

## Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, August 18, 2015

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

### 1. Financial Report

#### A. Financial Report

June financials will be presented at a later date.

#### B. Approval of Payment of Claims

This item is attached as an "extra".

#### C. Budget Revisions

3

#### D. Wire Transfers

5

#### E. Investment Transactions

6

#### F. WADM Projections

WADM Projections will resume in October.

#### G. Fundraisers

7

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

#### A. Bids

#### B. R.F.P.s

#### C. Quotes

### 3. Policies and Regulations

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

#### A. Contracts

#### B. Change Orders

- 1) **PLACEHOLDER** – Change Orders related to the Long-range Facilities Plan or 10-year Capital Facilities Plan 2015 requiring board action

#### C. Leases

### 5. Resolutions

- A. B-8-15-3290 - Resolution Entering into a Joint Powers Agreement with MNSCU/Lake Superior College

8

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-15-3290.

- B. B-8-15-3291 - Resolution entering into a Joint Powers Agreement with the State of Minnesota/Department of Education

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Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-15-3291.

- C. B-8-15-3292 - Relating to the Election of School Board Members and Calling a Primary Election Thereon

25

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-15-3292.

D. B-8-15-3293 - Approval of Election Judges and Polling Sites 27

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-15-3293.

E. B-8-15-3296 - Authorizing an Amendment to the Purchase Agreement for the Sale of the Rockridge Elementary School and Morgan Park Middle School Property 29

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-15-3296 - Authorizing an Amendment to the Purchase Agreement for the Sale of the Rockridge Elementary School and Morgan Park Middle School Property.

F. PLACEHOLDER - Denfeld Area Greenhouse

G. PLACEHOLDER - Amendment to the 10-year Capital Facilities Plan 2015

H. PLACEHOLDER - Sale of Property

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

A. Expenditure Contracts 30

Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of July 2015

B. Revenue Contracts - None

C. Other Contracts - None

D. Facilities Management & Capital Project Status Report 66

E. Contracts Signed in Relation to the LRFP 76

F. Quarterly Grants and Donations April-June 77

**7. Future Items**

A. Discussion Regarding Community Use of Facilities

B. Updating Section 7000 Policies





**ISD #709 - Duluth Public Schools  
ACH & Wire Transfer Summary  
Period Ending 06/30/2015**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
06/05/2015	V106466	CITISTREET FOR MSRS	981,231.59
06/05/2015	V79764	DULUTH FEDERATION OF TEA	23,977.59
06/05/2015	V107231	DULUTH TEACHERS CREDIT	8,048.28
06/05/2015	V79711	DULUTH TEACHERS RETIRE EFT	274,925.19
06/05/2015	V106637	EBC - FLEX EFT	10,797.70
06/05/2015	V106636	EBC - TSA EFT	81,659.90
06/05/2015	V79771	EDUCATION MN CLERICAL	1,224.44
06/05/2015	V102915	FEDERAL 941 PR TAXES	656,954.59
06/05/2015	V108066	MG TRUST	87,712.64
06/05/2015	V05173	MN CHILD SUPPORT EFT	2,449.61
06/05/2015	V108320	MN DEPT OF REVENUE EFT	532.37
06/05/2015	V102916	MN STATE PR TAXES	110,369.89
06/05/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	101,836.80
06/05/2015	V79704	U S BANK - PY DIRECT DEPOSIT	1,683,534.67
06/19/2015	V106466	CITISTREET FOR MSRS	485,867.47
06/19/2015	V79764	DULUTH FEDERATION OF TEA	23,863.40
06/19/2015	V107231	DULUTH TEACHERS CREDIT	7,998.28
06/19/2015	V79711	DULUTH TEACHERS RETIRE EFT	275,254.28
06/19/2015	V106637	EBC - FLEX EFT	10,797.70
06/19/2015	V106636	EBC - TSA EFT	142,442.50
06/19/2015	V102915	FEDERAL 941 PR TAXES	631,216.81
06/19/2015	V108066	MG TRUST	86,208.51
06/19/2015	V05173	MN CHILD SUPPORT EFT	2,486.32
06/19/2015	V108320	MN DEPT OF REVENUE EFT	532.37
06/19/2015	V102916	MN STATE PR TAXES	105,954.03
06/19/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	96,407.80
06/19/2015	V79704	U S BANK - PY DIRECT DEPOSIT	1,650,287.85
06/30/2015	V06645	MEDICA HEALTH PLAN (EFT)	171,618.20
06/30/2015	V80030	DELTA DENTAL PLAN OF MN(EFT)	63,747.04
06/30/2015	V104923	HARRIS BANK	44,178.18
			7,824,116.00

**ISD 709 – Duluth Public Schools**  
**GF Investment Activity for FY 2015**  
**As of June 30, 2015 PRELIMINARY**

**Beginning Investment Balance (May 31, 2015):** \$ **5,101,780.00**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
06/03	MN Trust Term Series	PMA	07/28/15	0.09%	\$ 1,000,000.00
06/03	MN Trust Term Series	PMA	08/07/15	0.10%	1,000,000.00
06/03	Beal Bank, SSB (TX)	MBS	09/02/15	0.20%	249,000.00
06/30	Dubuque Bank & Trust (IA)	MBS	12/30/15	0.35%	249,000.00
06/30	Patriot National Bank (CT)	MBS	12/30/15	0.35%	249,000.00
06/30	Alpine Bank & Trust (IL)	MBS	11/30/15	0.25%	249,000.00

**Total Purchases \$ 2,996,000.00**

**Deduct Maturities/Calls/Sales:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
06/03	Mizrahi Tefahot Bank (CA)	MBS	05/26/15	0.15%	\$ 249,000.00
06/19	Apple Bank for Savings (NY)	MBS	06/19/15	0.20%	250,000.00
06/24	Bank of India (NY)	MBS	06/24/15	0.25%	249,000.00

**Total Maturities \$ 748,000.00**

**Other items:**

Add:	Money Market Funds Interest	\$	0.00
	Beginning Value Adjustment		0.00
	Other Interest/Cash Balance on Account		0.00
Deduct:	Transaction Fees/Other		949.46
	Market Value Adjustment		0.00

**Total Other \$ -949.46**

**Ending Investment Balance (June 30, 2015)** \$ **7,348,830.54**

Note: Ending Investment Balance as of June 30, 2014 was \$20,050,780.67



**RESOLUTION**

Authorizing a Joint Powers Agreement with the  
State of Minnesota/Minnesota State Colleges and Universities/Lake Superior College

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis  
County, State of Minnesota, that the Joint Powers Agreement between the State of  
Minnesota/Minnesota State Colleges and Universities/Lake Superior College and the ISD 709 Adult  
Basic Education Program attached hereto is hereby approved.

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

**STATE OF MINNESOTA**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**LAKE SUPERIOR COLLEGE**

**JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College (hereinafter "STATE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and Independent School District 709, 215 N. First Ave East, Duluth, Minnesota 55802 (hereinafter "CONTRACTOR"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed

- I. A. CONTRACTOR'S DUTIES. Independent School District 709's Adult Basic Education Program ("ABE") shall:

Provide supplemental/integrated instruction and instructional support for two sections of ENGL/READ 0950 each semester (fall and spring). ABE instruction for each section is six (6) hours per week.

Provide instruction for a basic math course (arithmetic/pre-algebra) intended for in-coming Lake Superior College (LSC) students whose placement test score places them below LSC's Algebra I course. ABE instruction for each section is four (4) hours per week.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week.

\* Compensate LSC with any funds that are received in support of the program during the 2015/2016 academic year.

ABE's staff will work with LSC's Safety Office to learn about emergency response protocol.

ABE will invoice at the end of each academic semester.

ABE will provide training to LSC's advisors relating to programming offered by ABE.

B. STATE'S DUTIES. STATE shall:

Provide ABE with funding up to an amount of Ninety Thousand dollars (\$90,000.00) for instructional staff during the 2015-2016 academic year. LSC will only pay for services rendered that are not reimbursed by Adult Basic Education funding.

Provide ABE a designated space on LSC's main campus, located in the vicinity of the LSC's Learning Center. The space will be furnished by LSC with standard classroom furniture and six (6) computers.

Provide ABE access to a computer lab with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide ABE clients free access to specified college resources including college library services and internet on the same basis as LSC employees or students. Users of IT resources must comply with LSC's policies.

Provide ABE staff classroom technology training .

II. CONSIDERATION AND TERMS OF PAYMENT.

Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the STATE within thirty (30) days of invoice.

B. Terms of Payment. Payments shall be made by the STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized representative pursuant to Clause VI. Invoices shall be submitted according to the following schedule:

December 18, 2015

May 20, 2016

III. CONDITIONS OF PAYMENT. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. TERM OF CONTRACT. This contract shall be effective on July 1, 2015, **or upon the date that the final required signature is obtained by the STATE, whichever occurs later**, and shall remain in effect until May 27, 2016, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CONTRACTOR is notified to begin work by the STATE'S Authorized Representative.

V. CANCELLATION. This contract may be canceled by the STATE or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

- VI. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this contract is **Hanna Erpestad**.
- VII. The CONTRACTOR'S Authorized Representative for the purposes of administration of this contract is **William Hanson**. The STATE'S Authorized Representative shall have final authority for acceptance of the CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.
- VII. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.
- VIII. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.
- IX. LIABILITY. The CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
- X. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XI. GOVERNMENT DATA PRACTICES ACT. The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released. DATA PRACTICES ACT. The CONTRACTOR shall comply with the Minnesota Data Practices Act as it applies to all data provided by the STATE in accordance with this contract and as it applies to all data created, gathered, generated or acquired in accordance with this contract.
- XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
- A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").
- B. The CONTRACTOR hereby assigns to the STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined

by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the CONTRACTOR, its employees and any subcontractors. The CONTRACTOR, its employees, and any subcontractors shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of the STATE'S authorized representative.

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR will indemnify and defend the STATE at the CONTRACTOR'S expense from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or the STATE'S opinion is likely to arise, the CONTRACTOR shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify the STATE as the sponsoring agency and shall not be released prior to receiving the approval of the STATE'S authorized representative.

XIV. OTHER PROVISIONS. None.

Remainder of page intentionally left blank.

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

**APPROVED:**

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**Lake Superior College**

By (authorized college initiating agreement)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE**

By (authorized college initiating agreement)
Title
Date

**3. CONTRACTOR (Governmental Entity):**

**Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.**

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

**4. AS TO FORM AND EXECUTION:**

By (authorized college initiating agreement)
Title
Date

**RESOLUTION**

Authorizing a Joint Powers Agreement with the  
State of Minnesota/Department of Education

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Joint Powers Agreement with the State of Minnesota/Department of Education for implementing evidenced based practices in the Early Childhood Special Education Programs attached hereto is hereby approved.

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its **Department of Education** ("State") and **Independent School District- Duluth Public School District #0709-01** ("Governmental Unit"). This is a Cohort 1 agreement. Cohort 1 is the name for the first round of MN school districts that have applied and been accepted into this program by the Department of Education.

Each Joint Powers Agreement falls into 2 categories that are categorized as either Part C or Part B depending on the child's age (see attachment A with the base rate, child count rates and, decelerating funding schedule determined during date of initial application). Attachment A is incorporated and attached into this agreement.

- Part C Innovation = Base + \$50.00 per child count (0-2) on December 1, 2014  
 Part B Innovation = Base + \$100.00 per child count (3-5) on December 1, 2014

### Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of:

Local education agencies (LEAs, which are also known as Minnesota school districts), the Governmental Units, who are implementing evidenced based practices in Early Childhood Special Education Programs in order to improve outcomes for eligible young children and their families and reduce the overall cost of service. Implementation with fidelity requires 5 years of training, coaching, data collection and systems interventions to ensure fidelity and full incorporation of evidenced based practices into the culture of the local program. This contract creates a five year decelerating financial agreement between the local education agency and the Minnesota Department of Education to approved ensure that funds for approved implementation expenses are available to the local early childhood program in order to build needed skills and capacity in local programs to ensure sustainability in of evidenced based practices long-term.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** Upon Execution, the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** June 30, 2020 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

Governmental Unit Responsibilities will include:

- Providing necessary staff to fill roles of the selected innovation. All innovation installation will require sufficient time dedicated for individuals to perform the duties of such roles
- Attend meeting or training necessary for beginning understanding and then ongoing expansion of skills with regard to the use of the selected innovation
- Developing and maintaining a local implantation team, with regular meeting frequency and membership
- Submit data on a monthly (or less frequent schedule as determined by the innovation) schedule for a 5 year period
- Submit invoices for allowable training and implementation expenses on a quarterly basis
- Upon request, share local data with MDE for implementation fidelity study and improvements

If Governmental Unit were to discontinue use of this innovation during any year of this five (5) year agreement, this Governmental Unit will be UNABLE to apply for additional innovation work for the NEXT five (5) years. If a Governmental Unit were discontinued from any Cohort project, the Governmental Unit will automatically be unenrolled in all Cohort projects that they may currently be enrolled in.

A Governmental Unit may apply for a different innovation in subsequent Cohort years if the program completed a new application, demonstrated all necessary readiness qualities, and was selected during the review process. An additional contract agreement would have to be established and put in place for a different 5 years of funding as established in this

agreement.

#### Department of Education Responsibilities

- Make training for selected professionals with regard to specific innovation regionally available at no cost to the Governmental Unit
- Provide skilled external coaching time to the program on the same decelerating rate as financial supports. Services will guide the Local implementation team and support the internal coach(es) of the program
- Provide data collection tools and schedule as appropriate
- Support the Governmental Unit programs with use of Active Implementation frameworks within their program

### 3 Payment

See Attachment B for 5 year budget breakdown which is attached and incorporated into this agreement. This attachment defines the decelerating financial supports that will be available for this innovation work within the Early Childhood Special Education program. This is based on the total funding allocated in year one of the contract.

Allowable expenses for practitioners who are being trained and expected to use the practices of this innovation include expenditures for mileage, meals, overnight hotel stays, substitution costs, required training materials, stipends for work on non-contract days (up to \$125.00 per day). When expenditures for mileage, meals, overnight hotel stays are being claimed, the Non-State Person's Expense Claim form, that is attached and incorporated into this agreement, must be completed and submitted with the quarterly invoice to MDE. Mileage must have start and end mileage recorded for each day traveled. When meals are being claimed, the work start and end time must be clearly listed for each day meals are being claimed.

Work of an internal coach is essential for the ongoing and successful use of the selected innovation. Funds may be used to support a portion of a professional position with release to conduct this work. Compensation would be provided to the district for a portion of the coaches' salary up to \$125.00 per day of work in this dedicated role of internal coach.

*Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Governmental Unit as a result of this Agreement will be reimbursed in the same manner and in no greater amount than provided in the current complete "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget that can be found at <http://mn.gov/mmb/employee-relations/labor-relations/Labor/commissioners-plan.jsp> which is incorporated in to this Agreement by reference. The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The school district (Governmental Unit) will invoice MDE for allowable expenses up to the established limit for each year on a quarterly basis.

Invoices will be submitted on a quarterly basis for each of the following months each calendar year for the duration of this agreement:

September – invoice due October 15th

December – invoice due January 15th

March – invoice due April 15th

June – invoice due July 15th

Expenses incurred beyond this maximum yearly amount become the fiscal responsibility of the school district.

If the total allocated amount for each year is not used to support this innovation at the program level, unspent portions will be forfeited to MDE for allocation to other applicants.

**Submit itemized invoices that document appropriate expenses via email to Accounts Payable and the Authorized Representative:**

MN Department of Education  
Accounts Payable Section  
[MDE.AccountsPayable@state.mn.us](mailto:MDE.AccountsPayable@state.mn.us)

And,

Michelle Dockter, Division of Special Education  
Authorized Representative: [michelle.dockter@state.mn.us](mailto:michelle.dockter@state.mn.us)

Total obligations by fiscal year, not to exceed amounts listed in Attachment C, that is attached and incorporated into this agreement.

The total obligation of the State under this agreement will not exceed \$70,800.00 for the five year period.

*Federal funds.* Payments under this contract will be made from federal funds obtained by the State through CFDA numbers 84.173A for Part B and 84.181A for Part C. The Governmental Unit is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements.

Federal grant recipients, sub-recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", October 1, 2009.

**4 Authorized Representatives**

The State's Authorized Representative or his/her successor is:

Michelle Dockter - Early Childhood Special Ed  
1500 Hwy 36 West  
Roseville MN, 55113  
Phone: 651.582.8347  
Email: [michelle.dockter@state.mn.us](mailto:michelle.dockter@state.mn.us)

The Governmental Unit's Authorized Representative or his/her successor is:

Name: William Gronseth  
Title: Superintendent of Schools  
Address: 215 N 1<sup>st</sup> Ave E.  
City/State/Zip: Duluth, MN 55802  
Phone: 218-336-8752  
Email: [William.gronseth@isd709.org](mailto:William.gronseth@isd709.org)

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

5.1 *Assignment.* The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 *Amendments.* Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3 *Waiver.* If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 *Contract Complete.* This agreement contains all negotiations and agreements between the State and the

Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 6 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

## 7 State and Federal Audits

**7.1 State Audit.** Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

**7.2 Federal Audit.** All state and local governments, colleges and universities, and non-profit organizations that expend \$500,000 or more of Federal awards in a fiscal year must have a single audit according to OMB Circular A-133. This is \$500,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

## 8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

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

## 9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 10 Termination

**10.1 Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**10.2 Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)**

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.*

Signed: Jennifer A. Bury  
Date: July 22, 2015

SWIFT Contract No. 96969 tied to Purchase Order #3000011516

**2. GOVERNMENTAL UNIT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

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

Distribution:  
Agency  
Governmental Unit  
State's Authorized Representative - Photo Copy

Minnesota Department of  
**Education**

**State of Minnesota Joint Powers Agreement: Attachment A**

Part C funds will be allocated to programs who are installing one of these CoE innovations  
 Family Guided Routines Based Interventions (FGRBI)  
 RP<sup>2</sup> Home visiting practices

Base funding will be calculated at the date of application. Rate will be determined by the Part C December 1, 2014 child count. This district 0-2 child count will be multiplied by \$50.00 and added to base for the total amount of support in the first year of this contract. This base rate will NOT be altered during the 5 years of the contract. This base rate will be provided on a decelerating rate as illustrated below:

Year of cohort work	Formula for funding
2015- 2016 (1)	Base rate (\$12,000) + Number of part C children on Dec 1, 2014 data x \$50. = Total
2016-2017	80% of Total in year one
2017-2018	60% of Total in year one
2018-2019	40% of Total in year one
2019-2020	20% of Total in year one

Part B funds will be allocated to programs who are installing one of these CoE innovations  
 Classroom Engagement Model (CEM)  
 The Pyramid Model  
 RP<sup>2</sup> Classroom based practices

Base funding will be calculated at the date of application. Rate will be determined by the Part B December 1, 2014 child count. This district 3-5 child count will be multiplied by \$100.00 and added to base for the total amount of support in the first year of this contract. This base rate will NOT be altered during the 5 years of the contract. This base rate will be provided on a decelerating rate as illustrated below:

Year of cohort work	Formula for funding
2015- 2016 (1)	Base rate (\$12,000) + Number of part B children on Dec 1, 2014 data x \$100. = Total
2016-2017	80% of Total in year one
2017-2018	60% of Total in year one
2018-2019	40% of Total in year one
2019-2020	20% of Total in year one

Year 1 Budget = 315,000  
 Available Funds = 315,000

Year 2 Budget = 315,000  
 Available Funds = 315,000

Year 3 Budget = 315,000  
 Available Funds = 315,000

Year 4 Budget = 315,000  
 Available Funds = 315,000

Year 5 Budget = 315,000  
 Available Funds = 315,000

Part C schools	School	Chief Count	Rate	Per Pupil	Total	Per Pupil	Total
Part C schools	Colbert 1	10	21,000	2,100	210,000	2,100	210,000
	Colbert 2	10	21,000	2,100	210,000	2,100	210,000
	Colbert 3	10	21,000	2,100	210,000	2,100	210,000
	Colbert 4	10	21,000	2,100	210,000	2,100	210,000
	Colbert 5	10	21,000	2,100	210,000	2,100	210,000
TOTALS		50	105,000	2,100	1,050,000	2,100	1,050,000

Part C schools	School	Chief Count	Rate	Per Pupil	Total	Per Pupil	Total
Part C schools	Colbert 1	10	21,000	2,100	210,000	2,100	210,000
	Colbert 2	10	21,000	2,100	210,000	2,100	210,000
	Colbert 3	10	21,000	2,100	210,000	2,100	210,000
	Colbert 4	10	21,000	2,100	210,000	2,100	210,000
	Colbert 5	10	21,000	2,100	210,000	2,100	210,000
TOTALS		50	105,000	2,100	1,050,000	2,100	1,050,000

Part C schools	School	Chief Count	Rate	Per Pupil	Total	Per Pupil	Total
Part C schools	Colbert 1	10	21,000	2,100	210,000	2,100	210,000
	Colbert 2	10	21,000	2,100	210,000	2,100	210,000
	Colbert 3	10	21,000	2,100	210,000	2,100	210,000
	Colbert 4	10	21,000	2,100	210,000	2,100	210,000
	Colbert 5	10	21,000	2,100	210,000	2,100	210,000
TOTALS		50	105,000	2,100	1,050,000	2,100	1,050,000

Part C schools	School	Chief Count	Rate	Per Pupil	Total	Per Pupil	Total
Part C schools	Colbert 1	10	21,000	2,100	210,000	2,100	210,000
	Colbert 2	10	21,000	2,100	210,000	2,100	210,000
	Colbert 3	10	21,000	2,100	210,000	2,100	210,000
	Colbert 4	10	21,000	2,100	210,000	2,100	210,000
	Colbert 5	10	21,000	2,100	210,000	2,100	210,000
TOTALS		50	105,000	2,100	1,050,000	2,100	1,050,000

Part C schools	School	Chief Count	Rate	Per Pupil	Total	Per Pupil	Total
Part C schools	Colbert 1	10	21,000	2,100	210,000	2,100	210,000
	Colbert 2	10	21,000	2,100	210,000	2,100	210,000
	Colbert 3	10	21,000	2,100	210,000	2,100	210,000
	Colbert 4	10	21,000	2,100	210,000	2,100	210,000
	Colbert 5	10	21,000	2,100	210,000	2,100	210,000
TOTALS		50	105,000	2,100	1,050,000	2,100	1,050,000

**NON-STATE PERSON'S EXPENSE CLAIM**

→ *Type or print all entries - See instructions on reverse*

ACCOUNTS PAYABLE USE ONLY	
Voucher Number	Date Entered
	Initials

1. Name (First, M.I., Last) \_\_\_\_\_

2. Home Address, City, State, Zip Code \_\_\_\_\_

3. Telephone Number ( ) - \_\_\_\_\_

4. SWIFT Vendor Number NA \_\_\_\_\_

5. Normal Work location: Name, Address, City, State, Zip Code: \_\_\_\_\_

6. E-mail address name.name@xxx.xxx \_\_\_\_\_

7. MDE Department Representative: \_\_\_\_\_

8. Name of workshop, meeting, conference. \_\_\_\_\_

9. DATE OF EXPENSE	10. MILEAGE TRAVELED		11. MEALS				12. OTHER EXPENSES (Receipts for Lodging, Registration Fee, Parking, etc. MUST Be Attached)	
	FROM (Address/City)	TO (Address/City)	TRIP MILES	B	L	D	COST	DESCRIPTION
				\$	\$	\$	\$	
<b>13. SUMMARY TOTALS</b>				\$	\$	\$	\$	

**FOR DEPARTMENT REPRESENTATIVE**

MDE Purchase Order Number: \_\_\_\_\_ Record PO No. from Joint Powers Agreement  
Date MDE Received Invoice (From Vendor): \_\_\_\_\_  
Is this expense claim for an event which occurred within the past 60 days? Y or N  
Is this the final or partial payment for purchase order? Partial or Final  
Department Representative Division: \_\_\_\_\_

I hereby certify that all services in connection with the expenses claimed have been performed in accordance with specifications and recommend payment of this claim.

Department Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

14. MILEAGE

TRIP MILES \_\_\_\_\_ X

RATE PER MILE\* = \$ \_\_\_\_\_

Cents

MEALS \$ \_\_\_\_\_

OTHER EXPENSE \$ \_\_\_\_\_

15. TOTAL DUE \$ \_\_\_\_\_

\*The Department Representative will inform you of the current MILEAGE RATE to use.

I hereby certify that the expenses claimed above are actual, correct, and that no other payment has been received nor will be claimed for same expenses. Additionally, per IRS language, any expenses not submitted within a reasonable amount of time (60 days) from the date they are incurred, are considered taxable income and need to be reported. See IRS Publication 15 (Circular E).

16. Claimant's Signature \_\_\_\_\_ Date \_\_\_\_\_

# NON-STATE PERSON'S EXPENSE CLAIM (ED-00792)

23

## INSTRUCTIONS FOR COMPLETION

The **NON-STATE PERSON EXPENSE CLAIM** is used to reimburse persons who are not Department employees for expenses they have incurred in working for the Department under the direction of a Department staff member (**Department Representative**). Reimbursement expenses are automobile mileage, meals, lodging, registration fees and other expenses claimable by Department employees. These expense reimbursements are governed by terms of the Commissioner's Plan prepared by the Department of Employee Relations.

Non-state persons may not be reimbursed for meals and lodging within a 35 mile radius of their normal office unless the Department Representative has obtained a prior Special Expense authorization (ED-01637), which must be attached to the submitted claim.

**Expense report should be submitted to MDE quarterly with invoice to ensure prompt and proper payment.**

Please type or print legibly. Missing information will delay processing of reimbursement. **Attach receipts as specified below. Photocopies of receipts are not acceptable.** If originals have been lost or destroyed, (except for lodging – a duplicate invoice must be requested from the hotel), an affidavit may be obtained from the Department Representative to be completed and attached to this claim.

Specific instructions for other items are as follows:

### ITEM    ENTRY

1. Enter the name of the Department Representative who engaged your services.
2. Enter the name of the workshop, meeting, conference, etc. that you attended.
3. Enter month, date and year this expense was incurred.
4. **Mileage Traveled:** for computing travel, enter FROM and TO locations (city-to-city if different, street addresses if within the same city). If more than one location involved in the trip, enter FROM and TO locations for each stop and mileage between each location. (**NOTE: MAPQUEST can be used to determine trip miles.**)
5. **Meals:** Enter cost(s) of breakfast, lunch and/or dinner (including tax and tip). Information on maximum reimbursement rates will be provided by the Department Representative. You cannot be reimbursed for others meals or alcoholic beverages.
6. **Other Expenses:** Use this section to record the following expenses: Lodging; air, rail or bus fare; registration fee; taxi expense; and parking fees. Give cost and description of each. **Receipts must be attached for all items with the exception of telephone calls and parking paid at meters.**
  - Lodging: Enter the amount paid for hotel, motel, or other accommodations including tax.
  - Air, rail or bus fare: Enter cost of fares (including tax) for approved travel.
  - Registration fee: Enter registration fee paid for an approved conference.
  - Taxi and parking: Enter taxi or limousine expense paid for transportation. For parking, enter expenses paid for parking, indicate meter parking
  - Telephone calls: Information on maximum reimbursement rates will be provided by the Department Representative.
7. **SUMMARY TOTALS:** Enter totals for **TRIP MILES, MEALS** and **OTHER EXPENSES (#10, 11 & 12).**
8. Calculate mileage expense after obtaining current rate from Department Representative.
9. **TOTAL DUE:** Add **SUMMARY TOTALS** for **MEALS** and **OTHER EXPENSES** to total mileage amount.
10. Certify claim by signing and dating. Deliver (with receipts attached) to the Department Representative who will process them for your reimbursement.

ATTACHMENT C

Part C funds through Joint Powers with District programs						
School/Cohort 1	2015-16 (1)	2016-17 (2)	2017-18 (3)	2018-19 (4)	2019-20 (5)	TOTAL
Virginia	\$12,600.00	\$10,980.00	\$7,560.00	\$5,940.00	\$2,520.00	\$37,600.00
River Bend	\$14,000.00	\$11,200.00	\$8,400.00	\$5,600.00	\$2,800.00	\$42,000.00
Owatonna	\$13,450.00	\$10,760.00	\$8,070.00	\$5,380.00	\$2,690.00	\$40,350.00
Minnetonka	\$13,300.00	\$10,640.00	\$7,980.00	\$5,320.00	\$2,660.00	\$39,900.00
	<b>\$53,350.00</b>	<b>\$42,680.00</b>	<b>\$32,010.00</b>	<b>\$21,340.00</b>	<b>\$10,670.00</b>	<b>\$160,050.00</b>
Richfield	\$11,320.00	\$9,490.00	\$5,660.00	\$7,830.00	\$0.00	\$28,300.00
Zumbro Ed	\$11,280.00	\$9,460.00	\$5,640.00	\$7,820.00	\$0.00	\$28,200.00
Moorhead	\$13,360.00	\$10,020.00	\$6,680.00	\$5,340.00	\$0.00	\$33,400.00
Mankato	\$12,760.00	\$9,570.00	\$6,380.00	\$3,190.00	\$0.00	\$31,900.00
	<b>\$48,720.00</b>	<b>\$36,540.00</b>	<b>\$24,360.00</b>	<b>\$17,180.00</b>	<b>\$0.00</b>	<b>\$121,800.00</b>
Year total Part C	\$102,070.00	\$79,220.00	\$56,370.00	\$33,520.00	\$10,670.00	\$281,850.00

Part B funds through Joint Powers with District programs						
School/Cohort 1	2015-16 (1)	2016-17 (2)	2017-18 (3)	2018-19 (4)	2019-20 (5)	TOTAL
Duluth	\$23,600.00	\$18,880.00	\$14,160.00	\$9,440.00	\$4,720.00	\$70,800.00
South Wash	\$40,300.00	\$32,240.00	\$24,180.00	\$16,120.00	\$8,060.00	\$120,900.00
Westonka	\$15,500.00	\$12,400.00	\$9,300.00	\$6,200.00	\$3,100.00	\$46,500.00
N St. Paul	\$26,800.00	\$21,440.00	\$16,080.00	\$10,720.00	\$5,360.00	\$80,400.00
Eastern CC	\$21,500.00	\$17,200.00	\$12,900.00	\$8,600.00	\$4,300.00	\$64,500.00
Marshall	\$15,800.00	\$12,640.00	\$9,480.00	\$6,320.00	\$3,160.00	\$47,400.00
	<b>\$143,500.00</b>	<b>\$114,800.00</b>	<b>\$86,100.00</b>	<b>\$57,400.00</b>	<b>\$28,700.00</b>	<b>\$430,500.00</b>
Rochester	\$22,240.00	\$24,180.00	\$16,120.00	\$8,060.00	\$0.00	\$68,600.00
Elk River	\$24,480.00	\$18,360.00	\$12,240.00	\$6,120.00	\$0.00	\$61,200.00
St. Francis	\$17,280.00	\$12,960.00	\$8,640.00	\$4,320.00	\$0.00	\$43,200.00
Deer River	\$11,600.00	\$8,700.00	\$5,800.00	\$2,900.00	\$0.00	\$29,000.00
	<b>\$85,600.00</b>	<b>\$64,200.00</b>	<b>\$42,800.00</b>	<b>\$21,400.00</b>	<b>\$0.00</b>	<b>\$214,000.00</b>
Year total Part B	\$229,100.00	\$179,000.00	\$128,900.00	\$78,800.00	\$28,700.00	\$644,500.00

**RESOLUTION**

**Relating to the Election of School Board Members and Calling a Primary Election Thereon**

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

1. It is necessary to elect three (3) school board members at the 2015 general election as follows:

At-Large – one (1) seat  
 District #2 – one (1) seat  
 District #3 – one (1) seat

If more than two candidates for a specified school board position or more than twice as many candidates as there are at-large school board positions available file affidavits of candidacy, Minnesota Statutes, Section 205A.03 requires that nominees must be chosen at a primary election. If a primary election is so required, the clerk shall include the names of the individuals who file affidavits of candidacy during the filing period on the primary election ballot as though they had been included by name in this resolution.

2. The primary election is hereby called and directed to be held on Tuesday, the 15th day of September, 2015, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.
3. The clerk is hereby authorized and directed to cause written notice of said primary election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least fifty-three (53) days before the date of said elections. The notice shall specify the date of said primary election and the question or questions to be voted on at said primary election.

The clerk is hereby authorized and directed to cause notice of said primary election to be posted at the administrative offices of the school district at least ten (10) days before the date of said primary election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said primary election and to cause a sample ballot to be posted in each polling place or combined polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates, and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said primary election to be published in the official newspaper of the district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of the election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this general election and generally to cooperate with election authorities conducting other elections on that date.

The clerk is further authorized and directed to cooperate with the proper city officials to cause ballots to be prepared for use at said election.

**RESOLUTION****Approval of Election Judges and Polling Sites**

BE IT RESOLVED, by the School Board of Independent School District No. 709, Duluth, Minnesota, County of St. Louis, that the following persons are hereby appointed as election judges for the primary election to be held September 15, 2015 and the general election of the School District to be held November 3, 2015 to act as such at the respective polling places listed and designated by the School Board in this Resolution, and if any person who is named on the list as a judge is unable to serve, the Clerk is empowered to substitute the name of a qualified legal voter for the one who is unable to serve.

**Township Precincts****Election Judges**

Town of Gnesen (including unorg. #2)  
Gnesen Town Hall

Lottie Haller  
Kathy Johnson  
Janis Carlson  
Sharon Carlson

Town of Lakewood  
Lakewood Town Hall  
3110 Strand Road  
(4 of these certified election  
judges will be chosen)

Gene Bromenshenkel  
Ellen Hanson  
Jason Aronson  
Diane Narum  
Tom Bacig  
Amy Bishop

Jan Simpson  
Kim Luoto  
John Susnik  
Blanche Wilcox  
Andy Wiemann

Town of Normanna  
Normanna Town Hall  
6472 French River Road

Ellen Hanson  
Kim Hileman  
Lone Cooke  
Leslie Peterson  
Chris Brown

Vivian Hanson  
Paul Hanson  
Eileen Asperheim  
Susan Baker  
Clark Peterson

Town of North Star (including unorg. #23)  
North Star Town Hall  
7700 Pequaywan Lake Road

Ray Barnes  
Linda Britton  
Susan Forbragd  
Linda Britton

Town of Rice Lake  
Rice Lake Town Hall  
4107 West Beyer Road

Kathy Meyer  
Martha Wirta  
Margaret Kolo  
Patricia Isaacson  
Patricia Altonen  
Claudia Christenson  
Sheila Autio  
Kathy Kilby  
Toni Blomdahl

Kathleen Thompson  
Bob Whitmeyer  
Susan Daily  
Marie Paulson  
Adele Hartwick  
Joan Jauss  
Janet Stanaway  
Renee Lamoureux

BE IT FURTHER RESOLVED, that the polling places and judges designated by the City Council of the City of Duluth, copies of which are attached hereto, are hereby adopted and appointed as polling places and judges for the School District election precincts within the City of Duluth with the exception of Precinct 31 which lies within the Proctor School District.

## POLLING PLACE LIST

POLLING PLACE	ADDRESS
1. St. Michael's Catholic Church (lower level)	4901 East Superior Street
2. Lakeside Presbyterian Church (lower level)	4430 McCulloch Street
3. Lutheran Church of the Good Shepherd (lower level)	1325 North 45th Avenue East
4. Faith Lutheran Church (lower level)	1814 North 51st Avenue East
5. Lakeview Covenant Church (lower level)	1001 Jean Duluth Road
6. Woodland Community Club	3211 Allendale Avenue
7. Glen Avon Presbyterian Church (lower level)	2105 Woodland Avenue
8. Duluth Congregational Church (lower level)	3833 East Superior Street
9. Pilgrim Congregational Church (lower level)	2310 East Fourth Street
10. U.M.D. Kirby Student Center	1120 Kirby Drive
*11. Vineyard Christian Fellowship (auditorium)	1533 West Arrowhead Road
12. Temple Israel	1602 East Second Street
13. Mt. Olive Lutheran Church (lower level)	2010 East Superior Street
*14. First Lutheran Church (lower level)	1100 East Superior Street
15. Peace Church (Tenth Avenue entrance)	1015 East 11th Street
16. First United Methodist Church (Lakeview social hall)	230 East Skyline Parkway
17. Rainbow Senior Center (auditorium)	211 North Third Avenue East
18. Lafayette Square (upper level)	3026 Minnesota Avenue
19. Duluth Public Library (Green Room)	520 West Superior Street
20. Duluth Gospel Tabernacle Church (lower level west)	1515 West Superior Street
21. Lincoln Park Senior Center (lower level)	2014 West Third Street
*22. Shepherd of the Hills Lutheran Church (fellowship hall)	802 Maple Grove Road
23. Duluth Heights Community Club	33 West Mulberry Street
24. Christ Lutheran Church (rear lower level entrance)	2415 Ensign Street
25. St. Lawrence Church	2410 Morris Thomas Road
26. Holy Family Catholic Church	2430 West Third Street
27. Harrison Community Club	3002 West Third Street
28. City Center West	5830 Grand Avenue
29. Faith Haven (recreation room)	4901 Grand Avenue
30. Elim Lutheran Church (social hall)	6101 Cody Street
<del>31. Bayview Heights School (gym) Proctor District</del>	<del>8702 Vinland Street</del>
32. Asbury United Methodist Church (lower level)	6822 Grand Avenue
33. Goodfellowship Community Center (warming area)	1242-88th Avenue West
34. Stowe School (Room 27)	715-101st Avenue West
	*New location

The following polling places have been designated as that part of Independent School District #709 lying outside the corporate limits of the City of Duluth for School Board elections only:

<u>POLLING PLACE</u>	<u>ADDRESS</u>
Town of Gnesen (including Unorg. #2)	Gnesen Town Hall 4011 West Pioneer Road
Town of Lakewood	Lakewood Town Hall 3110 Strand Road
Town of Normanna	Normanna Town Hall 6472 French River Road
Town of North Star (including Unorg #23)	North Star Town Hall 7700 Pequaywan Lake Road
Town of Rice Lake	Rice Lake Town Hall 4107 W. Beyer Road

## RESOLUTION

### Authorizing an Amendment to the Purchase Agreement for the Sale of the Rockridge Elementary School and Morgan Park Middle School Property

WHEREAS, the School Board by Resolution B-4-15-3260 authorized the sale and execution of a purchase agreement for the Rockridge Elementary School and Morgan Park Middle School property; and

WHEREAS, the Purchase Agreement for these properties was fully executed in April 2015; and

WHEREAS, the Purchase Agreement was amended on June 23, 2015 by Resolution #B-6-15-3280 extending the closing date to July 31, 2015; and

WHEREAS, School Board approved a second amendment to the purchase agreement, #B-7-15-3289 removing the Rockridge Property from the agreement and proceeding with the purchase of the Morgan Park Property; and

WHEREAS, the County Recorder has requested a full legal description be included in the Board's Resolution for purposes of recording the transfer of title.

NOW, THEREFORE, BE IT RESOLVED the School Board of ISD 709, Duluth Minnesota hereby describes the property it has authorized to be sold as follows:

That certain tract or parcel of land situate in Section 35, in Township 49 North, of Range 15 West of the Fourth Principal Meridian, described as follows, to-wit:

Beginning at a point on the North and South one-sixteenth line of the NW $\frac{1}{4}$  of Section 35, in Township 49 North, of Range 15 West of the Fourth Principal Meridian, said one-sixteenth line taken in this description as running due north, such point being 1306.18 feet Southerly from the Northeast corner of the NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of said Section 35, thence along a line bearing North 78 degrees 45 minutes West a distance of 457.80 feet to a point, thence due South a distance of 866.28 feet to a point; thence along a line bearing North 78 degrees 45 minutes East a distance of 559.48 feet to a point, thence in a Northeasterly direction along the circumference of a circle whose center lies outside the premises herein described, and whose radius is 75 feet, a distance of 59.48 feet to a point, such point lying 33.27 feet Easterly and 47.43 feet Northerly from the last mentioned point, thence in a due Northerly direction a distance of 553.12 feet to a point, thence in a Northwesterly direction along the circumference of a circle whose center lies outside the premises herein described and whose radius is 75 feet, a distance of 59.48 feet to a point, such point lying 33.27 feet Westerly and 47.43 feet Northerly from the last mentioned point, thence along a line bearing North 78 degrees 45 minutes West a distance of 101.68 feet to the place of beginning.

Also known as Block 13, Morgan Park of Duluth

Expenditure Contracts Signed – July 2015

For your information, the Superintendent or the Director of Business Services has signed the following contracts, during the month of July 2015:

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
City of Duluth – Wade Stadium	\$1,417.50	General	Lease Wade Stadium
Lake Superior College	13,500.00	General	College in the Schools
Mary Lou Tarvers	5,000.00	General	Teacher Mentor Program
BAYADA Home Health Care, Inc.	1,200.00	Spec Serv	Student IEP Services
Halderman-Homme, Inc.	1,800.00	Facilities	Bleacher Maintenance at East and Lincoln
Johnson Controls, Inc (JCI)	9,249.18	Facilities	P2000 Software Subscription (3 yrs)
Lipe Brothers Construction, Inc.	1,729.00	Facilities	Loading Dock Leveler at Ordean

**NON-EXCLUSIVE  
USE AGREEMENT**

THIS AGREEMENT, by and between the **City of Duluth**, a municipal corporation under the laws of the State of Minnesota, hereinafter known as the **City** and **ISD 709 - Denfeld**, hereinafter referred to as **User Group**.

WHEREAS, City is the owner of a baseball stadium facility located generally at 34<sup>th</sup> Avenue West and Second Street in Duluth, Minnesota commonly known as **Wade Stadium** which includes a walled baseball field, dugouts, bullpens, parking and a grandstand which contains public seating and washrooms and ticketing facilities shown on Exhibit A attached hereto and made a part hereof, all of which is hereinafter referred to as the **Stadium**; and

WHEREAS, User Group desires to use the Stadium for its baseball program; and

WHEREAS, it is the desire of the City to coordinate and allow the cooperative use of the Stadium by as many groups as possible.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, City does hereby grant to User Group the non-exclusive rights to use the Stadium and the facilities subject to the terms and conditions hereinafter set forth:

1. **ADMINISTRATION:** For purposes of administering this Agreement, the City shall act through its Manager of Parks and Recreation or designee (the "Manager"). User Group shall act through Athletic Director or designee.
2. **GRANT OF RIGHTS:** Subject to the terms and conditions of this Agreement, City hereby grants to User Group during the right to use the Stadium and facilities described herein along with one (1) stationary batting cage, one (1) portable batting cage and automatic scoreboard and public address sound system, collectively the **Equipment**, for the playing of baseball and other activities connected with baseball. The use of the Stadium shall not include access to or the use of concession areas in the Stadium's grandstand area nor the locker rooms. User Group accepts that City grants the use of the Stadium without warranty of any kind, express or implied, of its fitness for User Group's use or suitability for a particular purpose and User Group accepts the premises **as is**.
3. **USE OF STADIUM**
  - a. No later than February 1, User Group shall provide to the Manager of the City's Parks and Recreation division or his or her designee ("Manager") its proposed use schedule of the Stadium and field facilities for games and practices during the upcoming season. No later than March 1, the Manager shall furnish to User Group an anticipated schedule for the dates and times when User Group will be allowed to use the Stadium or field facilities ("User Group Schedule"). A copy of User Group Schedule is attached to this Agreement as Exhibit B. The Manager may modify the schedule as he or she deems appropriate or necessary including reducing or increasing the times or dates when User Group will be entitled to use the Stadium, the field facilities or both. In addition, User Group agrees to work with the other user groups to coordinate, when possible, to ensure optimum use of the Stadium, the field facilities or both.
  - b. The Manager shall have control of the scheduling of various users of the Stadium and the field facilities and User Group agrees that it will use the Stadium or the field facilities or both only in conformance with the schedule for the use thereof approved by the Manager.
  - c. User Group agrees that it will provide supervision of its program participants and spectators by an adult User Group representative competently trained as appropriate for the activity.

- d. User Group is authorized to use the existing automatic scoreboard and public address sound system at the Stadium during times immediately before, during and after baseball games played by User Group at the Stadium. Prior to any use of said Equipment, User Group shall provide to the Manager the names of persons it intends to operate the scoreboard and sound system for his or her approval together with evidence of their qualifications to properly operate it. User Group shall allow only persons who have been previously approved in writing by the Manager to operate the scoreboard and sound system. User Group shall be responsible for turning off the scoreboard and sound system used by it after each use, for returning to its proper place of storage and for securing it.
- e. All Equipment used by User Group shall be used in accordance with its design and intended use and shall be responsible for any damage occurring during User Group's use.
- f. User Group shall comply with the Usage Guidelines attached to this Agreement as Exhibit C. City reserves the right to modify the Usage Guidelines in writing from time to time and will provide User Group with the modified Usage Guidelines which shall be binding upon User Group. User Group shall provide its game opponent with a copy of the Usage Guidelines and shall use best efforts to ensure its opponent's compliance. User Group shall be responsible for any damage caused by or resulting from the opposing team.
- g. User Group specifically agrees that, in its use of the playing field and related areas, it will follow best practices to appropriately utilize said facilities and in particular will use its best efforts to minimize or eliminate to the extent practical any damage to the field and related areas.
- h. User Group shall insure that the Stadium is kept clean and in an orderly condition and that all paper, garbage, and other debris has been picked up and is deposited in the appropriate receptacles.
- i. User Group shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of City or any User Group participants or invitees occurring within the premises during its use of the facilities. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit D.
4. **Usage Fee.** A copy of the City's current Fee Schedule is attached as Exhibit E. User Group will pay the City the total use fee of \$1,417.50 as outlined on Exhibit B (the "Usage Fee"). User Group will pay the Usage Fee in full on or before April \_\_\_\_, 2015, rental payments shall be deposited in Fund 210, Agency 030, Organization 3190, Revenue Source 4625-04; such rental payments shall be due absolutely without right of set-off or any other reduction for any reason whatsoever. User Group agrees to pay interest at a rate of 1.5% per month (18% per annum), on all past due balances due to the City. User Group agrees to pay any collection costs, including but not limited to court costs, collection fees, and attorneys' fees.
5. **TERM AND TERMINATION**
- a. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on April 1, 2015 and expire on June 30, 2015 unless sooner terminated as provided for herein.
- b. This Agreement may be terminated by either party, and with or without cause, by serving thirty (30) days written notice of such termination upon the other. In addition, should User Group be in violation of any of the material terms and conditions of this Agreement and such violation be determined by the Manager, in the exercise of his or her discretion, to represent a material hazard to the Stadium or field facilities or to users thereof, the Manager may terminate this Agreement on such notice as he or she shall deem reasonable under the circumstances; in case of such termination, the notice of termination shall set forth in explicit terms the nature of the violation and the reason or reasons justifying such earlier termination.

6. **Indemnity and Insurance**

a. **Indemnification.** User Group agrees to indemnify, save harmless, and defend the City and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or User Group, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of User Group, arising out of, related to or associated with the User Group's use of the Stadium or field facilities or performance of its obligations under this Agreement. User Group will indemnify the City for any damage to any City property on the premises caused by User Group, its agents, employees, or invitees.

b. **Insurance.** User Group shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.

- i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- ii. Comprehensive General Liability Insurance in an amount not less than \$1,500,000 Single Limit. Such coverage shall include all User Group's activities occurring on or within the premises whether said activities are performed by employees, agents or invitees.
- iii. The City shall be named as Additional Insured under the Comprehensive General Liability policy. User Group shall provide Certificates of Insurance evidencing the required coverages. The certificates of insurance provided shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office. Certificates shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- iv. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect User Group, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by User Group, its employees, agents, invitees and representatives in the negligent performance of its activities covered by this Agreement.

c. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the User Group's interests and liabilities. City officials are granted the authority to refuse to execute this Agreement upon default by User Group of the requirements of this paragraph.

7. **General Terms and Conditions:**

a. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners, joint venture or joint enterprise between the parties hereto or of constituting User Group as an agent, representative, employee, or independent contractor of the City for any purpose or in any manner whatsoever and any such claimed status is expressly waived by User Group. User Group's employees shall not be

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

b. User Group agrees that it will obey all laws, rules, and regulations applicable to its use of or occupancy of the Stadium and to use its best efforts to insure that its players, coaches, employees and invitees so conform to such requirements. In addition, User Group agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

c. User Group agrees that it will not sublet the demised premises, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to become transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part.

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

City of Duluth  
Parks and Recreation Division  
Attention: Manager  
411 W. 1<sup>st</sup> Street  
Duluth, MN 55802

ISD 709 –Denfeld High School  
Attn: Athletic Director  
4405 W 4th St  
Duluth, MN 55807

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

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

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

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

i. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties or stipulations, either oral or written, not herein contained. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and

approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto.

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

**CITY OF DULUTH**

**USER GROUP:  
ISD 709**

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

By: WCHanson  
Its: CFO  
Printed Name Bill HANSON

ATTEST:

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

By \_\_\_\_\_  
Its: Athletic Director  
Printed Name \_\_\_\_\_

Approved as to form:

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

By \_\_\_\_\_  
Its: Board Member  
Printed Name \_\_\_\_\_

Countersigned:

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

Exhibit A  
Map of the Stadium

Exhibit B  
User Group Schedule & Fees

**Denfeld Baseball at Wade - 2015**

Date	Practice/Game	Time	Fee
4/14/2015	game	4:30 p.m.	\$200.00
4/16/2015	game	4:30 p.m.	\$375.00
4/23/2015	game	4:30 p.m.	\$200.00
4/28/2015	game	4:30 p.m.	\$200.00
4/30/2015	game	4:30 p.m.	\$200.00
5/2/2015	game	6:00 p.m.	\$200.00
5/11/2015	game	4:30 p.m.	\$200.00

**Total Fees**    \$1,575.00

10% package discount

<b>\$1,417.50</b>
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Exhibit C  
**Usage Guidelines**

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

**PRACTICE/BATTING PRACTICE/INFIELD DRILLS**

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

**FOOTWEAR**

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

**FOOD & BEVERAGES**

- No food including sunflower seeds, peanuts, gum or any form of tobacco are allowed on the turf surface. No sunflower seeds allowed in dugouts.
- Please do not spit on artificial turf
- Clear water in bottles or coolers with water are the only beverage permitted on the field. Absolutely no coffee, soda pop, alcohol, or colored drinks including sport drinks are permitted on the field
- No glass containers allowed on turf

**FIELD CARE**

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

**WASTE/CLEAN-UP**

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

Exhibit D  
Incident report

Exhibit E  
Rental Fees

**Concurrent Enrollment  
Between  
Lake Superior College  
And  
Duluth Public Schools High School ISD # 709  
2015-2016**

**PURPOSE**

This agreement between Duluth Public School District (ISD #709) and Lake Superior College, Duluth, Minnesota, is effective for the academic year 2015-2016. The intent of this agreement is to provide Duluth Public School students an opportunity to enroll through Concurrent Enrollment in Lake Superior College courses. The purpose for providing Concurrent Enrollment is to create a seamless educational path for area high school students. Lake Superior College is building bridges with our area high schools. Lake Superior College will work cooperatively and in partnership with high school personnel and students in the enrollment procedures, validating course competencies, and grade transcription.

**COST:** The cost to the high school is **\$1,500 per course/teacher**. The cost will cover all sections taught at Duluth Public Schools. The total cost is **\$12,000 for the courses listed. (\$1,500 x 8 courses = \$12,000) \*** If one teacher teaches multiple sections it is one fee; if more than one teacher is assigned to the separate sections of the same course there is an additional fee of \$1500.00 per teacher. The billing date of these courses will be November 1, 2015 with payment expected 30 days later.

Course grades will be recorded on a LSC transcript. The LSC High School Connections Program staff will send a grade report to the high school each term for the students enrolled. Students may request an official transcript with a written request and a processing fee.

**STUDENT QUALIFICATIONS**

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

**Eligibility:**

- Seniors must rank in the top half of their class.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they have taken the 8<sup>th</sup> grade MCA reading test in the 8<sup>th</sup> grade and have met the composite proficiency level of meets or exceeds.
- Students must also meet the pre-requisites of individual courses as determined by the Accuplacer or ACT test or prior college coursework.
- For more information please see: <http://www.mnscu.edu/admissions/pseo.html>

**INSTRUCTOR QUALIFICATIONS**

High School instructors who teach college courses in high school are expected to meet the same minimum qualifications as set by the Minnesota State College Faculty Association and the Minnesota State Colleges and Universities. Please refer to the following link: <http://www.cfc.mnscu.edu/fields/Code/credentials.php>

## **COLLABORATION REQUIREMENTS**

### **Lake Superior College High School Connections Staff**

- Ensures that all CITS registrations are entered for each CITS class.
- Ensures that each CITS class is created in ISRS.
- Maintains records for all completed CITS classes.
- Maintains records for all Waiver Requests.
- Makes appropriate record adjustments for student in accordance with add/drop and withdrawal policies.
- Provides each high school with course outlines for each CITS class.
- Provides information that informs CITS students about academic and student support services available to all students at the college.
- Provides necessary registration, withdrawal, and add/drop policy tools and information.
- Provides transcript request information to all students.
- Sends class lists to high school as soon as the registrations are complete. Works with each high school to ensure that CITS class lists are correct.
- Works with each high school to ensure all grades are submitted and recorded in ISRS.

### **Lake Superior College Faculty Mentor:**

- Arranges to guest lecture if requested by the high school instructor.
- Collaborates with the high school CITS instructor to clarify approved college course outline and outcomes and to create a syllabus with the CITS instructor; assures that assessment meets college criteria.
- Extends to the high school CITS instructors, invitations to participate in appropriate campus-based faculty development activities.
- Meets regularly (face-to-face, email, telephone) with high school CITS instructor and monitors assignments, exams, projects, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the LSC course outline. Faculty mentors will make at least one visit to the high school per course.
- Provides current college text information and/or exam copies of the text, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provides instructors who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Submits to the CITS coordinator a copy of the site visit forms at the end of the semester or year of interchanges with high school instructors for each CITS course.
- Supports CITS instructors, giving additional time and attention to instructors new to the program.

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

- Agrees to terms of the LSC policy for add/drop processes and withdrawals.
- Assigns final, whole letter grades to each student on the class lists provided by LSC's CITS staff.
- Collaborates with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Contacts the LSC CITS program for withdrawals in accordance with LSC policy.
- Ensures completion of LSC registration forms and sends forms to the High School Connections Office.
- High schools will notify parents/students of CITS course offerings.

- Meets regularly (face-to-face, email, telephone) with LSC faculty mentor and provides sample assignments, exams, projects, to ensure that the course meets the learning outcomes contained in the LSC course outline. LSC Faculty mentors will make at least one visit to the high school per course.
- Provides LSC with a course syllabus for each CITS course.
- Signs CITS contract and returns it to LSC by April 30, 2015. Amendments to the contract will be accepted until August 1, 2015 for the 2015-16 academic year.
- The completed grade sheet is to be signed and sent the LSC staff within two days of the last day of the CITS class.
- To the extent possible, provides counseling services to students and their parents or guardian before students enroll in CITS courses. This ensures that the students and their parents or guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.

*This is for Denfeld*

**COURSES**

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

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)		
					Fall (Sept-Jan.)	Spring (Jan-June)	All Year (Sept-June)
ALTH 1400	Intro to Allied Health	2	Kim Olson (Denfeld and East)	TBA			
ALTH 1410	Medical Terminology	1	Kim Olson (Denfeld and East)	TBA			
BIOL 1005	Intro to Cell Biology	1	(East 2 sections)	TBA			
BIOL 1140	Human Anatomy and Phys	4	(East 2 sections)	TBA			
MATH 1150	Pre-Calculus	5	<i>Ed Lewis</i> (Denfeld 2 sections)	TBA			
MATH 1150	Pre-Calculus	5	(East 2 sections)	TBA			
MATH 1150	Pre-Calculus	5	Brenda Ploresano (East 1 section)	TBA			
MATH 1150	Pre-Calculus	5	Bill Garnett (East 1 section)	TBA			
MATH 1150	Pre-Calculus	5	Peter Graves (East 3 sections)	TBA			
NUNA 1420	Nursing Assst/Home Health Aid	4	Kim Olson (Denfeld and East)	TBA			
BIOL 1150	Intro to Cell Biology	4	Alison Wood (Denfeld 2 sections)	TBA			
BIOL 1150	Intro to Cell Biology	4	Alison Wood (Denfeld 2 sections)	TBA			

For multiple terms for a course, please indicate both terms with (x).

\*Proposed course, pending approval. Once approved cost will be reflected above.

**Duluth Public Schools**

*Thomas Stimpell*  
 High School Guidance Director or Designee  
*Michelle Swanson*  
 Principal  
*Mike Swanson*  
 Superintendent or Assistant Superintendent

Date

*Michelle Swanson*  
 Dir. of Curr.

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

Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms.

**Lake Superior College**

*Molly Milroy*, High School Connections  
 Melissa Leno, Director of Admissions  
 Michael Seymour, VP Academic & Student Affairs

Date

*This is for East*

**COURSES**

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

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (X)		
					Fall (Sept-Jan.)	Spring (Jan-June)	All Year (Sept-June)
ALTH 1400	Intro to Allied Health	2	Kim Olson (Denfeld and East)	TBA			
ALTH 1410	Medical Terminology	1	Kim Olson (Denfeld and East)	TBA			
BIOL 1005	Intro to Cell Biology	1	(East 1 sections)	TBA			
BIOL 1140	Human Anatomy and Phys	4	(East 1 sections)	TBA			
MATH 1150	Pre-Calculus	5	Tim White (Denfeld 2 sections)	TBA			
MATH 1150	Pre-Calculus	5	(East 2 sections)	TBA			
MATH 1150	Pre-Calculus	5	Brenda Florstano (East 2 section)	TBA			
MATH 1150	Pre-Calculus	5	Bill Garnett (East 2 section)	TBA			
MATH 1150	Pre-Calculus	5	Peter Graves (East 2 sections)	TBA			
NUNA 1420	Nursing Assst/Home Health Aid	4	Kim Olson (Denfeld and East)	TBA			
BOB 1400	RENTALS OF MACHINERY	3	PEGGY EHRICH	TBA			

For multiple terms for a course, please indicate both terms with (X).  
\*Proposed course, pending approval. Once approved cost will be reflected above.

**Duluth Public Schools**

**Lake Superior College**

*Donna BSR*  
High School Guidance Counselor or Designer

Wendy Milroy, High School Connections

*Melissa Leno*  
Principal

Melissa Leno, Director of Admissions

*Michael Seymour*  
Superintendent or Assistant Superintendent

Michael Seymour, VP Academic & Student Affairs

Date

*Melissa Leno*

Date

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

Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms.

## Courses

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

Courses	LSC Titles	LSC Credit	HS Instructor	LSC Faculty	Indicate Offerings
ALTH 1400	Intro to Allied Health	2	Olson (Denfeld and East)	TBA	One semester first semester
ALTH 1410	Medical Terminology	1	Olson (Denfeld and East)	TBA	
NUNA 1420	Nursing Assst/Home Health Aid	4	Olson (Denfeld and East)	TBA	2nd Semester
BIOL 1005	Intro to Cell Biology	1	Kyes East 1 Section	TBA	Entire year
BIOL 1150	Human Anatomy	4	Kyes-East 1 Section	TBA	
BIOL 1005	Intro to Cell Biology	1	Wood-Denfeld	TBA	Entire year
BIOL 1150	Human Anatomy	4	Wood-Denfeld	TBA	
MATH 1150	Pre-Calculus	5	Lewis-Denfeld	TBA	Entire year
MATH 1150	Pre-Calculus	5	Florestano (East 2 Sections)	TBA	Entire year
MATH 1150	Pre-Calculus	5	Garnett (East 2 Sections)	TBA	Entire year
MATH 1150	Pre-Calculus	5	Graves (East 2 Sections)	TBA	Entire year
MKTG 1421	Principles of Marketing	3	Ehlerf (East 1 Section)	TBA	Entire year

Total Courses

9 Courses X 1500 = \$13,5000

High School Course Name	HS Course Number
CITS Medical Occupations (2 Hour Block of time)	151221
CITS Intro to Nursing	151322
CITS Human Anatomy and Physiology	222401-222402
CITS Human Anatomy and Physiology	222401-222402
CITS Pre-Calculus	181701-181702
CITS Pre-Calculus	181701-181702
CITS Pre-Calculus	181701-181702
CITS Pre-Calculus	181701-181702
CITS Marketing II	111701-111702

- Meets regularly (face-to-face, email, telephone) with LSC faculty mentor and provides sample assignments, exams, projects, to ensure that the course meets the learning outcomes contained in the LSC course outline. LSC Faculty mentors will make at least one visit to the high school per course.
- Provides LSC with a course syllabus for each CITS course.
- Signs CITS contract and returns it to LSC by April 30, 2015. Amendments to the contract will be accepted until August 1, 2015 for the 2015-16 academic year.
- The completed grade sheet is to be signed and sent the LSC staff within two days of the last day of the CITS class.
- To the extent possible, provides counseling services to students and their parents or guardian before students enroll in CITS courses. This ensures that the students and their parents or guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.

- The record keeping regarding the Accuplacer has been a night mare. We do not have the staff to take care of all of the required documentation.

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of July, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Lou Tarvers, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2015, and shall remain in effect until June 30, 2016, 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.**

Create and coordinate a teacher mentor program for all new teachers entering ISD 709. Recruit and orient the pre-existing pool of trained mentors within ISD 709. Assign trained mentors to new teachers within ISD 709. Orient new teachers to the program and introduce them to their mentor. Coordinate the delivery of monthly meetings to cover professional development topics pertinent to new teachers with the purpose of improving classroom practice. Coordinate and train new mentors following the 2015-16 school year.

The Contractor shall work collaboratively with ISD 709 staff, when needed, to obtain information necessary to complete the above listed tasks.

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 \$21.03 up to a sum not to exceed \$5000 (Five Thousand and 00/100 Dollars). The District also agrees to reimburse the contractor for mileage incurred as a direct result of the items listed under section 2 of this contract at the current IRS mileage reimbursement rate, not to exceed a total of \$200 (Two Hundred and 00/100 Dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

7. **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 Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mary Lou Tarvers, 306 W Rainbow St., 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.

Mary L. Jarvers      476-60-0301      7/1/15  
Contractor Signature      SSN/ Tax Identification Number      Date

\_\_\_\_\_  
Program Director      \_\_\_\_\_  
Date  
Phil [Signature]      7/1/15

\_\_\_\_\_  
Director of Curriculum and Instruction      \_\_\_\_\_  
Date  
W. C. [Signature]      7/1/15

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

**CONTRACT FOR "IN SCHOOL" NURSING SERVICES  
PERTAINING TO RICHARD M.**

This AGREEMENT is made and entered into this 29th day of July, 2015, by BAYADA Home Health Care, Inc., with a service office located at 10400 Yellow Circle Drive, Suite 401, Minnetonka, MN 55343 (hereinafter referred to as BAYADA) and Duluth School District, located at 215 N 1st Avenue E, Duluth, MN 55802 (hereinafter referred to as SCHOOL).

BAYADA is a home health care agency, engaged in the business of providing nursing services and SCHOOL has identified a need for in-school nursing care of its student, RICHARD M, (hereinafter referred to as STUDENT).

WHEREAS, it is the desire of both parties to make provision for on-side daily nursing care for STUDENT, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, BAYADA and SCHOOL agree to the terms and conditions outlined herein:

**I. RESPONSIBILITIES OF BAYADA**

- A. Qualifications of Personnel. The Nurse supplied by BAYADA will be a Registered Nurse (RN) who will hold a current license, registration or certification to practice in the State of Minnesota, and will provide services pursuant to the applicable state laws.
- B. Personal Records Inspection. BAYADA will make available for inspection, upon the request of SCHOOL, the personnel files of its nurses who are caring for STUDENT. The contents of such file may include:
1. Verification of current licensure or certification as applicable; and
  2. Completed application for employment or resume; and
  3. Verified references; and
  4. Evidence of annual performance evaluation; and
  5. A criminal record check, conducted upon hire, if required by state law; and
  6. Evidence of at least one annual in-service education or training in accordance with applicable state regulations.
- C. Service. BAYADA will provide RN to care for STUDENT each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting STUDENT to and from school on the school bus, providing care to STUDENT during the school day, and providing care for other students in the classroom, as needed. Upon execution of this Agreement, SCHOOL will provide BAYADA with a schedule of the calendar including scheduled days off.

D. Place of Performance. BAYADA will provide services primarily at schools located within SCHOOL's district or other specified location where STUDENT will be during the school day. SCHOOL acknowledges and understands that BAYADA cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. BAYADA will maintain general liability and professional liability coverage for any negligent acts or omissions of BAYADA employees, which may give rise to liability under this Agreement.
2. BAYADA will maintain Workers' Compensation insurance for its employees providing services to STUDENT.

F. Indemnification. BAYADA agrees to indemnify and hold harmless SCHOOL from all bodily injury and/or property damage claims arising out of the sole negligence of BAYADA, acting through its directors, agents, and employees.

G. Payment of Personnel. BAYADA, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

H. Policies and Procedures. BAYADA will follow the SCHOOL's policies and procedures while providing care in the SCHOOL setting.

## II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. SCHOOL will remain responsible to compensate BAYADA for services rendered pursuant to this Agreement. Section III hereunder will govern billing terms and compensation.

B. Insurance.

1. SCHOOL will maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of SCHOOL acting through its directors, agents, employees or other personnel, which may give rise to liability under this Agreement.
2. SCHOOL will maintain, at its sole expense, workers' Compensation insurance for its employees.

C. Indemnification. SCHOOL agrees to indemnify and hold harmless BAYADA from all bodily injury and/or property damage claims arising from any act or omission of SCHOOL, acting through its directors, agents, employees or other personnel.

- D. Employment Status. SCHOOL understands and agrees that the RN is an employee of BAYADA and SCHOOL will not attempt to solicit the RN to work privately for SCHOOL, without written authorization from BAYADA, during the term of this Agreement and for one (1) year following its termination or expiration. SCHOOL recognizes the recruiting, training and retention expenses that BAYADA encounters as an employer and acknowledges that BAYADA is not a placement or referral service. Should SCHOOL desire to hire one of BAYADA's employees, SCHOOL agrees to provide BAYADA with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$5,000.00, whichever is greater. This fee will apply to any BAYADA employee SCHOOL wishes to hire.
- E. Compliance Program. BAYADA values honesty and confidentiality in all business interactions. In order to assure adherence to these values, BAYADA maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. SCHOOL agrees to abide by this program, and understands its obligation to report questionable activities involving BAYADA's employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

### III. BILLING AND COMPENSATION

- A. SCHOOL agrees to compensate BAYADA at a rate of \$60.00/hour for Complex RN services provided under this Agreement. SCHOOL will also pay for all time the BAYADA employee spends on the bus or otherwise transporting the client to and from SCHOOL.
- B. BAYADA will forward to SCHOOL an itemized bill on a weekly basis. Each weekly bill will itemize the name of the BAYADA employee providing care, the date of service, the type and length of service provided.
- C. SCHOOL agrees to pay submitted bills within thirty (30) days of receipt. Any bill not paid within the thirty (30) day period will be considered delinquent. BAYADA may charge interest, at a rate of 1 ¼% each month (15% per year) on all delinquent accounts. BAYADA will also pursue collection remedies in an attempt to resolve a delinquent account SCHOOL agrees to reimburse BAYADA for all collection costs, including attorney's fees and expenses.

### IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on July 31, 2015 and will remain in effect through August 14, 2015.
- B. Either party may terminate this Agreement for cause due to the occurrence of one of the following events.
1. Dissolution or bankruptcy of either BAYADA or SCHOOL

2. Failure of either BAYADA or SCHOOL to maintain the insurance coverages required hereunder.
3. Breach by BAYADA or SCHOOL of any of the material provisions in this Agreement.

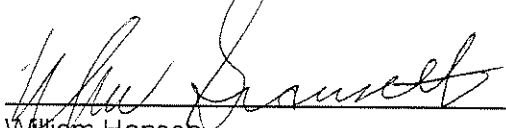
#### V. ADDITIONAL TERMS

- A. **Governing Law.** This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey.
- B. **Relationship to Parties.** The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. **Assignment.** This agreement may not be assigned by either party, in whole or in part.
- D. **Modification of Terms.** No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. **Notices.** Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. **Confidentiality.** Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for SCHOOL and BAYADA are to be kept confidential by SCHOOL and BAYADA and not disclosed to any other party or used in part or whole without the permission of SCHOOL and/or BAYADA.
- G. **Entire Agreement.** This writing evidences the entire Agreement between BAYADA and SCHOOL; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of the Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (e-mail) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date \_\_\_\_\_

Date 7/30/15 \_\_\_\_\_

\_\_\_\_\_  
Erica Kjenstad  
Director  
Signing with authority for  
BAYADA Home Health Care Inc.

  
\_\_\_\_\_  
William Hanson  
Business Manager  
Signing with authority for  
ISD 709

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** July 13, 2015

**Re:** Preventive Maintenance Services for the Bleachers at East High School and Lincoln Park Middle School – Haldeman-Homme, Inc.

Attached are two (2) copies of the Agreement between Independent School District #709 and Haldeman-Homme, Inc. to perform preventive maintenance on the bleachers at East High School and Lincoln Park Middle School. The total estimated cost of this service is \$1,800.00.

I am recommending approval of the agreement with Haldeman-Homme, Inc. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments



# HALDEMAN – HOMME, INC.



ACADEMIC SPECIALTIES, INC.

SERVING EDUCATION, HEALTH CARE, AND INDUSTRY SINCE 1924

## PROPOSAL Service P.M.

### SERVICES

- Layout & Design
- Project Management
- Construction
- Consulting / Training

### PRODUCTS

- Laboratory Furniture
- School Equipment
- Education Curriculum
- Athletic & Wood Flooring
- Storage Systems
- Library & File Systems
- Auditorium Seating
- Bleachers

### OFFICES

430 Industrial Blvd.  
Minneapolis, MN  
55413

Tel: 612-331-4880  
Fax: 612-378-2236

78 Eisenhower Lane N  
Lombard, IL 60148

Tel: 630-812-0020  
Fax: 630-812-0018

6200 S Syracuse Way  
Suite 120  
Greenwood Village,  
CO 80111

Tel: 303-237-1333  
Fax: 303-237-0518

16540 Air Center Blvd  
Houston, TX 77032

Tel: 800-795-0696  
Fax: 612-378-2236

600 N Hwy 148  
P.O. Box 337  
Anita, IA 50020

Tel: 608-630-4329  
Fax: 612-378-2236

**TO: David J. Spooner, C.P.E.**  
730 East Central Entrance, Duluth, MN 55811  
**Office 218.336.8700 X-3232 Cell: 218.343.0275**

Bid Date:

### We propose the following:

#### At East

Inspect understructure to see how its running, check and tighten bracing, check drive rollers chains and intermediate wheels/axles, grease the guide rods on the rolling frames, check seats and guard rails, note any discrepancy .....\$500.00

Add to apply grease to metal to metal contact areas .....\$800.00

#### At Lincoln

inspect understructure to see how its running, check and tighten bracing, check drive rollers chains and intermediate wheels/axles, grease the guide rods on the rolling frames check seats and guard rails, note any discrepancy ..... \$200

Add to apply grease to metal to metal contact areas .....\$300.00

### Excluding

1. Additional parts billed at list price, freight billed as actual.
2. Lift fees. If no lift is provided, a fee of \$200.00 per location shall be charged for use of H-H genie lift or scaffolding.
3. Mileage billed at \$1.00 per mile
4. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge.
5. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials.

TERMS: Net 30 Days

ACCEPTED: Company ISP #709  
Name WJ Spooner  
Date 7/16/15

RESPECTFULLY,

**HALDEMAN-HOMME, INC.**

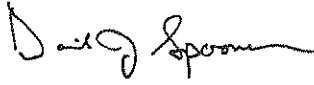
By \_\_\_\_\_  
Scott Bombard  
Service manager

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time.



# Memorandum

**To:** Kerry Leider  
Bill Hanson

**From:** Dave Spooner 

**Date:** June 30, 2015

**Re:** P2000 Software Subscription

Please find attached an agreement with JCI to provide a 3 year renewal subscription / agreement for our P2000 Access Control Door Management Software.

This subscription will keep us up to date with patches, security, and upgrades. Agreements of this type are standard with software packages of this nature.

With that, I am recommending we enter into agreement for this 3 year software subscription.

Please contact me with questions if needed.

Thank you.



# Proposal

JOHNSON CONTROLS DULUTH MN CB -  
ON51  
4627 AIRPARK BLVD  
DULUTH MN 55811-5750  
PH: (866) 211 3536  
FAX: (218) 727 7945

TO: INDEPENDENT SCHOOL DISTRICT  
709  
215 N 1ST AVE E  
  
DULUTH, MN 55802

Date: 6/4/2015

Quote Ref: 1-A0AJR6D  
Project Name: DULUTH SCHOOLS THREE YEAR SS P2K  
RENEWAL

Site: INDEPENDENT SCHOOL DISTRICT 709  
215 N 1ST AVE E  
DULUTH, MN 55802-2058

ATTN: Corey Karren

We propose to furnish the materials and/or perform the work below for the net price of: \$9,249.18

**For the above price this proposal includes:**

Johnson Controls proposes to provide three years of a P2K software subscription (July 1, 2015--June 30, 2018) for the sum of \$9,249.18. This sum includes service packs, patches, software revisions, access to technical support, new user interface, and mobile applications. Shipping is also included. Labor installation is not included; if required time will be billed in accordance with the State contract.

**This proposal DOES NOT include:**

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

**Important:** This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 7/4/2015

INDEPENDENT SCHOOL DISTRICT 709

Signature: Bill Hanson  
 Name: Bill Hanson  
 Title: CFO  
 Date: 7/6/15  
 PO: \_\_\_\_\_

Johnson Controls

Signature: Matt Hoven  
 Name: Matt Hoven  
 Title: CSA  
 Date: 6/4/15

**IMPORTANT:** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

**5. LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

**6. LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

**7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

**8. DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.

**9. COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.



**10. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

**11. INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

**12. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**13. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

**14. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

**15. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider

**Date:** July 14, 2015

**Re:** Loading Dock Leveler at Ordean East Middle School – Lipe Brothers Construction, Inc.

Attached are two (2) copies of the Agreement between Independent School District #709 and Lipe Brothers Construction, Inc. to furnish and install the loading dock leveler at Ordean East Middle School. The total estimated cost of this service is \$1,729.00.00.

I am recommending approval of the agreement with Lipe Brothers Construction, Inc. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments



LIPE BROTHERS CONSTRUCTION, INC.

5116 JEAN DULUTH ROAD

PO BOX 3024

DULUTH, MN 55803

(218) 525-3364 / FAX (218) 525-9400

# QUOTATION

To: David Spooner

Date: 7/9/15

“FURNISH AND INSTALL”

: PRICE

QTY	DESCRIPTION		
1	EOD w/bumpers	1127.00	
12	concrete fasteners	50.00	
6	Man hour to install edge of dock and bumpers (2 guys 3 hours)	552.00	
	<b>TOTAL</b>	<b>1729.00</b>	

ALL ELECTRICAL PERFORMED BY OTHERS ON PREPARED OPENINGS.  
 FLOORS ARE TO BE POURED PRIOR TO INSTALLATION.  
 ALL MATERIAL AND WORK PERFORMED IS GUARANTEED TO BE AS SPECIFIED IN THE CONTRACT.  
 ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATIONS, INVOLVING EXTRA COST, WILL BE  
 EXECUTED ONLY UPON WRITTEN AUTHORIZED ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND  
 ABOVE THE ORIGINAL CONTRACT. LIPE BROTHERS CONSTRUCTION TAKES NO RESPONSIBILITY FOR, AND WILL  
 NOT BE LIABLE FOR, AGREEMENTS, CONTINGENT STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL.  
 ALL DOORS ARE CUSTOM ORDERED AND SALES ARE FINAL.  
 PRICES ARE SUBJECT TO CHANGE AFTER 60 DAYS.

BY: TYLER SIMONSON

PER: LIPE BROTHERS CONST., INC.

ACCEPTED:

*WCHanson*  
7/16/15

DATE:

## **FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT July 2015**

### **Facilities Management – General**

In the past month the maintenance crews have completed 227 work orders, and are currently working on 483 open work orders.

Facilities maintenance trade crews are currently scheduled at Piedmont Elementary.

Ongoing - Operations personnel are well underway cleaning furniture, stripping and waxing corridors, shampooing carpet, refinishing gym floors, cleaning kitchens, and all other summer tasks needed to prepare for the coming year. They are accomplishing these tasks along with the daily work needed to clean and keep the sites open for summer programs.

We will be advertising and interviewing for multiple vacancies.

### **Capital Construction:**

Ongoing - Facilities is working with design professionals as well as time and material contractors to facilitate the completion of the School Board approved projects related to the remaining LRFP fund balance. Projects related to this will soon or have begun at Congdon, Denfeld, EHS, Homecroft, Lakewood, Lester, Lowell, HOCHS, OEMS, and Stowe.

The sidewalk work near the playground at Piedmont has been completed.

### **Health, Safety & Environmental Management**

- Environmental/Health/Safety
  - Hazardous Waste License: Annual reports were submitted for the licensing.
  - A review of old specimens was completed at East and they were determined to be non-hazardous materials (not packaged in formaldehyde).
  - Attended asbestos refresher training to become recertified as an asbestos inspector for the state of MN.
- Emergency Response
  - Room numbers were installed district-wide in the windows of all ground level classrooms for emergency response personnel to easily identify and quickly respond to emergency situation in the schools.
  - Emergency Response Crisis Management Classroom Guides were updated and sent to be printed for the school year.
  - Red Cross meetings continue for the August National Guard emergency response event.
- Workers' Compensation Activities
  - There were no new claims in July.

**Risk Management**

There have been no significant reportable incidents or claims relating to insurance policies for general liability, property, auto, and school leader's legal liability.

Attachments:

Summer Project Updates

Joint Powers Steering Committee Meeting Minutes

# Memorandum

**To:** School Board

**From:** Kerry Leider



**Date:** July 28, 2015

**Re:** Summer Project Updates

I want to inform you there have been several projects we are working on this summer where we have encountered unforeseen conditions that as a result will cost us more to complete than current bid awards.

I have mentioned the rock at HOCHS retaining wall project will result in extra cost to deal with impacts to what was designed and bid for that project. I expect to present a change order for Board action to confirm an increase to the contract value.

Also at HOCHS, we have been working with Northland Consulting Engineers LLP to design the reconstruction of the Third Street parking lot and to resolve some utility and drainage problems. Bill Hanson originally approved that agreement within his Board authorized limits; however, there is now a need for some architectural design work to preserve a handicap ramp to a classroom above the boiler room and some structural and mechanical design necessary to resolve some conflicts related to an old underground coal bin and ash pit that must be removed. Since the fee will now exceed Bill's authority, I will be bringing an amendment to the Board for confirmation and approval. In the interim, I have asked Northland to continue with the design so this work can be accomplished this construction season.

At Laura MacArthur, the excavation of the site for the tennis courts discovered the remains of an old church foundation and some houses that required removal of slabs, foundations and footings and the filling of that additional excavation. This work had been authorized to proceed, and I expect to present a change order for Board action to confirm an increase to the contract value.

At OEMS, there is a batting cage where we have encountered bedrock that will impact the designed footings, and I expect to present a change order for board action to confirm an increase to the contract value.

At Lakewood, there is a parking lot project underway where there was need for some additional curb replacement and rock relating to erosion prevention that was not in the contracted scope of work, and I expect to present a change order for Board action to confirm an increase to the contract value.

Summer Project Updates

Page 2

July 28, 2015

This email is intended to provide you advance notice these changes are coming to you for retroactive confirmation and action and that I have authorized these contractors to proceed obligating the District to additional cost.

Please contact me if you have any questions or concerns with the authorizations given. All of these matters needed decisions and directions given to contractors in time frames that did not allow for Board action in advance.

Cc: William Hanson  
Superintendent Gronseth

## Joint Powers Steering Committee Minutes

June 4, 2015

City of Duluth Parks and Recreation Conference Room

Present:

School District 709: Kerry Leider, Jay Roesler

City of Duluth: Kathy Bergen, Keith Hamre, Erik Birkeland, Lisa Luokkala, Hank Martinsen, Kelly Fleissner

Chair: Kathy Bergen

Vice Chair: Jay Roesler

Minutes Recorder: Lisa Luokkala

- I. **Duluth Traverse at Lincoln Park Middle School** – The most recent rendition of the agreement was not cleared by the City’s attorney. The City is requesting that the School District consider either an easement or a license. The School District indicated they need more flexibility to get out of the agreement than what an easement would allow. The School District will entertain the idea of a license. The City of Duluth will draft a license agreement for the School District’s review. **Next Steps:** Erik/Hank from the City will follow up directly with Kerry on this matter.
  
- II. **School Property adjacent to Hartley Park** - City of Duluth submitted a Lessard-Sams Grant application on June 4 to acquire School District property adjacent to Hartley. The acquisition of the land is only part of the grant, which also includes restoration of the property and Tischer Creek, along with restoration of Buckingham Creek. Notification of the grant status will be 3-4 months out. **Next Steps:** Kathy will send Kerry a detailed map of the parcels included in the grant proposal. It was suggested that we should formally draft a letter of commitment from ISD 709 so that we can assure the land will be available when grant monies are secured. In addition, School District suggested we start the process of a purchase agreement to both secure the land and also address the future land use changes.
  
- III. **Memorial Park/Laura MacArthur green space** - The mini-master plan for Memorial Park is being reopened to address changing scope because of its status as a “Grand Avenue Park” through the ½ and ½ Tourism Tax Fund. Memorial qualifies for up to \$500,000 in match funds through the ½ and ½. The City has been approached by Irving Community Club and Valley Youth Center about the possibility of building a Rec Center on the Memorial property. The area of concern is maintaining adequate green space for Laura MacArthur and assure they are in compliance with and State minimal standards for green space. The School District shared that there is no state minimum needed to be upheld, although assuring adequate green space for the school is of the highest concern. **Next Steps:** A representative either from Laura Mac or from the District will be invited to participate on the Mini-Master Planning Stakeholder Committee which will convene sometime in July.
  
- IV. **Joint City/School District Facility on Garfield Avenue** – The School District has both transportation and facilities management needs that are eminent. Pursuing a shared facility meets the large-scale goals of the Joint Powers Committee that were envisioned at its

- creation. The City is waiting for proposals for both an architect and an operations consultant to conduct a study. ISD could potentially be included in that study. **Next Steps:** Erik will connect with Kerry to discuss further the potential integration of ISD 709 into the study.
- V. **Future of Grant Rec Center** – The structure is compromised and will eventually be structurally unsound for use. The more recent addition of the building is the portion that is compromised, the original footprint, although not ADA accessible, is sound. The City of Duluth has been monitoring the property and the initial cost to address the current structural issues is not cost effective. In addition, the City has no desire to dedicate funds to rebuild. The City will keep the School District up-to-date on the building status. School District indicated that maintaining at least the original building for storage for field leagues would be an ideal outcome. The longevity of the building is unknown, the building could be structurally unsound in as little as a year. **Next Steps:** City Parks Division will touch base with Myers-Wilkins new Executive Director to make them aware of the building’s status in preparation of them having to relocate programming in the upcoming years.
- VI. **Construction of Laura MacArthur Tennis Courts** –7 tennis courts, a shot put and discus area are slated for construction to begin June 11. The intent is to have these open to the public but the priority will be the use for Denfeld High School. These are not intended to be locked facilities but will have the capability to be locked if need be. If there is misuse of the the courts, the School District will lock the facilities. School District indicated that if the courts are open to the public beyond the school tennis season, they would recommend a shared expense of nets. Friends of Tennis hasn’t shown any interest in managing these courts, but it was agreed that is something to ask of them again. In addition, Kathy indicated that summer Parks staff may be available to accommodate opening and closing the courts for public use if need be.
- VII. **Westminster Church Property** – School District ask to be included in any future meetings on this site for the greenhouse. **Next Steps:** Keith will follow up with his staff project leads and share upcoming meeting dates with the District.
- VIII. **Field Coordination Needs** – A new Rec Specialist at Parks starts this month (June) and once settled into the new position will be available to finish up the field inventory project that had been started years ago through the Joint Powers Committee. School District indicated an increasing need for field use and that most of their fields are at or above desired capacity of use.
- IX. **Next meeting is set for Thursday, August 20 at 1:30 PM at Parks and Rec Conference Room.**

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2015

FQA: 06-870-012-386-715

ALT FAC - EXTERIOR WALLS HOCHS

72

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/01/2015	213600-1	280041	00639137	V89300	INSPEC INC	BUILDING ACQUISITION/CONSTRUCT	933549	OH	1,189.00	0.00	1,189.00
06/18/2015	213600-2	281702	00639491	V89300	INSPEC INC	BUILDING ACQUISITION/CONSTRUCT	936143	OH	2,610.00	0.00	2,610.00
							<b>Object 152000</b>	<b>Total:</b>	3,799.00	0.00	3,799.00
							<b>FQA 06-870-012-386-715</b>	<b>Total:</b>	3,799.00	0.00	3,799.00

FQA: 06-870-012-386-736 ALT FAC/HOCHS TOWER ROOF HATCH

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/05/2015	8353	280662	00639255	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	934337	OH	1,720.91	0.00	1,720.91
							<b>Object 152000</b>	<b>Total:</b>	1,720.91	0.00	1,720.91
							<b>FQA 06-870-012-386-736</b>	<b>Total:</b>	1,720.91	0.00	1,720.91

FQA: 06-870-335-386-737 OEMS GYM LIGHTING REPLACEMENT

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/15/2015	9391591		00639410	V75840	VIKING ELECTRIC SUPPLY	PO 310705	935424	OH	2,481.67	0.00	2,481.67
06/15/2015	9341343	310705	00639410	V75840	VIKING ELECTRIC SUPPLY	MATERIAL TO REPLACE THE GYM LI	935408	OH	37,162.35	0.00	37,162.35
							<b>Object 152000</b>	<b>Total:</b>	39,644.02	0.00	39,644.02
							<b>FQA 06-870-335-386-737</b>	<b>Total:</b>	39,644.02	0.00	39,644.02

FQA: 06-870-540-386-708 ALT FAC/MWES EXTERIOR WINDOWS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/01/2015	213600-1		00639137	V89300	INSPEC INC	BUILDING ACQUISITION/CONSTRUCT	933549	OH	1,637.44	0.00	1,637.44
06/18/2015	213600-2		00639491	V89300	INSPEC INC	BUILDING ACQUISITION/CONSTRUCT	936143	OH	3,594.38	0.00	3,594.38
							<b>Object 152000</b>	<b>Total:</b>	5,231.82	0.00	5,231.82
							<b>FQA 06-870-540-386-708</b>	<b>Total:</b>	5,231.82	0.00	5,231.82

FQA: 06-870-540-386-709 ALT FAC/MWES EXTERIOR MASONRY

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2015  
 Object: 152000

**BUILDING ACQUISITION/CONSTRUCT**

73

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/01/2015	213600-1		00639137	V89300	INSPEC INC	BUILDING ACQUISITION/CONSTRUCT	933549	OH	1,273.56	0.00	1,273.56
06/18/2015	213600-2		00639491	V89300	INSPEC INC	BUILDING ACQUISITION/CONSTRUCT	936143	OH	2,795.62	0.00	2,795.62
							<b>Object 152000</b>	<b>Total:</b>	4,069.18	0.00	4,069.18
							<b>FQA 06-870-540-386-709</b>	<b>Total:</b>	4,069.18	0.00	4,069.18

**FQA: 06-871-215-000-000                      GF SAVINGS-DENFELD**

**Object: 152000                      BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/30/2015	201840	282546		V104657	ARROWHEAD RADIO & SECURITY	BUILDING ACQUISITION/CONSTRUCT	937493	OH	2,746.18	0.00	2,746.18
06/30/2015	FACMGMT			V104923	HARRIS BANK	B&H PHOTO MOTO,800-6	937567	OH	352.65	0.00	352.65
							<b>Object 152000</b>	<b>Total:</b>	3,098.83	0.00	3,098.83
							<b>FQA 06-871-215-000-000</b>	<b>Total:</b>	3,098.83	0.00	3,098.83

**FQA: 06-871-220-000-000                      GEN FUND SAVINGS-EAST**

**Object: 152000                      BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/30/2015	201840			V104657	ARROWHEAD RADIO & SECURITY	BUILDING ACQUISITION/CONSTRUCT	937493	OH	2,746.18	0.00	2,746.18
							<b>Object 152000</b>	<b>Total:</b>	2,746.18	0.00	2,746.18
							<b>FQA 06-871-220-000-000</b>	<b>Total:</b>	2,746.18	0.00	2,746.18

**FQA: 06-871-320-000-000                      GEN FUND SAVINGS-ORDEAN**

**Object: 152000                      BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/15/2015	Y15012-2	731278	00639308	V102280	ARCHITECTURAL RESOURCES	INCSAME AS ABOVE	935408	OH	870.00	0.00	870.00
06/30/2015	201840			V104657	ARROWHEAD RADIO & SECURITY	BUILDING ACQUISITION/CONSTRUCT	937493	OH	2,746.18	0.00	2,746.18
							<b>Object 152000</b>	<b>Total:</b>	3,616.18	0.00	3,616.18
							<b>FQA 06-871-320-000-000</b>	<b>Total:</b>	3,616.18	0.00	3,616.18

**FQA: 06-871-500-000-000                      GEN FUND SAVINGS-LAKEWOOD**

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2015  
 Object: 152000

**BUILDING ACQUISITION/CONSTRUCT**

74

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/15/2015	2015-506	731309	00639378	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES FOR	935408	OH	1,967.00	0.00	1,967.00
06/15/2015	2015-506		00639378	V106238	NORTHLAND CONSULTING ENG	BUILDING ACQUISITION/CONSTRUCT	935408	OH	113.55	0.00	113.55
							<b>Object 152000</b>	<b>Total:</b>	2,080.55	0.00	2,080.55
							<b>FQA 06-871-500-000-000</b>	<b>Total:</b>	2,080.55	0.00	2,080.55

**FQA: 06-876-215-000-000 COP 2012A-DENFELD**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/01/2015	8340	280055	00639129	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	933549	OH	3,134.80	0.00	3,134.80
06/15/2015	2015-456	731235	00639378	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES FOR	935408	OH	250.00	0.00	250.00
							<b>Object 152000</b>	<b>Total:</b>	3,384.80	0.00	3,384.80
							<b>FQA 06-876-215-000-000</b>	<b>Total:</b>	3,384.80	0.00	3,384.80

**FQA: 06-876-220-000-000 COP 2012A-ORDEAN EAST MS**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/15/2015	2015-459	731233	00639378	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES FOR	935408	OH	310.00	0.00	310.00
06/15/2015	2015-506		00639378	V106238	NORTHLAND CONSULTING ENG	BUILDING ACQUISITION/CONSTRUCT	935408	OH	94.73	0.00	94.73
06/29/2015	38369	731238	00639547	V07422	AIM ELECTRONICS INC	70% BALANCE REMAINING ON THE D	936974	OH	18,959.50	0.00	18,959.50
							<b>Object 152000</b>	<b>Total:</b>	19,364.23	0.00	19,364.23
							<b>FQA 06-876-220-000-000</b>	<b>Total:</b>	19,364.23	0.00	19,364.23

**FQA: 06-876-320-000-000 COP 2012A-EAST HS**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/15/2015	Y15012-2	731278	00639308	V102280	ARCHITECTURAL RESOURCES INC	ARCHITECTURAL SERVICES FOR VAR	935408	OH	4,719.00	0.00	4,719.00
							<b>Object 152000</b>	<b>Total:</b>	4,719.00	0.00	4,719.00
							<b>FQA 06-876-320-000-000</b>	<b>Total:</b>	4,719.00	0.00	4,719.00

**FQA: 06-876-470-000-000 COP 2012A-MEYERS WILKINS**

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2015  
 Object: 152000

**BUILDING ACQUISITION/CONSTRUCT**

75

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/18/2015	3087	731459	00639494	V107075	KELLER FENCE COMPANY - NORTH	PLAY	936143	OH	4,780.00	0.00	4,780.00
							<b>Object 152000</b>	<b>Total:</b>	4,780.00	0.00	4,780.00
							<b>FQA 06-876-470-000-000</b>	<b>Total:</b>	4,780.00	0.00	4,780.00

**FQA: 06-876-510-000-000 COP 2012A-LESTER PARK**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
06/15/2015	2015-458	731234	00639378	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES TO	935408	OH	2,710.00	0.00	2,710.00
06/15/2015	2015-506		00639378	V106238	NORTHLAND CONSULTING ENG	BUILDING ACQUISITION/CONSTRUCT	935408	OH	181.17	0.00	181.17
							<b>Object 152000</b>	<b>Total:</b>	2,891.17	0.00	2,891.17
							<b>FQA 06-876-510-000-000</b>	<b>Total:</b>	2,891.17	0.00	2,891.17

**FQA: 06-876-525-000-000 COP 2012A-LAURA MACARTHUR**

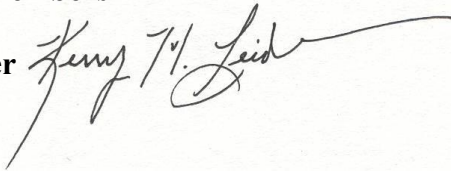
**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net	
06/15/2015	15009-4	731308	00639368	V107670	MEYER GROUP	ARCHITECTURAL SERVICES RELATED	935408	OH	575.00	0.00	575.00	
06/15/2015	2015-457	731236	00639378	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES TO	935408	OH	6,655.00	0.00	6,655.00	
06/15/2015	2015-506		00639378	V106238	NORTHLAND CONSULTING ENG	BUILDING ACQUISITION/CONSTRUCT	935408	OH	278.61	0.00	278.61	
							<b>Object 152000</b>	<b>Total:</b>	7,508.61	0.00	7,508.61	
							<b>FQA 06-876-525-000-000</b>	<b>Total:</b>	7,508.61	0.00	7,508.61	
									<b>Grand Total:</b>	108,654.48	0.00	108,654.48

# Memorandum

**To:** School Board Members

**From:** Kerry M. Leider



**Date:** July 31, 2015

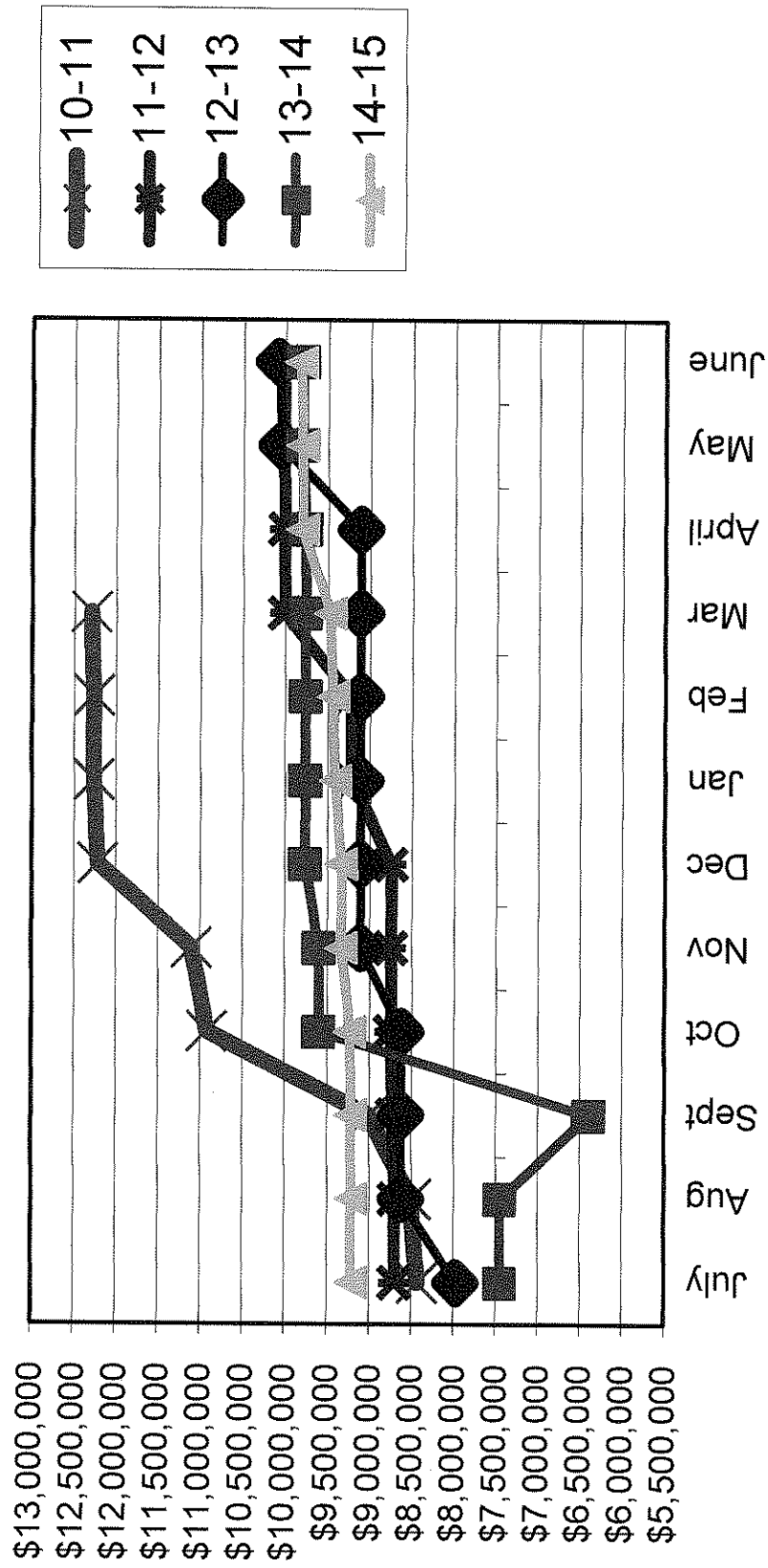
**Re:** Long-range Facilities Plan Construction or Professional Service Contracts

Pursuant to School Board Resolution #B-8-09-2660 the following Professional Service contracts pertaining to the Long-range Facilities Plan were signed by Bill Hanson during the month of July:

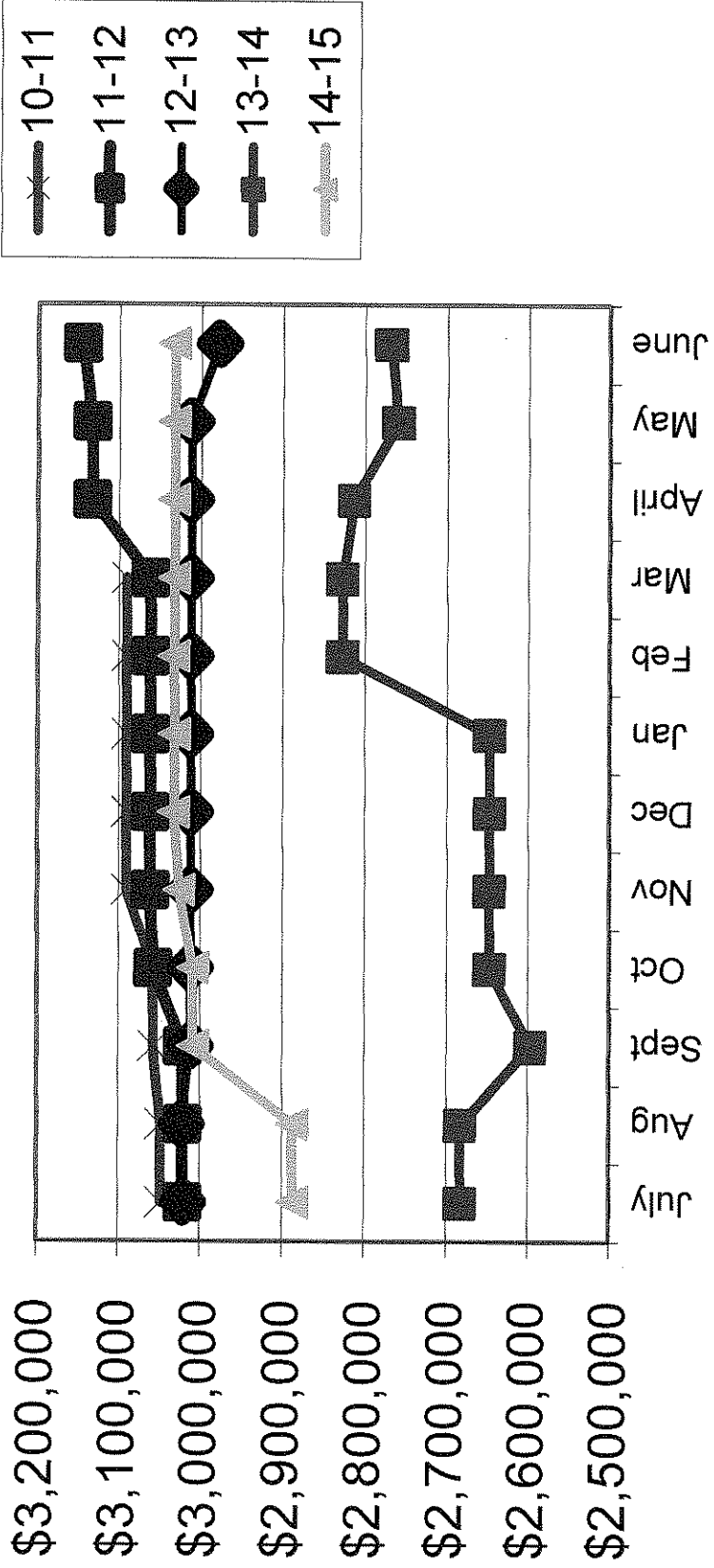
<u>Contractor</u>	<u>Amount</u>	<u>Description</u>
Inspec, Inc.	\$24,900.00	Design and construction administration of window replacement and exterior wall repairs at MWES
LHB, Inc.	\$ 7,100.00	OEMS locker room architectural services

The Agreements listed above are available for review by School Board members upon request. If you wish to have copies of this information, please contact the Facilities Management Office.

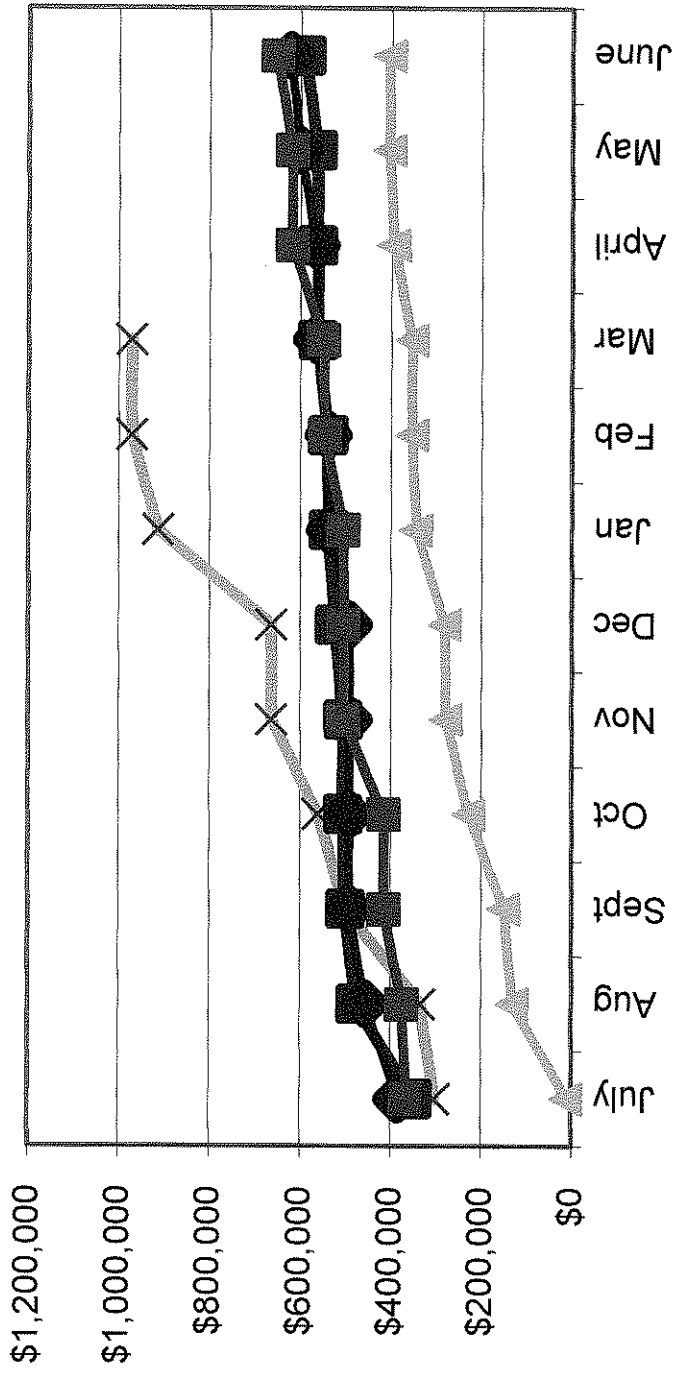
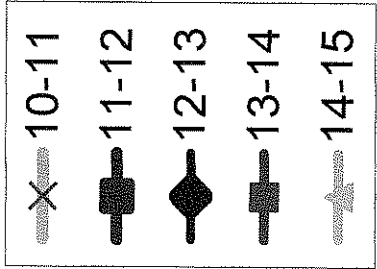
# Federal Grants



# State Grants



# Local Grants



# Donations

