

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, March 22, 2016

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Financial Report

A. <u>Financial Report</u>	<u>5</u>
B. <u>Approval of Payment of Claims</u>	
This item is attached as an "extra".	
C. <u>Budget Revisions</u>	<u>30</u>
D. <u>Wire Transfers</u>	<u>32</u>
E. <u>Investment Transactions</u>	<u>33</u>
F. <u>APU/(WADM) Projections</u>	<u>34</u>
G. <u>Fundraisers</u>	<u>35</u>

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

A. <u>Bids</u>	
1) <u>Bid #1245 – Myers-Wilkins Elementary School Window Replacement and Masonry Restoration</u>	<u>36</u>
Window Replacement & Masonry Restoration - TL Construction, Inc. \$844,000.00	

Recommendation: It is recommended the School Board approve entering into a contract with the firm listed above based on their low bid as shown on the Bid Tab and Letter of Recommendation, as provided in response to Bid #1245 – Myers-Wilkins Elementary School Window Replacement and Masonry Restoration

2) <u>Bid #1246 – Historic Old Central High School Elevator Replacement</u>	<u>39</u>
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Recommendation: It is recommended the School Board reject the one bid received due to the conditions and exclusions added to the bidder's proposal.

B. R.F.P.s

C. Quotes

1) <u>Quote #4227 - 2016 Lawn Care Services</u>	<u>41</u>
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<u>Vendor</u>	<u>Quote Amount</u>
Blotti Contracting	\$38,456.00
Nick Stokes	\$10,890.00

Recommendation: It is recommended the School Board approve the quotes as submitted above to complete the work defined in Quote #4227 – 2016 District-wide Lawn Care Services, for a total estimated annual (based on an estimated 22 weeks)

amount of \$49,346.00, with the option to extend 2016 services beyond September 24, 2016, depending on the growing season. It is further recommended that the Duluth School Board approve the two (2) additional contract extension options through September 2018, if the amount is determined acceptable by the Director of Business Services and the Property and Risk Manager.

3. **Policies and Regulations**

A. **New Policy 101 - Legal Status of the School District** 44
Attached is MSBA model policy 101 - Legal Status of the School District for the first reading. There is no corresponding current policy that correlates with this new policy.

Recommendation: It is recommended that the Duluth School Board approve Policy 101 for the first reading.

B. **New Policy 101.1 - Name of the School District** 47
Attached is MSBA model policy 101.1 - Name of the School District for the first reading. There is no corresponding current policy that correlates with this new policy.

Recommendation: It is recommended that the Duluth School Board approve Policy 101.1 for the first reading.

C. **Policy 5005 - Renumbering to 102 - Equal Educational Opportunity** 48
This policy was updated to the MSBA Model Policy in July of 2015 but was not renumbered at that time. Administration is recommending that the policy be renumbered from 5005 to 102 at this time.

As allowed in Policy 208: If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

Recommendation: It is recommended that the Duluth School Board approve the renumbering of Policy 5005 to MSBA Model Policy number 102.

D. **Suspension of Policy 3065** 49
Administration is requesting a suspension of Policy 3065/Regulation 3065R in order to contract for interpreter services with a relative of a current employee. There continues to be a shortage of interpreters in the area and special services is in need of interpreter services.

Recommendation: It is recommended that the Duluth School Board approve the suspension of Policy 3065 through June 30, 2016 to enter into a contract with Doug Bowen-Bailey for interpreter services.

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

A. **Contracts**

1) School Resource Officers - City of Duluth 52
 Attached is a contract with the City of Duluth for School Resource Officers for a two year period and includes a 2% per year increase. The total value of the contract is \$447,304.72.

Recommendation: It is recommended that the Duluth School Board approve the contract with the City of Duluth for \$447,304.72.

2) EdSights, LLC. 61
 Attached is a contract with EdSights, LLC in the amount of \$14,250 for services as a Math Consultant at Lincoln Park Middle School. A previous contract in the amount of \$19,000 was approved by Bill Hanson and because the two contracts together exceed his signature authority we are requesting board approval for this second contract.

Recommendation: It is recommended that the Duluth School Board approve the contract with EdSights, LLC. in the amount of \$14,250.00.

B. Change Orders

C. Leases

5. Resolutions

A. B-3-16-3347- Acceptance of Donations to Duluth Public Schools. 66

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-16-3347.

B. B-3-16-3348 - Adoption of Considerations and Investments 67

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-16-3348.

C. B-3-16-3349 Support for Homecroft School Forest Designation 78

Recommendation: It is recommended the School Board approve Resolution B-3-16-3349

D. B-3-16-3350 - Approving Updated 10-Year Capital Maintenance and Repair Plan 80

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-16-3350

E. B-3-16-3351 - Approving the Sale and Transfer of Real Property to Mary L. Larson at the Rockridge School Site 109

Recommendation: It is recommended the School Board approve Resolution B-3-16-3351

F. B-3-16-3352 - Property Easements relating to the City of Duluth's greenhouse project near Denfeld High School 111

Recommendation: It is recommended the School Board approve Resolution B-3-16-3352

G. **PLACEHOLDER** - Sale of Property

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

A. Expenditure Contracts 118

Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of February 2016.

B. Revenue Contracts-None

C. Other Contracts-None

D. Change Orders Signed-None

E. Facilities Management & Capital Project Status Report 159

7. **Future Items**

A. Policy Updates

B. HOCHS 3rd Street Parking Lot Reconstruction Bid Award

C. FY17 Budget Approval

**Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 01/31/16**

	General Fund	Food Service	Transportation	Community Education	Operating Capital	Construction	Debt Service	Trust & Agency	Dental	Student Activities
	1	2	3	4	5	6	7	8 & 9	20	71 & 79
Total										
Cash and investments 12/31/2015	\$ 77,419,275	\$ 826,492	\$ (3,373,746)	\$ 1,571,918	\$ (2,374,928)	\$ 4,158,151	\$ 56,303,410	\$ 1,617,434	\$ 264,433	\$ 1,266,998
Receivables (increase)/decrease -	798,104	(2,585)	4,015	4,185	(3,063)	-	-	-	(463)	-
Payables increase/(decrease) -	(96,866)	36,709	62,584	(124,078)	18,141	12,647	(1,750)	-	-	-
Revenues increase/(decrease) -	15,133,867	362,489	168,023	1,297,829	4,204,308	110	169,388	1,498	73,323	-
Expenditures (increase)/decrease -	(30,560,775)	(289,527)	(400,013)	(503,306)	(107,827)	(194,427)	(17,552,340)	-	(61,544)	-
Cash and investments 1/31/2016	\$ 62,693,604	\$ 933,579	\$ (3,539,137)	\$ 2,246,549	\$ 1,736,630	\$ 3,976,480	\$ 38,918,708	\$ 1,618,931	\$ 275,749	\$ 1,266,998

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	
<u>Revenues</u>									
Levy	\$0	\$0	N/A	\$0	\$0	\$0	\$30,681	\$30,681	
Interest	10	9	11.5	434	84	350	79	79	
Tuition, Fees, Admissions	274	558	(50.9)	1,741	1,716	25	4,072	4,081	
Other Local Revenues	102	241	(57.7)	1,419	1,657	(238)	1,601	1,826	
State Sources	7,813	7,973	(2.0)	44,490	43,520	970	86,959	87,331	
Federal Aids from MDE	1,981	2,490	(20.4)	3,502	3,334	168	8,700	9,339	
Federal Direct Aids	654	1,162	(43.7)	1,294	854	440	2,877	2,878	
Local Sales	116	468	N/A	976	926	50	1,747	1,752	
Sale of Bonds or Loans	-	-	N/A	-	-	0	0	0	
Total Revenues	10,950	12,901	(15.1)	53,856	52,091	1,765	136,716	137,966	
<u>Expenditures</u>									
Salaries	5,002	7,360	32.0	29,104	28,457	(647)	61,064	61,710	
Benefits	2,171	2,697	19.5	13,033	12,842	(191)	29,832	30,026	
Purchased Services	1,015	1,430	29.0	6,059	6,154	95	13,406	13,848	
Supplies & Materials	367	561	34.7	2,454	3,071	617	5,314	6,278	
Chargebacks	-	(1)	(100.0)	0	1	1	55	54	
Capital Expenditures	265	133	(99.5)	3,022	2,507	(515)	9,491	9,196	
Debt Service	17,552	15,677	(12.0)	22,781	20,650	(2,131)	20,930	22,809	
Other	5	24	80.6	130	189	59	1,237	967	
Total Expenditures	26,377	27,881	5.4	76,582	73,871	(2,711)	141,329	144,888	
Transfers In (Out)	0	0	N/A	0	(6,347)	(6,347)	0	0	
Operating Excess (Deficit)	(15,427)	(\$14,980)	(3.0)	(22,726)	(\$28,127)	5,401	(\$4,613)	(\$6,922)	

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	\$0	N/A	\$0	\$0	\$0	N/A	\$9,661	\$9,661
Interest	8	5	3	68.5	19	78	(59)	(75.7)	55	55
Tuition, Fees, Admissions	128	34	94	277.9	519	422	97	23.1	1,898	1,907
Other Local Revenues	23	58	(35)	(60.9)	626	858	(232)	(27.1)	305	499
State Sources	6,920	7,310	(390)	(5.3)	40,172	38,513	1,659	4.3	76,025	76,390
Federal Aids from MDE	1,733	2,273	(540)	(23.8)	2,338	2,251	87	3.9	6,274	6,896
Federal Direct Aids	44	0	44	N/A	(70)	(114)	44	38.6	135	136
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	8,857	9,680	(823)	(8.5)	43,604	42,008	1,596	3.8	94,351	95,544
Expenditures										
Salaries	4,470	6,585	2,115	32.1	25,728	25,159	(569)	(2.3)	54,200	54,869
Benefits	1,853	2,317	464	20.0	10,929	10,836	(93)	(0.9)	26,025	26,197
Purchased Services	690	666	(24)	(3.5)	3,496	3,325	(171)	(5.1)	7,249	7,456
Supplies & Materials	210	91	(119)	(131.0)	1,097	922	(175)	(19.0)	1,654	2,486
Chargebacks	0	(1)	(1)	(100.0)	(3)	(3)	(0)	(16.0)	(329)	(330)
Capital Expenditures	42	40	(2)	(4.6)	122	557	435	78.1	331	257
Debt Service	0	0	0	N/A	0	47	47	100.0	20	20
Other	4	7	3	42.5	88	142	54	38.0	1,017	753
Total Expenditures	7,268	9,705	2,437	25.1	41,457	40,985	(472)	(1.2)	90,168	91,709
Transfers In (Out)	0	0	0	N/A	(4,183)	(6,347)	0	0.0	(4,183)	(4,183)
Operating Excess (Deficit)	\$1,589	(\$25)	1,614	6,454.2	(\$2,037)	(\$5,324)	\$3,287	61.7	(\$0)	(\$348)

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	\$0	\$487	\$487	
Interest	0	0	N/A	0	0	0	0	0	
Tuition, Fees, Admissions	0	34	(100.0)	27	60	(33)	418	427	
Other Local Revenues	4	27	(84.6)	404	593	(189)	0	165	
State Sources	568	558	1.9	813	648	165	11,040	11,405	
Federal Aids from MDE	1,733	2,273	(23.8)	2,338	2,250	88	6,274	6,896	
Federal Direct Aids	44	0	N/A	(70)	(114)	44	135	136	
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	
Total Revenues	2,350	2,892	(18.8)	3,512	3,437	75	18,353	19,516	
Expenditures									
Salaries	729	1,133	35.7	4,322	4,458	136	9,863	10,453	
Benefits	919	429	(114.2)	2,432	2,507	75	5,274	5,433	
Purchased Services	82	45	(81.6)	453	355	(98)	893	1,109	
Supplies & Materials	59	30	(97.0)	247	242	(5)	443	771	
Chargebacks	0	0	N/A	3	3	(0)	1,032	1,032	
Capital Expenditures	6	9	34.7	23	251	228	81	55	
Debt Service	0	0	N/A	0	0	0	0	0	
Other	1	9	88.6	30	53	23	766	751	
Total Expenditures	1,796	1,655	(8.5)	7,511	7,869	358	18,353	19,605	
Transfers In (Out)	0	0	N/A	0	0	0	0	0	
Operating Excess (Deficit)	\$554	1,237	(55.2)	(\$3,999)	(\$4,432)	\$433	(\$0)	(\$89)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - T O - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2016	FY2015	Variance	FY2016	FY2015	Variance		
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	1	0	N/A	6	3	109.4	14	14
State Sources	23	33	(30.6)	91	108	(17)	156	156
Federal Aids from MDE	222	200	10.9	1,116	1,066	50	2,264	2,280
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	117	108	8.1	541	560	(19)	1,206	1,206
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	362	341	6.3	1,755	1,737	18	3,640	3,655
Expenditures								
Salaries	88	133	33.9	604	563	(41)	1,155	1,155
Benefits	37	50	13	228	209	(19)	429	429
Purchased Services	1	6	5	23	32	9	115	115
Supplies & Materials	128	165	22.6	835	881	46	1,990	2,000
Chargebacks	0	0	N/A	1	1	0	158	158
Capital Expenditures	36	0	(36)	61	108	47	34	50
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	N/A	13	14	1	20	20
Total Expenditures	290	354	18.2	1,766	1,808	42	3,902	3,927
Transfers In (Out)	0	0	N/A	0	0	0	0	0
Operating Excess (Deficit)	\$73	(\$13)	\$86	(\$11)	(\$71)	\$60	(\$262)	(\$273)

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	\$0
Interest	0	0	0	N/A	0	0	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	0
State Sources	168	36	132	366.7	1,161	1,767	(606)	(34.3)
Federal Aids from MDE	0	0	0	N/A	0	0	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	0
Local Sales	0	0	0	N/A	0	6	(6)	(100.0)
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	0
Total Revenues	168	36	132	366.7	1,161	1,773	(612)	(34.5)
Expenditures								
Salaries	104	149	45	30.0	568	605	37	6.2
Benefits	74	103	29	27.9	409	389	(20)	(5.1)
Purchased Services	199	438	239	54.5	1,597	1,871	274	14.7
Supplies & Materials	22	30	8	28.3	109	189	80	42.1
Chargebacks	0	0	0	N/A	0	1	1	52.7
Capital Expenditures	0	0	0	N/A	178	2	(176)	(8,795.3)
Debt Service	0	0	0	N/A	0	0	0	N/A
Other	1	0	(1)	N/A	1	1	0	36.2
Total Expenditures	400	720	320	44.4	2,862	3,058	196	6.4
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A
Operating Excess (Deficit)	(\$232)	(\$684)	\$452	66.1	(\$1,701)	(\$1,285)	(\$416)	(32.4)
								(\$838)

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	\$0	\$963	\$963
Interest	0	0	N/A	0	0	0	0	0
Tuition, Fees, Admissions	145	154	(9)	1,026	924	102	1,586	1,586
Other Local Revenues	0	0	N/A	105	125	(20)	78	109
State Sources	516	374	142	1,482	1,223	259	2,003	2,009
Federal Aids from MDE	27	17	10	48	17	31	162	163
Federal Direct Aids	609	660	(51)	879	(37)	916	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
Total Revenues	1,298	1,205	93	3,540	2,252	1,288	6,564	6,602
Variance			7.7			57.2		
Expenditures								
Salaries	272	389	117	1,709	1,612	(97)	3,570	3,572
Benefits	122	143	21	744	695	(49)	1,387	1,409
Purchased Services	103	41	(62)	588	507	(81)	1,242	1,261
Supplies & Materials	7	12	5	115	125	10	281	281
Chargebacks	0	0	0	1	2	1	224	224
Capital Expenditures	0	6	6	3	11	8	12	14
Debt Service	0	0	0	0	0	0	0	0
Other	0	5	5	11	15	4	156	148
Total Expenditures	503	596	93	3,170	2,967	(203)	6,871	6,909
Variance			15.6			(6.9)		
Transfers In (Out)	0	0	0	0	0	0	N/A	N/A
Operating Excess (Deficit)	\$795	\$609	\$186	\$369	(\$715)	\$1,084	(\$307)	(\$307)
Variance			30.5			151.7		

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2016	FY2015	FY2016	FY2015	Adopted	Revised
	\$	\$	\$	\$		
		Variance		Variance		
		%		%		
Lew	\$0	\$0	\$0	\$0	\$1,029	\$1,029
Interest	0	0	0	0	0	0
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	5	6	56	15	16	16
State Sources	16	49	320	497	972	972
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	(0)	22	199	22	0	5
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	21	77	575	534	2,017	2,022
		(56)		41		7.7
		(72.9)				
<u>Expenditures</u>						
Salaries	63	95	454	478	856	831
Benefits	26	30	186	195	335	335
Purchased Services	11	15	111	52	0	154
Supplies & Materials	0	24	62	706	450	512
Chargebacks	0	0	0	0	0	0
Capital Expenditures	7	0	999	1,026	3,766	3,651
Debt Service	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Expenditures	108	164	1,813	2,457	5,406	5,483
		56		644		26.2
		34.3				
Transfers In (Out)	0	0	4,183	0	4,183	4,183
Operating Excess (Deficit)	(\$87)	(\$87)	\$2,946	(\$1,923)	\$795	\$723
		\$0		\$4,869		253.2
		0.0				

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	\$1,018	\$1,018
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$1,018	\$1,018
Interest	0	0	N/A	0	1	(1)	-	-
Tuition, Fees, Admissions	0	0	N/A	0	0	0	0	0
Other Local Revenues	0	0	N/A	0	5	(5)	0	0
State Sources	0	0	N/A	168	168	0	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
Total Revenues	0	0	N/A	169	174	(5)	1,187	1,187
<u>Expenditures</u>								
Salaries	5	9	41.2	41	40	(1)	84	84
Benefits	2	2	10.2	14	14	0	26	26
Purchased Services	6	30	79.6	70	107	37	20	83
Supplies & Materials	0	1	51.8	55	10	(45)	33	92
Chargebacks	0	0	N/A	0	0	(0)	0	0
Capital Expenditures	181	87	(107.7)	1,659	803	(856)	5,068	4,943
Debt Service	0	0	N/A	0	0	(0)	0	0
Other	0	0	N/A	4	5	1	8	10
Total Expenditures	194	129	(50.7)	1,844	979	(865)	5,238	5,238
Transfers In (Out)	0	0	N/A	0	0	0	0	0
Operating Excess (Deficit)	(\$194)	(\$129)	(50.6)	(\$1,675)	(\$805)	(\$870)	(\$4,051)	(\$4,051)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2016	FY2015	Variance	Variance	FY2016	FY2015	Variance	Variance		
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$18,010	\$18,010
Interest	0	0	0	N/A	407	0	407	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	169	171	(2)	(0.9)	1,095	1,244	(149)	(11.9)	1,960	1,960
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	502	(502)	(100.0)	485	1,005	(520)	(51.8)	970	970
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	169	673	(504)	(74.8)	1,987	2,249	(262)	(11.6)	20,940	20,940
Expenditures										
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	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
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	17,552	15,677	(1,875)	(12.0)	22,781	20,603	(2,178)	(10.6)	20,910	22,789
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	17,552	15,677	(1,875)	(12.0)	22,781	20,603	(2,178)	(10.6)	20,910	22,789
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$17,383)	(\$15,004)	(\$2,379)	(15.9)	(\$20,794)	(\$18,354)	(\$2,440)	(13.3)	\$29	(\$1,849)

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	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	1	3	(2)	(50.1)	7	4	3	82.8	20	20
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	170	170
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	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	1	3	(2)	(50.1)	7	4	3	82.8	190	190
Expenditures										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	200	200	0	0.0	200	200
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
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	0	0
Total Expenditures	0	0	0	N/A	200	200	0	0.0	200	200
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$1	\$3	(\$2)	(50.1)	(\$193)	(\$196)	\$3	1.7	(\$10)	(\$10)

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	\$0	\$0	\$0	\$0	\$0
Interest	0	1	(1)	0	1	(1)	4	4
Tuition, Fees, Admissions	0	370	(370)	196	370	(174)	588	588
Other Local Revenues	0	98	(98)	50	98	(48)	229	229
State Sources	0	0	0	0	0	0	0	0
Federal Aids from MDE	0	0	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0	0	0
Local Sales	0	338	(338)	236	338	(102)	542	542
Sale of Bonds or Loans	0	0	0	0	0	0	0	0
Total Revenues	0	807	(807)	482	807	(325)	1,362	1,362
Expenditures								
Salaries	0	0	0	0	0	0	0	0
Benefits	0	0	0	0	0	0	0	0
Purchased Services	0	229	229	143	229	86	805	805
Supplies & Materials	0	238	238	179	238	59	522	522
Chargebacks	0	0	0	0	0	0	0	0
Capital Expenditures	0	0	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0	0	0
Other	0	12	12	13	12	(1)	35	35
Total Expenditures	0	479	479	334	479	145	1,362	1,362
Transfers In (Out)	0	0	0	0	0	0	0	0
Operating Excess (Deficit)	\$0	\$328	(\$328)	\$148	\$328	(\$180)	(\$0)	(\$0)

BALANCE SHEET

ASSETS	01/31/16	06/30/15	01/31/15	FUND BALANCES	01/31/16	06/30/15	01/31/15
Cash / Investments	\$62,694	\$76,099	\$16,882	Reserved for:			
Taxes & Credits Receivable	3,696	21,333	2,589	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	(909)	258	150	Nonspendable Inventory	184	184	203
Due from Other Funds	0	403	0	Nonspendable Prepays	103	103	134
Due from Other MN Districts	1,211	1,222	0	Staff Development	103	103	108
Due From MDE	7,584	7,792	7,731	Teacher Dev & Eval	185	185	0
Due From Federal thru MDE	130	2,961	58	Basic skills	0	0	0
Due From Federal - Direct	0	2,086	0	Learning development	0	0	0
Due from Other Governments	130	130	0	Desegregation	0	0	0
Inventory	184	184	195	Gifted and Talented	0	0	0
Prepays	59	103	50	Pupil Transportation Safety	0	0	0
				ECFE	268	268	212
Total Assets	<u>\$74,778</u>	<u>\$112,570</u>	<u>\$27,655</u>	Community Education	534	534	350
				Community Services	254	254	220
				Operating Capital	0	0	0
				Facilities	3,734	3,734	4,243
				Alternative facilities	1,864	1,864	1,988
				Restricted Programs	46	46	67
				Bond Refunding	47,259	47,259	0
				Endowment	1,623	1,816	1,625
				Encumbrances	0	0	0
				Severance-Insurance Prem	0	0	3,698
				Area Learning Center	435	435	22
				Designated for:			
				Textbooks	837	837	795
				Carryovers	155	155	169
				Operating Capital	0	0	0
				Referendum	0	0	0
				Undesignated	(17,823)	4,710	(19,591)
Total Liabilities	<u>\$35,017</u>	<u>\$50,083</u>	<u>\$33,412</u>	Total Fund Balance	<u>\$39,761</u>	<u>\$62,487</u>	<u>(\$5,757)</u>
				Liabilities & Fund Balance	<u>\$74,778</u>	<u>\$112,570</u>	<u>\$27,655</u>

BALANCE SHEET

ASSETS	01/31/16	06/30/15	01/31/15	FUND BALANCES	01/31/16	06/30/15	01/31/15
Cash / Investments	\$15,259	\$9,922	\$15,910	Reserved for:			
Taxes & Credits Receivable	(8,682)	8,955	(9,618)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	(1,077)	60	73	Nonspendable Inventory	90	90	79
Due from Other Funds	0	208	0	Nonspendable Prepays	94	94	128
Due from Other MN Districts	1,211	1,222	0	Staff Development	103	103	108
Due From MDE	7,182	7,221	7,365	Teacher Dev & Eval	185	185	0
Due From Federal thru MDE	0	2,711	0	Basic skills	0	0	0
Due From Federal - Direct	0	114	0	Learning development	0	0	0
Due from Other Governments	130	130	0	Integration	0	0	0
Inventory	90	90	82	Gifted and Talented	0	0	0
Prepays	59	94	50	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$14,172</u>	<u>\$30,728</u>	<u>\$13,862</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$88	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries & Benefits Payable	(237)	13,362	(432)	Restricted Programs	0	0	0
Accounts Payable	102	706	119	Escrow Account	0	0	0
Due to Other Funds	0	121	0	Severance-Insurance Prem	0	0	3,698
Due to Other MN Districts	0	71	0	Encumbrances	0	0	0
Due to Other Governments	(0)	0	0	Area Learning Center	435	435	22
Claims Payable	317	170	175	Designated for:			
Deferred Revenue	12	283	36	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	11,120	11,120	10,254	Carryovers	155	155	169
Property tax shift	0	(0)	0	Operating Capital	0	0	0
				Referendum	0	0	0
Total Liabilities	<u>\$11,314</u>	<u>\$25,833</u>	<u>\$10,240</u>	Undesignated	1,796	3,833	(582)
				Total Fund Balance	<u>\$2,858</u>	<u>\$4,895</u>	<u>\$3,622</u>
				Liabilities & Fund Balance	<u>\$14,172</u>	<u>\$30,728</u>	<u>\$13,862</u>

BALANCE SHEET

Duluth Public Schools - ISD #709
 January 16
 Food Service Fund

	01/31/16	06/30/15	01/31/15	FUND BALANCES	
ASSETS	\$934	\$856	\$958	01/31/16	06/30/15
Cash / Investments	0	0	0	\$0	\$0
Taxes & Credits Receivable	7	6	7	94	94
Accounts / Interest Receivable	0	0	0	1	1
Due from Other Funds	0	0	0	0	0
Due from Other MN Districts	0	0	0	0	0
Due From MDE	130	130	58	0	0
Due From Federal thru MDE	0	0	0	0	0
Due From Federal - Direct	0	0	0	0	0
Due from Other Governments	94	94	113	0	0
Inventory	0	1	0	0	0
Prepays				0	0
Total Assets	\$1,164	\$1,087	\$1,136		
LIABILITIES					
Tax and Aid Anticipation Payable	\$0	\$0	\$0	0	0
Accrued Interest Payable	0	0	0	0	0
Salaries Payable	129	11	115	0	0
Accounts Payable	21	51	12	0	0
Due to Other Funds	0	0	0	0	0
Due to Other MN Districts	0	0	0	0	0
Due to Other Governments	0	0	0	0	0
Claims Payable	0	0	0	0	0
Deferred Revenue	0	0	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	919	930
Property tax shift	0	0	0		887
Total Liabilities	\$150	\$62	\$127	\$1,014	\$1,025
Total Fund Balance					\$1,009
Liabilities & Fund Balance	\$1,164	\$1,087	\$1,136		

BALANCE SHEET

ASSETS	01/31/16	06/30/15	01/31/15	FUND BALANCES	01/31/16	06/30/15	01/31/15
Cash / Investments	\$2,247	\$66	\$851	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	636	636	605	Severance	0	0	0
Accounts / Interest Receivable	2	6	0	Nonspendable Inventory	6	6	5
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff development	0	0	0
Due From MDE	143	311	129	Reemployment comp	0	0	0
Due From Federal thru MDE	0	120	0	Basic skills	0	0	0
Due From Federal - Direct	0	1,972	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	6	0	Pupil Transportation Safety	0	0	0
				ECFE	268	268	212
Total Assets	\$3,027	\$3,116	\$1,585	Community Education	534	534	350
				Community Services	254	254	220
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	399	446	367	Restricted Programs	46	46	67
Accounts Payable	11	89	2	Escrow Account	0	0	0
Due to Other Funds	0	282	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	1	52	47	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	1,139	1,139	1,030	Undesignated	369	0	(715)
Property tax shift	0	0	0				
Total Liabilities	\$1,550	\$2,008	\$1,446	Total Fund Balance	\$1,478	\$1,108	\$139
				Liabilities & Fund Balance	\$3,027	\$3,116	\$1,585

BALANCE SHEET

ASSETS	01/31/16	06/30/15	01/31/15	FUND BALANCES	01/31/16	06/30/15	01/31/15
Cash / Investments	\$1,737	(\$1,241)	\$389	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	14	36	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,737</u>	<u>(\$1,227)</u>	<u>\$425</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	96	18	106	Restricted Programs	0	0	0
Accounts Payable	7	68	9	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	837	837	795
Deferred Revenue	0	0	0	School Carryover	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	796	(2,150)	(485)
Total Liabilities	<u>\$103</u>	<u>\$86</u>	<u>\$115</u>	Total Fund Balance	<u>\$1,633</u>	<u>(\$1,313)</u>	<u>\$310</u>
				Liabilities & Fund Balance	<u>\$1,737</u>	<u>(\$1,227)</u>	<u>\$425</u>

BALANCE SHEET

ASSETS	01/31/16	06/30/15	01/31/15	FUND BALANCES	01/31/16	06/30/15	01/31/15
Cash / Investments	\$3,976	\$5,833	\$5,477	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	17	17	17	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$3,993</u>	<u>\$5,849</u>	<u>\$5,494</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	3,734	3,734	4,243
Accrued Interest Payable	0	0	0	Alternative facilities	1,864	1,864	1,988
Salaries Payable	6	3	6	Restricted Programs	0	0	0
Accounts Payable	65	248	62	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Textbooks	0	0	0
Claims Payable	0	0	0	Operating Capital	0	0	0
Deferred Revenue	0	0	0	Undesignated	(1,675)	0	(805)
Taxes Levied for Subsequent Yr.	0	0	0				
Property tax shift	0	0	0				
Total Liabilities	<u>\$70</u>	<u>\$251</u>	<u>\$68</u>	Total Fund Balance	<u>\$3,923</u>	<u>\$5,598</u>	<u>\$5,426</u>
				Liabilities & Fund Balance	<u>\$3,993</u>	<u>\$5,849</u>	<u>\$5,494</u>

BALANCE SHEET

ASSETS	01/31/16	06/30/15	01/31/15	FUND BALANCES	01/31/16	06/30/15	01/31/15
Cash / Investments	\$1,619	\$1,616	\$1,610	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	4	4	15	Nonspendable Inventory	0	0	0
Due from Other Funds	0	195	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$1,623	\$1,816	\$1,625	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	1,623	1,816	1,625
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	0	0	0
Property tax shift	0	0	0				
Total Liabilities	\$0	\$0	\$0	Total Fund Balance	\$1,623	\$1,816	\$1,625
				Liabilities & Fund Balance	\$1,623	\$1,816	\$1,625

BALANCE SHEET

ASSETS	01/31/16	06/30/15	01/31/15	FUND BALANCES	01/31/16	06/30/15	01/31/15
Cash / Investments	\$276	\$265	\$226	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	20	1	1	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$296</u>	<u>\$266</u>	<u>\$227</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	76	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	115	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	296	75	227
Property tax shift	0	0	0	Total Fund Balance	<u>\$296</u>	<u>\$75</u>	<u>\$227</u>
Total Liabilities	<u>\$0</u>	<u>\$191</u>	<u>\$0</u>				
				Liabilities & Fund Balance	<u>\$296</u>	<u>\$266</u>	<u>\$227</u>

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
 Period Ending 01/31/2016

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
01/15/2016	V79764	DULUTH FEDERATION OF TEA	35,746.51
01/15/2016	V107231	DULUTH TEACHERS CREDIT	7,746.28
01/15/2016	V106637	EBC - FLEX EFT	11,469.18
01/15/2016	V106636	EBC - TSA EFT	83,415.47
01/15/2016	V79771	EDUCATION MN CLERICAL	1,390.34
01/15/2016	V108869	EMPOWER RETIREMENT FOR MSRS	66,048.14
01/15/2016	V102915	FEDERAL 941 PR TAXES	550,592.94
01/15/2016	V108066	MG TRUST	123,920.88
01/15/2016	V05173	MN CHILD SUPPORT EFT	2,305.26
01/15/2016	V102916	MN STATE PR TAXES	88,075.54
01/15/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	81,164.71
01/15/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	253,612.96
01/15/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,424,985.12
01/29/2016	V106737	ASSOCIATED BANK (EFT)	4,739,353.75
01/29/2016	V06645	MEDICA HEALTH PLAN (EFT)	185,116.10
01/29/2016	V106638	PEIP - HLTH EFT	1,182,535.44
01/29/2016	V05012	U S BANK TRUST N A CORP EFT	11,872,098.97
01/29/2016	V79764	DULUTH FEDERATION OF TEA	31,982.25
01/29/2016	V107231	DULUTH TEACHERS CREDIT	7,646.28
01/29/2016	V106637	EBC - FLEX EFT	11,560.81
01/29/2016	V106636	EBC - TSA EFT	75,890.21
01/29/2016	V79771	EDUCATION MN CLERICAL	1,357.88
01/29/2016	V108869	EMPOWER RETIREMENT FOR MSRS	104,195.81
01/29/2016	V102915	FEDERAL 941 PR TAXES	607,241.05
01/29/2016	V108066	MG TRUST	124,605.45
01/29/2016	V05173	MN CHILD SUPPORT EFT	2,543.45
01/29/2016	V108320	MN DEPT OF REVENUE EFT	428.97
01/29/2016	V102916	MN STATE PR TAXES	97,154.73
01/29/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	100,559.88
01/29/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	263,822.10
01/29/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,597,921.90
01/29/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	61,544.11
01/29/2016	V104923	HARRIS BANK	23,123.72
			<u>23,821,156.19</u>

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

Beginning Investment Balance (December 31, 2015): \$ **20,022,855.88**

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)	
N/A					\$ 0.00
Total Purchases					\$ 0.00

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)	
01/11	First Farmers State Bank (IL)	MBS	01/11/16	0.25%	\$ 249,000.00
01/15	Republic Bank (MN)	MBS	01/15/16	0.35%	240,000.00
01/19	Bank Hapoalim B M (NY)	MBS	01/19/16	0.40%	249,000.00
01/19	State Bank of India (IL)	MBS	01/19/16	0.50%	249,000.00
01/21	Level One Bank (MI)	MBS	01/21/16	0.35%	240,000.00
01/22	FHLMC	MBS	01/22/16	0.24%	1,498,580.00
01/22	Bank of China (NY)	MBS	01/22/16	0.35%	249,000.00
01/26	MN Trust Term Series	PMA	01/26/16	0.13%	1,000,000.00
01/26	MN Trust Term Series	PMA	01/26/16	0.15%	1,000,000.00
01/26	MN Trust Term Series	PMA	01/26/16	0.15%	1,500,000.00
01/26	MN Trust Term Series	PMA	01/26/16	0.14%	4,000,000.00
01/26	MN Trust Term Series	PMA	01/26/16	0.13%	3,000,000.00
01/26	MN Trust Term Series	PMA	01/26/16	0.15%	1,500,000.00
01/29	Westfield Bank (MA)	MBS	01/29/16	0.25%	249,000.00
01/29	Atlantic Coast Bank (FL)	MBS	01/29/16	0.25%	249,000.00
Total Maturities					\$ 15,472,580.00

Other items:

Add:	Money Market Funds Interest	\$ 51.97
	Beginning Value Adjustment	0.00
	Other Interest/Cash Balance on Account (Reverse)	0.00
Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	0.00
Total Other		\$ 51.97

Ending Investment Balance (January 31, 2016) \$ **4,550,327.85**

Note: Ending Investment Balance as of January 31, 2015 was \$ 414,497.56

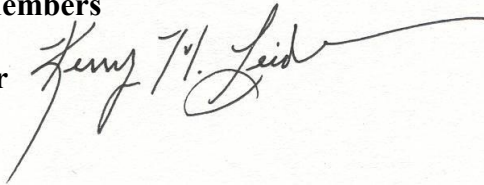
Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2016
March 2016

Grade Levels	Mar Enrollment	Progression to PU	Projected PU	PUW	Projected APU	EOY APU 1415
KG	560.5	0.998628389	559.73	1.00	559.73	626.14
HK	82	1.022769231	83.87	1.00	83.87	66.48
Gr 1-3	1936.65	1.001515306	1939.58	1.00	1939.58	1962.97
Gr 4-6	1783	0.986837702	1759.53	1.00	1759.53	1769.40
Gr 7-8	1150	0.97733677	1123.94	1.20	1348.72	1365.14
Gr 9-12	2745.85	0.931686191	2558.27	1.20	3069.92	3149.47
Sub-Total	8258				8761.36	8939.61
Other APU Generators						
	Mar Enrollment	Progression to PU	Projected PU	PUW	Projected APU	
Early Childhood	244	0.401277466	97.91	1.000	97.91	93.34
Early Childhood Details	Final Count	Mar 1 Count	Final PU			
12-13	344.00	209	91.75			
13-14	368.00	223	83.09			
14-15	371.00	237	93.34			
15-16*		244	97.91			
Resident Tuition**						
Resident Tuition Details	Total APU				39.28	
12-13	48.46					
13-14	36.47					
14-15	32.90					
15-16*	39.28					
ALC**						
ALC Details	Total APU				263.31	
12-13	273.97					
13-14	237.86					
14-15	278.11					
15-16*	263.31					
Projected Total APU					8859.28	9032.95
Budgeted APU					8945.50	
Net					-86.22	

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider



Date: March 4, 2016

Re: Bid #1245 – Myers-Wilkins Elementary School Window Replacement and Masonry Restoration

The above bid was advertised according to statute and School Board Policy. Three (3) bids were received in response to the School District's notice for bids for the Myers-Wilkins Elementary School Window Replacement and Masonry Restoration. The attached Bid Tab and recommendation letter reflect the bids received related to the scope of work.

It is recommended the Duluth School Board approve entering into a contract with the contractor as listed on the recommendation letter based on their low bid as provided in response to Bid #1245 – Myers-Wilkins Elementary School Window Replacement and Masonry Restoration.

Enclosures



March 4, 2016

Mr. Kerry Leider
Duluth Public Schools
215 North 1st Avenue East
Duluth, MN 55802

Smart engineering of
roofs, walls, windows,
pavements
and waterproofing

RE: Letter of Recommendation for Myers-Wilkins Elementary School 2016
Window Replacement and Masonry Restoration
Inspec Project No.: 213686

Dear Mr. Leider:

On March 3, 2016, competitive bids were received for the above-referenced project. TL Construction submitted the lowest bid for the Base Bid for the work at Myers-Wilkins Elementary in the amount of \$844,000.00.

We have reviewed the TL Construction bid and have confirmed their understanding of the project scope. It is our opinion that TL Construction Inc. meets the qualifications we have identified for this project. We therefore recommend that the 2016 Window Replacement and Masonry Restoration at Myers –Wilkins TL Construction Inc.

Please do not hesitate to call if you have any questions.

Sincerely,

INSPEC

A handwritten signature in blue ink, appearing to read "L Koch", is written over the printed name "Laurence Koch, AIA Senior Consultant".

Laurence Koch, AIA
Senior Consultant

LK/nm/bap

Enclosure

cc: TL Construction Inc.
File

5801 Duluth Street
Minneapolis, MN 55422
Ph. 763-546-3434
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

www.inspec.com

Memorandum

**To: Bill Hanson
School Board Members**

From: Kerry M. Leider

Date: March 11, 2016

Re: Bid #1246 – Historic Old Central High School Elevator Replacement– Rejection of Bid

A pre-bid meeting was held at Historic Old Central High School on March 2, 2016 related to Bid #1246 - HOCHS Elevator Replacement. Many contractors attended this meeting and there appeared to be considerable interest; however, when the bids were received and opened on March 8, 2016 according to School Board policy, only one bid was received for this work. We do not know at this time why other attendees at the pre-bid meeting did not ultimately provide a bid for this work.

I am working with the project architect to confirm any reason for low bid response that suggest the document should be amended. We will begin a new bid process for this fall with plan for this project to occur in the summer of 2017.

Due to having received only one bid and that contractor qualifying their response with unacceptable conditions and exclusions, the District with recommendation by Robert Fern of RW Fern Associates, Inc., hereby recommends the rejection of all bid responses received to the District's request for Bid No. 1246.



March 9, 2016

Mr. Kerry Leider
ISD 709
215 North First Avenue East
Duluth, MN 55802

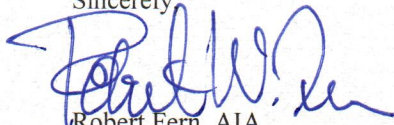
**Elevator Upgrade at HOCHS
ISD 709**

Dear Kerry:

Bids were received for this project on Tuesday, March 8, 2016, with one bid received from Schindler Elevator.

I have reviewed Schindler's response and recommend rejecting this bid due to the conditions and exclusions added to their proposal.

Sincerely

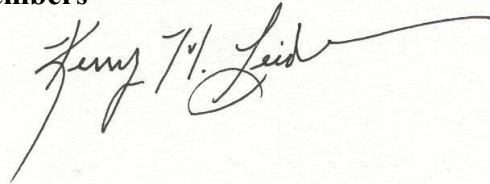


Robert Fern, AIA
Architect

Memorandum

**To: Bill Hanson
School Board Members**

From: Kerry M. Leider



Date: March 10, 2016

Re: March Agenda Updates

Re: Quote #4227 – 2016 District-wide Lawn Care Services

Quotes were solicited from eight (8) contractors for the 2016 District-wide Lawn Care Services. Three quotes were received in response to the School District's request for quotes covering the period from April 24, 2016 through September 24, 2016 (estimated 22 weeks). The low quotes are based on site-specific quotes as follows:

<u>Vendor</u>	<u>Quote Amount</u>
Blotti Contracting	\$38,456.00
Nick Stokes	\$10,890.00

It is recommended the School Board approve the quotes as submitted above to complete the work defined in Quote #4227 – 2016 District-wide Lawn Care Services, for a total estimated annual (based on an estimated 22 weeks) amount of \$49,346.00, with the option to extend 2016 services beyond September 24, 2016, depending on the growing season.

It is further recommended that the Duluth School Board approve the two (2) additional contract extension options through September 2018, if the amount is determined acceptable by the Director of Business Services and the Property and Risk Manager.

Attached please find the Quote Tab and Comparison with other fiscal years for reference.

Attachments

QUOTE TABULATION
2016 LAWN CARE SERVICES
QUOTE #4227

for the period of April 24, 2016 through September 24, 2016

	Blotti Contracting	Bee Dee Enterprises	Choremasters/ Goodwill Duluth	General Cleaning	Nick Stokes	Quality Lawn Care	Sinnott Blacktop	Troy's Ground Maintenance	LOW QUOTE AMOUNT
1) Central HS	\$193.00				\$145.00	\$580.00			\$145.00
2) Congdon Park ES	\$99.00				\$110.00	\$122.00			\$99.00
3) Denfeld HS	\$174.00				\$170.00	\$189.00			\$170.00
4) East HS	\$188.00					\$210.00			\$188.00
5) Historic Old Central	\$94.00					\$115.00			\$94.00
6) Homecroft ES	\$74.00				\$100.00	\$115.00			\$74.00
7) Lakewood ES	\$119.00				\$130.00	\$139.00			\$119.00
8) Laura MacArthur ES	\$137.00				\$120.00	\$165.00			\$120.00
9) Lester Park ES	\$74.00				\$75.00	\$80.00			\$74.00
10) Lincoln Park MS	\$188.00				\$500.00	\$400.00			\$188.00
11) Lowell ES	\$79.00				\$100.00	\$95.00			\$79.00
12) Meyers-Wilkens ES	\$259.00					\$275.00			\$259.00
13) Nettleton ES	\$84.00				\$87.00	\$89.00			\$84.00
14) Ordean East MS	\$254.00					\$315.00			\$254.00
15) Piedmont ES	\$84.00				\$100.00	\$110.00			\$84.00
16) Rockridge ES	\$74.00				\$60.00	\$110.00			\$60.00
17) Stowe ES	\$123.00				\$126.00	\$140.00			\$123.00
18) Transportation	\$29.00					\$35.00			\$29.00
Total Amount Per Mowing	\$2,326.00				\$1,823.00	\$3,284.00			\$2,243.00
Total Annual Amount	\$51,172.00				\$40,106.00	\$72,248.00			\$49,346.00
<i>Total Low Quote</i>	\$1,748.00				\$495.00				
<i>Estimated Annual Amount</i>	\$ 38,456.00				\$ 10,890.00				

COMPARISON
LAWN CARE SERVICES
 April 24, 2016 through September 24, 2016

	change from FY15	2016 Quote #4227	2015 Quote #4140 3rd Year	2014 Quote #4140 2nd Year	2013 Quote #4140	2012 Quote #4111	2011 Quote #4083	2010 Quote #4033	2009 Bid #1080 3rd Year	2008 Bid #1080 2nd Year
Central	-75%	\$ 145.00	\$ 581.46	\$ 575.70	\$ 570.00	\$ 465.00	\$ 465.00	\$465.00	\$458.04	\$458.04
Central Trails East							\$ 129.00	\$129.00	\$129.08	\$129.08
Congdon Park	-19%	\$ 99.00	\$ 122.41	\$ 121.20	\$ 120.00	\$ 110.00	\$ 110.00	\$110.00	\$104.10	\$104.10
Denfeld	-10%	\$ 170.00	\$ 188.72	\$ 186.85	\$ 185.00	\$ 125.00	\$ 125.00		\$140.54	\$140.54
East HS (Ordean)	-35%	\$ 188.00	\$ 287.58	\$ 284.73	\$ 206.50	\$ 250.00	\$ 206.50		\$187.38	\$187.38
Historic Old Central	-16%	\$ 94.00	\$ 112.21	\$ 111.10	\$ 110.00	\$ 100.00	\$ 115.00	\$115.00	\$109.31	\$109.31
Homecroft	-34%	\$ 74.00	\$ 112.21	\$ 111.10	\$ 110.00	\$ 80.00	\$ 56.00	\$59.50	\$74.95	\$74.95
Lakewood	-14%	\$ 119.00	\$ 137.71	\$ 136.35	\$ 135.00	\$ 115.00	\$ 75.00	\$79.50	\$124.92	\$124.92
Laura MacArthur ES & Field	-26%	\$ 120.00	\$ 81.61	\$ 80.80	\$ 80.00	\$ 63.00	\$ 58.00	\$65.00	\$62.46	\$62.46
Laura MacArthur Field			\$ 81.61	\$ 80.80	\$ 80.00		\$ 58.00			
Lester Park	-9%	\$ 74.00	\$ 81.61	\$ 80.80	\$ 80.00	\$ 75.00	\$ 75.00	\$53.50	\$72.87	\$72.87
Old Lester Park (demo)							\$ 47.24			
Lincoln Park (sold)						\$ 49.25	\$ 48.00	\$48.00	\$57.26	\$57.26
Lincoln Park MS	25%	\$ 188.00	\$ 150.46	\$ 148.98	\$ 147.50	\$ 400.00				
Lowell	-13%	\$ 79.00	\$ 91.25	\$ 90.34	\$ 89.45	\$ 90.00	\$ 87.00	\$90.50	\$133.72	\$133.72
Myers-Wilkins(Grant)	-6%	\$ 259.00	\$ 275.43	\$ 272.70	\$ 270.00	\$ 125.00	\$ 100.00	\$100.00	\$98.90	\$98.90
Morgan Park			\$ 117.31	\$ 116.15	\$ 115.00	\$ 79.00	\$ 76.00	\$80.00	\$104.10	\$104.10
Nettleton	-6%	\$ 84.00	\$ 89.77	\$ 88.88	\$ 88.00	\$ 89.00	\$ 89.50	\$90.00	\$88.49	\$88.49
Ordean East MS (East)	-16%	\$ 254.00	\$ 300.93	\$ 297.95	\$ 295.00	\$ 300.00	\$ 300.00	\$300.00	\$296.69	\$296.69
Piedmont	-9%	\$ 84.00	\$ 91.81	\$ 90.90	\$ 90.00	\$ 75.00	\$ 84.00		\$64.02	\$64.02
Rockridge	-35%	\$ 60.00	\$ 91.81	\$ 90.90	\$ 90.00	\$ 92.00	\$ 59.00	\$63.50	\$82.71	\$82.71
Stowe	-12%	\$ 123.00	\$ 139.75	\$ 138.37	\$ 137.00	\$ 135.00	\$ 95.00	\$98.00	\$103.58	\$103.58
Kenwood (sold)							\$ 65.00			
Transportation	-19%	\$ 29.00	\$ 35.70	\$ 35.35	\$ 35.00	\$ 35.00	\$ 35.00	\$35.00	\$33.31	\$33.31
Woodland (sold)					\$ 69.50	\$ 90.00	\$ 73.00	\$77.00	\$85.36	\$85.36
Total Amount Weekly	-29%	\$ 2,243.00	\$ 3,171.35	\$ 3,139.95	\$ 3,102.95	\$ 2,942.25	\$ 2,631.24	\$2,058.50	\$2,611.79	\$2,611.79
Total Amount of Quote	-18%	\$49,346.00	\$60,255.65	\$59,659.05	\$65,161.95	\$61,787.25	\$47,362.32	\$41,170.00	\$49,624.01	\$49,624.01
		22 weeks	19 weeks	19 weeks	21 weeks	21 weeks	18 weeks	20 weeks	19 weeks	19 weeks

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds
 - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
 - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
 - 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minn. Stat. Ch. 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minn. Stat. § 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

New Policy – First Reading March 22, 2016

Legal References: Minn. Const. art. 13, § 1
 Minn. Stat. Ch. 123B (School Districts, Powers and Duties)
 Minn. Stat. Ch. 179A (Public Employment Labor Relations)
 Minn. Stat. § 465.035 (Conveyance or Lease of Land)
 Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties of Political Subdivisions)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of School Board)
 MSBA/MASA Model Policy 603 (Curriculum Development)
 MSBA/MASA Model Policy 604 (Instructional Curriculum)
 MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
 MSBA/MASA Model Policy 705 (Investments)
 MSBA/MASA Model Policy 706 (Acceptance of Gifts)
 MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
 MSBA Service Manual, Chapter 3, Employee Negotiations
 MSBA Service Manual, Chapter 13, School Law Bulletin “F” (Contract and Bidding Procedures)

101.1 NAME OF THE SCHOOL DISTRICT

I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Independent School District No. 709. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

III. UNIFORM NAME

- A. The name of the school district shall be *Duluth Public Schools*.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as *Independent School District No. 709 Duluth Public Schools* but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

New Policy 101.1 – First Reading March 22, 2016

Legal References: Minn. Stat. § 123A.55 (Classes, Number)

Cross References:

102 - Equal Educational Opportunity

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. It is the school district's policy to provide equal educational opportunity to all students. The school district does not unlawfully discriminate on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. It is the responsibility of every school district employee to comply with this policy conscientiously.
- E. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Legal References: Minn. Stat. Ch. 363 (Minnesota Human Rights Act)
 Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
 MSBA/MASA Model Policy 413 (Harassment and Violence)
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
 Former Policy 5005 (Focus on Students)

Adopted: 06-09-1970 ISD 709
 Revised: 06-20-1995
 07-21-2015
03-22-2016 (Renumbered only) ISD 709

3065 - Vending Machines and Relations with Vendors

The School Board wishes to maintain good working relations with vendors who supply materials, supplies, and services to the school system. Constructive efforts by the administration to seek the advice and counsel of vendors about how to improve such relationships are encouraged.

Vendors who feel the specifications are unduly restrictive are encouraged to bring this to the Superintendent's attention by written communication.

Automatic vending machines or sales, the proceeds of which remain with the School Board, are authorized in any elementary or secondary public school in the city (i.e. sanitary equipment, milk, or other items designated by the School Board).

Automatic vending machines or sales, the proceeds of which physically remain in an individual school yet credited to the district's general fund, may be authorized if the sales supplement rather than conflict with existing School Board programs and policies. Non-conflicting vending machines or sales shall be originated at the discretion of the school principal.

All vending contracts over \$5000 must be obtained based on competitive bids and all contracts must be ratified by the School Board. In the event any vended or sold items are questioned or disputed as being in conflict with existing School Board programs or policies, the School Board, after proper review, shall make the determination.

Effective for all contracts entered into after June 30, 1995, student picture or yearbook contracts grossing over \$5000 in sales must also be obtained based on competitive bids and all contracts must be ratified by the School Board. In the event any item is questioned or disputed as being in conflict with existing School Board programs or policies, the School Board after proper review shall make the determination.

References: MSA 121.908
MSA 123.37
MSA 127.15
MSA 471.345

Adopted: 06-09-1970 ISD 709
Revised: 10-19-1993
04-25-1995
06-20-1995 ISD 709

3065R - Vending Machines and Relations with Vendors

Machines for the dispensing of foods and beverages may be used in the public schools of Duluth as a supplement to the cafeteria service and to provide after hours service. The following guidelines will govern their management, installation, use and specific items to be dispensed:

1. Management

The dispensing machines shall be under the general direction of the school principal. All proceeds are to be posted to the general fund but may be maintained at the school site. The proceeds may be expended as dictated by district accounting and purchasing policies. Proper accounting shall be submitted regularly to the Director of Business and Finance on all proceeds and expenditures.

2. Installation

Vending machines are to be installed at the expense of the local school. All contracts must be ratified by the School Board and shall go out for bid if the aggregate receipts from all machines located in a building exceed \$5000 in a fiscal year. The machines shall be so located as to meet building codes, convenience of operation, accessibility, and ease of maintenance. The placement shall be the joint decision of the local school administration, the engineering department, and the child nutrition department. All financial responsibility for the maintenance and repair shall remain with the individual school.

3. Use

Vending machines and their products may not operate in competition with school cafeterias. Their use is to broaden the services offered students and shall not be operated so as to detract or supplant the nutritional offerings of the school cafeteria. It is further recommended that attention be given to its use before or after school and before or during evening activities.

4. Guidelines for Specific Items to be Dispensed

It would be impractical to identify all items that should or should not be sold through a vending machine. With the guidelines identified under "use" the following regulations apply:

The following items may not be dispensed during lunch periods:

Coffee, tea, carbonated beverages, corn chips, potato chips, ice cream, candy, etc., and any items directly in competition with those being sold in the cafeteria. (But may be acceptable when the cafeteria is not in service.)

The following items are acceptable and may be operated at any time:

Fruit, noncarbonated beverages, milk, consommé', sandwiches, etc.

All efforts should be made to encourage cafeteria participation and the support of nutritious food.

The vending machines should be a supplement to the cafeteria and not to replace the services; consequently the major use should be before and after school hours, evening, and at those times in which the services of the cafeteria are not available.

5. Relations with Vendors

All supplies' representatives shall have a hearing relative to their products at the earliest convenient date. Subsequent visits shall be promptly acknowledged and interviews granted or not, depending upon the circumstances. Purchasing personnel are not required to put their time absolutely and indiscriminately at the disposal of all salesmen, however frequent or at whatever time, or on what mission they may be calling. The Director of Business and Finance may be the judge, but he/she is not relieved from his/her obligation of courtesy. The Duluth Public Schools shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price, and delivery, with past service being a factor if all other considerations are equal.

All letters, wires, and other types of communications shall be answered or acknowledged promptly.

The schools shall not solicit funds or material from vendors, however worthy the purpose. No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

No purchase will be made from a member of the School Board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the School District.

Approved: 06-09-1970 ISD 709

Revised: 10-19-1993

06-20-1995 ISD 709

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 hereinafter referred to as the "School District", and the CITY OF DULUTH, hereinafter referred to as "City".

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 124.912, Subdivision 6, a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

ARTICLE I

SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

1. For the purpose of this Agreement, the term "school resource officer" shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.1. The school resource officer will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children's and the community's needs and problems.

1.2. The duties of the school resource officer include the following:

a. Strive to develop a better understanding within the school system of the law enforcement process.

b. Confer with parents, students, neighbors, school personnel and other members of the community regarding pre-delinquent behavior.

c. Identify problems focused on children by inspecting the school area, grounds and property while being watchful for loiterers and suspicious persons or

automobiles; by frequently visiting high-delinquency areas for law violators; and by observing matters conflicting with the best interests of the students.

d. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Police Department or between the Police Department and school personnel by mutual agreement.

e. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring a freedom to leave the school building at various times.

f. In the instance of law violations, serve in the normal police officer capacity. That is, the officer has the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.

g. Continue as a member and employee of the Police Department of the City of Duluth and will operate under the direct administration and supervision of the Police Department. Work in cooperation with school administrators towards mutually agreed upon goals involving the Police Department, the School District, and the students. The school resource officer shall not have disciplinary authority within the school.

ARTICLE II

FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2. The parties agree that during the life of this Agreement the number of school resource officers actually employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties. The parties agree to meet on an annual basis on or before April 1 of each year of this agreement to review the number of officers to be employed for the next upcoming school year.

2.1 School resource officers shall spend approximately sixty-two (62%) percent of their time (annually) working directly on school district issues as identified in Paragraphs 1.2 a,b,c, above. (This represents 36 weeks with approximately 90 percent availability which equals 32.4 weeks).

2.2 School District agrees to pay to the City per school resource officer for a total of four (4) school resource officers during each year of this two-year agreement in accordance with the following schedule:

* Year 2016-17 rate per officer is \$55,978.62 and/or \$223,914.48 total reimbursement.

* Year 2017-18 rate per officer is \$57,097.56 and/or \$228,390.24 total reimbursement.

a. Fifty percent (50%) of the total amount to be paid during any year of this agreement is due and owing on June 15th of each year of the agreement.

b. Fifty percent (50%) of the total amount to be paid during any year of this agreement is due and owing on December 15th of each year of the agreement.

c. The City agrees to provide an invoice for payments specified in this Article. All payments received under Paragraph 2.2 above shall be deposited in City Fund Number 110-160-1610-4261.

ARTICLE III RESPONSIBILITY OF SCHOOL DISTRICT

3. The School District shall be responsible for the following duties and/or services:

a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff and student body.

b. Provide a private office, desk, telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis.

c. Require its principals to coordinate the efforts of the school resource officer within the schools.

ARTICLE IV
RESPONSIBILITY OF CITY

4. The City shall be responsible for the following duties and/or services:
- a. Provide school resource officers to the school district in the middle and secondary schools in the numbers as agreed to in Paragraph 2, above.
 - b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments shall be at the discretion of the Chief of Police or the Chief's designee.
 - c. Provide Police Department equipment needed by the school resource officer to perform necessary functions.
 - d. Provide training and education within the scope of the Police Department of the City.
 - e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department.

ARTICLE V
INDEMNITY AND HOLD HARMLESS

5. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the City or otherwise) or any activities sponsored by the City taking place on any such property, structures or equipment.

5.1 The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases

compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School District taking place on any such property, structures or equipment.

5.2 The indemnity provisions of Paragraph 5 shall not apply to any liability incurred by the School District as a result of any wrongful or tortious acts of the School District, its officers, agents or employees.

5.3 The indemnity provisions of Paragraph 5.1 hereof shall not apply to any liability or expenses incurred by the City as a result of any wrongful or tortious acts of the City, its officers, agents or employees.

5.4 The parties hereto agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.

5.5 In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

ARTICLE VI GENERAL PROVISIONS

6. This Agreement shall be in effect for two years commencing on June 1, 2016 and ending on June 6, 2018. Either party may terminate this Agreement by providing six months written notice to the other of its intention to terminate this Agreement.

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

6.2 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as

between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

6.3 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

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

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

6.6 Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Chief of Police, 2030 N. Arlington Avenue, Duluth, Minnesota 55811. Notices to School District shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to ISD 709, Director of Business Services, 215 N 1st Ave East, Duluth Minnesota 55802 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

6.7 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

6.8 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

6.9 This Agreement, along with any attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

6.10 The understandings of Paragraph 6.9 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this Agreement.

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

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO. 709

By _____
Mayor

By _____
Chair

ATTEST: _____
City Clerk

ATTEST: _____
Clerk

DATE: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



DULUTH POLICE DEPARTMENT

JOB SPECIFICATIONS

SCHOOL RESOURCE OFFICER

I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs.

III. DUTIES AND RESPONSIBILITIES

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
 - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
 - collect and preserve evidence and provide for its identification and analysis;
 - prepare and serve search warrants and arrest warrants when needed;
 - complete written reports; and
 - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department
- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and school staff to identify and resolve unique neighborhood/school problems and issues;

- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Nancy Berkas, EdSights, LLC, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 22, 2016, and shall remain in effect until May 13, 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.**

Duluth Public Schools – ISD 709: Lincoln Park Middle School

Month	Onsite Dates	Fee	Travel	Notes
Lincoln Park March	March 23-25	\$3750	~\$1,000	
LP April	April 27-29 (includes MCTM Conference)	\$3750	~\$1,000	
LP May	May 11-13	\$3750	~\$1,000	
		\$11,250	~\$3,000	
			\$14,250	Total for Title 1 District Funds

March 23-25 3 days

April 27-29 3 days (includes working with the teachers at the MCTM Conference on Friday & Saturday)

May 11-13 3 days

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

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and

5. Any other documents identified by the District.

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

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

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed ~~\$19,000~~ ^{\$14,250.} Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

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

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

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

business license fees as required.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st 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 817 Dempster Street, Fort Atkinson, WI 53538.

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

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

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

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

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

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

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

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

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

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

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

~~20. **Workers’ Compensation Insurance:** Contractor must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability. (See e-mail communication on last page)~~

~~21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000. (See e-mail communication on last page)~~

~~22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any. (See e-mail communication on last page)~~

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

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

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

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

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

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

- c. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

By *Nancy Behas*

Clerk

President & Owner, EdSights, LLC
Title

Brenda Vannauer 3-11-16
Program Director

FEIN # 611504682
Taxpayer Identification Number

WCHanson
Director of Business Service

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.

School	First Name	Last Name/Org.	Restriction	Amount
Congdon Park		Target - Take Charge of Education	None	\$ 1,734.35
Congdon Park		Box Tops for Education	None	\$ 743.90
Congdon Park		Hawk Ridge Observatory	Grade 5 Hawk Ridge	\$ 140.00
Congdon Park		Mount Royal Pines III	Grade 3 Field Trip	\$ 93.74
Congdon Park		Congdon Park PTA	Grade 2 Field Trip	\$ 600.00
Congdon Park		Congdon Park PTA	Grade 5 Field Trip	\$ 48.92
Congdon Park		Congdon Park PTA	Grade 5 Field Trip	\$ 400.97
Congdon Park		Congdon Park PTA	Kindergarten Field Trip	\$ 600.00
Congdon Park		Congdon Park Foundation	Grade 1 Field Trip	\$ 430.00
Congdon Park		Congdon Park Foundation	Grade 2 Field Trip	\$ 505.00
			TOTAL	\$ 5,296.88

RESOLUTION**Adoption of the Considerations and Investments for the Fiscal Year 2017 Budget**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the investments and adjustments for the fiscal year 2017 budget as presented to the School Board, be adopted. In addition, the School Board requests periodic updates as administration continues to finalize the listing using a framework consistent with the attached budget planning document.

FY 2017 Budget Planning

General Fund/Unrestricted

March 15, 2016

Planning Parameters

Reflect Community Vision & Priorities:

- Prioritize General Fund Spending to Instruction and Support of Students

Maintain 2013 Education Levy Investments:

- Class Size
- Curriculum Updates
- Strategies to support student achievement/close achievement gap

Work toward Goals associated with World's Best Workforce

- Kindergarten Ready
- Reading Well by Grade 3
- Close the Achievement Gap
- Raise 4 Year, On-Time Graduation Rates
- College & Career Ready

Planning Parameters

Support strategies associated with DWCIIP/Worlds Best Workforce

- MTSS
- Professional Learning Communities
- School culture and climate

Align with Supporting Plans:

- Updated DWCIIP/World's Best Workforce
- Reading Well by Grade 3 Literacy Plan
- ISD 709 Achievement & Integration Plan

FY 2017 Plans

- ▶ Maintain current student to teacher ratio
- ▶ Maintain 2013 Education Levy investments: Class Size, Curriculum updates, achievement
- ▶ Maintain investment in primary achievement strategies

Investments		
<i>Area</i>	<i>Estimate</i>	<i>Detail</i>
Leadership Teams	\$75,000	<i>Elementary, middle, high school planning time to continue efforts to raise student achievement & close achievement gap</i>
Elementary Specialists	\$105,000	<i>Restructure to support PLC efforts to raise student achievement & close achievement gap. Increases music, art, media time – phy. Ed. decreases but still above pre-2015 levels.</i>
Ojibwe Immersion	\$45,000	<i>Expand to include Grade 2</i>
HR Clerical (temporary)	\$46,000	<i>Provide support during software transition to more efficient system</i>
Adjustments/Reorganization		
<i>Area</i>	<i>Estimate</i>	<i>Detail</i>
District Level Administrative Expenditures	\$905,500	<i>(See presentation)</i>
District Level Administration and Support Staff	\$1,482,000	<i>(See presentation)</i>
Educational Programming and Support Services	\$563,900	<i>(See presentation)</i>
Extracurricular Activities	\$85,000	<i>(See presentation)</i>

District Level Administrative Expenditures			
Area	Estimate	Detail	Department
Increase chargeback to funds 2 & 4	\$20,000	<i>GF used by Community Ed/Food Service for administrative services</i>	Business Services
Unemployment budget	\$250,000	<i>Adjust to reflect current data</i>	Business Services
Temporary Fire 1 Positions	\$107,000	<i>Recognize tasks no longer performed</i>	Business Services
IFAS conversion	\$90,000	<i>One time cost for transition</i>	Business Services
Lawn care, non-school property	\$10,000	<i>Cost Reduction</i>	Business Services
Maintenance/Transportation	\$100,000	<i>One time, postpone capital expenditure</i>	Business Services
Title 1 Homeless	\$45,000	<i>Change funding source</i>	Curriculum & Instruction
American Indian Education	\$50,000	<i>Change Funding Source</i>	Curriculum & Instruction
Canvas	\$15,000	<i>One time cost for transition</i>	Curriculum & Instruction
Budget correction	\$78,900	<i>Accurate budget reflection</i>	Curriculum & Instruction
Require 4 courses (w/o study hall)	\$3,800	<i>Revenue generation</i>	Curriculum & Instruction
Supplies contract savings	\$20,000	<i>Reduction</i>	Special Services
Monitor split classrooms	\$50,000	<i>Cost reduction</i>	Assistant Superintendent
Principal professional dev	\$7,800	<i>Reduction</i>	Assistant Superintendent
Climate budget	\$30,000	<i>Reduction</i>	Assistant Superintendent
Summer school	\$28,000	<i>Change funding source</i>	Assistant Superintendent

District Level Administration and Support Staff			
Area	Estimate	Detail	Department
Facilities maintenance position	\$55,000	<i>Cost reduction</i>	Business Services
Delivery changes	\$54,000	<i>Realize efficiencies</i>	Business Services
Facilities support position	\$57,000	<i>Cost reduction</i>	Business Services
Instructional coaches	\$384,000	<i>Eliminate positions</i>	Curriculum & Instruction
AEO	\$192,000	<i>Adjust to enrollment</i>	Curriculum & Instruction
Innovation Specialists	\$200,000	<i>Reduce positions</i>	Curriculum & Instruction
Title I oversight	\$80,000	<i>Responsibility to principal</i>	Curriculum & Instruction
ELL	\$57,000	<i>Adjust to enrollment</i>	Curriculum & Instruction
.2 FTE Immersion Specialist	\$19,200	<i>Reduce time</i>	Curriculum & Instruction
Clerical support	\$15,000	<i>Reduce time</i>	Assistant Superintendent
Paraprofessionals, Closed Lunch	\$100,000	<i>Reduce positions</i>	Assistant Superintendent
.2 FTE SWOSA	\$19,200	<i>Eliminate positions, responsibility to others</i>	Assistant Superintendent
.5 Climate Coordinator	\$48,000	<i>Reduce time</i>	Assistant Superintendent
.6 FTE SWOSA Special Education	\$57,600	<i>Reduction</i>	Special Services
.5 TOSA	\$48,000	<i>Responsibility to Assist Director</i>	Special Services
Work Experience	\$96,000	<i>Change in service model</i>	Special Services

Educational Programs and Support

Area	Estimate	Detail	Department
Credit recovery	\$192,000	<i>Change funding source & model</i>	Curriculum & Instruction
Promise Fellows	\$83,500	<i>Eliminate funding</i>	Curriculum & Instruction
Reduce zero hour allocation .8	\$76,800	<i>Reduce</i>	Curriculum & Instruction
.3 FTE Habitat	\$38,800	<i>Move to community based model</i>	Assistant Superintendent
.5 FTE SLP	\$48,000	<i>Adjust to enrollment</i>	Special Services
Mental health professional	\$100,000	<i>Change in service model, Reduction</i>	Special Services
.3 FTE Shelter Services	\$24,800	<i>Adjust to enrollment, change service model</i>	Special Services

Extracurricular Activities

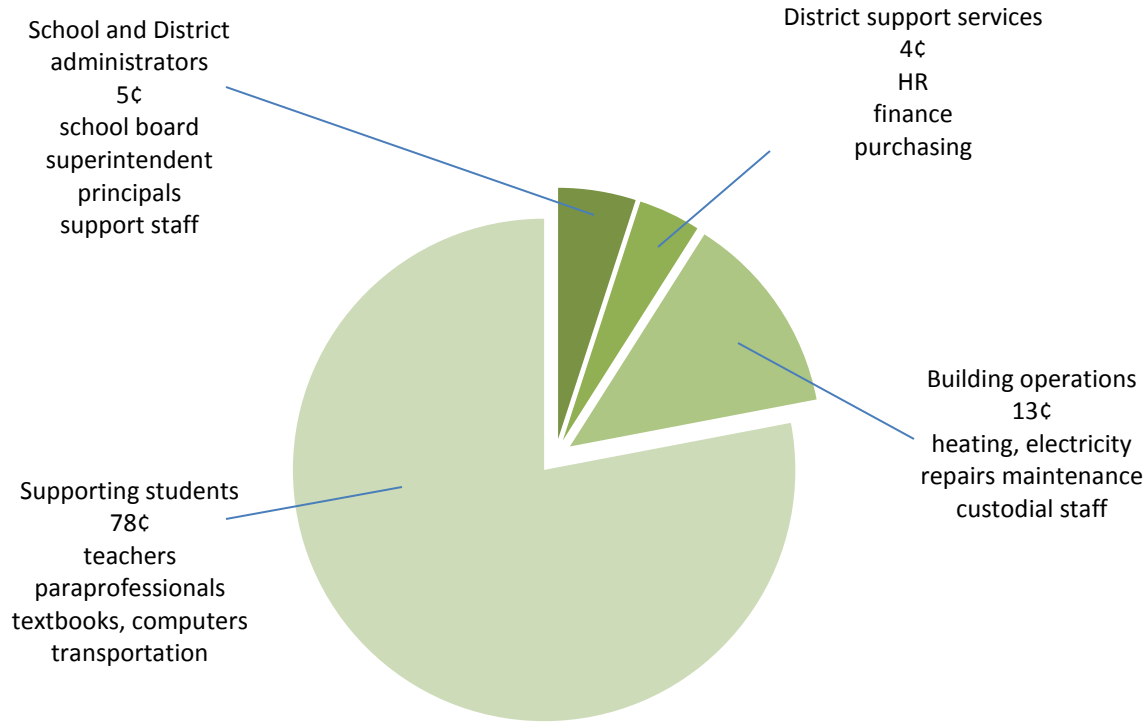
Area	Estimate	Detail	Department
Athletic trainers	\$12,000	<i>Cost reduction through Essentia</i>	Assistant Superintendent
Activities budget	\$73,000	<i>Adjust to reflect current data</i>	Assistant Superintendent

FY 2017 Budget Planning (to date)

Original Difference	\$3,295,000
New Investments	\$271,000
Adjustments/Reorganization	(\$3,036,400)
To be determined	<u>(\$529,600)</u>
Balance	0

General Fund Expenditures by MDE Category (to date)		
Category	<i>FY 2016 Adopted</i>	<i>FY 2017 Estimated</i>
Administration	4.9%	4.7%
District Support Services	3.9%	3.7%
Elementary & Secondary Regular	40.1%	40.6%
Vocational Education	1.2%	1.2%
Special Education	20.9%	21.3%
Instructional Support Services	3.9%	3.2%
Pupil Support Services	8.3%	8.4%
Sites & Buildings	12.9%	12.9%
Fiscal and other fixed costs	3.9%	4.0%

FY 2017 Estimated (to date):



Next Steps

March:	2016-17 Staffing Allocation Begins
April:	Work Continues on Final FY 2017 Budget
May:	Work Continues on Final FY 2017 Budget
June:	Final FY 2017 Budget Approval

RESOLUTION**Support for Homecroft School Forest Designation**

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

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

NOW, THEREFORE, BE IT RESOLVED the School Board of Independent School District 709 supports the establishment of the Homecroft School Forest and outdoor classroom comprising: approximately 0.89 acres described as Lot 566 Homecroft Park in Section 34, Township 51, Range 14; and

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

EXHIBIT A

Homecroft School Forest boundaries

Lot 455 Homecroft Park



RESOLUTION**Ten-Year Capital Facilities Plan – 2016 Update**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Ten-Year Capital Facilities Plan – 2016 Update, is approved.

CAPITAL FACILITIES PLAN

Presented to the Duluth School Board

March 22, 2016

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

CONTENTS

- Section 1** Administrative Summary

- Section 2** Ten-Year Capital Facilities Plan - By Fiscal Year (FY)

- Section 3** Ten-Year Capital Facilities Plan - ORG Name (Building)

CAPITAL FACILITIES PLAN

Presented to the Duluth School Board

March 7, 2016

The School Board adopted the first Capital Facilities Plan (in a form similar to this document) in February 1996. Projects are in some cases required by building official order or recommended with input from the following:

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

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

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

- Under the column heading "BUILDING," the building name is listed.
- Next, under the column heading "WORK ITEM DESCRIPTION" the project is further defined.
- Projects are categorized by Finance Code per MDE and are: 347=Physical Hazards, 349=Other Hazardous Materials, 352=Environmental Health and Safety Management, 358=Asbestos Removal and Encapsulation, 363= Fire Safety, 366= Indoor Air Quality, 367= Accessibility, 368= Building Envelope, 369= Building Hardware and Equipment, 370= Electrical, 379= Interior Surfaces, 380= Mechanical Systems, 381= Plumbing, 382= Professional Services and Salary, 383= Roof Systems, 384= Site Projects.
- Projects that cost less than \$5,000 are generally not considered a capital facilities expense and instead are addressed using general fund revenues (maintenance program 810).
- The Fiscal Year or budget year at the top of a page (FY) identifies when the project is proposed to occur. FY17 encompasses July 1, 2016 to June 30, 2017; FY18 encompasses July 1, 2017 to June 30, 2018, and so on.
- Cost figures shown are best estimates and will be refined with further investigation and design. Estimates generally include a 10 percent escalation for contingency.

Project Prioritization

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

Other facilities information to consider relative to the plan:

1. The current replacement value of the District's capital facilities infrastructure is estimated at over **300 million dollars**. The District maintains approximately 1.86 million square feet of building floor area. Recent construction experience indicates our school facilities would cost approximately \$150-200 per square foot to rebuild. If provided with proper maintenance and repair, it is reasonable to expect that most of the Duluth school buildings will provide adequate educational program space for a total of at least 50 to 75 years.
2. The current average age of the District's facilities is approximately 41 years considering only those building currently used by the District.
3. Generally accepted guidelines indicate the average annual maintenance and repair budget for a typical school in Minnesota should be approximately \$3 per square foot or approximately 2% of the replacement value per year. With this basis applied to all of our facilities, the District should be spending around **\$5.6 million per year** on maintenance and repair factoring a 50 year service life.

Capital Facilities Plan Totals by Year

July 1, 2016 to June 30, 2026

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Pending Duluth School Board Approval March 22, 2016

FY	FISCAL YEAR COST BY CATEGORY																TOTAL
	347	349	352	358	363	366	367	368	369	370	379	380	381	382	383	384	
FY17	\$0	\$120,000	\$170,000	\$0	\$0	\$0	\$0	\$914,000	\$0	\$70,000	\$205,700	\$0	\$0	\$0	\$35,000	\$300,000	\$1,814,700
FY18	\$0	\$120,000	\$170,000	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$60,000	\$0	\$20,000	\$0	\$850,000	\$280,000	\$1,600,000
FY19	\$0	\$120,000	\$170,000	\$0	\$150,096	\$0	\$0	\$450,000	\$0	\$0	\$136,000	\$443,904	\$0	\$0	\$130,000	\$250,000	\$1,850,000
FY20	\$0	\$120,000	\$170,000	\$0	\$0	\$170,000	\$0	\$70,000	\$2,839	\$0	\$30,000	\$0	\$0	\$0	\$837,394	\$725,000	\$2,125,233
FY21	\$0	\$120,000	\$170,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$130,000	\$0	\$0	\$1,965,104	\$0	\$2,385,104
FY22	\$0	\$120,000	\$170,000	\$50,000	\$0	\$35,000	\$0	\$2,220,000	\$0	\$0	\$23,576	\$0	\$0	\$0	\$0	\$0	\$2,618,576
FY23	\$0	\$120,000	\$170,000	\$80,000	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,870,000
FY24	\$0	\$120,000	\$170,000	\$230,000	\$0	\$0	\$0	\$870,000	\$0	\$0	\$500,000	\$1,200,000	\$0	\$0	\$0	\$0	\$3,090,000
FY25	\$0	\$120,000	\$170,000	\$0	\$0	\$950,000	\$0	\$0	\$0	\$0	\$0	\$1,335,490	\$750,000	\$0	\$0	\$0	\$3,325,490
FY26	\$0	\$120,000	\$170,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000	\$2,800,000	\$375,000	\$0	\$0	\$0	\$3,585,000

10 YEAR TOTAL COST

347	349	352	358	363	366	367	368	369	370	379	380	381	382	383	384
\$0	\$1,200,000	\$1,700,000	\$360,000	\$150,096	\$1,155,000	\$0	\$7,124,000	\$2,839	\$70,000	\$1,075,276	\$5,909,394	\$1,145,000	\$0	\$3,817,498	\$1,555,000

TOTAL

\$25,264,103

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

86

Budget Year FY17

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Myers-Wilkins	Replace Windows and Exterior Masonry Repairs	\$844,000
Old Central	Repair Damaged Concrete Roof Tile	\$35,000
Old Central	Ceiling Finishes: Replace Gymnasium Acoustical Tile and Abate Asbestos Adhesive	\$170,000
Old Central	Electrical: Replace 1926 Gymnasium Lighting (Salvaged T5 HB)	\$70,000
Old Central	Chimney - Temporary Repairs Total Restoration Est. \$400,000	\$70,000
Old Central	Regrade and Repave 3rd Street entrance to correct leak to boiler room and storm sewer - code	\$300,000
Old Central	Replace 20 Year Old Carpeting Unity	\$35,700
	FY17 TOTAL	\$1,814,700

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87

Budget Year FY18

BUILDING	WORK ITEM DESCRIPTION	EST. COST
Congdon Park	Plumbing: Replace Lavatory Wash Fountains	\$20,000
Denfeld	Repair/replace damaged and degraded sidewalk 6th Street	\$50,000
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Lakewood	Roof System: Replace Roof	\$850,000
Ordean East MS	24yr Old Gym Floor Refinish	\$60,000
Ordean East MS	Exterior Door Replacement - 8 leaf hollow metal/wood to Aluminum	\$100,000
Stowe	Replace Damaged and Non-CPSC Playground Equipment	\$165,000
Stowe	Replace Damaged Playground Pavement	\$65,000
	FY18 TOTAL	\$1,600,000

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July 1, 2017 to June 30, 2026

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88

Budget Year FY19

BUILDING	WORK ITEM DESCRIPTION	EST. COST
Congdon Park	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$223,904
Congdon Park	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$450,000
Denfeld	Repair Resurface Track	\$250,000
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Lakewood	HVAC: Ductwork Cleaning	\$80,000
Lowell	Wall Finishes: Paint Interior	\$136,000
Lowell	HVAC: Ductwork Cleaning	\$140,000
Old Central	Fire Alarm Systems: Outdated System	\$150,096
Old Central	Roof replacement sections 2B, 7B,7C,8, Boiler Roof	\$130,000
	FY19 TOTAL	\$1,850,000

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

89

Budget Year FY20

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
East High School	Roof System: Replace Roof - Pool/Gym 1994 Addition	\$265,500
Homecroft	Regrade and replace failed drainage in field area to correct wet and hazardous conditions	\$50,000
Old Central	Roof System: Replace original Roof Slate 1926 Addition	\$571,894
Old Central	Vehicular Paving: Resurface Asphalt Parking Lots	\$75,000
Old Central	Repair/Replace Exterior Stairs	\$600,000
Old Central	Exterior Doors: Replace Overhead Doors	\$70,000
Old Central	Interior Doors: Replace Boiler Room Door	\$2,839
Old Central	Superstructure: Replace Steel Beams under front entrance destroyed by corrosion	\$30,000
Old Central	Repair/replace temperature control system (Fy26 Proj. Phased Levy)	\$170,000
	FY20 TOTAL	\$2,125,233

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

90

Budget Year FY21

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
East High School	Roof System: Replace Roof - South Class Rooms 1994	\$292,050
East High School	Roof System: Replace Roof - Music Wing	\$115,960
Old Central	Replace Concrete Roofing Tile Roofing (Fy23 Proj. Phased Levy)	\$1,500,000
Stowe	HVAC: Ductwork Cleaning	\$130,000
Transportation	Roof System: Replace Roof	\$57,094
	FY21 TOTAL	\$2,385,104

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

91

Budget Year FY22

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Old Central	Service Tunnels: Floor Vapor Barrier	\$35,000
Old Central	Exterior Windows: Replace windows (Fy23 Proj. Phased Levy)	\$550,000
Old Central	Superstructure: Patch Plaster at Exterior Walls	\$23,576
Old Central	Exterior Restoration Clock Tower and Roof Level Chimneys (Fy23 Proj. Phased Levy)	\$1,350,000
Old Central	Exterior Restoration 1973 Addition (Loading Dock and roof level walls above) (Fy23 Proj. Phased Levy)	\$320,000
Old Central	Hazardous Components: Abatement	\$50,000
	FY22 TOTAL	\$2,618,576

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

92

Budget Year FY23

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Old Central	Exterior Wall Restoration Boiler, Hallway, and stack (Fy23 Proj. Phased Levy)	\$460,000
Old Central	Exterior Wall Restoration North Wing (Fy23 Proj. Phased Levy)	\$600,000
Old Central	Exterior Wall Restoration 1926 Addition (Gym) (Fy23 Proj. Phased Levy)	\$740,000
Old Central	Exterior Wall Restoration East Wing (Fy23 Proj. Phased Levy)	\$700,000
Old Central	Hazardous Components: Abatement	\$80,000
	FY23 TOTAL	\$2,870,000

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

93

Budget Year FY24

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Old Central	HVAC: Replace Ventilation All Floors (FY26 Phased 3yr Levy)	\$1,200,000
Old Central	Ceiling Finishes: Replace 40yr old Acoustical Ceiling Tile (FY26 Phased 3yr Levy)	\$500,000
Old Central	Hazardous Components: Abatement (Fy26 Proj. Phased Levy)	\$230,000
Old Central	Exterior Walls Restoration West Wing (Inspection 05/21/15 estimate)	\$870,000
	FY24 TOTAL	\$3,090,000

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

94

Budget Year FY25

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Old Central	Dehumidification Chiller and Piping Mains(FY26 Proj. Phased Levy)	\$950,000
Old Central	Heating System Conversion - Steam to Hot Water (FY26 Proj. Phased Levy)	\$1,135,490
Old Central	Replace 80-116 yr.-old Domestic Water Piping (FY26 Proj. Phased Levy)	\$750,000
Old Central	Replace Ventilation All Floors (FY26 Proj. Phased Levy)	\$200,000
	FY25 TOTAL	\$3,325,490

DRAFT Capital Facilities Plan - Projects by Year

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July 1, 2017 to June 30, 2026

Pending Duluth School Board Approval March 22, 2016

95

Budget Year FY26

BUILDING	WORK ITEM DESCRIPTION	EST. COST
District Wide	Health and Safety Management	\$170,000
District Wide	Environmental Health and Safety Projects District-Wide	\$120,000
Old Central	Replace Underground Sanitary Sewer Lines (FY26 Proj. Phased Levy)	\$375,000
Old Central	Replace Ventilation All Floors (FY26 Proj. Phased Levy)	\$2,800,000
Stowe	Wall Finishes: Paint Interior	\$120,000
	FY26 TOTAL	\$3,585,000

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT

Pending Duluth School Board Approval March 22, 2016

Congdon Park

YR	WORK ITEM DESCRIPTION	Est. Cost
FY18	Plumbing: Replace Lavatory Wash Fountains	\$20,000
	FY18 Bldg. Total	\$20,000
FY19	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$223,904
FY19	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$450,000
	FY19 Bldg. Total	\$673,904
	Congdon Park 10 Yr Total	\$693,904

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT

Pending Duluth School Board Approval March 22, 2016

Denfeld

YR	WORK ITEM DESCRIPTION	Est. Cost
FY18	Repair/replace damaged and degraded sidewalk 6th Street	\$50,000
	FY18 Bldg. Total	\$50,000
FY19	Repair Resurface Track	\$250,000
	FY19 Bldg. Total	\$250,000
	Denfeld 10 Yr Total	\$300,000

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT

Pending Duluth School Board Approval March 22, 2016

District Wide

YR	WORK ITEM DESCRIPTION	Est. Cost
FY17	Health and Safety Management	\$170,000
FY17	Environmental Health and Safety Projects District-Wide	\$120,000
	FY17 Bldg. Total	\$290,000
FY18	Health and Safety Management	\$170,000
FY18	Environmental Health and Safety Projects District-Wide	\$120,000
	FY18 Bldg. Total	\$290,000
FY19	Health and Safety Management	\$170,000
FY19	Environmental Health and Safety Projects District-Wide	\$120,000
	FY19 Bldg. Total	\$290,000
FY20	Health and Safety Management	\$170,000
FY20	Environmental Health and Safety Projects District-Wide	\$120,000
	FY20 Bldg. Total	\$290,000
FY21	Health and Safety Management	\$170,000
FY21	Environmental Health and Safety Projects District-Wide	\$120,000
	FY21 Bldg. Total	\$290,000
FY22	Health and Safety Management	\$170,000
FY22	Environmental Health and Safety Projects District-Wide	\$120,000
	FY22 Bldg. Total	\$290,000
FY23	Health and Safety Management	\$170,000
FY23	Environmental Health and Safety Projects District-Wide	\$120,000
	FY23 Bldg. Total	\$290,000
FY24	Health and Safety Management	\$170,000
FY24	Environmental Health and Safety Projects District-Wide	\$120,000
	FY24 Bldg. Total	\$290,000
FY25	Health and Safety Management	\$170,000
FY25	Environmental Health and Safety Projects District-Wide	\$120,000
	FY25 Bldg. Total	\$290,000
FY26	Health and Safety Management	\$170,000
FY26	Environmental Health and Safety Projects District-Wide	\$120,000
	FY26 Bldg. Total	\$290,000
District Wide 10 Yr Total		\$2,900,000

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT

Pending Duluth School Board Approval March 22, 2016

East High School

YR	WORK ITEM DESCRIPTION	Est. Cost
FY20	Roof System: Replace Roof - Pool/Gym 1994 Addition	\$265,500
FY20 Bldg. Total		\$265,500
FY21	Roof System: Replace Roof - South Class Rooms 1994	\$292,050
FY21	Roof System: Replace Roof - Music Wing	\$115,960
FY21 Bldg. Total		\$408,010
East High School 10 Yr Total		\$673,510

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT

Pending Duluth School Board Approval March 22, 2016

Homecroft

YR	WORK ITEM DESCRIPTION	Est. Cost
FY20	Regrade and replace failed drainage in field area to correct wet and hazardous conditions	\$50,000
	FY20 Bldg. Total	\$50,000
	Homecroft 10 Yr Total	\$50,000

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT

Pending Duluth School Board Approval March 22, 2016

Lakewood

YR	WORK ITEM DESCRIPTION	Est. Cost
FY18	Roof System: Replace Roof	\$850,000
	FY18 Bldg. Total	\$850,000
FY19	HVAC: Ductwork Cleaning	\$80,000
	FY19 Bldg. Total	\$80,000
	Lakewood 10 Yr Total	\$930,000

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT₀₂

Pending Duluth School Board Approval March 22, 2016

Lowell

YR	WORK ITEM DESCRIPTION	Est. Cost
FY19	Wall Finishes: Paint Interior	\$136,000
FY19	HVAC: Ductwork Cleaning	\$140,000
	FY19 Bldg. Total	\$276,000
	Lowell 10 Yr Total	\$276,000

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT₀₃

Pending Duluth School Board Approval March 22, 2016

Myers-Wilkins

YR	WORK ITEM DESCRIPTION	Est. Cost
FY17	Replace Windows and Exterior Masonry Repairs	\$844,000
	FY17 Bldg. Total	\$844,000
	Myers-Wilkins 10 Yr Total	\$844,000

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT

Pending Duluth School Board Approval March 22, 2016

Old Central

YR	WORK ITEM DESCRIPTION	Est. Cost
FY17	Repair Damaged Concrete Roof Tile	\$35,000
FY17	Ceiling Finishes: Replace Gymnasium Acoustical Tile and Abate Asbestos Adhesive	\$170,000
FY17	Electrical: Replace 1926 Gymnasium Lighting (Salvaged T5 HB)	\$70,000
FY17	Chimney - Temporary Repairs Total Restoration Est. \$400,000	\$70,000
FY17	Regrade and Repave 3rd Street entrance to correct leak to boiler room and storm sewer - code	\$300,000
FY17	Replace 20 Year Old Carpeting Unity	\$35,700
	FY17 Bldg. Total	\$680,700
FY19	Fire Alarm Systems: Outdated System	\$150,096
FY19	Roof replacement sections 2B, 7B,7C,8, Boiler Roof	\$130,000
	FY19 Bldg. Total	\$280,096
FY20	Roof System: Replace original Roof Slate 1926 Addition	\$571,894
FY20	Vehicular Paving: Resurface Asphalt Parking Lots	\$75,000
FY20	Repair/Replace Exterior Stairs	\$600,000
FY20	Exterior Doors: Replace Overhead Doors	\$70,000
FY20	Interior Doors: Replace Boiler Room Door	\$2,839
FY20	Superstructure: Replace Steel Beams under front entrance destroyed by corrosion	\$30,000
FY20	Repair/replace temperature control system (Fy26 Proj. Phased Levy)	\$170,000
	FY20 Bldg. Total	\$1,519,733
FY21	Replace Concrete Roofing Tile Roofing (Fy23 Proj. Phased Levy)	\$1,500,000
	FY21 Bldg. Total	\$1,500,000
FY22	Service Tunnels: Floor Vapor Barrier	\$35,000
FY22	Exterior Windows: Replace windows (Fy23 Proj. Phased Levy)	\$550,000
FY22	Superstructure: Patch Plaster at Exterior Walls	\$23,576
FY22	Exterior Restoration Clock Tower and Roof Level Chimneys (Fy23 Proj. Phased Levy)	\$1,350,000
FY22	Exterior Restoration 1973 Addition (Loading Dock and roof level walls above) (Fy23 Proj. Phased Levy)	\$320,000
FY22	Hazardous Components: Abatement	\$50,000
	FY22 Bldg. Total	\$2,328,576
FY23	Exterior Wall Restoration Boiler, Hallway, and stack (Fy23 Proj. Phased Levy)	\$460,000
FY23	Exterior Wall Restoration North Wing (Fy23 Proj. Phased Levy)	\$600,000
FY23	Exterior Wall Restoration 1926 Addition (Gym) (Fy23 Proj. Phased Levy)	\$740,000
FY23	Exterior Wall Restoration East Wing (Fy23 Proj. Phased Levy)	\$700,000
FY23	Hazardous Components: Abatement	\$80,000
	FY23 Bldg. Total	\$2,580,000
FY24	HVAC: Replace Ventilation All Floors (FY26 Phased 3yr Levy)	\$1,200,000
FY24	Ceiling Finishes: Replace 40yr old Acoustical Ceiling Tile (FY26 Phased 3yr Levy)	\$500,000
FY24	Hazardous Components: Abatement (FY26 Proj. Phased Levy)	\$230,000
FY24	Exterior Walls Restoration West Wing (Inspection 05/21/15 estimate)	\$870,000
	FY24 Bldg. Total	\$2,800,000
FY25	Dehumidification Chiller and Piping Mains(FY26 Proj. Phased Levy)	\$950,000
FY25	Heating System Conversion - Steam to Hot Water (FY26 Proj. Phased Levy)	\$1,135,490
FY25	Replace 80-116 yr.-old Domestic Water Piping (FY26 Proj. Phased Levy)	\$750,000
FY25	Replace Ventilation All Floors (FY26 Proj. Phased Levy)	\$200,000
	FY25 Bldg. Total	\$3,035,490

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT₀₅

Pending Duluth School Board Approval March 22, 2016

Old Central

YR	WORK ITEM DESCRIPTION	Est. Cost
FY26	Replace Underground Sanitary Sewer Lines (FY26 Proj. Phased Levy)	\$375,000
FY26	Replace Ventilation All Floors (FY26 Proj. Phased Levy)	\$2,800,000
	FY26 Bldg. Total	\$3,175,000
	Old Central 10 Yr Total	\$17,899,595

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

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Pending Duluth School Board Approval March 22, 2016

Ordean East MS

YR	WORK ITEM DESCRIPTION	Est. Cost
FY18	24yr Old Gym Floor Refinish	\$60,000
FY18	Exterior Door Replacement - 8 leaf hollow metal/wood to Aluminum	\$100,000
	FY18 Bldg. Total	\$160,000
	Ordean East MS 10 Yr Total	\$160,000

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT₀₇

Pending Duluth School Board Approval March 22, 2016

Stowe

YR	WORK ITEM DESCRIPTION	Est. Cost
FY18	Replace Damaged and Non-CPSC Playground Equipment	\$165,000
FY18	Replace Damaged Playground Pavement	\$65,000
	FY18 Bldg. Total	\$230,000
FY21	HVAC: Ductwork Cleaning	\$130,000
	FY21 Bldg. Total	\$130,000
FY26	Wall Finishes: Paint Interior	\$120,000
	FY26 Bldg. Total	\$120,000
	Stowe 10 Yr Total	\$480,000

Capital Facilities Plan - Projects By Building

July 1, 2017 to June 30, 2026

DRAFT₀₈

Pending Duluth School Board Approval March 22, 2016

Transportation

YR	WORK ITEM DESCRIPTION	Est. Cost
FY21	Roof System: Replace Roof	\$57,094
	FY21 Bldg. Total	\$57,094
	Transportation 10 Yr Total	\$57,094

RESOLUTION

Approving the Sale and Transfer of Real Property to Mary L. Larson

WHEREAS, the School Board by Resolution B-12-15-3322 authorized the sale of a portion of the Rockridge School property; and

WHEREAS, the title review relating to that sale has identified a condition of title where a garage structure has been located on District property; and

WHEREAS, to remove potential title objection by, Charles E. Erickson and Katie E. Beeman as part of the District's sale of real property to them, they have agreed to an amended purchase agreement excluding the land more specifically described on Exhibit A; therefore

BE IT RESOLVED, the School Board hereby authorizes the sale and transfer of property described on Exhibit A, to Mary L. Larson of 4853 Glendale Street, Duluth , MN 55804 (Buyer) for the amount of \$1 (One Dollar); and

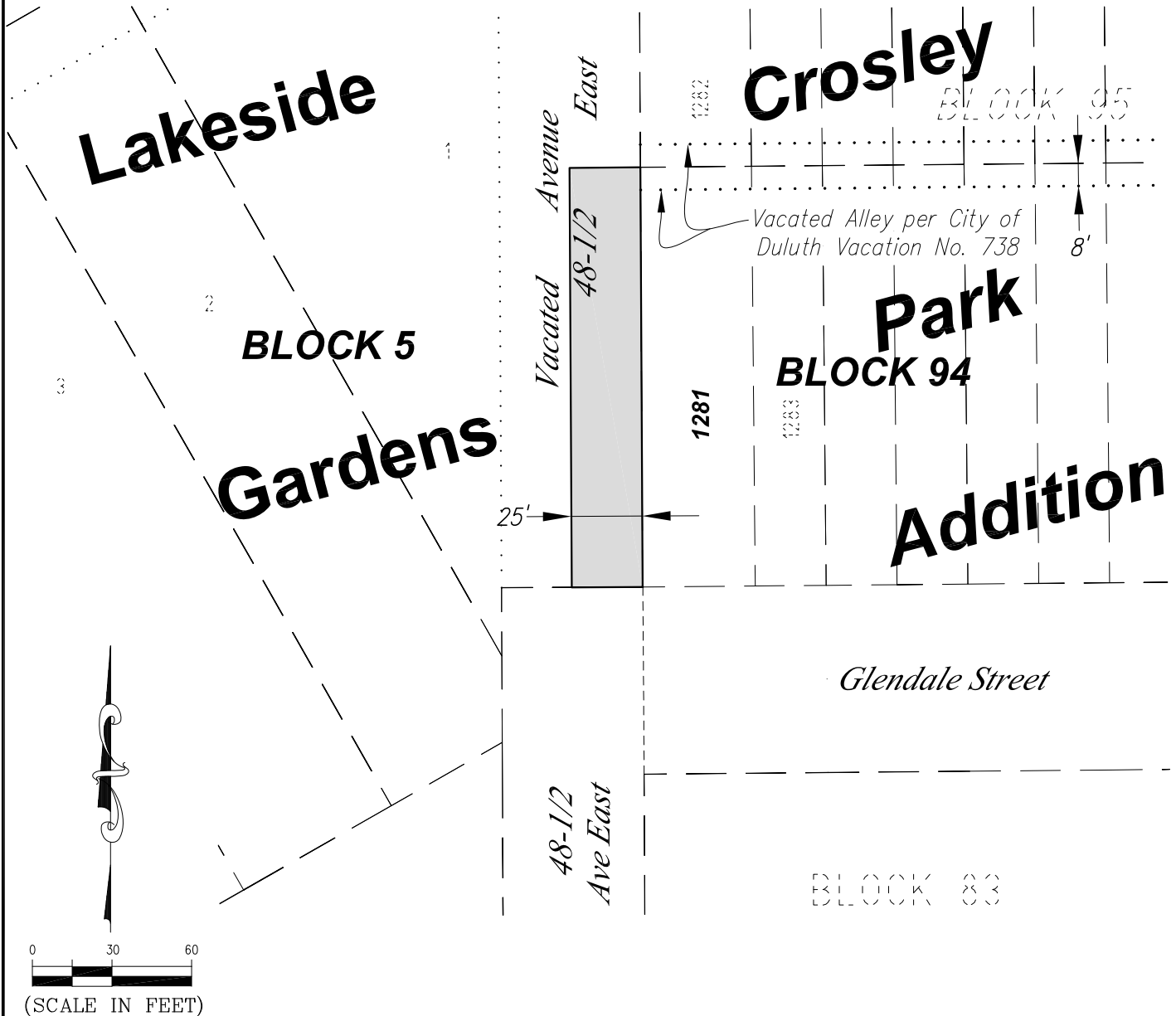
BE IT FURTHER RESOLVED, the School Board authorizes District Administration to work with legal counsel to draft the necessary and appropriate deeds and any other documents to accomplish these transactions and authorizes the School Board Chair Person to execute said documents where the cost of recording will be paid by Mary L. Larson.

EXHIBIT A

LEGAL DESCRIPTION:

The easterly Twenty-five (25) feet of vacated 48-1/2 Avenue East, LAKESIDE GARDENS adjacent to Lot 1281, Block 94, CROSELY PARK ADDITION TO DULUTH including that portion of the easterly Twenty-five (25) feet of vacated 48-1/2 Avenue East, LAKESIDE GARDENS adjacent to the southerly Eight (8) feet of vacated alley appurtenant to said Lot 1281, Block 94, CROSELY PARK ADDITION TO DULUTH.

Subject to existing easements of record, if any.



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Paul A. Vogel

License # 44075

Signature: 

Date: 02/18/2016

DATE PREPARED: 2/18/16

PROJ NO: 140342

FILE: 140342vEXHIB

SHEET 1 of 1 SHEETS



**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446

RESOLUTION

Granting Easements to the City of Duluth for Utility Purposes near Denfeld High School

WHEREAS, the City of Duluth intends to construct a greenhouse near Denfeld High School requiring the vacation of a public alley which supports access to the Denfeld school site, and

WHEREAS, the School Board by Resolution B-2-16-3345 accepted real property from the City of Duluth to allow ISD #709 to maintain and preserve driveway and road access for Denfeld High School due to the vacation of the public alley; and

WHEREAS, the City of Duluth has requested an easement on District property relating to the City of Duluth's existing utilities located in the vacated West 4th Street; and

WHEREAS, the District wishes the City to have these easements and to maintain the utilities as City infrastructure, therefore

BE IT RESOLVED, the School Board of Independent School District No. 709 hereby grants the dedication of the utility easements near Denfeld High School to the City of Duluth as identified in the Easement Agreement and as depicted on Exhibits A,B, and C attached hereto; and

BE IT FURTHER RESOLVED, the School Board hereby authorizes the School Board Chair to execute the final Easement Agreement with the City of Duluth upon transfer of the subject property conditioned above.

...Title

RESOLUTION AUTHORIZING UTILITY EASEMENT AGREEMENT WITH ISD 709 NEAR DENFELD HIGH SCHOOL.

Body**CITY PROPOSAL:**

RESOLVED, that the proper city officials are hereby authorized to enter into a permanent utility easement agreement with ISD 709, a copy of which is attached hereto as Exhibit 1 at no cost to the city affecting property located in St. Louis County, Minnesota in vacated West 4th Street northwesterly of Block 8, GRAND CENTRAL DIVISION OF DULUTH.

Statement of Purpose

STATEMENT OF PURPOSE: The purpose of this resolution is to authorizing execution of an easement agreement with Independent School District No. 709 granting the City utility easements for existing utilities in vacated West 4th Street between Denfeld High School and Grand Avenue.

EXHIBIT 1**EASEMENT AGREEMENT**

This EASEMENT AGREEMENT, entered into this ___ day of _____, 2016, by and between INDEPENDENT SCHOOL DISTRICT No. 709, an independent school district under the laws of the State of Minnesota, "Grantor" and the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, "Grantee":

WITNESSETH:

Whereas, Grantor is the owner of the property in St. Louis County, Minnesota legally described on Exhibit A attached hereto and made a part hereof (the "Property") and;

Whereas, Grantor wishes to convey to the Grantee easements as hereinafter described for utility purposes over the Property for the benefit of the Property and at no cost to Grantee.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does grant, sell, bargain and convey to Grantee in trust for the general public two permanent and perpetual easements for utility purposes over the Property, the location of which easement is more particularly described and are also shown on Exhibits B and C attached hereto and made a part hereof.

INDEPENDENT SCHOOL DISTRICT NO. 709, a
Minnesota independent school district

By: _____
It's President

By: _____
It's Board Clerk

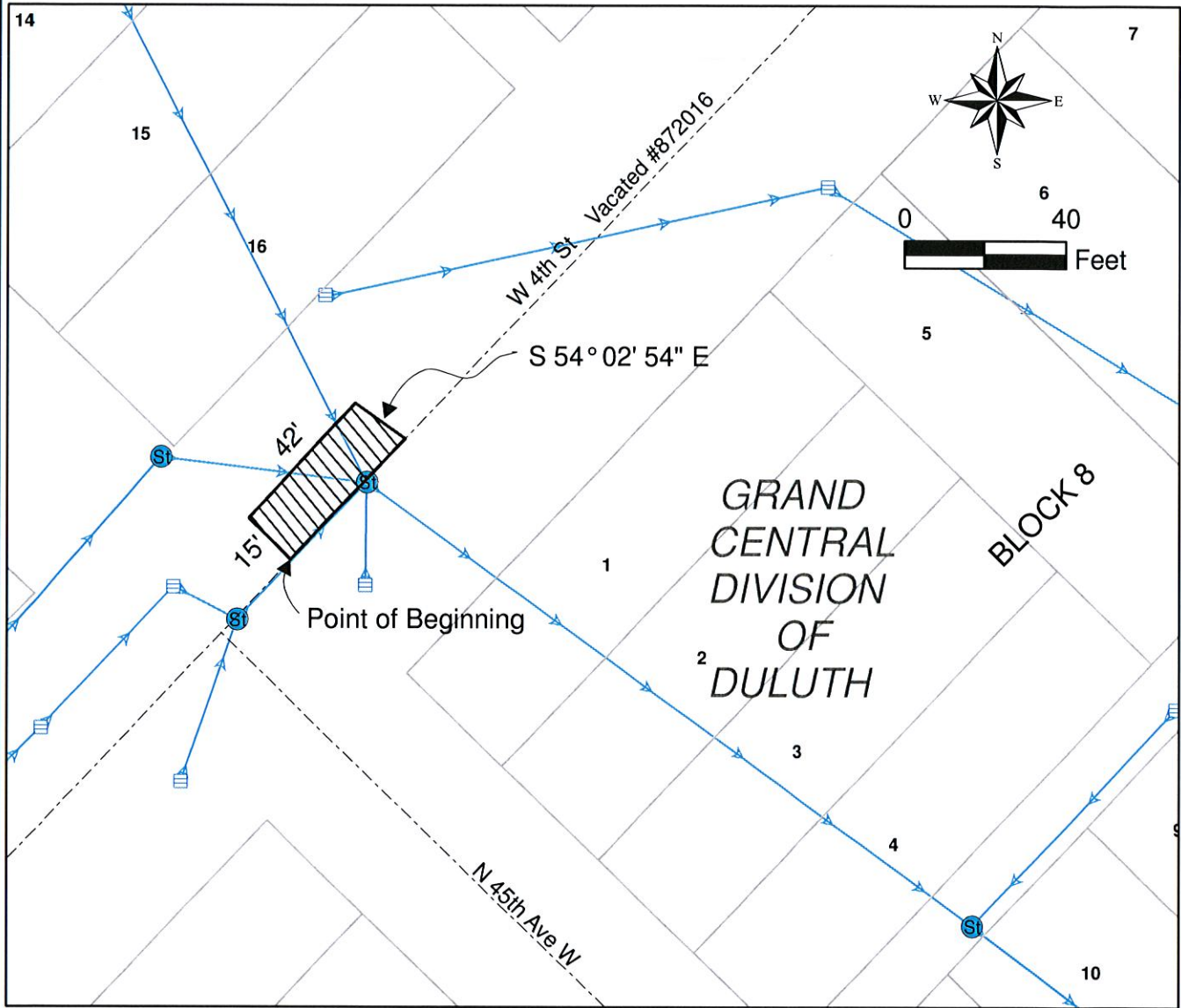
"Grantor"

Exhibit A

ST. LOUIS COUNTY LEGAL DESCRIPTION

Lots One (1) through Thirty-two (32) inclusive, Block Four (4), including that part of vacated West 4th Street adjacent to Lots Sixteen (16) and Seventeen (17), all in the plat of Grand Central Division of Duluth.

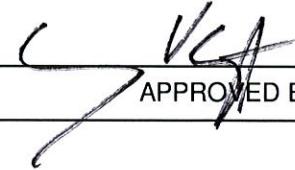
Exhibit B



 EASEMENT TO BE DEDICATED

An easement for storm water utility over, under, and across that part of vacated W 4th St in Grand Central Division of Duluth, described as follows:

From the Point of Beginning, which is the point of intersection of the northwesterly extension of the northeasterly line of the right of way of N 45th Ave W and the centerline of vacated W 4th St; thence northwesterly along the northwesterly extension of the northeasterly line of the right of way of N 45th Ave W on a bearing of N 42° 12' 14" W, a distance of 15 feet; thence northeasterly along a line parallel with the centerline of vacated W 4th St a distance of 42 feet; thence southeasterly on a bearing of S 54° 02' 54" E to the centerline of vacated W 4th St; thence southwesterly along the centerline of vacated W 4th St to the Point of Beginning.

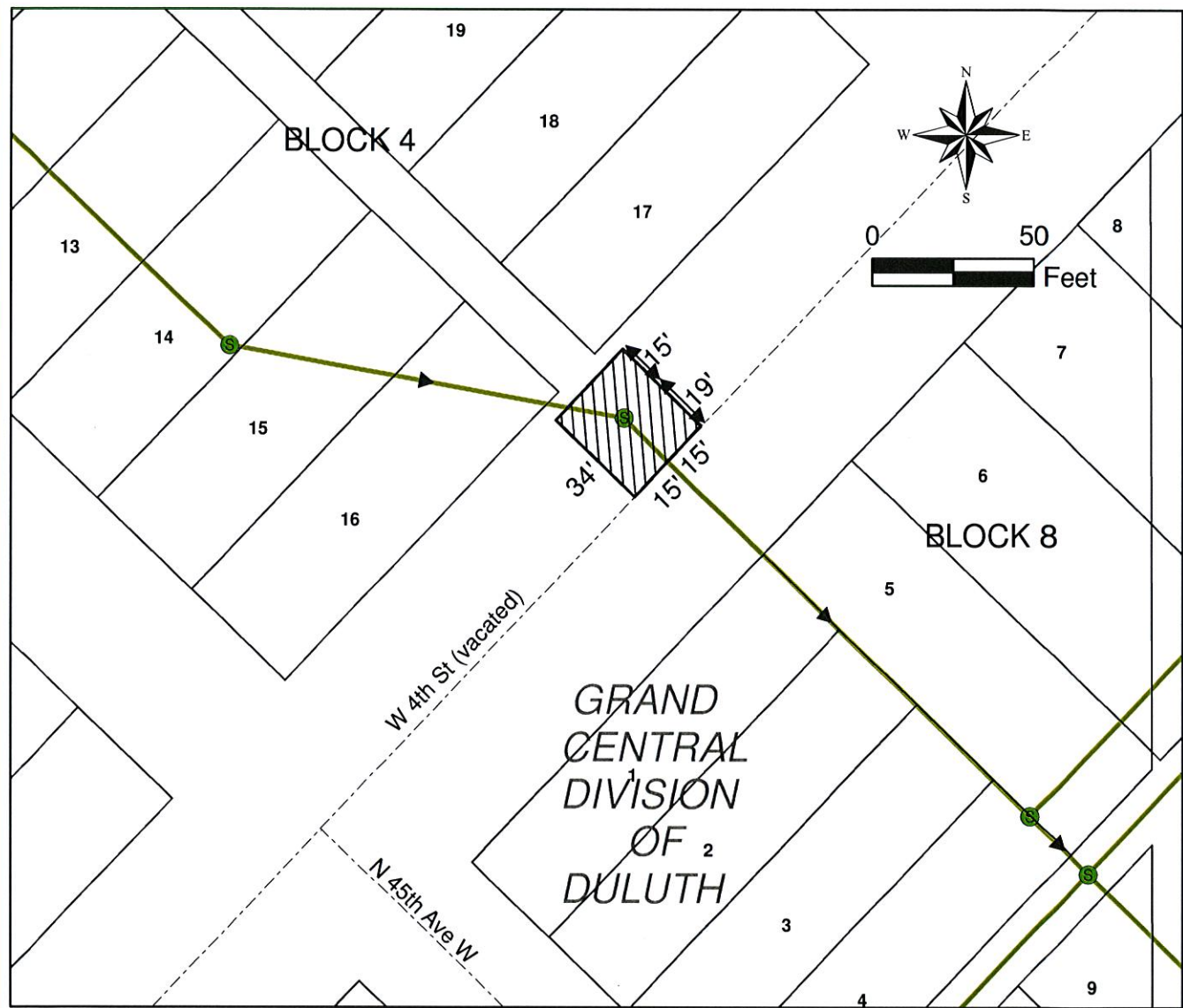



 APPROVED BY CITY ENGINEER

2-29-16

 DATE


Exhibit C



 Proposed Utility Easement

Description:

An easement for utility purposes over, under and across the southeast 34.00 feet of the northwest half of vacated West 4th Street, as dedicated in Grand Central Division of Duluth according to the recorded plat thereof, bounded on the northeast by the northwesterly projection of a line that is parallel and offset 15.00 feet northeast of the northeast line of Lots 1 – 4, Block 8 of said Grand Central Division, and bounded on the southwest by the northwesterly projection of a line that is parallel and distant 15.00 feet southwest of the northeast line of said Lots 1 – 4.



 APPROVED BY CITY ENGINEER

2-29-16

 DATE

Expenditure Contracts Signed – February 2016

For your information, the Superintendent or the Director of Business Services has signed the following contracts, during the month of February 2016:

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Karen Ray Associates	\$4,700.00	General	Assist in expanding/organizing early education efforts
Vista Fleet	3,624.08	Student Fees & Activities	Class party trip – Lincoln Park
Building Blocks Learning Center	760.00	Spec Serv	Student Services – IEP
Learning Institute for Excellence (LIFE)	6,000.00	OEE	Student/Staff Enrichment Services
Donny Morris	1,100.00	OEE	Spokenword Poetry Workshops
Brigette Eckwood	1,100.00	OEE	Drill Team Dance Presentations
LHB, Inc.	5,000.00	Facilities	B3 Benchmarking Performance Metrics Services
Delphin Niyonkuru	1,300.00	OEE	Services After School Activities W.I.N.
Daniel Oyinloye	1,450.00	OEE	Services After School Activities W.I.N.
Century Fence Company	9,573.00	Facilities	Automotive Vehicle Storage Fence at Denfeld

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of February, 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and Karen Ray Associates, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 1, 2016, 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.** Assist Assistant Superintendent in expanding and organizing early education efforts in ISD 709. See attachment.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Amy Starzecki, ISD 709, Duluth Public Schools, 215 North 1st 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, 4541 Victor Path #8, Hugo, MN 55038.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

By

Clerk

Title

Program Director


Taxpayer Identification Number

Director of Business Service

WCHanson

Karen Ray

President K.R. Associates

Lincoln Park Middle School Class Party Charter

Deb DeVaney

deborah.devaney@isd709.org

+1 2183368880 x3302



Venue Address
Vista Fleet
323 Harbor Drive
Duluth, MN 55802

Venue Contact
Sarah Steinbach
ssteinbach@vistafleet.com
+1 2183439585

Event Overview for Lincoln Park Middle School Class Party Charter
June 3, 2016 from 12:45PM to 02:45PM
For 199 guests in Vista Star - Full Boat

Space Details

Date	Time	Name	Setup	Total
6/03/2016	12:45PM to 02:45PM	Vista Star - Full Boat	Boarding begins at 12:15pm. Departure at 12:45pm.	\$0.00

Event Details

Date	Time	Name	Quantity	Price	Total
6/03/2016	12:45PM to 02:45PM	Miscellaneous	1	\$3,276.00	\$3,276.00
		Pizza and Soda Assorted pizza (cheese, pepperoni, sausage, veggie) and soda. 2 people per pizza equation. 1 complimentary chaperon ticket per 10 students.	182	\$18.00	\$3,276.00
		Complimentary Ticket 1 per 10 students	17	\$0.00	\$0.00

Payment Schedule

Deposit (50%)	\$1,812.04
Payment Due	2/29/2016
Balance Outstanding	\$1,812.04

Totals

Food & Beverage Total	\$3,276.00
Other Total	\$0.00
Subtotal	\$3,276.00
Pre-Tax Total	\$3,276.00
MN Sales Tax (8.375%)	\$0.00
Liquor Tax (13.125%)	\$0.00
Food Tax (10.625%)	\$348.08
Suggested Gratuity (15%)	\$0.00
Total	\$3,624.08
Total Paid	\$0.00
Balance Outstanding	\$3,624.08

W. Hanson

Please Sign
Legal

Accept Decline

2/17/16
Date

Thank you for choosing Vista Fleet for your private event. We have digitized our event processes to make the whole planning process easier for you. Not only are you able to refer to your Event File at any time to view the details of your event, but you are able to digitally sign off on, make PCI Compliant payments and select your menu –

all of this automatically updates on our end, creating a more seamless interaction for both of us.

To confirm this agreement, please sign off on this by clicking on the 'Accept Proposal' button in this window below to the left. PLEASE NOTE, this agreement isn't officially confirmed without your digital acceptance and the required deposit and/or credit card captured so the status of this agreement states: **BOOKED**. Your digital signature is legally binding and once this is done a payment screen will open so you will be able to enter your credit card information to put down your deposit. Please let us know if you would like to use this card for your final payment and if you would like the bill presented to you or the host upon the completion of your event.

Acceptance

Once this contract is accepted, we will remove from our inventory and consider sold to you for your event, vessel space pursuant to the stated boarding, departure and return times.

Billing Procedures and Deposit Schedule

A 25% deposit is due, along with the signed contract on the date indicated. Deposits and payments will be applied to your account in the form of credits. Deposits are non-transferable and non-refundable within 60 days from the cruise. The final payment is due (2) days prior to the cruise date. After the final payment has been made, any additional passengers must be paid prior to departure. There shall be no refunds given for no-show passengers. If it is anticipated that other costs may be incurred, a pre-authorized credit card is required to be on file. Payments may be paid in the form of cash, check or charge. Please make checks payable to Vista Fleet. All charges not paid within 30 days of the cruise date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should Vista Fleet, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Cancellations and Service Commitment

The initial deposit is refundable if canceled a minimum of 60 days prior to the cruise. When you contract for event space and for food and beverage services, those vessels and/or services are removed from our inventory and considered sold to you, and Vista Fleet makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for Vista Fleet to know in advance whether or under what circumstances or at what rates it would be able to resell your services or facilities if you do not use them, as the result of a cancellation of your event. For that reason and others, we agree that in the event of cancellation less than 60 days prior to the event, the deposit will not be refunded. The deposit represents a reasonable effort on behalf of the Vista Fleet to establish its loss prospectively and shall be held as liquidated damages. The deposit is intended to compensate Vista Fleet for all of its losses associated with cancellation.

Conditions

In consideration for payment made, the Vista Fleet shall provide vessel, Captain, crew, and the performance of any understandings herein described. The Captain shall be responsible for the operation and navigation of the vessel only.

Zero Tolerance Position

The Chartering Party shall assume responsibility for the maintenance of order and the conduct of and damage caused by its guests or passengers at all times while aboard the vessel, and will not engage in, or permit those in its party to engage in any unlawful acts. This includes the sale or consumption of alcoholic beverages by persons under the age of twenty-one, and the sale or consumption of illegal substances. Any violation of this agreement shall enable the Vista Fleet to terminate the agreement and will result in the forfeiture of all fees. If such violation occurs while the vessel is underway, the Captain may proceed immediately to shore and disembark passengers. Law enforcement people will be called if necessary. Vista Fleet is not responsible for any loss or damage to anything left on the vessels.

Confirmation

Unless other arrangements are specifically permitted in this Agreement, the Chartering Party is responsible for confirming minimum number of passengers two weeks prior to the cruise date, no allowances or credit will be made after this date for any decrease in number of passengers served. If the number of passengers should increase, the group or chartering party is responsible for calling the final count (2) days prior to the cruise and guests will be added based upon availability. If no number is received, the Vista Fleet will set, serve, and charge for the number of

people estimated on this contract. If the final count exceeds the number reserved, the Vista Fleet will make the determination of availability of space and food service.

126

Beverage Service

Vista Fleet will provide any and all beverage services. No outside beverages or liquor may be brought on board due to licensing. We offer a full bar, house wine and select beers. Coke products are also provided. Chartering parties may choose a Host, Partial Host, or Token Bar; a credit card on file is required and the balance of the bar plus 15% gratuity and liquor tax will be charged to the credit card on file immediately after the cruise.

Food Service

Our preferred caterers; Catering by Bellisio's, Duluth Grill and Black Woods Catering are among the finest in the Northland, providing full-service catering on board our vessels. Each offers a unique style and presentation of their listed menus. We strongly recommend working directly with our caterers if you desire a customized menu for your event. Our preferred caterers also provide rental services of linens, china and flatware, napkins, and service staff. Food service gratuities, service charges and taxes will be additional and determined by the caterers. For a nominal fee discussed with your Vista Fleet Sales Coordinator, you may bring on board a caterer of your choice. However, Vista Fleet will take care of all your beverage needs. No food or beverage, with the exception of wedding/birthday cake, pretzels and mixed nuts, may be brought on board without the prior authorization of the Vista Fleet. Minnesota State Health Department regulations and the Vista Fleet prohibit any food product left over to be taken off the premises. In case of inclement weather, Vista Fleet vessels are climate controlled and enclosed. Should a severe weather condition develop, and the Captain determines that conditions mandate that the cruise be canceled; a full or partial refund of your charter rental will be issued based on the circumstances. Food service contracts must be dealt directly with the caterer.

Vista Fleet Policies

WEATHER: In case of inclement weather, Vista Fleet vessels are climate controlled and offer enclosed decks. We cruise rain or shine. We cannot promise or guarantee that the cruise route will include a trip under the Aerial Lift Bridge onto Lake Superior. If conditions on the Lake are deemed unsafe by our Captain we will stay within the harbor and cruise in protected waters up the St. Louis River. Should a severe weather condition develop, and the Captain and Coast Guard determines that conditions mandate that the cruise be canceled we will notify you as soon as possible by the phone number and email provided. You will be asked to reschedule or if that is not possible a full or partial refund will be issued based on the circumstances. A full refund is the limit of our liability for cancellations by this company.

ANIMALS: No animals or pets of any kind, except service animals, are allowed on Vista Fleet vessels.

ENTERTAINMENT & OUTSIDE CONTRACTORS: Vista Fleet must approve of any entertainment and outside contractor to be brought onto the vessels. Your outside contractors must comply with all requirements Vista Fleet deems appropriate, in its sole discretion, regarding use of function space, vessels, and use of Vista Fleet's services.

Acceptance and Payment. A digital signature by the Client will be regarded as an agreement to comply with all Vista Fleet's policies as well as an authorization of the Client's credit card for all charges relating to this event. Final payments are due at the end of the event and will be ran on the card on file, unless otherwise communicated to your event planner.

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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 26, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Building Blocks Learning Center** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

Preschool programming for 3 **hours** a day 2 day per week

2. The AGENCY shall perform these services at: 2827 Chambersburg Ave.

3. The approximate date the service will begin is **January 26, 2016** and

shall not extend beyond **June 3, 2016**; the contract not to exceed a total of **6 months** of service at the cost of \$20.00 a day.

4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as

follows: Upon receipt of monthly/quarterly billing statement

5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Building Blocks Learning Center

Name of Agency

By Holly Petrich

Authorized Agent

02/04/2016

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

W. K. Hanson

C.F.O. Executive Director of Business Services

Date 2/11/16

Special Services Department

215 N. 1st Ave. East

Duluth, MN 55802

By Joselyn
Director

JS

Date 2-8-16

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of January, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Learning Institute for Excellence (LIFE)/Amos Tarfa - Founder and Director, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 1, 2016, and shall remain in effect until June 30th, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide services to students and staff within the Achievement Center Program that include the following:

1. One-On-One Tutoring services
2. Summer Enrichment
3. ACT, SAT Test Preparation
4. Small Group Sessions
5. Holiday tutor Camp
6. Study skills workshops
7. Test preparation Skills

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations of Workshops/Seminars at Duluth school sites for \$50.00/hour and \$25.00/student/day for after-school session services provided at the LIFE sites up to a sum not to exceed \$5,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: LIFE - Amos Tarfa, 4501 East Superior St, Duluth, MN 55804 phone: 218.464.0292.

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.

131

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

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

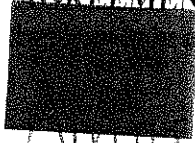
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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



TARFA

~~XXXXXXXXXX~~

01/21/2016

Co

SSN/ Tax Identification Number

Date



[Signature]

Program Director

~~XXXXXXXXXX~~

1/29/16

Date

W. K. Hanson

Director of Business Service / Superintendent of Schools

2/4/16

Date

[Signature]

Director of Curriculum

2/3/16

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Donny Morris, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 12, 2016, 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.** The Contractor, "Donny Frank" spokenword-poetry artist, will provide performances and workshops on the artform of "spokenword poetry" expression for students and staff during and after school.
3. **Background Check .** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$350.00 per performance, up to a sum not to exceed \$1,100.00. 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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Donny Morris, 218 N 10th Ave E, Apt 3, Duluth, MN 55805 phone: 218.461.5126.

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.



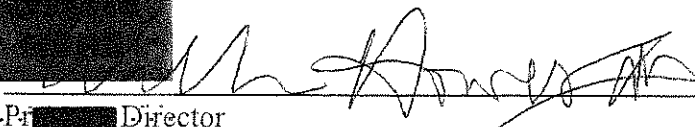
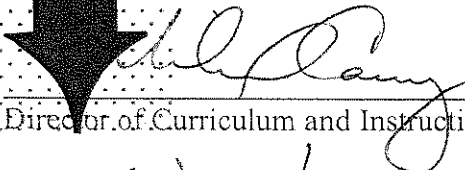

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

		1-26-16
Contractor Signature	SSN/ Tax Identification Number	Date
AARON GELINEAU - DENFELD		
[Redacted] (contact with questions)		Date
		1/27/16
Principal Director		Date
		1/29/16
Director of Curriculum and Instruction		Date
		2/2/16
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Brigette Eckwood, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 12, 2016, 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.** The Contractor will provide "Drill Team" dance presentations and workshops as learning opportunities for staff and students during and after school.
3. **Background Check .** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$350.00 per performance, up to a sum not to exceed \$1,100.00. 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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Brigette Eckwood, 2707 ½ W 2nd St, Apt. 1, Duluth, MN 55806 phone: 218.481.5216.

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.

Bryan D. [Redacted] [Redacted] 1/26/16
Contractor Signature SSN/ Tax Identification Number Date

AARON GELINEAU - DENFELD _____
In _____ (act with questions) _____
[Redacted] _____
Date _____

[Redacted] [Redacted] 1/27/16
Program Director Date

[Redacted] [Redacted] 1/29/16
Director of Curriculum and Instruction Date

W. C. Hanson _____
Director of Business Service / Superintendent of Schools 2/2/16
Date

Memorandum

To: **Bill Hanson**

From: **Kerry M. Leider**



Date: **February 1, 2016**

Re: **Performance Metrics Services Related to B3 Benchmarking – LHB Inc.**

Attached find two (2) copies of the Agreement between Independent School District #709 and LHB, Inc. to provide performance metrics services for the State of Minnesota B3 Benchmark reporting. The total not-to-exceed cost of this service is \$5,000.00.

I am recommending approval of the contract with LHB, Inc. to provide performance metrics services for B3 Benchmarking reporting. If you concur, please sign both copies of the agreement and return them to the Facilities Management office for processing.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of January, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and LHB, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 27, 2016, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide performance metrics services related to the B3 Benchmarking per highlighted services only in the attached LHB Proposal dated December 7, 2015.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement;
 2. Contractor's Proposal; and
 3. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,000.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") to the extent that the underlying injury or damage is attributable to the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty of the Contractor or the Contractor's independent contractors, agents, employees, or delegates, and except as may be limited by Minnesota Statute 337.02. This Agreement does not affect the validity of any insurance contracts including but not limited to those within the scope of Minnesota Statutes 337.04 or 337.05, and does not limit any applicable common law indemnity obligations, if any.

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: LHB, Inc., 701 Washington Avenue North, Suite 200, Minneapolis, MN 55401.

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

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

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

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

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

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

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

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

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

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Kerry M. Leider	Property and Risk Manager

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

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

- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

W.C. Hanson

CFO/Executive Director of Business Services

LHB, Inc.

Richard Couts

By

Senior Vice President

Title

41-0904334

Taxpayer Identification Number



December 7, 2015

David Spooner, CPE, Supervisor of Maintenance & Construction
ISD 709 District Office
215 N 1st Ave East
Duluth, MN 55811

Interested in working in and on the highlighted areas only at this time.

**DULUTH AREA SCHOOL DISTRICT
PROPOSAL FOR LHB PERFORMANCE METRICS SERVICES**

David,

Reducing building energy use is essential to school districts interested in enabling financial resources to be focused on student learning rather than utility costs. Through our role on the State of Minnesota Buildings, Benchmarks, and Beyond (B3) project, our team is available to provide free educational services about the benefits of utilizing the B3 tools including B3 Benchmarking. This system is in place to help public building owners including school districts manage their building operations, improve their efficiencies, and monitor the improvements.

SERVICE OPTIONS

Basic set-up: No cost for public building owners (Complete)

Basic annual subscription fee: No cost for public building owners
Fee includes ongoing use of B3 Benchmarking tools and limited user support via email or phone.

Optional Additional Services:

LHB can provide the services listed below on an hourly basis per our hourly rate schedule (attached). The Duluth Area School District will select the services on an as-needed basis. The total fee will not exceed \$5000 without the Duluth Area School District's approval.

- **Verify Accuracy of existing site:** 2 hours Go-To Meeting (Estimate: 2 hours total – Designer rate)
Review B3 Benchmarking site, including building areas, occupancy dates, space uses and building versions with Duluth facilities personnel for accuracy. No meeting preparation included or anticipated.
- **Training on advanced reports at district- and site-levels:** 2 hours prep, 1.5 hours Go-To Meeting (Estimate: 3.5 hours total - Designer rate)
Training on using B3 Benchmarking advanced reporting options for Duluth Area Schools at district- and site-levels. Includes 2 hours of meeting preparation to identify district- and site-scale opportunities and reports for further discussion in Go-To Meeting.

- **Training/Set-up targets & events:** 2 hours prep, 1.5 hours Go-To Meeting (Estimate 3.5 hours total- Designer rate)
Training on using targets and events in B3 Benchmarking to set goals and track progress. Includes 2 hours of meeting preparation to identify district- and site-scale opportunities.
- **General Assessment of existing buildings performance:** 4 hours prep, 1.5 hours Go-To Meeting (Estimate: 6 hours total- Designer rate)
 - District-wide portfolio overview
 - Rank buildings performance (based on time, type)
 - Identify any low-hanging areas for further improvement
 - Overview of Interpreting B3 Benchmarking Results
 - Identify high- & low-performers for further analysis
 - Discuss results in Go-To Meeting
- **Document impact of recent improvements:** (Estimate: 20 hours- Includes rates for Designer, Project Manager, and/or Engineer)
 - Compile a list of implemented strategies and intended outcomes
 - Identify a historical benchmark
- **Assess current performance in comparison to historical benchmark and other school districts:** (Estimate: 20 hours- Includes rates for Designer, Project Manager, and/or Engineer)
 - Create before/after analysis of resource use and associated costs (return on investment)
 - Evaluate strategies based on intended outcomes
- **Identify Buildings for further analysis/case study:** (Estimate: 10 hours- Includes rates for Designer, Project Manager, and/or Engineer)
- **Post-Occupancy Evaluation of improvements – building scale** (Estimate: 20 hours/building- Includes rates for Designer, Project Manager, and/or Engineer)
 - Determine impact of strategies on individual building performance and on district numbers
 - Verify that improvements/buildings are performing as intended (ongoing commissioning)
 - Make recommendations for future improvements based on lessons learned and analysis of existing buildings
- **Identify goals for further improvements** (Estimate: 2-10 hours- Designer rate)
- **Develop a strategy for sharing information with stakeholders/public** (Estimate: 2-10 hours- Designer rate)
- **Assist with generating custom reports templates as requested:** (TBD) – Hourly not to exceed- Designer rate
- **Develop case study, graphics, or other materials to communicate impact of recent changes** (TBD) Hourly not to exceed- Designer rate

Payments are due upon receipt of Architect's invoice. Amounts unpaid thirty (30) days from the date of Architect's invoice shall bear interest at the rate of eighteen percent (18%) per annum on the unpaid balance.

SCHEDULE

Work will commence upon receipt of a signed agreement.

CONSEQUENTIAL DAMAGES

LHB and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Project or Agreement.

LIMIT OF LIABILITY

To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for the Owner's damages to the sum of Fifty Thousand Dollars (\$50,000) or the Architect's fee whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

If the terms and conditions of this Agreement are acceptable, please sign below, retain one copy for your records and return the other to LHB. Please contact me at (612) 752-6923 with any questions.

DULUTH AREA SCHOOL DISTRICT

LHB, INC.

By: _____
(Signature)

By: *Rick Carter*
(Signature)

Its: _____
(Title)

Its: Senior Vice President
(Title)

Name: _____
(Printed Name)

Name: Rick Carter, FAIA, LEED Fellow
(Printed Name)





STANDARD HOURLY RATE SCHEDULE

<u>Position Description</u>	<u>Average Rate</u>
Project Principal	\$215
Project/Discipline Manager	\$155
Senior Architect/Landscape Architect/Engineer/Land Surveyor	\$130
Architect/Landscape Architect/Engineer/Land Surveyor.....	\$113
Certified Interior Designer	\$96
Senior Designer.....	\$100
Designer	\$82
Senior Technician	\$96
Technician.....	\$63
Administrative	\$74

- * Amounts are subject to change for periodic compensation adjustments.
- * The information is current as of the date shown below.
- * The actual rates will be based upon the individual assigned.

[https://share.lhbcorp.com/Project Delivery/Rates Worksheets/PD Fee Estimate Worksheets/Rate Schedules/Templates/Current Standard Hourly Rate Schedule.doc](https://share.lhbcorp.com/Project%20Delivery/Rates%20Worksheets/PD%20Fee%20Estimate%20Worksheets/Rate%20Schedules/Templates/Current%20Standard%20Hourly%20Rate%20Schedule.doc)

AGREEMENT

148

THIS AGREEMENT, made and entered into this 9th day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Delphin Niyonkuru, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 15, 2016, 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.** The Contractor will provide services at the Achievement Center of East High School during after-school activities and W.I.N. periods in the following areas: Summer Enrichment, Advisor to Social Justice Club at East High School (every Tuesday 10:30 -11:30 a.m.), Leadership development with students, Organize and supervise Chum community project, Advise students on Campaign project
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 Student Workshops/Meetings at \$25.00/hr and up to \$100 for transportation up to a sum not to exceed \$1,300. 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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Delphin Niyonkuru, 1215 E 1st St, Apt #1, Duluth, MN 55805 phone: 952.201.7352

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.

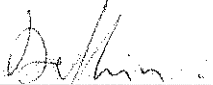
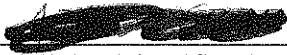
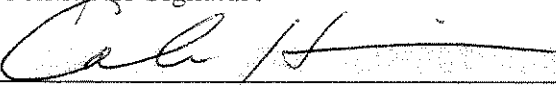
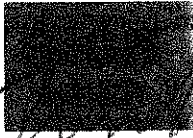
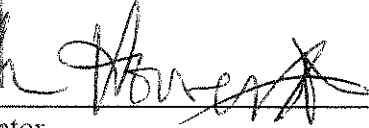

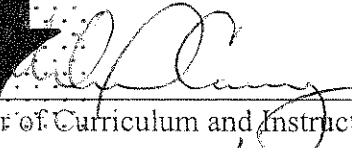
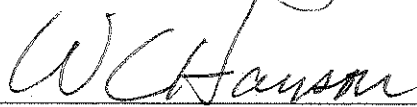
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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	<u>2/9/16</u> Date
 _____ Contract with questions)		<u>2/9/16</u> Date
  _____ Proc Director		<u>2/12/16</u> Date
  _____ Director of Curriculum and Instruction		<u>2/26/16</u> Date
 _____ Director of Business Service / Superintendent of Schools		<u>2/29/16</u> Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Daniel Oyinloye, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 15, 2016, 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.** The Contractor will provide services at the Achievement Center of East High School during after-school activities and W.I.N. periods in the following areas: Summer Enrichment, Leadership Development, *Making of an Album Project*: mentor students and equip them with the knowledge and tools to have self-expression in a healthy way through Storytelling, Record-making Process, Recording and Mixing, Promotion, Printing and Marketing, Organize and run an actual concert event.
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 Student Workshops at \$25.00/hr and up to \$100 for transportation up to a sum not to exceed \$1,450. 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:
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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.

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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.

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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.

[Signature] _____ [Redacted] _____ 2/9/16
Contractor Signature SSN/ Tax Identification Number Date

[Signature] _____ 2/9/16
[Redacted] (contact with questions) Date

[Signature] _____ 2/12/16
Pfd Director Date

[Signature] _____ 2/26/16
Director of Curriculum and Instruction Date

[Signature] _____ 2/29/16
Director of Business Service / Superintendent of Schools Date

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: February 22, 2016

Re: Quote # 4226 - Automotive Vehicle Storage Fence at Denfeld High School

Attached are two (2) copies of the Agreement between Independent School District #709 and Century Fence Company to provide labor and materials to construct the automotive vehicle storage fence at Denfeld High School per Quote #4226. The total estimated cost of this service is \$9,573.00.

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

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of January, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Century Fence Company, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 27, 2016, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide all labor and material to construct the automotive vehicle storage fence at Denfeld High School per Quote #4226 and Century Fence Proposal dated January 27, 2016. Installation is to be done Spring 2016.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Request for Quotes and Contractor's response;
 3. Contractor's Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$9,573.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any

item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, Property and Risk Manager, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Century Fence Company, P.O. Box 277, Forest Lake, MN 55025.

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

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

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

accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

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

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

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

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

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

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

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

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

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

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

WCHanson

CFO/Executive Director of Business Services

CENTURY FENCE COMPANY

JOL
By

Branch Manager

Title

Fed-39-0203700
Taxpayer Identification Number

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

February 2016

Facilities Management – General

In the past month the maintenance crews have completed 283 work orders, and are currently working on 556 open work orders.

Facilities maintenance trade crews are currently scheduled at Stowe, which will be followed by HOCHS and Denfeld HS.

The HOCHS Access Control system is now installed on all perimeter doors, but not yet on the new 3rd Street visitor entrance to HOCHS. Once fully installed on all doors, District administration will provide direction for implementation of this system.

Facilities Management is working with MNPowr to have East HS Energy Star certified. MNPowr is funding this process. Energy Star information can be found at the following link: <https://www.energystar.gov/about>

Re-commissioning has started at four (4) sites. Lakewood and Stowe will be performed by FJJ; Homecroft and Lowell will be performed by ICS Consulting.

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.

The project for Classroom Security Locksets and new key cylinders throughout is complete, except for HOCHS. This will occur in late March.

Installation of the East HS visitor management doors will be starting in April.

Installation of the new elevator at MacArthur will begin in late March.

HOCHS new main entrance construction has started. Demo is occurring and we have about an eight (8) week construction period.

The Denfeld HS built up roof replacement project has been completed.

East HS Concessions Team Room is coming along well and finishes are on track to be installed in March.

The three compartment culinary sink at East HS has been installed and the project is complete.

OEMS Auditorium Sound and Lighting Renovation project is scheduled to be complete by mid-March. Training on the lighting system has been conducted.

Our T and M contractor, Donald Holm Construction, has been authorized to prepare for a June start of the Lowell office remodel project.

Bid documents have been let for the Denfeld CTE construction, MWE tuck-pointing and windows, and the HOCHS elevator renovation project.

Bid documents are prepared and will be let shortly for the new HOCHS 3rd Street visitor parking lot.

Facilities Management – Operations - General

Cleaning effort district-wide occurred over the February spring break.

Terrazzo polishing was accomplished in the front entry at MWE.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - The Fire Marshall re-inspection of Ordean East and Lincoln Park was completed with all items of correction completed as required.
 - A meeting was held with Nick Schneider from Riverport (our insurer) to align DPS with Riverport in regards to common gaps in safety. A punch list of items was created to review and make sure DPS is operating as safely as possible.
 - An odor at Congdon Park was investigated. An external odor, potentially from the neighbor burning garbage, was believed to have entered the intake of the HVAC units. Air quality was fine, but it took some time for the smell to dissipate.
 - The semiannual forklift inspections were completed as required.
- Emergency Response
 - Held a meeting with SpecEd to discuss what is expected during an evacuation and during an evacuation drill for students. Further discussion is needed to determine the proper use of rescue rooms vs. evacuation (and how to evacuate i.e. stair chairs).
 - Responded to a water outage at Lakewood School. The water outage plan was activated; however, power was back on prior to needing action beyond bringing in pizza for lunch.
- Workers' Compensation Activities
 - The BLS reports for submitting the OSHA log information were completed as required.
 - A claims review was held and shows an expected modification factor on an upward trend. This is in part due to a lower claim year coming off of the calculation and a higher claim year added in.
 - OSHA Recordables- 2 recordable incidents: Both Spec Ed student related
 - Incidents Reported: 22 injuries reported.

Risk Management

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2016

FQA: 06-870-012-386-714

ALT FAC - RETAINING WALL HOCHS

161

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
01/29/2016	JE510605		00641729	V92302	HOVLAND MASONRY INC	RECLASS ALT FAC EXPENSES	963973	JE	0.00	44,038.57	-44,038.57
						Object 152000		Total:	0.00	44,038.57	-44,038.57
						FQA 06-870-012-386-714		Total:	0.00	44,038.57	-44,038.57

FQA: 06-870-012-386-718 ALT FAC - EXTERIOR LIGHTING

Object: 140101 GENERAL SUPPLIES

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
01/29/2016	JE510605		00640786	V51117	UNITED ELECTRIC CO	RECLASS ALT FAC EXPENSES	963973	JE	0.00	10,920.00	-10,920.00
						Object 140101		Total:	0.00	10,920.00	-10,920.00

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
01/29/2016	JE510605		00641447	V108007	HUNT ELECTRIC CORP	RECLASS ALT FAC EXPENSES	963973	JE	0.00	8,704.66	-8,704.66
01/29/2016	JE510605		00641730	V108007	HUNT ELECTRIC CORP	RECLASS ALT FAC EXPENSES	963973	JE	0.00	4,910.81	-4,910.81
						Object 152000		Total:	0.00	13,615.47	-13,615.47
						FQA 06-870-012-386-718		Total:	0.00	24,535.47	-24,535.47

FQA: 06-870-215-386-705 DENFELD/AUDITORIUM BACK DOOR

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
01/29/2016	JE510605		00641139	V61525	SELL HARDWARE INC	RECLASS ALT FAC EXPENSES	963973	JE	0.00	15,650.00	-15,650.00
						Object 152000		Total:	0.00	15,650.00	-15,650.00
						FQA 06-870-215-386-705		Total:	0.00	15,650.00	-15,650.00

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
01/12/2016	210089	295134	00001312	V104657	ARROWHEAD RADIO & SECURITY	BUILDING ACQUISITION/CONSTRUCT	961864	OH	1,114.87	0.00	1,114.87
						Object 152000		Total:	1,114.87	0.00	1,114.87

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2016

162

FQA 06-871-012-000-000 Total: 1,114.87 0.00 1,114.87

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
01/15/2016	Y15012-9	295250	00642133	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	962242	OH	96.00	0.00	96.00
Object 152000								Total:	96.00	0.00	96.00
FQA 06-871-320-000-000								Total:	96.00	0.00	96.00

FQA: 06-871-435-000-000 GEN FUND SAVINGS-CONGDON PK

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
01/29/2016	8610	296337		V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	963966	OH	2,919.79	0.00	2,919.79
Object 152000								Total:	2,919.79	0.00	2,919.79
FQA 06-871-435-000-000								Total:	2,919.79	0.00	2,919.79

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
01/08/2016	3006101	294890	00642089	V61525	SELL HARDWARE INC	BUILDING ACQUISITION/CONSTRUCT	961459	OH	9,756.00	0.00	9,756.00
01/08/2016	8594	294893	00642061	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	961459	OH	2,441.88	0.00	2,441.88
01/18/2016	5051396760	295299	00642178	V00917	LIPE BROS CONST INC	BUILDING ACQUISITION/CONSTRUCT	962419	OH	2,224.00	0.00	2,224.00
Object 152000								Total:	14,421.88	0.00	14,421.88
FQA 06-871-500-000-000								Total:	14,421.88	0.00	14,421.88

FQA: 06-871-565-000-000 GEN FUND SAVINGS-STOWE

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
01/08/2016	3006102	294891	00642089	V61525	SELL HARDWARE INC	BUILDING ACQUISITION/CONSTRUCT	961459	OH	18,607.20	0.00	18,607.20
01/08/2016	3006109	294892	00642089	V61525	SELL HARDWARE INC	BUILDING ACQUISITION/CONSTRUCT	961459	OH	902.25	0.00	902.25
Object 152000								Total:	19,509.45	0.00	19,509.45
FQA 06-871-565-000-000								Total:	19,509.45	0.00	19,509.45

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2016

163

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
01/15/2016	Y15074-6	295251	00642133	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	962242	OH	2,400.00	0.00	2,400.00
							Object 152000	Total:	2,400.00	0.00	2,400.00
							FQA 06-876-215-000-000	Total:	2,400.00	0.00	2,400.00

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
01/15/2016	Y15012-9		00642133	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	962242	OH	1,372.00	0.00	1,372.00
01/29/2016	2690	296332		V102926	STRETAR MASONRY AND	BUILDING ACQUISITION/CONSTRUCT	963966	OH	29,912.00	0.00	29,912.00
01/29/2016	8611	296336		V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	963966	OH	6,518.78	0.00	6,518.78
							Object 152000	Total:	37,802.78	0.00	37,802.78
							FQA 06-876-320-000-000	Total:	37,802.78	0.00	37,802.78

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
01/25/2016	B049406	295746	00642222	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	963269	OH	599.48	0.00	599.48
01/29/2016	15009-11	296325		V107670	MEYER GROUP	BUILDING ACQUISITION/CONSTRUCT	963966	OH	1,420.00	0.00	1,420.00
							Object 152000	Total:	2,019.48	0.00	2,019.48
							FQA 06-876-525-000-000	Total:	2,019.48	0.00	2,019.48

Grand Total: 80,284.25 84,224.04 -3,939.79