

## Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, November 17, 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 22
2. **Bids, R.F.P.s and Quotes Reports**
  - A. Bids
  - B. R.F.P.s
  - C. Quotes
3. **Policies and Regulations**
  - A. 8020 - Orientation of New School Board Members-Deletion 23  
In moving to the MSBA Model Policies administration is recommending the deletion of Policy 8020 which will be replaced with MSBA Policy 212.  
This is recommended for a first reading.  
  
Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 8020-first reading.
  - B. 8025 - School Board Development and Expenses-Deletion 24  
In moving to the MSBA Model Policies administration is recommending the deletion of Policy 8025 which will be replaced with MSBA Policies 212 and 214. This is recommended for a first reading.  
  
Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 8025 - first reading.
  - C. 8115 - Membership in School Board Associations-Deletion 26  
In moving to the MSBA Model Policies administration is recommending the deletion of Policy 8115 which will be replaced with MSBA Policy 212.  
This is recommended for a first reading.  
  
Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 8115 - First Reading.

D. New Policy 212 - School Board Member Development/and Travel/Expense Reimbursement 27

Attached is MSBA model policy 212 - School Board Member Development for the first reading. This policy would replace the current policy number 8020, 8025 and 8115.

Recommendation: It is recommended that the Duluth School Board approve Policy 212 for the first reading.

E. New Policy 214- Out-of-State Travel By School Board Members 28

Attached is MSBA model policy 214- Out-of-State Travel By School Board Members for the first reading. This policy would replace the current policy number 8025.

Recommendation: It is recommended that the Duluth School Board approve Policy 214 for the first reading.

4. Contracts, Change Orders, and Leases

A. Contracts

B. Change Orders

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

C. Leases

5. Resolutions

A. B-11-15-3312- Acceptance of Donations to Duluth Public Schools. 30

Recommendation: It is recommended that the Duluth School Board approve Resolution B-11-15-3312.

B. **PLACEHOLDER** - Sale of Property

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

A. Expenditure Contracts 32

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

B. Revenue Contracts-None

C. Other Contracts 77

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 October 2015.

D. Facilities Management & Capital Project Status Report 83

E. Contracts Signed in Relation to the LRFP-None

F. Change Orders Signed in Relation to the LRFP 89

G. Pay 2016 Tax Levy Update

7. **Future Items**

    A. Audit Report

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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	\$0	N/A	\$0	\$0	N/A	\$30,681	\$30,681
Interest	2	2	(13.2)	3	(147)	102.1	79	79
Tuition, Fees, Admissions	135	1,258	(89.2)	486	1,537	(68.4)	4,072	4,072
Other Local Revenues	270	300	(9.9)	482	586	(17.8)	1,601	1,677
State Sources	7,782	6,959	11.8	23,424	22,266	5.2	86,959	87,020
Federal Aids from MDE	1,861	402	362.8	2,712	940	188.5	8,700	9,040
Federal Direct Aids	485	-	N/A	485	503	(3.6)	2,877	2,877
Local Sales	13	18	N/A	119	22	N/A	1,747	1,747
Sale of Bonds or Loans	-	-	N/A	-	-	N/A	0	0
<b>Total Revenues</b>	<b>10,548</b>	<b>8,939</b>	<b>18.0</b>	<b>27,712</b>	<b>25,707</b>	<b>7.8</b>	<b>136,716</b>	<b>137,193</b>
<b>Expenditures</b>								
Salaries	3,443	4,467	22.9	5,758	6,281	8.3	61,064	61,139
Benefits	1,814	1,908	4.9	3,527	3,625	2.7	29,832	29,809
Purchased Services	806	1,005	19.8	1,567	1,624	3.5	13,406	13,756
Supplies & Materials	322	629	48.8	701	1,246	43.8	5,314	5,799
Chargebacks	-	1	100.0	0	1	100.0	55	55
Capital Expenditures	538	476	(12.9)	1,800	1,825	1.4	9,491	9,287
Debt Service	(0)	-	N/A	5,222	4,920	(6.1)	20,930	20,930
Other	16	38	59.2	51	100	48.8	1,237	1,053
<b>Total Expenditures</b>	<b>6,939</b>	<b>8,524</b>	<b>18.6</b>	<b>18,625</b>	<b>19,622</b>	<b>5.1</b>	<b>141,329</b>	<b>141,828</b>
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>3,609</b>	<b>\$415</b>	<b>769.7</b>	<b>9,087</b>	<b>\$6,085</b>	<b>49.3</b>	<b>(\$4,613)</b>	<b>(\$4,635)</b>

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

Revenues	CURRENT MONTH			YEAR - T O - DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,661	\$9,661
Interest	2	2	(13.2)	3	(148)	102.1	55	55
Tuition, Fees, Admissions	(2)	1,081	(100.1)	100	1,140	(91.2)	1,898	1,898
Other Local Revenues	56	233	(76.0)	136	284	(52.2)	305	381
State Sources	7,177	6,048	18.7	21,658	19,686	10.0	76,025	76,085
Federal Aids from MDE	1,687	363	364.6	2,346	774	203.0	6,274	6,604
Federal Direct Aids	0	0	N/A	0	0	N/A	135	135
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>8,920</b>	<b>7,727</b>	<b>15.4</b>	<b>24,242</b>	<b>21,736</b>	<b>11.5</b>	<b>94,351</b>	<b>94,818</b>
<b>Expenditures</b>								
Salaries	3,083	4,015	23.2	4,980	5,399	7.8	54,200	54,274
Benefits	1,633	1,647	0.8	3,002	3,022	0.7	26,025	26,002
Purchased Services	557	482	(15.7)	1,140	997	(14.3)	7,249	7,471
Supplies & Materials	214	311	31.1	482	431	(51)	1,654	2,011
Chargebacks	0	1	100.0	(1)	1	232.7	(329)	(328)
Capital Expenditures	25	220	88.7	62	311	80.2	331	349
Debt Service	0	0	N/A	0	0	N/A	20	20
Other	13	37	65.0	43	94	54.1	1,017	835
<b>Total Expenditures</b>	<b>5,526</b>	<b>6,713</b>	<b>17.7</b>	<b>9,707</b>	<b>10,255</b>	<b>5.3</b>	<b>90,168</b>	<b>90,635</b>
Transfers In (Out)	0	0	N/A	0	0	N/A	(4,183)	(4,183)
<b>Operating Excess (Deficit)</b>	<b>\$3,394</b>	<b>\$1,014</b>	<b>234.8</b>	<b>\$14,535</b>	<b>\$11,481</b>	<b>26.6</b>	<b>(\$0)</b>	<b>(\$0)</b>

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 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2016	FY2015	FY2016	FY2015	Adopted	Revised
	\$	\$	\$	\$		
		Variance		Variance		
		%		%		
Lewy	\$0	\$0	\$0	\$0	\$9,174	\$9,174
Interest	2	(0)	3	151	55	55
Tuition, Fees, Admissions	(2)	(1,083)	82	(1,033)	1,480	1,480
Other Local Revenues	14	(11)	88	22	305	316
State Sources	7,115	6,019	21,542	19,575	64,985	64,985
Federal Aids from MDE	0	0	0	(8)	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0
<b>Total Revenues</b>	<b>7,129</b>	<b>7,127</b>	<b>21,715</b>	<b>20,616</b>	<b>75,999</b>	<b>76,010</b>
<b>Expenditures</b>						
Salaries	2,385	3,301	3,940	4,331	44,336	44,337
Benefits	1,358	1,367	2,506	2,540	20,751	20,751
Purchased Services	511	452	1,046	838	6,356	6,363
Supplies & Materials	137	259	393	376	1,211	1,316
Chargebacks	0	1	(2)	1	(1,361)	(1,361)
Capital Expenditures	20	151	51	153	250	276
Debt Service	0	0	0	0	20	20
Other	9	27	34	84	251	74
<b>Total Expenditures</b>	<b>4,420</b>	<b>5,558</b>	<b>7,968</b>	<b>8,323</b>	<b>71,815</b>	<b>71,777</b>
Transfers In (Out)	0	0	0	0	(4,183)	(4,183)
<b>Operating Excess (Deficit)</b>	<b>\$2,709</b>	<b>\$1,569</b>	<b>\$13,747</b>	<b>\$12,293</b>	<b>(\$0)</b>	<b>\$50</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	N/A	\$0	\$0	N/A	\$487	\$487
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	18	25	(7)	418	418
Other Local Revenues	42	208	(79.7)	48	218	(170)	0	65
State Sources	63	29	115.6	115	111	4	11,040	11,100
Federal Aids from MDE	1,687	363	364.6	2,346	766	1,580	6,274	6,604
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>1,791</b>	<b>600</b>	<b>198.6</b>	<b>2,527</b>	<b>1,120</b>	<b>1,407</b>	<b>18,353</b>	<b>18,808</b>
<b>Expenditures</b>								
Salaries	698	714	16	1,040	1,068	28	9,863	9,937
Benefits	275	280	5	496	482	(14)	5,274	5,251
Purchased Services	46	30	(16)	94	159	65	893	1,108
Supplies & Materials	78	52	(26)	89	55	(34)	443	696
Chargebacks	0	0	0	1	0	(1)	1,032	1,033
Capital Expenditures	5	69	64	11	158	147	81	73
Debt Service	0	0	0	0	0	0	0	0
Other	4	10	6	9	10	1	766	761
<b>Total Expenditures</b>	<b>1,106</b>	<b>1,155</b>	<b>49</b>	<b>1,739</b>	<b>1,932</b>	<b>193</b>	<b>18,353</b>	<b>18,858</b>
Transfers In (Out)	0	0	0	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>\$686</b>	<b>(555)</b>	<b>1,241</b>	<b>\$788</b>	<b>(\$812)</b>	<b>\$1,600</b>	<b>(\$0)</b>	<b>(\$50)</b>

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 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Lewy	0	0	N/A	0	0	N/A	0	0
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	1	1	36.9	14	14
State Sources	0	0	N/A	0	0	N/A	156	156
Federal Aids from MDE	58	39	47.5	247	159	88	2,264	2,274
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	13	12	11.9	19	16	3	1,206	1,206
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>71</b>	<b>51</b>	<b>39.1</b>	<b>268</b>	<b>176</b>	<b>92</b>	<b>3,640</b>	<b>3,650</b>
<b>Expenditures</b>								
Salaries	48	69	29.9	132	128	(4)	1,155	1,155
Benefits	21	24	11.7	49	47	(2)	429	429
Purchased Services	1	6	79.7	9	14	5	115	115
Supplies & Materials	82	84	2.1	120	120	0	1,990	2,000
Chargebacks	0	0	N/A	1	0	(1)	158	158
Capital Expenditures	1	83	98.5	5	95	90	34	34
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	N/A	1	1	0	20	20
<b>Total Expenditures</b>	<b>154</b>	<b>266</b>	<b>41.9</b>	<b>317</b>	<b>405</b>	<b>88</b>	<b>3,902</b>	<b>3,912</b>
Transfers In (Out)	0	0	N/A	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$83)</b>	<b>(\$215)</b>	<b>61.2</b>	<b>(\$49)</b>	<b>(\$229)</b>	<b>\$180</b>	<b>(\$262)</b>	<b>(\$262)</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	N/A	0	0	N/A	0	0
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	5	5
State Sources	0	421	(100.0)	535	1,106	(571)	5,675	5,675
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	6	(100.0)	0	6	(6)	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>0</b>	<b>427</b>	<b>(100.0)</b>	<b>535</b>	<b>1,112</b>	<b>(577)</b>	<b>5,680</b>	<b>5,680</b>
<b>Expenditures</b>								
Salaries	(4)	70	105.0	69	151	82	1,199	1,199
Benefits	41	42	3.3	72	75	3	730	730
Purchased Services	110	353	68.9	141	372	231	3,921	3,921
Supplies & Materials	9	29	70.6	26	54	28	384	384
Chargebacks	0	0	N/A	0	0	(0)	1	1
Capital Expenditures	0	2	94.5	176	2	(174)	281	281
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	1	98.6	0	1	1	1	1
<b>Total Expenditures</b>	<b>156</b>	<b>497</b>	<b>68.7</b>	<b>485</b>	<b>655</b>	<b>170</b>	<b>6,518</b>	<b>6,518</b>
Transfers In (Out)	0	0	N/A	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$156)</b>	<b>(\$70)</b>	<b>(122.4)</b>	<b>\$50</b>	<b>\$457</b>	<b>(\$407)</b>	<b>(\$838)</b>	<b>(\$838)</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	N/A	0	0	N/A	\$963	\$963
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	137	177	(22.6)	386	397	(11)	1,586	1,586
Other Local Revenues	33	0	N/A	62	32	30	78	78
State Sources	411	201	104.4	518	483	35	2,003	2,003
Federal Aids from MDE	116	0	N/A	120	7	113	162	162
Federal Direct Aids	0	0	N/A	0	0	0	1,773	1,773
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>697</b>	<b>378</b>	<b>84.3</b>	<b>1,086</b>	<b>919</b>	<b>167</b>	<b>6,564</b>	<b>6,564</b>
<b>Expenditures</b>								
Salaries	250	242	(3.2)	396	389	(7)	3,570	3,570
Benefits	105	104	(1.1)	201	201	(0)	1,387	1,387
Purchased Services	88	140	37.0	190	172	(18)	1,242	1,245
Supplies & Materials	15	36	59.4	62	57	(5)	281	278
Chargebacks	0	0	N/A	0	0	(0)	224	224
Capital Expenditures	0	0	N/A	0	0	0	12	15
Debt Service	0	0	N/A	0	0	0	0	0
Other	2	0	(2)	3	0	(3)	156	152
<b>Total Expenditures</b>	<b>460</b>	<b>522</b>	<b>11.9</b>	<b>852</b>	<b>819</b>	<b>(33)</b>	<b>6,871</b>	<b>6,871</b>
Transfers In (Out)	0	0	N/A	0	0	0		
<b>Operating Excess (Deficit)</b>	<b>\$237</b>	<b>(\$144)</b>	<b>264.5</b>	<b>\$234</b>	<b>\$100</b>	<b>\$134</b>	<b>(\$307)</b>	<b>(\$307)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2016	FY2015	Variance	FY2016	FY2015	Variance		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$1,029	\$1,029
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	2	1	54.5	4	4	11.7	16	16
State Sources	0	86	(100.0)	163	287	(124)	972	972
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	100	0	100	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>2</b>	<b>87</b>	<b>(98.2)</b>	<b>267</b>	<b>291</b>	<b>(24)</b>	<b>2,017</b>	<b>2,017</b>
<b>Expenditures</b>								
Salaries	60	65	7.9	164	199	35	856	856
Benefits	23	26	12.7	73	90	17	335	335
Purchased Services	22	6	(272.2)	35	23	(12)	0	74
Supplies & Materials	0	169	100.0	0	581	581	450	512
Chargebacks	0	0	N/A	0	0	0	0	0
Capital Expenditures	98	0	(98)	991	852	(139)	3,766	3,651
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	N/A	0	0	(0)	0	0
<b>Total Expenditures</b>	<b>203</b>	<b>266</b>	<b>23.7</b>	<b>1,264</b>	<b>1,745</b>	<b>481</b>	<b>5,406</b>	<b>5,428</b>
Transfers In (Out)	0	0	N/A	0	0	0	4,183	4,183
<b>Operating Excess (Deficit)</b>	<b>(\$201)</b>	<b>(\$179)</b>	<b>(\$22)</b>	<b>(\$997)</b>	<b>(\$1,454)</b>	<b>\$457</b>	<b>\$795</b>	<b>\$773</b>

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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	(0)	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	0	5	(5)	0	0
State Sources	0	7	(100.0)	0	12	(12)	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>7</b>	<b>(100.0)</b>	<b>(0)</b>	<b>17</b>	<b>(17)</b>	<b>1,187</b>	<b>1,187</b>
<b>Expenditures</b>								
Salaries	6	6	2.2	17	15	(2)	84	84
Benefits	2	2	5.1	6	6	(0)	26	26
Purchased Services	23	14	(63.3)	37	33	(4)	20	70
Supplies & Materials	2	0	N/A	12	3	(9)	33	91
Chargebacks	0	0	N/A	0	0	(0)	0	0
Capital Expenditures	413	171	(141.7)	566	565	(1)	5,068	4,956
Debt Service	(0)	0	N/A	0	0	0	0	0
Other	0	0	N/A	4	4	(0)	8	10
<b>Total Expenditures</b>	<b>446</b>	<b>193</b>	<b>(131.1)</b>	<b>642</b>	<b>626</b>	<b>(16)</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>(\$446)</b>	<b>(\$186)</b>	<b>(139.8)</b>	<b>(\$642)</b>	<b>(\$609)</b>	<b>(\$33)</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	FY2016	FY2015	Adopted	Revised
	\$	\$	\$	\$	\$	\$
		Variance		Variance		
		%		%		
Levy	0	0	0	0	0	0
Interest	0	0	0	(1)	20	20
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	0	0	0	0	170	170
State Sources	0	0	0	0	0	0
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	0	0	0	(1)	190	190
		N/A		(100.0)		
<u>Expenditures</u>						
Salaries	0	0	0	0	0	0
Benefits	0	0	0	0	200	200
Purchased Services	0	0	0	0	0	0
Supplies & Materials	0	0	0	0	0	0
Chargebacks	0	0	0	0	0	0
Capital Expenditures	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Expenditures	0	0	0	0	200	200
		N/A		N/A		
Transfers In (Out)	0	0	0	0	0	0
		N/A		N/A		
Operating Excess (Deficit)	\$0	\$0	\$0	\$1	(\$10)	(\$10)
		N/A		(100.0)		

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2016	FY2015	Variance	FY2016	FY2015	Variance		
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0
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	\$180	66	173.1	278	260	18	785	785
State Sources	\$0	0	N/A	0	0	0	0	0
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>180</b>	<b>66</b>	<b>173.1</b>	<b>278</b>	<b>260</b>	<b>18</b>	<b>785</b>	<b>785</b>
<b>Expenditures</b>								
Salaries	\$0	0	N/A	0	0	0	0	0
Benefits	(\$10)	63	116.6	123	184	61	700	700
Purchased Services	\$4	4	(10.8)	13	13	(0)	54	54
Supplies & Materials	\$0	0	N/A	0	0	0	0	0
Chargebacks	\$0	0	N/A	0	0	0	0	0
Capital Expenditures	\$0	0	N/A	0	0	0	0	0
Debt Service	\$0	0	N/A	0	0	0	0	0
Other	\$0	0	N/A	0	0	0	0	0
<b>Total Expenditures</b>	<b>(6)</b>	<b>67</b>	<b>109.0</b>	<b>137</b>	<b>197</b>	<b>60</b>	<b>754</b>	<b>754</b>
Transfers In (Out)	0	0	N/A	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>\$186</b>	<b>(\$1)</b>	<b>\$187</b>	<b>\$142</b>	<b>\$63</b>	<b>\$79</b>	<b>\$31</b>	<b>\$31</b>

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

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





**ISD #709 - Duluth Public Schools  
ACH & Wire Transfer Summary**

Period Ending **09/30/2015**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
09/11/2015	V107231	DULUTH TEACHERS CREDIT	7,425.67
09/11/2015	V106637	EBC - FLEX EFT	11,393.31
09/11/2015	V106636	EBC - TSA EFT	77,487.16
09/11/2015	V108869	EMPOWER RETIREMENT FOR MSRS	371,152.11
09/11/2015	V102915	FEDERAL 941 PR TAXES	518,483.54
09/11/2015	V108066	MG TRUST	89,375.13
09/11/2015	V05173	MN CHILD SUPPORT EFT	1,812.50
09/11/2015	V108320	MN DEPT OF REVENUE EFT	327.72
09/11/2015	V102916	MN STATE PR TAXES	88,984.40
09/11/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	51,427.82
09/11/2015	V108783	TEACHERS RETIREMENT ASSOC EFT	255,261.26
09/11/2015	V79704	U S BANK - PY DIRECT DEPOSIT	1,267,793.28
09/25/2015	V79764	DULUTH FEDERATION OF TEA	29,312.61
09/25/2015	V107231	DULUTH TEACHERS CREDIT	7,646.28
09/25/2015	V106637	EBC - FLEX EFT	12,153.65
09/25/2015	V106636	EBC - TSA EFT	73,603.28
09/25/2015	V79771	EDUCATION MN CLERICAL	1,281.97
09/25/2015	V108869	EMPOWER RETIREMENT FOR MSRS	21,456.63
09/25/2015	V102915	FEDERAL 941 PR TAXES	557,998.66
09/25/2015	V108066	MG TRUST	118,693.99
09/25/2015	V05173	MN CHILD SUPPORT EFT	2,150.53
09/25/2015	V108320	MN DEPT OF REVENUE EFT	215.68
09/25/2015	V102916	MN STATE PR TAXES	93,670.60
09/25/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	82,706.03
09/25/2015	V108783	TEACHERS RETIREMENT ASSOC EFT	255,557.26
09/25/2015	V79704	U S BANK - PY DIRECT DEPOSIT	1,414,355.10
09/30/2015	V06645	MEDICA HEALTH PLAN (EFT)	169,686.50
09/30/2015	V106638	PEIP - HLTH EFT	1,174,378.84
09/30/2015	V80030	DELTA DENTAL PLAN OF MN(EFT)	69,884.63
09/30/2015	V104923	HARRIS BANK	28,184.59
			<u>6,853,860.73</u>

**ISD 709 – Duluth Public Schools  
GF Investment Activity for FY 2016  
As of September 30, 2015**

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

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
09/02	FMCNDN	MBS	01/22/16	0.24%	\$ 1,498,580.00
09/29	Westfield Bank (xx)	MBS	01/29/16	0.25%	249,000.00

**Total Purchases** \$ **1,747,580.00**

**Deduct Maturities/Calls/Sales:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
09/02	Beal Bank, SSB (TX)	MBS	09/02/15	0.20%	\$ 249,000.00
09/14	First Community Bank (MI)	MBS	09/14/15	0.20%	249,000.00
09/28	Cedar Rapids Bk & Tr (IA)	MBS	09/28/15	0.25%	245,000.00

**Total Maturities** \$ **743,000.00**

**Other items:**

Add:	Money Market Funds Interest	\$ 169.57
	Beginning Value Adjustment	0.00
	Other Interest/Cash Balance on Account	0.00
Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	0.00

**Total Other** \$ **169.57**

**Ending Investment Balance** (September 30, 2015) \$ **8,847,825.57**

Note: Ending Investment Balance as of September 30, 2014 was \$1,507,306.06

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

Grade Levels	Nov Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	PRELIMINARY EOY
						APU 1415
KG	564	0.990888869856	558.86	1.00	558.86	<b>626.15</b>
HK	71	1.085614389234	77.08	1.00	77.08	<b>66.48</b>
Gr 1-3	1938	0.988664358883	1916.03	1.00	1916.03	<b>1962.98</b>
Gr 4-6	1772	0.982923485170	1741.74	1.00	1741.74	<b>1769.86</b>
Gr 7-8	1136	0.965485614581	1097.11	1.20	1316.53	<b>1364.59</b>
Gr 9-12	2851	0.919248929323	2620.37	1.20	3144.44	<b>3149.56</b>
<b>Sub-Total</b>	8331.88				<b>8754.68</b>	<b>8939.62</b>
<b>Other APU Generators</b>						
	Nov Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
<b>Early Childhood</b>	206	0.472632466	97.36	1.000	<b>97.36</b>	<b>93.34</b>
Early Childhood Details	Final Count	Nov 1 Count	Final PU			
12-13	344	183	91.75			
13-14	368	183	83.09			
14-15	371	201	93.34			
15-16*		206	97.36			
<b>Resident Tuition**</b>						
Resident Tuition Details	Total APU				39.24	
12-13	48.46					
13-14	36.47					
14-15	32.79					
15-16*	39.24					
<b>ALC**</b>						
ALC Details	Total APU				263.31	
12-13	273.97					
13-14	237.86					
14-15	278.11					
15-16*	263.31					
<b>Projected Total APU</b>					<b>8852.04</b>	<b>9032.96</b>
<b>Budgeted APU</b>					8945.50	
<b>Net</b>					-93.46	

\* Projected

\*\* Included in Grade level projections



## **8020—Orientation of New School Board Members**

~~The School Board and the administrative staff shall assist each new member elect or appointee to understand the School Board's functions, policies and procedures and operation of the School District before he/she takes office. The following methods shall be employed:~~

- ~~1. The electee/appointee shall be given selected material on the functions of the School Board and the School District.~~
- ~~2. The electee/appointee shall be invited to attend School Board meetings and to participate in its discussions.~~
- ~~3. The electee/appointee shall be invited to meet with the Superintendent and other administrative personnel to discuss services provided by the School District.~~
- ~~4. The electee/appointee shall be given a copy of School Board policies and by laws, administrative regulations and copies of pertinent materials developed by the administrative staff.~~

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

~~Revised: 04-12-1977~~

~~\_\_\_\_\_ 06-20-1995 ISD 709~~

## ~~8025—School Board Development and Expenses—~~

- ~~1. The Superintendent shall annually at the reorganization meeting include a review of this policy.~~
- ~~2. Each School Board member traveling under this policy must have School Board pre-approval at a regular meeting of the School Board, special meeting of the School Board, or by two School Board officers in situations where there is an urgent need to attend a meeting.~~
- ~~3. Expenses incurred attending meetings including transportation, lodging, meals, and registration fees shall be a charge against School District funds when previously authorized by the School Board.~~
- ~~4. The Superintendent of Schools or designee will review School Board expenses and pass on to the treasurer for review and approval. If a discrepancy exists, the treasurer is to immediately bring this to the attention of the individual School Board member and Superintendent for correction.~~
- ~~5. All expenses must be filed with the Business Services within 30 days from the conclusion date of the activity.~~
- ~~6. Reasonable reimbursement rates can be made for the following with actual receipts that show convenience and economy.~~

<del>tourist class airfare</del>	<del>limousine, buses, taxi</del>
<del>registration, fees and banquets</del>	<del>car rentals</del>
<del>lodging</del>	<del>parking and meals</del>

- ~~7. Private vehicle usage can be reimbursed at 30 cents per mile by turning in a reimbursement form without any receipts.~~
- ~~8. Per diem rates for expenses, in the absence of receipts, are as follows:~~

<del>-</del>	<del><u>In State</u></del>	<del><u>Out of State</u></del>
<del>Breakfast</del>	<del>\$ 5.00</del>	<del>\$ 5.00</del>
<del>Lunch</del>	<del>7.00</del>	<del>7.00</del>
<del>Dinner</del>	<del><u>13.00</u></del>	<del><u>15.00</u></del>
<del>-</del>	<del>\$25.00 per day</del>	<del>\$27.00 per day</del>

- ~~9. Requests for reimbursement for out of ordinary expenses can be made to the Superintendent as per No. 4 above. If necessary, the Superintendent can bring it before the Board at the next regular meeting.~~
- ~~10. Advances for lodging, transportation, and registration fees may be made with 10 days prior notice. Meal advances may be based on per diem costs times the number of days.~~
- ~~11. Members may receive expense money, as per Policy #8035, for travel and meals relative to meetings necessary to fulfill their committee obligations. All out-of-state travel, paid for or reimbursed by a third party, will require preapproval of the School Board.~~

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

~~Revised: 04-12-1977~~

~~03-13-1984~~

~~06-11-1986~~

~~04-17-1990~~

~~07-16-1991~~

~~06-08-1992~~

~~04-25-1995~~

~~06-20-1995~~

~~03-18-1997 ISD 709~~



**8115—Membership in School Board Associations**

~~The School Board shall hold membership in such local, state, regional, and national school board associations as may exist and shall look upon such memberships as an opportunity for mutual exploration of issues and problems and individual growth on the part of School Board members.~~

~~Reference: MSA 123.33~~

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

~~Revised: 04-12-1977~~

~~06-20-1995 ISD 709~~

## 212 SCHOOL BOARD MEMBER DEVELOPMENT AND TRAVEL/EXPENSE REIMBURSEMENT

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

Replacing: 8025

First Reading: 11-17-15

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

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

MSBA/MASA Model Policy 412 (Expense Reimbursement)

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

### **I. PURPOSE**

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

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

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

### **III. APPROPRIATE TRAVEL**

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

### **IV. REIMBURSABLE EXPENSES**

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

### **V. REIMBURSEMENT**

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

## VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

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

Replacing: 8025  
First Reading: 11-17-15

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

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

**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.

**Donations**

<b>SCHOOL</b>	<b>DONOR</b>	<b>RESTRICTION (If any)</b>	<b>AMOUNT</b>
Stowe	St. Margaret Mary Church	Gift Cards for kids Back pack program	1,375.00
District Wide	Carolyn Zanho	45 Hand Knit Mittens	In Kind
District Wide	Carolyn Zanho	8 Hand Knit Hats	In Kind
Denfeld High	Irving Community Club	Softball Program	1,000.00
Denfeld High	Albert Bray	Robotics	250.00
Denfeld High	Nathan's Millers Roofing	Cheer Team	100.00
Denfeld High	West Duluth American Legion	Robotics	250.00
Denfeld High	Eighth District Sons of America	Robotics	250.00
Denfeld High	Coen State Farm Agency	Robotics	250.00
Denfeld High	Shane and Terri Kuhlmeier	Criterion Newspaper	50.00
Music Prog	Mary and Ron Johnson	Three band instruments	In Kind
Lincoln Park	Century Link	\$900 and Supplies for Student Needs	900.00
Homecroft	Maurices	None	40.00
Lester Park	Maurices	donation in lieu of fund raiser	55.00
Lester Park	Jered/Melinda Granley	donation in lieu of fund raiser	25.00
Lester Park	Amy Swing/Colleen Kelly	2 cks each for \$20	40.00
Lester Park	K/A Lussier	donation in lieu of fund raiser	40.00
Lester Park	Patrick/Patricia Earley	donation in lieu of fund raiser	50.00
Lester Park	Matthew/Karen Hanka	donation in lieu of fund raiser	25.00
Lester Park	Shawn Amundson	donation in lieu of fund raiser	25.00
Lester Park	Timothy Traynor/Sarah Ziring	donation in lieu of fund raiser	50.00
Lester Park	Daniel/Elizabeth McLaughlin	2 cks each for \$20	40.00
Lester Park	Steve/Margaret Sutherland	donation in lieu of fund raiser	50.00
Lester Park	Jonathan/Gayle Koop	donation in lieu of fund raiser	50.00
Lester Park	Dylan/Katherine Mills	donation in lieu of fund raiser	25.00
Lester Park	Brent/Kayla Keigley	donation in lieu of fund raiser	25.00
Lester Park	Friday Properties Mgmt LLC	donation in lieu of fund raiser	35.00

Lester Park	Andrew/Jacqueline Weyrauch	donation in lieu of fund raiser	10.00
Lester Park	PTA	Chrome Books	4,117.50
Lester Park	PTA	Shelving for Media Center	281.56
Lester Park	Emily/Ted Cash	donation in lieu of fund raiser	50.00
Lester Park	Curtis/Beth Cash	donation in lieu of fund raiser	150.00
Lester Park	Gretchen Cash	donation in lieu of fund raiser	250.00
District Wide	Josh Goram/St. Louis County Safe Routes to School Program	4,000 Clip on Flash Light Strobes for Elementary Students	In Kind
		TOTAL	9,859.06

Resolution B-11-15-3312

November 17, 2015

Expenditure Contracts Signed – October 2015

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

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
SUNGARD	\$11,602.00	Technology	New Equifax Payroll & Employee Reports
Lamar	1,725.00	Public Relations	Online Learning Advertising
Emily Engel	6,000.00	Spec Serv	Interpreter Services
Karen C. Sheldon	6,000.00	Spec Serv	Interpreter Services
Angela Washington-Buffalo	500.00	General	Career & College Information
YWCA Early Childhood	14,000.00	Early Childhood	Headstart/Early Childhood Services
BAYADA Home Health Care Inc.	6,000.00	Spec Serv	Nursing Services Per IEP
Charles Smith	3,000.00	OEE	Develop Ojibwe Language Curriculum
School Datebooks	331.40	General	Lester Park Datebooks
Misty Morrow	5,000.00	Indian Ed	Culturally Based Student Activities
Johnathan Thunder	2,500.00	Indian Ed	American Indian Arts/Culture Classes
Elyse Lawrey	500.00	Indian Ed	Treaty Establishment Expertise
John Morrow	10,000.00	Indian Ed	Culturally Based Student Activities
Sam Simmons	6,000.00	Indian Ed	Staff Training

\*\*\*Via Email\*\*\* [roberta.evanson@isd709.org](mailto:roberta.evanson@isd709.org)

October 5, 2015

Roberta Evanson  
Independent School District #709  
215 North 1<sup>st</sup> Avenue E.  
Duluth, MN 55802

Dear Robin:

We have completed our analysis of your request for modifications to the **PLUS SERIES BusinessPLUS** application. Please refer to the attached detailed specification that describes our understanding of your requirements for this project. The charge for technical services to provide the item listed on the attached is as follows:

<u>Project Name</u>	<u>Reference Project Number</u>	<u>Description</u>	
New Equifax Payroll & Employee Reports	BCIDP912858 Rev 1.0	Standard Charge (total effort) less Discount per contract <b>TOTAL NET CHARGE</b>	\$22,125 <del>(\$11,063)</del> <u>\$11,062</u>

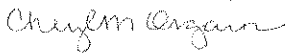
*This fixed project cost will expire 60 days after the date of this correspondence.*

If you are in agreement with the above charges and the contents of the detailed specifications attached, please provide a purchase order number, sign and date the original copy of this letter in the space provided, and return a copy directed to my attention. A percentage of the above standard charge, currently 30%, will be added to your annual software support agreement for on-going telephone support and maintenance. Changes that occur to the specifications after the work has begun will be subject to examination as to their impact on time and cost. I will contact you if any adjustments to this project's cost are necessary. In addition, if you should need to cancel the project after work has begun, we will invoice you only for the time spent on the project to date. All new and modified programs remain the property of SunGard K-12 Education. The above total net charge is due upon installation.

You will have a 45-day period immediately following delivery of the software to test and verify that it performs in accordance with the specifications. Any defects reported during this period will be corrected. After installation, questions and problem reports must be directed to the Help Desk. The software must be covered under maintenance as of the delivery date in order to receive support after the 45-day period. SunGard K-12 Education reserves the right to remove the software for non-payment.

For your planning purposes, note that approved projects are currently being scheduled to begin October. I will schedule a completion date for this project upon receipt of your approval. Please feel free to contact me at (530) 879-2749, or via email at [cheryl.orgain@sungardps.com](mailto:cheryl.orgain@sungardps.com), if you have any questions or wish to further discuss the details of the project.

Sincerely,

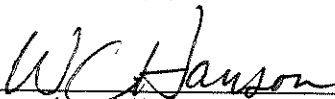


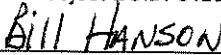
Cheryl Orgain –Project Coordinator Financial Custom Programming Services

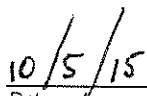
Attachment

cc: Tyson Crowl, Angel Barreras, Mark Doughman

An authorized signature and a purchase order number are required to confirm your intent to proceed with this Project unless otherwise indicated. By assigning a purchase order number, you are agreeing to the terms and conditions in this document. Preprinted conditions and all other terms and conditions not included in this Project or in the underlying base Agreement stated on any purchase order or other document submitted hereafter by customer are of no force or effect, and the terms and conditions of the base Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard K-12 Education to Client. Please initial here if you do not wish to purchase maintenance on this Project \_\_\_\_\_

  
Approved by

Project BCIDP912858 Rev 1.0  
  
Please print name here

  
Date Purchase Order

# SUNGARD® K-12 EDUCATION

Project BCIDP912858  
Rev 1.0

MN TRA Retirement Files  
Independent School District #709

October 2, 2015  
Roberta Evanson

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## STATEMENT OF REQUEST:

Independent School District 709 is requesting to have two files created to assist them with their ACA requirements. They will send these files to a third party (Equifax). One file will hold Payroll information and the other one will hold employee information.

## CURRENT FUNCTIONALITY:

BusinessPLUS currently does not support the two new Equifax file formats.

## FUNCTIONAL SPECIFICATION:

### OVERVIEW:

Two new custom programs will be created to produce the payroll and Employee information files for delivery to Equifax. The Equifax Employee information program will be py786mn.cbl. The Equifax payroll information program will be py787mn.cbl.

### FEATURES

Employee information file

- The process would prompt the user for the following:
  - Begin Date, End Date
- The process would report on any employee that have any paid history between the two dates.
- The process would create a report that would show ID, Name, SSN, Emp Class Code, Union Affiliation, Emp Class Code, ACA Emp Designation Code, ACA Emp Category Code, ACA Pay Type Classification Code
- The process will create a file with the following format:
- The file format is a comma delimited file with the following fields.

Detail Record

Name	Max Len	Type	Notes
COCODE	255	AN	Always 0052
DataSource	255	AN	Robin to ask Equifax
FEIN	09	AN	"416003776" to be retrieved from Common code
SSN	09	AN	From hr_empmstr
Employee ID	255	AN	From hr_empmstr
Assignment ID	255	AN	Blank
Billing Code	255	AN	Blank
Is Primary Assignment	01	N	Blank
Current Status	01	AN	Hr status on hr_empmstr. If A, I, L keep. All others make I (Capital letter I)
Original Hire date	10	DATE	Original hire date from hr_empmstr
Most Recent Hire date	10	DATE	Hire date from hr_empmstr
Most Recent Start date	10	DATE	Hire date from hr_empmstr
Termination date	10	DATE	Termination date from hr_empmstr
First Name	255	AN	First name from hr_empmstr
Last Name	255	AN	Last name from hr_empmstr
Middle Name	255	AN	Middle name from hr_empmstr
Pay Rate	05	D	Always 0.00 (needs to have the decimal point in the file)
Pay Type	02	A	Always "HY"
Pay Cycle Frequency	02	A	Always "BW"
Home Addr Line 1	255	AN	Addr line 1 from hr_empmstr
HomeAddr Line 2	255	AN	Addr line 2 from hr_empmstr
Home City	255	AN	City from hr_empmstr
Home State	02	A	State from hr_empmstr
Home Zip	09	AN	Zip from hr_empmstr
Home Country	03	AN	Blank

# SUNGARD® K-12 EDUCATION

Project BCIDP912858  
Rev 1.0

MN TRA Retirement Files  
Independent School District #709

October 2, 2015  
Roberta Evanson

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Email	255	AN	Blank
Date of Birth	10	DATE	Date of Birth from hr_empmstr
Gender	01	A	Gender from hr_empmstr
Union Affiliation	255	AN	Bargaining unit from hr_empmstr
Emp Class Code	255	AN	Misc. value (numb1-9) from hr_empmstr (This is on Others/Miscellaneous tab) Which misc. value to be set on common code. Duluth is using numb5.
Emp Class Label	255	AN	Blank
ACA Emp Designation Code	02	A	Robin to send logic
ACA Emp Category Code	255	AN	Always "CG1EC1"
ACA Pay Type Classification Code	01	A	Cycle from hr_empmstr. If 02 then "H" (Hourly). If 02 then "S" (Salary)
Job Title	255	AN	Take PCN Number from most recent PM pay assignment record and lookup it's description and place that in Job title.
Job Class Code	255	AN	Blank
Job Class Label	255	AN	Blank
Work Location	255	AN	Blank
Region	255	AN	Blank
Division	255	AN	Blank
Department	255	AN	Blank
Work Addr Line 1	255	AN	Blank
Work Addr Line 2	255	AN	Blank
Work City	255	AN	Blank
Work State	02	A	Blank
Work Zip	09	AN	Blank
Work Country	03	A	Blank
ACA Security Key	255	AN	Blank
Work Number Used	255	AN	Blank
Adjusted Hire Date	10	DATE	Blank
Years of Service	02	N	Blank
Months of Service	01	N	Blank
Work Number Division	12	AN	Blank
Work Number Default PIN	08	AN	Blank

A – Alpha, N – Numeric, AN – ALPHA/Numeric, D – Decimal to 2 digits, DATE – Date.

## FEATURES

### Payroll file

- The process would prompt the user for the following:
  - Pay Period.
- The process would report on any employee in the Pay period. Want DP records for standard employee. For CM use DR records. Same as TRA Payroll file.
- The process would create a report that would show Employee ID, SSN, Pay date, Hours Worked, Gross Pay
- The process will create a file with the following format:
- The file format is a comma delimited file with the following fields.

### Detail Record

Name	Max Len	Type	Notes
COCODE	255	AN	Always 0052
DataSource	255	AN	Robin to ask Equifax
Payroll System ID	255	AN	File name
Pay date	10	DATE	Check date from Pay Period
Pay Period Start date	10	DATE	Start date from Pay Period
Pay Period End date	10	DATE	End Date from Pay Period
FEIN	09	AN	"416003776" to be retrieved from Common code
SSN	09	AN	SSN from hr_empmstr
Employee ID	255	AN	ID from hr_empmstr
Assignment ID	255	AN	Blank

# SUNGARD® K-12 EDUCATION

Project BCIDP912858  
Rev 1.0

MN TRA Retirement Files  
Independent School District #709

October 2, 2015  
Roberta Evanson

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Billing code	255	AN	Blank
Compensation Type	255	AN	Blank
Adjustment Key	255	AN	Blank
Pay Rate	05	D	Always 0.00
Pay Type	02	A	Always "HY"
Pay Cycle Frequency	02	A	Always "BW"
Hours Worked	06	D	Use Hour base 26 to add up hours worked. Which hour base to be defined on a common code.
Gross Pay	10	D	Use Pay Base 01 to add up Gross pay. Which Pay base to be defined on a common code.
W2 Box1 Deductions	10	D	Blank
ACA Security Key	255	AN	Blank
Net Pay	10	D	Blank
Work Number Division	12	AN	Blank

A – Alpha, N – Numeric, AN – ALPHA/Numeric, D – Decimal to 2 digits, DATE – Date.

Note: The Features list summarizes the functionality that will be included in this custom programming project. If there are any expected features of this project that are not included in this list, please contact SunGard K-12 Education.

## TERMINOLOGY:

<None>

## MENU CHOICES:

The following options would be affected by this modification:

There will be two new masks created to run the reports:

- PYRERRMNEE – Equifax Employee Report
  - User prompts for Employee report
    - Begin Date
    - End Date
  
- PYRERRMNEP – Equifax Payroll Report
  - User prompts for Payroll report
    - Pay Period

## SETUP:

A new Common code PYFG/PY786MN for Employee Information will be created which will hold setup information for the demographic file.

- FEIN Number (416003776)
- Misc. code from HREEEM/Others/Miscellaneous tab for Employee Class Code. (Numb1-9). Client using numb5.

A new common code PYFG/PY787MN will be created which will hold setup information for the Payroll file.

- FEIN Number (416003776)
- Hour Base for Hours worked
- Pay Base for Gross Pay

# SUNGARD® K-12 EDUCATION

Project BCIDP912858  
Rev 1.0

MN TRA Retirement Files  
Independent School District #709

October 2, 2015  
Roberta Evanson

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## CAUTIONS AND RESTRICTIONS:

Note that this project includes installation in a single test environment, and in a subsequent single production environment that is at the same release level, within 45 days of the initial installation. Differences in the test and production environment requiring patches will be billed in addition to the project cost, based on the effort incurred.

Testing that extends past the 45 day warranty period will be reviewed, and additional charges for installation, reinstallation or changes may be billed at our then-current hourly rate based on the effort.

---

## **SPECIFICATION APPROVED BY:** \_\_\_\_\_

Please Return Approved Copy with Approved Estimate Letter

Duluth  
 P.O. Box 16030  
 Duluth, MN 55816  
 Phone: 218-628-2301  
 Fax: 218-628-0364



CONTRACT # 2457925

Date: 9/18/2015  
 New/Renewal: NEW  
 Account Executive: Benjamin Blais  
 Phone: 218-628-2301

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	637654-0
Name	ACADEMIC EXCELLENCE ONLINE
Address	215 N 1ST AVENUE E
City/State/Zip	DULUTH, MN 55802
Contact	KATHLEEN KAUFMAN
Email Address	kathleen.kaufman@isd709.org
Phone #	(218) 336-8735
Fax #	
P.O./ Reference #	
Advertiser/Product	ACADEMIC EXCELLENCE ONLINE
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Poster Flex	142 Duluth, MN	Print & Install (1) Poster Flex		10/19/15	1	\$150.00	\$150.00
Total Production/Other Services Costs:							\$150.00

Space											
# of Panels: 1											Billing Cycle: Every 4 weeks
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost	
10457 293785	142-VIRGINIA, MN	HWY 53 .3 MI N/O HWY 169 W/L S/F	Yes	Poster	10' 6" x 22' 9"		10/19/15-01/10/16	3	\$525.00	\$1,575.00	
Total Space Costs:										\$1,575.00	
Total Costs:										\$1,725.00	


**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Advertising Director CFO  
 (Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	ACADEMIC EXCELLENCE ONLINE
Signature:	 (signature above)
Name:	Bill HANSON (print name above)
Date:	10/5/15 (date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Benjamin Blais	GENERAL MANAGER	DATE

Duluth  
P.O. Box 16030  
Duluth, MN 55816  
Phone: 218-628-2301  
Fax: 218-628-0364



**CONTRACT # 2457925**

Date: 9/18/2015  
New/Renewal: NEW  
Account Executive: Benjamin Blais  
Phone: 218-628-2301

### STANDARD CONDITIONS

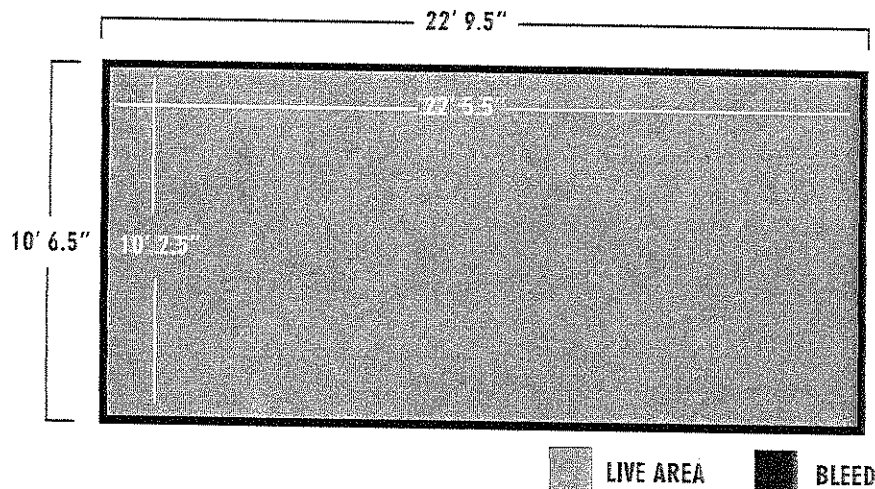
1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

# POSTERFLEX RETRO

## VINYL/SINGLE-SHEET POSTER PANEL

DESIGN AND FINISHING SPECIFICATIONS

AKA: VINYL RETRO POSTER PANEL / 50 SHEET



### DESIGN SPECIFICATIONS\*

#### SCALE / RESOLUTION / LIVE & TRIM AREAS

Build template at 216 resolution  
Live area document size: 10.208" x 22.458"  
Overall document size: 10.64" x 22.89"

#### COMPATIBLE SOFTWARE

Adobe Photoshop  
Adobe Illustrator  
Macromedia FreeHand  
Adobe InDesign  
QuarkExpress

#### ACCEPTABLE FORMATS

DESIGN: Native file format of the software listed above or Adobe PDF (fonts embedded)  
LINKS: .EPS (cmyk) .TIF (cmyk)  
FONTS: Convert to outline (Quark files must include fonts)

#### COLOR MATCHING

If precise color matching is critical, please provide a quality matchprint and/or Pantone callout for solid colored areas.

### FINISHING SPECIFICATIONS

Live image area: 10' 2.5" x 22' 5.5"  
Overall size: 10' 6.5" x 22' 9.5"

#### POCKETS

3" pockets are required on back, contained within the overall finished size. Pocket opening must be 3" to accept gripper bar.

### MATERIAL / SUBSTRATE / INK

#### VINYL:

Recommended: Cooley CoolFlex Front lit  
Weight: min 7 oz./sqyd - max 12 oz./sqyd

#### POLYETHYLENE PAPER REPLACEMENT:

Recommended: InterWrap PosterFlex™  
Weight: 2.9 oz./sqyd

#### MINIMUM REQUIRED WARRANTY:

Vinyl: 1 year  
PE: 30 days

Warranty protects against ink fade ink adhesion, and failure of material or pockets.

Please refer all software and format issues, vinyl orders and questions to the vendor.

**LAMAR**

Contract between Duluth Public Schools  
And  
Emily Engel

THIS CONTRACT, entered into this October 5, 2015, by and between Duluth Public Schools (hereinafter referred to as DISTRICT), and Emily Engel (hereinafter referred to as CONSULTANT).

NOW THEREFORE, the parties hereto agree as follows:

1. Consultant shall perform the following tasks: Deaf Hard of Hearing Interpreter for Special Education as needed.
2. Consideration and Conditions of Payment
  - a. In consideration for services provided under the terms of this contract, DISTRICT shall pay CONSULTANT per unit rate at the rate of \$40 per hour. This contract for consultant services shall observe a 48 business hour cancellation policy whereas services that are canceled 48 hours or more before the service date will not be billed. The CONSULTANT requires a two hour minimum (appearance fee). Also there will be a 10% differential for nights and weekends. Payments shall be made upon presentation of an invoice within 30 days of date of invoice.
3. Term  
This contract shall become effective on October 5, 2015, and shall remain in effect until June 9, 2016. This contract may be cancelled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.
4. Under this Contract the CONSULTANT is an independent contractor and is not an agent or an employee of the DISTRICT, CONSULTANT shall have no claim against the DISTRICT for vacation pay, sick leave, retirement benefits, social security, worker's compensation benefits, health or disability benefits, unemployment insurance, or employee benefits of any kind, the CONSULTANT shall be responsible for paying all taxes.
5. No changes may be made in the terms or conditions of this contract, except by the mutual, written consent of the parties hereto.
6. All services provided under this contract shall be performed to the DISTRICT. In the event that this contract is canceled prior to the termination date specified in clause 3, CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

<u>Emily J. Engel</u>	<u>[Signature]</u>	<u>Oct 5, 2015</u>
Consultants Name	Consultants Signature	Date
<u>WK Hanson</u>	<u>Bill Hanson</u>	<u>10/6/15</u>
District's Representative	Representative's Signature	Date

Total value of this contract shall not exceed \$6,000.

# Interpreting Service Contract- ISD 709

---

This Service Contract is made as of October 5, 2015, by and between the undersigned Partners.

## I. Formation

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

## II. Involved Parties

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

## III. Term

The contract shall begin on October 6, 2015, and shall continue until June 5, 2017 and thereafter from year to year unless earlier terminated by either party.

## IV. Purpose of Services

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

## V. Compensation

Compensation will be at a rate of \$40.00 hourly with a two hour minimum required for booking. Fees will be applied at a rate of \$5 per 5 minute the appointment runs over the scheduled time limits. Invoices will be mailed to the ISD 709 District office twice a month. Payment is due within 14 days of receipt.

## VI. Cancellation

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

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

## VII. Travel

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

## VIII. Contact

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

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

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

KAREN C SHELDON                      *K. Sheldon*                      10/5/15  
Karen C. Sheldon, Interpreter                      Partner (Signature)                      Date

*W. C. Hanson CFO*                      *Bill HANSON*                      10/6/15  
ISD 709 Representative Name and Title                      Partner (Signature)                      Date

ISD 709 Representative Name and Title                      Partner (Signature)                      Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 28 day of Septmeber, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Angela Washington-Buffalo, 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 09/28/2015, and shall remain in effect until 06/30/16, 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.** Angela Washington-Buffalo will be providing Career and College information to American Indian students and other students as well as sharing her knowledge of Ojibwe traditions and language. Angela will be paid \$50.00 per session.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$500.00, Angela will be paid \$50.00/session. 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. 45

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 Angela Washington Buffalo 6026 Winnipeg Ave Duluth, MN 55807

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

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

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

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

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

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

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

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

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

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

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

<i>AW Paffalo</i>	<del>XXXXXXXXXX</del>	<i>9-28-15</i>
Contractor Signature	SSN/ Tax Identification Number	Date

<i>B. H. W. R.</i>	<i>9/28/15</i>
Program Director	Date

<i>Michelle D. ...</i>	<i>10/8/15</i>
Director of Curriculum and Instruction	Date

<i>W. C. Hanson</i>	<i>10/9/15</i>
Director of Business Service / Superintendent of Schools	Date

**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD  
CENTER COLLABORATION AGREEMENT  
2015-2016**

**1. THE PURPOSE OF THE COLLABORATION**

- a. To offer Head Start and Early Head Start services in a full-day, full-year child care center.
- b. To coordinate the resources, skills and expertise of Head Start and YWCA Early Childhood Center staff in order to provide Head Start and Early Head Start services for families and children aged six weeks to five years of age.

**2. BRIEF DESCRIPTION OF THE COLLABORATION**

This collaboration provides for full-day, full-year childcare at YWCA Early Childhood Center, provided by the YWCA Early Childhood staff. Duluth Head Start will, in cooperation with YWCA Childcare staff, provide services as specified in the Head Start Performance Standards, in the areas of Health & Nutrition, Disabilities, Mental Health, Social Services and Parent Involvement. Early Head Start services for infants and toddlers and their families will be provided from July through June of each school year and Head Start services to preschool children and families will be provided from September through the first week of June in keeping with the 9 month school calendar. Head Start will provide periodic staff training to YWCA Early Childhood staff. All regulations and performance standards of Head Start, the Minnesota Department of Human Services Rule 3 for Child Care Centers and the National Academy of Early Childhood Programs will be met and maintained.

**3. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS**

- a. This Collaboration is between two distinct entities, the YWCA Early Childhood Center and Duluth Public Schools/Duluth Head Start.

- b. Key Contact Persons:

YWCA Early Childhood Center

-YWCA Executive Director

-Early Childhood Program Director

Duluth Head Start

-Duluth Head Start Director

**4. HEAD START PROGRAM RESPONSIBILITIES SERVING  
HEAD START ELIGIBLE FAMILIES**

**A. Child Health and Developmental Services (1304.20)**

**Description:**

The Duluth Head Start Health Services Coordinator and the Duluth Head Start Disabilities Coordinator will ensure that, through collaboration with families, staff and health professionals, all child health and developmental concerns are identified and children and families are linked to an ongoing source of

**Responsibility:**

-Duluth Head Start Health Coordinator  
-Duluth Head Start Disabilities

continuous, accessible care to meet basic health needs and schedules of such will be followed as per Head Start performance standards.

Coordinator  
 -Duluth Head Start  
 Director  
 -YWCA Early  
 Childhood Program  
 Director

**B. Education and Early Childhood Development (1304.21)**

**Description:** The Duluth Head Start Collaboration Teacher/Advocate and other Duluth Head Start staff will work with the YWCA Early Childhood staff in the areas of curriculum development and documentation, individualization and child outcomes to meet Head Start performance standards. The role of the Duluth Head Start staff in this collaboration can best be described as that of a coach; supporting, challenging, introducing new strategies and ensuring compliance with Head Start performance standards. Screening tools are the Ounce, ASQ/ASQSE, Creative Curriculum and the DIAL.

-Duluth Head Start  
 Education  
 Coordinator  
 -Duluth Head Start  
 Director  
 -YWCA Early  
 Childhood Program  
 Director

**C. Child Health and Safety (1304.22)**

**Description:** The Duluth Head Start Health Services Coordinator will work with the YWCA Early Childhood staff to support healthy physical development by encouraging practices that prevent illness or injury, and by promoting positive, culturally relevant health practices. And to insure compliance with Head Start performance standards for health and medical requirements.

-Duluth Head Start  
 Health Coordinator  
 -Duluth Head Start  
 Director  
 -YWCA Early  
 Childhood Program  
 Director

**D. Child Nutrition (1304.23)**

**Description:** The Duluth Head Start Nutrition Services Coordinator will work with the YWCA Early Childhood staff to provide for nutritional services that supplement and compliment those of the home and community, working with families to meet each child's nutritional needs and to establish good eating habits and insure compliance with Head Start performance standards. Services will include training on food safety, family style food service and sanitation as well as family assistance with nutrition.

-Duluth Head Start  
 Nutrition  
 Coordinator  
 -Duluth Head Start  
 Director  
 - YWCA Early  
 Childhood Program  
 Director

**E. Child Mental Health (1304.24)**

**Description:** The Duluth Head Start Disabilities Coordinator will assist the YWCA Early Childhood staff and parents to secure services of mental health professionals and to develop a regular schedule of on-site mental health consultations involving mental health professionals, YWCA Early Childhood staff and parents and insure compliance with Head Start performance standards. Parents of Duluth Head Start infants, toddlers and preschoolers will be given the Ages and Stages questionnaire/Social Emotional (ASQSE) as an interview which will serve as a social /emotional screening.

-Duluth Head Start  
 Mental Health  
 Coordinator  
 -Duluth Head Start  
 Mental Health  
 Consultant  
 Duluth Head Start  
 Director  
 - YWCA Early  
 Childhood Program  
 Director

**F. Family Partnerships (1304.40)**

**Description:** The Duluth Head Start Collaboration Teacher/Advocate with support from the Duluth Head Start and YWCA Early Childhood staff will initiate family goal setting and will assist families in finding community services to help them meet their needs and insure compliance with Head Start performance standards. They will work with the childcare staff to facilitate monthly parent meetings, trainings, and communication and to secure a policy council representative.

**Responsibility:**

-Duluth Head Start  
Family Services  
Coordinator  
-Duluth Head Start  
Director  
- YWCA Early  
Childhood Program  
Director

**YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:**

**Description:** YWCA Early Childhood Center will provide full-day, full-year care for Head Start and Early Head Start eligible children. The actual number of Head Start and Early Head Start enrolled children will be specified in the yearly Head Start State grant application and is variable based on enrollment requirements. During the 2015-2016 grant period, we will serve 21 children through this collaboration. The YWCA Early Childhood staff, with support from the and YWCA Early Childhood Program Director, Duluth Head Start Collaboration Teacher/Advocate, Duluth Head Start Director and Service Area Coordinators will be responsible to monitor and insure compliance with all Head Start Performance Standards and other licensing regulations that apply. The YWCA Early Childhood Program Director will directly supervise the YWCA Early Childhood staff.

**5. PROGRAM DESIGN AND MANAGEMENT:**

A. The Duluth Head Start Director and YWCA Early Childhood Program Director shall each be responsible for the performance of their respective staffs. All staff members will follow rules and regulations of the Head Start performance standards and the Minnesota Department of Human Services Rule 3 for Child Care Centers.

B. The Duluth Head Start Collaboration Teacher/Advocate and YWCA Early Childhood Program Director, with assistance from the Duluth Head Start program staff, are responsible for compliance with the facilities, materials and equipment Performance Standards.

C. The YWCA Executive Director and Duluth Head Start Director will review this agreement at the start of each academic year and make any modifications necessary, as agreed upon by both parties.

## 6. PROGRAM COORDINATION EXPECTATIONS

A. Meetings between the, YWCA Early Childhood Program Director YWCA Site Manager and Duluth Head Start Collaboration Teacher /Advocate will be held at least monthly to discuss collaboration concerns, issues and progress and to insure clear communication between the two parties.

B. The Duluth Head Start Collaboration Teacher/Advocate will meet with each YWCA teacher once each month for the purposes of supporting the Duluth Head Start and YWCA Early Childhood program goals, objectives, and philosophy and mission statements, This support includes lesson planning, individualization, assessment and best practices in early childhood education and problem solving.

C. The Duluth Head Start Director, Service Area Coordinators and the YWCA Childcare administrative staff will meet at least quarterly for the purposes of reviewing progress, solving joint issues and concerns in support of this collaboration.

D. Communication between YWCA Early Childhood staff and the Duluth Head Start staff will be open and respectful. Problems and issues will be addressed in a constructive and inclusive manner. Problems may be resolved at the center level with the Duluth Head Start Collaboration Teacher/Advocate or YWCA Childcare Site Manager mediating and guiding discussion. Problems not resolved at the center level should be resolved by discussing them up the chain of command. The next step would be to include either or both the Duluth Head Start Director and YWCA Early Childhood Program Director and YWCA Executive Director and finally the Head Start Policy Council, Governing Board and the YWCA Early Childhood Board of Directors.

## 7. EVALUATION AND PROGRAM IMPROVEMENTS

A. Annual Self-Assessment of the collaboration: The Duluth Head Start Collaboration Teacher/Advocate, with assistance from the Duluth Head Start Director and YWCA Early Childhood Program Director and their respective staffs will formally solicit feedback from staff and parents involved in the collaboration. This assessment will be conducted in January of each year and will include areas needing improvement, an improvement plan and follow-up to be shared with the Duluth Head Start, YWCA Early Childhood Center staff, Duluth Head Start Policy Council and the YWCA Board of Directors.

B. State Head Start Monitoring: a Minnesota State Head Start Program officer will conduct on-site reviews and desk monitoring to insure compliance with Head Start Performance Standards and stipulations within the state grant application.

C. Annual Assessment of Partnership: The YWCA Early Childhood Program Director and the Duluth Head Start Director will each solicit feedback from their management staffs about how the partnership is functioning to the benefit of families and the Early Head Start/ YWCA Early Childhood Center programs. Assessments and evaluations will be reviewed jointly. Additionally, the financial impact of the partnership will be reviewed.

## PARTICIPATION AND ELIGIBILITY GUIDELINES

- A. Eligible families must meet Head Start income guidelines and/or the state childcare subsidy eligibility criteria for full-day child care services.
- B. Families are responsible for paying their required monthly family fee as per subsidy rules.
- C. Families will retain their Head Start eligibility as specified by Head Start regulations.
- D. Should a family lose their childcare subsidy or is soon to do so, the Duluth Head Start Teacher/Advocate will offer assistance as needed to help the child remain in childcare and the parent to regain the subsidy. If this is not possible, the teacher/advocate will work with the parent to secure the best possible placement for the child, including possible temporary enrollment in Duluth Head Start Families in Transition services as per the availability of space.
- E. Eligible children entering YWCA Early Childhood Center may be recruited for Early Head Start and Head Start all year long and will be enrolled depending upon their eligibility and available enrollment slots within the collaboration. Family participation may range from two full days a week to five full days a week.

## 8. BUDGET

The following amounts have been budgeted to support this collaborative agreement. The YWCA will invoice Duluth Head Start for charges in these categories. Invoices and or reimbursement claims are expected to be submitted to Duluth Head Start on a monthly basis and should include detailed accounting of all expenditures with supporting documentation. Duluth Head Start will reimburse the YWCA Childcare Center upon receipt of invoice.

Code-1303/1305	Contracted Services	7000.
	Building Maintenance	2000.
Code-136602	Travel/Conference Fees/Trainings.	2000.
Code- 1403	Classroom Supplies	1000.
Code-1430	Food	2000.
Total-		\$14,000.

9. TERMINATION OF AGREEMENT

This agreement shall remain in force and effect unless one of the parties requests a modification or until one of the parties gives a thirty (30) day written notice of their intention to terminate the agreement.

Made and entered into this 16 day of September 2015

Deb Scott  
Printed Name  
YWCA Executive Director

Deb Scott  
Signature  
YWCA Executive Director

PAMELA M. REES  
Printed Name  
Duluth Head Start Director

Pamela M. Rees  
Signature  
Duluth Head Start Director

Bill HANSON  
Printed Name  
ISD 709

W. Hanson  
Signature  
ISD 709

**CONTRACT FOR "IN SCHOOL" NURSING SERVICES  
PERTAINING TO KEVIN R.**

This AGREEMENT is made and entered into this 20<sup>th</sup> day of October, 2015, by **BAYADA Home Health Care, Inc.**, with a service office located at 110 Second Street South, Suite 308, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Duluth School District**, located at 215 N. 1st Avenue East, Duluth, MN 55802 (hereinafter referred to as **SCHOOL**).

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

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

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

**I. RESPONSIBILITIES OF BAYADA**

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Licensed Practical Nurse (LPN) who will hold a current license, registration or certification to practice in the State of Minnesota, and will provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file may include:
1. Verification of current licensure or certification as applicable; and
  2. Completed application for employment or resume; and
  3. Verified references; and
  4. Evidence of annual performance evaluation; and
  5. A criminal record check, conducted upon hire, if required by state law; and
  6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- C. Service. **BAYADA** will provide an LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from school on the school bus and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.
- D. Place of Performance. **BAYADA** will provide services primarily at schools located within **SCHOOL**'s district or other specified location where **STUDENT** will be during the school day. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

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

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

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

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

II. RESPONSIBILITIES OF SCHOOL

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

B. Insurance.

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

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

D. Employment Status. **SCHOOL** understands and agrees that the LPN is an employee of **BAYADA** and **SCHOOL** will not attempt to solicit the LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross

salary or \$5,000.00 whichever is greater. This fee will apply to any **BAYADA** employee **SCHOOL** wishes to hire.

- E. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. In order to assure adherence to these values, **BAYADA** maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. **SCHOOL** agrees to abide by this program, and understands its obligation to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

### III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$50.00/hour for Complex LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends on the bus or otherwise transporting the client to and from **SCHOOL**.
- B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employees providing care, the date of service, the type and length of service provided.
- C. **SCHOOL** agrees to pay submitted bills within thirty (30) days of receipt. Any bill not paid within the thirty (30) day period will be considered delinquent. **BAYADA** may charge interest, at a rate of 1¼% each month (15% per year) on all delinquent accounts. **BAYADA** will also pursue collection remedies in an attempt to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

### IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on October 20, 2015 and will remain in effect through June 30, 2016. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.
  2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
  3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

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

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

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

Date: 10/22/15

WC Hanson

*Signing with authority for*  
**Duluth School District**

# AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 26, 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.** The contractor will provide the development of Ojibwe language curriculum materials and presentations for staff and students on the Ojibwe language. The contractor will also work with staff on the implementation of Ojibwe language curriculum materials through professional development.

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 an hourly rate of \$50.00/hour up to a sum not to exceed \$3,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District 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 Charles Smith, 4503 Twin Lakes Road, Brookston, MN 55711 218-428-7506.

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.

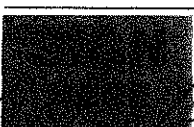
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

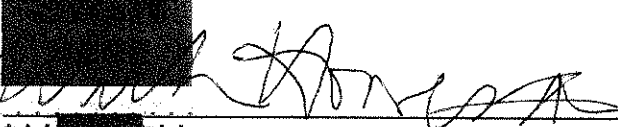
  
Contractor Signature

  
SSN/ Tax Identification Number

10/15/15  
Date

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

\_\_\_\_\_  
Date

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

10/15/15  
Date

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

10/26/15  
Date

10/27/15  
Date



# 2016 Imagine 8.5x11 Contract

2880 U.S. Hwy. 231 S.  
Lafayette, IN 47909-2874  
Phone: (800) 765-7526  
Fax: (765) 471-8874

**School**  
Lester Park Elementary  
5300 Glenwood St  
Duluth, MN 55804

**Administrator**  
Ms Susan Lehna, Principal  
Phone: (218) 336-8875  
Fax: (218) 336-8879  
Email:

**Contact**  
Ms. Barb Soufflet, Administrative Assistant  
Phone: (218) 336-8875  
Fax: (218) 336-8879  
Email: barbara.soufflet@isd709.org

Date: 10/12/2015  
Sales Rep: Adam Walters  
adam@schooldatebooks.com  
CSR: Mary Hinckley  
mary@schooldatebooks.com

### Billing and Shipping

**Bill To** PO#: Lester Park Elementary  
Ms Barb Soufflet  
5300 Glenwood St  
Duluth, MN 55804

**Ship To** Lester Park Elementary  
Barb Soufflet  
5300 Glenwood St  
Duluth, MN 55804

Product	#Books	#Pages	Cost/Book	Base Cost
Imagine 8.5x11	95	0	\$2.09	\$211.09

### Discounts\* Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$211.09	x	0.00	\$0.00
4% Discount for contracts received by 10/23/15*	\$211.09	x	0.00	\$0.00
3% Discount for contracts received by 12/18/15*	\$211.09	x	0.00	\$0.00
2% Discount for contracts received by 4/1/16*	\$211.09	x	0.00	\$0.00
1% School District Discount	\$211.09	x	0.00	\$0.00

\$198.55

### Enhancements

Orders < 250 will incur a per book fee if any Enhancement is selected.

Window Cover - view your options at www.schooldatebooks.com (circle selection): Creativity 3D, Space 3D, Liberty, Stamps 3D, Chalkboard, Flag, Water, Explore, Pins, Inspiration,	\$0.25	x	95	23.75	\$23.75
Destination	\$0.45	x	95	42.75	\$45.45
Vinyl pocket page	\$0.30	x	95	28.50	\$30.30
Stickers (per sheet)	\$0.30	x	0	\$0.00	
Card-stock hall pass	\$0.20	x	0	\$0.00	

### Accessories

Wall chart	\$5.00	x	0	\$0.00
This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00

**Sub-Total\*** 293.45 \$312.09

Shipping and Handling 12%, Minimum \$25 \*Rates apply to US/Canada shipments only \$37.45  
Sales Tax: Exempt#: 8014301 \$0.00

- \* Net 30 (Net due within 30 days from invoice date)
- \* Sales tax will be added if applicable

**Total (USD)** 331.40 \$349.54

\* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

No deliveries prior to 5/1/2016. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is suggested.

**Desired Delivery Date:**

**Earliest Delivery Date:**

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

**One-Year Contract**  
We agree to purchase datebooks from School Datebooks for the year of 2016-2017.

**Three-Year Contract**  
We agree to purchase datebooks from School Datebooks for the years of 2016-2017, 2017-2018, 2018-2019 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.\* (Shipping rate subject to change after initial year.)

10/27/15  
Date

Signed (School Administrator)

CFO  
Title

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of October 2015 by and between Independent School District #709, a public corporation, hereinafter called District, and Misty Morrow, 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 10/28/15 and shall remain in effect until 06/30/15 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.** Misty Morrow will provide culturally based activities and Dance instruction for DPS students through the American Indian Education Department and Office of Education Equity programs. Fee for Cultural presentation will be \$50.00 per session. Fee for teaching singing/dancing for American Indian Education drum and dance troupe will be \$75.00 per session. See attached 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 up to a sum not to exceed \$5,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District 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 Edye Howes, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail P.O. Box 132 Sawyer, MN 55780

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

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

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

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

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

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





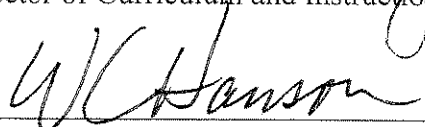
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

 Contractor Signature	 SSN/Tax ID #	10/15/15 Date
 Program Director		10/19/15 Date
 Director of Curriculum and Instruction		10/26/15 Date
 Director of Business Service/Superintendent of Schools		10/29/15 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 28th day of October by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Thunder, 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 10/28/2015, 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.** Jonathan Thunder, a world renowned American Indian Artist from the Red Lake Nation will be on contract with DPS American Indian Education Department to provide American Indian Arts and Culture classes and presentations to students/staff. His rate will be \$50.00/per session or \$600.00/all day.
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:

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any

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

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

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

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

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

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

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

315 N. Lake Ave #406, Duluth, Mn 55806

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

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

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

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

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

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

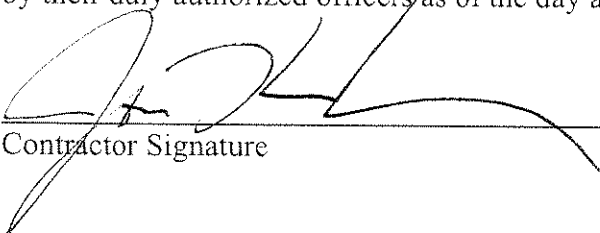
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

  
Contractor Signature

  
SSN/ Tax Identification Number

  
Date

*Edith Davies*

Program Director

*10/14/15*<sup>67</sup>  
Date

*Michelle Dancy*

Director of Curriculum and Instruction

*10/26/15*  
Date

*W. Chanson*

Director of Business Service / Superintendent of Schools

*10/29/15*  
Date

# AGREEMENT

68

**THIS AGREEMENT**, made and entered into this 28day of October, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Elyse Lawrey, 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 10/28/2015, 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.** Elyse will be on contract to provide expertise in treaty establishment of American Indian reservations in MN and the effect on the communities and land holdings of the membership of the Minnesota Chippewa Tribe. Presentations for the American Indian Education department designed for the education of all students. The payment rate will be \$50.00 per hour.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$500.00 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 American Indian Education Department, 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 Elyse Lawrey 4915 Tioga St., Duluth, MN 55812

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

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

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

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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.

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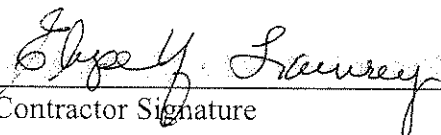

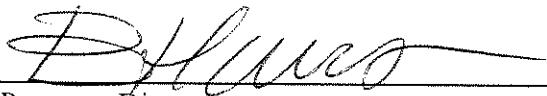


17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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	10/14/2015 Date
 Program Director		10/15/15 Date
 Director of Curriculum and Instruction		10/26/15 Date
 Director of Business Service / Superintendent of Schools		10/29/15 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of October 2015 by and between Independent School District #709, a public corporation, hereinafter called District, and John Morrow , 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 10/28/15 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.** Mr. Morrow will provide culturally based activities, singing, and drumming for DPS students through the American Indian Education Department and Office of Education Equity programs. Fee for Cultural presentation will be \$50.00 per session. Fee for teaching singing/drumming for American Indian Education drum and dance troupe will be \$75.00 per session. See attached 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 up to a sum not to exceed \$10,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District 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 Edye Howes, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail P.O. Box 132 Sawyer MN, 55780

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.

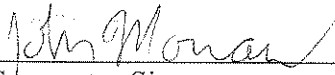


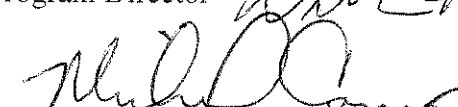
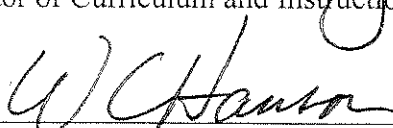
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

		Oct. 15, 2015
Contractor Signature	SSN/Tax ID #	Date
	10/19/15	
Program Director	Date	10/19/15
	10/26/15	
Director of Curriculum and Instruction	Date	
	10/29/15	
Director of Business Service/Superintendent of Schools	Date	

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 19th day of October, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Sam Simmons, 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 November 12, 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.** Contractor will provide training for District Staff as a Professional Development opportunity for 3 different cohort groups in a series of 3 sessions throughout the school year. The areas covered in the 3 sessions will be: Intro to Historical & Generational Trauma and relationship to ACEs; Idea of Compassionate Accountability and building resiliency in children and families; and Review of Historical & Generational Trauma & Compassionate Accountability - What's different or what's not and where to go from here?
3. **Background Check .** (Applies to contractors working independent with students)  
  
Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$1,200.00/day (8 hours/day x 3 days), plus \$300.00 (4 prep hours), \$560.00 est. mileage (3 round-trips at 320 miles), \$600.00 est. Hotel Travel Costs (2 nights each session x 3) up to a sum not to exceed \$6,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District on the day of service per session (3 separate sessions throughout school year).
  - 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: Sam Simmons, 3033 27th Ave S, P.O.Box 6120 Minneapolis, MN 55406-9998, phone: 612.721.0106.

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

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.

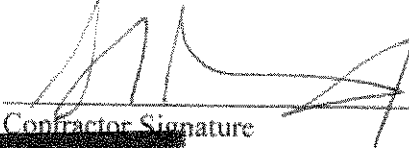

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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 \_\_\_\_\_


10-25-15  
Date

  
AKE \_\_\_\_\_

\_\_\_\_\_  
Date

  
Project Director \_\_\_\_\_

10/26/15  
Date

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

10/29/15  
Date

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

10/29/15  
Date





## MEMORANDUM OF UNDERSTANDING

Duluth Public Schools and TXT4Life Partners/Canvas Health

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Duluth Public Schools and Canvas Health (previous MOU with Carlton County Public Health and Human Services), in an effort to facilitate planning for development and expansion of the TXT4Life Program, funded by the MN Department of Human Services through the MN Legislature. TXT4Life builds on existing multi-agency collaborations to strengthen suicide prevention efforts which serve residents of the state of Minnesota.

The TXT4Life program has begun expansion of the program throughout the state of Minnesota. Duluth Public Schools continues to be covered by services. An estimated 22,000 students are targeted to benefit from the direct services (prevention/intervention) just within the seven counties of Northeast Minnesota (Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis), made possible through this initiative. The primary mission of TXT4Life is to reduce the incidence of suicide by:

- Increasing access and utilization of the Minnesota suicide prevention crisis response system by updating infrastructure to include text-messaging to encourage help-seeking behavior,
- Improving local suicide prevention planning/services and increase protective factors and reduce risk factors to young adults and adults through implementation of culturally appropriate, evidence based suicide prevention and early intervention strategies,
- Increasing gatekeeper awareness and understanding of suicide, willingness to intervene, and skills for appropriate intervention and referral.

TXT4Life strategies include:

- Expansion of local public awareness efforts utilizing social media marketing (i.e. texting, website, Facebook)
- Strengthen collaborative infrastructure within the regional areas of expansion
- Development of partnerships to expand suicide prevention efforts regionally
- Ensure sustainability of suicide prevention programs
- Provide leadership and informational training for consumer and community stakeholders
- Continue to provide training for key gatekeepers in recognizing and responding to suicide risk

**Governance Structure** for this initiative is provided by Duluth Public Schools and Canvas Health:

Relative to the implementation of TXT4Life, Duluth Public Schools agrees to:

- 1) Support public awareness, education, and outreach campaigns targeted to middle and high school students and surrounding community.
- 2) Allow display of signage, posters, and marketing materials advocating use of TXT4Life.
- 3) Encourage staff, student, and community participation in QPR and ASIST trainings.
- 4) Allow for school staff to participate in all applicable data collection pertinent to the evaluation of TXT4Life.
- 5) Work together to achieve stated project goals and to sustain the project.

Relative to the implementation of TXT4Life, Canvas Health agrees to:

- 1) Convene all planning and implementation meetings for this initiative.
- 2) Assist in offering trainings and recruiting participants for QPR.



- 3) Assist in offering trainings and recruiting participants for ASIST.
- 4) Support region-wide public awareness and outreach campaigns targeted to its secondary student population of 7 - 12 grade students and community through school presentations and other outreach and information in collaboration with local mobile crisis services.
- 5) Promote/Distribute marketing materials advocating use of TXT4Life and collaboration with local mobile crisis services.
- 6) Encourage community awareness and capacity in suicide prevention through providing resources and encourage use of local mobile crisis teams.
- 7) Facilitate and participate in all applicable data collection pertinent to the TXT4Life project.

Partner Institute/School Name: Duluth Public Schools

Primary Contact:

Title:

Address:

Email:

Telephone:

Partner: Canvas Health through Carlton County Public Health and Human Services

Primary Contact: Meghann Levitt

Title: NE MN TXT4Life Coordinator

Address: 14 N 11<sup>th</sup> St., PO Box 650

Email: meghann.levitt@co.carlton.mn.us

Telephone: 218-878-2846

Canvas Health and Duluth Public Schools each agree nothing in this MOU shall constitute or be construed as the creation of a financial agreement, an employment relationship, partnership, or joint venture between Duluth Public Schools and Canvas Health and/or its agents or employees. Canvas Health is providing services only for the TXT4Life Program at no charge to Duluth Public Schools . Neither Canvas Health nor any of its agents or employees is to be considered an agent or employee of Duluth Public Schools for any purpose. The parties shall each be solely responsible for acts and omissions of itself, its employees and its agents. This Memorandum of Understanding will be reviewed annually and is effective November 1, 2015 or when this document is fully signed, whichever comes first, and shall remain in effect for 30 days after either party chooses to terminate the agreement. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party.

We, the undersigned, have read and agree with this Memorandum of Understanding:

Agency/Organization: Carlton County Public Health and Human Services

Print Name: Meghann Levitt

Title: Northeast Minnesota TXT4Life Coordinator

Authorized partner signature: *Meghann Levitt* Date 10/6/15

Agency/Organization: Duluth Public Schools

Print Name: Bill HANSON

Title: CFO

Authorized partner signature: *Bill Hanson* Date 10/9/15

\*Original mailed to TXT4Life, copied to school/organization and to Regional Coordinator

## MEMORANDUM OF UNDERSTANDING

December 2012

### Between the Carlton County Public Health and Human Services and TXT4Life Partners

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Carlton County Public Health and Human Services and **Duluth Public Schools**, in an effort to facilitate planning for development and expansion of the TXT4Life Project, funded by a federal Garrett Lee Smith grant beginning in August of 2011. **TXT4LIFE** builds on existing multi-agency collaborations to strengthen suicide prevention efforts which serve 22,000 school-aged youth who live in rural and reservation areas of Northeastern Minnesota. ***TXT4LIFE will begin in Carlton County, expand to Cook, Lake, St. Louis, Aitkin, Itasca, Koochiching Counties and Fond du Lac, Grand Portage, Red Lake, and Bois Forte/Nett Lake tribal reservations, and then continue across Minnesota.*** As estimated, 1400 individual advocates and service providers who deal with youth in crises are targeted to benefit from the training and collaboration made possible through this grant and its associated MOU partners. An estimated 1500 youth are targeted to benefit from direct services (prevention/intervention) made possible through this initiative.

The primary mission of TXT4LIFE is to reduce the incidence of suicidal ideation and suicide attempts for NE MN youth 1) Increasing access and utilization among youth of the Minnesota suicide prevention crisis response system by updating infrastructure to include text-messaging to encourage help-seeking behavior, 2) Improving local suicide prevention planning/services and increase protective factors and reduce risk factors among youth through implementation of culturally appropriate, evidence based youth suicide prevention and early intervention strategies, 3) Increasing gatekeeper awareness and understanding of youth suicide, willingness to intervene, and skills for appropriate intervention and referral. TXT4LIFE strategies include:

- Expansion of local public awareness efforts utilizing social media marketing (i.e. texting)
- Strengthen collaborative infrastructure within the NE Minnesota region
- Development of partnerships in NE Minnesota to expand suicide prevention efforts
- Combine efforts of the student originated "Life is for Everyone" (LIFE), Department of Public Health, the Minnesota Department of Human Services, and Suicide Awareness Voices of Education (SAVE), and Carlton County Suicide Prevention Taskforce
- Ensure sustainability of youth suicide prevention programs.
- Provide leadership and informational training for consumer and community stakeholders
- Continue to provide training for key gatekeepers in recognizing and responding to suicide risk.

**Governance Structure** for this initiative is provided by Carlton County Public Health and Human Services (CCPHHS), Human Services Inc./Crisis Connection (HSI) and Carlton County Children and Family Services Collaborative (CCCFSC). The CCPHHS takes the lead in implementing TXT4LIFE strategies. The CCCFSC will take the lead on grant management and the fiscal accountability for the project. HSI takes the lead on providing access and utilization of the Minnesota suicide prevention crisis response system/national hotline to include text-messaging. There is a TXT4LIFE advisory committee with representatives from additional organizations for implementation of this project. Overall, direction for this initiative will be provided through Dave Lee, Director of Carlton County Public Health and Human Services. Donna LeKander, Carlton County Collaborative Director, who is supervised by Dave Lee, will provide overall grant management and fiscal accountability. Meghann Condit and Sierra Beckman, project co-coordinators, are the primary facilitators of public awareness, training for this project, and convening meetings relative to TXT4LIFE implementation. The contributions and commitment of this partnership is to support the attended goals of this project as highlighted above and the contributions outlined below.

1. **Partner Information:**

Organization Type

School    \_\_\_ Government Agency    \_\_\_ Mental Health Provider    \_\_\_ Reservation  
 \_\_\_ Nonprofit    \_\_\_ Business    \_\_\_ Other: \_\_\_\_\_

Service Area

\_\_\_ Aitkin    \_\_\_ Carlton    \_\_\_ Cook    \_\_\_ Lake    \_\_\_ Itasca     St. Louis  
 \_\_\_ Koochiching    \_\_\_ State    \_\_\_ National    \_\_\_ Other: \_\_\_\_\_

2. **Identity of Partner Organization:**

Partner Institute/School Name: Duluth Public Schools

Primary Contact: RON LAKE

Title: CLIMATE COORDINATOR

Address: 215 N 1st Ave East

DULUTH, MN 55802

Email: RONALD.LAKE@DULUTH.K12.MN.US

Telephone: 218-336-8700 (2014)

3. **Partner Contributions and Commitments Description:**

Relative to the implementation of TXT4LIFE, **Duluth Public Schools** agrees to:

- 1) Support public awareness, education, and outreach campaigns targeted to middle and high school students
- 2) Allow display of signage, posters, and marketing materials advocating use of TXT4LIFE
- 3) Encourage staff, student, and community participation in QPR and ASIST trainings and project participation
- 4) Allow for school staff to participate in all applicable data collection pertinent to Garrett Lee Smith Cross Site Evaluation processes for the TXT4LIFE Project as needed
- 5) Work together to achieve stated project goals and to sustain the project

Relative to the implementation of TXT4LIFE, **Carlton County Public Health and Human Services** agrees to:

- 1) Convene all planning and implementation meetings for this initiative
- 2) Offer train the trainer to 28 people; assist in offering trainings and recruiting participants for QPR
- 3) Offer train the trainer to four people; assist in offering trainings and recruiting participants for ASIST
- 4) Support region-wide public awareness and outreach campaigns targeted to its secondary student population of 7 - 12 grade students
- 5) Develop marketing materials advocating use of TXT4LIFE
- 6) Encourage community awareness and capacity in suicide prevention through providing resources and information
- 7) Facilitate and participate in all applicable data collection pertinent to Garrett Lee Smith Cross Site Evaluation processes for the TXT4LIFE Project

We, the undersigned have read and agree with this MOU. Further, we have reviewed the TXT 4 Life project and approve it.

Authorized partner signature: 

Print Name: Dave Lee

Title: Director

Agency/Organization: Carlton County Public Health & Human Services

Date: 1/21/13

Authorized partner signature: 

Print Name: Bill Hanson

Title: CFO

Agency/Organization: Duluth Public Schools

Date: 12/17/12

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

### **Facilities Management – General**

In the past month the maintenance crews have completed 285 work orders, and are currently working on 575 open work orders.

Facilities maintenance trade crews are currently scheduled at EHS and once finished will move to Lincoln Park Middle School.

We are still working on the process for hiring a new School Equipment Maintenance Mechanic to replace Jeff Graves, who retired in August.

Multiple dead trees that were a safety hazard for students and staff were removed at Congdon.

Additional access control is being added at MWE in the front vestibule.

The District will receive a \$4,462 MNPower CIP rebate for change of location of our data center. The District will receive a \$7,180 MNPower CIP rebate for the installation of LED lighting in OEMS gym.

After review, over the past six years the District has applied for and received just short of \$400,000 in rebate funds from the MNPower CIP (Conservations Improvement Plan).

The P2000 building card access control software and firmware upgrades are progressing to allow the new wireless access control system at HOCHS to “talk” with our existing hard wired systems at other buildings. This upgrade is taking longer than anticipated, but should be completed shortly and will allow us to activate the HOCHS access control system on doors with the hardware currently installed.

### **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 LRF fund balance. Projects related to this have begun or are complete at Denfeld, EHS, OEMS, Homecroft, Lakewood, Lester, MacArthur, HOCHS, Lowell, MWE, Congdon, and Stowe.

The project for Classroom Security Locksets and new key cylinders throughout has been completed at Homecroft and Lowell, with Lakewood, Stowe, and HOCHS scheduled to occur shortly.

Three tables and three bike racks were installed on the new concrete at Denfeld’s main front entrance.

HOCHS new main entrance design is 95% complete.

MacArthur elevator shaft modification preconstruction meeting is scheduled for November 5.

Homecroft’s gym sound system has been installed.

Lakewood’s parking lot LED lighting system is being installed.

HOCHS LED clock tower lighting retrofit project has begun and is being accomplished in-house.

HOCHS exterior lighting LED retrofit is underway with Hunt Electric.

The OEMS pool blinds are installed and operational.

The EHS Culinary Arts casework modification project will be completed over the winter break.

OEMS Auditorium Sound and Lighting Renovation project is out for bids at this time.

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

### **Operations**

We are currently evaluating the applicants for the open Engineer III position at Lincoln Park Middle School and should be able to fill that position soon. We will then begin the evaluation and interviewing process for the current open Engineer II positions (Stowe, Piedmont, and Lowell).

Several facilities members attended certified pool operator training and all passed the required test.

Two facilities administrators attended the Minnesota Department of Health Indoor Air Quality Coordinator training.

Interviews were conducted for two (2) open custodian positions at Lincoln Park Middle School and two permanent custodians were selected.

Several facilities employees were successful in passing different stages of the State boiler test. Congratulations to all that passed, and good luck to several that will be testing in November.

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

- Environmental/Health/Safety
  - Smoke alarms were removed and replaced with a fire alarm pull in the science lab at Denfeld due to the alarms being set off during low smoke experiments. The ventilation system was also looked into and found to have lower cfm than the system set point. The dampers are being looked at and then flow rates may be increased to provide adequate airflow in the lab.
  - The labor management safety committee with new members was formed and will have their first meeting next month.
  - Options for deck texturing are being researched for playground equipment. The platforms become slippery when wet.
- Emergency Response
  - A follow up meeting was held to determine the next steps after receiving ALICE training. A discussion with the principals' group will be held.
  - Individual site plans were updated after some technology glitches.
- Workers' Compensation Activities
  - OSHA Recordables: 3 recordable incidents. One slip on a wet floor, one tripped by a student, one repetitive motion injury.
  - Incidents Reported: 23 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

85

FQA: 06-870-012-386-718

ALT FAC - EXTERIOR LIGHTING

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
09/08/2015	23889		00640248	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	157.52	0.00	157.52
09/25/2015	23935	288522	00640554	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	948422	OH	450.00	0.00	450.00
							<b>Object 152000</b>	<b>Total:</b>	607.52	0.00	607.52
							<b>FQA 06-870-012-386-718</b>	<b>Total:</b>	607.52	0.00	607.52

FQA: 06-870-012-386-981

HOCHS/STORM DRAIN/PARKING LOT

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
09/11/2015	2015-964	287472	00640359	V106238	NORTHLAND CONSULTING ENG	BUILDING ACQUISITION/CONSTRUCT	946627	OH	3,375.00	0.00	3,375.00
							<b>Object 152000</b>	<b>Total:</b>	3,375.00	0.00	3,375.00
							<b>FQA 06-870-012-386-981</b>	<b>Total:</b>	3,375.00	0.00	3,375.00

FQA: 06-870-335-386-738

THEATRE LIGHTING/SOUND SYS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
09/08/2015	23889		00640248	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	1,160.00	0.00	1,160.00
09/25/2015	23935		00640554	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	948422	OH	580.00	0.00	580.00
							<b>Object 152000</b>	<b>Total:</b>	1,740.00	0.00	1,740.00
							<b>FQA 06-870-335-386-738</b>	<b>Total:</b>	1,740.00	0.00	1,740.00

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
09/08/2015	23889	286920	00640248	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	250.01	0.00	250.01
09/08/2015	23889		00640248	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	472.47	0.00	472.47
							<b>Object 152000</b>	<b>Total:</b>	722.48	0.00	722.48
							<b>FQA 06-871-012-000-000</b>	<b>Total:</b>	722.48	0.00	722.48

FQA: 06-871-215-000-000

GF SAVINGS-DENFELD

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2016  
 Object: 152000

**BUILDING ACQUISITION/CONSTRUCT**

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Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
09/08/2015	11682	287214	00640295	V06162	WHERLEY MOVING AND	BUILDING ACQUISITION/CONSTRUCT	945906	OH	562.00	0.00	562.00
							<b>Object 152000</b>	<b>Total:</b>	562.00	0.00	562.00
							<b>FQA 06-871-215-000-000</b>	<b>Total:</b>	562.00	0.00	562.00

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
09/08/2015	14200		00640232	V07025	BELANGER INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	20,863.00	0.00	20,863.00
09/11/2015	150201.00-3	287468	00640346	V21575	L H B ENGINEERS AND	BUILDING ACQUISITION/CONSTRUCT	946627	OH	639.00	0.00	639.00
09/18/2015	5051396591	287998	00640447	V00917	LIPE BROS CONST INC	BUILDING ACQUISITION/CONSTRUCT	947497	OH	1,729.00	0.00	1,729.00
							<b>Object 152000</b>	<b>Total:</b>	23,231.00	0.00	23,231.00
							<b>FQA 06-871-220-000-000</b>	<b>Total:</b>	23,231.00	0.00	23,231.00

**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
09/08/2015	0113931-IN	287184	00640258	V34960	JOHNSON CARPET ONE	BUILDING ACQUISITION/CONSTRUCT	945906	OH	3,425.00	0.00	3,425.00
09/08/2015	Y15012-5	287199	00640226	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	262.50	0.00	262.50
09/08/2015	14200		00640232	V07025	BELANGER INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	18,836.00	0.00	18,836.00
09/14/2015	204297	287670	00640344	V108007	HUNT ELECTRIC CORP	BUILDING ACQUISITION/CONSTRUCT	946732	OH	3,832.05	0.00	3,832.05
09/14/2015	23845	287674	00640333	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	946732	OH	633.33	0.00	633.33
							<b>Object 152000</b>	<b>Total:</b>	26,988.88	0.00	26,988.88
							<b>FQA 06-871-320-000-000</b>	<b>Total:</b>	26,988.88	0.00	26,988.88

**FQA: 06-871-475-000-000 GEN FUND SAVINGS-HOMECROFT**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
09/08/2015	23889		00640248	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	200.00	0.00	200.00
09/25/2015	23935		00640554	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	948422	OH	500.00	0.00	500.00
							<b>Object 152000</b>	<b>Total:</b>	700.00	0.00	700.00
							<b>FQA 06-871-475-000-000</b>	<b>Total:</b>	700.00	0.00	700.00

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2016

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FQA: 06-871-500-000-000

GEN FUND SAVINGS-LAKEWOOD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
09/08/2015	23889		00640248	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	315.00	0.00	315.00
09/11/2015	14147	287461	00640370	V06329	SINNOTT BLACKTOP INC	BUILDING ACQUISITION/CONSTRUCT	946627	OH	91,166.80	0.00	91,166.80
09/15/2015	2015-954	287471	00640467	V106238	NORTHLAND CONSULTING ENG	BUILDING ACQUISITION/CONSTRUCT	946911	OH	2,125.00	0.00	2,125.00
09/25/2015	23935		00640554	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	948422	OH	292.50	0.00	292.50
							<b>Object 152000</b>	<b>Total:</b>	93,899.30	0.00	93,899.30
							<b>FQA 06-871-500-000-000</b>	<b>Total:</b>	93,899.30	0.00	93,899.30

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
09/08/2015	8138	287198	00640224	V107050	AJ'S LAWNCARE INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	3,500.00	0.00	3,500.00
09/08/2015	14200	287200	00640232	V07025	BELANGER INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	13,948.00	0.00	13,948.00
09/08/2015	Y15074-2	287213	00640226	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	900.00	0.00	900.00
09/11/2015	510	731562	00640340	V106470	HOME MENDERS INC	LABOR AND MATERIAL TO PROVIDE	946627	OH	17,900.00	0.00	17,900.00
							<b>Object 152000</b>	<b>Total:</b>	36,248.00	0.00	36,248.00
							<b>FQA 06-876-215-000-000</b>	<b>Total:</b>	36,248.00	0.00	36,248.00

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
09/11/2015	150201.00-3		00640346	V21575	L H B ENGINEERS AND	BUILDING ACQUISITION/CONSTRUCT	946627	OH	639.00	0.00	639.00
							<b>Object 152000</b>	<b>Total:</b>	639.00	0.00	639.00
							<b>FQA 06-876-220-000-000</b>	<b>Total:</b>	639.00	0.00	639.00

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
09/08/2015	Y15012-5		00640226	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	1,206.00	0.00	1,206.00
09/18/2015	96680	287999	00640402	V106527	BROTHERS FIRE PROTECTION CO	BUILDING ACQUISITION/CONSTRUCT	947474	OH	1,395.90	0.00	1,395.90
							<b>Object 152000</b>	<b>Total:</b>	2,601.90	0.00	2,601.90

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
Fiscal Year: 2016

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FQA 06-876-320-000-000 Total: 2,601.90 0.00 2,601.90

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net	
09/08/2015	14200		00640232	V07025	BELANGER INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	8,345.00	0.00	8,345.00	
09/08/2015	23889		00640248	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	300.00	0.00	300.00	
09/25/2015	23935		00640554	V108063	FOSTER JACOBS & JOHNSON INC	BUILDING ACQUISITION/CONSTRUCT	948422	OH	500.00	0.00	500.00	
							<b>Object 152000</b>		<b>Total:</b>	9,145.00	0.00	9,145.00
							<b>FQA 06-876-470-000-000</b>		<b>Total:</b>	9,145.00	0.00	9,145.00

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net	
09/08/2015	14200		00640232	V07025	BELANGER INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	13,471.00	0.00	13,471.00	
09/08/2015	750	287212	00640288	V108907	TMIC LANDSCAPING LLC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	1,365.00	0.00	1,365.00	
09/11/2015	2015-955	287467	00640359	V106238	NORTHLAND CONSULTING ENG	BUILDING ACQUISITION/CONSTRUCT	946627	OH	875.00	0.00	875.00	
							<b>Object 152000</b>		<b>Total:</b>	15,711.00	0.00	15,711.00
							<b>FQA 06-876-510-000-000</b>		<b>Total:</b>	15,711.00	0.00	15,711.00

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net	
09/08/2015	14200		00640232	V07025	BELANGER INC	BUILDING ACQUISITION/CONSTRUCT	945906	OH	7,868.00	0.00	7,868.00	
09/08/2015	B036271	287183	00640233	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	945906	OH	1,438.50	0.00	1,438.50	
09/08/2015	15009-7	287223	00640265	V107670	MEYER GROUP	BUILDING ACQUISITION/CONSTRUCT	945906	OH	1,396.55	0.00	1,396.55	
09/11/2015	2015-963	287470	00640359	V106238	NORTHLAND CONSULTING ENG	BUILDING ACQUISITION/CONSTRUCT	946627	OH	3,625.00	0.00	3,625.00	
09/29/2015	B039130	288686		V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	948845	OH	916.18	0.00	916.18	
							<b>Object 152000</b>		<b>Total:</b>	15,244.23	0.00	15,244.23
							<b>FQA 06-876-525-000-000</b>		<b>Total:</b>	15,244.23	0.00	15,244.23

**Grand Total:** 231,415.31 0.00 231,415.31

# Memorandum

**To:** School Board Members

**From:** Kerry M. Leider

**Date:** October 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 October:

**Historic Old Central High School**  
**HOCHS LRFP – Retaining Wall Improvements**

Change Order #1, Bid 1238 – Hovland, Inc.

Change Order increase for footing modifications due to rock along 2<sup>nd</sup> Street and sub-drainage modifications

**Add: \$5,423.34**

**HOCHS LRFP – Retaining Wall Improvements**

Change Order #2, Bid 1238 – Hovland, Inc.

Change Order increase for additional footing modifications due to rock along 2<sup>nd</sup> Street

**Add: \$8,354.79**

All Change Orders for Historic Old Central High School as listed above reflect a total increase of \$13,778.13

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.

ISD 709 - Duluth Public Schools  
 2015 Pay 2016 LEVY (09/28/15)  
 Comparison to Prior Year

ITEM	CERTIFIED 2014 PAY 15	2015 PAY 16	Change	Comments
<b>RMV Referendum</b>	\$2,321,360.78	\$2,771,300.34	\$449,939.56	\$ 556,205 aid
<b>Local Optional</b>	\$3,825,582.40	\$3,794,884.80	(\$30,697.60)	
<b>Equity</b>	\$451,130.00	\$447,510.00	(\$3,620.00)	All levy
<b>Transition</b>	\$438,227.68	\$433,995.19	(\$4,232.49)	All levy
<b>Operating Capital</b>	\$1,059,032.50	\$1,066,923.42	\$7,890.92	\$905,770 in Aid
<b>Achieve. &amp; Integration</b>	\$486,660.41	\$486,677.39	\$16.98	\$1,130,982 Aid
Reemployment Insurance	\$232,318.34	\$234,987.00	\$2,668.66	Underlevy by \$180K
Safe Schools	\$324,813.60	\$322,207.20	(\$2,606.40)	Pays for SRO's
Career & Technical	\$255,170.79	\$262,185.24	\$7,014.45	All levy
Annual OPEB	\$595,141.00	\$622,287.00	\$27,146.00	
<b>Other Referendum</b>	\$0.00	\$408,901.18	\$408,901.18	
LT Facilities Unequalized		\$1,386,557.00	\$1,386,557.00	All Levy
Building/Land Lease	\$393,041.00	\$393,514.00	\$473.00	Lease contracts
<b>Alternative Facilities</b>	\$1,018,493.36	\$0.00	(\$1,018,493.36)	Aid was \$168,064
Student Achievement	\$230,689.12	\$214,054.88	(\$16,634.24)	
Health Benefits			\$0.00	
Tree Growth	\$1,914.04	\$1,914.04	\$0.00	
Sub-total for General Fund	\$11,633,575.02	\$12,847,898.68	\$1,214,323.66	10.4%
<b>Basic Community Ed</b>	\$653,743.40	\$653,743.40	\$0.00	
<b>ECFE</b>	\$263,450.47	\$242,545.58	(\$20,904.89)	\$484,039 in Aid
Home Visiting	\$8,670.40	\$8,331.20	(\$339.20)	
Adults w/Disabilities	\$30,000.00	\$30,000.00	\$0.00	
<b>School-Age Care</b>	\$90,000.00	\$90,000.00	\$0.00	
Sub-Total for Community Ed	\$1,045,864.27	\$1,024,620.18	(\$21,244.09)	-2.0%
<b>Initial Debt Service</b>	\$21,295,400.70	\$20,032,062.36	(\$1,263,338.34)	
Sub-Total for Debt Service	\$21,295,400.70	\$20,032,062.36	(\$1,263,338.34)	-5.9%

**ADJUSTMENTS:**

<b>RMV Referendum - FY 15</b>			\$0.00	
RMV Referendum - FY 13	32,973.47	36,918.29	\$3,944.82	
<b>Equity - FY16</b>			\$0.00	
<b>Transition - FY16</b>		(721.81)	(\$721.81)	
Equity - FY 14	(6,447.36)	(2,619.70)	\$3,827.66	
Transition - FY 14	(6,447.36)	(2,619.70)	\$3,827.66	
<b>Operating Capital - FY 16</b>	(3,310.92)	3,330.16	\$6,641.08	
Operating Capital - FY 14	(26,972.36)	(4,659.48)	\$22,312.88	
<b>Achieve. &amp; Integration - FY 16</b>	1,355.95	1,729.05	\$373.10	
<b>Integration - FY 14</b>	(61.80)	0.00	\$61.80	
Reemployment Ins. - FY14	(363,301.89)	(91,439.92)	\$271,861.97	
Safe Schools - FY 14	(4,204.80)	(2,955.90)	\$1,248.90	
Health & Safety - FY 11			\$0.00	
Other Adjs		16,346.74	\$16,346.74	
Pay 13 Building/Land Lease	(40,587.00)	4,710.22	\$45,297.22	
Alternative Facilities			\$0.00	
FY 2014 Annual OPEB		(595,141.00)	(\$595,141.00)	
Career Technical - FY14		2,312.99	\$2,312.99	
<b>Abatement</b>	5,484.56	0.00	(\$5,484.56)	
<b>Advance Abatement</b>	10,823.38	(124.50)	(\$10,947.88)	
 Sub-Total for General Fund	 (\$400,696.13)	 (\$634,934.56)	 (\$234,238.43)	 58.5%
Home Visiting - FY 16	(\$585.60)	(\$339.20)	\$246.40	
School-Age Care - FY 14	\$10,816.60	(\$1,165.11)	(\$11,981.71)	
ECFE - FY 16	(\$3,077.98)	(\$457.88)	\$2,620.10	
Adults w/Disabilities	\$0.00	(\$2,113.93)	(\$2,113.93)	
<b>Abatement</b>	\$472.02	\$0.00	(\$472.02)	
<b>Advance Abatement</b>	\$1,069.80	(\$36.60)	(\$1,106.40)	
 Sub-Total for Community Ed	 \$8,694.84	 (\$4,112.72)	 (\$12,807.56)	 -147.3%
Reduction for Debt Excess	-\$751,491.18	-\$118,294.57	\$633,196.61	
<b>Abatement</b>	\$8,186.32		(\$8,186.32)	
<b>Advance Abatement</b>	\$13,947.02	\$2,307.51	(\$11,639.51)	
 Sub-Total for Debt Service	 (\$729,357.84)	 (\$115,987.06)	 \$613,370.78	 -84.1%
 General Fund	 \$11,232,878.89	 \$12,212,964.12	 \$980,085.23	 8.7%
Community Ed	\$1,054,559.11	\$1,020,507.46	(\$34,051.65)	-3.2%
Debt Service	\$20,566,042.86	\$19,916,075.30	(\$649,967.56)	-3.2%
 <b>TOTAL LEVY</b>	 <b>\$32,853,480.86</b>	 <b>\$33,149,546.88</b>	 <b>\$296,066.02</b>	 <b>0.9%</b>

**ITEMS IN BOLD** Indicate those items where an underlevy will create a reduction in state aid and/or some other adverse adjustment to a current or future levy.