

## Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, July 17, 2018

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Financial Report**
  - A. Financial Report 5
  - B. Approval of Payment of Claims - Attached as an "extra"
  - C. Budget Revisions 15
  - D. Wire Transfers 17
  - E. Investment Transactions 18
  - F. APU Projections - Resumes in October
  - G. Fundraisers 19
2. **Bids, R.F.P.s and Quotes Reports**
  - A. Bids - None
  - B. RFPs - None
  - C. Quotes - None
3. **Policies and Regulations**
  - A. New Policy 103 - Complaints-Students, Employees, Parents, Other Persons 20  
 Attached is MSBA model policy 103 - Complaints-Students, Employees, Parents, Other Persons. This policy would replace current district policy 1090 - Complaints Concerning School Personnel. Second reading.  
  
Recommendation: It is recommended that the Duluth School Board approve new policy 103 - second reading.
  - B. Delete Policy 1090 - Complaints Concerning School Personnel 22  
 In moving to MSBA model policies, administration is recommending the deletion of policy 1090 which will be replaced with MSBA policy 103. Second reading.  
  
Recommendation: It is recommended that the Duluth School Board approve the deletion of policy 1090 - second reading.
  - C. New Policy 110 - Duluth Public Schools Website Accessibility Policy 23  
 As part of the Web Content Accessibility Guidelines (WCAG) 2.0 specification to make school websites accessible and ADA compliant, Duluth Public Schools is required to have and make public its Web Accessibility Policy. First reading.

Recommendation: It is recommended that the Duluth School Board approve new policy 110 - first reading.

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

##### A. Contracts

##### 1) Commercial Insurance (Property, Liability, Auto, W/C) Policies and Premium Designation 26

Representatives from Marsh & McLennan Agency will attend the July Business Committee meeting to present premium information, policy changes, coverage, etc.

Recommendation: It is recommended that the Duluth Public School Board approve the Workers Compensation, Property, Liability, Auto, Umbrella Insurance Policies and Premium Designation as presented and discussed at the Business Committee meeting.

##### 2) K.E.Y. Zone - YMCA 27

Attached is a contract with the YMCA to support K.E.Y. Zone before and after school programs at nine elementary school sites for the 2018-19 school year in the approximate amount of \$860,000.00. The funding for the program will come from money collected from participants.

Recommendation: It is recommended that the Duluth School Board approve the contract with the YMCA for K.E.Y. Zone services.

##### 3) Frontline Education 34

Attached is a one year contract with Frontline for a teacher evaluation software package.

Recommendation: It is recommended that the Duluth School Board approve the contract with Frontline Education.

##### 4) University of Minnesota Duluth (UMD) - College in the Schools (CITS) 38

Attached is a contract with UMD for CITS programming for the 2018-19 school year.

Recommendation: It is recommended that the Duluth School Board approve this agreement with UMD for CITS programming for the 2018-19 school year.

##### 5) **PLACEHOLDER** - School Resource Officer (SRO)

##### 6) ALICE Training Institute LLC (ATI) 41

This will be a three contract for school security training with ATI in the amount of \$71,940.

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

##### B. Change Orders

##### 1) Change Order #3 - General Construction Change Orders as Per Attached - Kraus Anderson Construction Company/NJPA - Gordian 50

ezIQC Contract for Rockridge School

All tasks or work done in Change Order #3 have been previously bid, and all costs associated with the Change Order have been reviewed by Gordian ezIQC, and fully comply with NJPA task criteria. In addition, ARI, KA, and the owner have reviewed all costs and agree they are reasonable and appropriate for the work performed. The total expected budget for the renovation of Rockridge is \$3,000,000.00.

Recommendation: It is recommended that the Duluth School Board approve Change Order #3 - Kraus-Anderson Construction Company / NJPA - Gordian exIQC, in the amount of \$45,480.87 for a new construction amount of \$2,677,987.43.

2) **PLACEHOLDER - Other Change Orders**

C. Leases

1) **PLACEHOLDER - The Hills**

2) **PLACEHOLDER - Valley Youth/Welch Center**

3) **PLACEHOLDER - Little Lynx at Lakewood**

5. **Resolutions**

A. B-7-18-3570 - Acceptance of Donations 63

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-18-3570.

B. B-7-18-3571 - Authorized Bank Account Signer 65

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-18-3571.

C. B-7-18-3572 - Authorized Bank Account Signer - Bridge Program, June 2018 66

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-18-3572.

D. B-7-18-3573 - Converting Voter Approved Referendum Authority to Board Approved Referendum Authority - **POSTPONED DEFINITELY until the July 26, 2018 Special Board Meeting** 67

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-18-3573.

E. B-7-18-3574 - Approving Ten-Year Capital Facilities Plan - FY2019 Update 68

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-18-3574.

F. **PLACEHOLDER - Sale of Property**

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

A. <u>Expenditure Contracts</u>	<u>95</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of June 2018.	
B. <u>Extension or Renewal Contracts</u>	<u>119</u>
The Board Chair, Superintendent or the CFO/Executive Director of Business Services has signed these contracts during the month of June 2018	
C. <u>No Cost Contracts</u>	<u>149</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of June 2018.	
D. <u>Revenue Contracts</u>	<u>158</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of June 2018.	
E. <u>Change Orders Signed - None</u>	
F. <u>Facilities Management &amp; Capital Project Status Report (including Homecroft playground update)</u>	<u>193</u>
G. <u>Levy Referendum Update</u>	
H. <u>Property Sale Updates</u>	
I. <u>Annual Grants and Donations Summary</u>	<u>195</u>
<b>7. <u>Future Items</u></b>	
A. Policy Updates	
B. Finance Policy Review (August 2018)	

**Duluth Public Schools - ISD 709**  
**Cash Flow Report**  
**Month Ending 05/31/18**

	Total	General Fund 1	Food Service 2	Transportation 3	Community Education 4	Operating Capital 5	Construction 6	Debt Service 7	Trust & Agency 8 & 9	Dental 20	Student Activities 71 & 79
Cash and investments 4/30/2018	\$ 94,450,041	\$ 15,290,898	\$ 815,692	\$ (3,563,815)	\$ 2,487,173	\$ (2,112,979)	\$ 1,843,801	\$ 76,299,460	\$ 1,767,285	\$ 383,478	\$ 1,239,048
Receivables (increase)/decrease -	7,410,136	7,415,627	(4,539)	(393)	10	-	-	-	-	(568)	-
Payables increase/(decrease) -	218,305	10,890	33,921	64,835	102,147	6,512	-	-	-	-	-
Revenues increase/(decrease) -	9,644,544	7,559,851	665,890	448,646	304,362	142,264	-	-	-	76,132	447,400
Expenditures (increase)/decrease -	(9,356,006)	(7,219,321)	(361,933)	(337,709)	(646,971)	(168,880)	(80,514)	(450)	-	(65,278)	(474,950)
Cash and investments 5/31/2018	\$ 102,367,020	\$ 23,057,945	\$ 1,149,031	\$ (3,388,436)	\$ 2,246,720	\$ (2,133,083)	\$ 1,763,287	\$ 76,299,010	\$ 1,767,285	\$ 393,763	\$ 1,211,498

		General Fund May-18			Percent of year	91.67%
		FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy		\$ 11,837,362	\$ 12,754,843	\$ 12,754,843	\$ 917,481	7%
State aids		64,994,319	69,511,831	67,997,609	3,003,290	4%
Special ED (fin 740)		12,343,652	11,902,185	12,120,785	(222,867)	-2%
Federal		2,965,572	5,809,751	5,901,960	2,936,388	50%
Other		612,275	600,000	900,000	287,725	32%
Other Local		1,634,426	2,600,290	2,753,561	1,119,135	41%
Student Activities		1,236,858	1,588,815	1,588,815	351,957	22%
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Total Revenue		\$ 95,624,464	\$ 104,767,715	\$ 104,017,573	\$ 8,393,109	8%
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<b>Expenditures</b>						
010-050 Administration		\$ 4,068,732	\$ 4,851,576	\$ 4,951,447	\$ 882,715	18%
105-110 District Support Services		4,994,096	4,125,095	5,284,775	290,679	6%
200-298 Elem & Secondary Reg		30,208,310	39,409,259	39,479,201	9,270,891	23%
300-380 Vocational Education		1,212,006	1,776,536	1,782,487	570,481	32%
400-422 Special Education		18,426,271	20,987,741	21,090,671	2,664,400	13%
505-590 Community Education						
605-640 Instructional Support		3,030,111	3,841,446	4,278,722	1,248,611	29%
710-770 Pupil Support		7,280,680	8,379,892	8,408,276	1,127,596	13%
805-865 Sites and Buildings		12,205,537	16,088,573	14,164,547	1,959,010	14%
910-940 Fiscal & Other Fixed		1,100,891	3,980,000	3,921,272	2,820,381	72%
Student Activities		1,049,449	1,588,815	1,588,815	539,366	34%
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Total Expenditures		\$ 83,576,083	\$ 105,028,933	\$ 104,950,213	\$ 21,374,130	20%
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Excess Rev Over (Under)		\$ 12,048,381	\$ (261,218)	\$ (932,640)	\$ (12,981,021)	

Percent of year **91.67%**

**General Fund Unrestricted  
May-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<b>Revenues</b>					
Levy	\$ 9,460,395	\$ 10,193,456	\$ 10,193,456	\$ 733,061	7%
State aids	63,890,829	59,580,720	57,906,076	(5,984,753)	-10%
Special ED (fin 740)	12,343,652	11,902,185	12,120,785	(222,867)	-2%
Federal	-	-	-	-	
Other	612,275	600,000	900,000	287,725	32%
Other Local	1,044,305	2,093,054	2,154,836	1,110,531	52%
Student Activities	1,236,858	1,588,815	1,588,815	351,957	22%
<b>Total Revenue</b>	<b>\$ 88,588,314</b>	<b>\$ 85,958,230</b>	<b>\$ 84,863,968</b>	<b>\$ (3,724,346)</b>	<b>-4%</b>
<b>Expenditures</b>					
010-050 Administration	\$ 4,068,732	\$ 4,851,576	\$ 4,951,447	\$ 882,715	18%
105-110 District Support Services	4,864,106	3,930,095	5,138,515	274,409	5%
200-298 Elem & Secondary Reg	22,466,400	27,943,028	28,101,380	5,634,980	20%
300-380 Vocational Education	825,573	1,644,985	1,644,985	819,412	50%
400-422 Special Education	16,165,246	18,374,892	18,420,492	2,255,246	12%
505-590 Community Education					
605-640 Instructional Support	1,105,084	1,495,058	1,466,932	361,848	25%
710-770 Pupil Support	7,138,528	8,379,892	8,369,892	1,231,364	15%
805-865 Sites and Buildings	10,509,324	14,031,107	12,107,081	1,597,757	13%
910-940 Fiscal & Other Fixed	1,100,891	3,980,000	3,921,272	2,820,381	72%
Student Activities	1,049,449	1,588,815	1,588,815	539,366	34%
<b>Total Expenditures</b>	<b>\$ 69,293,333</b>	<b>\$ 86,219,448</b>	<b>\$ 85,710,811</b>	<b>\$ 16,417,478</b>	<b>19%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 19,294,981</b>	<b>\$ (261,218)</b>	<b>\$ (846,843)</b>	<b>\$ (20,141,824)</b>	

		Percent of year			91.67%	
		General Fund Restricted				
		May-18				
		FY 18 Budget		Revised	Percent	
		FY18	FY18	Budget	Budget	
		Actual	Adopted	Balance	Remaining	
<b>Revenues</b>						
Levy	\$	2,376,967	\$ 2,561,387	\$ 2,561,387	\$ 184,420	7%
State aids		1,103,490	9,931,111	10,091,533	8,988,043	89%
Special ED (fin 740)		-	-	-	-	
Federal		2,965,572	5,809,751	5,901,960	2,936,388	50%
Other		-	-	-	-	
Other Local		590,121	507,236	598,725	8,604	1%
Student Activities		-	-	-	-	
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Total Revenue	\$	7,036,150	\$ 18,809,485	\$ 19,153,605	\$ 12,117,455	63%
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<b>Expenditures</b>						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		129,990	195,000	146,260	16,270	11%
200-298 Elem & Secondary Reg		7,741,910	11,466,231	11,377,821	3,635,911	32%
300-380 Vocational Education		386,433	131,551	137,502	(248,931)	-181%
400-422 Special Education		2,261,025	2,612,849	2,670,179	409,154	15%
505-590 Community Education						
605-640 Instructional Support		1,925,027	2,346,388	2,811,790	886,763	32%
710-770 Pupil Support		142,152	-	38,384	(103,768)	
805-865 Sites and Buildings		1,696,213	2,057,466	2,057,466	361,253	18%
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities						
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Total Expenditures	\$	14,282,750	\$ 18,809,485	\$ 19,239,402	\$ 4,956,652	26%
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Excess Rev Over (Under)	\$	(7,246,600)	\$ -	\$ (85,797)	\$ 7,160,803	



Percent of year **91.67%**

**Food Service Fund  
May-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	202,116	190,000	190,000	(12,116)	-6%
Special ED (fin 740)	-	-	-	-	
Federal	1,959,410	2,371,000	2,385,400	425,990	18%
Other	1,192,701	6,000	1,205,000	12,299	1%
Other Local	7,366		6,000	(1,366)	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 3,361,593</b>	<b>\$ 2,567,000</b>	<b>\$ 3,786,400</b>	<b>\$ 424,807</b>	<b>11%</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	3,271,557	4,156,362	4,178,604	907,047	22%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 3,271,557</b>	<b>\$ 4,156,362</b>	<b>\$ 4,178,604</b>	<b>\$ 907,047</b>	<b>22%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 90,036</b>	<b>\$ (1,589,362)</b>	<b>\$ (392,204)</b>	<b>\$ (482,240)</b>	

Percent of year

91.67%

**Community Service Fund  
May-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<b>Revenues</b>					
Levy	\$ 993,625	\$ 953,547	\$ 953,547	\$ (40,078)	-4%
State aids	2,241,954	2,414,390	2,552,588	310,634	12%
Special ED (fin 740)	-	-	-	-	
Federal	1,432,283	1,951,071	2,354,359	922,076	39%
Other	-	-	-	-	
Other Local	1,920,300	1,770,000	1,790,000	(130,300)	-7%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 6,588,162</b>	<b>\$ 7,089,008</b>	<b>\$ 7,650,494</b>	<b>\$ 1,062,332</b>	<b>14%</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	5,908,402	7,330,892	7,892,378	1,983,976	25%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 5,908,402</b>	<b>\$ 7,330,892</b>	<b>\$ 7,892,378</b>	<b>\$ 1,983,976</b>	<b>25%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 679,760</b>	<b>\$ (241,884)</b>	<b>\$ (241,884)</b>	<b>\$ (921,644)</b>	

Percent of year **91.67%**

**Capital Projects Fund  
May-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	12,051	-	-	(12,051)	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 3,650,446</b>	<b>\$ 3,600,000</b>	<b>\$ 3,600,000</b>	<b>\$ (50,446)</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	1,848,950	3,600,000	3,600,000	1,751,050	49%
910-940 Fiscal & Other Fixed Student Activities	38,395	-	-	(38,395)	
<b>Total Expenditures</b>	<b>\$ 1,887,345</b>	<b>\$ 3,600,000</b>	<b>\$ 3,600,000</b>	<b>\$ 1,712,655</b>	<b>48%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 1,763,101</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,763,101)</b>	

Percent of year **91.67%**

**Debt Service Fund  
May-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<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	885,637	885,162	885,162	(475)	0%
Other	7,195	-	-	(7,195)	
Other Local	988,863	1,000,000	1,000,000	11,137	1%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 21,300,764</b>	<b>\$ 22,686,699</b>	<b>\$ 22,686,699</b>	<b>\$ 1,385,935</b>	<b>6%</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	74,948,729	30,808,971	74,053,971	(894,758)	-1%
<b>Total Expenditures</b>	<b>\$ 74,948,729</b>	<b>\$ 30,808,971</b>	<b>\$ 74,053,971</b>	<b>\$ (894,758)</b>	<b>-1%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (53,647,965)</b>	<b>\$ (8,122,272)</b>	<b>\$ (51,367,272)</b>	<b>\$ 2,280,693</b>	

Percent of year **91.67%**

**Trust Fund  
May-18**

	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	14,182	212,650	212,650	198,468	93%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 14,182</b>	<b>\$ 212,650</b>	<b>\$ 212,650</b>	<b>\$ 198,468</b>	<b>93%</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	250,000	250,000	250,000	-	0%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (235,818)</b>	<b>\$ (37,350)</b>	<b>\$ (37,350)</b>	<b>\$ 198,468</b>	

Percent of year 91.67%  
**Dental Internal Service Fund**  
**May-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	872,224	815,000	815,000	(57,224)	-7%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 872,224</b>	<b>\$ 815,000</b>	<b>\$ 815,000</b>	<b>\$ (57,224)</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	640,658	778,000	778,000	137,342	18%
<b>Total Expenditures</b>	<b>\$ 640,658</b>	<b>\$ 778,000</b>	<b>\$ 778,000</b>	<b>\$ 137,342</b>	<b>18%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 231,566</b>	<b>\$ 37,000</b>	<b>\$ 37,000</b>	<b>\$ (194,566)</b>	

**Duluth Public Schools**  
**Budget Revisions Fiscal Year Ending June 30, 2018**  
**Period Ending May 31, 2018**

<b>Revenues</b>	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 04/30/18	\$74,449,523	\$17,090,390	\$3,786,400	\$6,022,986	\$7,170,168	\$4,844,683	\$3,600,000	\$22,686,699	\$212,650	\$815,000	\$1,588,815	\$142,267,314
Revised Title II		(80,535)										(80,535)
Revised Title I Part D		42,032										42,032
Revised Title I		44,250										44,250
Adjust Federal Head Start					354,560							354,560
Adjust State Head Start					125,766							125,766
Adjust Testing	15,429											15,429
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
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												-
												-
<b>Revised Budget, 05/31/18</b>	<b>\$74,464,952</b>	<b>\$17,096,137</b>	<b>\$3,786,400</b>	<b>\$6,022,986</b>	<b>\$7,650,494</b>	<b>\$4,844,683</b>	<b>\$3,600,000</b>	<b>\$22,686,699</b>	<b>\$212,650</b>	<b>\$815,000</b>	<b>\$1,588,815</b>	<b>\$142,768,816</b>

**Duluth Public Schools  
 Budget Revisions Fiscal Year Ending June 30, 2018  
 Period Ending May 31, 2018**

<b>Expenditures</b>	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 04/30/18	\$71,802,761	\$17,176,190	\$4,178,604	\$6,461,058	\$7,412,052	\$7,899,214	\$3,600,000	\$74,053,971	\$250,000	\$778,000	\$1,588,815	\$195,200,664
Revised Title II		(80,535)										(80,535)
Revised Title I Part D		42,032										42,032
Revised Title I		44,250										44,250
Adjust Federal Head Start					354,560							354,560
Adjust State Head Start					125,766							125,766
Adjust Testing	15,429											15,429
Principal PD Carryover	1,000											-
												-
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												-
Revised Budget, 05/31/18	\$71,819,190	\$17,181,937	\$4,178,604	\$6,461,058	\$7,892,378	\$7,899,214	\$3,600,000	\$74,053,971	\$250,000	\$778,000	\$1,588,815	\$195,703,166
Operating Transfers - in						3,371,085						\$3,371,085
Operating Transfers - out	(3,371,085)											(\$3,371,085)
<b>Net</b>	( <b>\$725,322</b> )	( <b>\$85,800</b> )	( <b>\$392,204</b> )	( <b>\$438,072</b> )	( <b>\$241,884</b> )	\$316,554	\$0	( <b>\$51,367,272</b> )	( <b>\$37,350</b> )	\$37,000	\$0	( <b>\$52,934,350</b> )



**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 05/31/2018**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
05/04/2018	V109781	AFSCME MN COUNCIL 5 EFT	14,109.19
05/04/2018	V79764	DULUTH FEDERATION OF TEA	34,916.37
05/04/2018	V106637	EBC - FLEX EFT	11,398.23
05/04/2018	V106636	EBC - TSA EFT	63,135.19
05/04/2018	V79771	EDUCATION MN CLERICAL EFT	1,361.08
05/04/2018	V102915	FEDERAL 941 PR TAXES	561,041.54
05/04/2018	V107231	HARBOR POINTE CREDIT UNION	8,214.00
05/04/2018	V108066	MG TRUST	131,017.80
05/04/2018	V05173	MN CHILD SUPPORT EFT	1,368.31
05/04/2018	V102916	MN STATE PR TAXES	98,089.86
05/04/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	99,448.05
05/04/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	262,036.12
05/04/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,614,783.32
05/18/2018	V106466	CITISTREET FOR MSRS	21,026.25
05/18/2018	V79764	DULUTH FEDERATION OF TEA	34,844.71
05/18/2018	V106637	EBC - FLEX EFT	11,398.23
05/18/2018	V106636	EBC - TSA EFT	63,360.62
05/18/2018	V79771	EDUCATION MN CLERICAL EFT	1,361.08
05/18/2018	V102915	FEDERAL 941 PR TAXES	568,887.03
05/18/2018	V107231	HARBOR POINTE CREDIT UNION	8,214.00
05/18/2018	V108066	MG TRUST	130,823.36
05/18/2018	V05173	MN CHILD SUPPORT EFT	1,368.31
05/18/2018	V108320	MN DEPT OF REVENUE EFT	328.54
05/18/2018	V102916	MN STATE PR TAXES	99,686.45
05/18/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	102,388.11
05/18/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	263,199.34
05/18/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,649,712.06
05/30/2018	V06645	MEDICA HEALTH PLAN (EFT)	179,022.39
05/30/2018	V106638	PEIP - HLTH EFT	1,302,528.60
05/30/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	65,278.42
05/30/2018	V104923	HARRIS BANK	22,455.93
05/30/2018	V05246	MN UI FUND EFT	1,644.72
			7,428,447.21

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

**Beginning Investment Balance (April 30, 2018) \$ 719,779.83**

**Add Purchases:**

Date	Issuer	Broker	Matures	Yield (YTM)	
5/31/2018	1st Source Bk South Bend	MBS	8/27/2018	1.70%	\$ 248,000.00
5/31/2018	Mizahi Tefahot Bk Los Ang	MBS	8/27/2018	1.70%	\$ 151,000.00
5/30/2018	Bk of China New York City	MBS	8/30/2018	1.65%	\$ 248,000.00
5/15/2018	Stifel Bk & TR St Louis MO	MBS	11/15/2018	1.85%	\$ 247,000.00
5/11/2018	Patriot Bk NA Stamford Ct	MBS	12/11/2018	1.85%	\$ 247,000.00
5/14/2018	Champlain Natl Bk Elizabethtown	MBS	12/14/2018	1.85%	\$ 247,000.00
5/25/2018	MN Trust Term Series	MNT	6/25/2018	1.97%	\$ 5,000,000.00

**Total Purchases \$ 6,388,000.00**

**Deduct Maturities/Calls/Sales:**

Date	Issuer	Broker	Matures	Yield (YTM)	
------	--------	--------	---------	----------------	--

**Total Maturities \$ -**

**Other items:**

Add:	Money Market Funds Interest (May)				\$ 23.24
	Beginning Value Adjustment				
	Other Interest/Cash Balance on Account (Reverse)				

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

**Total Other \$ 23.24**

**Ending Investment Balance (May 31, 2018) \$ 7,107,803.07**

**Note:** Ending Investment Balance as of May 31, 2017 was \$1,320,304.58

### Fundraisers for June 2018

<b>School</b>	<b>Organization</b>	<b>Profit</b>	<b>Description</b>
Laura MacArthur	5th grade	\$2,367.71	Beef Sticks
Lester Park	School-wide	\$448.70	Box Tops for Education
Myers-Wilkins	School-wide	\$163.20	Box Tops for Education
Myers-Wilkins	School-wide	\$250.00	Spring School Picture Commission
Ordean-East	PhyEd	\$240.70	Box Tops for Education
Stowe	School-wide	\$338.20	Box Tops for Education

## 103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS

### I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

### II. GENERAL STATEMENT OF POLICY

- A. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond *in-writing in the same communication method as the complaint was received* to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

**Cross References:** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 514 (Bullying Prohibition)  
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

New Policy  
Replacing: Policy 1090  
First Reading: 06-19-2018  
Adopted:

**~~1090 — COMPLAINTS CONCERNING SCHOOL PERSONNEL~~**

~~Whenever a complaint is made directly to the School Board as a whole or to a School Board member as an individual, it shall be referred to the administration for study and response to the School Board. The employee involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he/she sees them. Should the School Board deem it necessary to address the complaint, the person(s) who made the complaint, the administration, and the employee involved will be requested to attend the meeting. Subsequently, the School Board will respond to the complaint.~~

~~Any parent, guardian, or other person who upbraids, insults, or abuses any teacher on school property or in the presence of pupils may be prosecuted by the School District under the provisions of law, if the School Board approves such legal action.~~

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

~~Revised: 06-20-1995 ISD 709~~

## **110 - DULUTH PUBLIC SCHOOLS WEBSITE ACCESSIBILITY POLICY**

### **I. PURPOSE OF POLICY**

In order to comply with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, websites must meet the Web Content Accessibility Guidelines (WCAG) as instituted by the World Wide Web Consortium (W3C). Those schools not complying are subject to official complaints from the U.S. Department of Education Office for Civil Rights, fines from the U.S. Department of Justice, and further legal action.

As part of the WCAG 2.0 specification to make school websites accessible and ADA compliant, Duluth Public Schools is required to make public its Web Accessibility Policy.

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

The Duluth Public Schools is committed to ensuring accessibility of its website for students, parents, and members of the community with disabilities. All pages on the Duluth Public Schools website will conform to the W3C Web Accessibility Initiative's (WAI) Web Content Accessibility Guidelines (WCAG) 2.0, Level AA conformance, or updated equivalents of these guidelines.

The [Superintendent/School Director] is directed to establish procedures whereby students, parents, and members of the public may present a complaint regarding a violation of the Americans with Disabilities Act (ADA), Section 504 and Title II related to the accessibility of any official District web presence which is developed by, maintained by, or offered through the District or third party vendors and open sources.

### **III. WEBSITE ACCESSIBILITY**

With regard to the Duluth Public Schools website and any official Duluth Public Schools web presence which is developed by, maintained by, or offered through third party vendors and open sources, the Duluth Public Schools is committed to compliance with the provisions of the Americans with Disabilities Act (ADA), Section 504 and Title II so that students, parents and members of the public with disabilities are able to independently acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as those without disabilities, with substantially equivalent ease of use; and that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any Duluth Public Schools programs, services, and activities delivered online.

All existing web content produced by the Duluth Public Schools, and new, updated and existing web content provided by third-party developers, will conform to Web Content Accessibility Guidelines (WCAG) 2.0, Level AA conformance, or updated equivalents, by [Date]. This Regulation applies to all new, updated, and existing web pages, as well as all web content produced or updated by the Duluth Public Schools or provided by third-party developers.

#### IV. WEBSITE ACCESSIBILITY CONCERNS, COMPLAINTS AND GRIEVANCES

A student, parent or member of the public who wishes to submit a complaint or grievance regarding a violation of the Americans with Disabilities Act (ADA), Section 504 or Title II related to the accessibility of any official Duluth Public Schools web presence that is developed by, maintained by, or offered through the Duluth Public Schools, third party vendors and/or open sources may complain directly to a school administrator, or the school or District webmaster. The initial complaint or grievance should be made using Website Accessibility Complaint/Request Form, however, a verbal complaint or grievance may be made. When a school administrator or School/District webmaster receives the information, they shall immediately inform the [website compliance coordinator].

Whether or not a formal complaint or grievance is made, once the Duluth Public Schools has been notified of inaccessible content, effective communication shall be provided as soon as possible to the reporting party to provide access to the information. The Complainant should not have to wait for the investigation of the complaint to be concluded before receiving the information that he/she was unsuccessful in accessing.

Complaints should be submitted in writing, via email, or by completing the website complaint form. To file a complaint or grievance regarding the inaccessibility of the Duluth Public Schools public website content, the Complainant should submit the website feedback form.

The formal ADA non-compliance complaint should include the following:

- Name
- Address
- Date of the Complaint
- Description of the problem encountered
- Web address or location of the problem page
- Solution desired
- Contact information in case more details are needed (email and phone number)

The complaint or grievance will be investigated by the [website compliance coordinator] or another person designated by the [Superintendent/School Director]. The student, parent, or member of the public shall be contacted no later than five (5) working days following the date the website accessibility compliance coordinator receives the information. The procedures to be followed are:

- An investigation of the complaint shall be completed within fifteen (15) working days. Extension of the timeline may only be approved by the [Superintendent/School Director].
- The investigator shall prepare a written report of the findings and conclusions within five (5) working days of the completion of the investigation.
- The investigator shall contact the Complainant upon conclusion of the investigation to discuss the findings and conclusions and actions to be taken as a result of the investigation.
- A record of each complaint and grievance made pursuant to Governing Board Policy [###] shall be maintained at the Duluth Public Schools office. The record shall include a copy of the complaint or grievance filed, report of findings from the investigation, and the disposition of the matter.



New Policy  
Replacing: None  
First Reading: 06-19-2018  
Adopted:

## Premium Summary & Comparison

COVERAGE	2017 – 2018 (LIBERTY & DAKOTA TRUCK) ANNUALIZED EXPIRING PREMIUMS	2018 – 2019 (LIBERTY & DAKOTA TRUCK) PROPOSED RENEWAL PREMIUMS
Property	\$217,989	\$223,901
General Liability/School Leaders Legal Liability	\$82,552	\$90,596
Crime	\$5,484	\$5,057
Inland Marine	\$12,460	\$10,226
Automobile	\$36,980	\$42,413
Umbrella	\$12,037	\$13,159
Terrorism	\$14,306	\$14,549
<b>Vacant Building – CSU(Cincinnati)</b>	\$19,559.04	\$19,215.93
<b>Estimated Package Premium:</b>	<b>\$401,079.04</b>	<b>\$419,116.93</b>
Workers' Compensation	\$538,505	\$520,512
Cyber Liability – Beazley	\$20,447.26	\$28,635.85
<b>TOTAL</b>	<b>\$961,319.30</b>	<b>\$968,264.78</b>

### COVERAGE CHANGES effective 8/1/2018:

Description	Expiring Limits	Renewal Limits	Difference
Blanket Building Values	\$494,511,850	\$494,961,850	\$450,000
Computer Equipment	\$ 10,611,903	\$ 8,378,185	\$2,233,718
Total Payroll	\$ 61,807,067	\$ 65,954,718	\$4,147,651
Experience Mod	1.15	1.19	.04
Cyber Liability	11 Month Premium	12 Month Premium	\$706 AP
Cyber Liability	\$1,000,000	\$2,000,000	\$1,000,000
Vacant Buildings	3 Locations	2 locations	Removed Nettelton
Auto Units	70	73	3 Additional units
# of Students & Faculty	8635 persons	8729 persons	94 Additional

### Request to Bind Insurance Coverage

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and The Duluth Area Family YMCA, hereinafter called Duluth Y.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 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.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

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

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

Addendum 1- Staffing Design Model

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

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 12% administrative fee. The administrative fee of 12% will be based on the expenses submitted in each invoice. Total invoices shall not

exceed projected budget (Other Contracted Services Fund 130500). Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The Director of Community Education will review and sign off on all invoices prior to reimbursement.

#### Addendum 2 - Projected Budget.

At the end of the fiscal year for the District – June 30, 2019 the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 12% overhead charge from the District. Duluth Y is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Invoices will be submitted to the district on a monthly basis.
- b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y;
- c. Final payment after programs are audited will occur no later than September 15, 2019.
- d. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

9. **Notices.** All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care of Jay Roesler, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Duluth Y shall be deemed to have been given by

depositing the same in writing in the United States Mail or hand delivered to Melissa Fanning, Duluth YMCA, 302 W. 1<sup>st</sup> Street, Duluth, MN 55802.

10. **Assignment.** Neither party shall in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the other party.

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

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

*Sara Cole*  
\_\_\_\_\_  
Name

\_\_\_\_\_  
School Board Clerk

*President & CEO*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
CFO, Executive Director of Business Services

\_\_\_\_\_  
Taxpayer Identification Number

# Key Zone Staffing Design

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ISD 709 Duluth Public Schools Director of Community Education and Duluth YMCA Community Services Director: Directors will provide leadership and direction to all school year and summer programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Program Co-Directors: The Directors oversee all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program and evaluation databases, participant attendance and activity records, tracks reimbursements, in-kind expenses, volunteer time, and records minutes from all meetings. The Directors supervise the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the nine sites has a part/full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all out of school time staff including AmeriCorps Members, youth specialists and/or club instructors.

AmeriCorps Members: Members will be placed to provide academic enrichment, youth development, homework help and service learning.

Youth Specialists/Club Instructors: Each site has instructors who teach during the Enrichment Clubs. Liaisons work with all community –based instructors to design appropriate lesson plans and oversee implementation and outcomes. Staff who instruct receive training in child development instructional strategies, building safety, interventions and implementation methods. The number of instructors needed per site depends on the number of children enrolled with a goal of a 1:15 student-to-staff ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in public spaces.

Student-to-staff ratios: 1:15 student-to-staff ratio in all grade K-5 activities not including volunteers. 1:10 student-to-staff ratio for any pre-kindergarten groups.

Object Description	Fund	KeyZone
		FY 2019
		<u>Budget</u>
Fees from Patrons		1,341,000.00
Misc Revenue Local		50,500.00
		<hr/>
Total Revenues		1,391,500.00
04-570-xxx-321-272- Expenses		
LIC SAL-HRLY, CLASSRM SUPPORT	114302	-
NON-LIC SAL, INSTR SUPPORT	114400	38,445.00
NONINSTR SUPPORT SALARY	117000	125,061.00
CLASSIFIED SUPPORT, HRLY SALARY	117002	65,000.00
STIPEND SALARY-LICENSED/CERT	118500	2,500.00
OVERTIME, SHIFT DIFFERENTIAL	118501	100.00
CERT TCHR SUMMER SCHOOL	118502	5,000.00
OVERTIME, SHIFT DIFFERENTIAL	118601	-
SEVERANCE PAY	119100	-
	Subtotal	236,106.00
FICA/MEDICARE	121000	18,064.00
PERA	121400	17,334.00
CERTIFIED STAFF RETIREMENT	121800	375.00
HEALTH INSURANCE PRIMARY	122000	62,441.00
LIFE INSURANCE	123000	703.00
DENTAL INSURANCE	123500	1,875.00
LONG TERM DISABILITY INSURANCE	124000	433.00
HRA HLTH REIMB ARRANGEMENT	125100	15,320.00
WORKERS COMPENSATION	127000	1,811.00
UNEMPLOYMENT COMPENSATION	128000	625.00
OTHER EMPLOYEE BENEFITS	129900	-
	Subtotal	118,981.00
OTHER CONTRACTED SERVICES	130500	860,000.00
COMMUNIC SVCS-PHONE, I-NET	132000	-
TRANSPORTATION CHRGBACKS	136500	11,100.00
AIRFARE	136600	600.00
MILEAGE	136601	750.00
REGISTR/LODGING/MEALS	136602	550.00
ENTRY FEES/STUDENT TRAVEL	136900	1,750.00
RENTALS & LEASES-EQUIPMENT	137000	-
FEES-TUIT, ADMISSION, STUDENT	139400	2,000.00
PRINTING CHARGEBACK	139802	1,000.00



GENERAL SUPPLIES	140101	1,000.00
CLASSROOM SUPPLIES	143000	27,700.00
FOOD	149001	37,500.00
TECHNOLOGY EQUIPMENT	155500	-
MISC-TO BE REALLOCATED	189900	-
	Subtotal	943,950.00
	Expense Totals	1,299,037.00
	Net Profit/(Loss)	<u>92,463.00</u>

Dear Duluth School District 709 leader,

Thank you for your partnership with Frontline as we grow and continue our dedicated focus on serving K-12. More than 12,000 educational organizations representing over 80,000 schools now rely on Frontline solutions for everything from absence and attendance management, to professional learning, to special education and interventions, to employee records management.

As your partner, our focus continues to be on supporting K-12 leaders and educators. We're pleased to serve you through our 20+ years of experience, our employees' in-depth knowledge of education, and our commitment to continue to provide industry-leading solutions and technology for education.



SINGLE FRONTLINE  
APPLICATION ID



INTUITIVE  
MOBILE APP



SOC2 COMPLIANT  
SECURITY



INSIGHTS-DRIVEN  
DASHBOARDS

In 2017 we made significant strides in building the industry-leading Frontline Insights Platform. Many clients are now enjoying the benefits of a Single ID for your Frontline applications, an intuitive mobile app, SOC2 compliant security, insights-driven dashboards and more.

Our market leading Client Support & Success teams also put extensive time and focus on ensuring that we are easy to do business with and readily accessible to support clients in their journey of using Frontline solutions. Common processes and standard tools have led to a more unified client success experience for our users across all of our solutions. Additional solution area experts have been added and are available for best practice question and answers. These changes make your engagement and experience with Frontline easy, effective and productive.

We recognize you've put significant time into the decision to choose Frontline and worked hard to make it a success across your organization. By continuing our partnership, you'll maintain the momentum you've built in your organization.

## What Added Value Will You Get Upon Renewal?

We're excited to offer some significant new benefits. Upon your renewal, you'll be initiating an upgrade to the enhanced functionality of our Frontline Insights Platform. These enhancements will become available at upgrade and continue being added over the course of the year. This platform is laying the groundwork for a completely connected set of solutions for K-12, one of the most popular requests in our client surveys.

As you know, some of our solutions already include:

- A single ID for your Frontline applications
- SOC2 compliant security
- Market-leading dashboards
- A mobile app
- A common user experience and navigation
- Benchmarking your district performance against the largest nationally-validated employee data set in K-12 education

As a result of your renewal, you will also be eligible to receive course libraries – these are specific courses for compliance and professional growth related to the solutions you already have from Frontline. The courses provide crucial learning for employees and are fully-SCORM compliant.

All clients will receive one free subscription to *The Line*, an award-winning publication focused on civil discourse in K-12. Your subscription includes two print editions and unlimited access to articles online.

## What's Changing With Your Renewal?

We are seeking to provide equitable pricing across our client base in line with the value you receive and the pricing paid by clients of comparable size with the same solutions. Your renewal amount reflects this adjustment.

In addition, we have simplified your invoice by using the same pricing methodology across all of your Frontline solutions. You will no longer see variations to pricing based on different employee types, as you may have in the past. The new pricing method also allows you to have an unlimited number of employees within your

organization use our solutions, providing predictability for your budget even as you increase your usage of the solutions.

### What's Your Next Step?

Your organization's specific pricing information is included in this document. We will need you to acknowledge the renewal to continue your services and begin your upgrade to the enhanced functionality of the Insights Platform.

### To acknowledge your renewal, please go to the Renewal Form here.

If you've been previously contacted by a Frontline Client Success Manager or renewal team member, please reach out directly to them with any questions. Otherwise, feel free to contact us at [renewals@frontlineed.com](mailto:renewals@frontlineed.com).

### Did You Know?

Frontline has a new and exciting offering that can be added to your current solutions. Learning & Collaboration Resources includes 35 micro-credentials, collaborative groups, nearly 3,000 videos, and over 550 courses to equip your teachers to become masters of their craft. Learn more [here](#) and then contact your Frontline representative to schedule an overview.

### How Can You Learn More?

If you have additional questions, we invite you to read our [FAQs](#).

Additionally, to learn more about the upgrade to enhanced functionality, please visit our [Client Resource Page](#).

We've made significant investments in our industry-leading platform, and we can't wait to help your district tap into the enhanced capabilities we are rolling out.

Sincerely,

Jim Catalino, Client Success Officer



# Renewal Notice

Acct #: 9012850  
CDUS12961

## HOW SHOULD I READ MY RENEWAL NOTICE:

Our new pricing method allows you to have an unlimited number of employees within your organization use our solutions, providing predictability for your budget even as you increase usage of the solutions. Because of this unlimited usage, product quantities are not listed on the invoice.

You'll see just one simple line item per product, and you will no longer see multiple line items per solution with variations to pricing based on different employee types. We trust this simplifies the reading of your invoice and makes it easier to do business with Frontline.

Duluth School District 709  
Accounts Payable  
215 N 1St Ave E  
Duluth MN 55802

**Subscription Start Date:** 8/24/2018

Description	Start	End	End User	Amount
Employee Evaluation Management with Danielson 2011/2013, unlimited usage for internal employees	8/24/2018	8/23/2019	9012850 Duluth School District 709	\$26,856.20

**TOTAL RENEWAL** \$26,856.20

**MEMORANDUM OF AGREEMENT  
between the University of Minnesota Duluth  
and Independent School District 709**

**Term of Agreement: 2018-2019**

By this agreement, the University of Minnesota Duluth, College in the Schools (CITS) and the Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified junior and senior students.

The Duluth Public Schools will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in instruction of the courses;
- Coordinate student records and class rosters with UMD Office for Students in Transition administration;
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office for Students in Transition administration; and
- Agree to partner with UMD CITS for academic year 2018-2019.

With the coordination of the Office for Students in Transition and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS course offerings to the Duluth Public School's qualified junior and senior students for UMD credit taught by UMD approved teaching specialists;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program; and
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation.
- Select and support CITS faculty mentors who provide professional development to and collaborate with UMD CITS teaching specialists;
- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, UMD Library services, UCard, and others; and
- Share CITS survey and research information.

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge \$92 per student, per course based on the UMD CITS class lists printed after the UMD student course cancellation/add deadlines (see Addendum A for course listing). UMD will bill ISD 709 three times yearly, in December, late January and April. Bills are payable within 30 days.

CITS courses offered in the Duluth Public Schools may be amended and/or expanded in each succeeding year.

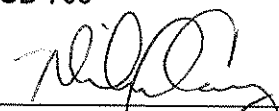
**UMD**

\_\_\_\_\_ Date \_\_\_\_\_  
Gerald Pepper  
Associate Vice Chancellor for Academic Affairs

**ISD 709**

 \_\_\_\_\_ Date 4/1/18  
Amy Starzecki  
Assistant Superintendent

**ISD 709**

 \_\_\_\_\_ Date 6/7/18  
Michael Cary  
Director of Curriculum & Instruction

\_\_\_\_\_ Date \_\_\_\_\_  
~~William Cronseth~~ Douglas A. Haster  
~~Superintendent~~ Superintendent  
~~William Cronseth~~  
\_\_\_\_\_ Date \_\_\_\_\_  
David Kirby  
School Board Chair

## Duluth School District #709 UMD CITS Statistics

May 10, 2018

**FY18**

Enrollments are duplicated				UMD CITS Fall 2017		Two High Schools: Denfeld and East
	Total Final Enrollment	Total Sections	Credit Hrs	MOA Billing	Savings to Students	
Denfeld	114	6	384	\$10,488.00	\$177,469.44	2017-2018 Undergraduate Tuition \$462.16 per credit
East	299	12	1138	\$27,508.00	\$525,938.08	
				\$37,996	\$703,407.52	

Enrollments are duplicated				UMD CITS Spring 2018	
	Total Final Enrollment	Total Sections	Credit Hrs	MOA Billing	Savings to Students
Denfeld	14	1	56	\$1,288.00	\$25,880.96
East	123	6	365	\$11,316.00	\$168,688.40
<b>Grand Total</b>	<b>550</b>	<b>25</b>	<b>1943</b>	<b>\$50,600</b>	<b>\$897,976.88</b>

**FY17**

Enrollments are duplicated				UMD CITS Fall 2016		Two High Schools: Denfeld and East
	Total Final Enrollment	Total Sections	Credit Hrs	MOA Billing	Savings to Students	
Denfeld	104	5	386	\$9,568	\$176,610.44	2016-2017 Undergraduate Tuition \$457.54 per credit
East	319	12	1236	\$29,348	\$565,519.44	
				\$38,916	\$742,129.88	

Enrollments are duplicated				UMD CITS Spring 2017	
	Total Final Enrollment	Total Sections	Credit Hrs	MOA Billing	Savings to Students
Denfeld	23	2	81	\$2,116.00	\$37,060.74
East	143	6	486	\$13,156.00	\$222,364.44
				\$15,272	\$259,425.18
<b>Grand Total</b>	<b>589</b>	<b>25</b>	<b>2189</b>	<b>\$54,188</b>	<b>\$1,001,555.06</b>

### Minnesota Department of Education Concurrent Enrollment 2016-2017 Aid Calculation

- o State reimbursement for concurrent enrollment 2016-2017 was \$54.01 /student /course.
- o Total reimbursement for ISD #709 was \$84,580.07 for 1,566 concurrent enrollments (all providers).
- o ISD #709 UMD College in the Schools total enrollment for 2016-2017 was 589.
  - o Total reimbursed for UMD CITS courses (589 x \$54.01) \$31,811.89
  - o Fees paid to UMD as per MOA 2016-2017 \$54,188.00
- o 2016-2017 cost to ISD #709 as per MOA was \$37.99 per student per course.

Statistics Compiled from a Report Generated by MDE 02/02/2017  
(funds have not been dispersed for 2017-2018)

**ADDENDUM A**  
**2018-2019 List of UMD CITS Courses**  
**To Be Offered in ISD 709**

<b>Course Title</b>	<b>Course #</b>	<b>Credit</b>	<b>CITS Teachers</b>
Calculus I*	MATH 1296	5	William Garnett Peter Graves Ed Lewis
Economics and Society	ECON 1003	3	Gina Hallinday** Richard Updegrave
Intermediate German I	GER 1201	4	Lynn Hinzmann Nicole Scharte**
Intermediate German II	GER 1202	4	Lynn Hinzmann Nicole Scharte**
Weight Training	PE 1616	1	Joseph Hietala
Introduction to Sociology	SOC 1101	4	Adair Ballavance Catherine Nachbar
Intermediate Spanish I	SPAN 1201	4	Rebecca Alm-Foix Kimberly Kroll Strukel**
Intermediate Spanish II	SPAN 1202	4	Rebecca Alm-Foix Kimberly Kroll Strukel**
College Writing	WRIT 1120	3	Stephanie Mickle Stuart Sorenson
	<b>Total</b>	<b>32</b>	

\*All-Year

\*\*Pending approval



## MASTER SERVICE AGREEMENT

This Agreement ("Agreement") is made by and between ALICE Training Institute LLC ("ATI") with its principal place of business at 3593 Medina Road #320, Medina, OH 44256 and the Customer described below. ATI agrees to furnish services as described below ("Services") for certain training programs offered by ATI. This Agreement constitutes with respect to the Services the entire agreement between Customer and ATI.

<b>Customer:</b>	Duluth School District William Gronseth william.gronseth@isd709.org	Proposal No:	Q-01293
		Proposal Expires:	7/30/2018
		Proposal By:	Matt Blotevogel
		Email:	mblotevogel@alicetraining.com

**Services:** ALICE Services listed below, each subject to the applicable Terms and Conditions attached hereto.

**Term:** The 36 month term for recurring Services begins on **8/1/2018** and ends on **7/30/2021**.

**Payment:** Invoiced Annually - Net 15

### ANNUAL RECURRING SERVICES

Item	Description	Quantity	Price
1000	Elearning Users (K12)	2,000	\$15,980.00
1200	Elearning Support & Maintenance	1	\$2,000.00

Annual Recurring Investment: \$17,980.00

**TOTAL RECURRING INVESTMENT OVER TERM: \$53,940.00**

### ONE-TIME SERVICES

Item	Description	Quantity	Price
4000	The ALICE Organizational Certification program helps mitigate legal and financial risk by ensuring your violent intruder response plan complies with Federal and State guidelines. A comprehensive document set includes customizable policy templates, implementation best practices, and program roll-out plans.	1	\$0.00
852	ALICE Contract 2 Day	1	\$16,000.00
706	Travel and Lodging Expenses	1	\$2,000.00

**TOTAL ONE-TIME INVESTMENT: \$18,000.00**

**TOTAL CONTRACT INVESTMENT OVER TERM: \$71,940.00**

**Accurate Sales Tax will be added when applicable.**

**ON-SITE TRAINING DETAILS**

Requested Date(s): 2099-12-31

Location: TBD

Max Class Attendees: 50

Max Scenario Attendees: 50

Duluth, MN 55802

Note: Due to increased demand, Requested Date(s) are not guaranteed unless this Agreement is countersigned by ATI and returned to You. Requested Date(s) will be awarded on a first come, first serve basis and are subject to availability.

<p>SOW011</p>	<p>This training will create ALICE Certified Instructors (ACI) who will serve as the Violent Intruder Response subject-matter domain person(s) for the organization. ACI's will conduct all hands-on training (demonstrations, practical scenarios, and evaluation drills) that complement and enhance the response options, strategies, and concepts learned in the ALICE e-Learning.</p> <p>Demonstrations provide visual examples of strategic techniques and physical recommendations, and show how they achieve the desired objective and benefit.</p> <p>Practical scenarios allow the learners to practice both decision-making and physical exercises, building muscle memory and making quicker, proper response choices probable. This is very important component for increasing survivability.</p> <p>Evaluation drills are announced events that make building occupants respond to provided stimulus. Their choices and responses are observed by the ACI's in order to evaluate the learning conducted through the e-Learning, demonstrations, and practical scenarios.</p> <p>ACI's will also have access to ATI-provided templates and recommendations that will assist in the enterprise roll-out of the new plan, policy, and procedures. ACI's will assist Executive Level, HR, Security, and other related staff in establishing guidelines, timelines, documentation, presentations, and all other requirements need for ALICE Implementation.</p>
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IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

**ATI SIGNATORY**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**CUSTOMER BILLING INFORMATION**

Billing Contact Name: \_\_\_\_\_  
Billing Phone: \_\_\_\_\_  
Billing Email: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CUSTOMER SIGNATORY**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_  
Purchase Order: \_\_\_\_\_  
Sales Tax Exempt No. \_\_\_\_\_

\*Sales Tax Exemption Certificate must be attached.

## TERMS AND CONDITIONS – SERVICES

By executing the Master Service Agreement, You agree to these terms and conditions (the “Terms and Conditions”). If You are entering into the Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates (as defined below) to these Terms and Conditions. If You do not have such authority, or if You do not agree with these Terms and Conditions, You must not accept the Agreement and may not use the Services (as defined below).

These Terms and Conditions describe the terms under which the Alice Training Institute, LLC (“ATI”) offers You access to its Services. By accessing the Services, You agree to comply with and to be bound by the Terms and Conditions set out herein.

In the event of any conflict between the provisions contained in an Agreement and these Terms and Conditions, the provisions in the Agreement shall control (provided, however, that the fact that a provision appears in an Agreement but not these Terms and Conditions, or in these Terms and Conditions, but not the applicable Agreement, shall not be deemed to be a conflict for purposes of this sentence).

### 1 Standard Definitions

- 1.1 Affiliates. Means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to the Agreement.
- 1.2 Agreement. Means the Master Service Agreement between You and Us.
- 1.3 ALICE. Means the violent intruder response program that includes Alert, Lockdown, Inform, Counter, and Evacuate strategies.
- 1.4 Beta Services. Means Our services that are not generally available to customers.
- 1.5 Fees. Means all monetary charges for Services resulting from the Agreement and these Terms and Conditions.
- 1.6 Marks. Means Our trademarks, service marks, logo and certification marks.
- 1.7 Program. Means ALICE and RAIDER collectively or individually.
- 1.8 RAIDER. Means the solo officer tactical training program that includes Rapid Deployment, Awareness, Intervention, Decisiveness, EMS, and Recovery strategies.
- 1.9 Registrant. Means an individual who is authorized by You to access the Services.
- 1.10 Services. Means the Services contracted for in the Agreement, which may include instruction and teaching of the Program using the ATI approved curricula and training models.
- 1.11 We, Us, Our. Means the Alice Training Institute, LLC.
- 1.12 You, Your. Means You as an individual or the legal entity identified as the Customer in the Agreement.

### 2 Obligations of ATI

- 2.1 Training. We shall carry out the Services at the time and place upon which the parties agree in writing.
- 2.2 Quality. We represent and warrant that: i) the Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards; and, ii) We have all rights including, without limitation, intellectual property rights to the Services and to provide the Services for use by You in accordance with these Terms and Conditions and the Agreement.
- 2.3 Additional Services. The parties may agree to add Services to the Agreement from time to time. We shall provide a price estimate of such extra Services and will finalize a price proposal for the additional Services to which You must agree, in writing and in advance, before such additional Services are incorporated to the Agreement.

### 3 Customer Obligations for On-Site Services

- 3.1 Terms & Conditions. No terms or conditions endorsed on Your order, specification, or similar document will form part of the contract between the parties. By placing an order for Services, You acknowledge the applicability of the Agreement and these Terms and Conditions.
- 3.2 Cancellation. You agree that the cancellation of Services less than fourteen (14) days in advance of the Service Date(s) will result in a cancellation fee equal to twenty percent (20%) of the cancelled Services, not to exceed Fifteen Hundred dollars (\$1,500), and invoiced immediately. Services cancelled fourteen (14) days (or more) in advance will be rescheduled without penalty at a time that is mutually acceptable to both parties.
- 3.3 Designation of Training Liaison. You shall designate an individual who shall be Our main point of contact within Your organization (the "Training Liaison"). The Training Liaison will be responsible to consult with Us on any details related to the delivery of Services including location and audio-visual requirements. The Training Liaison will respond to all of Our communications seeking information within one (1) business day.
- 3.4 Location. Should You agree to host an on-site training, You agree to provide a classroom-type location with audio-visual capabilities (computer compatible projector) that has sufficient size to handle all participants, and a location to conduct practical hands-on scenarios.
- 3.5 Safety Audits. If specified in the Agreement, You agree to provide Us with pre-announced frequency of facility and building administrator access, during the Agreement's term (the "Term"), to confirm that satisfactory training facilities and procedures are in place.
- 3.6 Waiver. Some Services may include practical hands-on training scenarios to demonstrate key Program concepts and may include the use of airsoft (or similar) equipment. You agree that only those participants who sign Our training waiver, can participate in that portion of the Services. Additionally, participants may choose to be involved only up to their respective individual levels of comfort.

Reports. Upon conclusion of each contracted class, You shall provide the following reports to Us: the attendance sign-in sheet; and all class evaluation forms

#### 4 **Customer Obligations for eLearning Services**

- 4.1 Responsibility for Use. To enable access and use of the Services, You agree to: (i) obtain access to the world-wide web; (ii) complete the implementation and setup process as directed by Us including, but not limited to, Registrants agreeing to the terms and conditions presented on Our eLearning portal, which may change from time to time, provided that any such terms and conditions that purport to amend any provision of these Terms and Conditions and/or the Agreement shall be null and void and of no effect; (iii) be responsible for maintaining the confidentiality of any passwords and account information provided by Us to You; and (iv) to immediately notify Us of any unauthorized use of Your account, breach of security or loss or theft of Registrant user IDs or passwords.
- 4.2 Registrations and Registrants. Your Agreement will specify a number of Registrants allowed for a given Service and Fee. You will be billed for any registrations beyond this number at the rate specified in your Agreement, or the then current rates for overage if none is specified. Except for price, which may differ, You agree that Registrants incurred beyond the contracted level will be subject to these Terms and Conditions.  
You agree that the number of Registrants listed on the Agreement is the minimum number of Registrants for which You will pay annually. Should there be fewer Registrants than this minimum number, Fees will not be reduced. Unused Registrations will not roll over to another term year.
- 4.3 Responsibilities. You will provide complete and accurate data. We may rely upon such data when providing You Services. If Your data provided to Us is inaccurate and/or incomplete, We will not be liable for any performance or alleged non-performance of Services caused by such inaccuracy or incompleteness.  
If specified on the Agreement, We may assign you one or more user IDs and passwords that will enable You to access the Services. You shall take reasonable precautions to protect against theft, loss or fraudulent use of such IDs and passwords. You will use the Services only for lawful purposes and in accordance with these Terms and Conditions.
- 4.4 Designation of Administrative Liaison. You shall designate an individual who shall be Our main point of contact ("Administrative Liaison"). The Administrative Liaison will be responsible to consult with Us regarding the Services and whether the Services are reasonably addressing Your eLearning needs. The Administrative Liaison will respond to all of Our communications seeking information within one (1) business day.

- 4.5 Notification of Service. In consultation with Us, the Liaison shall use commercially reasonable efforts to promote the Services to Registrants. In so doing, the Administrative Liaison shall include a written notification that Your organization has purchased a certain number of subscriptions to the Service.
- 4.6 Technical Requirements. You shall be responsible for achieving the following technical requirements to enable access and use of the Services:

Whitelist the following domains on firewalls:

- cloud.scorm.com
- portal.alicetraining.com
- mg.alicetraining.com (also whitelist on mail servers for noreply@mg.alicetraining.com)

Supported Browsers: IE 9+, Safari 5+, Chrome 10+, Firefox 4+

Browser Settings:

- Javascript must be enabled.
- Third-party cookies must be allowed.
- Popups must be allowed.
- Add **portal.alicetraining.com** and **cloud.scorm.com** as trusted sites.

- 4.7 Other Responsibilities. You shall be responsible, where applicable, for Registrants' compliance and their use of Services in accordance with the Agreement, these Terms and Conditions and applicable laws and government regulations. In so doing, You shall not: (i) sell, resell, rent or lease the Services; (ii) operate to modify or abridge the Services; (iii) tamper with or remove copyright notices and Marks; and, (iv) copy, modify, upload, download, transmit, publish or otherwise distribute any Service content, except as expressly permitted by the Agreement. You are solely responsible for acquiring and maintaining all equipment, software and communication services necessary to allow Your access to the Services.

## 5 Ownership of Services, Programs and Use Marks

- 5.1 Ownership of Program. You acknowledge that the Program, and know-how relating thereto, and the educational manuals, brochures, training programs, processes, and information contained or embodied therein (including all intellectual property related thereto) (collectively "ATI Intellectual Property") constitute valuable, confidential and proprietary property rights of Ours. We are and shall remain the sole owner of the ATI Intellectual Property. You further acknowledge that Your use of the Program under the Agreement shall not operate to modify or abridge such rights of Ours in the Program or create any rights of Yours in the Program.
- 5.2 Ownership of Marks. Nothing in the Agreement shall constitute a transfer, license, or assignment of any Marks or other intellectual property right of either party unless otherwise specifically granted.
- 5.3 Proprietary Rights. You acknowledge that We or Our licensors retain all copyright, trademark, trade secret, patent and other proprietary and intellectual property rights to the Services, and any or all modifications to the Services, related documentation and marketing materials regardless of (i) whether such intellectual property notices appear on the materials or (ii) whether such intellectual property notices have been filed with governmental agencies. Nothing in the Agreement will directly or indirectly be construed to assign or grant You any right of ownership, title or interest in the Services, or any intellectual property rights relating thereto.
- 5.4 Non-Disclosure. You agree not to disclose to anyone Our trade secrets and that You will not use any of the information available within the Services to compete against Us or reverse engineer Our product offerings. No competitors or future competitors are permitted access to Our Services or information, and any such access by third parties is unauthorized. You agree that You will not copy, record, publish, compile, reproduce, republish, use or resell for any competing commercial purpose any information on our Services. In addition, You agree to pay all reasonable attorney's fees and costs incurred by Us in enforcing these provisions.
- 5.5 Copyright Act. To the best of Our knowledge, all material published by Us and other media properties, are done in full agreement with the original copyright owners (be that ATI or another third party). If You come across a situation where You suspect that this may not be the case, in accordance with the Digital Millennium Copyright Act (DMCA), We ask that You contact:
- Alice Training Institute, LLC.  
ATTN: General Counsel  
2508 Medina Road  
Medina, OH 44256

- 5.6 Suggestions for Improvement: We shall have a royalty-free, worldwide, irrevocable, non-exclusive, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You and the Registrants, relating to the operation or content of the Services.

## 6 Licensing of Services, Programs and Use Marks

- 6.1 License Grant. Subject to these Terms and Conditions, We will provide You with a non-exclusive, non-transferable license to access and use the Services as upgraded from time to time. You may use the Services only for purposes of performing Your internal training operations. You may not use the Services as part of a commercial time-sharing or service-bureau operation or in any other resale capacity. Except for the foregoing license, no other rights in the Services are granted to You hereunder. The Services are and will remain Our sole and exclusive property and that of Our licensors, if any, whether the Services are separate or integrated with any other products, services or deliverables.
- 6.2 License to ALICE Marks. During the Term, We hereby grant to You and Your Affiliates a limited, non-transferable, non-exclusive, non-assignable license to use and display Marks (e.g., the ALICE trademark, service marks, and logo). In the event that We reasonably object to the manner in which You use Our Marks, hereof, We shall notify You in writing and You shall cease using such Marks in the manner found objectionable.

You agree not to use any Marks on stationery, business cards or signs with Your logo or within internet domain names or company names. Use of these references could incorrectly imply more than a safety certification relationship between the parties.

Upon termination of the Agreement, all material that refers to a Certification Mark shall be immediately removed from distribution and further use of any Marks shall be discontinued.

If some building locations within Your organization are entitled to bear the Certification Mark but others are not, You must make it clear which locations are certified by Us and which are not. You agree not to use the Certification Mark in general advertising or promotional material to suggest that non-certified locations have in fact been certified.

## 7 Limitation of Warranties and Liability

- 7.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU AGREE THAT THE ALICE SYSTEM IS PROVIDED ON AN "AS IS" BASIS. WE DO NOT REPRESENT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY CLAIM FOR INJURIES OR DAMAGES RELATED TO THE USE OF THE SERVICES, EXCEPT FOR DAMAGE ARISING OUT OF THE SERVICES' INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, THE VIOLATION OF APPLICABLE DATA PRIVACY OR DATA SECURITY LAWS, AND INJURIES OR DAMAGES ARISING OUT OF OUR GROSS NEGLIGENCE.
- 7.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES, ADDITIONAL EMPLOYEE HOURS, LOSS OF ANTICIPATED SAVINGS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 8 **Organization Certification**. We agree to issue an ALICE certificate that demonstrates You are an authorized licensee including any certification level that may be associated with the Services during the Term. This certification (the "Certification") shall include: (i) Your name, (ii) an ALICE Certified Mark including safety level, (iii) a Certification number, and (iv) issue and expiration dates. You agree that We may publish this organizational certificate on the Alice certification directory. Additionally, You agree that We may issue a press release identifying the same, subject to Your prior approval, which will not be unreasonably withheld or delayed.
- 9 **Registrant (Individual) Certification**
- 9.1 Individual Certificate. Each Registrant who completes a training Service shall be awarded a certificate (the "Individual Certificate") that bears the Marks for that Service. Individual Certificate shall include: (i) Registrant's name; (ii) ALICE Certified Mark including any designated safety level; (iii) Certification number; and (iii) issue and expiration dates.

9.2 **Printed Certificates.** At the sole expense of the Registrant, ATI shall make available, for a nominal fee, a printed certificate for any valid Individual Certificate. Certificates will be printed and mailed via US Postal Services.

## 10 Fees, Payment and Taxes

10.1 **Fees and Payment.** You agree to pay all Fees and other charges in accordance with the Agreement. If You do not pay Fees or other charges when they are due, then such amounts owing may accrue late interest at the maximum rate permitted by law from the date such payment was due until the date paid. Payment shall be made by check or wire transfer, unless the parties otherwise agree. Annual Fees are charged per annum. As an example, if the Term spans three years, You will be charged the annual Fee three times.

10.2 **Additional Registrants.** If, during the Term, You require additional Registrants, beyond what is specified in the Agreement, You will be charged a pro-rata fee for each additional Registrant, which Fee shall be agreed upon by the parties, in writing.

10.3 **Taxes.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction, but excluding taxes based on Our net income (collectively, "Taxes"). You are responsible for paying all Taxes associated with the Agreement and agree to indemnify and hold Us harmless from any liability for such charges, penalties or interest in connection therewith.

## 11 Term and Termination

11.1 **Term.** The Term is given on the first page of the Agreement. If the Term spans several years, then each year of the Agreement is termed a "Contract Year". The parties may agree to extend the Term upon written agreement. The number of Registrants specified on the Agreement pertains to each year of the Contract Year.

11.2 **Termination for Cause.** Either party may terminate the Agreement if (i) the other party breaches any material term or condition and fails to cure within thirty (30) days' written notice, or (ii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, liquidation or receivership. If a breach on our part remains uncured after the thirty (30) day period, then You may terminate the applicable Agreement immediately. In such case, We will promptly refund the remaining Fees for which Services have yet to be rendered, as of the termination.

11.3 **Overdue Charges.** In the event of Your non-payment, We may accelerate and declare all Fees due, under the Agreement, immediately payable without notice or demand. All accelerated payments due under the Agreement shall be discounted to their net present value at a discount rate of 5% per annum from the day of default. If you fail to pay Fees when due, then You shall also be liable for all Fees due during the Term and any additional reasonable expenses (including but not limited to reasonable attorney's fees and accrued interest) that We incur in collecting such delinquent fees.

11.4 **Suspension.** In the event of non-payment, We reserve the right to restrict access to the Services. You agree that such restrictions do not modify the Fees due under the Agreement.

12 **Use of Data.** Data provided by You while using the Services will only be used by Us as reasonably required for providing Services as contemplated hereunder and in accordance with Our Privacy Policy (<http://www.alicetraining.com/about-us/privacy-policy/>) or any privacy policy subdomain. Unless We have Your permission, We will not disclose or share personally identifiable information collected with any third party (except as required by law or pursuant to a governmental request.) We may retain offline copies of Your data on backup media for archival purposes following expiration or termination of the Agreement, according to Our record retention policies, provided that such data shall continue to be protected as confidential. We shall comply with all applicable laws regarding the privacy and security of personal information.

13 **Indemnification.** Each party agrees to indemnify, defend and hold the other (and each of its Affiliates, and all of their respective present and former officers, members, directors, employees, representatives and agents, and the successors, heirs and assigns of any of these) harmless from and against any and all losses, liabilities, claims, reasonable costs, damages and reasonable expenses related to any third-party claim arising directly out of a breach of the other party's obligations and representations and warranties set forth herein.

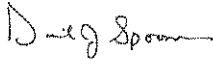
14 **Additional Development Services.** Nothing herein shall prevent, restrict, or limit in any manner: (i) Our continuing to develop the Service(s) in an effort to increase the value of the Service(s) (e.g., by adding new and or updated content, functionality); or (ii) Our developing additional Services. We will supply You access to any enhancements and modifications to the Services for which We do not charge a separate fee. The parties acknowledge that We may introduce new Services from time to time which will require a separate agreement and a separate fee if You desire to utilize any such new Service.



- 15 **Beta Services.** From time to time, We may invite You to try Beta Services at no charge. Beta Services will be clearly designated as beta, pilot, evaluation or similar description. Beta Services are for evaluation purposes and are not considered “Services” under the Agreement, are not supported, and may be subject to additional terms. We will have no liability for any harm or damage arising out of or in connection with a Beta Service, unless caused by Our gross negligence.
- 16 **Entire Agreement.** This Agreement supersedes any prior agreement or understanding between the parties whether oral or written regarding the subject matter hereof. Any additional or conflicting terms contained in Your purchase order, proposal or other document shall be deemed to be rejected by Us without need of further notice of objection, even if such document is acknowledged or accepted by Us, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon Us. The provisions of the Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions.
- 17 **Notice.** Any notice pursuant to the Agreement shall be in writing and shall be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or sent by express courier service; (iii) one business day after transmission if sent by a confirmed facsimile; or (iv) one business day after transmission via email, provided that the receiving party acknowledges receipt by return email, and that the email clearly states in the subject line that it is intended to give notice under the Agreement.
- 18 **Assignment.** Except for assignment to an Affiliate, or in the case of a merger, acquisition or sale of all or substantially all assets of a party, neither party may assign or otherwise transfer any right or obligation set forth in the Agreement without the other party’s prior written consent, not to be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 19 **Surviving Provisions.** The sections titled “Fees & Payment,” “Term and Termination,” “Disclaimer of Warranties”, “Limitations of Liability,” “Indemnification,” “Ownership of Services,” and “Laws & Disputes,” and “Entire Agreement” shall survive any termination or expiration of the Agreement.
- 20 **Electronic Signature.** The Agreement may be executed and delivered by facsimile, PDF or by other means of electronic signature and such facsimile. PDF’s or other electronic signatures will be deemed to be valid and original.
- 21 **Miscellaneous.** This Agreement will be construed in accordance with the laws of the State of Minnesota (excluding its choice-of-law rules). The local or federal courts located in Duluth, MN will have exclusive jurisdiction over any proceeding relating to the Agreement. The parties waive their right to a jury trial. No waiver of any breach of any term or condition of the Agreement shall constitute a waiver of any subsequent breach. If any term shall be held by a court of competent jurisdiction to be unenforceable, such term shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

# Memorandum

**To:** ISD 709 School Board  
Mr. William Gronseth, Superintendent

**From:** Dave Spooner   
Manager of Facilities

**Date:** June 25, 2018

**Re:** Change Order #3 – General Construction Change Orders as Per Attached – Kraus-Anderson Construction Company / NJPA -Gordian eZIQC Contract for Rockridge School

An Agreement with Kraus-Anderson Construction Company to perform work as defined by plans and specifications create by Architectural Resources, Inc procured through Gordian eZIQC, pursuant to terms and conditions of NJPA EZIQC Contract No MN02IR-042517-KRU, to renovate Rockridge School as per defined District needs and compliant with budget criteria was approved at the regular 2017 September School Board meeting. This agreement had a contract sum for the work defined in the AIA documents and Gordian eZIQC proposal of **\$2,470,766.98**.

To provide further clarification, this specific project to renovate Rockridge has a total expected budget of \$3,000,000, which was funded from bond sales. This amount includes all contracts, change orders, soft costs, permits, testing, fees, and any and all construction materials and labor.

Change Order #1 was approved in January in the amount of **\$77,745.77**, for a new contract amount of **\$2,548,512.45**.

Change Order #2 was approved in June in the amount of **\$83,994.11**, for a new contract amount of **\$2,632,506.56**

Today I am bringing forth Change Order #3 for your approval. This defined work in this change order has been done and is complete. The items, tasks, or work contained in this change order was able to be accomplished due to remaining unspent contingency. This work completed needed bituminous and concrete work that we initially thought would be postponed into the future.

As stated above, the **\$45,480.87** cost of Change Order #3 is based on NJPA contract pricing, which has been previously bid and is available for all MN NJPA participants. With this change order, the new amount of the construction contract with Kraus-Anderson Construction Company is **\$2,677,987.43**.

In summary, all tasks or work done in Change Order #3 have been previously bid, and all costs associated with this Change Order have been reviewed by Gordian eziQC, and fully comply with NJPA task criteria. In addition, ARI, KA, and the owner have reviewed all costs and agree they are reasonable and appropriate for the work performed.

Authorizing me as your "Clerk of the Works" for construction projects, to grant approvals to proceed with these types of time sensitive changes is considered a standard practice. The alternative requires frequent, at least weekly, and in some cases daily, special meetings of the School Board to consider all issues that are encountered in the construction process that may result in additional cost or other changes to the School Boards previously approved construction contracts.

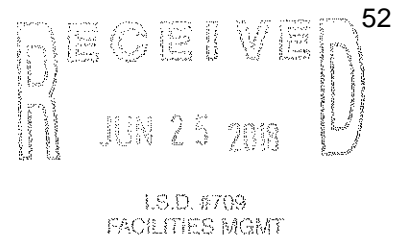
**Recommendation:**

I am recommending that the School Board approve Change Order #3 – Kraus-Anderson Construction Company / NJPA – Gordian eziQC, in the amount of **\$45,480.87**, for a new construction contract amount of **\$2,677,987.43**.

Attachments



June 21, 2018



David Spooner  
Duluth School District ISD #709  
215 N 1<sup>st</sup> Avenue East  
Duluth, MN 55802

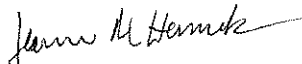
**ROCKRIDGE SCHOOL RENOVATION  
ARI Project # 16-153**

Dear David:

Enclosed are three copies of Change Order #3 as an addition to the contract of Contractor, for the above referenced project. Please have all copies signed, retain one copy for your files and return the others to this office. Thank you.

Sincerely,

ARCHITECTURAL RESOURCES, INC.

  
Jeanne Hennek  
Administrative Assistant

jh

enc

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**ARCHITECTURAL RESOURCES INC**

704 East Howard Street | Hibbing, MN 55746  
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802  
Tel: 218.727.8481 | Fax: 218.727.8483

[www.arimn.com](http://www.arimn.com)



## Change Order

**PROJECT:** *(Name and address)*  
Rockridge Elementary School Renovation  
4849 Ivanhoe Street, Duluth, MN 55804

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: September 08, 2017

**CHANGE ORDER INFORMATION:**  
Change Order Number: 003  
Date: June 18, 2018

**OWNER:** *(Name and address)*  
Duluth Public Schools, ISD 709  
215 North First Avenue East  
Duluth, MN 55802

**ARCHITECT:** *(Name and address)*  
Architectural Resources, Inc.  
126 East Superior Street  
Duluth, MN 55802

**CONTRACTOR:** *(Name and address)*  
Kraus-Anderson Construction Company  
3716 Oneota Street  
Duluth, MN 55807

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Please see attached documents:

- Exhibit A: Gordian Work Order dated 06/15/2018

The original Contract Sum was	\$ 2,470,766.98
The net change by previously authorized Change Orders	\$ 161,739.58
The Contract Sum prior to this Change Order was	\$ 2,632,506.56
The Contract Sum will be increased by this Change Order in the amount of	\$ 45,480.87
The new Contract Sum including this Change Order will be	\$ 2,677,987.43

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

The new date of Substantial Completion will be December 22, 2017

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

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

Architectural Resources, Inc.

Kraus-Anderson Construction Company

Duluth Public Schools, ISD 709

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

RYAN ESPAMER PRINCIPAL

JEFF IISAKKA VP-DIR. OF OPS

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

6-20-18

6-18-18

DATE

DATE

DATE

**Work Order Signature Document**

**NJPA EZIQC Contract No.: MN02IR-042517-KRU**

**New Work Order**       **Modify an Existing Work Order**

Work Order Number: 050068.03      Work Order Date: 06/15/2018

Owner PO No:

Work Order Title: Duluth Public Schools Rockridge School Renovation Supplemental 03

Owner Name: No Data Input      Contractor Name: Kraus-Anderson Construction Company

Contact: Select a Project Manager in People      Contact: Select a Contractor Project Manager in People

Phone: No Data Input      Phone: No Data Input

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MN02IR-042517-KRU.

Brief Work Order Description:

Additional Paving and Concrete

**Time of Performance**      *See Schedule Section of the Detailed Scope of Work*

**Duration**

**Liquidated Damages**      Will apply:       Will not apply:

**Work Order Firm Fixed Price: \$45,480.87**

Owner Purchase Order Number:

**Approvals**

Owner

Date

Contractor

Date

*Jeff Smith*      6-18-18

**Detailed Scope of Work**

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To: Select a Contractor Project Manager in People

From: Select a TGG Project Manager in People

Date Printed: June 15, 2018

Work Order Number: 050068.03

Owner PO No:

Work Order Title: Duluth Public Schools Rockridge School Renovation Supplemental 03

Brief Scope: Additional Paving and Concrete

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Preliminary

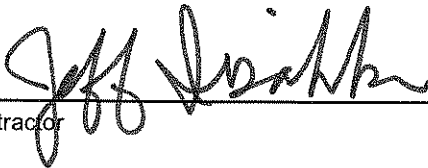
Revised

Final

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The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Additional Paving and concrete per attached drawings.



Contractor

6-18-18

Date

Owner

Date

# Contractor's Price Proposal - Summary

**Date:** June 15, 2018

**Re:** IQC Master Contract #: MN02IR-042517-KRU  
Work Order #: 050068.03  
Owner PO #:  
Title: Duluth Public Schools Rockridge School Renovation Supplemental 03  
Contractor: Kraus-Anderson Construction Company  
Proposal Value: \$45,480.87

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<b>No Category Input</b>	<b>\$45,480.87</b>
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<b>Proposal Total</b>	<b>\$45,480.87</b>
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# Contractor's Price Proposal - Detail

Date: June 15, 2018

Re: IQC Master Contract #: MN021R-042517-KRU  
 Work Order #: 050068.03  
 Owner PO #:  
 Title: Duluth Public Schools Rockridge School Renovation Supplemental 03  
 Contractor: Kraus-Anderson Construction Company  
 Proposal Value: \$45,480.87

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			

**No Category Input**

1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	-8,220.21			
				Quantity	Unit Price	Factor	=	Total
			Installation	-7,472.92	1.00	1.1000	=	-8,220.21
				Deduct for Plan Review Fee Paid by Owner				
2	32 11 16 16 0006		SY	4" Crushed Aggregate Base Course For Roadways And Parking Areas	\$9,129.14			
		X		Quantity	Unit Price	Factor	=	Total
			Installation	1,850.00	3.58	1.3784	=	9,129.14
				Grading of existing lot - Material excluded for item				
3	32 12 13 13 0003		SY	Tack Coat, 0.07 Gallon/SY	\$1,071.02			
				Quantity	Unit Price	Factor	=	Total
			Installation	1,850.00	0.42	1.3784	=	1,071.02
4	32 12 16 13 0005		SY	2" Thick Binder Course Includes placement, rolling, finishing and sweeping.	\$21,267.33			
				Quantity	Unit Price	Factor	=	Total
			Installation	1,850.00	8.34	1.3784	=	21,267.33
5	32 12 16 13 0016		SY	2" Thick Surface Course Includes placement, rolling, finishing and sweeping.	\$21,139.83			
				Quantity	Unit Price	Factor	=	Total
			Installation	1,850.00	8.29	1.3784	=	21,139.83
6	32 13 13 33 0005		SY	6" 4,500 PSI Concrete Paving Assembly	\$565.42			
				Quantity	Unit Price	Factor	=	Total
			Installation	10.00	41.02	1.3784	=	565.42
7	32 13 13 33 0005	0025	MOD	For <10' Wide Pass, Add	\$98.14			
				Quantity	Unit Price	Factor	=	Total
			Installation	10.00	7.12	1.3784	=	98.14
8	32 13 13 33 0005	0029	MOD	For Up To 100, Add	\$223.99			
				Quantity	Unit Price	Factor	=	Total
			Installation	10.00	16.25	1.3784	=	223.99
9	32 17 23 13 0034		LF	Single 4" Wide Solid Line, Painted Reflective Pavement Striping	\$168.72			
				Quantity	Unit Price	Factor	=	Total
			Installation	680.00	0.18	1.3784	=	168.72
10	32 17 23 13 0034	0059	MOD	For Up To 1 Mile, Add	\$37.49			
				Quantity	Unit Price	Factor	=	Total
			Installation	680.00	0.04	1.3784	=	37.49

**Subtotal for No Category Input**

**\$45,480.87**

**Contractor's Price Proposal - Detail Continues..**

58

**Work Order Number:** 050068.03

**Work Order Title:** Duluth Public Schools Rockridge School Renovation Supplemental 03

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**Proposal Total**

**\$45,480.87**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



**KRAUS-ANDERSON®**  
*Construction Company*

3716 Oneota Street  
Duluth, MN 55807

## Request For Proposal

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Project:	1722008- Rockridge School Renovation 4849 Ivanhoe Street Duluth, MN 55804	PCO #:	55
		Date:	06/06/2018
To:	David Nelson, Ulland Brothers Inc		

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Please provide a cost breakdown in accordance with the Contract Documents and a Summary for the Change described herein and on the attachments (if any) listed. All responses are required within seven (7) days.

This is not an authorization to proceed with the work described herein unless and until approved by the Owner. On approval, this change will be included in a Change Order, which will provide the formal Contract Change.

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**DESCRIPTION OF PROPOSAL:**

PCO 55 PR 10 Additional Pavement and Concrete Pad

Please review the attached PR 10, to add bituminous paving at existing gravel lot and a concrete pad at the South entry door.

Please provide price changes, if any, to the KA Duluth office within 7 days. If you have a no cost change, please acknowledge as such.

Attachments: PR 10

We have reviewed the PCO and acknowledge that it is a "no change" item and does not affect our completion date.

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_



# AIA Document G709™ – 2001

## Work Changes Proposal Request

**PROJECT** *(Name and address):*  
16-153 Rockridge Elementary  
School Renovations  
4849 Ivanhoe Street  
Duluth, MN 55804

**PROPOSAL REQUEST NUMBER:** 010

**OWNER:**

**ARCHITECT:**

**DATE OF ISSUANCE:** June 5, 2018

**CONSULTANT:**

**CONTRACTOR:**

**OWNER** *(Name and address):*  
Duluth Public Schools, ISD 709  
215 North First Avenue East  
Duluth, MN 55802

**CONTRACT FOR:** General Construction

**FIELD:**

**CONTRACT DATE:** September 08, 2017

**OTHER:**

**FROM ARCHITECT** *(Name and address):*

Architectural Resources, Inc.  
126 East Superior Street  
Duluth, MN 55802

**ARCHITECT'S PROJECT NUMBER:** 16-153

**TO CONTRACTOR** *(Name and address):*

Kraus-Anderson Construction  
Company  
3716 Oneota Street  
Duluth, MN 55807

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Seven (7) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

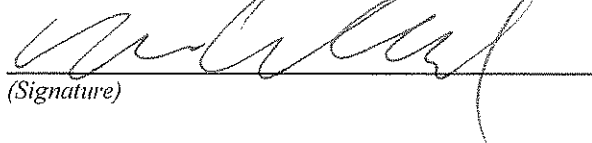
**DESCRIPTION** *(Insert a written description of the Work):*

1. Add approximately 16,500 s.f. bituminous paving at existing gravel lot (Exhibit 2.1.A: Add Bitum. at Employee Parking dated 6-4-18).
2. Add 8' x 8' concrete pad at south entry door as shown on attached drawing (Exhibit 2.1.B: Add Conc. Slab at Entry Drive Walk dated 6-4-18).

**ATTACHMENTS** *(List attached documents that support description):*

EXHIBIT 2.1.A: ADD BITUM. AT EMPLOYEE PARKING  
EXHIBIT 2.1.B: ADD CONC. SLAB AT ENTRY DRIVE WALK

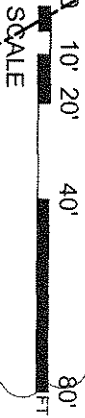
**REQUESTED BY THE ARCHITECT:**

  
*(Signature)*

Andrea Wedul, Landscape Architect  
*(Printed name and title)*

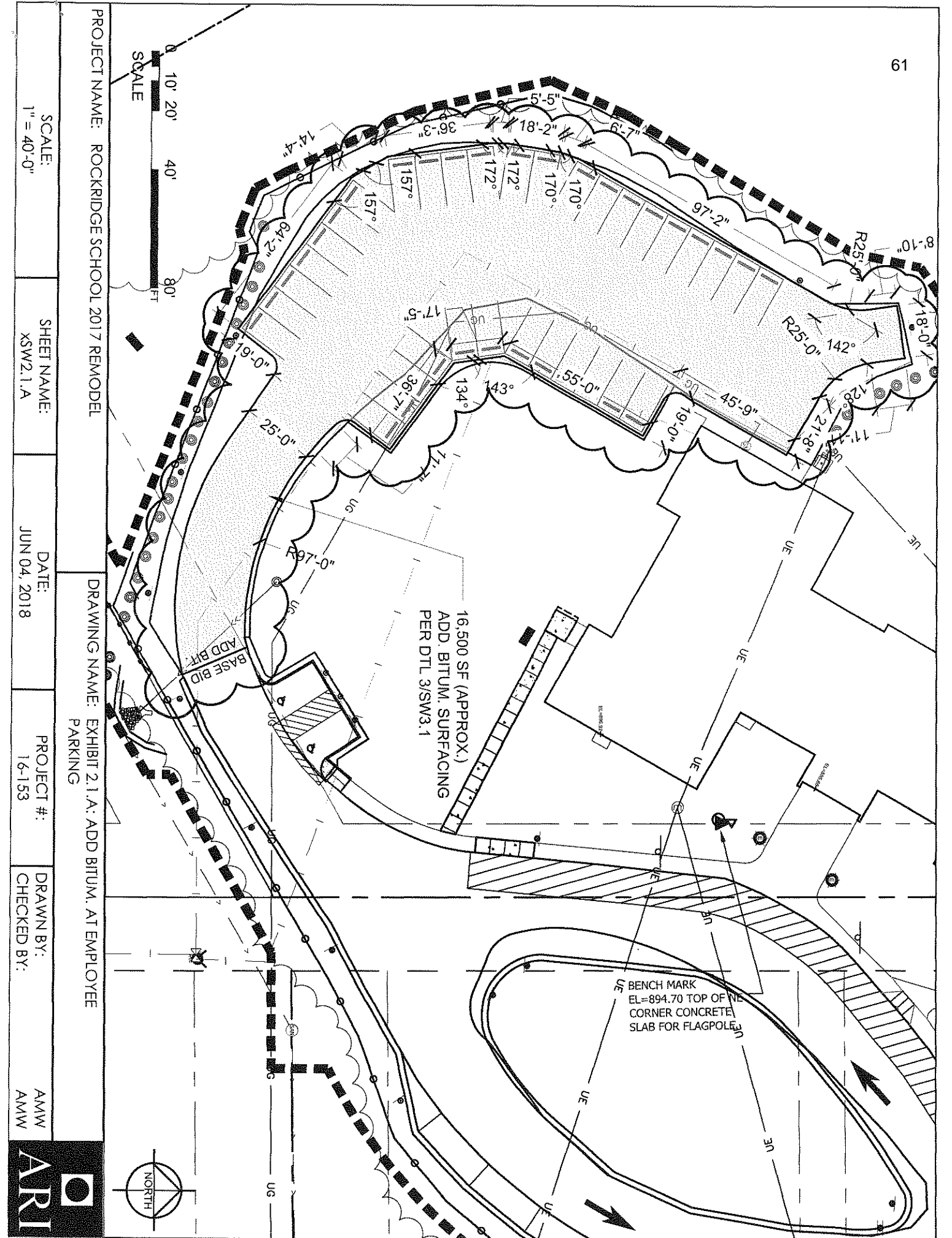
PROJECT NAME: ROCKRIDGE SCHOOL 2017 REMODEL

DRAWING NAME: EXHIBIT 2.1.A: ADD BITUM. AT EMPLOYEE PARKING



16,500 SF (APPROX.)  
ADD. BITUM. SURFACING  
PER DTL 3/SW3.1

BENCH MARK  
EL=894.70 TOP OF NE  
CORNER CONCRETE  
SLAB FOR FLAGPOLE



SCALE:  
1" = 40'-0"

SHEET NAME:  
XSW2.1.A

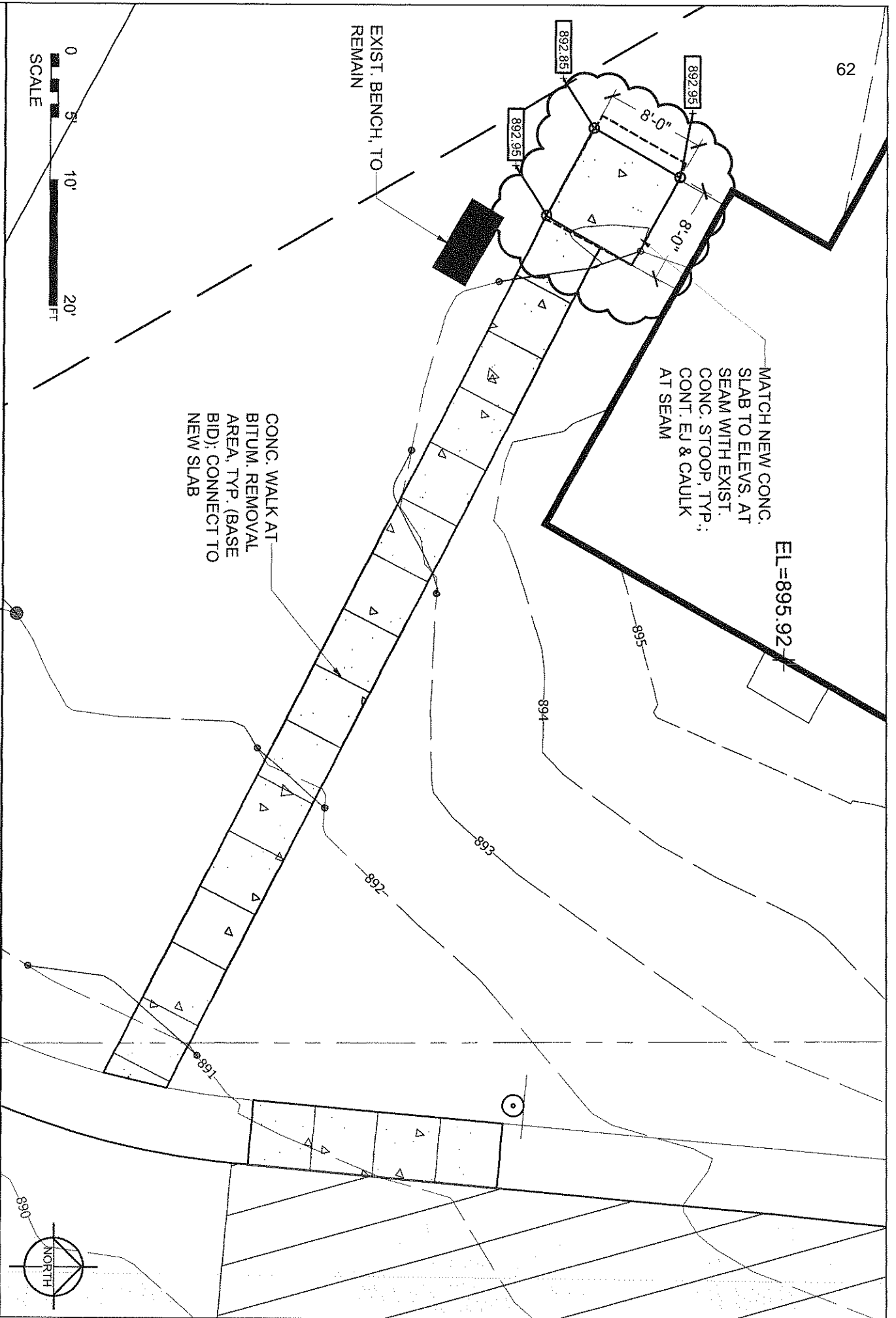
DATE:  
JUN 04, 2018

PROJECT #:  
16-153

DRAWN BY:  
CHECKED BY:

AMW  
AMW





PROJECT NAME: ROCKRIDGE SCHOOL 2017 REMODEL

DRAWING NAME: EXHIBIT 2.1.B: ADD CONC. SLAB AT ENTRY DRIVE WALK

SCALE: 1" = 10'-0"	SHEET NAME: XSW2.1.B	DATE: JUN 04, 2018	PROJECT #: 16-153	DRAWN BY: AMW	CHECKED BY: AMW
-----------------------	-------------------------	-----------------------	----------------------	------------------	--------------------



## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Area Learning Center	Narcotics Anonymous	\$60.00	ALC students	Monthly donation for use of HOCHS gym (\$30 per month; this was for May/June 2018)
Denfed East	Altec-Styslinger Foundation	\$30,000.00	To be used for purchase and install of a mill at East and Denfeld	District donation but allocated to East and Denfeld
Denfeld	Shawn Thompson	\$150.00	Automotive program	Installation of hoists
Denfeld	Shawn Thompson	\$150.00	Automotive program	Purchase materials
East	Deborah Swenson	\$50.00	Track team	
East	Duluth East High School PTSA	\$100.00	Hound Pack	
East	Thomas and La Donna Bergum	\$500.00	Retirement luncheon	
Lester Park	YourCause, LLC Trustee for Wells Fargo	\$40.00	None	
Myers-Wilkins	City of Duluth/ Mayor's Fund	\$100.00	World Beat Drumming	For State of the City Performance
Myers-Wilkins	Geiger and J. David Yount	\$55.00	World Beat Drumming	In Memory of Mavis Whiteman
Myers-Wilkins	Geiger and J. David Yount	\$100.00	None	In Memory of Mavis Whiteman
Myers-Wilkins	M.A. Meierhoff	\$200.00	Delinquent student lunch accounts	

<b>SCHOOL</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>RESTRICTION</b>	<b>COMMENTS</b>
Myers-Wilkins	Peter, Wendy & Evan Williamson	\$30.00	World Beat Drumming	In Memory of Mavis Whiteman
Myers-Wilkins	Richard and Lou Anne Siefert	\$15.00	World Beat Drumming	In Memory of Mavis Whiteman
Ordean-East	Anonymous	\$30.00	Art	Cash donation
Ordean-East	East Boys Basketball Booster Club	\$913.40	Basketball rims	
Ordean-East	Ordean East Middle School PTA	\$300.00	T-shirts	T-shirts to be used for student helping with school activities
Stowe	Ed White	In Kind	None	Donated numerous art supplies
Stowe	Ellen Sandbeck	In Kind	None	Composting shed with worms; sell the 'worm' juice
Stowe	Gary Milk House/Derek Medved	In Kind	None	Supplied and Served Ice Cream to all students and staff on Field Day
Stowe	PTA	In Kind	Students	Outside clean-up day; organized by Jamie Nurminen and Susie Backstrom, PTA
Stowe	YourCause, LLC Trustee for Wells Fargo	\$30.00	None	
Stowe	YourCause, LLC Trustee for Wells Fargo	\$30.00	None	Foundation Educational Matching Gifts Program



**RESOLUTION**  
Authorized Bank Account Signer – June 2018

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

<b>District Building</b>	<b>Banking Institution</b>	<b>Account Number</b>	<b>Addition of Authorized Signer</b>	<b>Removal of Authorized Signer</b>
Denfeld	Harbor Pointe Credit Union	XXXX2	Thomas Tusken	James Erickson
Homecroft	Harbor Pointe Credit Union	XXXX2	Thomas Cawcutt	Amy Worden
Laura MacArthur	Western National Bank	XXXXXX2	James Erickson	Clayton Norman
Myers-Wilkins	Harbor Pointe Credit Union	XXXX3	Amy Worden	Elisa Maldonado
ISD 709	MN Liquid Asset Fd	XXXXX3	William Gronseth	Douglas Hasler
ISD 709	MN Trust	XXXX8	William Gronseth	Douglas Hasler
ISD 709	Piper Jaffray	XXXXXXXX5	William Gronseth	Douglas Hasler
ISD 709	MBS	XXXXX9	William Gronseth	Douglas Hasler
ISD 709	US Bank	XXXXXXXX6	William Gronseth	Douglas Hasler
ISD 709	Harbor Pointe Credit Union	XXX23	William Gronseth	Douglas Hasler

**RESOLUTION**

## Authorized Bank Account Signer – Bridge Program, June 2018

The Bridge Program requested a Student Activity account at Harbor Pointe for the purpose of benefitting Bridge students in learning cash handling principles.

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

<b>District Building</b>	<b>Banking Institution</b>	<b>Account Number</b>	<b>Addition of Authorized Signer</b>	<b>Removal of Authorized Signer</b>
Bridge Program	Harbor Pointe Credit Union		Brenda Vieths	
Bridge Program	Harbor Pointe Credit Union		Julie Busse	
Bridge Program	Harbor Pointe Credit Union		Peggy Blalock	
Bridge Program	Harbor Pointe Credit Union		Nichele Canavan	

**RESOLUTION****Converting Voter Approved Referendum Authority  
To A Board Approved Referendum Authority**

BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. Current Authority. The District has a current voter approved referendum authority that is estimated to be \$371.78 per adjusted pupil unit for fiscal year 2019, after the local option revenue subtraction and after preliminary adjustment by the Minnesota Department of Education in compliance with Minnesota Statutes, Section 126C.17, as amended.
2. Conversion of Referendum Authority. Pursuant to Minnesota Statutes, Section 126C.17, subdivision 9a, the Board hereby determines to convert \$300.00 per adjusted pupil unit of its voter approved referendum authority which expires after taxes payable in 2018 to a Board approved referendum authority of approximately \$300.00 per adjusted pupil unit. This authority shall be further adjusted based on final pupil unit data and it is the intention of the Board to convert the maximum authority for which it is eligible, not to exceed \$300 per adjusted pupil unit. This Board approved referendum authority, as adjusted, shall be applicable for 5 years, beginning with taxes payable in 2019. The Board may subsequently reauthorize the Board approved referendum authority in increments of up to five years.
3. The clerk is authorized and directed to submit a copy of the adopted resolution to the Minnesota Department of Education as soon as reasonably practicable after its adoption, but in no event later than September 30, 2018.

**RESOLUTION**

## Approving Ten-Year Capital Facilities Plan – FY2019 Update

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Ten-Year Capital Facilities Plan – FY19 Update, is approved.



July 17, 2018

LONG TERM  
FACILITIES  
MAINTENANCE  
  
TEN-YEAR PLAN



Division of School Finance  
1500 Highway 36 West  
Roseville, MN 55113-4266

# Fiscal Year (FY) 2020 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-04  
Due: July 31, 2018

**General Information:** Minnesota school districts, intermediate school districts and cooperatives applying for Long-Term Facilities Maintenance (LTFM) revenue under Minnesota Statutes, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477-04). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2018. Submit to: Attention [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation.

## Identification Information

Name of District or Cooperative:	District Number and Type:	Date Submitted:
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## Statement of Assurances

1. All estimated expenditures included in the attached Ten Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed Health and Safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
2. All estimated expenditures included in the attached Ten Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures (June 2018), Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2020 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
4. All actual expenditures to be reported in UFARS for FY 2020 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for accessibility and deferred maintenance will be for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. § 127A.411, subd. 3).
6. The district’s plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and lead in water testing (mandatory) and remediation.

## Certification of Statement of Assurances

A Statement of Assurances submitted by a single district must be signed by the district superintendent. A Statement of Assurances submitted by an intermediate school district or cooperative must be signed by the intermediate district superintendent or cooperative director.

Signature – Superintendent or Cooperative Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
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**JULY 17, 2018**

**BOARD  
MINUTES**

**RESOLUTION****Approving Ten-Year Capital Facilities Plan – FY2019 Update**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Ten-Year Capital Facilities Plan – FY19 Update, is approved.

Resolution #

July 17, 2018



# **LONG TERM FACILITIES MAINTENANCE TEN-YEAR PLAN**

**Presented to the Duluth School Board**

**July 17, 2018**

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

**All contents contained within are governed by MN STATUTES, section  
123B.595.**

## CONTENTS

### Administrative Summary

**Section 1** Long Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

**Section 2** Long Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

# LONG TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

Presented to the Duluth School Board

July 17, 2018

The School Board adopted the first Capital Facilities Plan, now known as the Long Term Facilities Maintenance Ten-Year Plan, in February 1996. Projects are in some cases required by building official order or recommended with input from the following:

1. The State Fire Marshal's orders.
2. Proposals from building principals and staff related to their needs.
3. Projects identified through Facilities Management Department assessments.
4. Projects identified through District Administration or School Board directives.

**The purpose of this plan is to create a comprehensive, consistent, and continuous means through which the District will identify and budget for projects required to preserve our facilities capacity, and provide functional, safe and healthy spaces for learning.**

**In the attached, FY-18 "Actual" is included for MDE reconciliation, and is current as of June 26<sup>th</sup>, 2018; FY-19 is "Amended" to capture updated project planning. FY-20 is the project year that will be funded by action the School Board takes when approving and certifying the levy this December. Subsequent years are planned projects, however, this document is fluid and those planned projects are subject to change.**

The Plan is generally formatted from left to right starting with the identification of the building to which the project is associated:

- Under the column heading "SITE," the building name is listed.
- Next, under the column heading "WORK ITEM DESCRIPTION" the project is further defined.
- Projects are categorized by Finance Code per MDE and are: 347=Physical Hazards, 349=Other Hazardous Materials, 352=Environmental Health and Safety Management, 358=Asbestos Removal and Encapsulation, 363= Fire Safety, 366= Indoor Air Quality, 367= Accessibility, 368= Building Envelope, 369= Building Hardware and Equipment, 370= Electrical, 379= Interior Surfaces, 380= Mechanical Systems, 381= Plumbing, 382= Professional Services and Salary, 383= Roof Systems, 384= Site Projects.
- The Fiscal Year or budget year at the top of a page (FY) identifies when the project is proposed to occur. FY19 encompasses July 1, 2018 to June 30, 2019; FY20 encompasses July 1, 2019 to June 30, 2020, and so on.
- Eligible projects are "...deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities..."
- Capital expenditures are defined as projects that exceed \$10,000. Capital expenditures that adhere to items C(2) through C(14)(MDE Guidance) may be included in the ten-year plan.
- Maintenance projects are identified items of \$10,000 or less. Merriam Webster dictionary defines "maintain" as a verb: to keep in an existing state (as of repair, efficiency, or validity): preserve from failure or decline. Minnesota Statutes, section 123B.595 language makes

eligible deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities.

- Cost figures shown are best estimates and will be refined with further investigation and design. Estimates generally include a 10 percent escalation for contingency.

### **Project Prioritization**


From the plan inception, projects are incorporated based on their need relative to impact on the integrity of the exterior envelope of the building or the building structure, their impact on safety and health, and function or needs that do not fit into the first two categories.

### **Other facilities information to consider relative to the plan:**

1. The current replacement value of the District's capital facilities infrastructure is estimated at roughly **\$475 million dollars**. The District maintains approximately 1.89 million square feet of building floor area. Recent construction experience indicates our school facilities would cost approximately \$225-\$250 per square foot to rebuild. If provided with proper maintenance and repair, it is reasonable to expect that most of the Duluth school buildings will provide adequate educational program space for a total of at least 50 to 75 years.
2. The current average age of the District's facilities is approximately 43 years considering only those building currently used by the District.
3. Generally accepted guidelines indicate the average annual maintenance and repair budget for a typical school in Minnesota should be approximately \$2 to \$3 per square foot per year. With this basis applied to all of our facilities, the District should be spending roughly between **\$3.8 and \$5.7 million per year** on maintenance and repair factoring a 50 year service life.

Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 6/13/2018		Acronyms:	Prekindergarten (Pre-K)	Voluntary Pre-K (VPK)	Health and Safety (H&S)	Adjusted Net Tax Capacity (ANTC)	Levy Limitation Certification (LLC)	Adjusted Public Unit (APU)	Alternative (Alt)
709	<= Type in School District Number												
	Duluth Public School District												
Calculations for Ten Year Projection				Pay 18	Change only if requiring levy adjustments	Payable 2018 LLC Certification	Current Estimate						
	LLC #	FY 2018	FY 2019	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Type your district number in cell A2 (Minneapolis = 1.2)												
2	Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 17 to 18, 20, 21, 26, 27 and 50												
3	Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33												
4	Look-up data from following tabs												
5	Initial Formula Revenue												
6	Current year APU	57	8,708.55	8,921.93	8,953.59	8,953.59	8,953.59	8,953.59	8,953.59	8,953.59	8,953.59	8,953.59	8,953.59
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)												
6b	Total Adjusted Pupil Units = (6) + (6a)				8,921.93	8,953.59	8,953.59	8,953.59	8,953.59	8,953.59	8,953.59	8,953.59	8,953.59
7	District average building age (uncapped)	402	44.23	45.23	46.23	47.23	48.23	49.23	50.23	51.23	52.23	53.23	53.23
8	Formula allowance		\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	403		1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10	Initial revenue = (6) * (8) * (9)	404	3,309,249	3,390,333	3,402,364	3,402,364	3,402,364	3,402,364	3,402,364	3,402,364	3,402,364	3,402,364	3,402,364
11	Added revenue for Eligible H&S Projects > \$100,000 / site												
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	702		-	-	-	-	-	-	-	-	-	-
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	756		-	-	-	-	-	-	-	-	-	-
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)	701		-	-	-	-	-	-	-	-	-	-
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)	755		-	-	-	-	-	-	-	-	-	-
17	Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue	703		147,092	149,258	150,413	151,410	-	-	-	-	-	-
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site	406	0	-	-	-	-	-	-	-	-	-	-
19	Total additional revenue for eligible H&S projects > \$100,000 / site (12) - (13) + (14) - (15) + (17) + (18)	407	142,275	147,092	149,258	150,413	151,410	-	-	-	-	-	-
	Added revenue for Pre-K remodeling (for VPK approvals only)												
20a	Net debt service for bonds approved for Pre-K remodeling	704		-	-	-	-	-	-	-	-	-	-
20b	Pay as you go for projects approved for Pre-K remodeling	408		-	-	-	-	-	-	-	-	-	-
20c	Total Pre-K revenue												
20d	Total New Law Revenue (10) + (19) + (20c)	409		3,537,425	3,551,622	3,552,777	3,553,774	3,402,364	3,402,364	3,402,364	3,402,364	3,402,364	3,402,364
	Old Formula revenue												
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2020)	410		-	-	-	-	-	-	-	-	-	-
22	Old formula alt facilities debt revenue (1A) - gross before debt excess			5,567,310	5,552,400	5,547,780	5,548,830	5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503
23	Debt Excess allocated to line 22												
24	Old formula alt facilities debt revenue (1A) - debt excess	762		5,567,310	5,552,400	5,547,780	5,548,830	5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503
25	Old formula alt facilities debt revenue (1B) = (12) - (13)	763		-	-	-	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A) (these should match the pay as you go amounts calculated on the Alt Facilities Page 8 worksheet through FY 2020)	411		2,807,466	2,807,466	2,807,466	2,807,466	2,807,466	2,807,466	2,807,466	2,807,466	2,807,466	2,807,466
27	Old formula alt facilities pay as you go revenue (1B) > \$500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2020)	414		-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds	703		147,092	149,258	150,413	151,410	-	-	-	-	-	-
27b	LTFM "other" bonds for 1A hold harmless	705		663,576	665,385	662,865	665,123	-	-	-	-	-	-



		Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266			<h2 style="margin: 0;">Long-Term Facilities Maintenance Ten-Year Expenditure Application</h2>								ED - 02478-04	
<b>Instructions:</b> Enter estimated expenditures that are allowable uses of Long-Term Facilities Maintenance Revenue under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code by fiscal year in the space provided.														
District Name:		Duluth Public School District			District #		709							
					Date:		17-Jul-18							
District Contact for Questions on this Spreadsheet:				Email:										
Name:		David Spooner		Phone #: ( 218 ) 336 - 8907		<a href="mailto:david.spooner@isd709.org">david.spooner@isd709.org</a>								
Fiscal Year, Ending June 30th -->		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028		
<b>Estimated Expenditures:</b>														
<b>Health and Safety - this section excludes project costs of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.</b>														
Finance Code	Category													
347	Physical Hazards	\$27,458	\$43,542	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	
349	Other Hazardous Materials	\$12,106	\$22,610	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	
352	Environmental Health and Safety Management	\$124,665	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	
358	Asbestos Removal and Encapsulation	\$34,928	\$4,690	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	
363	Fire Safety	\$71,526	\$47,658	\$51,758	\$51,758	\$51,758	\$51,758	\$51,758	\$51,758	\$51,758	\$51,758	\$51,758	\$51,758	
366	Indoor Air Quality	\$0	\$1,500	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	
Total Health and Safety Capital Projects		\$270,683	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$340,000	\$290,000	\$290,000	
<b>Health and Safety - Projects Costing \$100,000 or more per Site/Year</b>														
Finance Code	Category													
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$270,000	\$0	\$0	\$0	\$0	\$400,000	
363	Fire Safety	\$100,000	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
366	Indoor Air Quality	\$450,000	\$0	\$0	\$0	\$150,000	\$450,000	\$300,000	\$0	\$0	\$0	\$0	\$0	
Total Health and Safety Capital Projects \$100,000 or More		\$550,000	\$0	\$350,000	\$0	\$150,000	\$450,000	\$570,000	\$0	\$0	\$0	\$0	\$400,000	
<b>Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151</b>														
Finance Code	Category													
355	Remodeling for prekindergarten (Pre-K) instruction approved by the Commissioner	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Accessibility</b>														
Finance Code	Category													
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Deferred Capital Expenditures and Maintenance Projects</b>														
Finance Code	Category													
368	Building Envelope	\$25,000	\$60,000	\$0	\$1,650,000	\$0	\$200,000	\$70,000	\$0	\$3,550,000	\$4,100,000	\$0	\$0	
369	Building Hardware and Equipment	\$180,882	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	
370	Electrical	\$575,000	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	
379	Interior Surfaces	\$114,000	\$110,000	\$500,000	\$0	\$0	\$0	\$50,000	\$0	\$50,000	\$500,000	\$1,000,000	\$0	
380	Mechanical Systems	\$493,000	\$80,000	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	
381	Plumbing	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
382	Professional Services and Salary	\$190,997	\$1,050,000	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
383	Roof Systems	\$913,285	\$186,357	\$250,000	\$800,000	\$550,000	\$0	\$3,000,000	\$5,190,000	\$325,000	\$0	\$0	\$0	
384	Site Projects	\$1,910,333	\$65,000	\$850,000	\$0	\$1,000,000	\$0	\$1,675,000	\$0	\$0	\$0	\$0	\$0	
Total Deferred Capital Expense and Maintenance		\$4,452,497	\$1,551,357	\$2,615,000	\$3,450,000	\$1,550,000	\$400,000	\$4,820,000	\$5,190,000	\$3,925,000	\$4,600,000	\$6,000,000	\$0	
<b>Total Annual 10 Year Plan Expenditures</b>		<b>\$5,273,180</b>	<b>\$1,841,357</b>	<b>\$3,255,000</b>	<b>\$3,740,000</b>	<b>\$1,990,000</b>	<b>\$1,140,000</b>	<b>\$5,680,000</b>	<b>\$5,480,000</b>	<b>\$4,265,000</b>	<b>\$4,890,000</b>	<b>\$6,690,000</b>	<b>\$0</b>	



July 17, 2018

LONG TERM  
FACILITIES  
MAINTENANCE

TEN-YEAR PLAN

\*SECTION 1\*



**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY YEAR**

**JULY 1, 2018 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**BUDGET YEAR ACTUAL FY18 AS OF JUNE 26, 2018 (INCLUDED FOR REFERENCE)**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 6/30/2017</i>	<i>\$179,282</i>
	<i>LEVY FY 2016 (PAY 2017)</i>	<i>\$2,057,466</i>
	<i>LTFMR BOND</i>	<i>\$3,600,000</i>
	<i>NON LTFM CAPITAL BOND</i>	<i>\$600,000</i>
	<i>TOTAL REVENUE</i>	<i>\$5,836,748</i>
DISTRICT WIDE	Health and Safety Management	\$124,665
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$111,090
ROCKRIDGE	Asbestos Abatement	\$34,928
DISTRICT WIDE	Rubber Mulch Replacement	\$1,059,843
LAKESWOOD	Roof System: Replace Roof	\$893,285
ROCKRIDGE	Professional Services	\$165,000
ROCKRIDGE	Repair Damaged Bituminous Drive and walks	\$227,118
ROCKRIDGE	Repair Failed Mechanical Systems	\$378,000
ROCKRIDGE	Repair Failed Ventilation Systems	\$200,000
ROCKRIDGE	Replace Failed Finishes	\$114,000
ROCKRIDGE	Electrical: Replace Failed lighting	\$225,000
ROCKRIDGE	Electrical - High and Low Voltage Renovation	\$85,000
ROCKRIDGE	Replace Outdated Non Reliable Fire Alarm / BAS / other electronic control systems	\$425,000
ROCKRIDGE	Replace Rusted Doors and Hardware	\$180,882
ROCKRIDGE	Upgrade non ADA compliant fixtures	\$75,000
ROCKRIDGE	Replace outdated non reliable non compliant kitchen equipment	\$125,000
ROCKRIDGE	Replace non functioning and non code complaint kitchen hoods	\$150,000
ROCKRIDGE	Site Grading / Water Management	\$50,000
DENFELD	Temp Repair degraded running track PSS	\$3,040
STOWE	Replace Damaged & Non-CPSC Playgrnd Equip & fall protection, failed hard surface & drainage	\$475,332
ROCKRIDGE	Repair/replace damaged and degraded sidewalks	\$20,000
HOCHS	Parking Lot Construction & Materials Testing	\$997
DENFELD	Professional Services - failed stairwell & ceiling finishes	\$5,000
HOCHS	Steam Pipe Relocation - Extra Fees Duluth Energy Systems	\$20,000
DISTRICT WIDE	LTFM Compliant Deferred Maintenance District-wide	\$100,000
MYERS-WILKINS	Final payment for window replacement (retainage awaiting final closing documents)	\$25,000
	<b>TOTAL FY18 LTFM EXPENDITURES</b>	<b>\$5,273,180</b>
	<i>BALANCE AVAILABLE - FUND BALANCE FOR AMENDED FY19</i>	<i>\$563,568</i>
	<i>ADJUSTMENT FOR FY17 PAYMENTS-DW Rubber Mulch</i>	<i>\$69,868</i>
	<i>ADJUSTMENT FOR FY17 PAYMENTS-Stowe Playground</i>	<i>\$23,196</i>
		<i>\$656,632</i>
FUND 06	<b>LTFM BOND PROCEEDS FOR ROCKRIDGE</b>	<b>\$2,400,000</b>
FUND 05	<b>NON LTFM CAPITAL BOND PROCEEDS FOR ROCKRIDGE</b>	<b>\$600,000</b>

**BUDGET YEAR FY19**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE AS OF 7/1/2018</i>	<i>\$656,632</i>
	<i>LEVY 2017 (PAY 2018)</i>	<i>\$2,807,466</i>
	<i>TOTAL REVENUE</i>	<i>\$3,464,098</i>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,000,000
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
DENFELD	Boiler room isolation valve replacment	\$50,000

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY YEAR**

**JULY 1, 2018 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

DENFELD	Repair/replace damaged and degraded sidewalks & concrete aprons	\$25,000
HOCHS	HOCHS Professional Services Audit Mech/Elec/Arch	\$50,000
HOCHS	HOCHS Roof Tile Repair	\$40,000
LPMS	Repair failed pool basin finish and replace degraded filtration media	\$30,000
ORDEAN EAST	26 yr Old Gym Floor Refinish & Gym Curtain	\$90,000
LOWELL	Repair degraded and leaking masonry wall	\$60,000
ROCKRIDGE	Replace damaged gym floor tile	\$20,000
STOWE	Stowe sign masonry repair	\$40,000
LAKESWOOD	Roof System: Replace Roof continuation - Bond Project	\$146,357
	<b>TOTAL FY19 LTFM EXPENDITURES</b>	<b>\$1,841,357</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY20</b>	<b>\$1,622,741</b>

**BUDGET YEAR FY20**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
		<b>FUND BALANCE 7/1/2019</b> \$1,622,741
		<b>LEVY 2018 (PAY 2019)</b> \$2,807,466
		<b>TOTAL REVENUE</b> \$4,430,207
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,000,000
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
DENFELD	Repair / Perform soil corrections / Reconstruct Track	\$850,000
HOCHS	Fire Alarm Systems: Outdated System	\$350,000
ORDEAN EAST	Replace degraded pool filtration media	\$15,000
TRANSPORTATION	Roof System: Replace Roof	\$250,000
DENFELD	Replace failed stairwell ceiling finishes	\$500,000
	<b>TOTAL FY20 LTFM EXPENDITURES</b>	<b>\$3,255,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY21</b>	<b>\$1,175,207</b>

**BUDGET YEAR FY21**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
		<b>FUND BALANCE 7/1/2020</b> \$1,175,207
		<b>LEVY 2019 (PAY 2020)</b> \$2,807,466
		<b>TOTAL REVENUE</b> \$3,982,673
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,000,000
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
ROCKRIDGE	Roof System: Replace Roof	\$800,000
CONGDON	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$750,000
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$900,000
	<b>TOTAL FY21 LTFM EXPENDITURES</b>	<b>\$3,740,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY22</b>	<b>\$242,673</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY YEAR**

**JULY 1, 2018 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**BUDGET YEAR FY22**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2021</i>	<b>\$242,673</b>
	<i>LEVY 2020 (PAY 2021)</i>	<b>\$2,807,466</b>
	<i>TOTAL REVENUE</i>	<b>\$3,050,139</b>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
CONGDON	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
EAST HIGH SCHOOL	Roof System: Replace Roof - South Class Rooms 1994	\$350,000
EAST HIGH SCHOOL	Roof System: Replace Roof - Music Wing	\$200,000
HOMECROFT	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$400,000
STOWE	HVAC: Ductwork Cleaning	\$150,000
LESTER PARK	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	<b>TOTAL FY22 LTFM EXPENDITURES</b>	<b>\$1,990,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY23</b>	<b>\$1,060,139</b>

**BUDGET YEAR FY23**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2022</i>	<b>\$1,060,139</b>
	<i>LEVY 2021 (PAY 2022)</i>	<b>\$2,807,466</b>
	<i>TOTAL REVENUE</i>	<b>\$3,867,605</b>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
HOMECROFT	Replace un-serviceable door hardware and electronic components	\$50,000
LAKWOOD	Replace un-serviceable door hardware and electronic components	\$50,000
LOWELL	Replace un-serviceable door hardware and electronic components	\$50,000
ORDEAN EAST	Exterior Door Replacement	\$200,000
STOWE	Replace un-serviceable door hardware and electronic components	\$50,000
LAKWOOD	HVAC: Ductwork Cleaning	\$150,000
HOMECROFT	HVAC: Ductwork Cleaning	\$150,000
LOWELL	HVAC: Ductwork Cleaning	\$150,000
	<b>TOTAL FY23 LTFM EXPENDITURES</b>	<b>\$1,140,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY24</b>	<b>\$2,727,605</b>

**BUDGET YEAR FY24**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2023</i>	<b>\$2,727,605</b>
	<i>LEVY 2022 (PAY 2023)</i>	<b>\$2,807,466</b>
	<i>TOTAL REVENUE</i>	<b>\$5,535,071</b>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
HOCHS	Roof System: Replace original Roof Slate 1926 Addition	\$3,000,000

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY YEAR**

**JULY 1, 2018 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

HOCHS	Vehicular Paving: Resurface Asphalt Parking Lots	\$375,000
HOCHS	Repair/Replace Exterior Stairs	\$1,300,000
HOCHS	Exterior Doors: Replace Overhead Doors	\$70,000
HOCHS	Interior Doors: Replace Boiler Room Door	\$25,000
HOCHS	Superstructure: Replace Steel Beams under front entrance destroyed by corrosion	\$50,000
HOCHS	Repair/replace temperature control system	\$300,000
HOCHS	Hazardous Components: Abatement	\$150,000
HOCHS	Hazardous Components: Abatement	\$120,000
	<b>TOTAL FY24 LTFM EXPENDITURES</b>	<b>\$5,680,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY25</b>	<b>-\$144,929</b>

**BUDGET YEAR FY25**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<b>FUND BALANCE 7/1/2024</b>	<b>-\$144,929</b>
	<b>LEVY 2023 (PAY 2024)</b>	<b>\$2,807,466</b>
	<b>TOTAL REVENUE</b>	<b>\$2,662,537</b>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
HOCHS	Replace Concrete Roofing Tile	\$5,000,000
HOCHS	Roof replacement sections 2B, 7B,7C,8, Boiler Roof	\$190,000
	<b>TOTAL FY25 LTFM EXPENDITURES</b>	<b>\$5,480,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY26</b>	<b>-\$2,817,463</b>

**BUDGET YEAR FY26**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<b>FUND BALANCE 7/1/2025</b>	<b>-\$2,817,463</b>
	<b>LEVY 2024 (PAY 2025)</b>	<b>\$2,807,466</b>
	<b>TOTAL REVENUE</b>	<b>-\$9,997</b>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
EAST HIGH SCHOOL	Roof System: Replace Roof - Pool/Gym 1994 Addition	\$325,000
HOCHS	Service Tunnels: Floor Vapor Barrier	\$50,000
HOCHS	Superstructure: Patch Plaster at Exterior Walls	\$50,000
HOCHS	Exterior Restoration 1973 Addition (Loading Dock & roof level walls above)	\$750,000
HOCHS	Exterior restoration Clock Tower and Roof level chimneys	\$1,400,000
HOCHS	Exterior Wall Restoration 1926 Addition (Gym)	\$900,000
HOCHS	Demo Chimney	\$500,000
	<b>TOTAL FY26 LTFM EXPENDITURES</b>	<b>\$4,265,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY27</b>	<b>-\$4,274,997</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY YEAR**

**JULY 1, 2018 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**BUDGET YEAR FY27**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
		<i>FUND BALANCE 7/1/2026</i> <b>-\$4,274,997</b>
		<i>LEVY FY 2025 (PAY 2026)</i> <b>\$2,807,466</b>
		<i>TOTAL REVENUE</i> <b>-\$1,467,531</b>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
HOCHS	Exterior Windows: Replace windows	\$1,800,000
HOCHS	Exterior Restoration North Wing	\$700,000
HOCHS	Exterior Restoration East Wing	\$700,000
HOCHS	Exterior Restoration West Wing	\$900,000
LAKEWOOD	Wall Finishes - Paint Interior	\$250,000
STOWE	Wall Finishes - Paint Interior	\$250,000
	<b>TOTAL FY27 LTFM EXPENDITURES</b>	<b>\$4,890,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY28</b>	<b>-\$6,357,531</b>

**BUDGET YEAR FY28**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
		<i>FUND BALANCE 7/1/2027</i> <b>-\$6,357,531</b>
		<i>LEVY 2026 (PAY 2027)</i> <b>\$2,807,466</b>
		<i>TOTAL REVENUE</i> <b>-\$3,550,065</b>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
HOCHS	HVAC: Replace failed HVAC All Floors and Restore finishes	\$5,000,000
HOCHS	Ceiling Finishes: Replace 40yr old Acoustical Ceiling Tile	\$500,000
HOCHS	Hazardous Components: Abatement	\$400,000
HOMECROFT	Wall Finishes: Paint Interior	\$250,000
LOWELL	Wall Finishes: Paint Interior	\$250,000
	<b>TOTAL FY28 LTFM EXPENDITURES</b>	<b>\$6,690,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY29</b>	<b>-\$10,240,065</b>

<b>TOTAL LEVY REVENUE FY18-FY28</b>	<b>\$28,074,660</b>
<b>TOTAL LTFM EXPENDITURES FY18-FY28</b>	<b>\$44,244,537</b>



July 17, 2018

LONG TERM  
FACILITIES  
MAINTENANCE

TEN-YEAR PLAN

\*SECTION 2\*

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY SITE**

**JULY 1, 2018 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**CONGDON ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY21	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$750,000
FY21	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$900,000
	<b>FY21 TOTAL</b>	<b>\$1,650,000</b>
FY22	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	<b>FY22 TOTAL</b>	<b>\$300,000</b>
	<b>10 YR TOTAL</b>	<b>\$1,950,000</b>

**DENFELD HS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY18	Temp Repair degraded running track PSS	\$3,040
FY18	Professional Services - failed stairwell & ceiling finishes	\$5,000
	<b>FY18 TOTAL</b>	<b>\$8,040</b>
FY19	Boiler room isolation valve replacment	\$50,000
FY19	Repair/replace damaged and degraded sidewalks & concrete aprons	\$25,000
	<b>FY19 TOTAL</b>	<b>\$75,000</b>
FY20	Repair / Perform soil corrections / Reconstruct Track	\$850,000
FY20	Replace failed stairwell celing finishes	\$500,000
	<b>FY20 TOTAL</b>	<b>\$1,350,000</b>
	<b>10 YR TOTAL</b>	<b>\$1,433,040</b>

**DISTRICT WIDE**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY18	Health and Safety Management	\$124,665
FY18	Environmental Health and Safety Projects District-Wide	\$111,090
FY18	Rubber Mulch Replacement	\$1,059,843
FY18	LTFM Compliant Deferred Maintenance District-wide	\$100,000
	<b>FY18 TOTAL</b>	<b>\$1,395,598</b>
FY19	LTFM Compliant In District Emplolyee Salary and Benefit	\$1,000,000
FY19	Health and Safety Management	\$170,000
FY19	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY19 TOTAL</b>	<b>\$1,290,000</b>
FY20	LTFM Compliant In District Emplolyee Salary and Benefit	\$1,000,000
FY20	Health and Safety Management	\$170,000
FY20	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY20 TOTAL</b>	<b>\$1,290,000</b>
FY21	LTFM Compliant In District Emplolyee Salary and Benefit	\$1,000,000
FY21	Health and Safety Management	\$170,000
FY21	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY21 TOTAL</b>	<b>\$1,290,000</b>
FY22	Health and Safety Management	\$170,000
FY22	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY22 TOTAL</b>	<b>\$290,000</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY SITE**

**JULY 1, 2018 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**DISTRICT WIDE**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY23	Health and Safety Management	\$170,000
FY23	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY23 TOTAL</b>	<b>\$290,000</b>
FY24	Health and Safety Management	\$170,000
FY24	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY24 TOTAL</b>	<b>\$290,000</b>
FY25	Health and Safety Management	\$170,000
FY25	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY25 TOTAL</b>	<b>\$290,000</b>
FY26	Health and Safety Management	\$170,000
FY26	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY26 TOTAL</b>	<b>\$290,000</b>
FY27	Health and Safety Management	\$170,000
FY27	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY27 TOTAL</b>	<b>\$290,000</b>
FY28	Health and Safety Management	\$170,000
FY28	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY28 TOTAL</b>	<b>\$290,000</b>
	<b>10 YR TOTAL</b>	<b>\$7,295,598</b>

**EAST HS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY22	Roof System: Replace Roof - South Class Rooms 1994	\$350,000
FY22	Roof System: Replace Roof - Music Wing	\$200,000
	<b>FY22 TOTAL</b>	<b>\$550,000</b>
FY26	Roof System: Replace Roof - Pool/Gym 1994 Addition	\$325,000
	<b>FY26 TOTAL</b>	<b>\$325,000</b>
	<b>10 YR TOTAL</b>	<b>\$875,000</b>

**HOCHS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY18	Parking Lot Construction & Materials Testing	\$997
FY18	Steam Pipe Relocation - Extra Fees Duluth Energy Systems	\$20,000
	<b>FY18 TOTAL</b>	<b>\$20,997</b>
FY19	HOCHS Professional Services Audit Mech/Elec/Arch	\$50,000
FY19	HOCHS Roof Tile Repair	\$40,000
	<b>FY19 TOTAL</b>	<b>\$90,000</b>
FY20	Fire Alarm Systems: Outdated System	\$350,000
	<b>FY20 TOTAL</b>	<b>\$350,000</b>
FY24	Roof System: Replace original Roof Slate 1926 Addition	\$3,000,000
FY24	Vehicular Paving: Resurface Asphalt Parking Lots	\$375,000



**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY SITE**

**JULY 1, 2018 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**HOCHS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY24	Repair/Replace Exterior Stairs	\$1,300,000
FY24	Exterior Doors: Replace Overhead Doors	\$70,000
FY24	Interior Doors: Replace Boiler Room Door	\$25,000
FY24	Superstructure: Replace Steel Beams under front entrance destroyed by corrosion	\$50,000
FY24	Repair/replace temperature control system	\$300,000
FY24	Hazardous Components: Abatement	\$150,000
FY24	Hazardous Components: Abatement	\$120,000
	<b>FY24 TOTAL</b>	<b>\$5,390,000</b>
FY25	Replace Concrete Roofing Tile	\$5,000,000
FY25	Roof replacement sections 2B, 7B,7C,8, Boiler Roof	\$190,000
	<b>FY25 TOTAL</b>	<b>\$5,190,000</b>
FY26	Service Tunnels: Floor Vapor Barrier	\$50,000
FY26	Superstructure: Patch Plaster at Exterior Walls	\$50,000
FY26	Exterior Restoration 1973 Addition (Loading Dock & roof level walls above)	\$750,000
FY26	Exterior restoration Clock Tower and Roof level chimneys	\$1,400,000
FY26	Exterior Wall Restoration 1926 Addition (Gym)	\$900,000
FY26	Demo Chimney	\$500,000
	<b>FY26 TOTAL</b>	<b>\$3,650,000</b>
FY27	Exterior Windows: Replace windows	\$1,800,000
FY27	Exterior Restoration North Wing	\$700,000
FY27	Exterior Restoration East Wing	\$700,000
FY27	Exterior Restoration West Wing	\$900,000
	<b>FY27 TOTAL</b>	<b>\$4,100,000</b>
FY28	HVAC: Replace failed HVAC All Floors and Restore finishes	\$5,000,000
FY28	Ceiling Finishes: Replace 40yr old Acoustical Ceiling Tile	\$500,000
FY28	Hazardous Components: Abatement	\$400,000
	<b>FY28 TOTAL</b>	<b>\$5,900,000</b>
	<b>10 YR TOTAL</b>	<b>\$24,690,997</b>

**HOME CROFT ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY22	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$400,000
	<b>FY22 TOTAL</b>	<b>\$400,000</b>
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
FY23	HVAC: Ductwork Cleaning	\$150,000
	<b>FY23 TOTAL</b>	<b>\$200,000</b>
FY28	Wall Finishes: Paint Interior	\$250,000
	<b>FY28 TOTAL</b>	<b>\$250,000</b>
	<b>10 YR TOTAL</b>	<b>\$850,000</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY SITE**

**JULY 1, 2018 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**LAKWOOD ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY18	Roof System: Replace Roof	\$893,285
	<b>FY18 TOTAL</b>	<b>\$893,285</b>
FY19	Roof System: Replace Roof continuation - Bond Project	\$146,357
	<b>FY19 TOTAL</b>	<b>\$146,357</b>
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
FY23	HVAC: Ductwork Cleaning	150000
	<b>FY23 TOTAL</b>	<b>\$200,000</b>
FY27	Wall Finishes - Paint Interior	\$250,000
	<b>FY27 TOTAL</b>	<b>\$250,000</b>
	<b>10 YR TOTAL</b>	<b>\$1,489,642</b>

**LESTER PARK ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY22	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	<b>FY22 TOTAL</b>	<b>\$300,000</b>
	<b>10 YR TOTAL</b>	<b>\$300,000</b>

**LINCOLN PARK MS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Repair failed pool basin finish and replace degraded filtration media	\$30,000
	<b>FY19 TOTAL</b>	<b>\$30,000</b>
	<b>10 YR TOTAL</b>	<b>\$30,000</b>

**LOWELL ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Repair degraded and leaking masonry wall	\$60,000
	<b>FY19 TOTAL</b>	<b>\$60,000</b>
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
FY23	HVAC: Ductwork Cleaning	\$150,000
	<b>FY23 TOTAL</b>	<b>\$200,000</b>
FY28	Wall Finishes: Paint Interior	\$250,000
	<b>FY28 TOTAL</b>	<b>\$250,000</b>
	<b>10 YR TOTAL</b>	<b>\$510,000</b>

**MYERS-WILKINS ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY18	Final payment for window replacement (retainage awaiting final closing documents)	\$25,000
	<b>FY18 TOTAL</b>	<b>\$25,000</b>
	<b>10 YR TOTAL</b>	<b>\$25,000</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY SITE**

**JULY 1, 2018 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**ORDEAN MS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	26 yr Old Gym Floor Refinish & Gym Curtain	\$90,000
	<b>FY19 TOTAL</b>	<b>\$90,000</b>
FY20	Replace degraded pool filtration media	\$15,000
	<b>FY20 TOTAL</b>	<b>\$15,000</b>
FY23	Exterior Door Replacement	\$200,000
	<b>FY23 TOTAL</b>	<b>\$200,000</b>
	<b>10 YR TOTAL</b>	<b>\$305,000</b>

**ROCKRIDGE**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY18	Asbestos Abatement	\$34,928
FY18	Professional Services	\$165,000
FY18	Repair Damaged Bituminous Drive and walks	\$227,118
FY18	Repair Failed Mechanical Systems	\$378,000
FY18	Repair Failed Ventilation Systems	\$200,000
FY18	Replace Failed Finishes	\$114,000
FY18	Electrical: Replace Failed lighting	\$225,000
FY18	Electrical - High and Low Voltage Renovation	\$85,000
FY18	Replace Outdated Non Reliable Fire Alarm / BAS / other electronic control systems	\$425,000
FY18	Replace Rusted Doors and Hardware	\$180,882
FY18	Upgrade non ADA compliant fixtures	\$75,000
FY18	Replace outdated non reliable non compliant kitchen equipment	\$125,000
FY18	Replace non functioning and non code complaint kitchen hoods	\$150,000
FY18	Site Grading / Water Management	\$50,000
FY18	Repair/replace damaged and degraded sidewalks	\$20,000
	<b>FY18 TOTAL</b>	<b>\$2,454,928</b>
FY19	Replace damaged gym floor tile	\$20,000
	<b>FY19 TOTAL</b>	<b>\$20,000</b>
FY21	Roof System: Replace Roof	\$800,000
	<b>FY21 TOTAL</b>	<b>\$800,000</b>
	<b>10 YR TOTAL</b>	<b>\$3,274,928</b>

**STOWE ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY18	Replace Damaged & Non-CPSC Playgrnd Equip & fall protection, failed hard surface & drainage	\$475,332
	<b>FY18 TOTAL</b>	<b>\$475,332</b>
FY19	Stowe sign masonry repair	\$40,000
	<b>FY19 TOTAL</b>	<b>\$40,000</b>
FY22	HVAC: Ductwork Cleaning	\$150,000
	<b>FY22 TOTAL</b>	<b>\$150,000</b>
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
FY27	Wall Finishes - Paint Interior	\$250,000
	<b>FY27 TOTAL</b>	<b>\$250,000</b>
	<b>10 YR TOTAL</b>	<b>\$965,332</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**  
**PROJECTS BY SITE**  
**JULY 1, 2018 TO JUNE 30, 2028**  
**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**TRANSPORTATION**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY20	Roof System: Replace Roof	\$250,000
<b>FY20 TOTAL</b>		<b>\$250,000</b>
<b>10 YR TOTAL</b>		<b>\$250,000</b>

**TOTAL LTFM PROJECT EXPENDITURES** **\$44,244,537**

## HOCHS FIRE ALARM HEALTH AND SAFETY NARRATIVE

### **1. Facility Description**

The HOCHS Administration Facility is a 162,314 square foot, multi-story facility constructed in Duluth's Central Hillside Neighborhood in 1890. The facility has several additions in the early 1900's, some remodeling in the late 80's early 90s's, but is relatively unchanged since initial construction.

### **2. Health and Safety Expenditures**

Due to multiple failures and difficulty getting replacement parts for the 26+ year old fire alarm system, the SFM has issued an order to replace as soon as reasonably possible.

This project is contained in the LTFM 10 year plan for FY-20, and preliminary estimates show this improvement to cost between \$275,000 and \$350,000 due to the difficult and historic nature of the building construction.



**City of Duluth  
Fire Department - Life Safety Division**

615 West First Street • Duluth, Minnesota • 55802-1194  
218-730-4380 • Fax: 218-730-5902 • www.duluthmn.gov

An Equal Opportunity Employer



94

06/29/2018

ISD 709 - BOARD OF EDUCATION  
215 N 1ST AVE E  
DULUTH, MN 55802

Parcel ID: 010-0950-00010  
Property Address: 215 N 1ST AVE E

This correction notice is required by the MN State Fire Code to be served upon the owner, occupant or other person responsible where an inspection has revealed dangerous or hazardous conditions exist in violation of the requirements of the MN State Fire Code.

If the following violations are not corrected by **08/31/2018**, an administrative citation may be issued.

---

**MSFC 901.6 - Fire Prot. - Other Maintenance**

Maintain fire protection systems in an operative condition at all times, and these systems shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed.

**FIRE PANEL IS OBSOLETE WITHOUT OPTIONS TO GET PARTS FOR MAINTENANCE, THEREFORE SYSTEM SHALL BE REPLACED, PANEL, DETECTION AND NOTIFICATION APPLIANCES**

You will be contacted by Fire Department Personnel to arrange a reinspection date.

You are hereby notified of this violation(s) and corrections must be made according to the above-mentioned code.

Respectfully,

Marnie Grondahl  
Fire Marshal  
Division of Life Safety  
(218)-730-4398  
mgrondahl@duluthmn.gov

Any owner or occupant who wishes to appeal a decision of the fire marshal's office shall serve written notice of appeal upon the building official, located in the Construction Services Office, Room 210, City Hall, within 15 days after receiving notice of such decision. Appeals must be accompanied by a \$120 appeal filing fee. The notice of appeal shall contain a complete statement of the matter in controversy and relief requested. (Duluth Legislative Code Section 10-5)

**Expenditure Contracts Signed  
June 2018**

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

<b>Name</b>	<b>Amount (or Not to Exceed)</b>	<b>Source</b>	<b>Description</b>
Darek Delille	\$500.00	American Indian Education	Music compilations for Ojibwe language cartoons/videos
Amber Burns	\$500.00	Curriculum	Serve as member of NE MN PCAE Regional Center Leadership Team
Blair Powless	\$1,200.00	Curriculum	Facilitation of meetings for curriculum
J Casas & Associates	\$6,500.00	Curriculum	Keynote presentation at August 2018 All Staff Development
LeAnna Hudson	\$22,000.00	Curriculum	Transition Program Coordinator
Concordia Community Arts Playcare	\$2,385.00	Special Services	Preschool planning as required by IEP
Endion Square Children's Center	\$835.00	Special Services	Increase the 'not to exceed' amount on this contract from \$727.00 to \$835.00 (Preschool planning as required by IEP)
Endion Square Children's Center	\$961.00	Special Services	Preschool planning as required by IEP

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date, June 5, 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Darek Delille, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 5, 2018 and shall remain in effect until June 30, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will be on contract with DPS American Indian Education Department/Misaabekong to provide music compilations for our Ojibwe Language cartoon/videos. The contractor will provide music for up to 5 videos/ \$100.00 (One Hundred dollars) per video
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 \$500.00 Five hundred dollars. The rate will be \$100.00 (One hundred dollars) per music compilation. 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 301 SNIWELY RD. DULUTH, MIN. 55803

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

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

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and

provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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

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

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

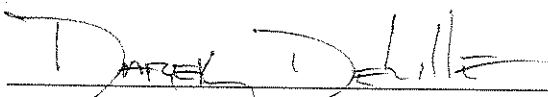
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

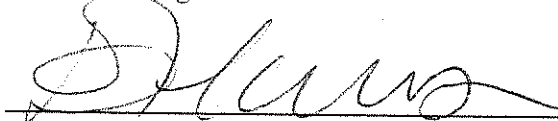
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

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

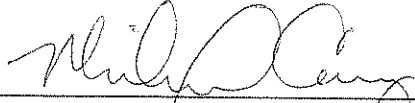
SSN/ Tax Identification Number

6-5-18  
Date

  
\_\_\_\_\_

6/5/18

Program Director

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

Date

6/6/18  
Date

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

06/08/18  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this   6   day of   February  , 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and   Amber Burns  , 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   2/6/18  , and shall remain in effect until   6/20/18  , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)  
Serve as member of NE MN PCAE Regional Center Leadership Team from February 2017 to June 2018 as a representative for Theater content area. This is being paid from the NE MN Regional Perpich Center for Arts Education Grant. Attached is a description of duties for Leadership Team Member.

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 \$   500.00 - five hundred dollars  . Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- 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 Teri L. Akervik, 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 \_\_\_\_\_ (mailing address including Zip Code)

2215 HILLCREST DR. DULUTH, MN 55811

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

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

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

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

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

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


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


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

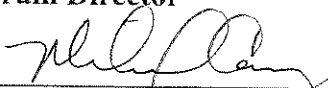
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

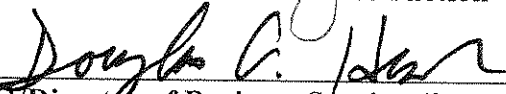
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

  
Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 5/30/18

  
Program Director \_\_\_\_\_ Music Curriculum, Perpich Grant \_\_\_\_\_ Date 2/6/18

  
Director of Curriculum and Instruction \_\_\_\_\_ Date 6/15/18

  
CFO/Director of Business Services/Superintendent of Schools \_\_\_\_\_ Date 6/15/18

**Job Description:**

Leadership Team Member will work with the regional grant supervisor, coordinator and other area arts teachers to support the professional learning necessary to improve student achievement as described by the grant projects. The Leadership Team Member will co-create and implement the action plan for the NE MN Regional PCAE Grant in cooperation with other team members based on the goals and needs of the regional arts teachers, students and schools.

**Team Leaders:**

- Use knowledge and skills to develop plans for regional grant projects in consultation with Leadership Team.
- Meet with grant leadership team to collaboratively monitor progress and plan for on-going work.
- Document activities and progress toward project goals.
- Maintain communication between team members, grant supervisor and coordinator.
- Design and present learning experience(s) for area arts teachers.
- Use technology for instruction, presentation, and communication.
- Communicate with regional arts teachers about the PCAE grant projects and staff development opportunities.
- Collaborate with NE MN PCAE Grant supervisor, coordinator and Leadership Team members and other colleagues as appropriate.
- Participate in NE MN PCAE Grant workshops, sessions and Leadership Team Meetings.
- Create, collect and utilize qualitative and quantitative data to assess progress and make decisions (ex: surveys, audio/video recordings, photos, sample student work, etc...).



## AGREEMENT

**THIS AGREEMENT**, made and entered into this fifth day of June, by and between Independent School District #709, a public corporation, hereinafter called District, and Blair Powless, 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 June 5, 2018, and shall remain in effect until December 31, 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 purpose of this contract is for the facilitation of meetings between Duluth Public Schools staff and community members regarding the selection of new novels for use in the 9th and 11th grade English curriculum. The facilitators role includes, but is not limited to, the following:
  - give clear instructions for the purpose of the group
  - enable the group to work more effectively through collaboration as they explore book options and discuss sensitive topics related to those options
  - encourage participants to think productively and to articulate key ideas, to ask vital questions, to uncover variables and find the solutions
  - work collaboratively with the Director of Curriculum and Instruction in facilitating the group.
  
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 of \$30.00 per hour for a sum not to exceed \$1200. 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 1030 West Third Street, Duluth, MN 55806.

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

12. **Modification or Amendment.** No amendment, change or modification of this

Agreement shall be valid unless in writing signed by the parties' hereto.

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

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

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

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


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

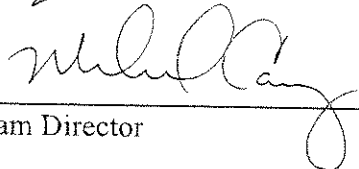
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

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

  
Contractor Signature \_\_\_\_\_ SSN/ Tax Identification Number \_\_\_\_\_ Date 6/7/18

  
Program Director \_\_\_\_\_ Date 6/15/18

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

\_\_\_\_\_  
Date

*Douglas A. Hear*  
\_\_\_\_\_  
Director of Business Service / Superintendent of Schools

*06/15/18*  
\_\_\_\_\_  
Date



**J Casas & Associates**  
**Contract for Speaking Services**  
**TAX ID: 81-3906256**

Jimmy Casas | 3136 Integrity Way, Rock Island, Illinois 61201 | Phone: (563)-343-4158 |

## Professional Services Contract

Please sign and email to [jcasasandassociates@gmail.com](mailto:jcasasandassociates@gmail.com) or mail to: J Casas & Associates, 3136 Integrity Way, Rock Island, Illinois, 61201.

Be it known, that on the 28th day of August, 2018, J Casas & Associates (hereinafter referred to as "contractor") and Duluth Public School, MN (hereinafter sometimes referred to as "contractee"), do hereby enter into contract under the following terms and conditions.

1. Contractor hereby agrees to furnish the following:
  - 1 Keynote Presentation to all staff (2.5 hours AM)
2. In consideration of the services described above, contractee agrees to pay to contractor a speaking fee of \$6,500. J Casas & Associates will be responsible for all travel expenses.
3. Contractee will make all payments (fees and expenses) not more than 30 days after the date identified in Provision 1. Make check payable to CasasLWP, LLC (Tax Identification Number: 81-3906256).
4. The contractee will provide the following equipment, printing, furniture\* or other as checked below, for Speaker during the program(s):

LCD projector/screen	lapel wireless microphone (40+ people)
small table (front of room)	laptop speakers or surround sound
product table (by exit)	index cards (1/person)

\*Should any of the supplies be an issue, let J Casas & Associates know 2 weeks in advance.

\*Preferred room set-up- in groups. If there are long tables, please set up Chevron style where the

tables point to the middle of the front of the room.

\*Should event take place in an auditorium or gymnasium, please provide podium or small table

5. Audio or video taping of the speaker's (contractor) program(s) is not permitted in any means whatsoever by contractee or any audience member, unless agreed upon after contractee makes the request to the speaker in writing and receives written authorization from the speaker.

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J Casas & Associates  
[jimmycasas.com](http://jimmycasas.com)

- 6. If program(s) are satisfactory, contractee agrees to email or mail contractor (speaker) a testimonial letter typed on group or association letterhead within 14 days of speaking engagement(s).
- 7. Contractee will provide contractor (speaker) with one table to be placed in the back of the room next to where attendees will be exiting the presentation(s) as speaker can make continuing educational learning materials (books) available.
- 8. If the engagement(s) are canceled due to an Act of God or dangerous situation, both parties agree to reschedule the event with the same terms stated in the initial contract. In the event of an emergency situation that causes contractor to cancel the scheduled speaking engagement(s), contractee and contractor may reschedule the speaking engagement(s) not to exceed 1 calendar year from initial date contracted, if possible.
- 9. If the contractee cancels a scheduled speaking engagement(s), the contractee is responsible for reimbursing contractor for any flight expenses plus a \$2,500 speaker fee. If contractee cancels within 30 days of event, contractee pays contractor in full, unless event is re-scheduled for a date/time agreed upon by both parties.

We understand and agree to these terms.

Contractor/Speaker: J Casas & Associates

Signature:

Date: 6/7/18

*James Casas*

Contractee:

Type/Print Name of Contact: Joan Lancour

Type/Print Title:

Signature:

Date:

*Douglas A. Hasler*

Douglas A. Hasler  
CFO

06/15/18

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of August 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson, 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 August 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.** Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and 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 \$32/hour up to a sum not to exceed \$22,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of 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 1545 Torgeson Road, Duluth, MN 55804.

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

*Jeanna Hudson*

*n/a*

Chair

Title

*n/a*

Clerk

Title

*Whitney*

Program Director

Taxpayer Identification Number

*Douglas P. Hart*

Director of Business Service





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 **June 11, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Playcare** hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 3 hours (180 minutes) Monday/Wednesday and , 6 hours (360 minutes) on Friday, and up to 90 days.
  2. The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**
  3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 17, 2019**; the contract not to exceed a total of **90 Days** (3 Days per Week) and a total cost up to **\$2,385.** (\$265.00 per month).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.
-

# ISD 709 Duluth Public Schools

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

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

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

**SIGNED:**

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

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

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

*Douglas C. H...*  
C.F.O. Executive Director of Business Services

Date 06/13/18

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

By *Jackie R. Ward* *6/11/18*  
Director



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

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **June 11, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 4.5 hours (270 minutes) per day, 3 day per week, and up to 45 days.
2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
3. The approximate date the service will begin is, **February 1, 2018** and shall not extend beyond **May 31, 2018**; the contract not to exceed a total of **45 Days** ( 3 Days per Week) and a total cost up to **\$835.** (\$18.00 per day + \$25 enrollment fee).
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**

# ISD 709 **Duluth** 6 Public Schools

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

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

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

**SIGNED:**

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

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

\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT #709**

Duluth, Minnesota

*Douglas A. Ho*  
C.F.O. Executive Director of Business Services

Date 06/13/18

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

By *Jackie Ward* <sup>6/11/18</sup>  
Director



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

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **June 11, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 4.5 hours (270 minutes) per day, 3 day per week, and up to 52 days.
  2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
  3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **January 23, 2019**; the contract not to exceed a total of **52 Days** (3 Days per Week) and a total cost up to **\$961.** (\$18.00 per day + \$25 enrollment fee).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.
-

# ISD 709 6 Duluth Public Schools

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

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

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

### SIGNED:

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

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

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Joseph C. Han  
C.F.O. Executive Director of Business Services

Date 06/13/18

Special Services Department

215 N. 1<sup>st</sup> Ave. East

Duluth, MN 55802

By Jackie Ward <sup>6/11/18</sup>  
Director

**Extension or Renewal Contracts Signed  
June 2018**

For your information, the School Board Chair, Superintendent or the Executive Director of Business Services has signed the following contract extensions during the month of June 2018:

<b>Name</b>	<b>Amount (or Not to Exceed)</b>	<b>Source</b>	<b>Description</b>
Great Lakes Office Solutions	\$31,000.00	Purchasing	RFP-301 Copier Service (district-wide) contract final year of this agreement; original contract and subsequent extensions approved by the Board in June 2015
Jostens	No cost to district	Purchasing	RFP-305 Denfeld High School Annual Yearbook contract for third of four year agreement (July 1, 2016 – June 30, 2020); originally approved by the Board in June 2016
Jostens	No cost to district	Purchasing	RFP-304 East High School Annual Yearbook contract for third of four year agreement (July 1, 2016 – June 30, 2020) ); originally approved by the Board in June 2016
Kemps LLC	\$160,900.00 (estimated)	Purchasing	Bid-1250 Dairy contract final two years of this agreement; original contract and subsequent extensions approved by the Board in May 2016
Lifetouch	No cost to district	Purchasing	RFP-302 Annual Student Picture/ID-District Wide for third of four year agreement (July 1, 2016 – June 30, 2020); originally approved by the Board in May 2016
Northern Business Products	\$170,000.00 (estimated)	Purchasing	Bid-1251 General Office Supplies-Primary Vendor contract final year of this agreement; original contract and subsequent extensions approved by the Board in June 2016

# AGREEMENT

Revised 3/3/15

120

**THIS AGREEMENT**, made and entered into this 19th day of June, 2018, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Great Lakes Office Solutions, 1423 N 8<sup>th</sup> Street, Superior, WI 54880**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 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. As approved by the School Board June 23, 2015.

This is the final year of this Agreement. Annual price increases will be in accordance with the Consumer Price Index for the Midwest Urban Region and will be set from this basis.

2. **Performance.** RFP-301-Copier Service Contract per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; 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, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum estimated at \$31,000.00 for the third year. 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 ISD 709 within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.



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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Rick Karlon, Great Lakes Office Solutions, 1423 N 8<sup>th</sup> Street, Superior, WI 54880.

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 ISD 709.

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

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

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

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.** Per RFP-301 specifications.

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.

ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$2,000,000.

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

<u>ISD 709 Employee</u>	<u>Position</u>
Bill Gronseth	Superintendent

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

*Daryl K. Kiley*

Chair, Board of Education

*[Handwritten Signature]*

Clerk of the Board or Designee

\_\_\_\_\_

By

\_\_\_\_\_

Title

\_\_\_\_\_

Taxpayer Identification Number

# AGREEMENT

Revised 3/3/15

125

**THIS AGREEMENT**, made and entered into this 19th day of June, 2018, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Jostens, 629 N 43<sup>rd</sup> Ave E, Duluth, MN 55804** an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 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. This is year three (3) of a four (4) year agreement (July 1, 2016 – June 30, 2020), which is renewable annually by mutual agreement.
2. **Performance.** RFP-305 Denfeld High School Annual Yearbook per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** 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 ISD 709 within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Beth Johnson, Jostens, 629 N 43<sup>rd</sup> Ave E, Duluth, MN 55804.

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 ISD 709.

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

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

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

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.** Per RFP-305 specifications.

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:

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

<u>ISD 709 Employee</u>	<u>Position</u>
Bill Gronseth	Superintendent

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
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- 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.

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

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



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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

*Dailg. Kiley*

Chair, Board of Education

*[Signature]*

Clerk of the Board or Designee

\_\_\_\_\_

By

\_\_\_\_\_

Title

\_\_\_\_\_

Taxpayer Identification Number

# AGREEMENT

Revised 3/3/15

130

**THIS AGREEMENT**, made and entered into this 19th day of June, 2018, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Jostens, 629 N 43<sup>rd</sup> Ave E, Duluth, MN 55804** an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 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. This is year three (3) of a four (4) year agreement (July 1, 2016 – June 30, 2020), which is renewable annually by mutual agreement.
2. **Performance.** RFP-304 East High School Annual Yearbook per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** 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 ISD 709 within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Bill Gronseth	Superintendent

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

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

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

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

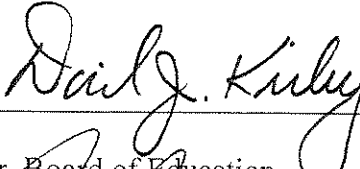
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

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

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

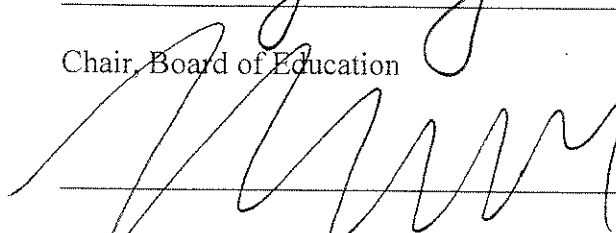
INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

  
\_\_\_\_\_

Chair, Board of Education

\_\_\_\_\_  
By

  
\_\_\_\_\_

Clerk of the Board of Designee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Taxpayer Identification Number

# AGREEMENT

Revised 3/3/15

135

**THIS AGREEMENT**, made and entered into this 19th day of June, 2018, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, **Kemps LLC, 1270 Energy Lane, St Paul MN 55108** an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. 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. As approved by the School Board May 17, 2016.
2. **Performance.** Bid-1250 – Dairy per specifications and the response provided to the Bid.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
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8. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Dick Jensen, Kemps LLC, 1270 Energy Lane, St Paul MN 55108.

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 ISD 709.

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 ISD 709. Those governing laws



include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

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.** ISD 709 option per conditions outlined in the termination section of Bid-1250 specifications

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

<u>ISD 709 Employee</u>	<u>Position</u>
Bill Gronseth	Superintendent

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

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

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

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

by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

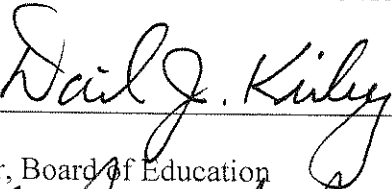
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

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

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

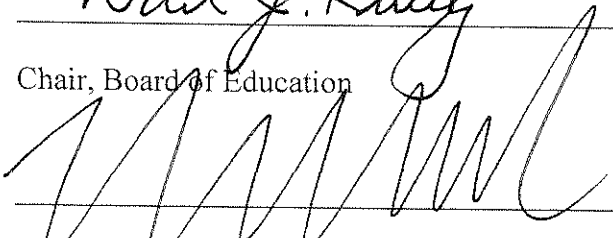
INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

  
\_\_\_\_\_

Chair, Board of Education

\_\_\_\_\_  
By

  
\_\_\_\_\_

Clerk of the Board or Designee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Taxpayer Identification Number

# AGREEMENT

Revised 3/3/15

139

**THIS AGREEMENT**, made and entered into this 19th day of June, 2018, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Lifetouch, 28 NW 4<sup>th</sup> St Suite B, Grand Rapids, MN 55744**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 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. This is year three (3) of a four (4) year agreement (July 1, 2016 – June 30, 2020), which is renewable annually by mutual agreement.
2. **Performance.** RFP-302 Annual Student Pictures/ID – District Wide per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; 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, ISD 709 will receive a 15% net commission rate. 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 ISD 709 within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Luke Abbott, Lifetouch, 28 NW 4<sup>th</sup> St Suite B, Grand Rapids, MN 55744.

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 ISD 709.

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

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

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

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.** Per RFP-302 specifications.

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.

ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$2,000,000.

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

<u>ISD 709 Employee</u>	<u>Position</u>
Bill Gronseth	Superintendent

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

*Daily Kiley*

Chair, Board of Education

*[Handwritten Signature]*

Clerk of the Board or Designee

\_\_\_\_\_

By

\_\_\_\_\_

Title

\_\_\_\_\_

Taxpayer Identification Number

# AGREEMENT

Revised 3/3/15

144

**THIS AGREEMENT**, made and entered into this 19th day of June, 2018, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, **Northern Business Products, 2326 W Superior St, Duluth MN 55806** an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of July 1, 2018, and shall remain in effect until June 30, 2020, 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. As approved by the School Board May 17, 2016.
2. **Performance.** Bid-1251 – General Office Supplies – Primary Vendor per specifications and the response provided to the Bid.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** 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 ISD 709 within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.



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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Jim Farrell, Northern Business Products, 2326 W Superior St, Duluth MN 55806.

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

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

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14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws

include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

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.** ISD 709 option per conditions outlined in the termination section of Bid-1251 specifications

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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$2,000,000.

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

147

<u>ISD 709 Employee</u>	<u>Position</u>
Bill Gronseth	Superintendent

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

*Dail G. Kuley*

Chair, Board of Education

*[Handwritten Signature]*

Clerk of the Board or Designee

By

Title

Taxpayer Identification Number

**No Cost Contracts Signed  
June 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of June 2018:

<b>Name</b>	<b>Source</b>	<b>Description</b>
Northwood Children's Services	Business Services	MOU
Holy Rosary Cathedral	KEY Zone	Facility Use/Indemnity Agreement
City of Duluth / Duluth Public Library	Superintendent	Participation in electronic library card system (Port Card)



## MEMORANDUM OF UNDERSTANDING BETWEEN NORTHWOOD CHILDREN'S SERVICES AND DULUTH SCHOOL DISTRICT, ISD #709

### I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Northwood Children's Services, a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Northwood Children's Services and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to have Day Treatment and mental health services available on site at its schools:

WHEREAS, Northwood Children's Services desires to locate day treatment programs and mental health therapists at Duluth school buildings to provide mental health services such as day treatment programming, assessments, psychotherapy, and consultation;

**Therefore, Northwood Children's Services and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.**

### II. ROLES AND RESPONSIBILITIES

#### Roles of Northwood Children's Services and Duluth School District

It is understood that Northwood Children's Services and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

#### Role of Northwood Children's Services day treatment and community mental health provider

Students served by Northwood Children's Services are clients of Northwood Children's Services, subject to the same rights and responsibilities as clients served in Northwood Children's Services settings.

Northwood Children's Services will;

1. Meet with Duluth Schools administration staff to plan a system of day treatment and mental health service delivery
2. Locate day treatment program(s) and therapist(s) at Duluth schools in order to provide day treatment mental health services

#### WEST CAMPUS

4000 W. 9th Street  
Duluth, MN 55807

P: 218.628.0237  
F: 218.628.1347

[northwoodchildren.org](http://northwoodchildren.org)

3. Employ and be responsible for its case managers, practitioners and therapists placed at Duluth schools
4. Maintain appropriate professional liability insurance
5. Accept "requests for services" from school district staff with final placement decisions determined by Northwood Children's Services
6. Share student/client information with school staff as needed and with the consent of the student/responsible parent
7. Obtain parental permission to provide mental health services
8. Maintain and own mental health records of students served
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3<sup>rd</sup> party payers for services delivered. The School district shall not be responsible for the cost of services delivered by Northwood Children's Services
10. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership

### **Role of Duluth School District**

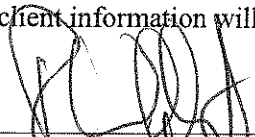
1. Meet with Northwood Children's Services administration staff to plan a system of day treatment and mental health service delivery
2. Provide Northwood Children's Services day treatment programs and therapists with appropriate, private space where they are allowed to furnish it with the furniture deemed necessary to provide a safe and comfortable environment for mental health treatment. Ensure they are provided access to fax machines, printer, internet connection, and telephones. Once the rooms are established in the designated schools, those rooms shall remain the work space for Northwood Children's Services Employees unless the superintendent of Duluth Public Schools and the President/CEO of Northwood Children's Services deem otherwise. The rooms are as follows: Piedmont Elementary Room 235 and Room 238, Lincoln Middle School Room 1510, Room 1533 and 1520, Myers-Wilkins Room 223 and Room 226, Laura MacArthur Room B114 and B116
3. Inform school staff of Northwood Children's Services available and work with Northwood Children's Services staff to develop a system to identify and refer students that may be in need of day treatment/mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by Northwood Children's Services. Final service delivery decisions are made by Northwood Children's Services
4. Meet periodically with Northwood Children's Services administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership

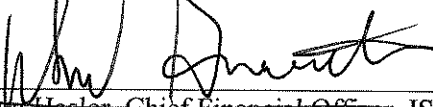

### **III. GENERAL TERMS**

**Terms.** This Memorandum of Understanding will begin effective the date of 8/1/18 and will remain in effect unless either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

**Termination.** Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

**Confidentiality.** Northwood Children's Services and Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Northwood Children's Services and Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

Signed:  Date: 6/18/18  
Richard Wolleat, President & CEO, Northwood Children's Services

Signed:  Date: 6/22/18  
 Doug Haster, Chief Financial Officer, ISD #709  
06/22/18 William Gronseth, Superintendent



## FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: HOLY ROSARY CATHEDRAL, DULUTH

PARISH is understood to include the Arch/Diocese of DULUTH, MINNESOTA

FACILITY USER: Congdon Keyzone - ISS 709

DATES OF FACILITY USAGE: July 2, 2018 - August 31, 2018

TYPE OF FACILITY USAGE: Playground and Equipment

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: Wm Gronseth

(Must be an official agent of FACILITY USER)

NAME (Please print): Wm Gronseth

DATE: 6/26/18

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF DULUTH, THROUGH THE  
DULUTH PUBLIC LIBRARY,  
AND  
INDEPENDENT SCHOOL DISTRICT NO. 709**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth through the Duluth Public Library ("Library") and Independent School District 709 ("ISD 709").

WHEREAS, the Library and ISD 709 wish to establish a virtual library card program for students and educators called Library Port program; and

WHEREAS, the Library Port program will connect ISD 709 students to the resources available through the Library including a broad range of electronic resources, such as on-line homework help, electronic databases, e-books and electronic magazines; and

WHEREAS, the Library Port program will benefit the Duluth community by encouraging student engagement with the library.

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

- I. ISD 709 Obligations.
  - A. ISD 709 agrees to integrate Library Port training materials provided by the Library into at least one staff professional development session every year;
  - B. ISD 709 agrees to create an opt-out process for parents consistent with federal and state law;
  - C. ISD 709 agrees to provide the following information on participating students to the Library: Unique ID, Student ID number, Name, Address, Phone, Email, Date of Birth, School, and Grade;
  - D. ISD 709 agrees to implement the following processes for transferring student data to the Library for the purpose of creating virtual library cards:
    1. Assign all students a unique number up to six digits. (Codes will be assigned to individual schools to add to that data output.)
    2. Run queries from ISD 709 student system (e.g. Infinite Campus) into a tab delimited text file.
    3. Transfer queries via Library's secure FTP site on a regular basis;
  - E. ISD 709 agrees to promote Library Port internally to ensure that Library Port is a resource to enrich students' curriculum and the library is part of students' community; and

- F. ISD 709 agrees to promote Library Port externally to parents and the general public in partnership with the Library, including a formal announcement of the partnership agreed upon by both parties.

II. Library Obligation.

- A. Library agrees to provide access to Library resources risk free. ISD 709 students will be able to check out digital materials and up to five physical items without overdue fines;
- B. Library agrees to provide staff of ISD709, including those that live outside the City of Duluth, with a digital access card allowing access to Library Port electronic materials; and
- C. Library agrees to promote Library Port externally to the general public in partnership with the ISD709, including a formal announcement of the partnership agreed upon by both parties.

III. General Terms and Conditions.

- A. Data Practices.  
Each party will abide by the provisions of Minn. Stat. Chapter 13, the Minnesota Data Practices Act, as well as the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 in the handling and disclosure of data.
- B. Contract Period.  
Notwithstanding the date of execution, the term of this Agreement shall commence on the Effective date and shall continue until June 30, 2020, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement without cause.
- C. Non-Discrimination.  
Parties shall not discriminate against any person in granting or denying access to Library Port because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.
- D. Hold Harmless.  
Each party shall be responsible for its own acts and omissions in carrying out the obligations of this Agreement.
- E. Notices  
Notice to the Library or ISD 709 provided for herein shall be sufficient if sent by the 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**  
 Duluth Public Library  
 520 W. Superior Street  
 Duluth, MN 55802  
 Attn: Library Manager

**ISD 709**  
 Duluth Public Schools, ISD 709  
 215 N 1st Ave E  
 Duluth, MN 55802  
 Attn: Superintendent of Duluth Public Schools

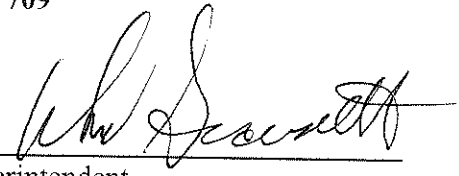
- F. Laws, Rules and Regulations.  
 Parties agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.
- G. Applicable Law.  
 This Agreement, together with all of 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. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.
- H. Severability.  
 In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.
- I. Entire Agreement.  
 It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.
- J. Counterparts.  
 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

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

**CITY OF DULUTH**

**ISD 709**

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

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

ATTEST:  
  
\_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

Approved as to form:

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

Countersigned:

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



**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN  
ISD 709 ADULT BASIC EDUCATION  
AND  
CITY OF DULUTH  
FOR THE  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
WORKFORCE DEVELOPMENT DIVISION**

**WOMEN'S ECONOMIC SECURITY ACT (WESA)**

**Minnesota Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program**

**THIS AGREEMENT**, effective as of the date of attestation by the City Clerk ("Effective Date"), by and between the **CITY OF DULUTH**, (the "City"), and **ISD 709 ADULT BASIC EDUCATION**, (the "Grantee").

**WHEREAS**, the City has entered into a Master Grant Agreement with the State of Minnesota, acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED") to apply for and receive funds to provide employment and training services offered through the City's Workforce Development Center; and

**WHEREAS**, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for funds in the amount of One-Hundred-Forty-One Thousand Four Hundred Ninety-Nine Dollars and no/100 (\$141,499) from DEED under its Women's Economic Security Act (WESA) - Minnesota Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program (the "Program Grant") to support women and girls of color, women over age 50, and low-income women's workforce needs and address employment disparities in Duluth and northeast Minnesota. This program will relieve economic disparities for women and girls by increasing awareness, exposure, and access to occupations in the skilled trades ("the Project"). The Project Specific Plan ("PSP") is attached as *Exhibit A* and the grant award letter is attached as *Exhibit B*; and

**WHEREAS**, the City desires to award a portion of the Program Grant (the "Subgrant") to Grantee, and Grantee agrees to accept and utilize such proceeds for the Project.

**NOW, THEREFORE**, the parties agree to the following terms:

1. **AWARD**. The City awards a Subgrant to Grantee in the amount of Six-Thousand Five-Hundred Seventy-Nine Dollars and no/100 (\$6,579) for Grantee's performance of its obligations under the Program Grant including:

- A. Perform the duties specified in the Work Plan, which is attached as *Exhibit C* and incorporated into this Agreement.
- B. Provide a mid-grant report, and end-of grant report two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce One (WF1) reporting.
- C. Submit invoices outlining services provided with supportive documentation to City Manager on a monthly basis. Examples of documentation for services include detailed receipts and timesheets.
- D. Coordinate with City staff on scheduling for services and/or workshops.

- E. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
- F. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED.

**2. PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement and/or Project Specific Plan. Grantee's default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.

**3. TIME OF PERFORMANCE.** Grantee must start the Program upon execution of this Agreement and complete the Program on or before June 30, 2019. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

**4. CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
- B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

**5. DISBURSEMENT.** It is expressly agreed and understood that the City will pay Grantee under this Agreement \$3,290 in the SFY 2018 and \$3,290 in SFY 2019 with the total amount not to exceed \$6,579.00. City will pay Grantee for all services performed under this Agreement as specified in the Budget Narrative, attached hereto as *Exhibit D*. Grantee's proposed budget is attached as *Exhibit E*. Invoices must be submitted on a monthly basis by the 5<sup>th</sup> of the following month. Payment for services will be sent within 45 days of receipt of invoice.

**6. NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

**City:** City of Duluth  
 Manager, Workforce Development  
 402 W. 1<sup>st</sup> Street  
 Duluth, MN 55802  
 218-730-5244  
 Attn: Carol Turner

**GRANTEE:** ISD 709 Adult Basic Education



Attn: Patricia Fleege, Program Director  
 215 N 1<sup>st</sup> Avenue East  
 Duluth, MN 55802  
 218-722-8985

**7. GENERAL CONDITIONS.**

**A. General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.

**B. Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

**C. Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Grantee is an independent contractor.

**D. Liability.** Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

**E. Indemnification.** Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees

**F. Workers' Compensation.** The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.

**G. Insurance.** Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein.

Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

## 8. ADMINISTRATIVE REQUIREMENTS.

**A. Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

### B. Records.

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.

2. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

4. *Data Practices Act* The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. *Close-Outs.* The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include:

making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

**C. Payments.** The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

**D. Procurement.** The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

#### 9. MISCELLANEOUS.

**A. Assignability.** The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

**B. Copyright.** If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

**C. Relationship of the Parties.** It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or an constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

**D. Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

**E. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

**10. ENTIRE AGREEMENT.** This Agreement contains all negotiations and agreements between City and Grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

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

**CITY OF DULUTH**

**ISD 709 ADULT BASIC EDUCATION**

By [Signature]  
Mayor

By Douglas C. Hart  
Its: CFD

Attest: [Signature]  
City Clerk  
Date Attested: 4/5/2018

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

Countersigned:  
[Signature]  
City Auditor

As to form:  
[Signature]  
City Attorney

ATTACHMENTS

- Exhibit A: Project Specific Plan
- Exhibit B: Award Letter
- Exhibit C: Work Plan
- Exhibit D: Budget Narrative
- Exhibit E: Grantee's Budget

**EXHIBIT A – Project Specific Plan**

Master Contract #: DULUTH2016M

Term of Master Contract: 7/20/2016 – 6/30/2021

Master Supplier Contract #: 109704

Contract ID #: 6041400

**STATE OF MINNESOTA  
PROJECT SPECIFIC PLAN  
ORIGINAL CONTRACT**

GRANTOR / STATE	GRANTEE
MN Department of Employment and Economic Development Employment & Training Programs (ETP) Division 1 <sup>st</sup> National Bank Building 932 Minnesota Street – Suite E200 Saint Paul, MN 55101-1351	City of Duluth Workforce Development Division 402 West 1 <sup>st</sup> Street Duluth, MN 55802
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
Name: Taryn Galehdari Title: Employment & Training Program Coordinator Telephone Number: 651-259-7540 Email: taryn.galehdari@state.mn.us	Name: Carol Turner Title: Operations Administrator/Interim Director Telephone Number: 218-730-5241 Email: cturner@duluthmn.gov

Required Attachments: Attachment 1: Work Plan  
Attachment 2: Budget  
Attachment 3: Terms and Conditions

**SUBMITTED BY GRANTEE:**

I certify that the information contained in the attached Work Plan and Budget, labeled attachment 1 and Attachment 2 respectively, is true and accurate to the best of my knowledge and that I submit this Project Specific Plan on behalf of the Grantee.  
(Signature) Carol Turner Date: 04-10-18

Printed Name: Carol Turner  
Title: Operations Administrator/Interim Director

**APPROVED BY (GRANTOR / STATE)**

I have reviewed and approved the attached Project Specific Plan which is referenced in and incorporated as an amendment to the Master Grant Contract indicated herein.  
(Signature) [Signature] Date: 4/13/18

Printed Name: May Thao Schuck  
Title: Director, Employment & Training Programs (ETP) Division  
Agency: Minnesota Department of Employment and Economic Development

**FOR DEED OFFICE USE ONLY**

Program Name: Women's Economic Security Act (WESA) SFY 18 – SFY 19

Contract Start Date:	<u>3/31/2018</u>	Total Contract Amount:	\$141,499.00
Contract End Date:	<u>06/30/2019</u>	Available 3/31/2018 - 6/30/2019	\$70,749.50
Match/Leverage Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Available 7/01/2018 - 6/30/2019	\$70,749.50

	SWIFT Contract ID	SWIFT PO Number #	
	140281	3000331145	
Program Coordinator	NGA Number	SWIFT Vendor Number + Location	Procure-It #
Taryn Galehdari		0000197681.001	37465

AFS Signature: [Signature]

Encumbrance Date: 6/9/2018



## EMPLOYMENT AND ECONOMIC DEVELOPMENT

March 16, 2018

Paula Reed  
City of Duluth, LWDA 4  
402 West 1st Street  
Duluth, MN 55802

Dear Paula Reed,

I am pleased to inform you that your application for the Minnesota Women and High Wage, High Demand, Nontraditional Grant Program through the Department of Employment and Economic Development (DEED) has been approved for funding in the amount of \$141,499.00. This funding is contingent upon the successful negotiation and execution of a grant contract pursuant to all applicable law and policy.

DEED staff will provide a mandatory webinar training session on March 22, 2018 from 10:00 – 11:00 a.m. The information for this webinar will be e-mailed to your agency closer to the event. At this time, staff will answer contracting questions, discuss project implementation and reporting requirements, provide information on grant and financial management, and provide updates on DEED program staff contact information. It is very important that those responsible for grant administration and reporting attend this webinar training session.

Taryn Galehdari is the program coordinator assigned to your grant. For additional information, please contact her at [taryn.galehdari@state.mn.us](mailto:taryn.galehdari@state.mn.us) or (651) 259-7540.

Congratulations on your successful proposal. We look forward to working with you to help make Minnesota a state where everyone has an opportunity to succeed.

Regards,

Shawntera M. Hardy  
Commissioner

## EXHIBIT C – Work Plan

Attachment 1 - Work Plan  
Grant # 8041400

**Executive Summary - Overview:** This application proposes to utilize \$141,499 of funding and other leveraged resources to increase women's participation in high-wage, high-demand occupations within the skilled trades. City of Duluth Workforce Development (DWD) and its partners will engage women in at least one of the following: 1) Short-Term Training for cohort of 15 women in Machine Operations; 2) Carpentry Preparatory Apprenticeship Training to support 6 women in a cohort of 15; 3) On-Site, Experiential Tours of Apprenticeship Training Facilities for 60 to 75 women. At least 90% of women involved in these activities will be low-income; 60% will be women of color over age 18. **Organizational Information:** DWD serves more than 1,300 individuals annually and has decades of experience implementing evidence-based programming for people with multiple barriers to employment. DWD delivers services to individuals on public assistance, as well as those enrolled in WIOA Youth, Adult or Dislocated Worker programs, and the Senior Community Service Employment Program. **Need:** In NE Minnesota, women make up 50.6% of employment in all industries. However, the median wage for a female employee is \$16.05, nearly \$4.00 less an hour than for males in the region. In the construction industry, males make up 90% of the workforce and are paid over \$10.00 an hour more than women in this field, on average (see Table 1). In the Duluth MSA, people of color have substantially less economic security than Whites. The median household income for Black or African

Americans is \$17,917, nearly 3 times less than the median household income for Whites, at \$51,079.

		% of Employment	Median Wage
Total, All Industries	Male	49.40%	\$19.97
Total, All Industries	Female	50.60%	\$16.05
Construction	Male	90%	\$29.85
Construction	Female	10%	\$19.12

*Source: DEED's Quarterly Employment Demographics (QED)*

It is estimated that 56% of the Black population in the Duluth area lives in poverty, compared to 13% of Whites. Lastly, Non-White labor force participation rates are lower and unemployment rates are higher than they are for Whites (see Table 2).

	Median HH Income	Below poverty level	% below poverty level	Labor Force Participation Rate	Unemployment Rate
White	\$51,079	38,407	13.4%	63.0%	5.3%
Black or African American	\$17,917	1,943	56.6%	50.8%	17.6%
American Indian and Alaska Native	\$31,224	2,366	38.1%	57.7%	10.8%
Two or more races	\$35,636	2,311	32.8%	61.6%	14.5%

Attachment I - Work Plan  
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**Service Provision & Results:** DWD will leverage existing partnerships to facilitate service provision and positive participant outcomes. For years, Lake Superior College, Adult Basic Education, DWD, SOAR Career Solutions and the Duluth Workforce Center have partnered and successfully supported clients to obtain industry recognized credentials and employment in the transportation, healthcare and construction fields. These longstanding relationships will be utilized to strengthen existing systems and guarantee efficient use of resources. Additionally, this project leverages \$35,000 in DOL LEAP funding to increase the number of training slots for women, is supported by local employers, and engages new partners at the Apprenticeship Training Centers. These collective efforts will reduce barriers and increase the likelihood clients obtain employment and/or access additional education/training opportunities. **Project Impact:** Activities outlined in this proposal will relieve economic disparities for women in the NE Region and Minnesota by increasing awareness, exposure, and access to occupations in the Skilled Trades including: *Carpenters, Machinists, Plumbers, Pipefitters, Electricians, Sheet Metal Workers, and Iron Workers*. Women who successfully complete training will be able to access well-paying jobs with local employers. Women who participate in tours will increase awareness of various occupations, gain understanding of training programs, and be able to "try out" various skills through hands on activities. Tours will be scheduled prior to apprenticeship program application periods, so interested women can apply, interview for, and potentially be selected as apprentices in 2019.

**Racial Equity Analysis:** DWD's experience serving individuals with significant barriers to employment and/or those who are under-served and under-represented in the workforce includes working with both racially diverse populations and women. Across all programs, more than half of DWD clients are women and the following chart shows the % of people from communities of color served by each program in the specified 12-month period as compared to the % of people from communities of color in Duluth:

PROGRAM (9/1/15 - 8/31/16)	% of people served from communities of color <sup>1</sup>	PROGRAM (9/1/15 - 8/31/16)	% of people served from communities of color <sup>1</sup>
MHP	32.54%	Dislocated Worker Program (WIOA & MN)	8.84%
Diversionsary Work Program (DWP)	22.70%	Youth & Young Adult (WIOA & MN)	48.13%
Adult Program (WIOA)	42.00%	Older Worker Program (SCSEP)	29.00%
<sup>1</sup> Percentage of people from communities of color in Duluth population = 9.4%			

<sup>1</sup> Percentage of all participants NOT identifying their race as White/Caucasian / <sup>2</sup> Source: US Census Bureau, 2010-2014 ACS



Attachment 1 - Work Plan  
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The City of Duluth continues its efforts to increase the diversity of its staff and ensure DWD reflects the communities we serve by utilizing tools made available through involvement with the Governmental Alliance on Racial Equity (GARE) to review job descriptions, adjust processes, and remove unintended barriers, such as requiring a driver's license for employment. The Duluth Workforce Development Board

(DWDB) is also working to diversify its membership by consulting with the City's Human Rights Office to facilitate engagement of

Current Demographics - DWD Staff			
% White	99%	Female	100%
% Non-White	1%	Male	0%
Current Demographics - DWD Board			
% White	95.24%	Female	72%
% Non-White	4.75%	Male	28%

diverse leadership and the DWDB's Diversity & Inclusion Committee is working to engage communities of color in development and implementation of solutions to address disparities. We continue to reach out to build relationships, facilitate connectivity, increase engagement, and garner input for our work. Communities of color and women will be engaged through individual and small group discussion, facilitated focus groups, and participation on an Advisory Committee. Female instructors will facilitate portions of the Carpenter's Preparatory-Apprenticeship training, serving as role models who are currently working in the field; women and/or individuals of color will facilitate tours and hands-on learning at apprenticeship training locations; and community organizations including the Community Action Duluth, American Indian Community Housing Organization, and the City's Human Rights Office will provide referrals, guidance and support.

**Proposed Services:** 1) Short Term Training: Project partners will recruit, prepare and engage women in 200 hours of training (developed with input from employers) to prepare them for occupations in Machining. Prior to the training, ABE will engage all participants in 20 hours of contextualized coursework to prepare them for the training. ABE will also provide 5 hours of classroom support and tutoring per week during the training at LSC's downtown campus. 2) Preparatory Apprenticeship: Project partners will recruit, prepare and engage women to prepare them for residential or commercial carpentry positions and entrance into a full apprenticeship program. Successful completers will be eligible for up to 3 certifications (OHS 10, HILTI PAT, UBC Aerial Life). Nine participants will be

## Attachment 1 - Work Plan

### Grant # 8041400

supported by SOAR's LEAP Grant from DOL, with six additional spots for women supported through this grant. SOAR, North Central Regional Council of Carpenters' representatives and instructors, and ABE will facilitate orientation for all participants who enroll in the program to cover training logistics, rules, regulations, expectations, and to answer questions. Following orientation and prior to training, ABE will engage participants in 20 hours of contextualized coursework. All technical training will be conducted at the Carpenter's Training Center. 3) Employer engagement is a key component of both training opportunities and the following partners will engage with participants at various times throughout the training period: Ravin Crossbows, Loll Designs, Epicurean (*Machining*), McGough Construction, and Gardner Builders (*Carpentry*). 4) Outreach, Education and Tours: DWD and partners will facilitate public education and outreach activities to women through information sessions, distribution of education and other materials for apprenticeships, and on-site tours of five apprenticeship training programs in NE Minnesota - *Iron Workers, Plumbers/Pipefitters, Carpenters, Sheet Metal Workers, and Electricians*. Educational materials aimed at "demystifying" apprenticeships will be developed and distributed through the Workforce Center, partner locations, community-based organizations, and high schools. Each apprenticeship training program will host one "experiential tour" for 12-15 women scheduled at different times throughout the grant period. Partners seek to engage at least 50 unique women. SOAR and DWD will promote all opportunities to individuals accessing services at each agency location, with additional outreach and referrals facilitated through the Workforce Center, Adult Basic Education, local NAACP chapter, and other community-based organizations. At least 3 informational sessions will be conducted during the grant period at various locations in the community - one downtown, one east and one west - to ensure access across neighborhoods.

**Accountability and Reporting:** Project partners frequently work together and have established systems for collectively serving clients, maintaining client confidentiality, and harnessing resources to maximize collective impact. DWD and SOAR have experienced staff working on this project who will maintain

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caseloads, track data, assess eligibility, facilitate intakes/enrollments, collect documentation, manage files, facilitate supports, develop plans, and monitor participant progress. Both SOAR and DWD utilize the Workforce One client management documentation system for tracking data, outcomes, case notes, support and other relevant information. DWD will have primary responsibility for reporting to DEED.

**Culturally Competent Delivery of Services:** Partners have many years of experience working with individuals from various racial/ethnic groups and utilize a client-centered approach by working with participants to address their individual needs and learning styles to achieve their goals. To ensure culturally competent delivery of services, partners will also: A) Ensure services incorporate and build upon participants' values, beliefs, worldviews, and traditions, many which are rooted in or informed by culture and experience; B) Continue to develop relationships and coordinate services with culturally specific, community-based resources and programs; C) Seek to recruit/hire those who increasingly reflect the range of identities represented in the populations being served; and D) Establish an Advisory Committee of representatives from organizations working with or representing diverse populations to inform staff on project activities, troubleshoot issues, and ensure services are delivered in a manner that is reflective and accommodating of the populations being served.

**Aligning Services with Labor Market Demand:** The short-term training for Machining and Carpenter's Preparatory Apprenticeship Program both prepare individuals for occupations in high-demand in the NE region. Tours of training facilities will also provide exposure and access to apprenticeships for occupations in demand. In NE Minnesota there are nearly 6,000 people employed in construction and extraction occupations, with 1,480 openings projected from 2014-2024 due to growth and replacement of the workforce in the region. The median wage for this occupation group is \$27.26, considerably higher than the \$17.25 median wage for all occupations in NE Minnesota (see Table 2). NE Minnesota also has nearly 300 machinists, and this occupation is projected to grow by more than 25% in the next 10 years with a projected growth of 100 machining jobs added. Along with projected growth, there is

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need to replace machinists who may leave the job or retire, providing considerable opportunity for this occupation both regionally and statewide.

Table 2. Northeast Minnesota Occupation Statistics, 2016		Source: DEED's Occupation Employment Statistics and Employment Outlook					
SOC Code	Occupation	Employment	Median Wage	% Change 2014 - 2024	Numeric Change 2014 - 2024	2014 - 2024 Replacement Openings	2014 - 2024 Total Openings
470000	Construction and Extraction Occupations	5,950	\$27.26	1.7%	138	1310	1480
514041	Machinists	290	\$23.55	26.4%	101	110	210
514041	Carpenters	1,020	\$24.37	0.9%	13	150	160
472152	Plumbers, Pipefitters, and Steamfitters	410	\$33.66	0.2%	1	50	50
472111	Electricians	510	\$32.12	1.0%	9	130	140
472211	Sheet Metal Workers	170	\$29.85	1.6%	3	60	60

Measurements of Success: Success will be measured by achieving the following:

Short Term Training: Machining	Pre-Apprenticeship Training: Carpentry	Experiential Tours/Information
50 will inquire about program 30 will complete paperwork 18 will engage in prep with ABE 15 will move into training 10 will successfully complete training 8 will move into employment, further education or apprenticeship	50 will inquire about program 30 will complete paperwork 18 will engage in prep with ABE 15 will move into training 10 will successfully complete training 8 will move into employment, further education or apprenticeship	60-75 women will participate in tours of the 5 training site locations  At least 12 of women participating in tours will submit apprenticeship applications  Of those who apply, at least 50% will be accepted.

**Employment Outcomes:** The 200 hour machining course was developed in partnership with employers and will provide a cohort of women with foundational skills necessary to gain employment. Employers will engage with participants throughout the training and will interview all successful completers. Those who successfully complete the training and meet employer requirements (i.e. pass drug test), will move into employment. Once hired, skills will continue to develop through on-the-job training. Opportunities for advancement will be available as skills are further developed through OJT and incentives will be provided to participants at hire and quarterly for up to one year to reward job retention. Successful completers of the Carpentry Preparatory Apprenticeship will have skills necessary for residential or commercial carpentry positions and/or entrance into a full apprenticeship program. Those moving into a full apprenticeship will increase their skills and marketability, providing additional opportunities for employment and/or advancement. To support job retention, incentives will be provided for participants at hire, 3-months, 6-months, 9-months, and one year. The first round of Carpentry Preparatory Apprenticeship training in Duluth (mid-2017) resulted in: 78% successfully completed, 67% obtained

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employment; 50% entered into a registered apprenticeship. We expect to achieve similar or better outcomes in this next round of training and will continue to utilize a cohort model to facilitate peer support. Implementation of education, outreach and experiential tours will increase awareness of the apprenticeship training programs (and application processes), while removing key barriers for participants, training programs and employers. We often hear that individuals who enter apprenticeships "do so because of a family member or other acquaintance". If a person does not have that connection, they are far less likely to pursue these opportunities or even know where/how to access them. Women are even less likely to pursue an occupation in the trades, because they see very few women doing this work and don't realize it could be an opportunity for them. Training programs want/need to recruit more women and minorities, but are having very limited success. Activities outlined in this proposal will facilitate connectivity between women and the skilled trades, reduce barriers (i.e. stereotypes, lack of awareness, etc.), and provide support for women interested in pursuing these nontraditional careers. Our goal is to increase the number of women who apply for and are accepted into local apprenticeship programs.

**Sustainability:** DWD has worked with individuals to gain and sustain employment for decades and has successfully prepared women (including low-income, women of color, and women over 50 years old) for high-wage, high demand jobs - including nontraditional occupations. Over the years, DWD has helped hundreds of women secure employment in high-demand industries including healthcare, advanced manufacturing, aviation, and carpentry. To sustain efforts outlined in this proposal, DWD will continue to align education/training resources with high-wage, high-demand occupations in the skilled trades and work with partners to secure additional funding beyond the grant period. We will seek investments from local foundations and, as the value of this work is recognized by our employer and apprenticeship partners, we will pursue a "shared investment strategy", where all partners contribute financially. During this time of limited resources -- people and financial -- creative solutions supported by cross-

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sector, public/private investment and collaboration will be essential to our community's ability to meet employer demand for workers and individuals' need for employment with family-sustaining wages.

**Partnerships:** See partnership chart

**Participant Recruitment, Intake, and Retention Strategy:** Recruitment: SOAR will facilitate recruitment through agency staff and case managers; DWD will facilitate recruitment through staff, case managers, and Workforce Center partners. Information will be shared with St. Louis County and local DWP/MFIP providers to reach women on public assistance and an established referral network will be utilized to share information with other community-based organizations, service providers, government entities, educational institutions, service organizations, and others so they can identify and refer eligible and interested individuals to participate in project activities. Intentional connections with leaders from communities of color, the YWCA, NAACP, Community Action Duluth, and others will be made to promote project activities and training opportunities, and materials will be provided for easy reference and distribution to those who want to learn more. At least three information sessions will be conducted at locations across the community. Challenges: Connecting with the target population is often the most challenging aspect of any project, making it very important to have a broad referral network and multiple strategies for outreach. As we connect with individuals, we often find they need to work on stabilization factors such as securing safe housing, maintaining mental health and/or chemical dependency issues, or obtaining identification before they are ready to move forward. Support services and collaboration with others in the community help us work with clients to overcome these issues. Work schedules, childcare needs and other factors also create challenges for those we wish to engage, so training and tours are scheduled to provide as much flexibility for accommodating those needs as possible. Intake: A basic application will be used to collect relevant client data to determine eligibility and provide job counselors with other relevant information such as education level, skill competencies, and work experience. To assess the basic reading and math skills of eligible participants, staff utilize

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TABE testing administered by ABE. Other assessments are also utilized to support participants and assist them with making informed decisions regarding their future in the workforce. Participants meet one-on-one with staff to assess any "at risk" factors (i.e. criminal background, disability, negative work history), and discuss how best to address them. Based on client needs, a plan is developed for moving forward. Retention: Job counselors establish a relationship with each client; getting to know them and working to facilitate trust and open communication. The more connected a client feels to their counselor, the more likely they will be to reach out when challenges arise and the more successful they will be. Maintaining frequent contact and communication by phone or in person is critical to ensuring client engagement and retention. Incentives may be used to reward participants who achieve identified milestones (i.e. GED completion, 6 months on the job). Support services for transportation and other unmet needs also help with participant retention by removing barriers that would otherwise impede client success. Monitoring Progress: Staff maintain contact with participants at least monthly once they have exited the program to ensure the individual continues to be successful and provide assistance and/or support if they encounter an obstacle that would inhibit continued progress.

Use of Funds: Cost Effectiveness - A description of how the funds will be used to successfully deliver the proposed services has been included on the budget form. Financial Capacity - DWD has extensive experience effectively administering grant funding and the financial capacity needed to implement this grant project. Each year, DWD manages more than \$3.4 million in state and federal funding with support from the City of Duluth Financial Department which oversees financial management and ensures fiscal integrity. Funds Requested / # Served / Cost per Participant -

All Grant Activities (Trainings, Outreach, Tours)		Short Term Training: Machining Only		Preparatory Apprenticeship Training: Carpentry Only	
Total # Served	102 - 117	# Served	30	# Served (this grant only)	12
Avg. Cost Per Participant	\$1,379 - \$1,197	# Trained	15	# Trained (this grant only)	6
		Cost of Training Per Participant	\$1,500	Cost of Training Per Participant (this grant only)	\$2,245

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By utilizing an infrastructure of strong and proven partnerships, leveraging funding from other sources, establishing new partnerships, utilizing existing facilities, and enhancing efforts with in-kind resources and support, our project utilizes available funds in the most effective and productive way.

**Financial Management Capacity:** Records are maintained and supported by source documentation;

Records are maintained in the City of Duluth's (City) accounting and payroll software. Original invoices are kept by the Auditor's Office to support expenditures recorded; and, payroll records are kept by the Payroll Department to support payroll recorded. Internal controls are in place to assure accountability;

The City has internal controls in place and maintains segregation of duties: (A) Expenditures are approved by authorizing personnel, and forwarded to City's Finance Department; (B) Financial Specialists enter invoices into the accounting system. Financial Analysts print the checks; (C) Bi-weekly payroll timesheets are reviewed & approved by department supervisors. Payroll is entered into payroll software by the Payroll Department. All payroll checks are direct deposited; (D) The Treasurer's Office receipts all revenue; (E) The City has an annual audit performed by the Office of the State Auditor of Minnesota and is considered a low risk auditee. Fund Management: The City, in its 2016 audit (most recent completed) received revenues of \$131,630,842 in its General and Governmental Funds. The revenue was generated by property, sales & other taxes; licenses and permits, Intergovernmental revenues (grants), charges for services, fines and forfeits, special assessments, investment income, and miscellaneous revenues. Five Financial Analysts and the City Auditor are assigned funds, and do the accounting for their assigned funds. Financial operations are overseen by the City's Chief Financial Officer and a Budget Manager oversees the City's annual budgets for all City funds.

**Matching/Leveraged Funds -** A) Co-enrollment with other programs will leverage grant funds by supporting eligible portions of the proposed activities; and B) \$35,000 secured by SOAR through a DOL LEAP grant will be leveraged with funds requested in this proposal to deliver the Carpenter's Preparatory Apprenticeship training and ensure designated slots for at least 6 women.



Activity	Total Inquire	Total Participants Served	Total Entering Prep with ABE	Total Completing Prep and Entering Training	Total Completing Training and Earning Credential/s	Total Entered Employment and/or Apprenticeship	Outcome Measures
<p><b>Activity: Community Awareness, Outreach &amp; Recruitment</b>                      DWD and SOAR will develop shared marketing materials and facilitate information sessions at their locations; At least three additional sessions will be conducted at location in the community (east, west, central); Social media will be used to generate awareness; Information will also be shared through partner networks, including the local NAACP chapter, Indigenous People's Circle, and other CBOs and the local media.</p>	25	50	30	18	15	12	9
<p><b>Activity: Intake and Assessments</b>                      Job counselors will facilitate intake &amp; conduct assessments. All participants will complete TABE testing with ABE; additional support will be provided as needed. Participants will work 1:1 with staff to address barriers, etc.</p>							<p><b>Outcome Measures</b>                      30 individuals complete intake and assessments and TABE testing                      18 individuals continue working with staff, develop an individualized employment plan (IEP), and move into prep course with ABE</p>
<p><b>Activity: ABE Prep and Machine Training</b>                      Participants will enroll in &amp; complete 20 hours of ABE Prep with contextualized instruction. Participants will enroll in and complete 200 hours of machining training (including embedded ABE services). Participants will work 1:1 with staff to address barriers and troubleshoot issues to ensure successful completion.</p>							<p><b>Outcome Measures</b>                      18 individuals will enter into the ABE Prep Course                      15 individuals will complete and move into classroom training                      12 individuals will complete classroom training</p>
<p><b>Activity: Employer Engagement &amp; Employment</b>                      Employer representatives will engage with participants during training to provide information about their business, available jobs, opportunities for growth &amp; advancement, the application process, etc. Jobsite tours and Mock interviews will be conducted prior to class completion.</p>							<p><b>Outcome Measures</b>                      100% of those completing training will be interviewed (12)                      At least 50% of those interviewed will be hired (6)                      50% of those not hired will pursue additional education/training (3)</p>
<p><b>Activity: Advisory Committee Meetings</b>                      A committee of individuals from organizations working with or representing diverse populations will meet at least monthly to inform staff on project activities, troubleshoot issues, and ensure services are delivered in a manner that is reflective and accommodating of the populations being served.</p>							

Attachment 1: Work Plan

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	Period 1 (Jan-Mar)		Period 2 (Apr-Jun)		Period 3 (Jul-Sep)		Period 4 (Oct-Dec)		Total	
	DEED Portion	Total Project	DEED Portion	Total Project	DEED Portion	Total Project	DEED Portion	Total Project	DEED Portion	Total Project
# Inquiring:	20	50	20	50	20	50	20	50	80	200
# Entering Prep with ABE:	16	30	16	30	16	30	16	30	64	120
# Completing Training and Entering Training:	8	18	8	18	8	18	8	18	32	72
# Completing Training and Earning Credential/s:	6	15	6	15	6	15	6	15	24	60
# Entered Employment and/or Apprenticeship:	4	12	4	12	4	12	4	12	16	48
# Activity: Community Awareness, Outreach & Recruitment	2	9	2	9	2	9	2	9	8	36
Develop Shared Marketing Materials Disseminate information by conducting information sessions, posting on social media, and distributing to local NAACP chapter, Indigenous People's Circle, other community-based organizations and local media.										
<b>Activity: Intake and Assessments</b> - Participants complete Holland Code Assessment - Participants complete Mind over Matters (MOM) Workshop - Participants complete Career Quest (CQ) Workshop - Participants complete Test of Adult Basic Education (TABE) - Participants meet 1:1 with SOAR Career Specialists										
<b>Activity: Orientation, ABE Prep and Carpentry Training</b> - Participants complete orientation - Participants enroll in & complete 20 hours of ABE contextualized instruction - Participants enroll into and complete 160 hours of carpentry training (including embedded ABE services) - Employer representatives engage with participant through industry panels, jobsite tours and mock interviews - 1:1 support from SOAR program staff to troubleshoot client issues and ensure successful completion										
<b>Activity: Employer Engagement &amp; Employment</b> - Employer representatives engage with participants through industry panels, jobsite tours and mock interviews - 1:1 case management to address barriers to employment and provide job search, interview prep and job retention support from SOAR staff										
<b>Activity: Advisory Committee Meetings</b> A committee of individuals from organizations working with or representing diverse populations will meet at least monthly to inform staff on project activities, troubleshoot issues, and ensure services are delivered in a manner that is reflective and accommodating of the populations being served.										
<b>Total Program Outcome Measures:</b> 50 individuals inquire 30 individuals enroll										
<b>Total Program Outcome Measures:</b> Participant Pre-Post Test MOM scores show an increased understanding of curriculum content Participant Pre-Post Test CQ scores show an increased understanding of curriculum content Participants TABE Math and Reading Scores are at an 8th grade level Participants will complete an Individualized Employment Plan (IEP)										
<b>Total Program Outcome Measures:</b> 15 individuals will enter into the Preparatory Apprenticeship Program (PAP) 12 individuals will graduate the PAP training 12 individuals will be eligible for 3 certifications - OSHA 10 - HILTI PAT - UBC Aerial Lift										
<b>Total Program Outcome Measures:</b> 9 individuals will obtain 3 certifications 9 individuals will gain employment and enter a registered apprenticeship program through North Central States Regional Council of Carpenters										
<b>Total Program Outcome Measures:</b> 3 individuals will obtain 3 certifications 2 individuals will gain employment and enter a registered apprenticeship program through North Central States Regional Council of Carpenters										

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Attachment 1: Work Plan City of Duluth Grant #8041400

Outreach/Education & Tours	Period 1 Grant Start through 6/30/18	Period 2 Grant Start through 9/30/18	Period 3 Grant Start through 6/30/19
Total Tour Participants	Up to 75	-	Up to 75
Total Tour Participants Submitting Apprenticeship Application	-	-	12
Total Tour Participants Accepted into Apprenticeship	-	-	6
<p><b>Activity:</b> Development of Materials to "Demystify" Apprenticeships</p> <ul style="list-style-type: none"> <li>- Research existing apprenticeship information</li> <li>- Conduct in-person meetings with representatives of apprenticeship training programs and tour facilities to "fill in gaps" such as process specifics (including when interviews are conducted), selection process, potential for informational interviews, basic skills required, etc.</li> <li>- Use information to develop materials for use by staff, job seekers, students and others who may be interested in apprenticeships.</li> </ul>	<p><b>Outcome Measures</b> All research complete, visits made, and materials developed by June 30, 2018</p>		
<p><b>Activity:</b> Distribution of Materials to "Demystify" Apprenticeships</p> <ul style="list-style-type: none"> <li>- Host event to "kick-off" awareness of apprenticeships and highlight upcoming tours</li> <li>- Ensure all WFC staff and other employment &amp; training providers are aware of apprenticeship opportunities and have access to materials to share with clients</li> <li>- Disseminate brochures, posters and other materials to key locations in the community</li> </ul>	<p><b>Outcome Measures</b> Kick-off event; Tour Schedule Released at end of Period 1 Information disseminated during Period 2 Recruitment for tours will occur Period 1-2</p>		
<p><b>Activity:</b> Coordinated Tours of Training Programs for Women</p> <ul style="list-style-type: none"> <li>- Conduct experiential tours at each of the following locations by end of 2018:             <ul style="list-style-type: none"> <li>▶ Carpenters Training Ctr. (5238 Miller Trunk Hwy)</li> <li>▶ Plumbers/Pipefitters Training Ctr. (4402 Airport Blvd, Duluth)</li> <li>▶ Sheet Metal Training Ctr. (6279 Industrial Rd, Saginaw)</li> <li>▶ Iron Workers Training Ctr. (3752 Midway Rd, Hermantown)</li> <li>▶ Electrician Training Program (Lake Superior College, Trinity Rd)</li> </ul> </li> <li>- Tours will feature information about occupations, wages, training requirements, application processes, and opportunities for participants to "try out" a few hands-on examples of job-specific tasks.</li> <li>- All attendees will be provided with packets including an apprenticeship application and a detailed overview of the process, pre-application requirements, tips for interviewing, the selection process and timeline, etc.</li> </ul>	<p><b>Outcome Measures</b> Tours completed at all sites by 12/31/18 Those submitting applications will do so prior to set deadlines Staff will provide coaching and support to those submitting applications Interviews and selection will occur in Period 3</p>		

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EXHIBIT D - Budget Narrative

Attachment 2: Budget City of Duluth Grant #8041400

Office Use Only	Cost Category	Total DEED Funds Requested				Total Matching Funds <sup>1</sup> (if applicable)	Total Project Funds
		Period 1 (Grant Start Date through 6/30/19)	Period 2 (Grant Start Date through 12/31/19)	Period 3 (Grant Start Date through 6/30/20)	Total DEED Funds		
833	Administrative Costs <sup>2</sup>	\$4,000	\$8,500	\$13,000	\$13,000	\$5,000 (including beverages)	\$18,000
885	Direct Services	\$12,500	\$24,500	\$37,000	\$37,000	\$16,000 (including beverages)	\$53,000
836	Direct Customer Training	\$17,500	\$28,000	\$68,229	\$68,229	\$16,415 (including beverages)	\$84,644
828	Support Services Costs	\$4,000	\$10,000	\$16,970	\$16,970	\$6,500 (including beverages)	\$23,470
830	Outreach	\$4,000	\$6,300	\$6,300	\$6,300	\$0	\$6,300
	<b>Total:</b>	<b>\$42,000</b>	<b>\$77,300</b>	<b>\$141,499</b>	<b>\$141,499</b>	<b>\$43,915</b>	<b>\$185,414</b>

- Administrative funds will be used for costs not associated with direct provision of services to program participants, including financial reporting, payment processing, grant administration and oversight.
- Direct Services include staff costs associated with providing direct services to participants including: Intake & Assessment, Case Management, Instruction/Workshops, Pre-Employment Services (Job Search), Post-Employment Services (Job Retention)
- Direct Customer Training includes funding for ABE: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 20 hours training instruction support, assessment, help with basic education skills - CARPENTRY & MACHINING; Lose Superior College: instructor costs, books/materials, equipment, computer lab - 45 students MACHINING; NCSACC: Instructor wages and benefits, curriculum, building materials and supplies for - 5 students CARPENTRY; OIT employer partners - MACHINING; Training Centers: Journey person wages and benefits, materials and supplies to lead/facilitate Experiential Tours with hands-on activities
- Support Services Costs include items/supports that are necessary for participation and success in program activities including, but not limited to: transportation, housing/rental assistance, health/medical costs, needs-based payments, and other expenditures in accordance with appropriate rules and regulations.
- Outreach includes \$1,300 for development of materials for Carpenters Preparatory Apprenticeship Program and Short Term Training in Machining and support for information sessions (i.e. childcare). Remaining \$5,000 is for development of Apprenticeship resources and tours - including costs of transporting a group of 12-15 women to each site.

<sup>1</sup> Matching funds are non-DEED funds (e.g. cash, in-kind contributions, or other state, federal, or private funds).  
<sup>2</sup> Administrative costs cannot exceed 30% of total funds requested.

**Women Economic Security Act (WESA)  
MN Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program  
ISD 709 - Adult Learning Center/Adult Basic Education (ABE)**

EXHIBIT E

Cost Category	TERM ONE (SFY 18) 03-31-18 through 06-30-19	TERM TWO (SFY 19) 07-01-18 through 06-30-19	TOTAL ABE
Subgrant Administration	\$0	\$0	\$0
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 20 hours training instruction support, assessment, help with basic education skills - <b>CARPENTRY</b>	\$1,039.50	\$1,039.50	\$2,079
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 35 hours training instruction support, assessment, help with basic education skills - <b>MACHINING</b>	\$2,250	\$2,250	\$4,500
Direct Services	\$0	\$0	\$0
Support Services	\$0	\$0	\$0
Outreach	\$0	\$0	\$0
<b>Total</b>	<b>\$3,290</b>	<b>\$3,290</b>	<b>\$6,579</b>

TERM ONE (SFY 18) - 03-31-18 through 06-30-19 - Cost Category	03-31-18 through 06-30-18	07-01-18 through 09-30-18	10-01-18 through 12-31-18	01-01-18 through 03-31-19	04-01-19 through 06-30-19
Subgrant Administration					\$0
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 20 hours training instruction support, assessment, help with basic education skills - <b>CARPENTRY</b>					\$1,039.50
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 35 hours training instruction support, assessment, help with basic education skills - <b>MACHINING</b>					\$2,250
Direct Services					\$0
Support Services					\$0
Outreach					\$0
<b>Total</b>					<b>\$3,290</b>

TERM TWO (SFY 19) - 07-01-18 through 06-30-19 - Cost Category	07-01-18 through 09-30-18	10-01-18 through 12-31-18	01-01-18 through 03-31-19	04-01-19 through 06-30-19
Subgrant Administration				\$0
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 20 hours training instruction support, assessment, help with basic education skills - <b>CARPENTRY</b>				\$1,039.50
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 35 hours training instruction support, assessment, help with basic education skills - <b>MACHINING</b>				\$2,250
Direct Services				\$0
Support Services				\$0
Outreach				\$0
<b>Total</b>				<b>\$3,290</b>



# City of Duluth

182

411 West First Street  
Duluth, Minnesota  
55802

## Certified Copy

Resolution: 18-0413R

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**File Number: 18-0413R**

RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A SUB-RECIPIENT FUNDING AGREEMENT WITH INDEPENDENT SCHOOL DISTRICT 709 ADULT BASIC EDUCATION FOR EMPLOYMENT AND TRAINING SERVICES FUNDED THROUGH THE STATE OF MINNESOTA'S WOMEN'S ECONOMIC SECURITY ACT, MINNESOTA WOMEN AND HIGH-WAGE, HIGH-DEMAND, NONTRADITIONAL JOBS GRANT PROGRAM IN THE AMOUNT OF \$6,579.

### CITY PROPOSAL

RESOLVED, that the proper city officials are authorized to enter into a sub-recipient funding agreement with Independent School District 709 Adult Basic Education in the amount of \$6,579, substantially in the form as the attached hereto for services to be conducted in accordance to the terms and conditions set by the Women's Economic Security Act, Minnesota Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program and master agreement between the city and state of Minnesota department of employment and economic development ("DEED"), funds to be paid from fund no. 268-031-6228-5441 (workforce development, grant division, miscellaneous workforce development grants, other services and charges).

This Resolution was adopted unanimously.

I, Chelsea Helmer, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 5/29/2018, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

  
\_\_\_\_\_  
Chelsea Helmer

  
\_\_\_\_\_  
Date Certified

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th Day of June, 2018, by and between INDEPENDENT SCHOOL DISTRICT #709, a public corporation, hereinafter called SCHOOL DISTRICT, and the LITTLE LEAGUE BASEBALL CENTRAL DISTRICT OF DULUTH, INC., a Minnesota nonprofit corporation, hereinafter referred to as the CORPORATION.

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

WHEREAS, the School District owns a tract of land in Blocks 25 and 26 of East Lawn Division; and

WHEREAS, the Corporation has developed a certain portion of such tract of land for conducting Little League Baseball activities under prior agreements with the School District and wishes to maintain such portion of such tract of land for the purpose of continuing to conduct Little League Baseball activities thereon,

NOW, THEREFORE, the School Board, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, and upon the terms and conditions set forth below, hereby grants to the Corporation for a period of five (5) years from the date first mentioned above, but not to the exclusion of the School District, for the purpose of conducting thereon Little League Baseball activities:

1. The Corporation may continue to develop and maintain two (2) baseball fields and other necessary facilities suitable for what is known as a Little League Baseball Field. In connection with this, the Corporation may make and maintain, but is not limited to, the following improvements and installations: two baseball diamonds, dugouts, bleachers, backstop fences, outfield and base line fences, flagpole, scoreboards, concession building and equipment building. The Corporation shall maintain such improvements, installations and facilities in a safe manner.
2. The Corporation may, during Little League baseball games only, operate a concession for the sale of pop, candy, popcorn, sandwiches and like articles.
3. The permission granted herein is not exclusive, and at those times during which the Corporation has not scheduled the use of the premises; said premises and facilities shall be open to the general public for recreational purposes. The Corporation shall have the right to coordinate the scheduled use of the premises.
4. During any period of construction or site development, the Corporation or its contractor shall carry Worker's Compensation Insurance as required by statute. Before any construction or site development begins, the Corporation shall submit for the approval of the School District a certificate of that insurance required herein which names ISD #709 as one of the parties insured, and which provides for fifteen (15) days written notice of cancellation to the School District.

5. It is the understanding and intention of the parties hereto that any benefits received by the School District under this agreement are rendered or given by the Corporation, its members, employees, agents, volunteers or tenants voluntarily and such parties are volunteers.
6. The Corporation shall defend, indemnify and save harmless the School District from any and all liens, claims, demands or expenses of any person or persons including the Corporation, its members, employees, agents, volunteers or tenants, whomsoever occasioned or caused by the contract, acts or omission of the Corporation, its members, employees, agents, volunteers, or tenants, or by reason of the use, development, operation, or maintenance of said premises by the Corporation under this agreement.
7. During the period of this agreement the Corporation agrees to maintain General Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) with respect to injury or death to a single person, in an amount not less than One Million Dollars (\$1,000,000) with respect to any one accident, and in an amount not less than One Million Dollars (\$1,000,000) with respect to any property damage. Certificates of said insurance shall be submitted to the School District annually for approval naming the School District as the Certificate Holder and as an additional insured on the policy. The policy must also include a provision that the School District will be notified in writing fifteen (15) days prior to cancellation.
8. Either party may terminate this agreement by sixty (60) days written notice. All notices and orders given to the Corporation may be served by mailing the same to the Corporation at its last known place of residence or business, or by delivering to it a copy thereof, or by leaving said notices and orders addressed to the Corporation at its place of business with any person then in charge of said premises.
9. The Corporation shall keep the premises free from paper, garbage, or debris, which is in any way connected with its activities.
10. The Corporation shall, in connection with any site development, building construction, use or maintenance of the premises, comply with all applicable ordinances and regulations of the City of Duluth.
11. A waiver by the School District or by the Corporation of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or any other term, covenant or condition herein contained.
12. The right of the Corporation to build, occupy, use and maintain the above described area and any buildings or structures located thereon shall continue only so long as each and all of the undertakings, provisions, covenants and conditions herein contained are on its part complied with strictly and promptly.

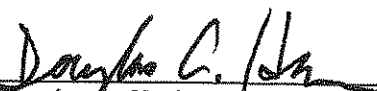


AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

LITTLE LEAGUE BASEBALL CENTRAL DISTRICT OF DULUTH

By:  6/8/2018  
Kyle Tomatch, President Date  
KYLE J. TOMATCH

INDEPENDENT SCHOOL DISTRICT #709

By:  06/13/2018  
Douglas A. Hasler, CFO Date

## School Nutrition Programs Agreement for Vended Meals Provided by a School Food Authority

School Year 2018-2019

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the "Vendor". An *Agreement for Vended Meals Provided by a School Food Authority* must be completed each school year that the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

### I. Purpose and Term

"School Food Authority" or "SFA" means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA's agreement with the Minnesota Department of Education (MDE).

"Vendor" means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA):

Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Sponsor Identification Number:

1000005760

and Vendor:

Duluth School District/ISD 709

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Sponsor Identification Number: 1000003456

authorizes that the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of: 09/04/2108 through 06/06/2109

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLICS Number (if known)
Harbor City International School	332 West Michigan Street, Duluth, MN 55802	1000005760

SFA will notify Vendor SFA with 5 days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

## II. Meal Requirements

A. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

- Lunches meeting National School Lunch Program requirements, \* 7 Code of Federal Regulations (CFR) 210.
- Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.
- Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.
- Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.
- Other (describe):

B. Vendor will provide meals to SFA in the following manner:

- Unitized meals.
- Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

- Eating Utensils.
- Condiments.
- Paper Items.

- Extra Milk.
- Transportation Containers.
- Other, describe:

### III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have *not* been reduced to reflect the value of SFA's USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V.

Breakfast \$

Snack \$

Lunch \$ 3.25

Meals (check one):  include milk  do not include milk

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

Adult Meals will be charged to the SFA at \$4.00

Vendor SFA will bill SFA as described (include frequency of billing):

A monthly billing with total meals sent/picked up will be mailed through the US Mail to the SFA.

NOTE: Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

### IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements.

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the *Special Diet Statement* for the student that is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which *Lactobacillus acidophilus* has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for *students who do not have a disability* but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$ \_\_\_\_\_ . SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$

- Other frequency
- At the end of the contract year.

## VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:

Harbor City will pick up meals at Denfeld High School.

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information:

D. Other:

Harbor City Staff will notify vendor of meals needed on a daily basis.

## VII. Recordkeeping and Availability of Records

A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.

B. Vendor and SFA agree that books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of

SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

### VIII. Health and Sanitation

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

### IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.

### X. Termination

Either party may terminate this contract for cause by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

### XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

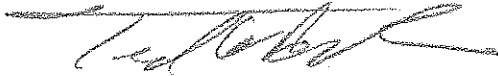
30 days termination notice in writing.

Signatures

SFA Name: Harbor City International School

Authorized Representative: *Ted W. Buck*

Title: *Co-Director*


Signature of Authorized Representative: 

Date: *5/31/2018*

Vendor Name: Duluth School District/ISD 709

Authorized Representative: *William Gronseth*

Title: *Superintendent*

Signature of Authorized Representative: 

Date: *6/25/18*



## **Facilities Management & Capital Project Status Report June 2018**

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

- In the past month the Facilities maintenance crews have completed 323 work orders, and are currently working on 724 open work orders.
- Facilities maintenance trade crews are currently scheduled at Ordean East Middle School.
- Estimates related to costs involved and evaluating options to further increase our school security are being worked on to allow us to be prepared for the grant applications for state funding to be available later this year.
- Efforts to eradicate rodents are occurring, and options are being discussed as the rodents are proving to be a challenge. This issue is consuming extensive time.
- The AutoCad Technician position has been re-posted.
- Annual EWF playground top off process has been completed.
- Facilities is working with Curriculum for installation of new auto lifts and several other FABLAB machines.
- The move of DW staff from the Barnes wing was completed and was a great success due to Dylan Carlson's excellent efforts.
- Nettleton was prepared for closing – both by preparing the site along with working with our attorney preparing sale documents.
- Our monthly meeting was conducted with MN Power to determine what additional items will qualify for CIP (conservation improvement projects) rebates.

### **Capital Construction:**

- The Lakewood roof project is almost done, with masonry work now occurring.
- Rockridge site work is almost complete. Bituminous will be installed in the next week depending on weather. With some contingency funds available we will be increasing the coverage of bituminous in the back parking lot.
- Efforts were undertaken by Facilities staff to re-write the 10 year plan based on new funding criteria established.
- OEMS gym work is further refined and will commence in July.

### **Building Operations**

- Operations will have their hands full filling positions this summer due to several anticipated retirements. Operations look to fill an Engineer IV position at Denfeld High School, an Engineer III position at Ordean East Middle School, and lastly an Engineer II position at Lester Park Elementary. Currently, Operations has one entry level Custodian II position open at Ordean East Middle School.
- Operations recently participated in an online auction of school furniture. Operations have been creating an inventory of classroom furniture over the last year at minimal cost. We have sent trucks as far down as the Twin Cities to obtain classroom furniture that had been donated or purchased. Recently, we were able to walk away with roughly \$5,000 worth of tables/desks/chairs for under \$75 at an online auction in North Branch.

## **Health, Safety & Environmental Management**

### **Environmental/Health/Safety**

- Lead in Water: The lead in water plan required by the state was completed and approved by the Board. The plan includes testing for lead in water at least every 5 years.
- The remaining semi-annual playground inspections were completed. Typical wear parts were found and replaced (swing chains, clevises, seats).
- Playground wood fiber was added to the playgrounds after the settling of wood fiber from the rubber mulch replacement. The playgrounds were then inspected and measured to ensure the appropriate depths for attenuation.
- Neutralization Tanks: One quote was received and another company was in this week to gather information for their quote. Once the quotes are all received a decision will be made to clean the tanks. This should be a routine maintenance item going forward.
- The outgoing science teacher at East conducted a chemical lab clean out and listed/sorted the old chemicals for recycling.
- The Integrated Pest Management (IPM) plan was revisited after the rodent concerns at Congdon Park. The plan dictates the use of pesticides onsite. Facilities will ensure the plan is up to date for next fall.
- Basket Ball hoop inspections were completed as required.

### **Emergency Response**

- The after school programs held an ERCM meeting with Kathy Hughes. The safety coordinator conducted a question answer session for issues and concerns for the security of the building and lockdown procedures. Follow up meetings will need to be held to ensure the safety of the children during non-school hours.
- A law enforcement meeting was held to gather feedback on the latest procedures for ERCM, in particular, lockdown procedure enhancements. The information will be utilized in rewriting the lockdown procedures for next school year.
- A conference call was held with Katie Kaufman, Jason Barsness, and Michelle Day-Millett from Anoka-Hennepin. AH has lockdown procedures that are very similar to procedures Duluth is looking into implementing and Michelle created a video to relay the updates to the procedures. The discussion consisted of the procedures and progression steps of the video.

### **Workers' Compensation Activities**

- OSHA Communications: An ankle injury led to an overnight hospital stay that required to be reported to OSHA. OSHA changed their report rulings in 2015 which requires any hospital stay immediately after an injury to be reported within 24 hours. This included a follow up investigation along with corrective measures reply to an OSHA representative. The injury and reply was also required to be posted at Myers-Wilkins for 15 days.
- OSHA logs were submitted electronically as required. The Federal OSHA does not require our industry to submit electronically unless requested, but MNOSHA didn't adopt that portion of the new rule so we are required to submit our OSHA logs electronically each year.
- A claims review was held with Marsh & McLennan Agency to ensure our reserves are as low as they can be on our open claims. This is done to help keep our rates down.
- OSHA Recordables for the month: 3 –Slip and falls inside the buildings.
- First report of injuries: 6

### 2013-2018 Annual Summary Comparison of Grant and Donation Dollars

