found here: <http://www.lsc.edu/current-students/records-registration/transcripts/>.

**STUDENT QUALIFICATIONS**

Students must meet minimum requirements for PSEO enrollment. For more information, please see <http://www.minnstate.edu/admissions/pseo/>.

**Eligibility:**

- Seniors must rank in the top half of their class or have a 2.5 cumulative G.P.A.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they achieved the composite proficiency level of “meets or exceeds” on the 8<sup>th</sup> grade MCA reading test.
- Students must also meet the pre-requisites of individual courses, which may include Accuplacer scores, ACT scores, MCA scores, or prior college coursework.

**INSTRUCTOR QUALIFICATIONS**

High School instructors of CITS courses must meet the minimum qualifications set by the Minnesota State College Faculty Association and Minnesota State Colleges and Universities. Please refer to the following link: <http://www.minnstate.edu/system/asa/academicaffairs/cfc/index.html>

**COLLABORATION REQUIREMENTS**

**Lake Superior College CITS Staff**

- Complete registration for each CITS class.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Adjust records for student in accordance with add/drop and withdrawal policies.

- Provide high schools with course outlines for each CITS class.
- Inform CITS students about academic and student support services available to all college students.
- Provide necessary registration, withdrawal, and add/drop policy tools and information.
- Provide transcript request information to all students.
- Send class lists to high school as soon as the registrations are complete.
- Work with each high school to ensure that CITS class lists are correct.
- Work with each high school to ensure all grades are submitted and transcribed.

#### **Lake Superior College Faculty Mentors:**

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus with the CITS instructor, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit to the high school per course.
- Arrange to guest lecture if requested by the high school instructor.
- Upon request, provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

#### **High School Instructors, Administrators, and Staff:**

- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in CITS courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.
- Agree to terms of the LSC policy for add/drop processes and withdrawals and contact the LSC CITS staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone) with LSC faculty mentor.
- Provide LSC with a course syllabus and sample assignments, exams, projects for each CITS course to ensure the course meets the learning outcomes in the LSC course outline.
- Ensure teachers of CITS courses comply with the Minnesota State credentialing policy.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.
- Submit new course proposals and documents by April 6, 2018.
- Sign CITS contract and return to LSC by April 27, 2018. Submit amendments by August 1, 2018 for the 2018-19 academic year.

**80 COURSES**

**Cost: \$15,750**

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

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)			Course End Date
					Fall (Sept-Jan.)	Spring (Jan-June)	All Year (Sept-June)	
*ALTH 1400	Intro to Allied Health (D&E)	2	Kimberly Olson	TBD	X			
*ALTH 1410	Medical Terminology (D&E)	1	Kimberly Olson	TBD	X			
*BIOL 1005	Intro to Cell Biology (E)	1	James Kyes	TBD		X		
*BIOL 1140	Human Anat & Phys (E)	4	James Kyes	TBD		X		
*BIOL 1005	Intro to Cell Biology (D)	1	Alison Wood	TBD		X		
*BIOL 1140	Human Anat & Phys (D)	4	Alison Wood	TBD		X		
MATH 1150	Pre-Calculus (E)	5	Peter Graves	TBD		X		
MATH 1150	Pre-Calculus (D)	5	<del>Bill Garnett</del> <i>Tim</i>	TBD		X		
MATH 1150	Pre-Calculus (E)	5	Bill Garnett	TBD		X		
MATH 1150	Pre-Calculus (D)	5	Bill Garnett	TBD		X		
NUNA 1420	Nursing Asst/HHA (D&E)	4	Kimberly Olson	TBD	X			

\*For multiple terms for a course, please indicate both terms with (x)  
\*Courses are considered one course for one fee.

**Duluth Public Schools**

*Wendy Brant*  
Superintendent or Assistant Superintendent

*Melissa Leno*  
Director of Curriculum and Instruction

**Lake Superior College**

Jenna Trenberth, College in the Schools Coordinator

Melissa Leno, Director of Admissions

*Michael Seymour*  
VP Academic & Student Affairs

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

Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms.  
Changes/amendments to this contract must be made by August 1, 2018 for fall semester terms.  
Additions to the contract for spring term only courses may be considered if requested and approved by December 1, 2018.

## WADE STADIUM NON-EXCLUSIVE USE AGREEMENT

THIS NON-EXCLUSIVE USE AGREEMENT (this "Agreement") is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the "City," and Independent School District No. 709, a Minnesota public corporation, hereinafter referred to as "User Group."

WHEREAS, the City is the owner of a baseball stadium facility located generally at 34th Avenue West and Second Street in the City of Duluth, St. Louis County, Minnesota, commonly known as "Wade Stadium," which includes a walled baseball field, dugouts, bullpens, parking, and a grandstand that contains public seating and washrooms and ticketing facilities. Wade Stadium and the foregoing amenities are shown on the attached Exhibit A and are collectively referred to in this Agreement as the "Stadium."

WHEREAS, the City is also the owner of Softball Fields 6 and 7 located adjacent to the Stadium, which fields are depicted on Exhibit B (collectively referred to as the "Softball Fields").

WHEREAS, User Group desires to use the Stadium, the Softball Fields and certain personal property owned by the City for its Denfeld High School baseball and softball programs.

WHEREAS, the City desires to coordinate and allow the cooperative use of the Stadium and the Softball Fields by as many groups as possible, including User Group.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

### 1. ADMINISTRATION.

For purposes of administering this Agreement, the City shall act through its Manager of Parks and Recreation or designee. User Group shall act through its Athletic Director or designee.

Among the various users of the Stadium, the following shall generally be the priority assigned to all users:

- (a) Huskies games and practices
- (b) College of St. Scholastica games
- (c) User Group games
- (d) UMD games
- (e) Marshall School games
- (f) User Group practices
- (g) Denfeld High School practices
- (h) UMD practices
- (i) Marshall School practices
- (j) Other users

## 2. GRANT OF RIGHTS.

a. Subject to the terms and conditions of this Agreement, the City grants to User Group the non-exclusive right to use (i) the Stadium; (ii) the Softball Fields; (iii) one stationary batting cage, one portable batting cage, the automatic scoreboard and the public address sound system in the Stadium (collectively referred to as the "Stadium Equipment,"); and (iv) the scoreboards at the Softball Fields (the "Softball Field Equipment"), all for the playing of baseball, softball and other activities directly connected with baseball and softball. User Group's use of the Stadium shall not include access to or the use of concession areas in the Stadium's grandstand area, nor the locker rooms. The Stadium Equipment and the Softball Field Equipment is collectively referred to in this Agreement as the "Equipment."

b. User Group accepts the Stadium, the Softball Fields and the Equipment "as is," in their present physical condition, and the City makes no warranty, either express or implied, that the Stadium, the Softball Fields or the Equipment are suitable for any purpose. The City is not obligated to make any alterations or improvements on or to the Stadium, the Softball Fields or the Equipment, or to provide any maintenance of the Stadium, the Softball Fields or the Equipment.

## 3. USE OF STADIUM.

a. User Group may only use the Stadium and the Softball Fields for baseball and softball.

b. No later than February 24, 2018, User Group shall provide to the City its proposed use schedules for the Stadium and the Softball Fields for games and practices during the Term. No later than March 1, 2018, the City shall furnish to User Group a schedule for the dates and times when User Group will be allowed to use the Stadium, the Softball Fields and the Equipment (the "User Group Schedule"), which shall become Exhibit B to this Agreement. The City may modify the User Group Schedule as it deems appropriate or necessary including reducing or increasing the times or dates when User Group will be entitled to use the Stadium, the Softball Fields and the Equipment. User Group shall work with the other users of the Stadium, the Softball Fields and the Equipment to coordinate, when possible, to ensure optimum use of the Stadium, the Softball Fields and the Equipment.

c. The City shall have ultimate control of the scheduling of various users of the Stadium, the Softball Fields and the Equipment. User Group shall use the Stadium, the Softball Fields and the Equipment only in conformance with the User Group Schedule.

d. User Group shall provide supervision of its program participants and spectators by an adult representative of User Group competently trained as appropriate for the activity.

e. User Group may use the Stadium Equipment immediately before, during, and after games played by User Group at the Stadium. User Group may use the Softball Field Equipment immediately before, during, and after games played by User Group at the Softball Fields. Prior to any use of the Equipment, User Group shall (i) provide the City the names of the individuals that will operate the Equipment with evidence of their qualifications to properly

operate the Equipment (the "Equipment Operators"); and (ii) obtain written approval of the Equipment Operators from the City, which approval the City may grant or withhold in its sole discretion. User Group shall allow only Equipment Operators who have been approved by the City in writing to operate the Equipment. After each use of the Equipment, User Group shall be responsible for turning it off, returning it to its proper place of storage and securing it.

f. All Equipment shall be used in accordance with its design and intended use. User Group shall be responsible for any damage to any Equipment occurring during User Group's use of the Equipment. In the event of loss of a handheld remote for the Softball Fields, User Group shall pay to the City a replacement fee of \$350.00.

g. User Group shall comply with the Usage Guidelines attached to this Agreement as Exhibit C. The City reserves the right to modify the Usage Guidelines in writing from time to time and will provide User Group with the modified Usage Guidelines, which shall be binding upon User Group. User Group shall provide all visiting teams with a copy of the Usage Guidelines and shall use best efforts to ensure their compliance with the Usage Guidelines. User Group shall be responsible for any damage caused by or resulting from visiting teams.

h. User Group shall, in its use of the playing fields and related areas, follow best practices to appropriately utilize said facilities and, in particular, will use its best efforts to minimize or eliminate to the extent practical any damage to the playing field and related areas.

i. User Group shall insure that the Stadium and the Softball Fields are kept clean and in an orderly condition and that all paper, garbage, and other debris has been picked up and is deposited in the appropriate receptacles.

j. User Group shall promptly notify the City in writing of any incident of injury or loss or damage to the Stadium, the Softball Fields, the Equipment or to any employee, player, coach, agent, user, participant or invitee occurring within the Stadium during User Group's use of the Stadium or the Softball Fields. Such written report shall be in the form of the City's Incident Report attached as Exhibit D.

k. User Group shall prohibit the use of alcohol and tobacco products at the Stadium and the Softball Fields by User Group and User Group's participants, players, coaches, employees, agents, users and invitees.

l. In case of inclement weather, User Group may not use or occupy the Stadium or the Softball Fields. As provided in the Cancellation Policy attached as Exhibit E (the "Cancellation Policy"), User Group shall not be charged the Usage Fee (defined below) when User Group is scheduled to use the Stadium or the Softball Fields but is unable to do so because the Stadium or the Softball Fields are closed by the City due to inclement weather. The City shall have final authority to determine closure of the Stadium and the Softball Fields.

#### 4. FEE AND REFUNDS.

a. A copy of the City's current Fee Schedule is attached as Exhibit F. User Group will pay the City the total use fee of Five Thousand Three Hundred Seventy and no/100ths Dollars (\$5,370.00) as outlined on the User Group Schedule (the "Usage Fee"), which Usage Fee

is subject to change based on actual usage of the Stadium and the Softball Fields and based on adjustments pursuant to the Cancellation Policy. User Group will pay the Usage Fee in full on or before April 30, 2018. The Usage Fee shall be deposited in Fund 210, Agency 030, Organization 3190, Revenue Source 4625-04. The Usage Fee shall be due absolutely without right of set-off or any other reduction for any reason whatsoever.

b. User Group shall pay interest at a rate of 1.5% per month (18% per annum) on all past due balances due to the City under this Agreement. User Group shall pay any collection costs incurred by the City in collecting any past due balances due the City under this Agreement, including but not limited to court costs, collection fees, and attorney' fees.

5. TERM.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2018, and shall expire on June 30, 2018, unless sooner terminated as provided for herein.

6. TERMINATION.

a. **WITHOUT CAUSE.** The City may terminate this Agreement without cause by providing at least thirty (30) days' written notice to User Group.

b. **FOR CAUSE.** The City may terminate this Agreement for the material breach by User Group of any provision of this Agreement, including its Exhibits, if such breach is not cured to the satisfaction of the City within seven days of delivery of a written notice by the City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach.

c. **IMMEDIATELY BY CITY.** The City may terminate this Agreement immediately on notice to User Group if the City believes in good faith that the health, welfare, or safety of Stadium, the Softball Fields, their occupants or neighbors would be placed in immediate jeopardy by the continuation of User Group's use of the Stadium or the Softball Fields.

d. **SURRENDER POSSESSION.** Upon termination or expiration of this Agreement, whichever occurs first, User Group shall surrender possession of the Stadium, the Softball Fields and the Equipment to the City in as good condition and state of repair as they were in at the time User Group took possession, normal wear and tear excepted. User Group shall surrender all keys to the Stadium and the Softball Fields and shall have completed performance of all of its cleaning and maintenance responsibilities.

7. INSURANCE.

a. During the Term, User Group shall maintain such insurance coverage as required by this Agreement and as will protect User Group and the City against risk of loss or damage to the Stadium, the Softball Fields and the Equipment and against claims that may arise or result

from the use of the Stadium, the Softball Fields and the Equipment. User Group shall procure and maintain continuously in force Public Liability Insurance written on an “occurrence” basis under a Commercial General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of not less than \$1,500,000 for property damage liability. User Group shall procure and maintain in force legally required Statutory Minnesota Workers’ Compensation Insurance and provide evidence thereof to the City.

b. Insurance required by this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. User Group shall provide Certificates of Insurance to the City evidencing the required insurance coverage. The insurance policies must be acceptable to the City Attorney and must include a 30-day written notice of cancellation, non-renewal, or material change provision in favor of the City. Except for worker’s compensation insurance and professional liability insurance policies (if any), the Certificates of Insurance shall name the City as an additional insured. Certificates showing that User Group is carrying the required insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and certificates of insurance showing continued maintenance of all required insurance shall be provided to the City during the Term. The insurance policies shall provide that the policies shall not be changed or canceled during the Term without at least 30 days’ advance notice being given to the City.

c. The City reserves the right to require additional types of insurance and to increase the coverage limits of any required insurance, in its reasonable discretion.

d. The City does not represent or guarantee that the required types or limits of coverage are adequate to protect User Group’s interests and liabilities.

e. The City does not, by entering into this Agreement, intend to waive any legal immunities, defenses, or liability limits that may be available.

f. The City shall not be liable to User Group for any injury or damage resulting from any defect in the construction or condition of the Stadium, the Softball Fields or the Equipment, nor for any damage that may result from the negligence of any other person whatsoever.

## 8. HOLD HARMLESS AND INDEMNIFICATION.

a. User Group shall indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or User Group, and including any and all damages to property to whomsoever belonging, including property owned by, used by, or in the care, custody, and control of User Group arising out of, related to or associated with the use or maintenance of the Stadium, the Softball Fields or the Equipment by User Group or performance of its obligations under this Agreement. Promptly after receipt by the City of notice of the commencement of any action with respect to which User Group is required to indemnify the City, the City shall notify User Group in writing of the commencement thereof, and, subject to the provisions of this Agreement, User Group shall assume the defense of such action, including

the employment of counsel satisfactory to the City and the payment of expenses. In so far as such action shall relate to any alleged liability of the City with respect to which indemnity may be sought against User Group, the City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of User Group. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

b. User Group will indemnify the City for any damage to any City property at the Stadium or the Softball Fields caused by User Group, its players, coaches, participants, agents, volunteers, employees, and invitees.

9. INDEPENDENT RELATIONSHIP.

a. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting User Group as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

b. User Group's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of User Group while so engaged and any and all claims whatsoever on behalf of User Group arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. User Group and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers Compensation, Unemployment Insurance, disability pay or severance pay.

10. RECORDS RETENTION.

User Group agrees to maintain all records relating to this Agreement during the Term and for six (6) years after termination or expiration of this Agreement.

11. GOVERNMENT DATA PRACTICES.

User Group shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by User Group under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by User Group. If User Group receives a request to release the data referred to in this clause, User Group must immediately notify the City and consult with the City as to how User Group should respond to the request. User Group agrees to hold the City, its officers, and employees harmless from any claims resulting from the User Group's unlawful disclosure or use of data protected under state and federal laws.

12. NOTICES.

Unless otherwise provided herein, notice to the City or User Group shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth  
 Attn: Parks and Recreation Manager  
 411 W. First Street, Ground Floor  
 Duluth, Minnesota 55802

ISD 709 - Denfeld High School  
 Attn: Athletic Director  
 4405 W. 4th Street  
 Duluth, Minnesota 55807

13. CITY ACCESS.

a. User Group shall permit the City, and its designees, to access and inspect the Stadium and the Softball Fields at any time. User Group shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Stadium or the Softball Fields.

b. The City shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. User Group shall comply with the City's Key Control Policy, a copy of which shall be provided to User Group, and is subject to unilateral change by the City during the Term.

c. User Group shall not make copies of any keys for the Stadium, the Softball Fields or the Equipment. All keys shall be promptly returned to the City upon termination or expiration of this Agreement. If keys are not returned, the City may rekey the applicable locks and collect payment from User Group for actual employee time and/or replacement costs.

14. TAXES.

User Group shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of User Group's use of the Stadium, the Softball Fields and the Equipment, including real property and sales taxes, if applicable. It is further agreed that the City may pay the same on behalf of User Group and immediately collect the same from User Group, or reduce any amount owed User Group by the City pursuant to this Agreement. User Group shall further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

15. GENERAL TERMS AND CONDITIONS.

a. User Group shall obey all laws, rules, and regulations applicable to its use of or occupancy of the Stadium, the Softball Fields and the Equipment and shall use its best efforts to insure that its players, coaches, employees and invitees so conform to such requirements. In addition, User Group shall procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement. The parties acknowledge that this Agreement is not a lease, and the relationship between the City and User Group is not that of a landlord and a tenant.

b. User Group shall not sublet the Stadium, the Softball Fields, the Equipment, or any part thereof, and will not assign this Agreement or any interest herein, nor permit this Agreement to become transferred by operation of law or otherwise, and no act or acts will be done or suffered whereby the same may be or become assigned in whole or in part.

c. This Agreement, together with all of its terms, covenants, and conditions, is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota.

d. The waiver by the City or User Group of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

f. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

g. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

h. This Agreement and its exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements. The exhibits to this Agreement are as follows:

Exhibit A	Depiction of the Stadium
Exhibit B	Softball Fields 6 and 7
Exhibit C	User Group Schedule
Exhibit D	Usage Guidelines
Exhibit E	Incident Report Form
Exhibit F	Cancellation Policy
Exhibit G	Usage Fee Schedule

i. There are no representations, warranties or stipulations, either oral or written, not herein contained.

j. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT  
NO. 709

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

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

Attest: \_\_\_\_\_  
City Clerk

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

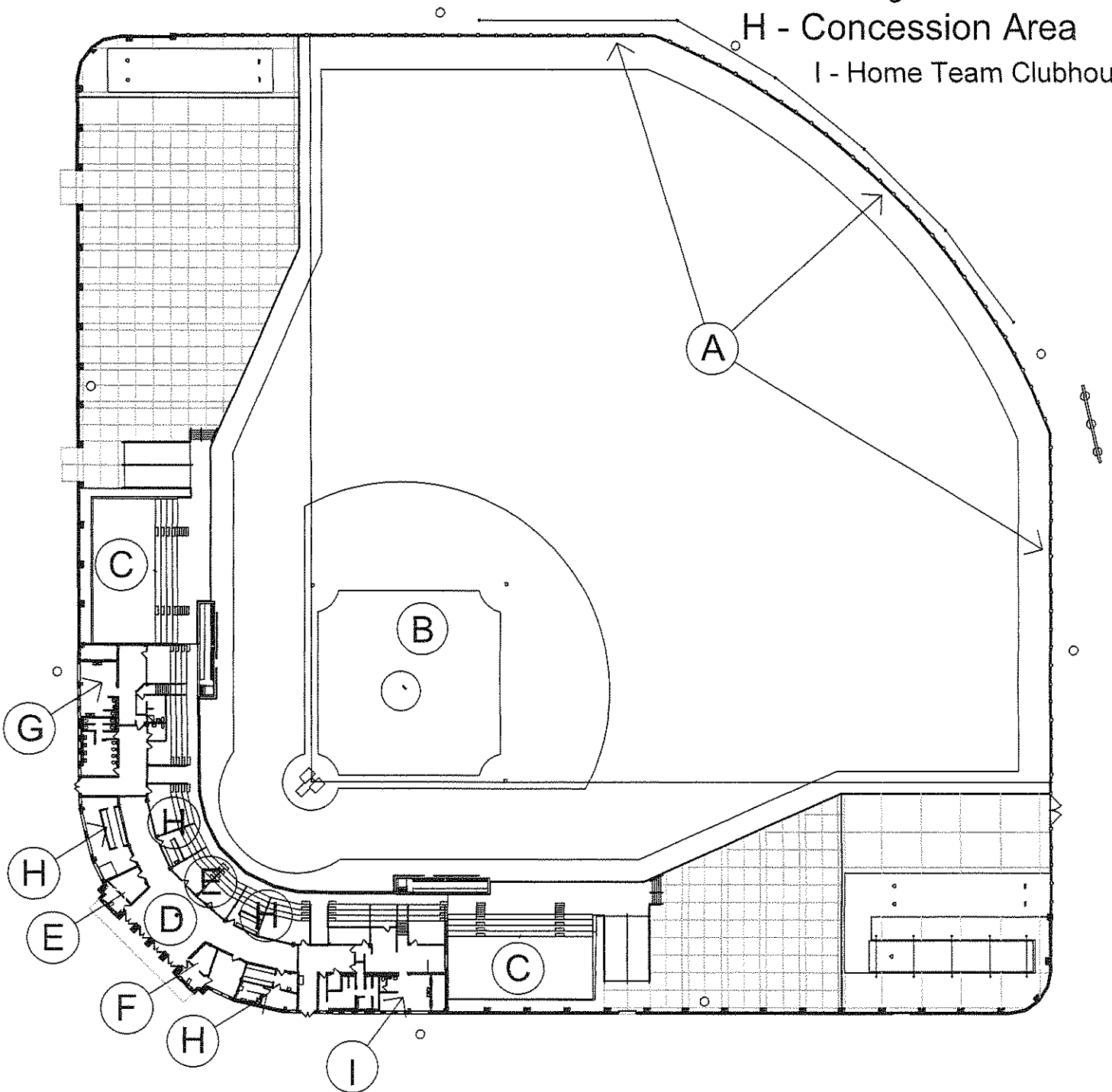
Approved as to form:

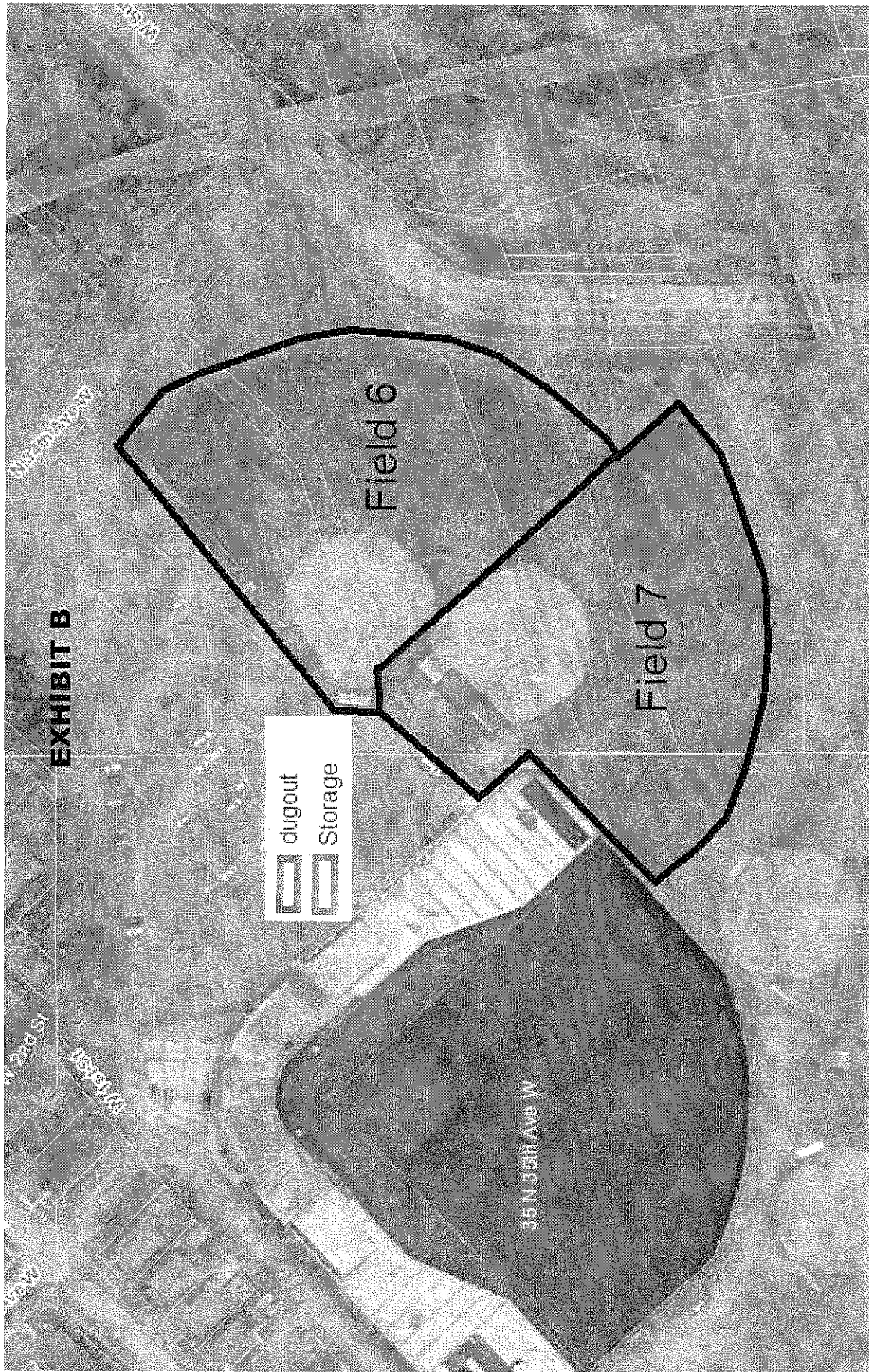
\_\_\_\_\_  
City Attorney

# EXHIBIT A

WADE STADIUM  
DULUTH, MN

- KEY
- A - Advertising Space 76
  - B - Playing Field
  - C - Stadium Grandstand
  - D - Joint Use Facilities
  - E - Storage Area
  - F - Huskie's Office Space
  - G - Visiting Team Clubhouse
  - H - Concession Area
  - I - Home Team Clubhouse





**EXHIBIT B**

# EXHIBIT C

**Denfield Baseball Invoice (Wade Stadium)**

Date	Event	Time	Rate	Cost
3/23/2018	Practice	7:00-9:00p	\$85.00	\$170.00
3/26/2018	Practice	4:00-6:00p	\$85.00	\$170.00
3/29/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/3/2018	Practice	1:00-3:00p	\$85.00	\$170.00
4/5/2018	Practice	7:00-9:00p	\$85.00	\$170.00
4/6/2018	Practice	4:00-6:00p	\$85.00	\$170.00
4/11/2018	Game	4:00-6:00p	\$290.00	\$290.00
4/17/2018	Game	4:30-7:30p	\$290.00	\$290.00
4/13/2018	Practice	7:00-9:00p	\$85.00	\$170.00
4/16/2018	Practice	4:00-6:00p	\$85.00	\$170.00
4/19/2018	Practice	7:00-9:00p	\$85.00	\$170.00
4/20/2018	Game	4:30-6:30p	\$290.00	\$290.00
4/21/2018	Game	11:00-2:00p	\$265.00	\$265.00
4/23/2018	Practice	4:00-6:00p	\$85.00	\$170.00
4/27/2018	Practice	7:00-9:00p	\$85.00	\$170.00
5/2/2018	Practice	4:00-6:00p	\$85.00	\$170.00
5/7/2018	Game	4:30-7:30p	\$290.00	\$290.00
5/8/2018	Game	6:30-9:30p	\$290.00	\$290.00
5/9/2018	Practice	7:00-9:00p	\$85.00	\$170.00
5/10/2018	Game	4:30-7:30p	\$290.00	\$290.00
5/14/2018	Game	4:00-7:00p	\$290.00	\$290.00
5/16/2018	Game	4:30-7:30p	\$290.00	\$290.00
5/22/2018	Game	7:00-10:00p	\$290.00	\$290.00
5/23/2018	Practice	4:00-6:00p	\$85.00	\$170.00
5/24/2018	Game	3:30-6:30p	\$290.00	\$290.00
5/28/2018	Practice	4:00-6:00p	\$85.00	\$170.00
5/29/2018	Game	All day		
5/30/2018	Practice	4:00-6:00p	\$85.00	\$170.00
6/1/2018	Practice	4:00-6:00p	\$85.00	\$170.00
6/12/2018	Practice	4:00-6:00p	\$85.00	\$170.00
Total				\$4,695.00

Tentative date (conflict with potential Duluth Huskies/Mankato Moondogs game)

**Denfield Softball Invoice (Wade 6 & Wade 7)**

Date	Event	Time	Rate	Cost
4/14/2018	Varsity Game	11:00-12:30p	\$25.00	\$25.00
4/14/2018	JV Game	12:30p-2:00p	\$25.00	\$25.00
4/19/2018	Varsity Doubleheader	4:30-7:30p	\$25.00	\$25.00
4/19/2018	JV Doubleheader	4:30-7:30p	\$25.00	\$25.00
4/24/2018	Varsity Game	4:30-6:00p	\$25.00	\$25.00
4/24/2018	JV Game	4:30-6:00p	\$25.00	\$25.00
4/27/2018	Varsity Game	4:30-5:45p	\$25.00	\$25.00
4/27/2018	JV Game	5:45-7:30p	\$25.00	\$25.00
5/4/2018	Varsity Game	4:30-6:00p	\$25.00	\$25.00
5/4/2018	JV Game	4:30-6:00p	\$25.00	\$25.00
5/7/2018	Varsity Game	4:30-6:00p	\$25.00	\$25.00
5/8/2018	Varsity Game	4:30-5:45p	\$25.00	\$25.00
5/8/2018	JV Game	5:45-7:30p	\$25.00	\$25.00
5/10/2018	Varsity Game	4:30-6:00p	\$25.00	\$25.00
5/10/2018	JV Game	4:30-6:00p	\$25.00	\$25.00
5/18/2018	Varsity Game	4:30-6:00p	\$25.00	\$25.00
5/18/2018	JV Game	4:30-6:00p	\$25.00	\$25.00
Total				\$450.00

Baseball and Softball Total	
Baseball Total	\$4,920.00
Softball Total	\$450.00
Subtotal	\$5,370.00
Total	\$5,370.00

**Denfield JV Baseball (Wheeler 5)**

Date	Event	Time	Rate	Cost
4/12/2018	Game	4:30-6:00p	\$25.00	\$25.00
4/20/2018	Game	4:30-6:00p	\$25.00	\$25.00
5/7/2018	Game	4:30-6:00p	\$25.00	\$25.00
5/8/2018	Game	6:30-8:00p	\$25.00	\$25.00
5/10/2018	Game	4:30-6:00p	\$25.00	\$25.00
5/12/2018	Game	10:30-12:00p	\$25.00	\$25.00
5/16/2018	Game	4:30-6:00p	\$25.00	\$25.00
5/21/2018	Game (Wade 6)	4:30-6:00p	\$25.00	\$25.00
5/24/2018	Game	3:30-5:00p	\$25.00	\$25.00
Total				\$225.00

## EXHIBIT D

# WADE STADIUM USAGE GUIDELINES

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It is the responsibility of the field representative and/or individual identified as the person on the permit to enforce the rules and regulations regarding the conduct of the group while using Wade Stadium. These rules include, but are not limited to:

### PRACTICE/BATTING PRACTICE/INFIELD DRILLS

- A hitting mat is to be used in the batters' and catchers' boxes during batting practice and all non-game/scrimmage situations.
- Protective matting is to be used in the catchers' area of bullpens.
- A pitching platform is to be used by the pitcher during batting practice
- Protective matting is to be used by hitters during practice and "infield" drill
- Move repetitive drills to various areas of the field to minimize wear patterns

### FOOTWEAR

- Clean (free of mud) athletic shoes are required.
- **In all game and non-game situations only plastic or molded spikes may be worn by players.**

### FOOD & BEVERAGES

- No food including sunflower seeds, peanuts, gum or any form of tobacco are allowed on the turf surface.
- No sunflower seeds in the seating area, dug-outs or on the field. Users will be held responsible for sunflower seeds getting on to the turf surface as a result of their usage of the field, which could include a fine and responsibility for repair of damage to the turf field system.
- Please do not spit on artificial turf
- Clear water in bottles or coolers with water are the only beverage permitted on the field. Absolutely no coffee, soda pop, alcohol, or colored drinks including sport drinks are permitted on the field
- No glass containers allowed on turf

### FIELD CARE

- Groups shall inspect the fields/facility prior to and subsequent to each use to determine whether condition are safe and/or appropriate for any intended use. Groups shall promptly advise the Manager of any unsafe/dangerous condition.
- Field use begins and ends at the times stated on the permit, including inspections, set-up and clean-up. Groups are not allowed on the fields prior to the start time stated on the permit and are required to exit the fields and have adjacent areas cleaned up at the ending time indicated on the permit.
- Property boundary walls and fences are not to be used as backstops at any time. No hitting or kicking balls into backstops or fences. No climbing of fences.
- No unauthorized tents, chairs, or shade structures will be allowed on the turf surface.
- Only free standing field markers and sports equipment may be used on the turf surface. No stakes, posts, poles, or markers of any kind may be driven into the turf surface.
- Wheeled devices, including but not limited to motorized vehicles, bikes, wagons, inline skates, scooters and skateboards are not allowed on the turf.
- No paint, chalking, tape or other adhesive material is permitted without prior approval.
- Golfing or other non-authorized use is prohibited on the turf surface.
- Animals are NOT ALLOWED inside the turf area. (Official guide or therapy animals on duty allowed.)

### WASTE/CLEAN-UP

- Disposal of recyclables must comply with the City's and Western Lake Superior Sanitary District (WLSSD)'s reasonable guidelines relating to recycling, energy efficiency and maintenance of the premises. A copy of the current guidelines is attached to this Exhibit C.
- Please dispose of all garbage in trash cans.

**EXHIBIT E****City of Duluth Incident/Injury Report**

**Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).**

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Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought:	<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
---	--

Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date employer notified of injury: _____	Date employer notified of lost time: _____
First date of any lost time: _____	Return to work date: _____ RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Describe the nature of the illness or injury. Be specific. Include body parts affected.

Describe the activities when injury occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	

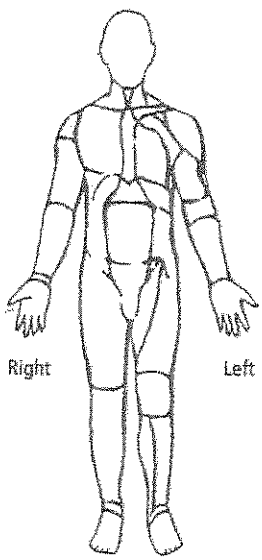
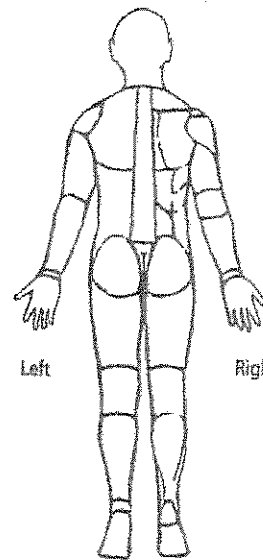
Names and phone numbers of witnesses:

Incident was a result of:  safety violation  machine malfunction  product defect  motor vehicle accident  N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

**City of Duluth Incident/Injury Report**

<p><b>CAUSE</b></p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p><b>TYPE OF INJURY</b></p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p align="center"><b>MARK AREAS OF INJURY BELOW:</b></p> <p align="center">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p><b>Front</b></p>  </div> <div style="text-align: center;"> <p><b>Back</b></p>  </div> </div>
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**COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE**

**For vehicle accidents:** Attach sketch and additional information of how vehicle accident occurred.  
 Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____	
<b>City vehicle, property, or equipment involved</b>	Description: _____		
	Vehicle #: _____	Make/Model: _____	Year: _____
	Describe damage: _____		
<b>Non-city vehicle, property, or equipment involved</b>	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address: _____		
	Owner phone number: _____	Vehicle license #: _____	
	Make/Model: _____	Color: _____	Year: _____
	Describe damage: _____		
<b>Weather conditions:</b>	<b>Roadway conditions:</b>	<b>Light conditions:</b>	Approximate temperature: _____ °F
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

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

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

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

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

## **Cancellation Policy Wade Stadium and Wheeler Field Athletic Complex**

### **Inclement Weather Field Closures**

The City of Duluth’s Buildings & Grounds Maintenance Supervisor or designee reserves the right to close Wade and Wheeler facilities/fields due to inclement weather. In case of inclement weather, the scheduled field/facilities are not to be used. Be aware that if organizations use the field/facility during inclement weather, you and your organization will be held responsible for any and all damages that may occur as a result of such use including repair costs and lost revenue due to prolonged closure. It is the user group’s responsibility to call the League Hotline at (218) 730-4321 to verify field closures.

### **Payments/Refund Policy**

All payment of fees must occur before use of the Facility.

### **General Refund Criteria**

<b>Type Of Refunds:</b>	<b>Refund</b>
Use of facilities/field rental cancelled by City’s Buildings & Grounds Maintenance Supervisor as a result of field conditions.	100% refund
Use of facilities/field rental cancelled by User Group.	Refund to be issued: <ul style="list-style-type: none"> <li>• 30 days or more prior to first day of use – 100%</li> <li>• 14-29 days prior to first day of use – 50%</li> <li>• Less than 14 days prior to first day of use – No refunds except cancellations due to Cold Weather Game Day Policy shown below.</li> </ul>
Use of facilities/field rental cancelled due to Cold Weather Game Day Policy. Applies to games and practices.	100% refund

**Cold Weather Game Day Policy:**  
 It is recommended that all conference games will not be started if the “feels like temperature” is at or below 32 degrees Fahrenheit. The official source for the “feels like temperature” is [www.weather.com](http://www.weather.com). The game may still be played if both coaches are in agreement, but the “feels like temperature” is not reached. Once a game is started, the umpire-in-chief along with the on-side administrator will be the judge as to the suspension, resumption or termination of the play due to poor weather.

# EXHIBIT G

## Spring Rental Rates

(March 1-June 11)

### 2-7 INNINGS

Double Header	\$400.00
Single Game	
Day	\$215.00
Evening (begins at 3:30PM)	\$240.00

### 9 INNINGS

Double Header	\$490.00
Single Game	
Day	\$265.00
Evening (begins at 3:30PM)	\$290.00

<u>All Day Tournament</u>	\$580.00
<u>Per Hour</u>	\$85.00

## Summer Rental Rates

(June 12-October 31)

### 2-7 INNINGS

Double Header	\$265.00
Single Game	
Day	\$140.00
Evening (begins at 5:00PM)	\$155.00


### 9 INNINGS

Double Header	\$300.00
Single Game	
Day	\$165.00
Evening (begins at 5:00PM)	\$190.00

<u>All Day Tournament</u>	\$500.00
<u>Per Hour</u>	\$65.00

# Memorandum

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

**From:** Dave Spooner   
Manager of Facilities

**Date:** March 19, 2018

**Re:** Annual Extension for Quote #4259 District-Wide Flooring Installation Labor

Quote #4259 District-Wide Flooring Installation Labor was previously approved by the School Board with the option to extend for two additional one-year periods if the amount was determined to be acceptable by the Director of Business Services and the Manager of Facilities.

**Quote #4259 – EXTENSION District-Wide Flooring Installation Labor**  
Second Year of Contract (First of Two Renewable Years)  
Johnson's Carpet One – Total Annual cost estimated at \$6,300.00

## Recommendation

I recommend approval of the Quote #4259 – EXTENSION District-Wide Flooring Installation Labor. After review and if you concur, please sign both copies and return them to the Facilities Management office for processing. A yearly cost comparison is attached for each contract for your reference.

Attachments

**COMPARISON**  
**FLOORING INSTALLATION LABOR**  
 July 1, 2018 through June 30, 2019

		FY19		FY18		FY17		FY16		FY15		FY14		FY13	
	change	Quote #4259	Quote #4259	Quote #4168	Quote #4168	Quote #4168	Quote #4168	Quote #4168	Quote #4168	Quote #4168	Quote #4168	Quote #4077	Quote #4077	Quote #4077	Quote #4077
	from FY18	2nd Year	2nd Year	3rd Year	3rd Year	3rd Year	2nd Year	2nd Year	2nd Year	2nd Year	2nd Year	3rd Year	3rd Year	2nd Year	2nd Year
Hourly Rate	1.7%	\$63.00	\$61.95	\$55.17	\$55.17	\$55.17	\$55.17	\$55.17	\$54.62	\$54.62	\$54.62	\$54.62	\$54.62	\$53.71	\$53.71
Total Annual Amount of Quote	1.7%	\$6,300.00	\$6,195.00	\$5,517.00	\$5,517.00	\$5,517.00	\$5,517.00	\$5,517.00	\$5,462.00	\$5,462.00	\$5,462.00	\$5,462.00	\$5,462.00	\$5,371.00	\$5,371.00

# CONTRACT

## FLOORING INSTALLATION LABOR

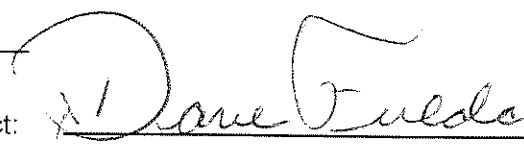

### Quote #4259

Second Year of Contract (First of Two Renewable Years)  
 for the period of July 1, 2018 through June 30, 2019 (FY19)  
 Independent School District No. 709

Contractor:	<b>Johnson's Carpet One</b>		
Contact:	Richard Meyer		
Address:	5611 Grand Avenue, Duluth, MN 55807		
Phone:	218-628-2249	fax 218-628-2132	
Correspondence Email Address:	KSeverin@Johnsoncarpetone.com		
Emergency Contact & Phone Number:	Kyle Severin 218-628-2249		

	FY18 <i>First Year</i>	FY19 <b>Second Year</b>	FY20 <i>Third Year</i>
<b>REGULAR HOURLY RATE</b>			
INSTALLER	\$61.95	<b>\$63.00</b>	

*(1.7% increase over FY18 contract)*

Insurance Received:	_____	
Acceptance of 2018/2019 Contract:	 _____ <small>signature</small>	3/14/18 _____ <small>date</small>
ISD 709, Doug Hasler	 _____ <small>signature</small>	03/20/18 _____ <small>date</small>

Date: March 14, 2018

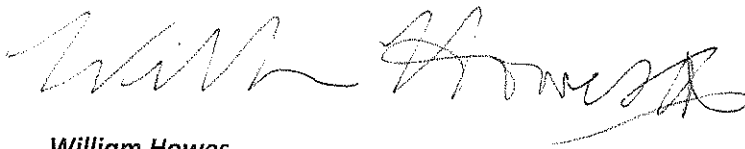
To: Doug Hasler - Director of Business Services

From: William Howes  
Coordinator - Office of Education Equity

Subject: **Amendment to Contractor Agreement with Brigette Eckwood**

Refer to *Brigette Eckwood Agreement of February 8, 2018*

We are requesting to increase the "not to exceed" amount within the existing contract from \$350.00 to \$800.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract.



**William Howes**  
Coordinator - Office of Education Equity

OK  
DH  
03/16/18



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th day of February, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Brigitte Eckwood, 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 8, 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 "Drill Team" dance presentations and workshops as learning opportunities for staff and students during and after 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 at a rate of \$350.00 per performance, up to a sum not to exceed \$350.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 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 to: Brigette Eckwood, 1401 E 2nd St., Duluth, MN 55805 phone: 218.355-0851.

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.

Brian E. Egan \_\_\_\_\_ 2/9/18  
Contractor Signature SSN/ Tax Identification Number Date

Aaron Belisera \_\_\_\_\_ 2/9/18  
Initiator - (Contact with questions) Date

[Signature] \_\_\_\_\_ 2/9/18  
Program Director Date

[Signature] \_\_\_\_\_ 2/9/18  
Director of Curriculum and Instruction Date

[Signature] \_\_\_\_\_ 2/26/18  
Director of Business Service / Superintendent of Schools 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 **March 23, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Lester Park ECFE** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 1.5 hours (90 minutes) per day, 1 day per week, and up to 7 days.
  2. The AGENCY shall perform these services at: **5300 Glenwood St, Duluth, MN 55804.**
  3. The approximate date the service will begin is, **April 18, 2018** and shall not extend beyond **May 30, 2018**; the contract not to exceed a total of **7 Days** (1 Days per Week) and a total cost up to **\$130.00** (\$130.00 - 1 time per year)
  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 C. Hark*  
C.F.O. Executive Director of Business Services

Date 03/30/18

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

By *Justie Ward*  
Director

UNIVERSITY OF MINNESOTA  
  
FOURTH AMENDMENT TO  
USE AND SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO USE AND SERVICES AGREEMENT (the "Amendment") is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "University"), and Duluth Public Schools ISD 709, a Minnesota public school district ("Licensee").

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016 and a Third Amendment dated February 27, 2017 (the "Agreement"), providing for Licensee's use of the Robert F. Pierce Speech-Language-Hearing Clinic (the "Clinic") on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee's clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2018 and ending June 30, 2019, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee's clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee's request to renew.
4. The License Fee for the annual renewal beginning July 1, 2018 will be \$121.55 per month and the Calibration Fee will be \$291.67 per month. The Fee for Secretarial Services \$517.63 per month. All other fees remain unchanged.
5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.
6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy.

7. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By:

By:

\_\_\_\_\_



Name: Jon Dostal  
Title: Assistant Director  
Leasing & Facility Management

Name: Douglas A. Hasler  
Title: CFO

Date:

Date: 03/23/18

\_\_\_\_\_

\_\_\_\_\_



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of March, 2018, by and between Independent School District #709, a public corporation, hereinafter called DISTRICT, and Lakeview Christian Academy, an independent contractor, hereinafter called LCA.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby LCA will lease the track located at Central High School.

The terms and conditions of this Agreement are as follows:

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

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

2. **Use.** LCA will use and occupy the Premises, just as they are, during the hours of 3:30 pm to 5:30 pm, Monday through Fridays, on the following date(s): March 19, 2018 to June 7, 2018, for the following purpose(s):

Use of Central High School track facility, track practice

3. **Rent.** LCA agrees to pay to the DISTRICT as a flat rate for the Premises the sum of two thousand and no/100 dollars, to be paid within thirty (30) days of its receipt of a fully executed copy of this Agreement. Rent is for approximately fifty days of use at forty dollars per day.
4. **Snow.** The track, if covered by snow, may be cleared by the DISTRICT at the rate of fifty dollars per hour if the DISTRICT has staff available. LCA will notify the DISTRICT if this option will be needed. LCA agrees to pay any fees related to snow removal/clearing if they request removal. DISTRICT will invoice LCA and payment will be due within thirty days of receipt of the invoice.
5. **Storage.** LCA may utilize the garage for storage, but will not hold the DISTRICT accountable for items that are stolen or vandalized.
6. **Keys.** LCA will be required to go to the Facilities Department at DISTRICT and complete a key application form. LCA will be issued keys to both the gates for traffic on the road entrance to the Premises as well as the gate for the track/field. LCA agrees not to borrow these keys to anyone other than those responsible for running the track activities. If keys are misplaced or lost, LCA agrees to notify the DISTRICT as soon as possible.
7. **Secure the Premises.** LCA agrees to secure, daily, both the gates for traffic on the road entrance to the Premises as well as the gate for the track/field when they are done using the Premises.

- 8. 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. The DISTRICT will issue LCA a refund for approximate days not used based on fifty days of use at forty dollars per day.
- 9. Quiet Possession.** DISTRICT promises that upon paying rent and performing the promises contained herein, LCA will peacefully and quietly have, hold, and enjoy the Premises for the entire term specified above.
- 10. Assignment or Sublease.** LCA will not assign this Agreement or sublet the Premises without the consent of the DISTRICT.
- 11. Surrender of Premises.** LCA will, at the expiration of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the DISTRICT in the same good condition that existed when it took them, normal wear and tear and damage from fire, casualty and the elements excepted. All keys will be returned to the Facilities Department at the DISTRICT at the end of this agreement.
- 12. Indemnification - LCA.** LCA agrees to hold the DISTRICT harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability, occurring on the Premises, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the DISTRICT, its agents, employees or representatives.
- 13. Indemnification – DISTRICT.** DISTRICT agrees to hold LCA harmless and indemnify it from liability for claims for bodily injury or property damage, including personal injury liability, occurring on or about the Premises or building of which Premises is a part, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of LCA, its agents, employees, representatives and/or volunteers who are under the direction and the control of LCA.
- 14. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to LCA:           Lakeview Christian Academy  
                           Attn.: Amy Ojard, Activities Director Lakeview Christian Academy  
                           155 W Central Entrance  
                           Duluth, MN 55811  
                           Facsimile No: 218-722-7850  
                           E-mail: amy.ojard@lcaduluth.org

If to the DISTRICT: Independent School District #709  
 Attn: Douglas A. Hasler, CFO  
 215 N 1st Ave E, Room 215  
 Duluth, MN 55802  
 Facsimile No.: 218-336-8909  
 E-mail: douglas.hasler@isd709.org

- 15. Amendments.** This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.
- 16. Non-Waiver.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
- 17. Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.
- 18. Insurance.** LCA shall not utilize property until they have obtained all the insurance described below and the DISTRICT has approved such insurance. LCA shall maintain such insurance in force and effect throughout the term of the contract:

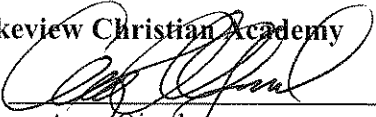
**Commercial General Liability:** LCA is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the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

- a. ISD 709 must be listed as certificate holder and additional insured
  - i. Can either be listed in the description or the Add'l Insured box is checked
- b. COI must be for general liability (not marine or auto)
- c. The occurrence box must be checked
- d. Certificate holder should state ISD 709 and district address (215 N 1st Ave E, Duluth, MN 55802)
- e. ISD 709 requires \$1M in insurance coverage (can be policy + umbrella to reach this amount)


**Workers' Compensation Insurance:** LCA must provide Worker's Compensation insurance for all its employees.

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

**Lakeview Christian Academy**

By:   
Name: Amy Ojard  
Title: Activities Director  
Date: 3/19/18

**Independent School District #709**

By:   
Name: Douglas A. Hasler  
Title: CFO, Executive Director, Business Services  
Date: 3/20/18



**MEMORANDUM OF UNDERSTANDING  
BETWEEN COMPANIES TO CLASSROOMS  
AND INDEPENDENT SCHOOL DISTRICT #709**

- I. Parties:** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made, and entered into, by and between the Companies to Classrooms Duluth, a non-Profit corporation (“C2C”), and the Independent School District #709, a public corporation (“DISTRICT”).
- II. Purpose:** The purpose of this MOU is to provide C2C with space to store and distribute excess supplies and furniture to educators, free of charge, to better serve the needs of DISTRICT staff, and other area educators.
- III. Term:** This MOU is effective upon the date executed by the duly authorized representatives of the parties, and will remain in effect for a period of one (1) year with the option to extend annually by mutual agreement by both parties in writing. This MOU may be terminated, without cause, by either party upon 60 days written notice, such notice to be delivered by hand or by certified mail (see section #11).
- IV. C2C Responsibilities:**
1. Make excess supplies and furniture available to DISTRICT and area educators free of charge.
  2. Volunteers will park in any of the DISTRICT lots, excluding the alley and visitor parking.
  3. Volunteers will use their DISTRICT IDs to enter HOCHS.
  4. Volunteers will wear DISTRICT IDs while in HOCHS.
  5. Communicate HOCHS entry protocol and parking to patrons.
  6. Operate its store from space designated by the DISTRICT in HOCHS. See EXHIBIT A.
  7. Maintain store hours not to exceed 3 hours per day, 3 days per week when HOCHS is in operation, unless additional hours and/or days are approved by the authorized representative of the DISTRICT.
  8. C2C staff will only access HOCHS between the hours of 7 a.m. – 7 p.m., Monday through Friday, when HOCHS is open (excludes holidays, snow days, etc.), unless otherwise arranged ahead of time.
  9. Inform the DISTRICT of its established hours of operation and/or changes to such hours with at least a 10 day notice by completing the “Application for Use of School Facility” and submitting to Business Services, Room 215.
  10. Provide responsible and reliable staff to operate its store and supervise store patrons.

11. Exercise reasonable care to safeguard any real or personal property of the DISTRICT which is located proximate to the space designated for its use.
12. C2C staff will not use any DISTRICT electric or motorized lifting devices. Pallet jacks are okay to use after training has been received.
13. Notify the DISTRICT, in a timely manner, when the loading dock area will be needed for large or heavy deliveries.
14. Will not make any changes or alterations to their designated space in HOCHS (see EXHIBIT A) without prior written consent.
15. Will keep their designated space neat and orderly, and utilize garbage cans for everyday use in their area.
16. Will dispose of shipping or large packing materials in the DISTRICT dumpsters located in the alley behind the HOCHS building.
17. Will follow building standards for recycling; aluminum, plastic, paper and boxes. C2C may use the recycle bin directly outside their space.
18. Reimburse the DISTRICT when C2C operates its 'store' during days when HOCHS is not regularly open (weekends). C2C agrees to reimburse the DISTRICT at the rate of \$40/hour multiplies by the number of hours open.
19. Maintain a commercial general liability coverage limit of \$1,000,000 per occurrence to indemnify the school district and hold it harmless from any liability such as (but not limited to) personal injury, death or property damage. C2C will:
  - a. List the DISTRICT as a certificate holder and additional insured, and
  - b. Have the certificate of insurance sent annually to the DISTRICT authorized representative (see section #11).

**V. DISTRICT Responsibilities:**

1. Designate space at HOCHS for the use of C2C to store and distribute excess supplies and furniture. Such space will represent approximately 2,190 square feet. See EXHIBIT A.
2. Provide two keys for the small room located within C2C's space. See EXHIBIT A.
3. Allow access to the loading dock for receiving or distribution of specific items that are too large or heavy to travel the public route.
4. Allow C2C to enter HOCHS between the hours of 7 a.m. – 7 p.m., Monday through Friday, on days that HOHCS is open (excludes holidays, snow days, etc.).
5. Allow access into HOCHS for patrons when C2C is open for business.
6. Provide a phone line for C2C staff use in the space designated for C2C.
7. Provide for a voicemail box for C2C at a cost of \$50/year to C2C.
8. Deliver and pick up USPS mail when C2C is open.
9. Provide parking for C2C volunteers and non-DISTRICT store patrons.
10. Provide DISTRICT ID badges and parking decals for C2C volunteers.
11. Maintain space in a manner consistent with cleaning standards established for HOCHS to include sweeping, mopping, vacuuming and trash.

12. Invoice C2C when charges occur, including annual voicemail charges and any days HOCHS is opened specifically for C2C business.
13. Include C2C in the District directory.

- VI. **Liability for Loss:** C2C acknowledges that the DISTRICT is not responsible for any loss or damage to C2C property which is stored in the space designated for its use.
- VII. **Relationship between the Parties:** The Parties expressly acknowledge that nothing in this MOU is intended nor may be construed to create an employer/employee or joint venture relationship between the parties.
- VIII. **Entire Agreement:** This MOU sets forth and constitutes the entire agreement between the parties with respect to the subject matter as of the date hereof, and supersedes any and all prior agreements or understandings concerning this subject matter.
- IX. **Waiver:** The failure of any Party to insist in any one or more instances upon the performance of the terms, covenants, or conditions of this MOU and to exercise any rights hereunder will not be construed as a waiver or relinquishment of future performance of any such term, covenant, or condition or the future exercise of such right. The obligations of the other Party with respect to such future performance will continue in full force and effect.
- X. **Assignment Prohibited:** No Party may assign this MOU without the prior written consent of the other Party.
- XI. **Notices** Unless otherwise specified in this MOU, any reporting obligations or notices required of any party will be addressed as follows:

**Designation of Authorized Representative for C2C:**  
 Duluth Public Schools  
 Attn: Mary Streufert, Companies to Classrooms Duluth  
 215 N 1<sup>st</sup> Ave. E.  
 Duluth, MN 55802

**Designation of Authorized Representative for DISTRICT:**  
 Independent School District #709  
 Duluth Public Schools  
 Attn: Douglas Hasler, Room 215  
 215 N. 1<sup>st</sup> Ave. E.  
 Duluth, MN 55802

In Witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**COMPANIES TO CLASSROOMS**

By: Mary Streufert

Print Name: Mary Streufert

Title: Board Chair

Date: 3-20-18

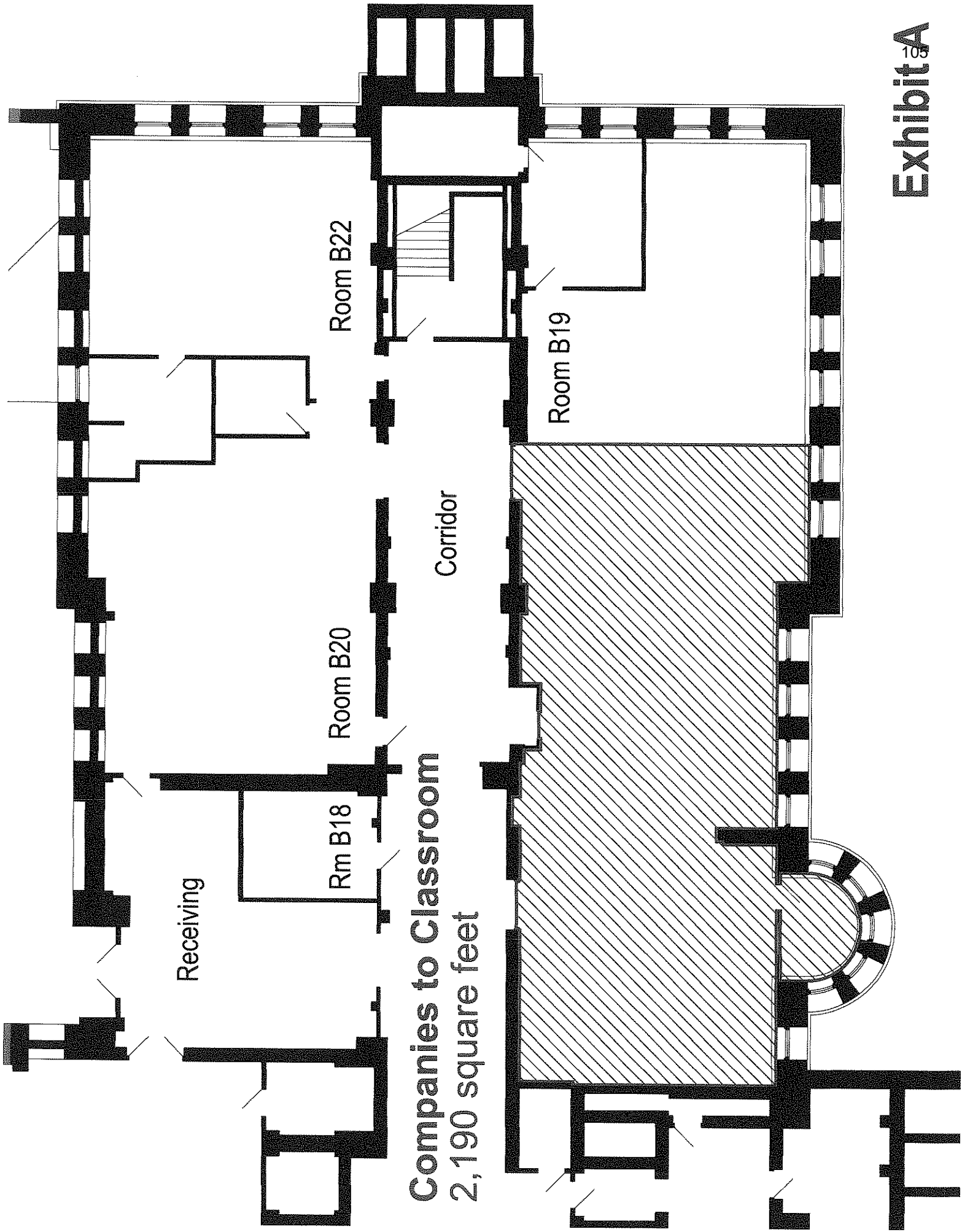
**INDEPENDENT SCHOOL DISTRICT #709, DULUTH PUBLIC SCHOOLS**

By: Douglas A. Hasler

Print Name: Douglas A. Hasler

Title: CFO, Executive Director

Date: 03/20/18



**Companies to Classroom**  
2,190 square feet

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

- In the past month the Facilities maintenance crews have completed 312 work orders, and are currently working on 559 open work orders.
- Facilities maintenance trade crews are currently scheduled at East High School.
- A thorough cleaning along with some damaged plaster repair will occur starting July 30<sup>th</sup> in the LPMS pool.
- The District is currently working to finalize an agreement with Greg Follmer to represent us in our commercial property sales.
- A draft is being reviewed by District Leadership regarding energy conservation in District buildings.
- A draft is being reviewed by District Leadership regarding the use of personal appliances in the classroom.
- Timelines are being discussed and plans made to move staff from the Barnes area of Lowell to allow for further expansion of Immersion programs.
- Building mechanical information was provided to staff that are scheduling summer school, giving them information of what rooms and in what areas of each site to use for summer programs to allow us to minimize our energy consumption and do our best to conserve energy.
- The District is working with the City of Duluth with regard to the sale of 23 acres of Hartley property.
- Much time was spent determining budget reduction options, impacts, and LTFM funding shift criteria.

**Capital Construction:**

- A construction update for the Lakewood roof project which will start in May was emailed to School Board members on March 30<sup>th</sup>.
- The OEMS gym floor and gym curtain renovation and replacement project will occur July 23<sup>rd</sup> to August 24<sup>th</sup>. The construction will be completed by Anderson Ladd, Inc. and procured from the NJPA contract. The total cost will be roughly \$80,000.00. This budget amount will be updated in the annual LTFMR plan brought forth in this Mays School Board meeting.

**Building Operations**

- Currently, Operations have two maintenance custodian positions that have closed and are pending interviews. In addition three custodial positions will be opened and filled.
- Our new fireperson II's successfully completed their Certified Pool Operators class. They are now assisting their building engineers in maintaining safe and sanitary pools.
- A critical time for operations crews are during school breaks with no students or staff. Our Operations crews clean our schools with a strict schedule and tight staffing on a nightly basis. This does not change during our time without any students and staff. While spring break is upon us, we use this time to tackle demanding and technical cleaning tasks. We capitalize on the extra time to thoroughly clean all areas of the building. Although we may not be able to complete significant maintenance or cleaning projects until summer time, we can still bring our site back up to a standard we are proud of.

**Environmental/Health/Safety**

- Hoist inspections were completed district wide. Repairs were made to the safety devices on the auto lift at Denfeld.
- RPZ (backflow preventer) inspections were completed as required. The list of RPZ's was updated to match what we have in service along with notations.
- Tire swing parts and swing parts were ordered to repair worn equipment on three elementary playgrounds that was found during the last inspection.
- Asbestos samples were taken from assumed material in two locations at HOCHS to determine if the material is asbestos containing material or not. The first samples from the ceiling tiles in the board room came back negative for asbestos related material.
- Attended Congdon Park's safe route to schools meeting.
- PPE- Gloves were ordered for Denfeld science classes.
- The four gas monitors for confined space entry were repaired and updated for use. One unit had a faulty sensor. The sensors typically have a 2 year lifespan.
- Choking prevention posters were ordered and installed per food service requirements.
- Playground checks were done during melt/thaw conditions to monitor the risk on playgrounds and certain equipment. Although we have some hard packed areas, it wasn't enough to keep kids off of the equipment.
- An odor in the gym office at Congdon is being investigated. There is an unpleasant, but non-hazardous, smell coming from the gym office area.

**Emergency Response**






- Radios – Between Rockridge and several other schools we were able to replace broken radios with new ones for a lower price due to consolidated ordering of over 12 radios.
- Rockridge is scheduled to install the radio base station next month.
- E-kit replacement/expired items were shipped and installed in the E-kits district wide.

**Workers' Compensation Activities**


- OSHA Recordables for the month: 6
- First report of injuries: 26
- 6 recordables. 5 of which resulted in days away from work. 2 concussions.
  - Student bite to right index finger
  - Slipped on ice dislocating/fracture shoulder
  - Slipped in parking lot, hit head on ice
  - Hit by student, pain in right arm
  - Slipped in hallway, head and neck pain
  - Turned while moving dishes, knee pain
  - Slipped on floor, toe, back, hand bruising

## ISD 709 Legislative Platform Priorities for 2017-18


### Special Education / New Special Education Formula

- 
  - H.F. 4306 (Thissen) - Special education program funding increased, and literacy aid eliminated.
    - Senate Companion Bill – None
    - 03/29/18 – Introduction, first reading and referred to Education Finance
  
- 
  - H.F. 4260 (Davnie) – Forecasted positive general fund balances required to be allocated to restore the special education aid payment percentage.
    - Senate Companion Bill – S.F. 3351 (Rest)
    - 03/28/18 – Introduction, first reading, referred to Education Finance
  
- 
  - H.F. 4272 (Knoblach) – A bill for an act relating to education finance; providing for special education equity aid; appropriating money
    - Senate companion S.F. 3861 (Relph)
    - 03/29/18 – Introduction, first reading, referred to Education Finance
  
- 
  - H.F. 4238 (Bennett) - Special education cooperatives statutory definition provided.
    - Senate Companion Bill – None
    - 03/26/18 – Introduction, first reading and referred to Education Finance
  
- 
  - H.F. 4208 (Davnie) - A bill for an act relating to education finance; creating a state fund to pay for unreimbursed special education costs; requiring a report; appropriating money
    - Senate companion bill S.F. 3807 (Davnie)
    - 03/22/18 – Introduction, first reading, referred to Education Finance
  
- H.F. 2846 (Christensen) - Special education working group established; report required
    - Companion Senate Bill S.F. 2698 (Pratt)
    - 03/08/18 - Committee report, to adopt as amended and re-refer to Education Finance
  
- Resolution to Fully Fund Special Education Services (MN) - MSBA
    - 03/05/18 - more than 170 school districts have passed resolutions (see map)
  
- Resolution to Fully Fund Special Education Services (Federal) - MSBA
    - 03/05/18 - more than 170 school districts have passed resolutions (see map)



### Equity through School Based Early Education Programs




- 
 ● H.F. 3658 (Wagenius) - Universal voluntary prekindergarten funded.
  - Senate Companion Bill – S.F. 3626 (Dibble)
  - 03/12/18 – Introduction, first reading, referred to Education Innovation Policy
- H.F. 3328 (Kresha) - Child eligibility for the early learning scholarship program modified, administration of the early learning scholarship program modified, targeted home visiting program established for high-risk populations, and money appropriated
  - Senate Companion Bill - S.F. 3013 (Eichorn)
  - 03/05/18 - Introduction, first reading; referred to Education Innovation Policy
  - 03/15/18 – Motion to recall and re-refer, motion prevailed Education Finance

### Former Duluth Central High School


- 
 ● H.F. 3898 (Olson) - Duluth Central High School construction materials exemption provided.
  - Senate Companion Bill – S.F. 3124 (Simonson)
  - 03/12/18 – Introduction, first reading, referred to Taxes
- 03/12/18 - Email to MN Senator Erik Simonson to reconfirm support for private development sales and use tax exemption authorization
  - FYI: S.F. 3573 (Reinert) and H.F. 3926 (Simonson) from the 2015-16 session

### Mental Health Professionals

- Safe and Secure Schools Act to Protect MN Children and Reduce Gun Violence by Gov. Dayton
  - Article
  - Facts
  - Additional Funding
- 
 ● H.F. 4260 (Davnie) - Forecasted positive general fund balances required to be allocated to restore the special education aid payment percentage.
  - Senate Companion Bill – S.F. 3351 (
  - 03/28/18 Introduction, first reading, referred to Education Finance
- H.F. 4201 (Omar) - School counselor required in every school.
  - Senate Companion Bill – S.F. 3606 (Dziedzic)
  - 03/22/18 – Introduction, first reading, referred to Education Innovation Policy
- 
 ● H.F. 4198 (Bennett) - School-linked mental health telemedicine grants funding provided, report required, and money appropriated.
  - Senate Companion Bill – S.F. 3679
  - 03/22/18 – Introduction, first reading, referred to Health and Human Services Finance

- 
  - H.F. 3378 (Davnie) - Children's school-linked mental health grant funding provided, and money appropriated.
    - Senate Companion Bill – S.F. 2815 (Clausen)
    - 03/05/18 - Introduction, first reading, referred to Health and Human Services Finance
  
- 
  - H.F. 3085 (Loon) - Qualified providers of mental health services clarified for innovative mental health grants to intermediate school districts.
    - Senate Companion Bill – S.F. 3049 (Anderson, P)
    - 02/26/18 - Introduction, first reading, referred to Education Finance
  
- 
  - H.F. 967 (Halverson) - Voluntary school social worker aid program funding provided, and money appropriated.
    - Senate Companion Bill – S.F. 535 (Wiklund)
    - 02/09/17 – Introduction, first reading, referred to Education Innovation Policy









### **Mandate Reform & Reduction**









- 
  - S.F. 3123 (Nelson) - School district telecommunications projects state aid increase and appropriation
    - House Companion Bill – None
    - 03/08/18 – Introduction, first reading, referred to E-12 Policy
    - 03/26/18 – Comm report: To pass as amended and re-refer to E-12 Finance

### **Increase Support for Full-Service Community Schools Model**

- None that could be found

## School Safety Bills





- 
  - School Safety Proposals Advance In House: House Republicans held a press conference outlining a \$50 million plan to fund school safety initiatives in school districts. The plan includes the bills seen moving forward including safe schools revenue, expansion of the allowable uses of long-term facilities maintenance revenue along with additional aid, increased funding for school-linked mental health grants, grants for school safety audits, suicide prevention training for educators, and establishment of threat assessment teams. We expect to see more details once the House puts together their E12 supplemental budget bill shortly after the legislative break.
- 
  - H.F. 4299 (Franke) - School threat assessment teams required.
    - Senate Companion Bill - None
    - 03/29/18 – Introduction, first reading, referred to Education Finance
- 
  - H.F. 4202 (Fischer) - School districts required to publish a summary of crisis management policy, school threat assessment teams and oversight committees established, school boards authorized to bond for security-related equipment, commissioner's review and comment process requirements modified, safe schools revenue established, safe schools revenue use modified, and money appropriated
    - Senate Companion Bill – S.F. 3664 (Wiger)
    - 03/22/18 – Introduction, first reading, referred to Education Innovation Policy
- 
  - H.F. 4141 (Gunther) - Long-term facilities maintenance revenue use authorized for projects that increase the safety and security of school facilities, and supplemental aid program established to pay a portion of the costs for school district projects that increase safety and security.
    - Senate Companion S.F. 3655 (Rosen)
    - 03/22/18 – Introduction, first reading, referred to Education Finance
- 
  - H.F. 4120 (Anselmo) - Safe schools revenue program established, charter schools made eligible for safe schools revenue, safe schools revenue increased, report required, and money appropriated.
    - Senate Companion Bill – S.F. 2754 (Nelson)
    - 03/21/18 – Introduction, first reading, referred to Education Finance
- 
  - H.F. 4026 (Peterson) - Safe schools levy increased.
    - Senate Companion Bill – S.F. 3087 (Pratt)
    - 03/19/18 - Introduction, first reading, referred to Education Finance
- 
  - H.F. 4015 (Peterson) - Long-term facilities maintenance revenue use authorized for projects that increase the safety and security of school facilities, and supplemental aid program established to pay a portion of the costs for school district projects that increase safety and security.
    - Senate Companion Bill – S.F. 3243 (Pratt)
    - 03/19/18 - Introduction, first reading, referred to Education Finance
- 
  - H.F. 3885 (Christensen) - Public school security audit funding provided, and money appropriated.
    - Senate Companion S.F. 3068 (Ruud)
    - 03/15/18 – Introduction, first reading and referred to Education Finance
    - 03/22/18 – Committee report, to adopt and re-refer to Public Safety and Security Policy and Finance

- 
  - H.F. 3797 (Haley) - Safe schools revenue increased, safe schools levy equalized, portion of levy available for intermediate school districts linked to the school district per pupil allowance, and money appropriated.
    - Senate Companion Bill – None
    - 03/14/18 - Introduction, first reading, referred to Education Finance
  
- 
  - H.F. 3796 (Loon) - School safety facility grants authorized for school districts to enhance safety for students and staff, bonds issued, and money appropriated.
    - Senate Companion Bill – S.F. 3607 (Nelson)
    - 03/14/18 - Introduction, first reading, referred to Education Finance
  
- 
  - H.F. 3676 (Jessup) - Reimbursement grants for audits of the physical security of public school campuses created, and money appropriated.
    - Senate Companion Bill – S.F. 3465 (Benson)
    - 03/12/18 – Introduction, first reading, referred to Education Finance
    - 03/22/18 – Committee report, to adopt and re-refer to Public Safety and Security Policy and Finance
  
- 
  - H.F. 3599 (Wills) - Safe schools levy increased, and portion of the levy available for intermediate school districts linked to the school district per pupil allowance.
    - Senate Companion Bill – S.F. 3472 (Clausen)
    - 03/12/18 - Introduction, first reading, referred to Education Finance
  
- 
  - H.F. 3595 (Wills) - School districts authorized to use long-term facilities maintenance revenue programs for physical modifications enhancing school facility safety.
    - Senate Companion S.F. 3471 (Clausen)
    - 03/12/18 – Introduction, first reading, referred to Education Finance
  
- 
  - H.F. 3545 (Sundin) - Child safety curriculum required.
    - Senate Companion Bill – S.F. 3031 (Hoffman)
    - 03/08/18 - Introduction, first reading, referred to Education Innovation Policy
  
- 
  - H.F. 3540 (Sandstede) - School safety and student support addressed, including modifications to crisis management information, review and comment submissions, and allowable uses of safe schools levy; safe schools levy authority increased; support our students grant program codified; and money appropriated.
    - Senate Companion Bill – S.F. 2907 (Cwodzinski)
    - 03/08/18 - Introduction, first reading, referred to Education Innovation Policy
  
- 
  - H.F. 3533 (Haley) - Safe schools levy amended to include medication disposal costs.
    - Senate Companion Bill – S.F. 3017 (Pratt)
    - 03/08/18 - Introduction, first reading, referred to Education Finance




- H.F. 3370 (Franke) - Threat assessment teams and oversight committees required, access to criminal history and health records provided, educational data sharing with school threat assessment teams allowed, and money appropriated.
  - Senate Companion Bill – S.F. 2993 (Bigham)
  - 03/05/18 - Introduction, first reading, referred to Education Innovation Policy
  - 03/14/18 – Committee report, to adopt as amended and re-refer to Civil Law and Data Practices Policy
- H.F. 3365 (Anselmo) - Safe schools levy increased, safe schools levy authorized to be spent on cyber security activities, and portion of levy available for intermediate school districts linked to the school district per pupil allowance
  - Senate companion bill S.F. 3020 (Abeler)
  - 03/05/18 - Introduction, first reading; referred to Education Finance
- H.F. 3320 (Loon) - School districts authorized to use long-term facilities maintenance revenue programs for physical modifications enhancing school facility safety, and money appropriated.
  - Senate Companion S.F. 3229 (Anderson, P)
  - 03/05/18 - Introduction, first reading; referred to Education Finance
- H.F. 3302 (Quam) - Teacher and school staff training in dangerous situations and firearm provision funding provided, and money appropriated
  - Senate Companion Bill - None
  - 03/05/18 - Introduction, first reading; referred to Education Finance
- H.F. 3315 (Erickson) - PreK - 12 education provided, including general education, education excellence, teachers, facilities and technology, nutrition, early childhood and family support, and self-sufficiency and lifelong learning
  - Senate Companion Bill - S.F. 3086 (Pratt)
  - Summary of HF3315/SF3086 - 2018 MDE Education Policy Bill
  - 03/05/18 - Introduction, first reading; referred to Education Innovation Policy
- H.F. 3286 (Lucero) - Permitted and trained school staff allowed to carry firearms.
  - Senate Companion Bill – S.F. 3116 (Mathews)
  - 03/01/18 – Introduction, first reading, referred to Public Safety and Security Policy and Finance
- H.F. 2961 (Davnie) - Early education provisions modified, five regions for the voluntary prekindergarten program established, determination of the total amount of Pathway II scholarships authorized, and school readiness plus made permanent
  - Senate Companion Bill - S.F. 2812 (Pappas)
  - 02/22/18 - Introduction, first reading; referred to Education Innovation Policy
- H.F. 2958 (Fischer) - Districts' safe schools levy authority increased, and school districts authorized to use levy proceeds to enhance cybersecurity.
  - Senate Companion Bill – S.F. 2507 (Wiger)
  - 02/22/18 – Introduction, first reading, referred to Education Innovation Policy









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  - H.F. 2877 (O'Neill) - Monticello school district special education adjustment modified.
    - Senate Companion Bill – S.F. 2522 (Anderson, B)
    - 02/20/18 – Introduction, first reading and Education Finance
  - S.F. 2754 (Nelson) - Safe schools revenue program establishment; charter schools eligible for safe schools revenue; safe schools revenue increase and appropriation
    - 02/26/18 - Intro, first reading; referred to E-12 Finance
- 
  - H.F. 1647 (Omar) – Safe schools levy modified.
    - Senate Companion Bill – S.F. 1629 (Torres Ray)
    - 02/23/17 – Introduction, first reading and Education Finance
  - School Safety - Letter to education leaders by MSBA
- 
  - S.F. 3778 (Isaacson) - School districts to bond for security equipment authorization; safe schools revenue program modification and appropriation
    - House Companion Bill – None
    - 03/22/18 – Introduction, first reading, referred to E-12 Policy
- 
  - S.F. 2844 (Utke) – Retired law enforcement officers authorization to carry firearms in school
    - House Companion Bill – None
    - 03/22/18 – Introduction, first reading, referred to Judiciary and Public Safety Finance and Policy

### Other Bills of Note

2018 (90th) legislative session began 02/20/18; expected to adjourn 05/21/18

- The second committee deadline passed at midnight on Thursday, March 29, which means there are just under two months to go before the constitutionally mandated adjournment date of Monday, May 21.
- The second committee deadline is for committees to act favorably on bills that met the first deadline in the other chamber.
- Committees have been meeting all hours of the day to hear as many bills as they can in advance of these committee deadlines, and now the legislature will go on a week-long break starting Friday, March 30, returning Monday, April 9.
- Interesting statistic, at this point of the legislative biennium 4,282 bills have been introduced in the House of Representatives, and 3,884 bills have been introduced in the Senate.
- The third committee deadline, Friday, April 20, is the deadline for budget bills to be adopted and move through the committee process. So, expect quick action on budget bill once the legislature returns Monday, April 9.
- 
  - H.F. 3902 (Dettmer) - Board approved referendum authority increased, and money appropriated.
    - Senate Companion Bill – S.F. 2552 (Housley)
    - 03/15/18 – Introduction, first reading, referred to Education Finance

- 
  - **H.F. 3315 (Erickson) - MDE Policy Bill – Education Policy Omnibus E-12 - Prekindergarten through grade 12 education provided, including general education, education excellence, teachers, special education, facilities and technology, nutrition, early childhood and family support, and self-sufficiency and lifelong learning. Overall status here.**
    - Senate Companion Bill – S.F. 3086 (Pratt)
    - 03/05/18 - Introduction, first reading, referred to Education Innovation Policy
    - 03/26/18 – Committee report, to adopt as amended and re-refer to Education Finance
  
- 
  - H.F. 3305 (Pryor) - Charter school and school district program combination process created, and continuity in building lease revenue for school districts that combine programming with a charter school provided.
    - Senate Companion Bill – S.F. 3370 (Anderson, P)
    - 03/05/18 – Introduction, first reading, referred to Education Innovation Policy
  
- 
  - H.F. 3159 (Koegel) - School districts authorized to renew expiring referendums and capital project referendums by action of school board.
    - Senate Companion Bill – S.F. 2608 (Newton)
    - 03/01/18 – Introduction, first reading and referred to Education Innovation Policy
  
- 
  - H.F. 3094 (Lohmer) - School district bond referendum information required to be available in the polling place, and ballot language for school district bond referendums amended.
    - Senate Companion Bill – S.F. 2605 (Housley)
    - 02/26/18 – Introduction, first reading, referred to Government Operations and Elections Policy
  
- 
  - H.F. 2959 (Fischer) - School districts authorized to renew expiring referendums by action of school board.
    - Senate Companion Bill – S.F. 2506 (Wiger)
    - 02/22/18 – Introduction, first reading, referred to Education Innovation Policy
  
- 
  - H.F. 2734 (Quam) - School districts allowed to access personnel files of prospective teachers from their employing districts.
    - Senate Companion Bill – None
    - 02/20/18 – Introduction, first reading and referred to Education Innovation Policy
  
- H.F. 2295 (Thissen) - Minnesota Government Data Practices Act accessibility requirements for public data clarified; application of electronic information accessibility standards expanded to state colleges, universities, and school districts; and process for responding to accessibility complaints provided.
    - Senate Companion Bill – None
    - 03/09/17 – Introduction, first reading and referred to Civil Law and Data Practices Policy

## Miscellaneous Links



[2018 Budget Tracking Spreadsheets](#) (click hyperlink to see bills)

Each legislative session, the fiscal staff of Senate Counsel, Research and Fiscal Analysis Offices create spreadsheets to record executive and legislative budget decisions at key steps in the budget process.



[Senate Bills – Education and Education Dept](#) (click hyperlink to see bills)

As of 04/05/18, there are 396 bills in this category



[Senate Bills – Education – Pre-K](#) (click hyperlink to see bills)

As of 04/05/18, there are 312 bills in this category



[Senate Bills – School Districts, Specific](#) (click hyperlink to see bills)

As of 04/05/18, there are 14 bills in this category



[House Bills – Education and Education Department](#) (click hyperlink to see bills)

As of 04/05/18, there are 131 bills in this category



[House Bills – Education – K-12](#) (click hyperlink to see bills)

As of 04/05/18, there are 263 bills in this category



[House Bills – Education-School Districts](#) (click hyperlink to see bills)

As of 04/05/18, there are 50 bills in this category

- ISD 709 Legislative Priorities - [click here](#)
- MSBA Legislative Priorities - [click here](#)
- MN Legislative Calendar (House & Senate) - [click here](#)
- Governor's Legislative Tracker - [click here](#)
- List of Committees (House & Senate) - [click here](#)

# MEMO

**To:** School Board  
William Gronseth, Superintendent

**From:** Douglas A. Hasler, CFO *DH*

**Date:** April 12, 2018

**Re:** Group Medical Premium Renewal

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Human Resources staff and I attended a presentation of our group medical premium renewal for fiscal year 2019 by Shawn Byrne, representing Innovo Benefits Administration on March 28th. Innovo administers the Public Employees Insurance Program ("PEIP") of which Duluth Public Schools and approximately 250 other Minnesota public employers are participants. Effective for July 2018, our insurance premiums will be increasing by 4.5%.

I am including a copy of Mr. Byrne's Power Point presentation for your reference.

I hope that this information is helpful to you.

## PEIP Health Insurance Pool July, 2018 Renewal

*Public Employees Insurance Program  
(PEIP)/ School Pool*

*March 29, 2018*



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## July, 2018 Renewal Notes

**We are very excited that the July, 2018 PEIP School Pool renewal has demonstrated for the ninth straight year the effectiveness of the pooling concept and the cost containment features of the Advantage plans offered by PEIP.**

- This year the pool received an average overall increase of 3.9%.
- In the last 12 months we added 100 groups into the pool (more than 30 schools)
- The July School Pool's nine year renewal average is approximately 2.1% (increase).



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## Renewal Facts

### Renewal History of School Pool

<u>July Group Average</u>	<u>January Group Average</u>
July, 2010 = +8.0%	January, 2013 = +5.0%
July, 2011 = - 6.6%	January, 2014 = +0.5%
July, 2012 = - 3.3%	January, 2015 = +2.4%
July, 2013 = +6.0%	January, 2016 = +5.5%
July, 2014 = +1.9%	January, 2017 = +3.5%
July, 2015 = +2.0%	January, 2018 = +0.2%
July, 2016 = +5.9%	
July, 2017 = +1.3%	
July, 2018 = +3.9%	

**Combined Pool Average rate increase =2.4%**

History includes all ACA taxes

Average increase including plan design changes =3%



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## PEIP Health Insurance Pool July, 2018 Renewal

**The PEIP school pool has now beat the industry averages for fifteen consecutive renewals!**

- Because we added 30 new groups to the July pool in 2017 PEIP needed to expand from two rate tiers to four tiers (A,B,C,D). The pool has grown to >250 employers (117 schools) and >33,000 members.
- The worries of the ACA Cadillac tax were pushed back to 2022.



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## Establishing PEIP Renewal Rates

- Aggregate claims data from the entire pool was analyzed by Deloitte LLP to determine the actual claims costs of the pool.
- Based on the claims data available, the actuaries projected the total dollars that will be needed to pay claims during the July 1, 2018 – June 30, 2019 plan year.
- The overall average increase in rates is 3.9%. Groups that were not in a tier will vary individually, to fit into one of the four tiers.



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## July, 2018 Renewal Notes *(continued)*

- PEIP will continue to review the plan's performance annually.
- PEIP renewals take into account the claims experience of all 250+ employer groups.
- New schools joining the pool will elect to join either the "July" renewal, or "January" renewal pool.
- Claims from both renewal groups are combined for renewals (one pool).



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## July, 2018 Renewal Notes *(continued)*

- This year the PEIP underwriters rated all premium tiers (A-D) in the same fashion
  - **High plan = 4.5% increase** (includes ACA add-on)
  - **Value plan = 4.5% increase** (includes ACA add-on)
  - **HSA plan = 3.4% increase** (includes ACA add-on)



## Public Employees Insurance Program (Inforce tier rates effective 7/1/17)

Advantage High			Advantage Value			Advantage HSA		
Tier	Single	Family	Tier	Single	Family	Tier	Single	Family
A	642.38	1,715.14	A	574.68	1,534.44	A	447.04	1193.64
B	708.90	1,892.84	B	633.32	1,691.02	B	488.96	1,305.62
C	797.20	2,128.46	C	712.52	1,902.46	C	551.48	1,472.48



## Public Employees Insurance Program (Inforce tier rates effective 7/1/18)

Inforce groups remain in their tiers, new groups will be slotted in A-D

Advantage High			Advantage Value			Advantage HSA		
Tier	Single	Family	Tier	Single	Family	Tier	Single	Family
A	671.42	1792.58	A	600.68	1603.72	A	462.10	1233.80
B	740.94	1978.32	B	661.94	1767.38	B	505.44	1349.56
C	833.22	2224.58	C	744.72	1988.36	C	570.08	1522.04
D	928.20	2478.16	D	829.58	2214.96	D	635.04	1695.50



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## Plan Design Revisions

For July 2018 renewal groups there are minimal plan changes, and they are benefit increases. The convenience/online clinic visits will have \$0 copays (after deductible in the HSA plan)

### Clinic Changes

- Always review the new clinic listing (2018) on the Innovo website.

### Miscellaneous Updates

- Health club discount added 1/1/15 (continuing)
- All three networks have “online-office” visits available covered as convenience clinics (HSA plan-after deductible).



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## Open Enrollment 7/1/18

### IMPORTANT FACTS

- All changes will be effective 7/1/18. If you change networks/plans, you will receive credit for claims incurred in the first 6 months of the year.
- Primary care clinics may change cost levels. Be sure to check the 2018 clinic directory to ensure your clinic cost level has not changed.
- **Changes must be submitted to Innovo by 5/18/18.**
- No paperwork needed unless you are changing your plan or network selection (check with your employer)
- The 2018 directory will be emailed to all groups and posted at the Innovo website ([www.innovomn.com/plan\\_information.html](http://www.innovomn.com/plan_information.html)).



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## Existing Pooling Agreement

### PEIP Pooling Agreement

- This Agreement provides for the establishment of a pool for purposes of purchasing health insurance from the Public Employees Insurance Plan (PEIP).
- The groups that entered into the multi-employer pool agree to the terms of this pool.
- We will be meeting with the PEIP management to discuss any required revisions to the agreement for the 7/1/18 thru 6/30/19 period.

The Existing terms are as follows: (Depending on which year you enrolled)

- The participants agree to remain part of the pool through *June 30, 2019*. Later entrants will similarly agree to, at a minimum, remain part of the pool for the completion of the first PEIP year and an additional full year. \*

\*Minnesota Statute 43A.316 establishes that, "...participation in the program is for a two year term."



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## Pooling Agreement *(continued)*

### The terms continued:

- If another Union and/or School District wants to be included in this pool after the first year, they can do so. PEIP will allow them to join at the next open enrollment.
- Each participating Union agrees that it will ensure that the District employing its members will individually be responsible for the payment of premiums to PEIP.



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## Pooling Agreement *(continued)*

### The terms continued:

- Participating Union's will individually negotiate the employer contributions toward these premiums.
- If requested by participating Unions, Education Minnesota staff will facilitate a meeting to review this Agreement or any other issues that may arise.
  - **A meeting of representatives from all PEIP participating locals is scheduled to take place during the Education Minnesota Summer Seminar .**
  - **During this meeting, future operation of the Pool, as well as plan design changes will be discussed.**



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## PEIP 2018 July Pool Renewal

Expected Incurred Claims (July Groups)	\$38,827,649
Pooled Claims (26 claims > \$100K)	<u>\$(5,010,691)</u>
Reported Claims Net of Stop Loss Claims	\$33,816,958
Annual Trend Factor	6%
18 Month Trend Factor	<u>9.1%</u>
Projected Incurred Claims	\$36,905,690
Pooled Claim Adjustment (26* \$100K)	\$2,600,000
Enrollment & Benefit Adjustment	<u>1.185</u>



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## PEIP 2018 July Pool Renewal

Final Projected Incurred Claims	\$46,803,565
Projected Stop Loss Expenses at \$100K Pooling Level	\$5,925,384
Indirect Expenses	\$1,232,895
Projected Administrative Expenses (5.33% of premium)	\$3,038,820
Required Annual Premium	\$57,000,664
Current Annual Premium	\$ (54,046,204)
Blending adjustment (blended pool credibility, PPACA fee reduction, plan design)	-1.6%
Recommended final rate change	+3.9%



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## Questions??????

We will now answer any questions that have been submitted.

Questions that are limited to issues of an individual local will be addressed directly to that local.



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## For Further Information / Questions Contact:

Shawn Byrne, Innovo Benefits Administration / PEIP

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Email: [shawn@innovomn.com](mailto:shawn@innovomn.com)

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