

**Business Committee - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 20, 2015

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Financial Report**
  - A. Financial Report 4
  - B. Approval of Payment of Claims  
This item is attached as an "extra".
  - C. Budget Revisions 17
  - D. Wire Transfers 19
  - E. Investment Transactions 20
  - F. APU/(WADM) Projections 21
  - G. Fundraisers
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
    - 1) Administrative Services Only (ASO) - Delta Dental Contract 22  
Attached is an agreement with Delta Dental for Administrative Services only (ASO). The ASO rate for Delta for the 2013-2015 contract was \$2.55. The new proposed rate for the 2016-2018 contract is \$2.64, a 3.5% increase. The other numbers are estimated based upon the average number of current employees in the plan. The ASO is the primary rate charged per eligible employee per month.  
  
Recommendation: It is recommended that the Duluth School Board approve the agreement with Delta Dental for ASO for the period 2016-18.
    - 2) Mary Ann Marchel 23  
Attached are two contracts with Mary Ann Marchel to provide Mental Health Services for the 2015-16 school year. One contract is for \$36,000 for services for Headstart and the second contract is for \$4,500 for services at ECFE First Year Program/Community Education.  
  
Recommendation: It is recommended that the Duluth School Board approve the contracts with Mary Ann Marchel, totaling \$40,500 for the 2015-16 School year.

3) <u>Krista Harju</u>	<u>31</u>
Attached is a contract with Krista Harju in the amount of \$36,000 to provide Mental Health Services for the 2015-16 school year.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the contract with Krista Harju for the 2015-16 school year.	
4) Amendment to Agreement for district-wide refuse removal and recycling services changing the name from Nordic Waste Services to Waste Management of Minnesota and confirming all other terms remain unchanged.	<u>36</u>
<u>Recommendation:</u> It is recommended that the Duluth School board approve the amendment to the agreement for district-wide refuse removal and recycling services.	
B. <u>Change Orders</u>	
1) <u>PLACEHOLDER – Change Orders related to the Long-range Facilities Plan or 10-year Capital Facilities Plan 2015 requiring board action</u>	
C. <u>Leases</u>	
5. <u>Resolutions</u>	
A. <u>B-10-15-3303- Acceptance of Donations</u>	<u>38</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-10-15-3303.	
B. <u>B-10-15-3307 - Resolution Entering Into a Joint Powers Agreement between ISD 709 and the State of MN/Perpich Center for Arts Education.</u>	<u>39</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-10-15-3307.	
C. <u>B-10-15-3305 - Authorizing the Sale of the Rockridge Elementary School Property</u>	<u>45</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-10-15-3305.	
6. <u>Informational - These items are provided for informational purposes only and no action is required.</u>	
A. <u>Expenditure Contracts</u>	<u>47</u>
Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of September 2015	
B. <u>Revenue Contracts</u>	<u>105</u>
Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of September 2015	
C. <u>Other Contracts</u>	<u>112</u>
Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts, at no cost to the District, during the month of September 2015	

D. <u>Facilities Management &amp; Capital Project Status Report</u>	<u>115</u>
E. <u>Contracts Signed in Relation to the LRFP</u>	<u>120</u>
F. <u>Change Orders Signed in Relation to the LRFP</u>	<u>121</u>
G. <u>Quarterly Grants and Donations</u>	<u>122</u>
7. <b><u>Future Items</u></b>	
A. Discussion Regarding Community Use of Facilities	
B. Updating Section 7000 Policies	

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
<u>Revenues</u>								
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$30,681	\$30,681
Interest	1	4	(68.4)	1	(149)	100.9	79	79
Tuition, Fees, Admissions	137	110	24.5	350	279	25.6	4,072	4,072
Other Local Revenues	24	54	(54.9)	212	287	(26.3)	1,601	1,674
State Sources	15,618	13,271	17.7	15,643	15,307	2.2	86,959	87,007
Federal Aids from MDE	509	480	6.0	852	538	58.3	8,700	8,700
Federal Direct Aids	-	-	N/A	-	503	(100.0)	2,877	2,877
Local Sales	6	4	N/A	106	4	N/A	1,747	1,747
Sale of Bonds or Loans	-	-	N/A	-	-	N/A	0	0
<b>Total Revenues</b>	<b>16,295</b>	<b>13,923</b>	<b>17.0</b>	<b>17,163</b>	<b>16,769</b>	<b>2.4</b>	<b>136,716</b>	<b>136,837</b>
<u>Expenditures</u>								
Salaries	1,489	1,592	103	2,314	1,813	(501)	61,064	61,108
Benefits	(349)	540	889	1,713	1,716	3	29,832	29,797
Purchased Services	556	421	(135)	760	619	(141)	13,406	13,552
Supplies & Materials	180	524	344	379	617	238	5,314	5,534
Chargebacks	0	-	(0)	0	-	(0)	55	55
Capital Expenditures	1,229	1,248	19	1,262	1,350	88	9,491	9,416
Debt Service	3	8	5	5,222	4,920	(302)	20,930	20,930
Other	11	13	2	36	62	26	1,237	1,069
<b>Total Expenditures</b>	<b>3,120</b>	<b>4,346</b>	<b>1,226</b>	<b>11,686</b>	<b>11,097</b>	<b>(589)</b>	<b>141,329</b>	<b>141,460</b>
Transfers In (Out)	0	0	0	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>13,175</b>	<b>\$9,577</b>	<b>3,598</b>	<b>5,478</b>	<b>\$5,672</b>	<b>(194)</b>	<b>(\$4,613)</b>	<b>(\$4,623)</b>

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

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	\$		%	\$		%			
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	
Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$9,661	\$9,661	
Interest	1	3	(2)	1	(150)	151	55	55	
Tuition, Fees, Admissions	(0)	0	(0)	101	59	42	1,898	1,898	
Other Local Revenues	(25)	22	(47)	80	51	29	305	378	
State Sources	14,481	11,939	2,542	14,481	13,638	843	76,025	76,072	
Federal Aids from MDE	539	411	128	659	411	248	6,274	6,274	
Federal Direct Aids	0	0	0	0	0	0	135	135	
Local Sales	0	0	0	0	0	0	0	0	
Sale of Bonds or Loans	0	0	0	0	0	0	0	0	
<b>Total Revenues</b>	<b>14,996</b>	<b>12,375</b>	<b>2,621</b>	<b>15,322</b>	<b>14,009</b>	<b>1,313</b>	<b>94,351</b>	<b>94,472</b>	
<b>Expenditures</b>									
Salaries	1,270	1,242	(28)	1,897	1,384	(513)	54,200	54,244	
Benefits	(431)	376	807	1,369	1,374	5	26,025	25,990	
Purchased Services	417	361	(56)	583	515	(68)	7,249	7,331	
Supplies & Materials	80	71	(9)	267	120	(147)	1,654	1,833	
Chargebacks	(1)	0	1	(1)	0	1	(329)	(328)	
Capital Expenditures	7	2	(5)	37	91	54	331	348	
Debt Service	0	0	0	0	0	0	20	20	
Other	9	12	3	30	57	27	1,017	850	
<b>Total Expenditures</b>	<b>1,350</b>	<b>2,064</b>	<b>714</b>	<b>4,181</b>	<b>3,541</b>	<b>(640)</b>	<b>90,168</b>	<b>90,289</b>	
Transfers In (Out)	0	0	0	0	0	0	(4,183)	(4,183)	
<b>Operating Excess (Deficit)</b>	<b>\$13,646</b>	<b>\$10,311</b>	<b>3,335</b>	<b>\$11,141</b>	<b>\$10,468</b>	<b>\$673</b>	<b>(\$0)</b>	<b>(\$0)</b>	

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

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2016	FY2015	FY2016	FY2015	Adopted	Revised
	\$	\$	\$	\$		
		Variance	Variance	Variance		
		%	%	%		
Lewy	\$0	\$0	N/A	\$0	\$0	\$9,174
Interest	1	(2)	(57.8)	1	151	55
Tuition, Fees, Admissions	(0)	1	99.9	83	34	1,480
Other Local Revenues	(29)	(46)	(269.7)	74	42	314
State Sources	14,428	11,856	21.7	14,428	13,555	64,985
Federal Aids from MDE	0	8	(100.0)	0	8	0
Federal Direct Aids	0	0	N/A	0	0	0
Local Sales	0	0	N/A	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0
<b>Total Revenues</b>	<b>14,400</b>	<b>11,883</b>	<b>21.2</b>	<b>14,587</b>	<b>13,489</b>	<b>75,999</b>
<b>Expenditures</b>						
Salaries	1,134	965	(169)	1,555	1,030	44,337
Benefits	(331)	313	644	1,148	1,172	20,751
Purchased Services	381	237	(144)	535	386	6,386
Supplies & Materials	72	68	(4)	256	117	1,275
Chargebacks	(2)	0	2	(2)	0	(1,361)
Capital Expenditures	3	2	(1)	31	2	275
Debt Service	0	0	0	0	0	20
Other	9	12	3	25	57	90
<b>Total Expenditures</b>	<b>1,265</b>	<b>1,597</b>	<b>332</b>	<b>3,548</b>	<b>2,764</b>	<b>71,774</b>
Transfers In (Out)	0	0	0	0	0	(4,183)
<b>Operating Excess (Deficit)</b>	<b>\$13,135</b>	<b>\$10,286</b>	<b>2,849</b>	<b>\$11,039</b>	<b>\$10,725</b>	<b>\$50</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2016	FY2015	Variance	FY2016	FY2015	Variance		
<u>Revenues</u>								
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$487	\$487
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	1	(100.0)	18	25	(7)	418	418
Other Local Revenues	4	5	(22.8)	6	9	(3)	0	65
State Sources	53	83	(36.2)	53	83	(30)	11,040	11,087
Federal Aids from MDE	539	403	33.7	659	403	256	6,274	6,274
Federal Direct Aids	0	0	N/A	0	0	0	135	135
Local Sales	0	0	N/A	0	0	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
<b>Total Revenues</b>	<b>596</b>	<b>492</b>	<b>21.0</b>	<b>735</b>	<b>520</b>	<b>215</b>	<b>18,353</b>	<b>18,465</b>
<u>Expenditures</u>								
Salaries	137	277	140	342	354	12	9,863	9,906
Benefits	(101)	63	164	221	202	(19)	5,274	5,239
Purchased Services	36	124	88	48	129	81	893	945
Supplies & Materials	8	3	(5)	11	3	(8)	443	559
Chargebacks	1	0	(1)	1	0	(1)	1,032	1,033
Capital Expenditures	4	0	(4)	6	89	83	81	73
Debt Service	0	0	0	0	0	0	0	0
Other	0	0	0	5	0	(5)	766	760
<b>Total Expenditures</b>	<b>85</b>	<b>467</b>	<b>382</b>	<b>633</b>	<b>777</b>	<b>144</b>	<b>18,353</b>	<b>18,515</b>
Transfers In (Out)	0	0	0	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>\$511</b>	<b>25</b>	<b>486</b>	<b>\$102</b>	<b>(\$257)</b>	<b>\$359</b>	<b>(\$0)</b>	<b>(\$50)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2016		FY2015		FY2016		FY2015		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%	\$	\$
Lewy	0		0		0		0		0	0
Interest	0		0		0		0		0	0
Tuition, Fees, Admissions	0		0		0		0		0	0
Other Local Revenues	1		1		1	36.9	1		14	14
State Sources	0		0		0		0		156	156
Federal Aids from MDE	(30)		(92)	(148.1)	189		120		2,264	2,264
Federal Direct Aids	0		0		0		0		0	0
Local Sales	6		2	47.5	6		4		1,206	1,206
Sale of Bonds or Loans	0		0		0		0		0	0
<b>Total Revenues</b>	<b>(23)</b>		<b>66</b>	<b>(134.8)</b>	<b>197</b>		<b>125</b>		<b>3,640</b>	<b>3,640</b>
<b>Expenditures</b>										
Salaries	36		46	21.8	83		59		1,155	1,155
Benefits	11		13	14.4	28		23		429	429
Purchased Services	8		2	(298.3)	8		8		115	115
Supplies & Materials	38		35	(7.2)	38		35		1,990	1,990
Chargebacks	1		0		1		0		158	158
Capital Expenditures	4		12	65.9	4		12		34	34
Debt Service	0		0		0		0		0	0
Other	1		0		1		1		20	20
<b>Total Expenditures</b>	<b>98</b>		<b>108</b>	<b>9.2</b>	<b>163</b>		<b>138</b>		<b>3,902</b>	<b>3,902</b>
Transfers In (Out)	0		0		0		0		0	0
<b>Operating Excess (Deficit)</b>	<b>(\$121)</b>		<b>(\$42)</b>	<b>(188.1)</b>	<b>\$34</b>		<b>(\$13)</b>		<b>(\$262)</b>	<b>(\$262)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2016	FY2015	Variance	Variance	FY2016	FY2015	Variance	Variance		
Lewy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	5	5
State Sources	535	588	(53)	(9.1)	535	685	(150)	(21.9)	5,675	5,675
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>535</b>	<b>588</b>	<b>(53)</b>	<b>(9.1)</b>	<b>535</b>	<b>685</b>	<b>(150)</b>	<b>(21.9)</b>	<b>5,680</b>	<b>5,680</b>
<b>Expenditures</b>										
Salaries	44	68	24	35.8	73	81	8	10.5	1,199	1,199
Benefits	14	18	4	19.6	31	33	2	5.9	730	730
Purchased Services	29	19	(10)	(54.1)	32	19	(13)	(66.1)	3,921	3,921
Supplies & Materials	9	16	7	43.3	17	26	9	33.4	384	384
Chargebacks	0	0	(0)	N/A	0	0	(0)	N/A	1	1
Capital Expenditures	174	0	(174)	N/A	176	0	(176)	N/A	281	281
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	1	1
<b>Total Expenditures</b>	<b>270</b>	<b>121</b>	<b>(149)</b>	<b>(123.5)</b>	<b>329</b>	<b>159</b>	<b>(170)</b>	<b>(106.8)</b>	<b>6,518</b>	<b>6,518</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$264</b>	<b>\$467</b>	<b>(\$203)</b>	<b>(43.4)</b>	<b>\$206</b>	<b>\$526</b>	<b>(\$320)</b>	<b>(60.9)</b>	<b>(\$838)</b>	<b>(\$838)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE				ANNUAL BUDGET	
	\$		\$				Adopted	Revised
	FY2016	FY2015	FY2016	FY2015	Variance	Variance		
Lewy	\$0	\$0	\$0	\$0	\$0	\$0	\$963	\$963
Interest	0	0	0	0	0	0	0	0
Tuition, Fees, Admissions	137	110	27	220	29	29	1,586	1,586
Other Local Revenues	28	0	28	32	(3)	(3)	78	78
State Sources	83	242	(159)	282	(174)	(174)	2,003	2,003
Federal Aids from MDE	0	7	(7)	7	(3)	(3)	162	162
Federal Direct Aids	0	0	0	0	0	0	1,773	1,773
Local Sales	0	0	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0	0	0
<b>Total Revenues</b>	<b>248</b>	<b>359</b>	<b>(111)</b>	<b>541</b>	<b>(151)</b>	<b>(151)</b>	<b>6,564</b>	<b>6,564</b>
<b>Expenditures</b>								
Salaries	84	131	47	147	0	0	3,570	3,570
Benefits	(32)	34	66	97	1	1	1,387	1,387
Purchased Services	90	13	(77)	32	(70)	(70)	1,242	1,245
Supplies & Materials	44	14	(30)	21	(26)	(26)	281	281
Chargebacks	0	0	(0)	0	(0)	(0)	224	224
Capital Expenditures	0	0	0	0	0	0	12	11
Debt Service	0	0	0	0	0	0	0	0
Other	1	0	(1)	0	(1)	(1)	156	153
<b>Total Expenditures</b>	<b>187</b>	<b>192</b>	<b>5</b>	<b>297</b>	<b>(95)</b>	<b>(95)</b>	<b>6,871</b>	<b>6,871</b>
Transfers In (Out)	0	0	0	0	0	0		
<b>Operating Excess (Deficit)</b>	<b>\$61</b>	<b>\$167</b>	<b>(\$106)</b>	<b>\$244</b>	<b>(\$247)</b>	<b>(\$247)</b>	<b>(\$307)</b>	<b>(\$307)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2016		FY2015		FY2016		FY2015		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%	\$	\$
Levy	0		0		0		0		0	0
Interest	0		0		0		0		0	0
Tuition, Fees, Admissions	0		0		0		0		0	0
Other Local Revenues	1		1		3		3		16	16
State Sources	163		172		163		201		972	972
Federal Aids from MDE	0		0		0		0		0	0
Federal Direct Aids	0		0		0		0		0	0
Local Sales	0		0		100		0		0	0
Sale of Bonds or Loans	0		0		0		0		0	0
<b>Total Revenues</b>	<b>164</b>		<b>173</b>		<b>265</b>		<b>204</b>		<b>2,017</b>	<b>2,017</b>
<b>Expenditures</b>										
Salaries	50		98		104		133		856	856
Benefits	21		33		51		64		335	335
Purchased Services	4		15		13		17		0	10
Supplies & Materials	0		388		0		412		450	450
Chargebacks	0		0		0		0		0	0
Capital Expenditures	892		839		893		852		3,766	3,766
Debt Service	0		0		0		0		0	0
Other	0		0		0		0		0	0
<b>Total Expenditures</b>	<b>967</b>		<b>1,373</b>		<b>1,061</b>		<b>1,478</b>		<b>5,406</b>	<b>5,416</b>
Transfers In (Out)	0		0		0		0		4,183	4,183
<b>Operating Excess (Deficit)</b>	<b>(\$803)</b>		<b>(\$1,200)</b>		<b>(\$795)</b>		<b>(\$1,274)</b>		<b>\$795</b>	<b>\$785</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$0	\$0	%	\$0	\$0	\$	\$1,018	\$1,018
Interest	0	0	N/A	(0)	0	(0)	-	-
Tuition, Fees, Admissions	0	0	N/A	0	0	0	0	0
Other Local Revenues	0	0	N/A	0	5	(5)	0	0
State Sources	0	5	(100.0)	0	5	(5)	168	168
Federal Aids from MDE	0	0	N/A	0	0	0	0	0
Federal Direct Aids	0	0	N/A	0	0	0	0	0
Local Sales	0	0	N/A	0	0	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
<b>Total Revenues</b>	<b>0</b>	<b>5</b>	<b>(100.0)</b>	<b>(0)</b>	<b>10</b>	<b>(10)</b>	<b>1,187</b>	<b>1,187</b>
<b>Expenditures</b>								
Salaries	6	7	12.4	11	9	(2)	84	84
Benefits	1	2	27.3	4	4	(0)	26	26
Purchased Services	3	7	55.7	14	19	5	20	70
Supplies & Materials	10	0	N/A	10	3	(7)	33	73
Chargebacks	0	0	N/A	0	0	(0)	0	0
Capital Expenditures	152	395	61.4	152	395	243	5,068	4,975
Debt Service	0	0	N/A	0	0	(0)	0	0
Other	1	1	(10.0)	4	4	(0)	8	10
<b>Total Expenditures</b>	<b>174</b>	<b>412</b>	<b>57.8</b>	<b>196</b>	<b>434</b>	<b>238</b>	<b>5,238</b>	<b>5,238</b>
Transfers In (Out)	0	0	N/A	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$174)</b>	<b>(\$407)</b>	<b>57.3</b>	<b>(\$196)</b>	<b>(\$424)</b>	<b>\$228</b>	<b>(\$4,051)</b>	<b>(\$4,051)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%			
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$18,010	\$18,010	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	
Other Local Revenues	0	0	N/A	0	0	N/A	0	0	
State Sources	357	325	9.9	357	496	(139)	1,960	1,960	
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0	
Federal Direct Aids	0	0	N/A	0	503	(503)	970	970	
Local Sales	0	0	N/A	0	0	N/A	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	
<b>Total Revenues</b>	<b>357</b>	<b>325</b>	<b>9.9</b>	<b>357</b>	<b>999</b>	<b>(642)</b>	<b>20,940</b>	<b>20,940</b>	<b>(64.3)</b>
<b>Expenditures</b>									
Salaries	0	0	N/A	0	0	N/A	0	0	
Benefits	0	0	N/A	0	0	N/A	0	0	
Purchased Services	0	0	N/A	0	0	N/A	0	0	
Supplies & Materials	0	0	N/A	0	0	N/A	0	0	
Chargebacks	0	0	N/A	0	0	N/A	0	0	
Capital Expenditures	0	0	N/A	0	0	N/A	0	0	
Debt Service	3	8	56.9	5,222	4,920	(302)	20,910	20,910	(6.1)
Other	0	0	N/A	0	0	N/A	0	0	
<b>Total Expenditures</b>	<b>3</b>	<b>8</b>	<b>56.9</b>	<b>5,222</b>	<b>4,920</b>	<b>(302)</b>	<b>20,910</b>	<b>20,910</b>	<b>(6.1)</b>
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	
<b>Operating Excess (Deficit)</b>	<b>\$354</b>	<b>\$317</b>	<b>11.5</b>	<b>(\$4,865)</b>	<b>(\$3,921)</b>	<b>(\$944)</b>	<b>\$29</b>	<b>\$29</b>	<b>(24.1)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Lewy	0	1	(100.0)	0	1	(100.0)	20	20
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	0	(1)	100.0	0	0	N/A	170	170
State Sources	0	0	N/A	0	0	N/A	0	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	0	0	N/A	0	1	(100.0)	190	190
<u>Expenditures</u>								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	200	200
Purchased Services	0	0	N/A	0	0	N/A	0	0
Supplies & Materials	0	0	N/A	0	0	N/A	0	0
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	0	0	N/A	0	0
Total Expenditures	0	0	N/A	0	0	N/A	200	200
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	N/A	\$0	\$1	(100.0)	(\$10)	(\$10)



STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0
Interest	0	0	N/A	0	0	N/A	4	4
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	588	588
Other Local Revenues	0	0	N/A	0	0	N/A	229	229
State Sources	0	0	N/A	0	0	N/A	0	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	0	0	N/A	542	542
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	0	0	N/A	0	0	N/A	1,362	1,362
<u>Expenditures</u>								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	0	0
Purchased Services	0	0	N/A	0	0	N/A	805	805
Supplies & Materials	0	0	N/A	0	0	N/A	522	522
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	0	0	N/A	35	35
Total Expenditures	0	0	N/A	0	0	N/A	1,362	1,362
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	N/A	\$0	\$0	N/A	(\$0)	(\$0)





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 08/31/2015**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
08/14/2015	V79764	DULUTH FEDERATION OF TEA	23,210.85
08/14/2015	V107231	DULUTH TEACHERS CREDIT	7,552.67
08/14/2015	V106637	EBC - FLEX EFT	9,524.07
08/14/2015	V106636	EBC - TSA EFT	76,058.25
08/14/2015	V108869	EMPOWER RETIREMENT FOR MSRS	462,048.54
08/14/2015	V102915	FEDERAL 941 PR TAXES	487,783.69
08/14/2015	V108066	MG TRUST	86,762.68
08/14/2015	V05173	MN CHILD SUPPORT EFT	1,895.17
08/14/2015	V108320	MN DEPT OF REVENUE EFT	202.17
08/14/2015	V102916	MN STATE PR TAXES	82,772.55
08/14/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	44,442.50
08/14/2015	V108783	TEACHERS RETIREMENT ASSOC EFT	248,104.02
08/14/2015	V79704	U S BANK - PY DIRECT DEPOSIT	1,215,980.64
08/28/2015	V79764	DULUTH FEDERATION OF TEA	23,210.85
08/28/2015	V107231	DULUTH TEACHERS CREDIT	7,502.67
08/28/2015	V106637	EBC - FLEX EFT	9,666.93
08/28/2015	V106636	EBC - TSA EFT	76,072.71
08/28/2015	V108869	EMPOWER RETIREMENT FOR MSRS	13,854.17
08/28/2015	V102915	FEDERAL 941 PR TAXES	505,767.71
08/28/2015	V108066	MG TRUST	79,400.60
08/28/2015	V05173	MN CHILD SUPPORT EFT	1,987.49
08/28/2015	V108320	MN DEPT OF REVENUE EFT	421.01
08/28/2015	V102916	MN STATE PR TAXES	86,087.96
08/28/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	49,474.94
08/28/2015	V108783	TEACHERS RETIREMENT ASSOC EFT	252,065.80
08/28/2015	V79704	U S BANK - PY DIRECT DEPOSIT	1,254,059.50
08/31/2015	V106737	ASSOCIATED BANK (EFT)	804,392.51
08/31/2015	V106638	PEIP - HLTH EFT	1,157,805.20
08/31/2015	V80030	DELTA DENTAL PLAN OF MN(EFT)	71,022.07
08/31/2015	V104923	HARRIS BANK	16,632.49
08/31/2015	V05246	MN UI FUND EFT	1,394.44
			7,157,156.85

**ISD 709 – Duluth Public Schools  
GF Investment Activity for FY 2016  
As of August 31, 2015**

**Beginning Investment Balance** (July 31, 2015): \$ **7,593,775.51**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
08/03	MN Trust Term Series	PMA	01/26/16	0.15%	\$ 1,000,000.00
08/21	Citizens State Bk of Ont (MI)	MBS	12/21/15	0.20%	249,000.00

**Total Purchases \$ 1,249,000.00**

**Deduct Maturities/Calls/Sales:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
08/07	MN Trust Term Series	PMA	08/07/15	0.10%	\$ 1,000,000.00

**Total Maturities \$ 1,000,000.00**

**Other items:**

Add:	Money Market Funds Interest	\$ 154.89
	Beginning Value Adjustment	0.00
	Other Interest/Cash Balance on Account	484.74
Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	0.00

**Total Other \$ 639.63**

**Ending Investment Balance** (August 31, 2015) \$ **7,843,415.14**

Note: Ending Investment Balance as of August 31, 2014 was \$9,005,260.10

**Duluth Public Schools-ISD 709**  
**APU / PU Projection Report - FY 2016**  
**October 2015**

						<b>PRELIMINARY</b>
						<b>EOY APU 1415</b>
<b>October Enrollment</b>						
<b>Grade Levels</b>	<b>Oct Enrollment</b>	<b>Progression to PU</b>	<b>Projected PU</b>	<b>PUW</b>	<b>Projected APU</b>	
KG	560	0.9818356487652	549.83	1.00	549.83	<b>626.15</b>
HK	64	1.2311331285202	78.79	1.00	78.79	<b>66.48</b>
Gr 1-3	1952	0.9875641917862	1927.73	1.00	1927.73	<b>1963.20</b>
Gr 4-6	1774	0.9800242806260	1738.56	1.00	1738.56	<b>1769.81</b>
Gr 7-8	1130	0.9639578701298	1089.27	1.20	1307.13	<b>1364.59</b>
Gr 9-12	2885.5	0.9155777842214	2641.90	1.20	3170.28	<b>3151.04</b>
<b>Sub-Total</b>	8365.5				<b>8772.32</b>	<b>8941.28</b>
<b>Other APU Generators</b>						
	<b>Oct Enrollment</b>	<b>Progression to PU</b>	<b>Projected PU</b>	<b>PUW</b>	<b>Projected APU</b>	
<b>Early Childhood</b>	186	0.481031959	89.47	1.000	<b>89.47</b>	<b>92.96</b>
12-13	344	184	91.75			
13-14	368	188	83.09			
14-15	353	185	92.96			
15-16*		186	89.47			
<b>Resident Tuition**</b>						
12-13		48.46				
13-14		36.47				
14-15		32.75				
15-16*		39.23				
<b>ALC**</b>						
12-13		273.97				
13-14		237.86				
14-15		278.15				
15-16*		263.33				
<b>Projected Total APU</b>					<b>8861.79</b>	<b>9034.24</b>
<b>Budgeted APU</b>					8945.50	
<b>Net</b>					-83.71	

\* Projected

\*\* Included in Grade level projections



**REVISED RENEWAL CALCULATION  
36 MONTH CONTRACT**

Group Name: Duluth ISD #709  
 Group Number: 000694 & 000695  
 Renewal Period: January 1, 2016 through December 31, 2018  
 Experience Period: July 1, 2014 through June 30, 2015

Paid Claims:	Employee	\$571,271
	Dependent	\$125,453
	<b>Total</b>	<b>\$696,724</b>

Average Experience Period Enrollment:	Single	1,553
	Family	220
	<b>Total</b>	<b>1,773</b>

Trend Factor: 5.30%  
 Trend is calculated from the mid-point of the experience period to the midpoint of the renewal period using the following trend factors:  
 3.50% in 2013 & 2014  
 3.50% in 2015

Benefit Adjustment Factor (BAF): 0.00%  
 Benefit Adjustment Factor is needed if any benefit changes are proposed for the upcoming contract period.

Projected Paid Claims (Annualized Paid Claims \* (1+Trend Factor) \* (1+BAF)):

	Total	Enrollment	PEPM
Employee:	\$601,524	1,773	\$28.27
Dependent:	\$132,097	220	\$50.04
<b>Total:</b>	<b>\$733,620</b>		

Proposed ASO Fee (per employee per month): \$2.64  
 This is a change to the current ASO fee of: 3.5%

Equivalency Rates:	Claims	ASO	Total
	Cost	Fee	Rate
Single	\$28.27	\$2.64	\$30.91
Family	\$78.31	\$2.64	\$80.95

*Revised Renewal calculation changes increase in ASO fee to 3.5%.  
 The projected claims and equivalency rates reflect the first 12 months of the 36 month contract period: 1/1/16 through 12/31/18.*

*Delta reserves the right to re-evaluate the fee and restrict funding options if during the contract period:*

- \* the number of enrolled employees deviates from the above enrollment by 10% or more
- \* any changes are made to the plan design, contractual benefits or networks that are utilized.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16th day of September 2015 by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 16, 2015, and shall remain in effect until June 16, 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.** (see attachment)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$36,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis. This invoice must be submitted within 10 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under

WCH

the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Head Start, ISD 709, 2102 N. Blackman Avenue, Duluth, MN 55811. 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 3929 Rockview Ct. Duluth, MN 55804.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Insurance.** (If applicable)

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR


Chair

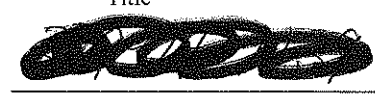
Mary Ann Marchel  
Name

Clerk

Mental Health Consultant  
Title

Program Director



  
Taxpayer Identification Number

Director of Budget and Finance

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th day of September, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 8, 2015, and shall remain in effect until June 10, 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.** Provide mental health consultative services for ISD 709 Duluth Early Childhood Family Education First Year Program. Scope of services to include observe children, consult with staff and parents as part of a collaborative team supporting families on a variety of mental health related issues.
3. **Background Check.** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4,500.00 at the rate of \$ 50.00 per hour. 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 Duluth Community Education, 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 3929 Rockview Ct.; Duluth, MN 55804 (mailing address including Zip Code).

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_

Mary Ann Marchel, Ph. D., LGSW,  
IMH IV

Chair

Title

*M. A. Marchel, 9/29/15*

Clerk

Title



Program Director

Taxpayer Identification Number

*W. C. Hanson* 9/30/15  
Director of Business Service

## Duluth Head Start Mental Health Services

The Purpose of Duluth Head Start Mental Health Services is to promote social and emotional learning and well being for children, families and staff.

Duluth Head Start Mental Health services and activities will:

- A. Support children in developing the capacity to
  - Form close and secure relationships
  - Experience, regulate and express emotions
  - Explore the environment and learn.
- B. Support families in their work of increasing their children's capacity for social/emotional learning.
- C. Support all staff in their work of increasing each child's capacity for social/emotional learning.

The goals of these services are to:

- A. Provide mental health services to all enrolled students.
  - Screen 100% of students with the Ages and Stages: Social/emotional Questionnaire
  - Identify all students who have elevated ASQ:SE scores, who have social/emotional/behavioral concerns in the classroom, and/or whose parents/caregivers have indicated a concern.
  - Provide professional social/emotional/behavioral observation for identified students by a mental health consultant.
  - Provide classroom resources and interventions as indicated.
- B. Provide supportive mental health services to families.
  - Share information on the development of social emotional skills.
  - Offer reflection opportunities for parents around the issues of parenting.
  - Provide consultation for meeting the social/emotional needs of their children.
  - Offer and facilitate referral to community resources.
- C. Provide supportive mental health services to staff.
  - Provide in-service training to enrich a social/emotional knowledge base.
  - Provide reflective consultation to assure quality services to children and families.
  - Do classroom observation in response to teacher and/or parent referral.
  - Provide consultation for individualized classroom intervention.
  - Provide coaching to implement individual intervention.

## Organizational Mission

While mandated by Federal Standards, the definition of an organization's philosophy regarding social and emotional health requires specific attention and financial consideration by each organization. The social and emotional health mission should be a clear statement of the reason that services for social and emotional health exists – who is served, what is provided, and for what outcomes. Each component of the mission must be: informed by organizational definitions and values; supported at all levels of the organization; and fully integrated into program services.

### Action Steps:

1. Engage in a process to develop an organizational mission statement (who, what and why) with regard to social and emotional health.
  - a. Support leadership in creating ownership and dedication to the social and emotional mission of the organization.
  - b. Provide opportunities for all staff to explore personal and professional reactions and understandings of mental health and mental health services.
  - c. Establish mental health needs of population served and employed.
  - d. Systematically establish range and type of services indicated by mission.
  - e. Establish global measurable outcomes associated with social/emotional mission statement.
2. Define services required to fulfill social/emotional health mission.
  - a. Define which services necessary to reach outcomes are to be administered within the program.
  - b. Create mental health service plan to actualize mission.
  - c. Evaluate the capacities of leadership and staff to fulfill elements of the mission.
  - d. Determine mentoring, supervision and training needs of leadership staff to fulfill elements of mission.
  - e. Establish measurable outcomes associated with social/emotional services with regard to mission statement.
3. Determine financial strategies and allocation of dollars necessary to reach social/emotional health mission.
  - a. Calculate the cost of mental health services to be provided within organization.
  - b. Determine partnerships, current and future, necessary to meet outcomes of mission statement.
  - c. Develop funding scenarios and grant applications necessary to meet in-house service options.
  - d. Create financial plan for evaluation.
4. Communicate social and emotional health mission to children, parents, staff and community.
  - a. Establish sustainable pathways for engaging staff and families and promoting social and emotional health mission.
  - b. Communicate directly to children, family and staff what to expect with regard to social and emotional health.

- c. Create protocol with regard to issues of confidentiality across all levels of service.

After developing the mission statement with actualization plan with associated measurable outcomes, the organization will be better able to determine the current and future capacities of organization in providing services: to children; parent-child dyads & families; and parents.

5. Evaluate services for parents and families that meet the SE mission.
  - a. Define SE outcomes for parents, families and parent-child dyads.
  - b. Distinguish between advocacy, parent education, mentoring, dyadic therapy, mental health consultation, and adult mental health treatment.
  - c. Determine adequacy of current services and staff capacities to meet stated mission and outcomes.
  - d. Consider integration of screening, diagnosis, and best-practice mental health services for common SE problems experienced by parents of young children (e.g. post-partum depression).
  - e. Develop protocol for referral and treatment
  - f. Consider integration of best-practice services to enhance success of parent-child relationships (Incredible Years for HS families; Parent-Infant therapy for EHS families).
  - g. Establish methods of communicating and sustaining services for parents, families and parent-child dyads.
    - 1.
6. Define mental health screening, assessment, diagnosis, and mental health treatment.
  - a. Distinguish between disability services, parent education, advocacy, mental health consultation, and mental health treatment services
  - b. Define SE outcomes for children
  - c. Create curriculum and classroom structure, which supports SE outcomes
  - d. Evaluate staff supervision/mentoring/ training needs
  - e. Build parental awareness and partnership

### Mental Health Consultant

It is important to keep in mind that one person may not fulfill all goals and that contracting with more than one Mental Health Consultant may better achieve goals.

### Qualifications to consider:

1. Experience working with infants, toddlers and parents.
2. Experience working with young children, birth to age 6.
3. Experience working in a consultative role with early education organizations.
4. Experience working in direct services with young children with mental health diagnoses.
5. Experience with program development, guidance and administrative consultation.
6. Experience in training administrators and staff.
7. Cultural and/or linguistic competency as determined by the families served.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16th day of September 2015 by and between Independent School District #709, a public corporation, hereinafter called District, and Krista Harju an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 16, 2015, and shall remain in effect until June 16, 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.** (see attachment)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$36,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis. This invoice must be submitted within 10 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

WCH

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Head Start, ISD 709, 2102 N. Blackman Avenue, Duluth, MN 55811. 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 5870 Highway 2, Duluth MN 55810

9. **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.

10. **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.

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14. **Insurance.** (If applicable)

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name

*Krista Harju*

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Title

*Mental Health Consultant*

*Jonathan Ben*  
\_\_\_\_\_  
Program Director

~~XXXXXXXXXX~~  
\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
Director of Budget and Finance

## Duluth Head Start Mental Health Services

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Duluth Head Start Mental Health services and activities will:

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4. Experience working in direct services with young children with mental health diagnoses.
5. Experience with program development, guidance and administrative consultation.
6. Experience in training administrators and staff.
7. Cultural and/or linguistic competency as determined by the families served.

# Memorandum

**To:** School Board

**From:** Kerry M. Leider



**Date:** October 13, 2015

**Re:** Quote #4171 – First Amendment to the Agreement for Refuse Removal and Recycling Services Documenting the Name Change from Nordic Waste Services to Waste Management of Minnesota

Quote #4171- District-wide Refuse Removal and Recycling Services was approved by the School Board on May 20, 2014 with the option to extend for two additional one-year periods if the amount was determined to be acceptable by the Director of Business Services and the Property and Risk Manager. The District is currently in the second year of this agreement effective July 1, 2015.

Attached please find the Amendment to the Agreement with Nordic Waste Services for the district-wide refuse removal and recycling services contract documenting the name change from Nordic Waste Services to Waste Management of Minnesota and confirming all other terms and conditions of the original Agreement remain unchanged and in full force and effect.

I am recommending approval of this Amendment to the Agreement documenting the name change to Waste Management of Minnesota and confirming all other terms are unchanged and in full force and effect.

Attachment

**FIRST AMENDMENT  
TO AGREEMENT**

THIS AMENDMENT TO AGREEMENT (“this first amendment”) is made as of the 1<sup>st</sup> day of August, 2015 between INDEPENDENT SCHOOL DISTRICT #709, and WASTE MANAGEMENT OF MINNESOTA.

RECITALS

- A. WHEREAS, ISD #709, a public corporation hereinafter called District, entered into an agreement with Nordic Waste Services on May 27, 2014 to perform the District-Wide Refuse Removal and Recycling Services per Quote #4171 covering the period from July 1, 2014 through June 30, 2015, with the option to extend for two additional one-year periods; and
- B. WHEREAS, the first renewal extension covering the period from July 1, 2015 through June 30, 2016 was fully executed between the District and Nordic Waste; and
- C. WHEREAS, Waste Management of Minnesota, an independent contractor, hereinafter called Contractor purchased Nordic Waste Services effective August 1, 2015 acquiring all interests including service contracts held in the name of Nordic Waste; and
- D. WHEREAS, this Amendment documents the name change to Waste Management of Minnesota; and
- E. WHEREAS, all notices to be given by District to Contractor shall be deemed to have been given by delivering the same in writing in the United States Mail care of Waste Management of Minnesota, 3101 West Superior Street, Duluth, MN 55806; and
- F. WHEREAS, all other terms and conditions of the original Agreement shall remain unchanged and in full force and effect and are ratified and confirmed in all.

**IN WITNESS WHEREOF**, the parties have signed this First Amendment to the Agreement as of the date above first written.

INDEPENDENT SCHOOL DISTRICT NO. 709

WASTE MANAGEMENT OF MINNESOTA

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

*Jeanine Peterson*  
\_\_\_\_\_  
By

*Territory Manager*  
\_\_\_\_\_  
Title

*36-2698820*  
\_\_\_\_\_  
Taxpayer Identification Number

RESOLUTION  
Acceptance of Donations to Duluth Public Schools

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

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

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

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

<b>DONATIONS</b>			
<b>SCHOOL</b>	<b>DONOR</b>	<b>RESTRICTION</b>	<b>AMOUNT</b>
East High	Jonathan/Karen Sande	Music Dept	1,000.00
East High	First Associated Investment Advisors Teberg Fund		100.00
East High	Randy/Cynthia Correll	Green Club	50.00
East High	Randy/Cynthia Correll	Math Dept.	50.00
East High	Society for Science & the Public		1,000.00
East High	CenturyLink Clarke M Williams Found.	Robotics	500.00
East High	Susan Verner	Robotics	300.00
East High	Lahti Foundation	Robotics	5,000.00
East High	Susan Verner	Robotics	300.00
East High	Wayne Holmberg	Robotics	100.00
East High	Lakewalk Surgery Center	Robotics	500.00
East High	Amanda/Nathan Bruno	Robotics	100.00
East High	Kathrynne Dryke, DDS	Exec Board	200.00
East High	Relf EyeCare Specialists, PA	Exec Board	50.00
East High	At Sara's Table	Exec Board	100.00
East High	Lakewalk Brewery & Café Co.	Exec Board	300.00
Denfeld High	Rondi Erickson	Speech	300.00
Denfeld High	Ordean Foundation	Speech	1,000.00
Denfeld High	Fred T. Friedman	Speech	150.00
Denfeld High	Kay Biga	Speech	100.00
Denfeld High	Susan Stanich	Robotics	50.00
Denfeld High	Walmart	Speech	300.00
Homecroft	Tom/Theresa Pearson	Chromebook Acct	30.00
Homecroft	Susan Anderson	Chromebook Acct	50.00
Homecroft	Brian/Sandra Asker	Chromebook Acct	20.00
Homecroft	William/Anne Leino	Chromebook Acct	10.00
Homecroft	Adam/Michaela Kent	Chromebook Acct	10.00
Homecroft	Peter Grundt	Chromebook Acct	30.00
Homecroft	Anonymous	Chromebook Acct	140.00
Homecroft	Kathrynne Dryke, DDS	Chromebook Acct	400.00
Homecroft	David/Amber Sadowski	Chromebook Acct	40.00
Homecroft	Anonymous	Chromebook Acct	102.00
		TOTAL	12,382.00

**RESOLUTION**

Authorizing a Joint Powers Agreement with the  
State of Minnesota/Perpich Center for Arts 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 between the State of Minnesota/Perpich Center for Arts Education and ISD 709 attached hereto is hereby approved.



## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Executive Director of the Perpich Center for Arts Education ("State") and Duluth Public Schools ISD 0709, 215 North 1<sup>st</sup> Avenue East, Duluth Minnesota 55802 ("Governmental Unit").

### 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 high quality, professional development opportunities in the arts for Minnesota K-12 educators, teach artists students and administrators for the improvement of education statewide. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this Joint Powers Agreement to the satisfaction of the State.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** November 1, 2015, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

##### Governmental Unit Responsibilities

##### **Duluth Public Schools ISD 0709 will:**

- Serve as a regional site providing arts education and professional development experiences that serve its regional area
- Build relationships with regional organizations, stakeholders and district leadership
- Provide professional development experiences to develop curriculum, alignment, and assessment
- Operate Regional Conferences including workshops of all 5 art areas for specialists & generalists
- Practice & implement best practice and/or pedagogy in arts education in collaboration with Perpich Agency Outreach staff
- Increase teaching and learning opportunities for teachers and students throughout the state
- Expand the public awareness of the impact of arts education and strengthen partnerships statewide
- Respond promptly and efficiently to emerging or changing needs
- Promote better statewide distribution of funds and professionals
- Complete necessary paper work, gather media release forms and report on progress and budget as requested
- Electronically document project process and products, including completed plans and examples of work, on a timely basis
- Participate in project evaluation(s) upon request

**Funding for Project Coordination and implementation of professional development can include:**

- Substitute teacher costs during workshops
- Travel expenses within the state of Minnesota (lodging when necessary, mileage, meals)
- Honorariums for workshop days
- Up to .3FTE for coordination of the Regional Center programming and outreach
- Substitute teacher costs for planning and co-teaching days, and honorarium funds for work (planning, reflecting, coordinating) outside contract hours
- Acceptable funds for personnel include contracts with community and teaching artists, guest speakers, or specialized professional development personnel.

**Expenditures not appropriate for project funds**

- Capital improvements or construction, purchase of capital equipment, real property or endowments
- Permanent significant purchases such as a piano
- Costs associated with fundraising events
- Programs designed for a specific school or schools within only your district do not meet program parameters.
- Funds cannot be used for school field trips.
- We do not cover expenses for administrative support.
- Activities that engage in political lobbying, serve the religious socialization of participants or discriminate against persons or groups

State/Agency Responsibilities**The State will:**

- Require submission of plans from the regional site and its team
- Require an annual written report on use of funds from the governmental unit
- Provide guidance on use of funds
- Monitor the use of funds via the annual report required from the governmental unit to ensure funds are used for purposes outlined above

**This agreement provides reimbursement from the State to the Governmental Unit for:**

Coordinator/team member stipends (not to exceed Subtotal = \$30,000.00)

Intervention Arts (Subtotal = \$6,000.00)

Miscellaneous regional projects (Subtotal - \$8,000.00)

**3 Payment****3.1 Consideration.** As outlined above:

- a) *Compensation.* The State will pay the Governmental Unit up to \$44,000.00 (forty four thousand dollars and zero cents)
- b) *Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the governmental unit as a result of this agreement will not exceed \$0.00 (zero dollars and zero cents); provided that the Governmental Unit will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated into this document 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.
- c) *Total Obligation.* The total obligation of the State under this agreement will not exceed \$44,000.00 (forty four thousand dollars and zero cents)

**3.2 Payment**

a) *Invoices.* Payments will be made upon submission of invoices following the schedule outlined here:

Disbursement terms-

- \$33,000.00 (thirty three thousand dollars and zero cents) within 30 (thirty) days of agreement execution and receipt of invoice
- \$11,000.00 (eleven thousand dollars and zero cents) upon receipt of invoice and acceptance of annual report, and year-end budget report due June 30, 2016.

This agreement provides reimbursement only. If the Governmental Unit has excess funds remaining from the payment schedule, the Governmental Unit will return excess funds, if any, to the State within thirty (30) calendar days.

**4 Authorized Representatives**

The State's Authorized Representative is Susan H. Mackert, Executive Director, Perpich Center for Arts Education, 6125 Olson Memorial Highway, Golden Valley MN 55422, tel. 763.2790.4160, or his/her successor.

The Governmental Unit's Authorized Representative is William Hanson – Financial Officer, Duluth Public Schools ISD 0709, 215 North 1<sup>st</sup> Avenue East, Duluth Minnesota 55802, tel. 218.336.8704, or his/her successor.

**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 Audits**

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.

**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/EVerifySubCertForm.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: [Signature]

Date: 10/16/15

CFMS Contract No. A- 116A25

**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

## RESOLUTION

### Authorizing the Sale of the Rockridge Elementary School Property

WHEREAS, the School Board by Resolution B-6-07-2452 adopted a Long-range Facilities Plan for the District, and therein also directed the District's administrative staff to commence with the disposition of certain non-school sites including the Rockridge School property; and

WHEREAS, said property will no longer be used for purposes set forth in Minnesota Statute Section 123B.51; and

WHEREAS, there are recent changes to the zoning relating to this property that have created conditions for this property to be subdivided and sold as separate parcels.

NOW, THEREFORE, BE IT RESOLVED the School Board of ISD 709, Duluth Minnesota hereby authorizes the sale of real property described on EXHIBIT A attached hereto, and

BE IT FURTHER RESOLVED the School Board authorizes District Administration to negotiate with prospective buyers the terms of sale for all property or portions of subject property as long as the terms for sale are consistent with parameters agreed by the board in Executive Closed Session on October 12, 2015, and the School Board Chair is authorized to execute purchase agreements and all other documents required for closing sale transactions.

## Exhibit A

Lot 9, Block 1, LAKESIDE GARDENS ADDITION TO DULUTH, not including the  
Northerly 33 feet of vacated Norwood Street abutting thereon and attaching thereto upon the  
Vacation of said Norwood Street on November 9, 1964.

AND

Lots 10, 11, 12, 13, and 14, Block 1, LAKESIDE GARDENS ADDITION TO DULUTH

Expenditure Contracts Signed – September 2015

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

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Tara Frisbie	\$6,600.00	Child Nutr	Nutritional Menu Analysis
Sarah Agaton Howes	2,500.00	Indian Ed	Ojibwe Language/Cultural Activities
Jessica Vargason	12,000.00	Head Start	Nutritionist/Dietician
DECC	2,000.00	General	East High Hockey Game
MnSCU	800.00	General	Field Usage
State of MN	5,720.00	ABE	Training
Phyllis Hauck	8,000.00	Spec Serv	Vision Services
James Arroyo Miller	200.00	OEE	SPIRIT Program Facilitator
Sarah Jane Arroyo Miller	200.00	OEE	SPIRIT Program Facilitator
Tang Xiong	200.00	OEE	SPIRIT Program Facilitator
EdSights LLC	19,000.00	General	Coaching Model at Lincoln Park
Youth Frontiers	2,945.00	General	Respect Retreat
John K. Hoban	12,810.00	General	HVAC Temporary Support
Lipe Brothers Construction	2,224.00	Facilities	Furnish & Install Door in Partition at Lakewood
Classie Dudley	300.00	OEE	SPIRIT Program Facilitator
Matheny Therapy & Consulting, LLC	3,000.00	Title	Trauma Informed Staff Training

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12<sup>th</sup>, day of October, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Tara Frisbie, R.D., an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 12, 2015, and shall remain in effect until June 30, 2015, 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.** Work with Child Nutrition on nutritional menu analysis, menu compliance and special diet menus.
3. **Background Check.** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up at a rate of \$22.00 per hour not to exceed \$6,600. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of \_\_\_\_\_, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail \_\_\_\_\_ (mailing address including Zip Code).

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

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

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

14. **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:

18. **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.

19. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

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

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

*WCHanson*  
\_\_\_\_\_  
Director of Business Service

*9/30/15*

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11th day of September 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and ~~Joe~~ *SARAH AGATO* ~~Bruce~~, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 09/11/2015, and shall remain in effect until 6/30/16, 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.** Sarah Agaton Howes will be on contract to provide Ojibwe language and culturally based activities for Duluth Public Schools through the American Indian Education Department.
3. **Background Check .** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2500.00 Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Sarah Agaton Howes

124 S Northrup Rd. Duluth MN 55802

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

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

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

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

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

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

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

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

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


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

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


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

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

9/14/15  
Date

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

9/11/15  
Date

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

9/14/15  
Date

*W. C. Hanson*

Director of Business Service / Superintendent of Schools

*9/30/15*

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **28<sup>th</sup> day of August, 2015**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jessica Vargason**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **August 28, 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.** Please see attached job description.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at the rate of **\$27.00 per hour up to a sum not to exceed \$12,000**. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Pam Rees, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH HEAD START

CONTRACTOR

\_\_\_\_\_  
Chair

Jessica Vargason  
Title

\_\_\_\_\_  
Clerk

Jessica Vargason  
Title

  
Program Director

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

  
Director of Business Service

**DULUTH HEAD START  
JOB DESCRIPTION**

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

**IMMEDIATE SUPERVISOR:** Head Start Director

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

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

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

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

**DUTIES AND RESPONSIBILITIES:**

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

Consult with the Health & Nutrition Services Coordinator

Review all child files for dietary and nutritional needs;

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

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

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

Monitor food safety practices;

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

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

Monitor and coordinate oral health activities in the program

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

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

Coordinate and provide nutrition education at parent meetings;

Consult with teachers regarding concerns about children's eating;

Update and revise nutrition area of the program plan;

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

Member of Head Start Health Advisory Committee;

Other duties as assigned by supervisor.

**DULUTH ENTERTAINMENT CONVENTION CENTER  
RENTAL AGREEMENT**

*THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY*

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **Duluth East High School**  
(hereinafter referred to as the "Permittee")

Address: **301 North 40<sup>th</sup> Avenue East; Duluth, MN 55804**

Telephone: **218-336-8845**

Contact Name: **Shawn Roed**

For the Sole Purpose of: **Duluth East Boys vs. Marshall, One Game**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

**December 16, 2015** (Wednesday)

**AMSOIL Arena**

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

**\$2,000.00 (Two Thousand Dollars and no cents) Building and Ice Rental**

**Plus the following:**

**DECC Ushers and Security**

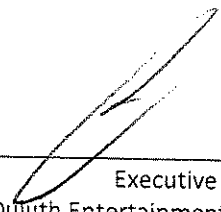
2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.



7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a **smoke free building**. We request that *only designated outside areas* be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 12<sup>th</sup> day of February, 2015

DULUTH ENTERTAINMENT CONVENTION CENTER

By:   
Executive Director  
Duluth Entertainment Convention Center  
(DECC)

   
Permittee Signature

SHANNON - AD      CFO  
Permittee Title

3/16/15      9/4/15  
Date

ALSO  
SIGNED BY KEVIN SAGDEN  
@ D. MARSHALL

DRAFT

(Provided by Department of Administration)

## STATE OF MINNESOTA INCOME CONTRACT

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

### Recitals

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

### Contract

#### 1 Term of Contract

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

#### 2 State's Duties

The State will:

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

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

#### 3 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:  
\$22/hr. \* (up to) 260 hours

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$5270.

#### 4 Authorized Representatives

The State's Authorized Representative is:

Dave Niemann  
Director of Employment Programs  
DEED  
332 Minnesota St., Suite E200  
St. Paul, MN 55101  
651.259.7583  
Or his successor.

The Purchaser's Authorized Representative is

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

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

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

**6 Liability**

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

**7 Government Data Practices**

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

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

**8 Publicity**

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

**9 Audit**

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

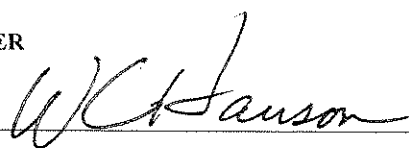
**10 Governing Law, Jurisdiction, and Venue**

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

**11 Termination**

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

**1. PURCHASER**

Signature:   
 By: William Hanson  
 Title: CFO/ISD 709  
 Date: 9/10/15

**2. STATE AGENCY**

Signature: \_\_\_\_\_  
 By: David Niemann  
 (with delegated authority)  
 Title: Director of Employment Programs, DEED  
 Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
As delegated to Materials Management Division

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

**COMMUNITY GRANT AGREEMENT**  
**LCTS FUNDING**

THIS AGREEMENT, by and between **THE GOVERNING BOARD OF THE FAMILY SERVICE COLLABORATIVE- southern St. Louis County**, 1701 N. 9<sup>th</sup> Avenue, Virginia, MN 55792 (hereinafter referred to as "Governing Board") and **Duluth Public Schools Early Childhood Programs**, (hereinafter referred to as "Provider").

WITNESSETH:

WHEREAS, the Governing Board administers the Local Collaborative Time Study (LCTS) and receives reimbursement from the federal government **for the purpose of expanding prevention and early intervention services to families and children;**

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Governing Board and the Provider agree as follows:

1. Services to be Provided and Effective Dates of Service  
A. The Governing Board agrees to purchase and the Provider agrees to furnish the following services, as part of the Collaborative Service Program:

**EARLY CHILDHOOD MENTAL HEALTH &  
STAFF TRAINING IN CIRCLES OF SECURITY**

- B. The effective dates of this agreement will be from October 2015 – May 2016

2. Cost of Services:  
Total reimbursement for the project shall not exceed: \$19,688

3. Conditions of the Parties Obligations  
A. Reporting: The Provider will provide a final report to the Governing Board. This report will include a fiscal report detailing expenditures and a narrative report on progress and outcomes achieved. These reports will be provided to the Director at project completion as requested.  
B. Outcomes: The Provider agrees to track the identified outcomes, indicators and target goals during the period of this Agreement

4. Cancellation, Default and Remedy  
A. This Agreement shall continue in effect until terminated by either party, with 30 days advance, written notice.  
B. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.  
C. In the event of cancellation of this contract, the Provider will return to the Collaborative the balance of funds received and not expended.

In WITNESS WHEREOF, the parties have executed this Agreement.

Name: *Demetrius M. Beer* Name: *Edu Can*  
Head Start Director-Duluth Public Schools Family Services Collaborative  
*W. C. Hanson 9/14/15*  
Date: *July 30, 2015* Date: *7-28-2015*

## FSCSSLC GRANT APPLICATION BUDGET WORKSHEET

1. COS 8 hours a month for 8 months to do 2 groups a month for 1 MH consultant at \$57.00 per hour=**\$3648**.

22 staff @ \$22.00 per hour for 2 hours per month for 8 months = **\$7744**.

2. MORE MH TIME 4 hours a month for 8 months at \$50. Per hour for SR/ECFE/CE= **\$1600**.

MORE MH TIME FOR HS 4 hours a week for 33 weeks at \$50. Per hour =**\$6600**.

### DISTRICT CONTRIBUTION

**\$1100**. District services to administer the grant funds for the grant period. Is for Chris, Susan and Sharie. I combined their costs at 1%.

**\$22,572**. Current Mental Health Consultant budget for 2015-2016 for Head Start only.

**\$750**. Oversight of Circle of Security participants and Mental Health consultants. This is 1% of my costs.

**Total- \$44,014.**

**FCS-\$19,592.**

**ECH-\$24,422.**

**CONTRACT FOR (Special Education Services by a Teacher licensed in the area of  
Blind/Visually Impaired) VISION SERVICES**

This Agreement, made and effective as of the 1<sup>st</sup> day of September 2015 by and between Independent School District #70~~7~~, Duluth Public Schools, hereinafter referred to as "School District", and Phyllis Hauck, a special ed teacher licensed in the area of Blind/Visually Impaired, hereinafter referred to as "Provider."

**RECITALS**

The parties hereto recite and declare as follows:

1. School District has a need and desire to obtain vision services in conjunction with its programs and sites.
2. School District desires to contract with Provider, as an independent contractor, to perform the work and provide the services deemed to be required or necessary.
3. Provider desires to enter into a contract with School District to perform the work and/or provide the services deemed necessary or required.
4. Provider has the capability and interest to provide the needed services to School District.

Now, therefore, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree, as follows:

I. Term and Duration

This agreement shall be for one year commencing the 1<sup>st</sup> day of September 2015, through the 30<sup>th</sup> day of June 2016. This agreement can be renewed, modified, or changed only in written form and by formal action and approval by the boards of School District and Provider.

During the term of this agreement, or any extension or renewal of same, the agreement can be terminated without cause by either party with 60 days' written notice to the other.

II. Services To Be Provided by Provider

Provider shall provide vision services as needed and requested by School District to service School District's programs and sites. These services shall include, but are not limited to, the following: direct and indirect student contact time as stated in IEP, classroom consultation, parent contact and conferences, staffing and team meetings, home programs, evaluations, specialized programs for groups, in-services when required by the school district, make-up of sessions missed by Provider but not by Student, if possible, and record keeping including the following: IEP's and evaluation reports, staffing reports, and progress reports. This also includes any other services that would be necessary to carry out the aforementioned and as requested by School District.

III. Qualified Staff and Liability

A. Provider agrees and states that all services provided under this agreement shall be provided by a qualified and licensed teacher of Blind/Visually Impaired. License must be for MN.

B. Provider shall hold and maintain in place and effect professional liability and errors and omissions liability coverage for any and all of its employees performing services under and pursuant to this contract in an amount which is in accordance with the Minnesota Tort Claims Act, Minn. Stat. §466.01, et seq.

C. Provider agrees to hold harmless and to indemnify School District for any claims, causes if action, or for damages, which may arise or flow from the negligent and/or wrongful acts or conduct of provider, its employees or representatives, including for breach of the standard of care, breaches of confidentiality, and/or the inappropriate and improper release of private, confidential, educational, or health data of any school districts' students or personnel with reference, but not limited to, the Minnesota Government Data Practices Act, the federal Family Educational Rights and Privacy Act, and HIPPA rules and regulations.

D. Provider agrees to a background check and states she will not perform any services under this contract if there is any history of complaints or convictions for sexual harassment, child molestation, assaultive behavior, history of drug use or alcohol abuse, or other similar behavior or conduct.

#### IV. Access to School District Space and Equipment

School District agrees to provide Provider with adequate space within existing School District buildings so as to allow Provider to deliver on-site services, as necessary and appropriate. Provider shall also have access to certain school facilities and equipment in order to facilitate its programs and services being delivered under this agreement.

Room, space, facilities, and equipment issues shall be worked out between Provider and School District administration. However, School District programs shall always have priority with regard to room, space, facilities, and equipment utilization.

#### V. Additional Duties of Parties

A. Provider shall provide all necessary cooperation and paperwork as required by the individual needs and programmatic requirements of the students receiving services.

B. All services provided by Provider shall meet all state and federal standards applicable to the service provided and the needs of the students to whom the services are being delivered.

C. Building principals of member districts whose students are receiving services and School District's Special Education Cooperative Executive Director shall maintain overall oversight of the on-site services and programs provided by School District to member district students.

#### VI. Payment and Reimbursement

School District shall pay Provider \$50.00 per hour for all services provided and delivered under this contract. This should apply only to the actual delivery of services and travel from her office to school sites. Mileage will be paid at the IRS rate for mileage between the Provider's office and member district sites to whom services are directed.

Any workshops to be attended by any of the employees or representatives of Provider shall not be considered for payment or reimbursement unless prior approval has been given by the Special Education Director after approval from the Board.

Provider represents that it has a tax ID number and shall provide this to the School District. Provider shall provide verified invoices on a monthly basis. School District will provide Provider with a 1099 at the completion of each tax year.

#### VII. Data and Information Obligations

Provider agrees to be bound by the obligations, restrictions, and limitations set forth by federal and state law, rule, or regulation, including, but not limited to, the Minnesota Government Data Practices Act, the federal Family Educational Rights and Privacy Act, and HIPPA rules and regulations, in conjunction with any student data and information to which it has access or which it may receive. Both parties agree to abide by applicable federal and state laws, rules, and regulations regarding confidentiality and exchange of data and information. All records generated by Provider in delivering services to students, including, but not limited to, clinical notes, treatment records, and all other records applicable to a student and the services received by that student shall be considered to be records of School District and/or any of its member districts to whom services may be provided.

#### VIII. Dispute Resolution

The parties agree that any dispute arising under this agreement shall be submitted to binding arbitration through the Bureau of Mediation Services and its mediation/arbitration programs and procedures. Any arbitration decision shall be limited to only those issues which directly relate to this agreement and to the services provided herein. The parties shall equally share the cost of arbitration, but shall be responsible for the cost of their own representatives and/or attorneys.

#### IX. Assignability

Neither parties' rights and obligations under this agreement may be transferred, conveyed, or assigned without the written prior consent of the other party.

#### X. Interpretation – Titles of Paragraphs

The parties state and represent that this contract was mutually negotiated and that any ambiguities or uncertainties in language, meaning, or interpretation of this contract shall not be necessarily construed against either party.

Further, the various titles to the paragraphs in this contract are used solely for convenience, and they shall not be used for the purpose of interpreting or construing any word, clause, paragraph, or subparagraph of this contract.

School District: Independent School District #709 Provider: Phyllis Hauck  
Duluth Public Schools

By \_\_\_\_\_ By \_\_\_\_\_  
~~Chair~~ Phyllis Hauck  
(?)

Date \_\_\_\_\_ Date \_\_\_\_\_

By WCHanson  
~~Clerk~~ CFO  
(?)

Date 9/18/15

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of September 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and James Arroyo Miller, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 15, 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.** Facilitator of 2-day training of **SPIRIT** program at Denfeld at a rate of \$100.00 per day. **Student Problem Identification and Resolution of Issues Together (SPIRIT)** is a student-driven process designed to teach problem identification and problem solving techniques through the establishment of a proactive model for collaboration. This initiative involves students working with administrators, teachers, support staff and community members to identify racial and other human rights issues in schools, develop solutions, and create an action plan for resolving them.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$200.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: James Arroyo Miller, 623 E. 1st Street #6 Duluth, MN 55805 218-213-6174.

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.


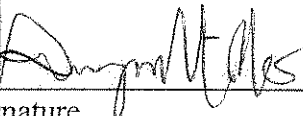

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

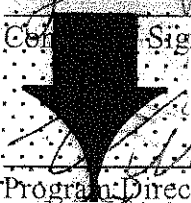
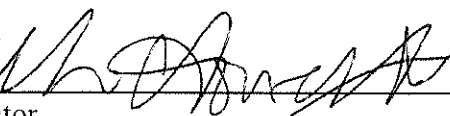
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


**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 authorized officers as of the day and year first above written.

			<u>9/16/15</u>
Contractor	Signature	SSN/ Tax Identification Number	Date

			<u>9/21/15</u>
Program Director			Date

			<u>9/21/15</u>
Director of Curriculum and Instruction			Date

			<u>9/21/15</u>
Director of Business Service / Superintendent of Schools			Date

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of September 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Sara Jane Arroyo Miller, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 15, 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.** Facilitator of 2-day training of **SPIRIT** program at Denfeld at a rate of \$100.00 per day. **Student Problem Identification and Resolution of Issues Together (SPIRIT)** is a student-driven process designed to teach problem identification and problem solving techniques through the establishment of a proactive model for collaboration. This initiative involves students working with administrators, teachers, support staff and community members to identify racial and other human rights issues in schools, develop solutions, and create an action plan for resolving them.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$200.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Sara Jane Arroyo Miller, 623 E. 1st Street #6 Duluth, MN 55805 218-310-7359.

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.

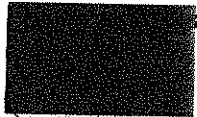
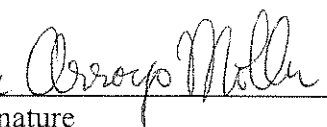

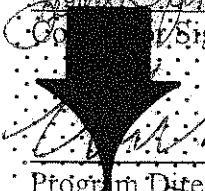


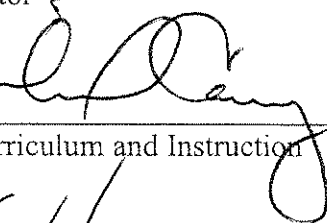


17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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 authorized officers as of the day and year first above written.

			9/16/15
Contractor	Signature	SSN/ Tax Identification Number	Date
			9/21/15
Program Director			Date
			9/21/15
Director of Curriculum and Instruction			Date
			9/21/15
Director of Business Service / Superintendent of Schools			Date

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of September, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Tang Xiong, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 15, 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.** Facilitator of 2-day training of **SPIRIT** program at Denfeld at a rate of \$100.00 per day. **Student Problem Identification and Resolution of Issues Together (SPIRIT)** is a student-driven process designed to teach problem identification and problem solving techniques through the establishment of a proactive model for collaboration. This initiative involves students working with administrators, teachers, support staff and community members to identify racial and other human rights issues in schools, develop solutions, and create an action plan for resolving them.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$200.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Tang Xiong, 2011 W. 2nd Street Apt 201 Duluth, MN 55806 218-576-3708.

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.

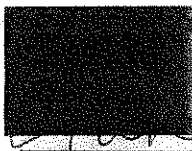

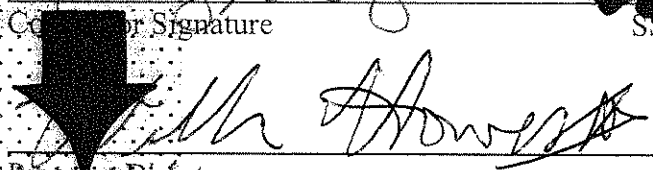
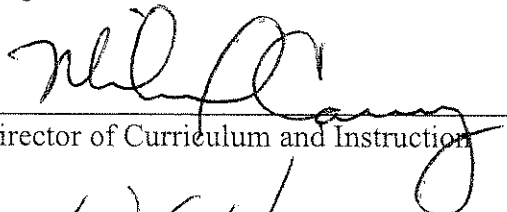

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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 authorized officers as of the day and year first above written.

		9-16-15
Contractor Signature	SSN/ Tax Identification Number	Date
		9/21/15
Programs Director		Date
		9/21/15
Director of Curriculum and Instruction		Date
		9/21/15
Director of Business Service / Superintendent of Schools		Date

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of August, ~~2013~~ 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and EdSights, LLC, an independent contractor, hereinafter called Contractor.

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

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

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

**Performance.** (insert programs or services to be performed by contractor)

**Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 19,000. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

*see  
attached  
document 2.  
3.*

- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

10. **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.

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of \_\_\_\_\_, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail \_\_\_\_\_ (mailing address including Zip Code) \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

19. **Insurance.** (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:

*see email*

~~20.~~ **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

*u*

~~21.~~ **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

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

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

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

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

<u>District Employee</u>	<u>Position</u>
Kerry M. Leider	Property and Risk Manager

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_  
Chair

By Amy Berhas

\_\_\_\_\_  
Clerk

Co-Founder & President  
Title Ed Sights, LLC

Brenda Vorkhauer, Principal  
Program Director

~~XXXXXXXXXX~~  
Taxpayer Identification Number

W.C. Hanson  
Director of Business Service

Duluth Public Schools – ISD 709: Lincoln Park Middle School  
 Consultant Nancy Berkas, EdSights, LLC  
[nberkas@charter.net](mailto:nberkas@charter.net) 920-397-6128

**PERFORMANCE**

Services to be performed:

- 1) Working with LPMS 6-8 math teachers 3 days per month in a coaching model where the consultant Nancy Berkas would:
  - a. Be in classrooms observing lessons & providing written feedback to the teachers
  - b. Work with the teachers during their planning/department time
  - c. Provide after school inservices for teachers who voluntarily participate
  
- 2) Working with the newly hired LPMS Math Interventionist review student achievement data and plan strategic classroom and student interventions.

Month	Onsite Dates
September	Sept 29 – Oct 1
November	Nov 2 – 6
December	Dec 15 - 17
January	Jan 26 - 28

# Youth Frontiers, Inc. Respect Retreat Contract

## I) Agreement

This agreement is made on 4/1/2015 between Youth Frontiers, Inc., 6009 Excelsior Blvd., Minneapolis, MN 55416 (952) 922-0222 (hereafter "YOUTH FRONTIERS") and Denfeld High School, whose address is 401 North 44th Avenue W, Duluth, MN 55807-1494 (hereafter "SPONSOR"). If this agreement is not signed and returned by SPONSOR within 30 days of 4/1/2015 (with the deposit amount stated below), SPONSOR'S reservation may be forfeited.

**Sponsor Contact** Tom Tusken **Phone Number** 216-336-8830 x2333 **Retreat ID** 65662

## II) Retreat Specifics

YOUTH FRONTIERS agrees to provide Denfeld High School with a **Respect Retreat on 9/30/2015**  
**Number of Participants:** Grade: 9th

### Requirements of SPONSOR:

**Location:** to be determined and set up by SPONSOR.

**Small Group Leaders:** YOUTH FRONTIERS recommends 1 leader for every 6 students. Youth Frontiers reserves the right to reschedule or cancel your retreat if you do not have at least 1 leader/chaperone per 10 students. Youth Frontiers recommends that student leaders be high school juniors or seniors. Small group leaders that are younger than juniors or seniors must receive approval from YOUTH FRONTIERS. SPONSOR is responsible for selecting group leaders and all appropriate background checks for these leaders.

**Retreat Length:** Recommended retreat length for our Respect Retreat, depending on group size is 5 hours 30 minutes.

**Number of Participants:** Retreat participants, excluding leaders, should not exceed 225 Students. Groups that exceed this number must receive approval from YOUTH FRONTIERS or be split into multiple retreats. Youth Frontiers retreats are for one grade level.

**Preparing for Retreat:** YOUTH FRONTIERS will provide SPONSOR with a Prep Pack to plan the retreat at <http://www.youthfrontiers.org/schools/respect-retreat/#required-prep>. SPONSOR agrees to complete the planning requirements included in the Prep Pack, including logistics for small group leaders, retreat location, and transportation for students and leaders. YOUTH FRONTIERS requires SPONSOR to complete a Priority One Form at least one month prior to the retreat date.

YOUTH FRONTIERS reserves the right to cancel the retreat at any time if these criteria are not met.

## III) Fees and Expenses

The fee for the retreat is \$2945.00. A deposit of \$750.00 is required at the time of this agreement, with the balance due upon receipt of invoice. The retreat fee includes travel expense costs for Youth Frontiers. Please mail the balance to the Youth Frontiers address under Section I. All payments should be made to Youth Frontiers, Inc.

## IV) Cancellations/Rescheduling

Should SPONSOR cancel and not reschedule the retreat for any reason, it is agreed that the deposit will be forfeited. In addition, should SPONSOR cancel or reschedule the retreat for any reason, or if the retreat cannot be given as scheduled due to an unavoidable circumstance, it is agreed that any expenses incurred by YOUTH FRONTIERS and/or the SPONSOR, including, but not limited to: facility fees, lodging, meals, transportation, program staff, etc., will be paid by SPONSOR. Should the retreat be postponed by the SPONSOR and rescheduled, the rescheduled retreat will be held at a time and date mutually agreed upon by the SPONSOR and YOUTH FRONTIERS. YOUTH FRONTIERS will confirm any date changes by letter or email communication.

# Youth Frontiers, Inc. Respect Retreat Contract

## V) Indemnification

SPONSOR hereby agrees to indemnify, hold harmless, and defend YOUTH FRONTIERS and any director, employee, or agent thereof (each an "Indemnified Party") against all claims, liabilities, losses, expenses (including attorneys' fees and legal expenses related to such defense), fines, penalties, taxes, or damages (collectively, "Liabilities") asserted by or on behalf of any retreat participant, except for claims resulting from the acts or omissions of YOUTH FRONTIERS and any director, employee or agent thereof. SPONSOR'S obligation to indemnify and defend any Indemnified Party will survive the cancellation, expiration, or termination of this contract by either party for any reason. YOUTH FRONTIERS shall promptly notify SPONSOR of any such claim and SPONSOR shall, at YOUTH FRONTIERS' option, conduct the defense at SPONSOR'S sole expense, and YOUTH FRONTIERS shall cooperate with such defense.

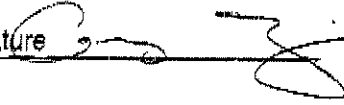
Andy Zimney  
 Business Manager  
 Youth Frontiers, Inc.

Sponsor (Please Print)

Return contact with billing  
 information to Youth Frontiers, Inc.

Name Bill Hanson

Billing Information:

Signature 

Signature 

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Send payments to:

Youth Frontiers, Inc.  
 6009 Excelsior Blvd.  
 Minneapolis, MN 55416

Phone 952-922-0222  
 Fax 952-922-2122

# Memorandum

**To:** Bill Hanson

**From:** Dave Spooner *Dave Spooner*

**Date:** September 18, 2015

**Re:** Temporary Position in HVAC Shop

The District HVAC shop employs two personnel that maintain heating and ventilation systems district-wide. These positions are housed and work out of Facilities Management.

At this time we have one open position due to a retirement, and are actively working on the interview process to fill this vacancy. The second employee in this shop will be off work for a period of eight (8) weeks starting September 28<sup>th</sup>.

With multiple vacancies throughout the Operations Department, we are unable to temporarily transfer a qualified employee and cover these two vacancies for this period without undue hardship for school site staffing levels.

With that, we have determined it best to hire John K. Hoban in a temporary manner for up to 10 weeks. His knowledge, skill, ability, and training will allow him to handle many of the issues and problems that occur, and minimize the expense of contracting for this work on a daily basis.

## **Recommendation:**

I am recommending we move forward with the attached agreement, hiring John K. Hoban in this temporary position not to exceed 10 weeks, in the amount not to exceed \$12,810.00.

Thank you, and please contact me with further questions.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of September, 2015, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Mr. John K. Hoban, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Monday, September 21<sup>st</sup>, 2015, and shall remain in effect until Friday, November 27<sup>th</sup>, 2015, 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.** To work in the capacity as a School Equipment Maintenance Mechanic, performing work as assigned or directed, between the hours of 6:00 AM to 2:30 PM, Monday through Friday, for up to 10 weeks. Tasks assigned will be directly related to the attached position description. (Addendum A)
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement;
  2. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$32.03 per hour, up to a sum not to exceed \$12,810.00.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.
7. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in

any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

9. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry Leider, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: John K. Hoban, 3352 Lindahl Road, Duluth MN 55810

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

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

12. **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.

13. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 7 days written notice to the other party as provided for in this Agreement.

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

<u>ISD 709 Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

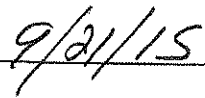
The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Supervisor of Maintenance and Construction

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

  
\_\_\_\_\_

Contractor Signature

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

CFO/Executive Director of Business Services

  
\_\_\_\_\_

Date

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** September 14, 2015

**Re:** Furnish and Install a Door in the Folding Partition at Lakewood 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 a door in the folding partition between the cafeteria and gymnasium at Lakewood Elementary School. The total estimated cost of this service is \$2,224.00.

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20<sup>th</sup> day of August 2015, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Lipe Brothers Construction, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 20, 2015, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
  
2. **Performance.** *Furnish and install a door in the folding partition between the cafeteria and gymnasium at Lakewood Elementary School per attached Lipe Brothers Construction, Inc. Quote dated August 17, 2015.*
  
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's Quote;
  3. Contractors Insurance Policy; and
  4. Any other documents identified by ISD 709.
  
4. **Background Check .** *N/A*
  
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,224.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
  
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

**11. Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Lipe Brothers Construction, Inc., 5116 Jean Duluth Road, PO Box 3024, Duluth, MN 55803.

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

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

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

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

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

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

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

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

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

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

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

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

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and

loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
Dave Spooner	Supervisor of Maintenance and Construction

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

LIPE BROTHERS CONSTRUCTION, INC.

W. K. Hanson

David Blum

CFO/Executive Director of Business Services

By

President

Title

41-1798962

Taxpayer Identification Number

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22nd day of September, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Classie Dudley, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 15, 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.** Facilitator of 2-day training of **SPIRIT** program at Denfeld at a rate of \$150.00 per day. **Student Problem Identification and Resolution of Issues Together (SPIRIT)** is a student-driven process designed to teach problem identification and problem solving techniques through the establishment of a proactive model for collaboration. This initiative involves students working with administrators, teachers, support staff and community members to identify racial and other human rights issues in schools, develop solutions, and create an action plan for resolving them.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$300.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Classie Dudley 1520 E. 3rd Street Duluth, MN 55812 218-461-6144.

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.



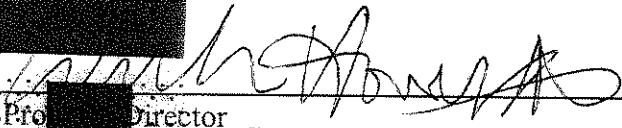
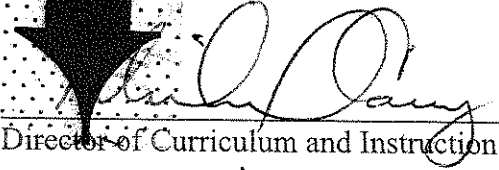

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

 _____ nature	 _____ SSN/ Tax Identification Number	9/22/15 _____ Date
 _____ Pro Director		9/22/15 _____ Date
 _____ Director of Curriculum and Instruction		9/25/15 _____ Date
 _____ Director of Business Service / Superintendent of Schools		9/30/15 _____ Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of August, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Matheny Therapy & Consulting, LLC, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 17, 2015, and shall remain in effect until August 1, 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.** The contractor is responsible for conducting a staff training and ongoing consultation regarding trauma in an effort to implement strategies of a Trauma Informed School at Congdon Elementary School.
3. **Background Check.** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$3,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Charlie Leibfried, 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 Saprina Matheny, 5241 North Shore Drive, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_  
Chair

Matheny Therapy & Consulting, LLC  
Title

*Saprina A. Matheny*

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
by, Saprina Matheny, Member

*CB Leppel* 8/27/15  
\_\_\_\_\_  
Program Director

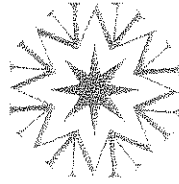
  
\_\_\_\_\_  
Taxpayer Identification Number

*WC Hanson*  
\_\_\_\_\_  
Director of Business Service

**Matheny Therapy and Consulting  
Trauma Informed School Proposal—ISD 709  
July 20, 2015 for Academic Year 2015-2016**

<b>Activity</b>	<b>Purpose</b>	<b>Time</b>	<b>Cost</b>
<b>Focus Group</b>	Identify strengths, challenges, existing practices, and barriers to implementing TIS. Provide staff opportunity to be heard in the process and have input into training development.	1 hr	\$150
	Written feedback regarding focus group results/meeting with school leadership	1 hr	\$0
<b>Initial Training</b>	Provide baseline training for all school staff.	6 hrs	\$1000
<b>Follow up Skill Building Sessions</b>	Emphasize direct skill work/problem solving with youth. Provide opportunity for consultation and specific training topics identified in the focus groups.	4 hrs	\$600
<b>Case Conceptualization Training</b>	Provide SST/mental health team with method of case conceptualization that would allow for feedback from teachers and ability to relate role of trauma into students' behavioral or academic issues.	4 hrs	\$500
<b>Meetings with building administration</b>	-Provide for feedback and monitoring of implementation. -Identify methods of evaluation. -Identify systemic issues that could enhance TIS implementation.	As needed	\$0
<b>Total Cost</b>			<b>\$2,250</b>





**Minnesota**  
STATE COLLEGES  
& UNIVERSITIES

**FACILITIES USE AGREEMENT  
OFF-CAMPUS FACILITIES ONLY**

THIS FACILITIES USE AGREEMENT is between Independent School District #709 (“Licensor”), 215 N 1<sup>st</sup> Ave East, Duluth MN 55802-2069 (“Licensor”) and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, 2101 Trinity Road, Duluth MN (“MnSCU”).

1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the “Space”):

**Location:** Field at former Central High School

**Date and Time:** To be scheduled

**Description**

**of Activity or Event:** LSC Men’s and Women’s Soccer Practice

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$400.00/Month. Total amount for the soccer season not to exceed \$800.00 (Eight Hundred Dollars and 00/100 dollars), which shall be payable in arrears within thirty (30) days of MnSCU’s receipt of Licensor’s invoice. *Prepayment by MnSCU is prohibited by Minnesota Statute.*
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of September 8, 2015 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 31, 2015. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**

All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,  
Vice President of Academic & Student Affairs  
Address: 2101 Trinity Road, Duluth, MN 55811  
Telephone: 218-733-7628

Licensor's authorized agent:

Name: Bill Hanson, Executive Director  
Address: 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802-2069  
Telephone: 218-336-8704

5. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition. Licensor shall provide the following:
- a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
  - b. parking
  - c. building security customarily provided by Licensor; MnSCU may provide additional security at its own expense;
  - d. janitorial services;
  - e. any necessary keys or access codes;
  - f. mowing of field as needed for use

Licensor shall allow MnSCU to place temporary signs directing students and other attendees to its event.

6. **BUILDING HOURS.** The building hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours.
7. **RULES AND REGULATIONS.** MnSCU agrees to comply with the building rules and regulations attached as **Exhibit C** during its use of the Space which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
8. **LIABILITY.** Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
9. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured upon request. MnSCU shall maintain this coverage at its sole expense during its use of the Space. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensors shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **ENTIRE AGREEMENT.** This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
  - Agreement
  - **EXHIBIT A**, General Insurance Requirements
17. **SPECIAL PROVISIONS.** [If none, write *NONE*]: NONE


***Signature Page for Facilities Use Agreement – Off-Campus Facilities Only***

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

**APPROVED:**

**1. LICENSOR: Independent School District #709**

Licensor certifies that the appropriate person(s) have executed the Agreement on behalf of Licensor as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)

Title <i>CFD</i>
Date <i>9/8/15</i>

**2. MNSCU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College**

By (authorized signature)
Title
Date

**3. AS TO ENCUMBRANCE:**

By (authorized signature)
Title
Date

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

By (authorized signature)
Title
Date

**EXHIBIT A**

## GENERAL INSURANCE REQUIREMENTS

### 1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
  - \$100,000 Bodily Injury by Disease per Employee
  - \$500,000 Bodily Injury by Disease Aggregate
  - \$100,000 Bodily Injury by Accident

### 2. General Liability Insurance

- A. Minimum Limits of Liability:
  - \$2,000,000 – Per Occurrence
  - \$2,000,000 – Annual Aggregate
  - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
  - Premises and Operations Bodily Injury and Property Damage
  - Personal & Advertising Injury
  - Blanket Contractual
  - Products and Completed Operations
  - Other; if applicable, please list \_\_\_\_\_
  - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

### Additional Insurance Conditions

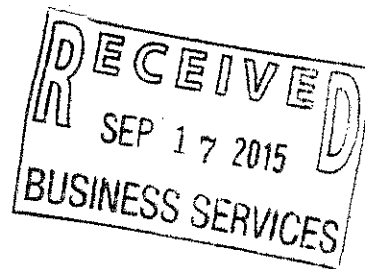
- Licensor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensor's performance under this Agreement.
- Licensor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensor is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensor is self-insured, a Certification of Self-Insurance must be attached.
- Licensor's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- Licensor shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Licensor's policy limits to satisfy the full policy limits required by the Agreement.

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2015					





September 14, 2015



Bill Hanson  
Director of Business Services  
Duluth Public School System - ISD #709  
215 N 1st Ave E  
Duluth, MN 55802

Dear Mr. Hanson:

On behalf of the faculty and students of The College of St. Scholastica, I want to thank you and your staff for providing an excellent clinical site for student learning.

Current agency agreements were recently reviewed with no changes anticipated. Will you please review the enclosed agreement, and if no changes are required from your perspective, sign both copies, keep one, and return the other in the self-addressed stamped envelope? Do not hesitate to contact me at (218) 723-6566 if you believe any changes are required, or if you have any other questions.

Thank you again for your generous cooperation with our educational endeavors.

Sincerely,

Sandra Thoreson  
School of Nursing Administrative Assistant

Enclosures

REVIEW AND CONTINUATION OF THE  
CLINICAL LEARNING EXPERIENCE AGREEMENT  
BETWEEN

The College of St. Scholastica  
School of Nursing  
1200 Kenwood Avenue  
Duluth, Minnesota 55811-4199  
(Hereinafter referred to as the **COLLEGE**)

AND

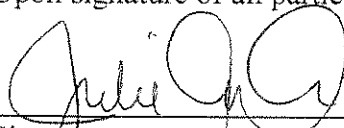
Duluth Public School System - ISD #709  
215 N 1st Ave E  
Duluth, MN 55802  
(Hereinafter referred to as the **FACILITY**)

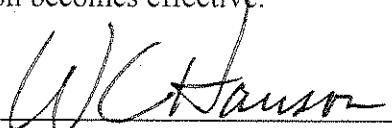
We have reviewed the Clinical Learning Experience Agreement between the **COLLEGE** and the **FACILITY**. The **COLLEGE** and the **FACILITY** agree to continue all terms and conditions previously agreed upon in the Clinical Learning Experience Agreement entered into on 7/30/2013.

This Agreement will be reviewed and evaluated at the close of each academic year by both parties and revisions or alterations made as are deemed advisable. Agreed upon revisions and alterations must be made in writing approved with signatures of those positions required on the primary Agreement.


This Agreement shall continue in effect unless written notice of desire to change or terminate the Agreement is given by either party to the other by June 1 of the year preceding the one in which termination is to become effective with provisions for safeguarding the program of students currently enrolled in the nursing program.

Upon signature of all parties listed below, this extension becomes effective.

 9/9/15  
\_\_\_\_\_  
Signature Date  
Julie Anderson, PhD, RN  
Dean and Professor, School of Nursing  
The College of St. Scholastica

 9/18/15  
\_\_\_\_\_  
Signature Date  
Bill HANSON  
\_\_\_\_\_  
Printed Name  
CFO  
\_\_\_\_\_  
Title

Duluth Public School System - ISD #709

 9-1-15  
\_\_\_\_\_  
Signature Date  
Sue Kerry  
Chief Financial Officer  
The College of St. Scholastica

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

### **September 2015**

#### **Facilities Management – General**

In the past month the maintenance crews have completed 189 work orders, and are currently working on 542 open work orders.

Facilities maintenance trade crews are currently performing scheduled maintenance at Denfeld from September 21 through October 15, 2015, after which they will begin working at East High School.

We will be interviewing shortly for a new School Equipment Maintenance Mechanic, to replace Jeff Graves who recently retired.

The District will receive a \$704 rebate for a LED lighting replacement project for two rooms at Lester Park.

P2000 Software and Firmware upgrades are being installed to allow the new wireless access control system at HOCHS to “talk” with our existing hard wired systems.

#### **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 LRFPS fund balance. Projects related to this have begun or are complete at Denfeld, EHS, Homecroft, Lakewood, Lester Park, HOCHS, OEMS Lowell, Laura MacArthur, MWES, and Stowe

Projects not complete when school started will have coordination plans in place to allow work to continue with school in session and not impact teaching and learning. Examples of these are the new locksets and key cylinders that will be replaced at Stowe, Lakewood, Lowell, Homecroft, and HOCHS. These projects should start within several weeks.

Repairs have been made to the subsurface materials and the sidewalk damage corrected at the playground door at Piedmont.

HOCHS new main entrance design is 90% complete.

MacArthur elevator shaft modification and car installation project will begin shortly.

MWE received a cafeteria sound system.

Concrete was installed at Denfeld's front entrance to allow installation of tables and bike racks.

Homecroft is receiving a gym sound system at this time.

The blinds for OEMS pool windows have been installed and are almost operational.

The District is participating in the construction meetings for the new Gary New Duluth Rec Center field next to Stowe School.

Meetings are ongoing related to the FabLab project and new construction.

### **Operations**

The school year began with all buildings clean and ready for use and there have been many fall athletics and other activities at the stadiums and schools. Building and utility staff have done a great job keeping the facilities clean, safe and accessible. As the weather is already changing, we are preparing the facilities and vacant buildings for the coming heating season.

There are many open positions at the schools, which we began to address by interviewing and filling the two open Engineer 4 positions at Denfeld and East HS. Steve Lundberg was selected for Denfeld HS and Tom Esse for East HS. We have the Engineer 3 position at Lincoln MS currently posted (closes 10/2/15) and will interview and fill this position next. The plan is to post and fill the three open Engineer 2 positions in the coming weeks. There are also two open Custodian 2 positions posted (closing 9/28/15) and will be filled shortly.

We had two recent retirements: Gary Snow, Fireperson at MacArthur retired 8/31/15 and James Cheslak, Engineer 2 at Lowell, will retire 9/30/15.

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

- Environmental/Health/Safety
  - Chemicals left over from Morgan Park and Central High School were brought in for recycling There was a pickup load of old chemicals (\$1,331.10).
  - First Aid kits in all schools were inventoried and restocked for the new school year.
  - Fab Lab equipment at Denfeld was reviewed prior to training. Installation wasn't completed; however, the equipment was placed in good locations for use. It is recommended that fire extinguishers be added to the room.
  - A new first aid kit was installed in the Fab Lab.
  - Additional goggles kits were installed at East and Ordean East.
- Emergency Response
  - Introduction meetings were held with new principals to go over the Emergency Management Plan. The meeting was to introduce Dave Halver and Jason Barsness to discuss roles, make sure they have the ERCM plan, understand the site plan and update, discuss radios, and answer any other questions they had.
  - Met with or communicated with all the schools to ensure they are updating their site plans and ensuring they have access online to do so.
  - A meeting was held with Kathy Hughes to discuss emergency response kit items, fire drills, etc related to the nursing staff. It was determined that during fire drills, at a minimum, the red back for the ERCM kit should be taken out in practice. It is still recommended that schools make one hard copy of student contacts to be placed in the e-kit in the fall of each year.
- Workers' Compensation Activities
  - OSHA Recordables 0 recordable incidents.
  - Incidents Reported: 10 injuries reported.

### **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.

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2016

FQA: 06-870-012-386-715

ALT FAC - EXTERIOR WALLS HOCHS

117

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
08/05/2015	2652	285529	00640015	V102926	STRETAR MASONRY AND	BUILDING ACQUISITION/CONSTRUCT	941917	OH	4,743.57	0.00	4,743.57
						<b>Object 152000</b>		<b>Total:</b>	4,743.57	0.00	4,743.57
						<b>FQA 06-870-012-386-715</b>		<b>Total:</b>	4,743.57	0.00	4,743.57

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
08/31/2015	9395648	286917	00640220	V75840	VIKING ELECTRIC SUPPLY	BUILDING ACQUISITION/CONSTRUCT	944833	OH	1,193.72	0.00	1,193.72
						<b>Object 152000</b>		<b>Total:</b>	1,193.72	0.00	1,193.72
						<b>FQA 06-870-335-386-737</b>		<b>Total:</b>	1,193.72	0.00	1,193.72

FQA: 06-870-435-386-725 ALT F/CONGDON/EXTERIOR WALLS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
08/31/2015	2487	286907	00640167	V108370	AMBE LTD	BUILDING ACQUISITION/CONSTRUCT	944867	OH	4,200.00	0.00	4,200.00
						<b>Object 152000</b>		<b>Total:</b>	4,200.00	0.00	4,200.00
						<b>FQA 06-870-435-386-725</b>		<b>Total:</b>	4,200.00	0.00	4,200.00

FQA: 06-871-012-000-000 GENERAL FUND SAVINGS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
08/31/2015	3004926	286919	00640208	V61525	SELL HARDWARE INC	BUILDING ACQUISITION/CONSTRUCT	944833	OH	15,095.00	0.00	15,095.00
						<b>Object 152000</b>		<b>Total:</b>	15,095.00	0.00	15,095.00
						<b>FQA 06-871-012-000-000</b>		<b>Total:</b>	15,095.00	0.00	15,095.00

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
08/26/2015	Y15012-4	286375	00640169	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	944019	OH	456.00	0.00	456.00

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
Fiscal Year: 2016

118

Object 152000	Total:	456.00	0.00	456.00
FQA 06-871-320-000-000	Total:	456.00	0.00	456.00

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

Object: 140101                      GENERAL SUPPLIES

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
08/31/2015	F3878	731489	00640185	V107129	FLAGSHIP RECREATION	WEBCOAT 46" ROUND TABLE PEDEST	944777	OH	3,695.00	0.00	3,695.00
08/31/2015	F3878	731489	00640185	V107129	FLAGSHIP RECREATION	2-7/8 O.D. MULTI LOOP BIKE RAC	944777	OH	2,820.00	0.00	2,820.00
							<b>Object 140101</b>	<b>Total:</b>	6,515.00	0.00	6,515.00

Object: 152000                      BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
08/14/2015	Y15074-1	286062	00640040	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	942728	OH	2,700.00	0.00	2,700.00
							<b>Object 152000</b>	<b>Total:</b>	2,700.00	0.00	2,700.00
							<b>FQA 06-876-215-000-000</b>	<b>Total:</b>	9,215.00	0.00	9,215.00

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

Object: 152000                      BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
08/26/2015	Y15012-4		00640169	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	944019	OH	2,006.00	0.00	2,006.00
							<b>Object 152000</b>	<b>Total:</b>	2,006.00	0.00	2,006.00
							<b>FQA 06-876-320-000-000</b>	<b>Total:</b>	2,006.00	0.00	2,006.00

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

Object: 140101                      GENERAL SUPPLIES

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
08/31/2015	9808116371	731511	00640187	V21827	GRAINGER W W INC	30EL03 LED RECESSED TROFFER, 3	944777	OH	2,399.46	0.00	2,399.46
08/31/2015	9808116389	731511	00640187	V21827	GRAINGER W W INC	5PWR6 DAYLIGHT SENSOR, CEILING	944777	OH	196.46	0.00	196.46
08/31/2015	9808116371	731511	00640187	V21827	GRAINGER W W INC	32JA25 DIMMING MODULE, 120/277	944777	OH	238.50	0.00	238.50
08/31/2015	9808116371	731511	00640187	V21827	GRAINGER W W INC	5PWR5 VACANCY SENSOR, 1250 SQ	944777	OH	226.84	0.00	226.84
08/31/2015	9808116371	731511	00640187	V21827	GRAINGER W W INC	32JA30 WIRELESS REMOTE CONTROL	944777	OH	41.76	0.00	41.76
08/31/2015	9808116371	731511	00640187	V21827	GRAINGER W W INC	32JA47 WALLBOX ADAPTOR, WHITE,	944777	OH	16.58	0.00	16.58
08/31/2015	9808116371	731511	00640187	V21827	GRAINGER W W INC	6XR62 WALLPLATE, 1 GANG, WHITE	944777	OH	7.76	0.00	7.76
							<b>Object 140101</b>	<b>Total:</b>	3,127.36	0.00	3,127.36

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
Fiscal Year: 2016

119

FQA 06-876-510-000-000      Total:      3,127.36      0.00      3,127.36

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

Object: 152000      BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
08/05/2015	2015-808	285583	00639998	V106238	NORTHLAND CONSULTING ENG	BUILDING ACQUISITION/CONSTRUCT	941917	OH	1,157.10	0.00	1,157.10
08/14/2015	15009-6	286063	00640061	V107670	MEYER GROUP	BUILDING ACQUISITION/CONSTRUCT	942728	OH	2,994.67	0.00	2,994.67
08/26/2015	APP 1	286388	00640189	V107852	HIBBING EXCAVATING INC	BUILDING ACQUISITION/CONSTRUCT	944020	OH	117,799.05	0.00	117,799.05
						<b>Object 152000</b>		<b>Total:</b>	121,950.82	0.00	121,950.82
						<b>FQA 06-876-525-000-000</b>		<b>Total:</b>	121,950.82	0.00	121,950.82
						<b>Grand Total:</b>			<u>161,987.47</u>	<u>0.00</u>	<u>161,987.47</u>

# Memorandum

**To:** School Board Members

**From:** Kerry M. Leider



**Date:** September 30, 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 September:


<u>Contractor</u>	<u>Amount</u>	<u>Description</u>
RW Fern Associates, Inc.	\$ 8,200.00	Architectural Services for Secure Entrance and Elevator Upgrades at HOCHS
RW Fern Associates, Inc.	\$ 5,100.00	Architectural Services to Renovate Main Entrance at Lowell School
The Westlund Group	\$39,500.00	Technology Consulting for HOCHS, Denfeld HS, East HS, LPMS and OEMS Projects
Braun Intertec Corp.	\$ 3,949.00	Materials Testing for Elevator Shaft Reconstruction at Laura MacArthur School

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.

# Memorandum

**To:** School Board Members

**From:** Kerry M. Leider



**Date:** September 30, 2015

**Re:** Long-range Facilities Plan Change Order Approval Information

Pursuant to School Board Resolution #B-8-08-2565, the following Change Orders pertaining to the Long-range Facilities Plan were signed by Bill Hanson during the month of September:

**Ordean East Middle School/Lakewood Elementary School**  
**OEMS/Lakewood ES LRFP – Site Improvements/Access Road Paving**

Change Order #2, Bid 1239 – Sinnott Contracting, LLC

Change Order increase to remove rock at Ordean East Middle School to construct the batting cage

**Add: \$4,775.00**

All Change Orders for Ordean East Middle School/Lakewood Elementary School as listed above reflect a total increase of \$4,775.00

**Laura MacArthur Elementary School**  
**Laura MacArthur ES LRFP – Tennis Courts, Discus Court and Shotput**

Change Order #1, Bid 1241 – Hibbing Excavating, Inc.

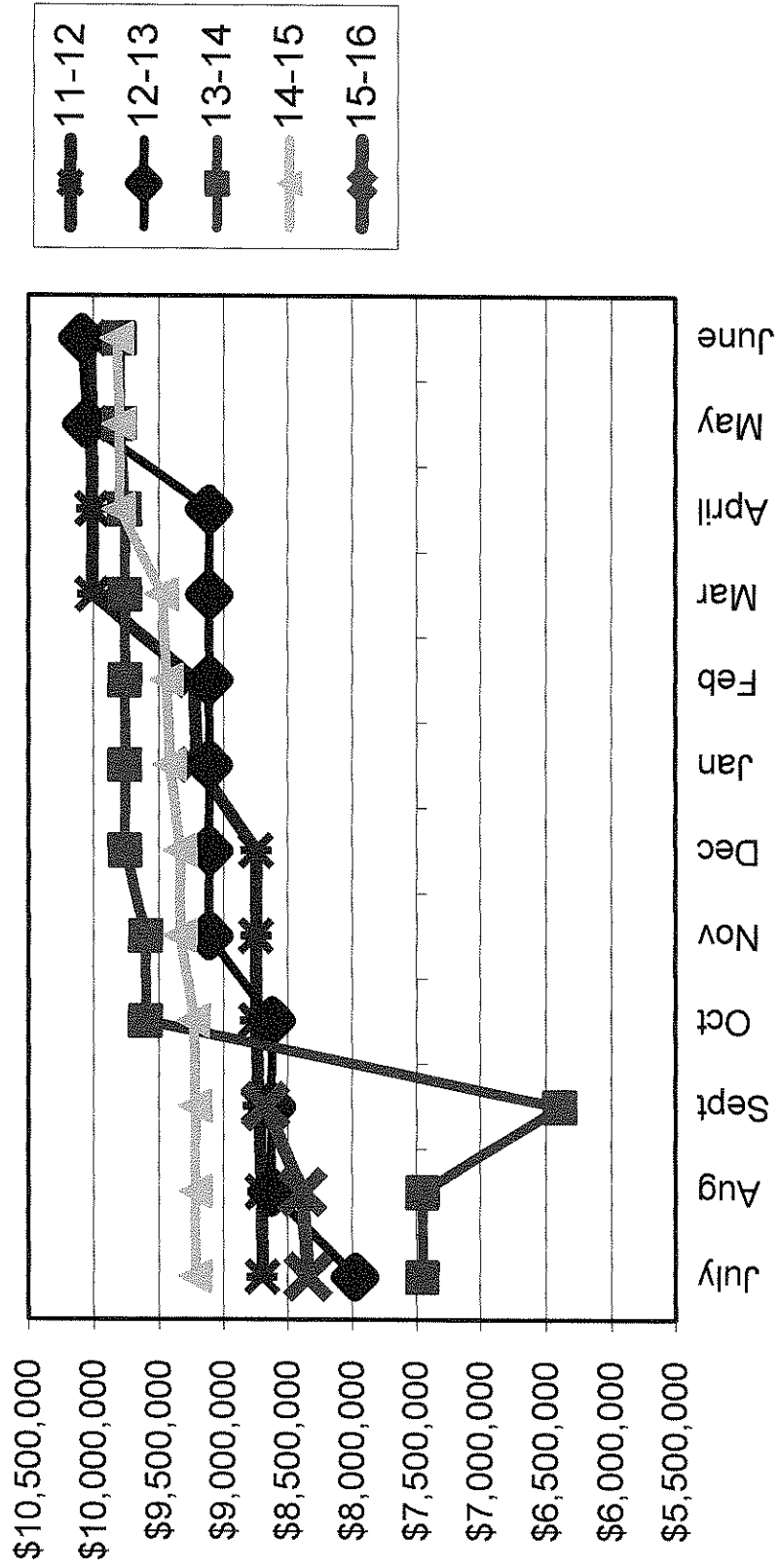
Change Order increase to remove the building foundation in the southwest corner of the site and dispose of foundation asbestos-containing materials

**Add: \$28,261.00**

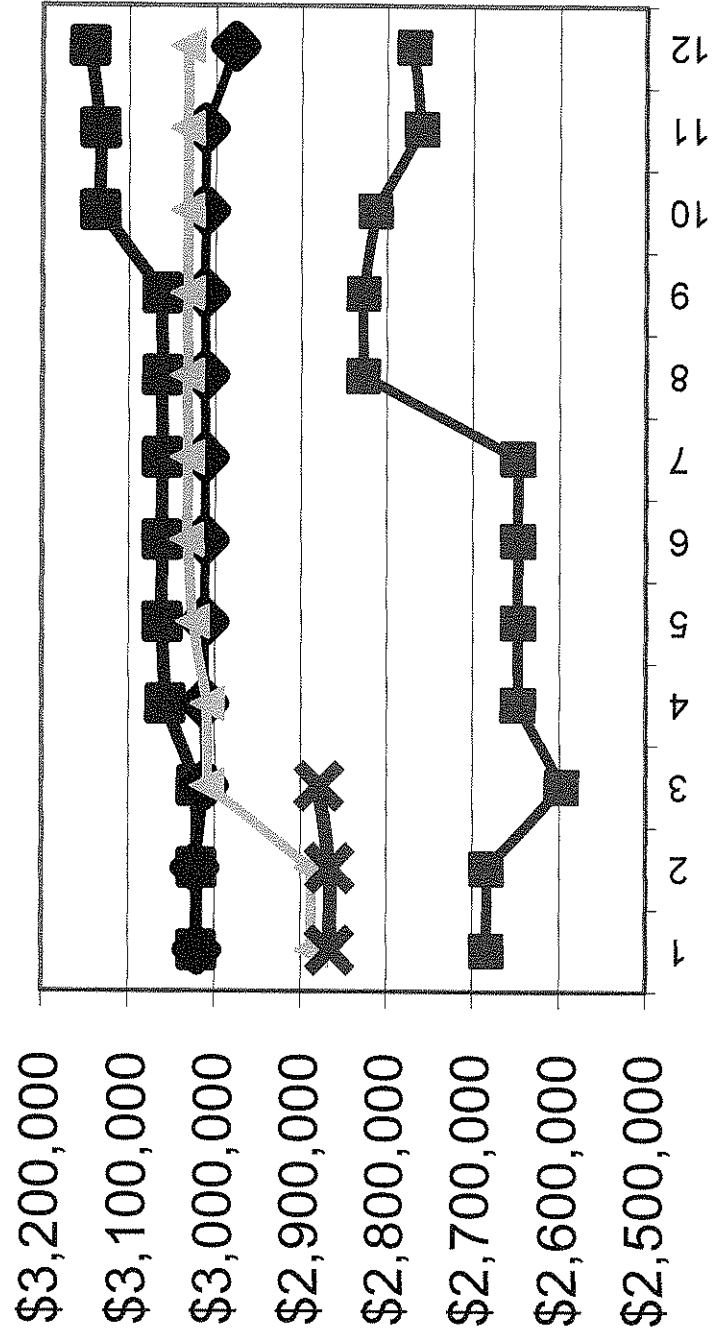
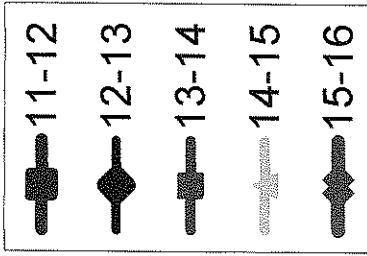
All Change Orders for Laura MacArthur Elementary School as listed above reflect a total increase of \$28,261.00

All project Change Orders listed on this report 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.

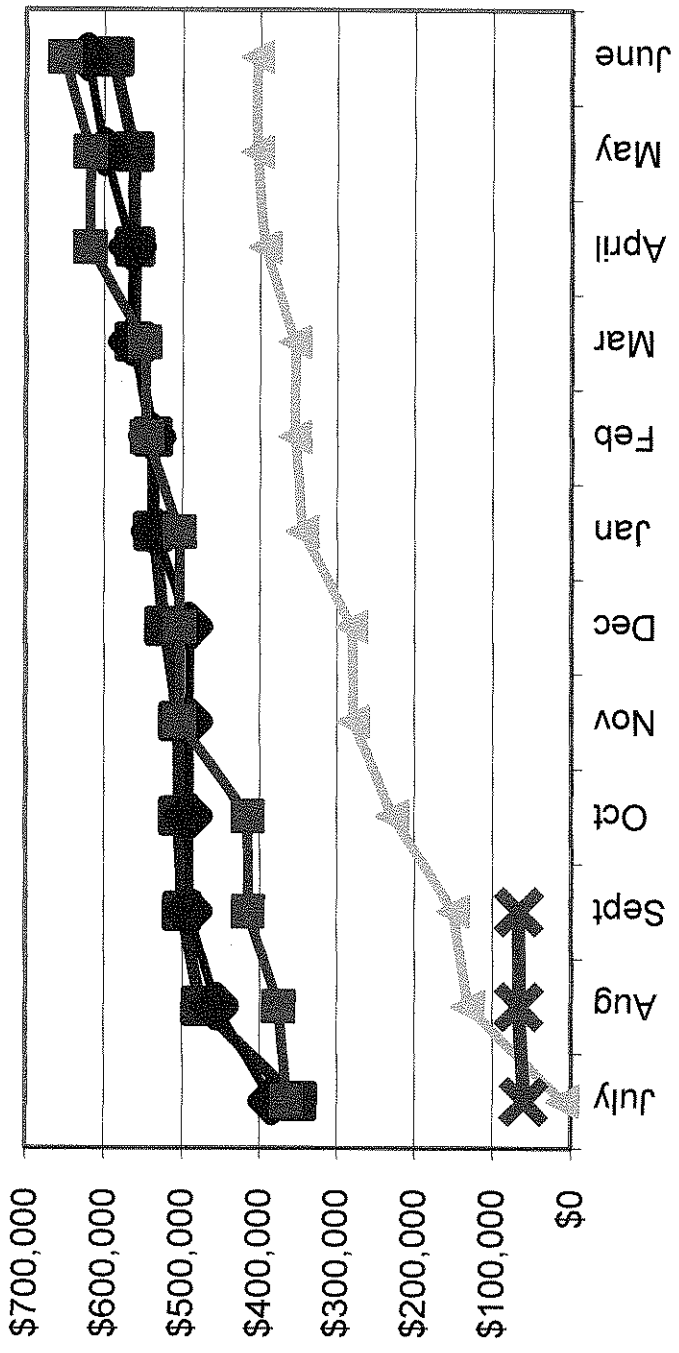
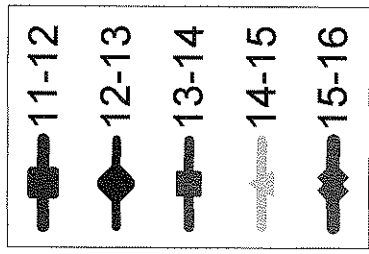
# Federal Grants



# State Grants



# Local Grants



# Donations

