

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Monday, June 13, 2016
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

1. <u>Financial Report</u>	
A. <u>Financial Report</u>	<u>4</u>
B. <u>Approval of Payment of Claims</u>	
This item is attached as an "extra".	
C. <u>Budget Revisions</u>	<u>29</u>
D. <u>Wire Transfers</u>	<u>31</u>
E. <u>Investment Transactions</u>	<u>32</u>
F. <u>APU Projections</u>	<u>33</u>
G. <u>Fundraisers</u>	<u>34</u>
2. <u>Bids, R.F.P.s and Quotes Reports</u>	
A. <u>Bids</u>	
B. <u>R.F.P.s</u>	
1) <u>RFP - 304 - East High School Annual Yearbook</u>	<u>35</u>
Request for Proposals for Annual Yearbooks were advertised and sent to four (4) known vendors. Jostens has been successful in providing local representation with quality service over the past fifteen (15) years.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the RFP proposal from Jostens for the period July 1, 2016 through June 30, 2020, with annual renewals by mutual agreement.	
2) <u>RFP - 305- Denfeld High School Annual Yearbook</u>	<u>38</u>
Request for Proposals for Annual Yearbooks were advertised and sent to four (4) known vendors. Jostens has been successful in providing local representation with quality service over the past fifteen (15) years.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the RFP proposal from Jostens for the period July 1, 2016 through June 30, 2020, with annual renewals by mutual agreement.	
C. <u>Quotes</u>	
1) <u>Quote #4239 – Refuse Removal and Recycling Services</u>	<u>41</u>
Quotes were solicited from two contractors for the District-wide Refuse Removal and Recycling Services. It is recommended the Duluth School Board approve entering into a contract with Waste Management based on their quote with an estimated value of \$69,299.49.	

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Waste Management for a total estimated value of \$69,299.49 for the Period July 1, 2016 through June 30, 2017. It is also recommended that the Duluth School Board approve two additional contract extensions through June 30, 2019 , if the amount is determined acceptable by the Director of Business Services and the Property and Risk Manager.

2) **PLACEHOLDER – Quote #4240 – Carpentry Labor** **44**
(Quote due June 9, 2016 at 2:00 p.m.)

3. **Policies and Regulations**

A. **New Policy 708 - Transportation of Nonpublic School Students** **47**
Attached is MSBA model policy 708 - Transportation of Nonpublic School Students 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 708 for the first reading.

B. **New Policy 711- Video Recording on School Buses** **50**
Attached is MSBA model policy 711 - Video Recording on School Buses 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 711 for the first reading.

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

A. **Contracts**

1) **Duluth Heritage Sports Center Renewal** **52**
Attached is an extension to the Second Addendum to the Program Agreement from September 1, 2016 to September 1, 2017 without any additional changes in the terms and conditions defined within that agreement.

Recommendation: It is recommended that the Duluth school Board approve renewing the contract with the Duluth Heritage Sports Center.

2) **PLACEHOLDER - Contract to Purchase Vehicles for Drivers Education Program**

B. **Change Orders**

1) **PLACEHOLDER - Related to Facilities Projects**

C. **Leases**

5. **Resolutions**

A. **B-6-16-3375- Acceptance of Donations to Duluth Public Schools.** **54**

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-16-3375.

B. PLACEHOLDER - B-6-16-3376- Adoption of FY 17 Budget 55

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-16-3376.

C. B-6-16-3377 - Minnesota State High School League (MSHSL) Resolution for Membership 56

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-16-3377 - Minnesota State High School League (MSHSL) Resolution for Membership.

D. PLACEHOLDER - B-6-16-????- Issue Bond Refundings

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-16-????.

E. PLACEHOLDER - Sale of Property

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

A. Expenditure Contracts 59

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

B. Revenue Contracts 121

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

C. Other Contracts 128

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

D. Change Orders Signed-None

E. Facilities Management & Capital Project Status Report 150

F. Playground Mulch Review

Board discussion of playground mulch and the Committee of the Whole meeting held on April 26, 2016.

7. Future Items

A. Property/Liability/Auto Insurance Renewal

B. Policy Updates

**Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 04/30/16**

	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 3/31/2016	\$ 17,123,018	\$ 1,012,721	\$ (4,007,485)	\$ 2,035,661	\$ (794,113)	\$ 3,621,973	\$ 39,774,336	\$ 1,620,748	\$ 261,325	\$ 1,263,827
Receivables (increase)/decrease -	(42,232)	5,249	(26,647)	850	1,538	(0)	0	(0)	(356)	-
Payables increase/(decrease) -	115,405	42,312	36,496	97,464	19,117	573	(0)	-	-	-
Revenues increase/(decrease) -	11,527,639	9,555,915	535,458	687,918	167,918	240	2	234	73,507	(0)
Expenditures (increase)/decrease -	(8,594,056)	(409,123)	(320,267)	(583,349)	(101,082)	(429,128)	0	-	(58,358)	0
Cash and investments 4/30/2016	\$ 64,918,767	\$ 1,157,606	\$ (3,782,445)	\$ 2,238,544	\$ (706,621)	\$ 3,193,657	\$ 39,774,338	\$ 1,620,981	\$ 276,118	\$ 1,263,827

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	\$0	\$0	\$0	N/A	\$30,681	\$30,681	
Interest	(14)	1	(15)	459	88	(1,476.1)	371	79	421.9
Tuition, Fees, Admissions	216	255	(39)	2,662	2,483	(15.5)	179	4,072	7.2
Other Local Revenues	120	225	(105)	1,860	2,218	(46.5)	(358)	1,601	(16.1)
State Sources	9,489	9,324	165	70,894	69,740	1.8	1,154	86,959	1.7
Federal Aids from MDE	1,125	1,977	(852)	4,911	5,931	(43.1)	(1,020)	8,700	(17.2)
Federal Direct Aids	367	-	367	2,262	854	N/A	1,408	2,877	164.9
Local Sales	224	138	86	1,643	1,288	N/A	355	1,747	N/A
Sale of Bonds or Loans	-	47,782	(47,782)	-	47,782	(100.0)	(47,782)	0	(100.0)
Total Revenues	11,528	59,702	(48,174)	84,690	130,384	(80.7)	(45,694)	136,716	(35.0)
<u>Expenditures</u>									
Salaries	4,852	4,875	23	43,846	43,136	0.5	(710)	61,064	(1.6)
Benefits	2,163	2,133	(30)	19,588	19,282	(1.4)	(306)	29,832	(1.6)
Purchased Services	728	946	218	9,308	9,324	23.0	16	13,406	0.2
Supplies & Materials	373	412	39	3,648	4,150	9.4	502	5,314	12.1
Chargebacks	(0)	-	0	(0)	1	N/A	1	55	102.6
Capital Expenditures	435	179	(256)	6,351	5,445	(143.1)	(906)	9,491	(16.6)
Debt Service	-	140	140	22,783	21,348	100.0	(1,435)	20,930	(6.7)
Other	43	6	(37)	200	235	(612.9)	35	1,237	14.7
Total Expenditures	8,594	8,691	97	105,724	102,921	1.1	(2,803)	141,329	(2.7)
Transfers In (Out)	0	0	0	0	0	N/A	0	0	N/A
Operating Excess (Deficit)	2,934	\$51,011	(48,077)	(21,034)	\$27,463	(48,497)	(176.6)	(\$4,613)	(\$6,955)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2016	FY2015	Variance	FY2016	FY2015	Variance		
<u>Revenues</u>								
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,661	\$9,661
Interest	(14)	1	(1,523.7)	10	81	(71)	55	55
Tuition, Fees, Admissions	49	55	(10.3)	858	691	167	1,898	1,907
Other Local Revenues	27	140	(80.8)	741	1,114	(373)	305	530
State Sources	8,635	8,529	1.2	63,936	62,063	1,873	76,025	76,501
Federal Aids from MDE	836	1,720	(51.4)	3,198	4,208	(1,010)	6,274	7,078
Federal Direct Aids	23	0	N/A	68	(114)	182	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	9,556	10,445	(8.5)	68,811	68,043	768	94,351	95,868
<u>Expenditures</u>								
Salaries	4,282	4,344	1.4	38,779	38,219	(560)	54,200	55,042
Benefits	1,837	1,827	(0.5)	16,465	16,331	(134)	26,025	26,291
Purchased Services	444	545	18.6	4,993	5,000	7	7,249	7,557
Supplies & Materials	87	113	23.3	1,448	1,273	(175)	1,654	2,453
Chargebacks	(0)	0	N/A	(3)	(5)	(2)	(329)	(318)
Capital Expenditures	4	3	(27.5)	133	598	465	331	378
Debt Service	0	0	N/A	0	47	47	20	20
Other	40	4	(905.2)	144	180	36	1,017	613
Total Expenditures	6,693	6,836	2.1	61,959	61,643	(316)	90,168	92,037
Transfers In (Out)	0	0	N/A	(4,183)	(6,347)	0	(4,183)	(4,183)
Operating Excess (Deficit)	\$2,863	\$3,609	(20.7)	\$2,669	\$53	\$2,616	(\$0)	(\$352)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE				ANNUAL BUDGET			
	\$		\$							
	FY2016	FY2015	Variance	%	FY2016	FY2015	Variance	%	Adopted	Revised
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$9,174	\$9,174
Interest	(14)	1	(15)	(1,523.7)	10	81	(71)	(87.4)	55	55
Tuition, Fees, Admissions	19	0	19	N/A	571	462	109	23.6	1,480	1,480
Other Local Revenues	22	108	(86)	(80.0)	297	515	(218)	(42.4)	305	334
State Sources	8,635	8,529	106	1.2	63,030	61,326	1,704	2.8	64,985	64,985
Federal Aids from MDE	0	0	0	N/A	0	1	(1)	(100.0)	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	8,661	8,638	23	0.3	63,908	62,385	1,523	2.4	75,999	76,028
Expenditures										
Salaries	3,561	3,642	81	2.2	32,285	31,530	(755)	(2.4)	44,336	44,352
Benefits	1,524	1,518	(6)	(0.4)	13,105	12,250	(855)	(7.0)	20,751	20,748
Purchased Services	382	466	84	18.1	4,357	4,409	52	1.2	6,356	6,291
Supplies & Materials	54	99	45	45.3	1,108	958	(150)	(15.7)	1,211	1,689
Chargebacks	(0)	0	0	N/A	(8)	(29)	(21)	(73.6)	(1,361)	(1,373)
Capital Expenditures	(1)	3	4	118.2	103	339	236	69.5	250	271
Debt Service	0	0	0	N/A	0	47	47	100.0	20	20
Other	39	0	(39)	N/A	99	91	(8)	(8.6)	251	(42)
Total Expenditures	5,560	5,728	168	2.9	51,049	49,595	(1,454)	(2.9)	71,815	71,957
Transfers In (Out)	0	0	0	N/A	(4,183)	(6,347)	0	0.0	(4,183)	(4,183)
Operating Excess (Deficit)	\$3,101	\$2,910	191	6.6	\$8,675	\$6,443	\$2,232	34.6	(\$0)	(\$112)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2016	FY2015	Variance	FY2016	FY2015	Variance		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$487	\$487
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	31	55	(44.3)	287	229	58	418	427
Other Local Revenues	5	32	(83.6)	444	599	(155)	0	196
State Sources	0	0	N/A	907	737	170	11,040	11,516
Federal Aids from MDE	836	1,720	(51.4)	3,198	4,207	(1,009)	6,274	7,078
Federal Direct Aids	23	0	23	68	(114)	182	135	136
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	895	1,807	(50.5)	4,903	5,658	(755)	18,353	19,840
Expenditures								
Salaries	721	702	(19)	6,494	6,689	195	9,863	10,689
Benefits	313	309	(4)	3,360	4,081	721	5,274	5,543
Purchased Services	62	79	17	636	591	(45)	893	1,266
Supplies & Materials	32	14	(18)	340	315	(25)	443	764
Chargebacks	0	0	0	5	24	19	1,032	1,056
Capital Expenditures	4	0	(4)	30	259	229	81	107
Debt Service	0	0	0	0	0	0	0	0
Other	1	4	3	45	89	44	766	655
Total Expenditures	1,133	1,108	(25)	10,910	12,048	1,138	18,353	20,080
Transfers In (Out)	0	0	0	0	0	0	0	0
Operating Excess (Deficit)	(\$238)	699	(937)	(\$6,007)	(\$6,390)	\$383	(\$0)	(\$240)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Lewy	0	0	N/A	0	0	N/A	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	1	(45.8)	9	5	74.7	14	14
State Sources	26	28	(7.2)	156	182	(26)	156	156
Federal Aids from MDE	256	257	(0.6)	1,631	1,706	(75)	2,264	2,280
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	224	138	62.6	1,003	922	81	1,206	1,206
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	506	424	19.4	2,798	2,815	(17)	3,640	3,655
<u>Expenditures</u>								
Salaries	108	103	(5)	900	852	(48)	1,155	1,155
Benefits	41	38	(3)	344	317	(27)	429	429
Purchased Services	14	4	(10)	46	43	(3)	115	115
Supplies & Materials	231	239	8	1,409	1,448	39	1,990	2,028
Chargebacks	0	0	N/A	1	1	0	158	158
Capital Expenditures	15	10	(5)	76	137	61	34	50
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	(0)	13	14	1	20	20
Total Expenditures	409	394	(15)	2,789	2,812	23	3,902	3,955
Transfers In (Out)	0	0	0	0	0	0	0	0
Operating Excess (Deficit)	\$97	\$30	\$67	\$9	\$3	\$6	(\$262)	(\$301)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	\$		\$		%	
	FY2016	FY2015	FY2016	FY2015	Variance	Revised
<u>Revenues</u>						
Levy	\$0	\$0	\$0	\$0	N/A	\$0
Interest	0	0	0	0	N/A	0
Tuition, Fees, Admissions	0	0	0	0	N/A	0
Other Local Revenues	0	0	0	0	N/A	0
State Sources	535	468	2,472	3,019	14.4	5
Federal Aids from MDE	0	0	0	0	14.4	5,675
Federal Direct Aids	0	0	0	0	N/A	0
Local Sales	0	0	0	6	N/A	0
Sale of Bonds or Loans	0	0	0	0	N/A	0
Total Revenues	535	468	2,472	3,025	14.4	5,680
<u>Expenditures</u>						
Salaries	99	99	876	909	(0.2)	1,199
Benefits	76	72	639	604	(5.0)	730
Purchased Services	128	331	2,702	3,002	61.3	3,921
Supplies & Materials	17	27	162	269	35.9	384
Chargebacks	0	0	1	1	N/A	1
Capital Expenditures	0	0	178	2	N/A	281
Debt Service	0	0	0	0	N/A	0
Other	0	0	1	1	N/A	0
Total Expenditures	320	529	4,558	4,788	39.5	6,518
Transfers In (Out)	0	0	0	0	N/A	0
Operating Excess (Deficit)	\$215	(\$61)	(\$2,086)	(\$1,763)	452.8	(\$838)

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	N/A	\$963	\$963	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	166	200	(34)	1,499	1,422	77	1,586	1,586	
Other Local Revenues	20	0	20	138	160	(22)	78	109	
State Sources	125	0	125	1,996	1,716	280	2,003	2,006	
Federal Aids from MDE	34	0	34	82	17	65	162	163	
Federal Direct Aids	343	0	343	1,222	(37)	1,259	1,773	1,773	
Local Sales	0	0	0	0	0	0	0	0	
Sale of Bonds or Loans	0	0	0	0	0	0	0	0	
Total Revenues	688	200	488	4,938	3,278	1,660	6,564	6,599	
<u>Expenditures</u>									
Salaries	290	257	(33)	2,579	2,429	(150)	3,570	3,572	
Benefits	127	111	(16)	1,123	1,037	(86)	1,387	1,409	
Purchased Services	129	43	(86)	908	804	(104)	1,242	1,262	
Supplies & Materials	36	23	(13)	189	177	(12)	281	278	
Chargebacks	0	0	0	2	4	2	224	224	
Capital Expenditures	0	0	0	3	11	8	12	14	
Debt Service	0	0	0	0	0	0	0	0	
Other	2	2	(0)	17	21	4	156	147	
Total Expenditures	583	436	(147)	4,822	4,483	(339)	6,871	6,906	
Transfers In (Out)	0	0	0	0	0	0			
Operating Excess (Deficit)	\$105	(\$236)	\$341	\$116	(\$1,205)	\$1,321	(\$307)	(\$307)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET			
	FY2016	FY2015	Variance \$	% Variance	FY2016	FY2015	Variance \$	% Variance	Adopted	Revised
Lewy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$1,029	\$1,029
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	(0)	12	(12)	(101.3)	61	68	(7)	(10.9)	16	16
State Sources	168	143	25	17.5	731	850	(119)	(14.0)	972	972
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	199	22	177	804.9	0	5
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	168	155	13	8.3	991	940	51	5.4	2,017	2,022
Expenditures										
Salaries	66	66	(0)	(0.5)	653	669	16	2.3	856	831
Benefits	28	29	1	3.5	268	276	8	2.8	335	335
Purchased Services	6	15	9	60.3	148	84	(64)	(76.2)	0	154
Supplies & Materials	0	9	9	100.0	62	733	671	91.5	450	500
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	1	28	27	97.1	3,584	3,622	38	1.1	3,766	3,663
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	1	0	(1)	N/A	0	1
Total Expenditures	101	147	46	31.2	4,716	5,384	668	12.4	5,406	5,484
Transfers In (Out)	0	0	0	N/A	4,183	6,347	0	0.0	4,183	4,183
Operating Excess (Deficit)	\$67	\$8	\$59	735.5	\$458	\$1,903	(\$1,445)	(75.9)	\$795	\$722

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Levy	0	0	N/A	0	0	N/A	0	0
Interest	0	0	N/A	1	1	9.6	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	0	5	(100.0)	0	0
State Sources	0	0	N/A	168	168	0.0	168	168
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	0	0	N/A	169	174	(5)	1,187	1,187
Expenditures								
Salaries	6	6	3.3	58	58	(0.4)	84	84
Benefits	2	2	6.4	20	20	2.2	26	26
Purchased Services	3	3	15.7	86	117	31	20	101
Supplies & Materials	3	1	(176.8)	59	12	(47)	33	92
Chargebacks	0	0	N/A	0	0	(0)	0	0
Capital Expenditures	416	138	(201.2)	2,377	1,075	(1,302)	5,068	4,925
Debt Service	0	0	N/A	0	0	(0)	0	0
Other	0	0	N/A	6	7	1	8	10
Total Expenditures	429	150	(186.1)	2,606	1,289	(1,317)	5,238	5,238
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	(\$429)	(\$150)	(185.9)	(\$2,436)	(\$1,115)	(\$1,321)	(\$4,051)	(\$4,051)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	\$		\$		%	
	FY2016	FY2015	FY2016	FY2015	Variance	Revised
<u>Revenues</u>						
Lewy	\$0	\$0	\$0	\$0	N/A	\$18,010
Interest	0	0	438	0	N/A	0
Tuition, Fees, Admissions	0	0	0	0	N/A	0
Other Local Revenues	0	0	0	0	N/A	0
State Sources	0	156	1,434	1,742	(100.0)	1,960
Federal Aids from MDE	0	0	0	0	N/A	0
Federal Direct Aids	0	0	972	1,005	N/A	970
Local Sales	0	0	0	0	(3.3)	0
Sale of Bonds or Loans	0	0	0	0	N/A	0
Total Revenues	0	47,782	0	47,782	(100.0)	0
	0	47,938	2,845	50,529	(94.4)	20,940
<u>Expenditures</u>						
Salaries	0	0	0	0	N/A	0
Benefits	0	0	0	0	N/A	0
Purchased Services	0	0	0	0	N/A	0
Supplies & Materials	0	0	0	0	N/A	0
Chargebacks	0	0	0	0	N/A	0
Capital Expenditures	0	0	0	0	N/A	0
Debt Service	0	140	22,783	21,301	N/A	0
Other	0	0	0	0	(7.0)	22,789
Total Expenditures	0	140	22,783	21,301	N/A	0
	0	140	22,783	21,301	(7.0)	22,789
Transfers In (Out)	0	0	0	0	N/A	0
Operating Excess (Deficit)	\$0	\$47,798	(\$19,938)	\$29,228	(168.2)	(\$1,849)
	\$0	\$47,798	(\$47,798)	(\$49,166)	(100.0)	\$29

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE				ANNUAL BUDGET	
	FY2016	FY2015	FY2016	FY2015	Variance	Variance	Adopted	Revised
	\$	\$	\$	\$	\$	\$	\$	\$
					%	%		
Levy	\$0	\$0	\$0	\$0	N/A	N/A	\$0	\$0
Interest	0	0	9	5	N/A	87.2	20	20
Tuition, Fees, Admissions	0	0	0	0	N/A	N/A	0	0
Other Local Revenues	0	0	0	0	N/A	N/A	170	170
State Sources	0	0	0	0	N/A	N/A	0	0
Federal Aids from MDE	0	0	0	0	N/A	N/A	0	0
Federal Direct Aids	0	0	0	0	N/A	N/A	0	0
Local Sales	0	0	0	0	N/A	N/A	0	0
Sale of Bonds or Loans	0	0	0	0	N/A	N/A	0	0
Total Revenues	0	0	9	5	N/A	87.2	190	190
Expenditures								
Salaries	0	0	0	0	N/A	N/A	0	0
Benefits	0	0	200	200	N/A	0.0	200	200
Purchased Services	0	0	0	0	N/A	N/A	0	0
Supplies & Materials	0	0	0	0	N/A	N/A	0	0
Chargebacks	0	0	0	0	N/A	N/A	0	0
Capital Expenditures	0	0	0	0	N/A	N/A	0	0
Debt Service	0	0	0	0	N/A	N/A	0	0
Other	0	0	0	0	N/A	N/A	0	0
Total Expenditures	0	0	200	200	N/A	0.0	200	200
Transfers In (Out)	0	0	0	0	N/A	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	(\$191)	(\$195)	N/A	2.2	(\$10)	(\$10)

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	N/A	\$0	\$0	\$0
Interest	0	0	N/A	0	0	N/A	0	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	0
Other Local Revenues	74	72	2.1	796	768	28	785	785	785
State Sources	0	0	N/A	0	0	N/A	0	0	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0	0
Local Sales	0	0	N/A	0	0	N/A	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	0
Total Revenues	74	72	2.1	796	768	28	785	785	785
<u>Expenditures</u>									
Salaries	0	0	N/A	0	0	0	0	0	0
Benefits	54	54	0.8	529	497	(32)	700	700	700
Purchased Services	5	5	4.7	46	45	(1)	54	54	54
Supplies & Materials	0	0	N/A	0	0	0	0	0	0
Chargebacks	0	0	N/A	0	0	0	0	0	0
Capital Expenditures	0	0	N/A	0	0	0	0	0	0
Debt Service	0	0	N/A	0	0	0	0	0	0
Other	0	0	N/A	0	0	0	0	0	0
Total Expenditures	58	59	1.1	575	542	(33)	754	754	754
Transfers In (Out)	0	0	N/A	0	0	0	0	0	0
Operating Excess (Deficit)	\$15	\$13	16.5	\$221	\$226	(\$5)	\$31	\$31	\$31

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2016	FY2015	Variance	%	FY2016	FY2015	Variance	%		
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	1	(1)	(59.4)	4	4
Tuition, Fees, Admissions	0	0	0	N/A	305	370	(65)	(17.6)	588	588
Other Local Revenues	0	0	0	N/A	116	98	18	17.9	229	229
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	441	338	103	30.4	542	542
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	862	807	55	6.8	1,362	1,362
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	379	229	(150)	(65.7)	805	805
Supplies & Materials	0	0	0	N/A	318	238	(80)	(33.6)	522	522
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	19	12	(7)	(62.3)	35	35
Total Expenditures	0	0	0	N/A	717	479	(238)	(49.7)	1,362	1,362
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	\$145	\$328	(\$183)	(55.9)	(\$0)	(\$0)

BALANCE SHEET

ASSETS	04/30/16	06/30/15	04/30/15	FUND BALANCES	04/30/16	06/30/15	04/30/15
Cash / Investments	\$64,919	\$76,099	\$70,624	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	3,498	21,333	2,460	Severance	184	184	203
Accounts / Interest Receivable	423	258	90	Nonspendable Inventory	103	103	134
Due from Other Funds	0	403	0	Nonspendable Prepays	103	103	108
Due from Other MN Districts	0	1,222	0	Staff Development	185	185	0
Due From MDE	7,584	7,792	7,731	Teacher Dev & Eval	0	0	0
Due From Federal thru MDE	0	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	0	130	0	Desegregation	0	0	0
Inventory	184	184	195	Gifted and Talented	0	0	0
Prepays	74	103	65	Pupil Transportation Safety	0	0	0
				ECFE	268	268	212
Total Assets	<u>\$76,683</u>	<u>\$112,570</u>	<u>\$81,223</u>	Community Education	534	534	350
				Community Services	254	254	220
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$ -	\$ -	\$ 4,400	Facilities	3,734	3,734	4,243
Accrued Interest Payable	916	13,859	659	Alternative facilities	1,864	1,864	1,988
Salaries Payable	190	1,335	70	Restricted Programs	46	46	67
Accounts Payable	0	403	0	Bond Refunding	47,259	47,259	0
Due to Other Funds	0	71	0	Endowment	1,625	1,816	1,625
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Severance-Insurance Prem	0	0	3,698
Claims Payable	318	170	174	Area Learning Center	435	435	22
Deferred Revenue	10	450	699	Designated for:			
Taxes Levied for Subsequent Yr.	33,795	33,795	31,730	Textbooks	837	837	795
Property tax shift	0	(0)	0	Carryovers	155	155	169
				Operating Capital	0	0	0
Total Liabilities	<u>\$35,230</u>	<u>\$50,083</u>	<u>\$37,732</u>	Referendum	0	0	0
				Undesignated	(16,133)	4,710	29,657
				Total Fund Balance	<u>\$41,453</u>	<u>\$62,487</u>	<u>\$43,491</u>
				Liabilities & Fund Balance	<u>\$76,683</u>	<u>\$112,570</u>	<u>\$81,223</u>

BALANCE SHEET

ASSETS	04/30/16	06/30/15	04/30/15	FUND BALANCES	04/30/16	06/30/15	04/30/15
Cash / Investments	\$19,883	\$9,922	\$25,548	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	(8,879)	8,955	(9,747)	Severance	90	90	79
Accounts / Interest Receivable	234	60	20	Nonspendable Inventory	94	94	128
Due from Other Funds	0	208	0	Nonspendable Prepaids	103	103	108
Due from Other MN Districts	0	1,222	0	Staff Development	185	185	0
Due From MDE	7,182	7,221	7,365	Teacher Dev & Eval	0	0	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	0	130	0	Integration	0	0	0
Inventory	90	90	82	Gifted and Talented	0	0	0
Prepaids	74	94	65	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$18,584	\$30,728	\$23,333	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$4,400	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries & Benefits Payable	(520)	13,362	(653)	Restricted Programs	0	0	0
Accounts Payable	93	706	24	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	318	170	174	Designated for:			
Deferred Revenue	9	283	134	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	\$11,021	\$25,833	\$14,333	Undesignated	6,502	3,833	4,796
				Total Fund Balance	\$7,563	\$4,895	\$9,000
				Liabilities & Fund Balance	\$18,584	\$30,728	\$23,333

BALANCE SHEET

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

	04/30/16	06/30/15	04/30/15	FUND BALANCES	04/30/16	06/30/15	04/30/15
ASSETS							
Cash / Investments	\$1,158	\$856	\$1,087	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	94	94	121
Accounts / Interest Receivable	5	6	8	Nonspendable Inventory	1	1	1
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	130	58	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	94	94	113	Gifted and Talented	0	0	0
Prepaids	0	1	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$1,257	\$1,087	\$1,266	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES							
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Operating Capital	0	0	0
Accrued Interest Payable	0	0	0	Facilities	0	0	0
Salaries Payable	199	11	177	Alternative facilities	0	0	0
Accounts Payable	24	51	6	Restricted Programs	0	0	0
Due to Other Funds	0	0	0	Escrow Account	0	0	0
Due to Other MN Districts	0	0	0	Endowment	0	0	0
Due to Other Governments	0	0	0	Encumbrances	0	0	0
Claims Payable	0	0	0	Designated for:	0	0	0
Deferred Revenue	0	0	0	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	939	930	961
Total Liabilities	\$223	\$62	\$183	Total Fund Balance	\$1,034	\$1,025	\$1,083
				Liabilities & Fund Balance	\$1,257	\$1,087	\$1,266

BALANCE SHEET

	FUND BALANCES			
ASSETS	04/30/16	06/30/15	04/30/15	04/30/15
Cash / Investments	\$2,239	\$66	\$553	
Taxes & Credits Receivable	636	636	605	\$0
Accounts / Interest Receivable	1	6	1	0
Due from Other Funds	0	0	0	5
Due from Other MN Districts	0	0	0	0
Due From MDE	143	311	129	0
Due From Federal thru MDE	0	120	0	0
Due From Federal - Direct	0	1,972	0	0
Due from Other Governments	0	0	0	0
Inventory	0	0	0	0
Prepays	0	6	0	0
Total Assets	\$3,018	\$3,116	\$1,288	
LIABILITIES				
Tax and Aid Anticipation Payable	\$0	\$0	\$0	212
Accrued Interest Payable	0	0	0	350
Salaries Payable	631	446	553	220
Accounts Payable	23	89	8	0
Due to Other Funds	0	282	0	0
Due to Other MN Districts	0	0	0	0
Due to Other Governments	0	0	0	0
Claims Payable	0	0	0	0
Deferred Revenue	1	52	47	0
Taxes Levied for Subsequent Yr.	1,139	1,139	1,030	(1,204)
Property tax shift	0	0	0	
Total Liabilities	\$1,794	\$2,008	\$1,638	
Reserve for:				
Severance	\$0	\$0	\$0	\$0
Nonspendable Inventory	0	0	0	0
Nonspendable Prepays	6	6	5	5
Staff development	0	0	0	0
Reemployment comp	0	0	0	0
Basic skills	0	0	0	0
Learning development	0	0	0	0
Desegregation	0	0	0	0
Gifted and Talented	0	0	0	0
Pupil Transportation Safety	0	0	0	0
ECFE	268	268	212	212
Community Education	534	534	350	350
Community Services	254	254	220	220
Operating Capital	0	0	0	0
Facilities	0	0	0	0
Alternative facilities	0	0	0	0
Restricted Programs	46	46	67	67
Escrow Account	0	0	0	0
Endowment	0	0	0	0
Encumbrances	0	0	0	0
Designated for:				
Textbooks	0	0	0	0
Operating Capital	0	0	0	0
Undesignated	116	0	0	(1,204)
Total Fund Balance	\$1,224	\$1,108	(\$350)	
Liabilities & Fund Balance				
	\$3,018	\$3,116	\$1,288	

BALANCE SHEET

ASSETS	04/30/16	06/30/15	04/30/15	FUND BALANCES	04/30/16	06/30/15	04/30/15
Cash / Investments				Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	14	21	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	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
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$707)	(\$1,227)	(\$2,073)	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	144	18	151	Restricted Programs	0	0	0
Accounts Payable	4	68	6	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	(1,692)	(2,150)	(3,004)
				Total Fund Balance	(\$855)	(\$1,313)	(\$2,209)
Total Liabilities	\$148	\$86	\$157				
				Liabilities & Fund Balance	(\$707)	(\$1,227)	(\$2,052)

BALANCE SHEET

ASSETS	04/30/16	06/30/15	04/30/15	FUND BALANCES	04/30/16	06/30/15	04/30/15
Cash / Investments	\$3,194	\$5,833	\$5,129	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 Prepaids	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
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$3,210</u>	<u>\$5,849</u>	<u>\$5,146</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	8	3	8	Restricted Programs	0	0	0
Accounts Payable	41	248	21	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	(2,436)	0	(1,114)
Taxes Levied for Subsequent Yr.	0	0	0				
Property tax shift	0	0	0	Total Fund Balance	<u>\$3,162</u>	<u>\$5,598</u>	<u>\$5,117</u>
Total Liabilities	<u>\$49</u>	<u>\$251</u>	<u>\$29</u>				
				Liabilities & Fund Balance	<u>\$3,210</u>	<u>\$5,849</u>	<u>\$5,146</u>

BALANCE SHEET

	ASSETS		FUND BALANCES			
	04/30/16	06/30/15	04/30/15	04/30/16	06/30/15	04/30/15
Cash / Investments	\$39,774	\$59,713	\$40,304			
Taxes & Credits Receivable	11,742	11,742	11,602			
Accounts / Interest Receivable	128	128	0	\$0	\$0	\$0
Due from Other Funds	0	0	0	0	0	0
Due from Other MN Districts	0	0	0	0	0	0
Due From MDE	212	212	196	0	0	0
Due From Federal thru MDE	0	0	0	0	0	0
Due From Federal - Direct	0	0	0	0	0	0
Due from Other Governments	0	0	0	0	0	0
Inventory	0	0	0	0	0	0
Prepays	0	0	0	0	0	0
Total Assets	\$51,856	\$71,794	\$52,102			
LIABILITIES						
Tax and Aid Anticipation Payable	\$0	\$0	\$0			
Accrued Interest Payable	0	0	0	0	0	0
Salaries Payable	0	0	0	0	0	0
Accounts Payable	0	0	0	0	0	0
Due to Other Funds	0	0	0	47,259	47,259	0
Due to Other MN Districts	0	0	0	0	0	0
Due to Other Governments	0	0	0	0	0	0
Claims Payable	0	0	0	0	0	0
Deferred Revenue	0	0	0	0	0	0
Taxes Levied for Subsequent Yr.	21,535	21,535	20,446	(16,938)	3,000	31,138
Property tax shift	0	0	0			
Total Liabilities	\$21,535	\$21,535	\$20,964			
Total Fund Balance				\$30,321	\$50,259	\$31,138
Liabilities & Fund Balance				\$51,856	\$71,794	\$52,102

BALANCE SHEET

ASSETS	04/30/16	06/30/15	04/30/15	FUND BALANCES	04/30/16	06/30/15	04/30/15
Cash / Investments	\$1,621	\$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 Prepays	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
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$1,625	\$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	1,625	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	\$1,625	\$1,816	\$1,625
				Liabilities & Fund Balance	\$1,625	\$1,816	\$1,625

BALANCE SHEET

ASSETS	04/30/16	06/30/15	04/30/15	FUND BALANCES	04/30/16	06/30/15	04/30/15
Cash / Investments	\$276	\$265	\$234	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 Prepays	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
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$297</u>	<u>\$266</u>	<u>\$235</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	297	75	235
Property tax shift	0	0	0				
Total Liabilities	<u>\$0</u>	<u>\$191</u>	<u>\$0</u>	Total Fund Balance	<u>\$297</u>	<u>\$75</u>	<u>\$235</u>
				Liabilities & Fund Balance	<u>\$297</u>	<u>\$266</u>	<u>\$235</u>

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 04/30/2016

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
04/08/2016	V106466	CITISTREET FOR MSRS	25,009.87
04/08/2016	V79764	DULUTH FEDERATION OF TEA	31,528.30
04/08/2016	V107231	DULUTH TEACHERS CREDIT	7,843.91
04/08/2016	V106637	EBC - FLEX EFT	11,734.54
04/08/2016	V106636	EBC - TSA EFT	76,831.01
04/08/2016	V79771	EDUCATION MN CLERICAL	1,453.83
04/08/2016	V102915	FEDERAL 941 PR TAXES	595,535.31
04/08/2016	V108066	MG TRUST	124,719.40
04/08/2016	V05173	MN CHILD SUPPORT EFT	2,431.43
04/08/2016	V108320	MN DEPT OF REVENUE EFT	682.52
04/08/2016	V102916	MN STATE PR TAXES	95,188.22
04/08/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	98,172.63
04/08/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	259,238.92
04/08/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,562,631.83
04/22/2016	V106466	CITISTREET FOR MSRS	606.48
04/22/2016	V79764	DULUTH FEDERATION OF TEA	31,359.23
04/22/2016	V107231	DULUTH TEACHERS CREDIT	7,793.91
04/22/2016	V106637	EBC - FLEX EFT	11,734.54
04/22/2016	V106636	EBC - TSA EFT	78,297.20
04/22/2016	V79771	EDUCATION MN CLERICAL	1,385.47
04/22/2016	V102915	FEDERAL 941 PR TAXES	560,204.20
04/22/2016	V108066	MG TRUST	124,666.53
04/22/2016	V05173	MN CHILD SUPPORT EFT	2,475.18
04/22/2016	V108320	MN DEPT OF REVENUE EFT	181.45
04/22/2016	V102916	MN STATE PR TAXES	89,410.89
04/22/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	83,625.95
04/22/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	256,577.64
04/22/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,470,070.89
04/29/2016	V06645	MEDICA HEALTH PLAN (EFT)	182,169.50
04/29/2016	V106638	PEIP - HLTH EFT	1,150,921.22
04/29/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	58,358.15
04/29/2016	V104923	HARRIS BANK	26,445.63
04/29/2016	V05246	MN UI FUND EFT	4,239.48
			7,033,525.26

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

Beginning Investment Balance (March 31, 2016): \$ **3,054,445.04**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
04/04	MN Trust Term Series	PMA	05/04/16	0.46%	\$ 1,000,000.00
04/20	FHLB	MBS	12/16/16	0.45%	1,151,472.00
04/28	The First, N.A. (ME)	MBS	10/28/16	0.45%	249,000.00
04/28	Northpointe Bank (MI)	MBS	10/28/16	0.45%	249,000.00
04/29	First Technology FCU (CA)	MBS	10/31/16	0.70%	249,000.00
Total Purchases			\$	2,898,472.00	

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
04/04	MN Trust Term Series	PMA	04/04/16	0.40%	\$ 1,000,000.00
04/29	State Bank of Glenville (GA)	MBS	04/29/16	0.30%	249,000.00
Total Maturities			\$	1,249,000.00	

Other items:

Add:	Money Market Funds Interest	\$	583.06
	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		\$	583.06

Ending Investment Balance (April 30, 2016) \$ **4,704,500.10**

Note: Ending Investment Balance as of April 30, 2015 was \$ 1,656,683.00

Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2016
Jun-16

Grade Levels	Jun Enrollment	Progression to PU	Projected PU	PUW	Projected APU	EOY APU 1415
KG	549.50	1.0065038221	553.07	1.00	553.07	626.14
HK	90.00	0.9732635207	87.59	1.00	87.59	66.48
Gr 1-3	1929.65	0.9951294337	1920.25	1.00	1920.25	1962.97
Gr 4-6	1766.50	0.9901480029	1749.10	1.00	1749.10	1769.40
Gr 7-8	1133.00	0.9747408902	1104.38	1.20	1325.26	1365.14
Gr 9-12	2698.70	0.9682155045	2612.92	1.20	3135.51	3149.47
Sub-Total	8167.35				8770.78	8939.61

Other APU Generators

	Jun Enrollment	Progression to PU	Projected PU	PUW	Projected APU	
Early Childhood	252	0.382590878	96.41	1.000	96.41	93.34

Early Childhood Details	Final Count	June 1 Count	Final PU
12-13	344	238	91.75
13-14	368	206	83.09
14-15	371	259	93.34
15-16*		252	89.47

Resident Tuition**

Resident Tuition Details	Total APU	
12-13	48.46	39.28
13-14	36.47	
14-15	32.90	
15-16*	39.28	

ALC

ALC Details**	Total APU	
12-13	273.97	263.31
13-14	237.86	
14-15	278.11	
15-16*	263.31	

Projected Total APU

Budgeted APU

Net

8867.19	9032.95
8945.50	
-78.31	

MEMORANDUM

To: Bill Hanson, CFO/Executive Director of Business Services
From: Tony Kelekovich, ^{TK}Supervisor of Purchasing
Subject: RFP-304 East High School Annual Yearbook
Date: May 31, 2016

Request for Proposals for Annual Yearbooks were advertised and sent to four (4) known vendors. Responses were received from two (2) vendors: Balfour Publishing and Jostens.

The award is based upon:

- A. A base price per book plus a vendor response to ten (10) questions that impact the price.
- B. Ability of each vendor to comply with twenty-three (23) requirements for services listed in the RFP.
- C. Recommendation from the yearbook advisor

Award criteria shown in the RFP:

- 1. Quality of product being offered
- 2. Pricing
- 3. Ability to comply with support services
- 4. Ability to comply with specification requirements
- 5. Prior experience with ISD 709 site
- 6. References from other districts of similar size
- 7. Local representation and access to the vendor
- 8. Summer camp cost and location
- 9. Web based program with a built-in accounting package
- 10. E-Commerce capability for yearbook sales
- 11. Ability to forward information from one year to the next on a web site
- 12. Digital companion product with yearbook option
- 13. E-Commerce capabilities for Ad & Parent Ad sales must be integrated in yearbook creation sale

Jostens has been successful in providing local representation with quality service over the past fifteen (15) years. In addition, the advisor has provided positive feedback on the service, product, quality and student experiences during the yearbook production period.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
Historic Old Central High School - 215 N. 1st Avenue E.
Tel. (218) 336-8738 Duluth, Minnesota 55802-2069 Fax (218) 336-8777

Based upon the responses to the above criteria and past experience with the existing vendor, it is recommended that RFP-304 East High School Annual Yearbook be awarded to **Jostens**.

The contract period will be July 1, 2016 thru June 30, 2020, with annual renewals by mutual agreement.

Revenue from yearbook sales will be deposited into the East student activities account.

VENDOR LIST/TABULATION

RFP-304 EAST HIGH SCHOOL ANNUAL YEARBOOK

<u>VENDOR</u>	<u>RESPONSE</u>
Balfour Publishing Plymouth MN	Yes
Interstate Studio Grand Rapids MN	No Response
Jostens Duluth MN	Yes
Lifetouch National School Studio Maple Grove MN	No Response

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BASE COSTS FOR 240 PAGES INCLUDING DELIVERY

<u>Quantity</u>	<u>Balfour</u>	<u>Jostens</u>
1050 – 1100	\$ 54.90	\$ 41.52
1101 – 1200	\$ 52.85	\$ 39.63
1201 And Up	\$ 49.98	\$ 38.03

Note: Above costs do not include additional fees that vary for each vendor during production.

MEMORANDUM

To: Bill Hanson, CFO/Executive Director of Business Services

From: Tony Kelekovich, ^{TK}Supervisor of Purchasing

Subject: RFP-305 Denfeld High School Annual Yearbook

Date: May 31, 2016

Request for Proposals for Annual Yearbooks were advertised and sent to four (4) known vendors. Responses were received from two (2) vendors: Balfour Publishing and Jostens.

The award is based upon:

- A. A base price per book plus a vendor response to ten (10) questions that impact the price.
- B. Ability of each vendor to comply with twenty-three (23) requirements for services listed in the RFP.
- C. Recommendation from the yearbook advisor

Award criteria shown in the RFP:

- 1. Quality of product being offered
- 2. Pricing
- 3. Ability to comply with support services
- 4. Ability to comply with specification requirements
- 5. Prior experience with ISD 709 site
- 6. References from other districts of similar size
- 7. Local representation and access to the vendor
- 8. Summer camp cost and location
- 9. Web based program with a built-in accounting package
- 10. E-Commerce capability for yearbook sales
- 11. Ability to forward information from one year to the next on a web site
- 12. Digital companion product with yearbook option
- 13. E-Commerce capabilities for Ad & Parent Ad sales must be integrated in yearbook creation sale

Jostens has been successful in providing local representation with quality service over the past fifteen (15) years. In addition, the advisor has provided positive feedback on the service, product, quality and student experiences during the yearbook production period.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
Historic Old Central High School - 215 N. 1st Avenue E.
Tel. (218) 336-8738 Duluth, Minnesota 55802-2069 Fax (218) 336-8777

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Based upon the responses to the above criteria and past experience with the existing vendor, it is recommended that RFP-305 Denfeld High School Annual Yearbook be awarded to **Jostens**.

The contract period will be July 1, 2016 thru June 30, 2020, with annual renewals by mutual agreement.

Revenue from yearbook sales will be deposited into the Denfeld student activities account.

VENDOR LIST/TABULATION

RFP-305 DENFELD HIGH SCHOOL ANNUAL YEARBOOK

<u>VENDOR</u>	<u>RESPONSE</u>
Balfour Publishing Plymouth MN	Yes
Interstate Studio Grand Rapids MN	No Response
Jostens Duluth MN	Yes
Lifetouch National School Studio Maple Grove MN	No Response

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BASE COSTS FOR 192 PAGES INCLUDING DELIVERY

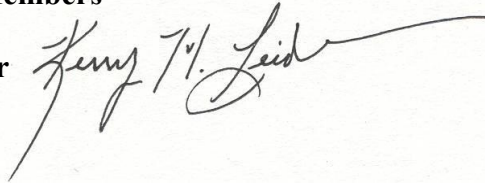
<u>Quantity</u>	<u>Balfour</u>	<u>Jostens</u>
450 – 500	\$ 50.11	\$ 45.31
550 – 600	\$ 48.06	\$ 42.51
601 And Up	\$ 45.20	\$ 40.52

Note: Above costs do not include additional fees that vary for each vendor during production.

Memorandum

**To: Bill Hanson
School Board Members**

From: Kerry M. Leider



Date: June 7, 2016

Re: Quote #4239 – Refuse Removal and Recycling Services

Quotes were solicited from two (2) contractors for the District-wide Refuse Removal and Recycling Services. Two quotes were received in response to the School District's request for quotes covering the period from July 1, 2016 through June 30, 2017. Waste Management, 3101 West Superior Street, Duluth, MN 55806 submitted the lowest responsible quote with an estimated value of \$69,299.49.

It is recommended the Duluth School Board approve entering into a contract with Waste Management to complete the work defined in Quote #4239 – District-wide Refuse Removal and Recycling Services, for a total estimated value of \$69,299.49.

It is further recommended the Duluth School Board approve two (2) additional contract extension options through June 30, 2019, 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
REFUSE REMOVAL AND RECYCLING SERVICES
 July 1, 2016 through June 30, 2017

Quote #4239

Tuesday, June 7, 2016, 2:00 p.m.

<i>building</i>	<i>size</i>	<i>pickups</i>	Hartel's/DBJ Disposal Co.	Waste Management
Congdon Park	6	2	\$53.59	\$29.73
Denfeld HS	6	2	\$53.59	\$29.73
Denfeld HS	8	2	\$66.77	\$39.64
PS Stadium	6	on call	\$53.59	\$29.73
East HS	6(2)	3	\$107.18	\$29.73
Stadium	6	on call	\$53.59	\$29.73
Facilities (STC)	6	on call	\$53.59	\$29.73
HOCHS	6	2	\$53.59	\$29.73
Homecroft	6 (2)	1	\$107.18	\$29.73
Lakewood	6(2)	1	\$107.18	\$29.73
Laura MacArthur	6	2	\$53.59	\$29.73
Summer Program	6	2	\$53.59	\$29.73
Lester Park	6	1	\$53.59	\$29.73
Lincoln Park MS	6 (2)	3	\$107.18	\$29.73
Lowell	6	2	\$53.59	\$29.73
Myer-Wilkins	6	3	\$53.59	\$29.73
Ordean East MS	6(2)	3	\$107.18	\$29.73
Piedmont	6	2	\$53.59	\$29.73
Stowe	6	2	\$53.59	\$29.73
Summer Program	6	2	\$53.59	\$29.73
Transportation	4	1	\$41.58	\$19.82
Total Annual Amount (Solid Waste)			\$105,466.28	\$58,550.49

Cardboard Pickup per Container	\$20.00	\$12.00
Total Annual Amount for Cardboard	\$5,000.00	\$3,000.00
Paper Pickup per Container	\$4.25	\$2.70
Total Annual Amount for Paper	\$6,375.00	\$4,050.00
Confidential Pickup per Container	\$30.00	\$12.33
Total Annual Amount for Confidential	\$9,000.00	\$3,699.00
Total Annual Amount (Recycling)	\$20,375.00	\$10,749.00

Total Annual Amount Including Recycling	\$125,841.28	\$69,299.49
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Optional 30 Yard Roll-Off	per dump	\$368.00
	daily charge	\$0.00

COMPARISON - REFUSE REMOVAL AND RECYCLING SERVICES - July 1, 2016 through June 30, 2017

building	change from FY16	FY17 - Quote #4239		FY16 - 2nd year		FY15 Quote #4171		FY14 - 3rd Year		FY13 - 2nd Year		FY12 Bid #1208	
		cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount
Central Summer Program												\$23.70	\$568.80
Congdon Park	31.5%	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80			\$23.70	\$1,896.00
Denfeld HS	31.5%	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$4,932.00	\$24.25	\$4,850.00	\$23.70	\$4,740.00
Denfeld HS	31.5%	\$39.64	\$3,171.33	\$30.14	\$2,411.07	\$29.84	\$2,387.20						
PS Stadium	31.5%	\$29.73	\$1,545.96	\$22.60	\$1,175.40	\$22.38	\$1,163.76	\$24.66	\$1,282.32	\$24.25	\$1,261.00	\$23.70	\$1,232.40
East HS	31.5%	\$29.73	\$7,135.49	\$22.60	\$5,424.91	\$22.38	\$5,371.20	\$24.66	\$4,932.00	\$24.25	\$4,850.00	\$23.70	\$4,740.00
Stadium	31.5%	\$29.73	\$1,545.96	\$22.60	\$1,175.40	\$22.38	\$1,163.76						
Facilities (STC Upper)	31.5%	\$29.73	\$1,545.96	\$22.60	\$1,175.40	\$22.38	\$1,163.76	\$24.66	\$1,282.32	\$24.25	\$1,261.00	\$15.80	\$821.60
HOCHS	31.5%	\$29.73	\$3,092.04	\$22.60	\$2,350.80	\$22.38	\$2,327.52	\$24.66	\$2,564.64	\$24.25	\$2,522.00	\$23.70	\$2,464.80
Homecroft	31.5%	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$1,940.00	\$23.70	\$1,896.00
Lakewood	31.5%	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$1,940.00	\$23.70	\$1,896.00
Laura MacArthur	31.5%	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$2,910.00	\$23.70	\$2,844.00
Summer Program	31.5%	\$29.73	\$713.55	\$22.60	\$542.49	\$22.38	\$537.12	\$24.66	\$591.84	\$24.25	\$582.00	\$23.70	\$568.80
Lester Park	31.5%	\$29.73	\$1,189.25	\$22.60	\$904.15	\$22.38	\$895.20	\$24.66	\$986.40	\$24.25	\$970.00	\$23.70	\$948.00
Summer Program												\$23.70	\$568.80
Lincoln Park MS	31.5%	\$29.73	\$7,135.49	\$22.60	\$5,424.91	\$22.38	\$5,371.20	\$24.66	\$2,959.20				
Lowell	31.5%	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$2,910.00	\$23.70	\$2,844.00
Morgan Park (sold)												\$23.70	\$3,792.00
Summer Program												\$23.70	\$568.80
Myers-Wilkins	31.5%	\$29.73	\$3,567.74	\$22.60	\$2,712.46	\$22.38	\$2,685.60	\$24.66	\$2,959.20			\$23.70	\$2,844.00
Nettleton (closed)										\$24.25	\$2,910.00	\$23.70	\$2,844.00
Summer Program										\$24.25	\$582.00	\$23.70	\$568.80
Ordean East MS	31.5%	\$29.73	\$7,135.49	\$22.60	\$5,424.91	\$22.38	\$5,371.20	\$24.25	\$5,820.00	\$23.70	\$5,688.00	\$25.45	\$6,108.00
Piedmont	31.5%	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$2,910.00	\$23.70	\$2,844.00
Stowe	31.5%	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$986.40	\$24.25	\$970.00	\$23.70	\$948.00
Summer Program	31.5%	\$29.73	\$713.55	\$22.60	\$542.49	\$22.38	\$537.12	\$24.66	\$295.92	\$24.25	\$582.00	\$23.70	\$568.80
Transportation	24.2%	\$19.82	\$1,030.68	\$15.96	\$829.82	\$15.80	\$821.60	\$16.44	\$854.88	\$16.16	\$840.32	\$15.80	\$821.60
Woodland (sold)										\$24.25	\$2,910.00	\$23.70	\$2,844.00
Total Annual Amount	31.4%		\$58,550.49		\$44,560.61		\$44,119.44		\$42,283.92		\$43,388.32		\$52,781.20
Cardboard Recycling	100.0%	\$12.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paper Recycling	100.0%	\$2.70	\$4,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Confidential Recycling	100.0%	\$12.33	\$3,699.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.04	\$313.04	\$1.02	\$306.90	\$1.00	\$300.00
Total Annual Amount	100.0%		\$10,749.00		\$0.00		\$0.00		\$313.04		\$306.90		\$300.00
Total Annual Amount (All)	55.5%		\$69,299.49		\$44,560.61		\$44,119.44		\$42,596.96		\$43,695.22		\$53,081.20
Optional 30 Yard Roll-Off													

Memorandum

**To: Bill Hanson
School Board Members**

From: Kerry M. Leider



Date: June 9, 2016

Re: Quote #4240 – Carpentry Labor

Quotes were solicited from eight (8) contractors for the District-wide Carpentry Labor. Two quotes were received in response to the School District's request for quotes covering the period from July 1, 2016 through June 30, 2017. Donald Holm Construction Company, Inc., 3211 West 3rd Street, Duluth, MN 55806 submitted the lowest responsible quote with an estimated value of \$28,137.00.

It is recommended the Duluth School Board approve entering into a contract with Donald Holm Construction Company, Inc. to complete the work defined in Quote #4240 –District-wide Carpentry Labor, for a total estimated value of \$28,137.00.

It is further recommended the Duluth School Board approve two (2) additional contract extension options through June 30, 2019, 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

COMPARISON**CARPENTRY LABOR**

July 1, 2016 through June 30, 2017

	change from FY16	FY17 Quote 4240	FY16 Quote 4164 2nd Year	FY15 Quote 4164	FY14 Quote 4074 3rd Year	FY13 Quote 4074 2nd Year	FY12 Quote 4074	19 month FY11 Bid #1133-1
Foreman	1.8%	\$65.94	\$64.79	\$63.62	\$62.60	\$61.55	\$60.06	\$56.73
Journeyman	1.9%	\$62.96	\$61.80	\$60.59	\$59.47	\$58.48	\$57.04	\$54.13
Apprentice level 8 (96%)	1.2%	\$61.64	\$60.92	\$58.91	\$58.90	\$57.91	\$56.50	\$52.82
Apprentice level 7 (92%)	1.2%	\$59.84	\$59.12	\$57.23	\$57.23	\$56.27	\$54.90	\$51.52
Apprentice level 6 (87%)	1.3%	\$57.62	\$56.88	\$55.15	\$55.14	\$54.22	\$52.90	\$49.89
Apprentice level 5 (82%)	1.4%	\$55.40	\$54.64	\$53.05	\$53.07	\$52.18	\$50.91	\$48.25
Apprentice level 4 (77%)	1.5%	\$53.18	\$52.40	\$50.95	\$50.99	\$50.13	\$48.91	\$46.63
Apprentice level 3 (72%)	1.5%	\$50.94	\$50.18	\$48.87	\$48.91	\$48.09	\$46.92	\$44.99
Apprentice level 2 (67%)	1.6%	\$48.72	\$47.94	\$46.77	\$46.83	\$46.04	\$44.92	\$43.36
Apprentice level 1 (62%)	1.8%	\$46.50	\$45.70	\$44.68	\$44.75	\$44.00	\$42.93	\$41.72
Foreman OVERTIME		\$89.66		\$87.05	\$85.61	\$84.18	\$82.13	\$75.93
Journeyman OVERTIME		\$85.20		\$82.51	\$80.88	\$79.53	\$77.59	\$72.04
Apprentice level 8 (96%) OVERTIME		\$83.20		\$80.00	\$79.89	\$78.56	\$76.64	\$70.07
Apprentice level 7 (92%) OVERTIME		\$80.54		\$77.49	\$77.39	\$76.10	\$74.24	\$68.13
Apprentice level 6 (87%) OVERTIME		\$77.19		\$74.34	\$74.26	\$73.02	\$71.24	\$65.68
Apprentice level 5 (82%) OVERTIME		\$73.85		\$71.20	\$71.15	\$69.96	\$68.25	\$63.22
Apprentice level 4 (77%) OVERTIME		\$70.52		\$68.06	\$68.02	\$66.88	\$65.25	\$60.79
Apprentice level 3 (72%) OVERTIME		\$67.18		\$64.92	\$64.89	\$63.81	\$62.25	\$58.34
Apprentice level 2 (67%) OVERTIME		\$63.84		\$61.78	\$61.77	\$60.74	\$59.26	\$55.88
Apprentice level 1 (62%) OVERTIME		\$60.51		\$58.64	\$58.65	\$57.67	\$56.26	\$53.43
Estimated Total Amount (500 hours)		\$28,137.00	\$24,720.00	\$24,236.00	\$23,788.00	\$23,392.00	\$22,816.00	\$21,652.00

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minn. Stat. §§ 123B.88 and 123B.92 when applicable. (Minn. Stat. § 123B.86, Subd. 1)
- B. Upon the request of a parent or guardian, the school district shall provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation shall be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (Minn. Stat. § 123B.88, Subd. 1; Minn. Stat. § 123B.86, Subd. 2(a))
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. (Minn. Stat. § 123B.86, Subd. 2(b))
- D. The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school. (Minn. Stat. § 123B.44, Subd. 1)
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other

matter relating thereto shall be within the sole discretion, control, and management of the school district. (Minn. Stat. § 123B.86, Subd. 3; Minn. Stat. § 123B.91, Subd. 1a)

- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

IV. SPECIAL EDUCATION/DISABLED STUDENTS

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (Minn. Stat. § 125A.18)
- B. Disabled students whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport disabled students on the basis of the handicapping condition and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1)
- C. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- D. Any parent of a disabled student who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References: Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
 Minn. Stat. § 123B.84 (Policy)
 Minn. Stat. § 123B.86 (Equal Treatment)
 Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
 Minn. Stat. § 123B.91, Subd. 1a (Compliance by Nonpublic and Charter School Students)
 Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
 Minn. Stat. Ch. 125A (Children With a Disability)
 Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
 Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
 Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
 Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
 Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
 Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
 Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
 Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
 Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References: MSBA/MASA Model Policy 707 (Transportation of Public School Students)
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
 MSBA Service Manual, Chapter 2, Transportation

First Reading: 06-21-2016

Adopted: 07-19-2016 ISD709

711 VIDEO RECORDING ON SCHOOL BUSES

I. PURPOSE

The transportation of students to and from school is an important function of the school district, and transportation by the school district is a privilege and not a right for an eligible student. The behavior of students and employees on the bus is a significant factor in the safety and efficiency of school bus transportation. Student and employee misbehavior increases the potential risks of injury. Therefore, the school district believes that video recording student passengers and employees on the school bus will encourage good behavior and, as a result, promote safety. The purpose of this policy is to establish a school bus video recording system.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. Each and every school bus owned, leased, contracted, and/or operated by the school district shall ***have the ability to*** be equipped ~~with a fully enclosed box~~ for placement and operation of a video camera and ***have*** conspicuously placed signs notifying riders that their conversations or actions may be recorded.
2. A video camera will not necessarily be installed in each and every school bus owned, leased, contracted, and/or operated by the school district, but cameras may be rotated from bus to bus without prior notice to students.
3. Video cameras will be placed on a particular school bus, to the extent possible, where the school district has received complaints of inappropriate behavior.

B. Use of Video Recordings

1. A video recording of the actions of student passengers and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct on the bus.
2. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and the rules and/or regulations promulgated thereunder.
3. Video recordings will be viewed by school district personnel on a random basis and/or when discipline problems on the bus have been brought to the attention of the school district.
4. A video recording will be retained by the school district until relooped or until the conclusion of disciplinary proceedings in which the video recording is used for evidence.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 121A.585 (Notice of Recording Device)
 Minn. Stat. § 138.17 (Government Records, Administration)
 Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

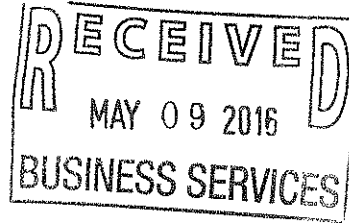
Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASAModel Policy 709 (Student Transportation Safety Policy)
 MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)
 MSBA Service Manual, Chapter 2, Transportation

First Reading: 06-21-2016

Adopted: 07-19-2016 ISD709



May 5, 2016



Mr. William Hanson
Director of Business Services
Independent School District 709
215 North 1st Avenue East
Duluth, MN 55802

RE: Extension of terms as defined in the SECOND ADDENDUM TO PROGRAM AGREEMENT
DULUTH HERITAGE SPORTS CENTER – DULUTH SCHOOL DISTRICT

Dear Bill,

We have been informed that, in accordance with paragraph 6 the Second Addendum To Program Agreement - Duluth Heritage Sports Center – Duluth School District, you wish to extend the expiration date of that Second Addendum from September 1, 2016 to June 30, 2017, without any additional changes in the terms and conditions defined within that Second Agreement.

We have also been informed that the Duluth Amateur Hockey Association also wishes to extend this Agreement and will provide their consent to this extension.

Please confirm this understanding by affixing your signature below and return it to me on or before June 15, 2015

Sincerely
Duluth Heritage Sports Center

Gerald R. DeMeo
President/CEO

We agree to extend the term of expiration for the Second Addendum To Program Agreement - Duluth Heritage Sports Center – Duluth School District from September 1, 2016 to June 30, 2017 We understand that all other terms and conditions within said Second Agreement continue in full force and effect until such time as said Second Agreement shall expire.

INDEPENDENT SCHOOL DISTRICT 709
Duluth, Minnesota

By: _____
Its: _____

Consent

The Duluth Amateur Hockey Association, Inc. hereby consents to the foregoing extension of the Second Addendum to Program Agreement between Duluth Heritage Sports Center and Independent School District 709, Duluth, Minnesota. To the extent the foregoing and attached Second Addendum has the effect of modifying that certain Program Agreement between Duluth Heritage Sports Center and Duluth Amateur Hockey Association, Inc.; the undersigned hereby consents and agrees to such modification.

DULUTH AMATEUR HOCKEY ASSOCIATION, INC.
Duluth, Minnesota

By: _____
Its: _____

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
Lincoln		Target	None	100.00
Lincoln		Target	None	65.07
Lincoln		Irving Community Association	Art Class	500.00
Lincoln		Choir Concert Donations	Choir Class	406.00
Lincoln		Orchestra Concert Donations	Orchestra Class	79.00
Laura MacArthur		McDonalds	None	453.15
Laura MacArthur	General Mills	Boxtops for Education	None	1,163.70
Laura MacArthur		Target	None	553.86
Laura MacArthur	Your Cause	Corporate Employee Giving Prog	None	10.00
Laura MacArthur		Various staff members	5th grad -wolf ridge	320.00
Laura MacArthur		Duluth Curling Club	5th grade - wolf ridge	200.00
Laura MacArthur		Various staff members	5th grade - wolf ridge	50.00
Laura MacArthur		Children's Discovery Museum	Kindergarten - busses	300.00
Lester Park		Lester Park Foundation	None	62.74
Lester Park		Lester Park Foundation	None	2,139.94
Homecroft		Target	None	400.00
Homecroft		Target	None	208.89
Denfeld		Joan Lancour and Kenneth Wilcox	Track	40.00
Denfeld		Melvin and Sheila Seppi Rosholt	Track	100.00
Denfeld	Mary Lou Johnson	In Memoriam - Jim Johnson	Band	200.00
Denfeld	Jim and Laurie	Knapp	Speech Team	100.00
		TOTAL		7,452.35

RESOLUTION**Adoption of the Fiscal Year 2017 Budget**

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County, State of Minnesota, that the fiscal year 2017 budget as presented to the School Board, be adopted.

**2016-2017 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

RESOLVED, that the Governing Board of School District Number 709, County of St. Louis, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high school(s) listed below (name all high schools in the district):

Denfeld High School
Duluth East High School

is/are authorized by this, the Governing Board of said school district or school to:

1. Make new application for membership in the Minnesota State High School League; School Enrollment (9-12):
OR;
 X Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by the Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has reviewed the WHY WE PLAY training video which defines the purpose of education-based athletic and activity programs and will assist school communities in communicating a shared-common language as it relates to the value of these said programs.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: _____ Signed: _____
Clerk/Secretary - Local Governing Board Superintendent or Head of School

Date: _____ Date: _____

District Office Address, City, Zip: ISD 709, 215 N. 1st Ave. E., Duluth, MN 55802

School Superintendent's Phone: 218-336-8752 School Superintendent's Email: william.gronseth@isd709.org

RETURN ONE COPY TO THE MSHSL NOT LATER THAN SEPTEMBER 1, 2016
Retain one copy for the school files.

2016-2017 RESOLUTION FOR MEMBERSHIP

(over)

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the schools membership in the MSHSL.

Please complete and return this form with your school's 2016-2017 Resolution for Membership. If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

Duluth East High School

Name of School (Please Print)

VOTE ON BEHALF OF THE HIGH SCHOOL

David Kirby

Shawn Roed, Activities Director

Designated School Board Member
(Please Print)

Designated School Representative
(Please Print)

David.Kirby@isd709.org

Shawn.Roed@isd709.org

Email Address

Email Address

ACTIVITY REPRESENTATIVES

Shawn Roed

Shawn Roed

Boys' Sports
(Please Print)

Girls' Sports
(Please Print)

Greg Jones

Jerome Upton

Speech
(Please Print)

Music
(Please Print)

Shawn Roed

*Mailing Representative (Please Print)

* The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings or email messages.

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208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the schools membership in the MSHSL.

Please complete and return this form with your school's 2016-2017 Resolution for Membership. If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

Denfeld High School

Name of School (Please Print)

VOTE ON BEHALF OF THE HIGH SCHOOL

David Kirby

Tom Pearson, Activities Director

Designated School Board Member
(Please Print)

Designated School Representative
(Please Print)

David.Kirby@isd709.org

Tom.Pearson@isd709.org

Email Address

Email Address

ACTIVITY REPRESENTATIVES

Tom Pearson

Tom Pearson

Boys' Sports
(Please Print)

Girls' Sports
(Please Print)
Sandy Boynton

Speech
(Please Print)

Music
(Please Print)

Tom Pearson

*Mailing Representative (Please Print)

* The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings or email messages.

Expenditure Contracts Signed – May 2016

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

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
MasteryConnect	\$14,560.00	General	Software Licenses Laura MacArthur
Duluth & North Shore Railway	520.00	General	Lester Park Field Trip
City of Duluth – Wade Stadium	7,389.00	General	Use of Stadium for Baseball Program
Rupp, Anderson, Squires & Waldspurger	1,500.00	Spec. Serv.	In-Service Administration Legal Topics
Renaissance Learning	4,316.00	General	Hosting Service Annual Subscription
UHL/ABE Software	16,998.00	Facilities	ABE Software Upgrade & Maintenance (5 year subscription)
Kayla Delzer	1,800.00	Technology	Summer Tech Camp Presentation
Carolyn Olson	1,000.00	Grant	NE MN PCAE Regional Center Leadership Team
Amy Giddings	1,000.00	Grant	NE MN PCAE Regional Center Leadership Team
Observation Hill Childcare Center Community Education Preschool	217.00	Spec. Serv.	Student IEP Services
University of Minnesota	639.52	General	Duluth Indian Education Graduation Ceremony – Griggs Center Use and Catering
Dr. Joe Sanfelippo	3,000.00	General	Summer Tech Camp Presentation
Eddie J. Crawford	9,600.00	Spec. Serv.	Contracted Services
Northland Consulting Engineers	4,996.00	Facilities	Additional Parking Lot Civil Engineering Services at HOCHS

SUBSCRIPTION ORDER FORM

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This Subscription Order Form is governed by the Master Terms and Conditions located at <https://www.masteryconnect.com/terms>, which are hereby incorporated by reference (this Subscription Order Form and such Master Terms and Conditions, collectively, the "Agreement"). Capitalized terms not defined in this Subscription Order Form shall carry the meanings ascribed to them in the Master Terms and Conditions. In the event of any conflict between any provisions of the Master Terms and Conditions and this Subscription Order Form, the provisions of this Subscription Order Form shall control to the extent of the conflict. This Agreement is entered into as of the Effective Date specified below between MasteryConnect, Inc. ("MasteryConnect") and the party identified as the customer below ("Customer").

SUBSCRIPTION

START DATE: Date of last signature affixed below

SUBSCRIPTION

TERM (IN MONTHS): 36

FAX: 877.350.6971

CUSTOMER INFORMATION:

Customer: LAURA MACARTHUR ELEMENTARYContact/Title: Nathan Glockle, PrincipalAddress: 727 CENTRAL AVENUE, DULUTH, MN 55807-1304E-mail: nathan.glockle@isd709.orgPhone: (218) 336-8900 , ext. 2141

Billing Contact: Nathan Glockle; nathan.glockle@isd709.org; (218) 336-8900 , ext. 2141

Technical Contact: Nathan Glockle; nathan.glockle@isd709.org; (218) 336-8900 , ext. 2141

SOFTWARE LICENSE INFORMATION: (per student license per year)

Certica Formative Assessment Item Bank Student License - 3 year	\$ <u>10.5</u>	x #	<u>440</u>	= \$	<u>4620</u>
Discount - Item Bank License - Certica	\$ <u>-1.5</u>	x #	<u>440</u>	= \$	<u>-660</u>
MasteryConnect Plus Student License - 3-Year	\$ <u>15</u>	x #	<u>440</u>	= \$	<u>6600</u>

PROFESSIONAL DEVELOPMENT:

Discount - Professional Development On-Site	\$ <u>-750</u>	x #	<u>1</u>	= \$	<u>-750</u>
Professional Development - On-Site - Core - School (up to 30 participants))	\$ <u>2500</u>	x #	<u>1</u>	= \$	<u>2500</u>
Professional Development - Web - Teacher Core	\$ <u>750</u>	x #	<u>3</u>	= \$	<u>2250</u>

TOTAL:

\$ 14560

PRICING AND EXPIRATION: This Agreement guarantees the pricing for 36 months, conditioned upon Customer's commitment to a 36-month initial subscription beginning on the Subscription Start Date (the "Initial Term"). Notwithstanding anything to the contrary in this Agreement, if this Agreement is not executed by Customer on or before May 20, 2016 the terms and conditions set forth herein (including those related to pricing) shall become null and void.

PAYMENT TERMS: Pricing above reflects current Customer enrollment. If Agreement is longer than 12 months, Customer agrees to pay for any increase in student enrollment for subsequent years. All prices above in USD. All payment obligations are non-cancelable and all amounts paid are nonrefundable. MasteryConnect shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. Payment is due upon Effective Date, unless otherwise specified below.

\$6,020 Due by July 1, 2016

\$4,270 Due by July 1, 2017

\$4,270 Due by July 1, 2018

Total 3 Year investment: \$14,560

OVERDUE CHARGES: If payment for any invoiced amount is not received by MasteryConnect by the due date, then without limiting MasteryConnect's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.


TERMINATION FOR NON-APPROPRIATIONS: Customer may terminate this contract, in whole or in part due to insufficient funding within thirty (30) calendar days of the end of the then current fiscal funding year by providing written notice to MasteryConnect. Customer must provide MasteryConnect written proof showing that it has not been appropriated funds for such term, and must not appropriate funds for Services the same as or similar to the

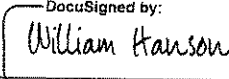
Services provided in this Agreement, for the remainder of the term of this Agreement. Customer shall pay for the services rendered up to the date of the termination notice.

IN WITNESS WHEREOF, the parties acknowledge that they've read and understood the Master Terms and Conditions located at <https://www.masteryconnect.com/terms>, and have executed this Agreement as of the Effective Date.

MASTERYCONNECT

CUSTOMER

By: 
Name: Cory Reid
Title: CEO
Date: 5/24/2016

By (Authorized): 
Name: william Hanson
Title: CFO
Date: 5/24/2016

CONSUMER DISCLOSURE

From time to time, masteryconnect, inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the **I agree** button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign **Withdraw Consent** form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please

also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact masteryconnect, inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cory@masteryconnect.com

To advise masteryconnect, inc of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cory@masteryconnect.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from masteryconnect, inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cory@masteryconnect.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with masteryconnect, inc

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cory@masteryconnect.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 [™] or WindowsXP [™]
Browsers (for SENDERS):	Internet Explorer 6.0 [™] or above
Browsers (for SIGNERS):	Internet Explorer 6.0 [™] , Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security
Settings:

ò Allow per session cookies
ò Users accessing the internet behind a Proxy Server must enable HTTP 1.1
settings via proxy connection

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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the æI agreeÆ button below.

By checking the æI AgreeÆ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify masteryconnect, inc as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by masteryconnect, inc during the course of my relationship with you.

Print

Close



Duluth & North Shore Railway, Inc.
d.b.a. North Shore Scenic Railroad
506 West Michigan Street Duluth, MN 55802
(800)423-1273 (218)722-1273
Fax (218)733-7596
E-mail info@northshorescenicrailroad.org

2015 CHARTER CONTRACT

This contract is made between the DULUTH & NORTH SHORE RAILWAY, Inc d.b.a. NORTH SHORE SCENIC RAILROAD (NSSR) (hereafter called Operator) and Lester Park Elementary (hereafter called Chartering Party). The Chartering Party's authorized representative is Patricia Isbell, (218) 336-8875.

TERMS OF CHARTER

In consideration of payments made and performance herein specified on the part of the Chartering Party, the Operator shall provide rolling stock and crew for the benefit of the Chartering Party excursion. The Conductor shall be responsible for the operation of the rolling stock that the Operator warrants to be rail worthy. The train excursion will depart from: 52nd and Superior Street. On May 28th, 2016 at 8:30am the Operator will provide an excursion for the Chartering Party. The rolling stock (train) will be used exclusively for the transportation of passengers on a pleasure excursion on the Lake Front Line. The rolling stock of coach seating for no more than 85 persons (flat rate fee for train) will be available for the purpose of loading and unloading passenger's ten minutes prior and ten minutes following the chartered time without additional charge. The Operator reserves the right to substitute the rolling stock, but will usually notify the Chartering Party. Trains are subject to delays at no fault to the Operator. The total number of passengers is estimated to be 80 people and will be finalized by date 10 business days prior to excursion dates. Estimated schedule is as follows:

- 8:30am Get on train in Lakeside and ride to Depot (we need to pickout the exact spot)
- 9:30 Underground Theater Performance - we'll arrive about 9:10am on the train (This part is coordinated with Duluth Playhouse)
- 10:45 Lunch in the Great Hall or a location TBD in Depot (or on your own at Bayfront)
- 11:35 Tour the Trains
- 12:30 Take train back to Lakeside (pending return of previous train, which arrives at 12:30)

FEES

The Chartering Party agrees to pay the total sum of ~~\$320~~ this is a price of: \$200 for the train, discounted by \$300 to supplement the buss costs. As well as \$4 per student for the museum x 80 = \$320. This amount could fluctuate and will be finalized atleast 24 hours before the event date. This cost includes a roundtrip excursion to Duluth Depot.

DEPOSIT

A signed copy of this contract must be returned. The deposit of \$260 (1/2 total costs) is due within 3 months of the charter event. The remaining amount is due upon arrival prior to departure. Failure by the Chartering Party to return a signed copy of this agreement and the deposit by the due date will result in the cancellation of the reservation date at the sole discretion of the Operator without notification to the Chartering Party.

PAYMENT

Total fees as indicated above are due and payable in full before boarding will begin unless prior arrangements are made and approved in writing by the Business Manager of the North Shore Scenic Railroad.

CANCELLATION & REFUNDS

The Chartering Party must cancel the reserved excursion within 10 business days prior to departure to receive ninety percent reimbursement of deposit. Any cancellation made after 10 business days prior to departure will result in forfeiture of the entire deposit. Full refund of the initial deposit plus any additional payments will be made on account of equipment breakdown, lay up for repairs or any other occurrence which causes the Operator to cancel the excursion. The Chartering Party releases the Operator from any damage resulting from such cancellation. In the case of difficulty the Operator reserves the option to furnish the Chartering Party with substitute equipment and/or rolling stock. The initial damage deposit will be refunded by mail within 10 days of the charter date providing no damage occurred to the rolling stock or other equipment by the Chartering Party, its members or guests. Damage in excess of the damage deposit will be the responsibility of the Chartering Party.

CONDITIONS

The Chartering Party assumes responsibility for the maintenance of order and the conduct of passengers aboard the rolling stock during the terms of this excursion and shall not engage in or permit guests brought aboard the rolling stock by the Chartering Party to engage in any unlawful acts or to cause damage to any of the Operators equipment. The Chartering Party agrees to indemnify and hold the Operator harmless from any loss or claim of loss or damage which the Operator might incur as a result of failure by the Chartering Party to observe the conditions of this agreement. Any violation of this Charter Agreement by the Chartering Party shall enable the Operator to terminate this agreement. If such a violation occurs while the rolling stock is underway, the Operator may proceed immediately to the station and all passengers will disembark. A termination of this agreement while underway shall result in the forfeiture of the Charter fee and in some cases results in additional penalty fees for broken or damaged equipment. Any extension of the Charter period, once the excursion is underway, shall be made only with the consent of the Business and Operations Managers.

Bill Hanson
 CHARTERING PARTY AGENT signature
Bill Hanson, CFO
 CHARTERING PARTY AGENT print name

 NORTH SHORE SCENIC RAILROAD AGENT
Josh Miller, Station Manager
 NSSR AGENT print name

Date: 5/24/16

Date: 5/9/2016

Please SIGN & RETURN a copy of this contract within 10 business days.

**WADE STADIUM
NON-EXCLUSIVE
USE AGREEMENT**

THIS AGREEMENT, by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter known as the "City," and Independent School District #709 – Denfeld High School, hereinafter referred to as "User Group."

WHEREAS, City is the owner of a baseball stadium facility located generally at 34th Avenue West and Second Street in the City of Duluth, St. Louis County, Minnesota, commonly known as "Wade Stadium," which includes a walled baseball field, dugouts, bullpens, parking, and a grandstand that contains public seating and washrooms and ticketing facilities. Wade Stadium and the foregoing amenities are shown on the attached Exhibit A and are collectively hereinafter referred to as the "Stadium."

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

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

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

1. ADMINISTRATION.

For purposes of administering this Agreement, the City shall act through its Manager of Parks and Recreation or designee (the "Manager"). User Group shall act through its Athletic Director or designee.

2. GRANT OF RIGHTS.

a. Subject to the terms and conditions of this Agreement, City hereby grants to User Group during the right to use the Stadium and facilities described herein, together with one (1) stationary batting cage, one (1) portable batting cage and automatic scoreboard and public address sound system, hereinafter collectively referred to as the "Equipment," for the playing of baseball and other activities connected with baseball. The use of the Stadium shall not include access to or the use of concession areas in the Stadium's grandstand area, nor the locker rooms.

b. User Group accepts that City grants the use of the Stadium without warranty of any kind, express or implied, of its fitness for User Group's use or suitability for a particular purpose and User Group accepts the premises "as is."

3. USE OF STADIUM.

- a. User Group may only use Stadium for baseball.
- b. No later than February 1, 2016, User Group shall provide to City its proposed use schedule of the Stadium and field facilities for games and practices during the upcoming season. No later than March 1, 2016, City shall furnish to User Group an anticipated schedule for the dates and times when User Group will be allowed to use the Stadium ("User Group Schedule"). A copy of User Group Schedule is attached to this Agreement as Exhibit B. City may modify the schedule as it deems appropriate or necessary including reducing or increasing the times or dates when User Group will be entitled to use the Stadium. User Group agrees to work with the other user groups to coordinate, when possible, to ensure optimum use of the Stadium, and adjoining facilities.
- c. City shall have ultimate control of the scheduling of various users of the Stadium. User Group agrees that it will use the Stadium only in conformance with the schedule for the use thereof approved by the City.
- d. User Group agrees that it will provide supervision of its program participants and spectators by an adult User Group representative competently trained as appropriate for the activity.
- e. User Group is authorized to use the existing automatic scoreboard and public address sound system at the Stadium during times immediately before, during, and after baseball games played by User Group at the Stadium. Prior to any use of said equipment, User Group shall provide to the City the names of persons it intends to operate the scoreboard and sound system for his or her approval together with evidence of their qualifications to properly operate it. User Group shall allow only persons who have been previously approved in writing by the City to operate the scoreboard and sound system. User Group shall be responsible for turning off the scoreboard and sound system used by it after each use, for returning to its proper place of storage and for securing it.
- f. All Equipment used by User Group shall be used in accordance with its design and intended use and shall be responsible for any damage occurring during User Group's use.
- g. User Group agrees to comply with the Usage Guidelines attached to this Agreement as Exhibit C. City reserves the right to modify the Usage Guidelines in writing from time to time and will provide User Group with the modified Usage Guidelines that shall be binding upon User Group. User Group shall provide its game opponent with a copy of the Usage Guidelines and shall use best efforts to ensure its opponent's compliance. User Group shall be responsible for any damage caused by or resulting from the opposing team.
- h. User Group specifically agrees that, in its use of the playing field and related areas, it will follow best practices to appropriately utilize said facilities and, in particular, will use its best efforts to minimize or eliminate to the extent practical any damage to the field and related areas.

i. User Group shall insure that the Stadium is kept clean and in an orderly condition and that all paper, garbage, and other debris has been picked up and is deposited in the appropriate receptacles.

j. User Group shall promptly notify the City in writing of any incident of injury or loss or damage to the Stadium of City or any User Group participants or invitees occurring within the premises during its use of the facilities. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit D.

4. FEE AND REFUNDS.

a. A copy of the City's current Fee Schedule is attached as Exhibit E. User Group will pay the City the total use fee of Seven Thousand Three Hundred and Eighty-nine and no/100th Dollars (\$7,389.00) as outlined on Exhibit B (the "Usage Fee"). User Group will pay the Usage Fee in full on or before April 30, 2016, rental payments shall be deposited in Fund 210, Agency 030, Organization 3190, Revenue Source 4625-04. Such rental payments shall be due absolutely without right of set-off or any other reduction for any reason whatsoever. User Group agrees to pay interest at a rate of 1.5% per month (18% per annum), on all past due balances due to the City. User Group agrees to pay any collection costs, including but not limited to court costs, collection fees, and attorney' fees.

b. In case of inclement weather, User Group may not use or occupy Stadium. If the Stadium is closed by City due to inclement weather, then User Group shall be entitled to a refund as set forth in the Cancellation Policy attached as Exhibit F. City shall have final authority to determine inclement weather requiring Stadium closure.

5. TERM.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2016, and expire on June 30, 2016, unless sooner terminated as provided for herein.

6. TERMINATION.

a. **WITHOUT CAUSE.** City may terminate this Agreement without cause by providing at least thirty (30) calendar days' written notice to User Group.

b. **FOR CAUSE.** City may terminate this Agreement for the material breach by User Group of any provision of this Agreement, including its Exhibits, if such breach is not cured to the satisfaction of City within seven days of delivery of a written notice by City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach.

c. **IMMEDIATELY BY CITY.** City may terminate this Agreement immediately on notice to User Group if City believes in good faith that the health, welfare, or safety of Stadium, occupants, or neighbors would be placed in immediate jeopardy by the continuation User Group's operations.

d. **SURRENDER POSSESSION.** Upon termination of this Agreement, User Group agrees to surrender possession of Stadium to City in as good condition and state of repair as said Stadium were in at the time User Group took possession, acts of God excepted.

7. INSURANCE.

a. During the term of this Agreement, User Group shall have such coverage as will protect User Group and the City against risk of loss or damage to the Stadium and against claims that may arise or result from the maintenance and use of the Stadium during the Agreement Term. User Group shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for Stadium damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. User Group shall provide to City Certificates of Insurance evidencing said. The Certificates of Insurance shall name City as additional insured.

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

8. HOLD HARMLESS AND INDEMNIFICATION.

a. User Group hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or User Group, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of User Group arising out of, related to or associated with the use, management, maintenance or operation of the premises by User Group or performance of its obligations under this Agreement.

b. User Group will indemnify the City for any damage to any City property at Stadium caused by User Group, its agents, volunteers, employees, and invitees.

9. INDEPENDENT RELATIONSHIP.

a. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting User Group as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

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

10. RECORDS RETENTION.

User Group agrees to maintain all Stadium records during this Agreement and for six (6) years after its termination or expiration.

11. GOVERNMENT DATA PRACTICES.

User Group shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by User Group under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by User Group. If User Group receives a request to release the data referred to in this clause, User Group must immediately notify the City and consult with the City as to how User Group should respond to the request. User Group agrees to hold the City, its officers, and employees harmless from any claims resulting from the User Group's unlawful disclosure or use of data protected under state and federal laws.

12. NOTICES.

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

City of Duluth
 Attn: Parks and Recreation Manager
 411 W. First Street, Ground Floor
 Duluth, Minnesota 55802

ISD 709 - Denfeld High School
 Attn: Athletic Director
 4405 W. 4th Street
 Duluth, Minnesota 55807

13. CITY ACCESS.

a. User Group shall permit the City, and its designees, to access and inspect the Stadium at any time. User Group shall not change the locks or otherwise prohibit or inhibit City access to any portion of the Stadium.

b. City shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. User Group shall comply with City's Key Control Policy, a copy of which shall be provided to Agency, and is subject to unilateral change by City during this Agreement.

c. User Group shall not make copies of Stadium keys. All keys shall be promptly returned to the City upon termination or expiration of this Agreement.

14. GENERAL TERMS AND CONDITIONS.

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

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

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

d. User Group agrees that it shall neither assign nor transfer any rights or obligations under this Agreement.

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

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

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

h. This Agreement and Exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior negotiations, understandings or agreements.

i. There are no representations, warranties or stipulations, either oral or written, not herein contained.

j. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

[Remainder of this page intentionally left blank.]

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

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT #709

By: _____
Mayor

By: W. C. Hanson

Attest: _____
City Clerk

Its: CFD

Dated: 5/9/16

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A

WADE STADIUM
DULUTH, MN

- KEY
- A - Advertising Space⁷⁵
 - B - Playing Field
 - C - Stadium Grandstand
 - D - Joint Use Facilities
 - E - Storage Area
 - F - Huskie's Office Space
 - G - Locker Rooms
 - H - Concession Area

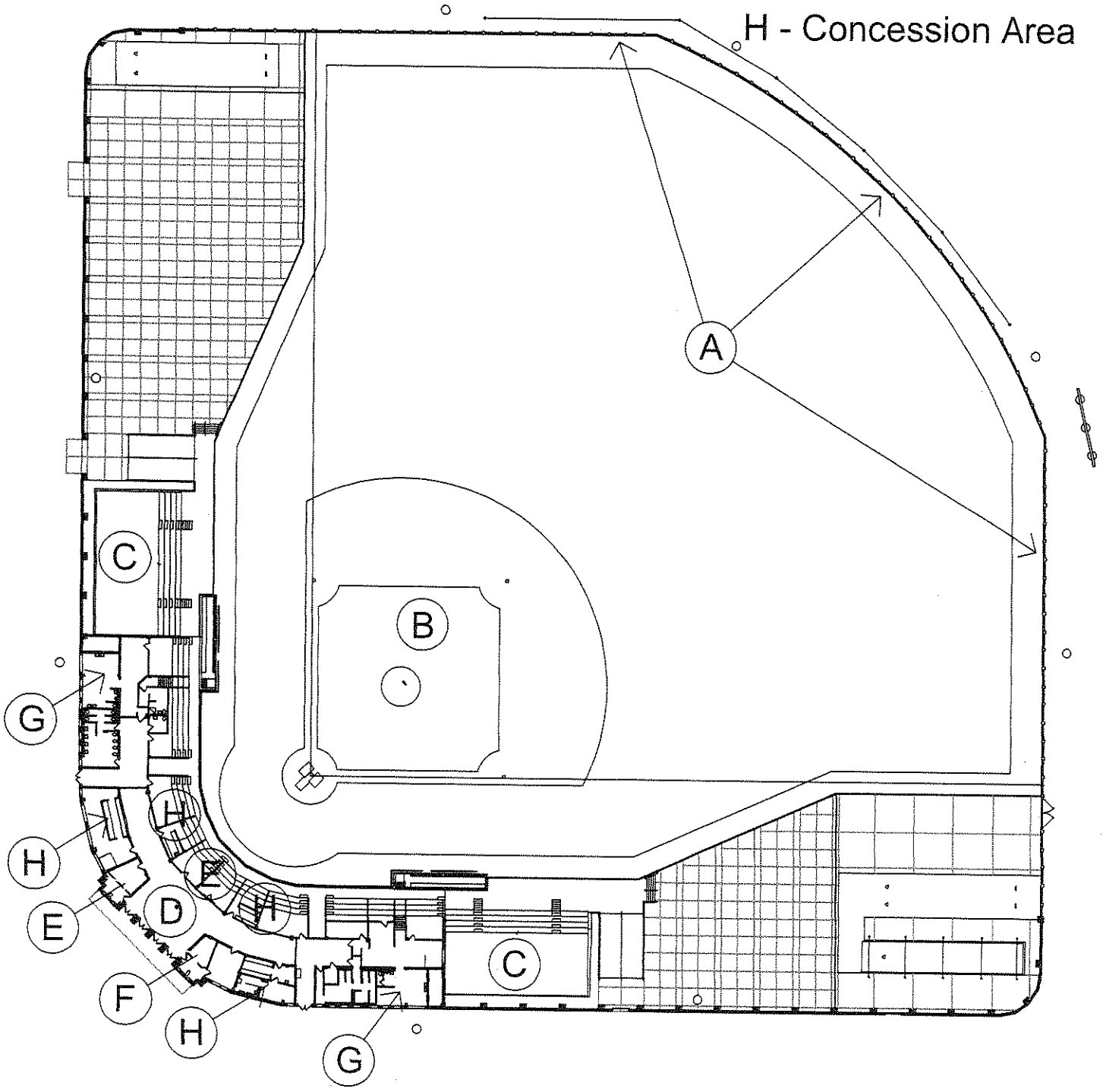


EXHIBIT B

Denfeld Baseball Invoice

3/26/2016	Practice	11am-1pm	\$150.00
3/31/2016	Practice	7pm-9pm	\$150.00
4/4/2016	Practice	4pm-7pm	\$225.00
4/5/2016	Practice	field 5	\$25.00
4/6/2016	Practice	field 5	\$25.00
4/7/2016	Practice	7pm-9pm	\$150.00
4/8/2016	Practice	7pm-9pm	\$150.00
4/11/2016	Practice	7pm-9pm	\$150.00
4/12/2016	Practice	field 5	\$25.00
4/13/2016	Practice	7pm-9pm	\$150.00
4/14/2016	Game		\$205.00
	Game	field 5	\$25.00
4/15/2016	Practice	7pm-9pm	\$150.00
4/18/2016	Practice	field 5	\$25.00
4/20/2016	Practice	4pm-6pm	\$150.00
4/22/2016	Practice	7pm-9pm	\$150.00
4/23/2016	Game DH		\$380.00
4/25/2016	Practice	field 5	\$25.00
4/26/2016	Practice	6pm-8pm	\$150.00
4/27/2016	Practice	field 5	\$25.00
4/29/2016	Practice	7pm-9pm	\$150.00
5/2/2016	Game DH		\$380.00
5/4/2016	Practice	4pm-6pm	\$150.00
5/6/2016	Game		\$205.00
	Game	field 5	\$25.00
5/7/2016	Practice	field 5	\$25.00
5/9/2016	Practice	field 5	\$25.00
5/10/2016	Game		\$205.00
	Game	field 5	\$25.00
	lights	field 5 2hr	\$120.00
5/11/2016	Practice	field 5	\$25.00
5/12/2016	Practice	field 5	\$25.00
5/14/2016	Practice	field 5	\$25.00
5/16/2016	Game DH		\$380.00
5/17/2016	practice	4pm-8pm	\$300.00
5/18/2016	Practice	4:30pm-7:30pm	\$225.00
5/19/2016	Practice	4pm-6pm	\$150.00
5/20/2016	Game		\$205.00
5/21/2016	Practice	4pm-6pm	\$150.00
5/24/2016	Game		\$205.00
	Game	field 5	\$25.00
5/25/2016	Game DH		\$380.00
5/26/2016	Practice	field 5	\$25.00
5/27/2016	Practice	4pm-6pm	\$150.00
5/28/2016	Practice	4pm-6pm	\$150.00
5/30/2016	Practice	4pm-6pm	\$150.00
6/1/2016	Practice	4pm-6pm	\$110.00
6/3/2016	Practice	4pm-6pm	\$110.00
6/11/2016	Practice	field 5	\$25.00
6/13/2016	Practice	field 5	\$25.00
6/14/2016	Practice	field 5	\$25.00
6/15/2016	Practice	field 5	\$25.00
	Total		\$6,685.00

Denfeld Softball Invoice

4/4/2016	Practice	Field 6/7	\$50.00
4/5/2016	Practice	Field 6/7	\$50.00
4/6/2016	Practice	Field 6/7	\$50.00
4/8/2016	Practice	Field 6/7	\$50.00
4/11/2016	Practice	Field 6/7	\$50.00
4/12/2016	Practice	Field 6/7	\$50.00
4/13/2016	Practice	Field 6/7	\$50.00
4/14/2016	Practice	Field 6	\$25.00
4/18/2016	Practice	Field 6	\$25.00
4/20/2016	Practice	Field 6/7	\$50.00
4/21/2016	Game	Field 6/7	\$50.00
4/25/2016	Practice	Field 6/7	\$50.00
4/26/2016	Game	Field 6/7	\$50.00
4/27/2016	Practice	Field 6/7	\$50.00
4/29/2016	Practice	Field 6/7	\$50.00
5/2/2016	Practice	Field 6/7	\$50.00
5/3/2016	Practice	Field 6/7	\$50.00
5/4/2016	Practice	Field 6	\$25.00
5/6/2016	Practice	Field 6/7	\$50.00
5/7/2016	Practice	Field 6/7	\$50.00
5/8/2016	Practice	Field 6/7	\$50.00
5/9/2016	Game	Field 6/7	\$50.00
5/10/2016	Game	Field 6	\$25.00
5/11/2016	Practice	Field 6/7	\$50.00
5/12/2016	Game	Field 6	\$25.00
5/13/2016	Practice	Field 6/7	\$50.00
5/18/2016	Practice	Field 6/7	\$50.00
5/19/2016	Practice	Field 6	\$25.00
5/20/2016	Game	Field 6/7	\$50.00
5/23/2016	Practice	Field 6	\$25.00
5/24/2016	Practice	Field 6	\$25.00
5/25/2016	Practice	Field 6	\$25.00
5/26/2016	Practice	Field 6	\$25.00
5/27/2016	Practice	Field 6	\$25.00
5/30/2016	Practice	Field 6	\$25.00
5/31/2016	Practice	Field 6	\$25.00
6/1/2016	Practice	Field 6	\$25.00
6/3/2016	Practice	Field 6	\$25.00
	Total		\$1,525.00

Baseball and Softball Total

Baseball Total	\$6,685.00
Softball Total	\$1,525.00
Subtotal	\$8,210.00
10% Discount	821
Total	\$7,389.00

EXHIBIT C

WADE STADIUM USAGE GUIDELINES

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

PRACTICE/BATTING PRACTICE/INFIELD DRILLS

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

FOOTWEAR

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

FOOD & BEVERAGES

- No food including sunflower seeds, peanuts, gum or any form of tobacco are allowed on the turf surface.
- No sunflower seeds in the seating area, dug-outs or on the field. Users will be held responsible for sunflower seeds getting on to the turf surface as a result of their usage of the field, which could include a fine and responsibility for repair of damage to the turf field system.
- Please do not spit on artificial turf
- Clear water in bottles or coolers with water are the only beverage permitted on the field. Absolutely no coffee, soda pop, alcohol, or colored drinks including sport drinks are permitted on the field
- No glass containers allowed on turf

FIELD CARE

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

WASTE/CLEAN-UP

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

EXHIBIT D

City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov. 78

Date of incident/injury: _____	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division: _____
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought: <input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number: _____	

Last name: _____	First name: _____	MI: _____	SSN: _____
Address: _____			
City: _____	State: _____	Zip code: _____	Phone: _____
Date of hire: _____	Occupation: _____	Date of birth: _____	
		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence: _____
---	--

Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Date employer notified of injury: _____	Date employer notified of lost time: _____	
First date of any lost time: _____	Return to work date: _____	RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Describe the nature of the illness or injury. Be specific. Include body parts affected.

Describe the activities when injury occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	

Names and phone numbers of witnesses: _____

Incident was a result of: safety violation machine malfunction product defect motor vehicle accident N/A

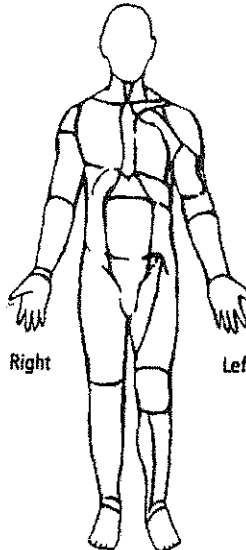
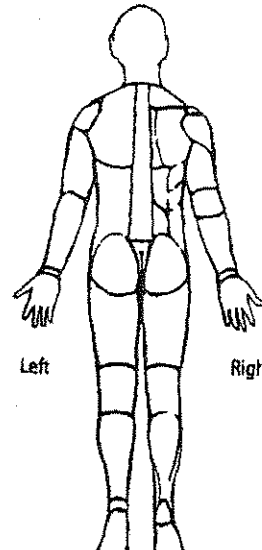
Supervisor comments: _____

What actions have been taken to prevent recurrence?

EXHIBIT D

City of Duluth Incident/Injury Report

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<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
---	---

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE			
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>			
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____	
City vehicle, property, or equipment involved	Description: _____		
	Vehicle #: _____	Make/Model: _____	Year: _____
	Describe damage: _____		
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address: _____		
	Owner phone number: _____		Vehicle license #: _____
	Make/Model: _____		Color: _____
	Year: _____		
Describe damage: _____			
<p>Weather conditions:</p> <p><input type="checkbox"/> Clear <input type="checkbox"/> Wind</p> <p><input type="checkbox"/> Rain <input type="checkbox"/> Cloudy</p> <p><input type="checkbox"/> Fog <input type="checkbox"/> Sleet</p> <p><input type="checkbox"/> Snow</p>	<p>Roadway conditions:</p> <p><input type="checkbox"/> Dry <input type="checkbox"/> Mud</p> <p><input type="checkbox"/> Wet <input type="checkbox"/> Paved</p> <p><input type="checkbox"/> Snow <input type="checkbox"/> Unpaved</p> <p><input type="checkbox"/> Ice</p>	<p>Light conditions:</p> <p><input type="checkbox"/> Night</p> <p><input type="checkbox"/> Day</p> <p><input type="checkbox"/> Good</p> <p><input type="checkbox"/> Poor</p>	<p>Approximate temperature: _____ °F</p> <p>Estimated speed: _____ mph</p> <p>Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty</p> <p>What was load: _____</p> <p>Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____



WADE STADIUM RENTAL FEE SCHEDULE

2-7 INNINGS

Double Header

Day

Night

Single

Day

Night

USAGE

Spring

Summer/Fall

\$380

\$255

\$430

\$280

\$205

\$130

\$230

\$145

9 INNINGS

Double Header

Day

Night

Single

Day

Night

\$455

\$280

\$510

\$305

\$255

\$155

\$280

\$180

USAGE FEE

All Day Tournament

Per Hour

\$560

\$480

\$75

\$55

****2016 Fee Schedule****

**Cancellation Policy
Wade Stadium and Wheeler Field Athletic Complex**

Inclement Weather Field Closures

The City of Duluth’s Buildings & Grounds Maintenance Supervisor or designee reserves the right to close Wade and Wheeler facilities/fields due to inclement weather. In case of inclement weather, the scheduled field/facilities are not to be used. Be aware that if organizations use the field/facility during inclement weather, you and your organization will be held responsible for any and all damages that may occur as a result of such use including repair costs and lost revenue due to prolonged closure. It is the user group’s responsibility to call the League Hotline at (218) 730-4321 to verify field closures.

Payments/Refund Policy

All payment of fees must occur before use of the Facility.

General Refund Criteria

Type Of Refunds:	Refund
Use of facilities/field rental cancelled by City’s Buildings & Grounds Maintenance Supervisor as a result of field conditions.	100% refund
Use of facilities/field rental cancelled by User Group.	Refund to be issued: <ul style="list-style-type: none"> • 30 days or more prior to first day of use – 100% • 14-29 days prior to first day of use – 50% • Less than 14 days prior to first day of use – No refunds except cancellations due to Cold Weather Game Day Policy shown below.
Use of facilities/field rental cancelled due to Cold Weather Game Day Policy. Applies to games and practices.	100% refund

Cold Weather Game Day Policy:
It is recommended that all conference games will not be started if the “feels like temperature” is at or below 32 degrees Fahrenheit. The official source for the “feels like temperature” is www.weather.com. The game may still be played if both coaches are in agreement, but the “feels like temperature” is not reached. Once a game is started, the umpire-in-chief along with the on-side administrator will be the judge as to the suspension, resumption or termination of the play due to poor weather.

Duluth Public School District AND
Rupp, Anderson, Squires & Waldspurger, P.A.

AGREEMENT FOR PURCHASE OF SERVICE FOR INSERVICE on May
11, 2016

The following is an Agreement between Rupp, Anderson, Squires & Waldspurger, P.A. (hereafter referred to as The CONSULTANT) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective from May 9 – 31, 2016.


- 1. The CONSULTANT Agrees:
 - A. Services provided by the CONSULTANT will be for the purpose of presenting at the in-service, "Administration Legal Topics" on May 11, 2016.

- 2. The DISTRICT Agrees:
 - A. To pay the CONSULTANT a fee of \$1500 for in-person presentation from 8:30 a.m. – 12:30 p.m. on May 11, 2016. Fee includes travel time, presentation time and approximately one hour of prep time. Total amount to be paid will be \$1500.

- 3. CANCELLATION
This agreement may be cancelled by the CONSULTANT or the DISTRICT at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work performed to the DISTRICT satisfaction.

- 4. AMENDMENTS
Amendments must be in writing and indicate approval by both parties to the amended terms.


- 5. STATE AUDIT
The books, records, documents and accounting procedures of the CONSULTANT and its employees relevant to this agreement must be made available to the state for a minimum of 6 years from the end of the agreement.



Consultant signature

5/9/16

Date Signed



Duluth Public Schools, ISD 709

5/9/16

Date Signed

1. Recitals and Definitions. This application hosting agreement ("Agreement") is made between Renaissance Learning, Inc. ("RLI") and Duluth School District 709, Duluth, MN ("Customer"). Customer desires RLI to provide an application hosting service for certain RLI software licensed by Customer ("Hosted Application(s)"), which is installed on servers located within the RLI hosting network and accessed by Customer via the Internet, and RLI desires to provide such application hosting service to Customer pursuant to the terms and conditions found in this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby agreed between the parties as follows:

2. Description of Application Hosting Services ("Hosting Services"). RLI shall provide access to the Hosted Application for those schools in the Customer's district that have purchased Hosting Services from RLI, as evidenced by a Customer purchase order or a quote accepted by Customer ("Order") which shall be deemed to be part of this Agreement. This Agreement solely covers the installation and use of separately licensed applications via the RLI hosting network. No license to use any software is explicitly stated or implied within this Agreement, all software applications must be licensed separately. License terms are contained within each Hosted Application and must be accepted by Customer in each respective application.

3. Access to Hosted Application. Access rights granted to Customer shall be limited to those access rights necessary to use the functions provided in the Hosted Application. RLI reserves the right to restrict or prevent access to (i) any and all functions that access critical server or system resources; (ii) directly modify the Hosted Application directories or database; or (iii) violate the terms of any Hosted Application software license agreement. RLI will provide Customer with an administrative logon ID and other information necessary to: connect to, access, and, use the Hosted Application.

4. Customer Responsibilities and Acknowledgements. Customer agrees and understands that:

- (i) The Hosted Application will be housed at an RLI chosen facility, and will operate on servers determined by RLI;
- (ii) Under this Agreement, RLI will only provide the services described in paragraph 2 and 3 above;
- (iii) Customer covenants that it will purchase, has purchased, or has otherwise legally obtained licenses for each Hosted Application, and represents to RLI that it has the right and power to enter into this Agreement;
- (iv) Customer will only use the Hosted Applications in accordance with the software license agreement terms, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside Customer's school or district facilities.
- (v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure; and,
- (vi) Nothing in this Agreement shall be construed as granting Customer any additional rights to any Hosted Application, or as modifying any software license agreement.

5. Term, Termination and Renewal. This Agreement shall be effective as of the date of Customer's Order and continue for the period of the Hosting Services purchased. If Customer purchases an additional period of Hosting Services, this Agreement will apply to that subsequent period. Either party may terminate this Agreement upon 60 days written notice to the other party. Customer access to the Hosted Application will be discontinued upon the effective date of termination.

6. Confidentiality. In accordance with FERPA, RLI shall not disclose any personally identifiable student records from the Hosted Application's database to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by Customer or, (iii) as permitted elsewhere in this agreement. RLI and its contractors may use data in the Hosted Application's database: (i) to maintain and improve application performance or functionality, (ii) for general research and, (iii) for other valid purposes. Any contractors of RLI shall be subject to the same obligation of confidentiality as RLI.

Customer will not disclose to any third party any confidential or proprietary information of RLI or any technical information relative to the setup and security of the Hosting Service including but not limited to Hosting Service Internet addresses, passwords, Internet URL's, Virtual Private Network setup and encryption key information, unless such disclosure is approved in writing by RLI.

7. Disclaimer of Warranties. ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS" BASIS, AND CUSTOMER USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. CUSTOMER'S EXCLUSIVE REMEDY IS TERMINATION AS SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT. RLI DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. RLI DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT SLOW RESPONSE TIME, OR COMPLETELY SECURE. IN NO EVENT SHALL RLI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RLI'S AGGREGATE LIABILITY TO CUSTOMER (INCLUDING ATTORNEY'S FEES), IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO RLI BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED.

8. Force Majeure. Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, accident, explosion, casualty, virus or other malicious software, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, act of terrorism, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

9. Miscellaneous. This Agreement supersedes all previous agreements between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors, assigns, subsidiaries, affiliates, and administrators. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of RLI at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of RLI thereafter to enforce each and every provision thereof in accordance with its terms. Customer may not assign its rights or obligations under this Agreement without the written consent of RLI except that this Agreement may be assigned to a successor and it shall be binding upon the successor. This Agreement is freely assignable by RLI. This Agreement shall be governed by the laws of the state of Wisconsin and the exclusive venue for disputes arising out of or related to this Agreement shall be an appropriate state or federal court located in Wisconsin.

This agreement is duly executed by the authorized representatives noted below.

RENAISSANCE LEARNING, INC.

CUSTOMER

Signature: 

Signature: 

Name: Robert R. Case

Name: Bill Hanson

Title: VP-Technical Services

Title: CFO

Date: 4/26/2016

Date: 5/4/16

161520 - Duluth School District 709

Questions on your quote? Please call your Renaissance Learning, Inc. Sales Representative, Nikki Hansen, at (715)424-3636.

Memorandum

To: Kerry Leider
Bill Hanson

From: Dave Spooner *Dave Spooner*

Date: April 28, 2016

Re: ABE Software Upgrade and Maintenance Subscription

Please find attached an agreement with ABE to provide a 5 year software service agreement and software upgrade for our ABE Energy Management software located at East High School, Homecroft Elementary, and MacArthur Elementary.

I have asked Corey Karren to review, and he has indicated to me that this is standard, appropriate, and typical for District software of this nature. I understand this subscription will consist of an initial server upgrade to current version, and to keep us up to date with software patches and all software upgrades, including security, training, and graphics, when issued during the 5 year term.

Currently we have failed to enter into any agreement for our ABE software for over 4 years now, and with no agreement of this nature we are having major issues efficiently running the software without the proposed upgrades or security enhancements this will provide.

With that, I am recommending we enter into agreement for this 5 year software subscription.

This agreement is payable over the 5 year term as described, for a total 5 year cost of \$16,998.00

Thank you.

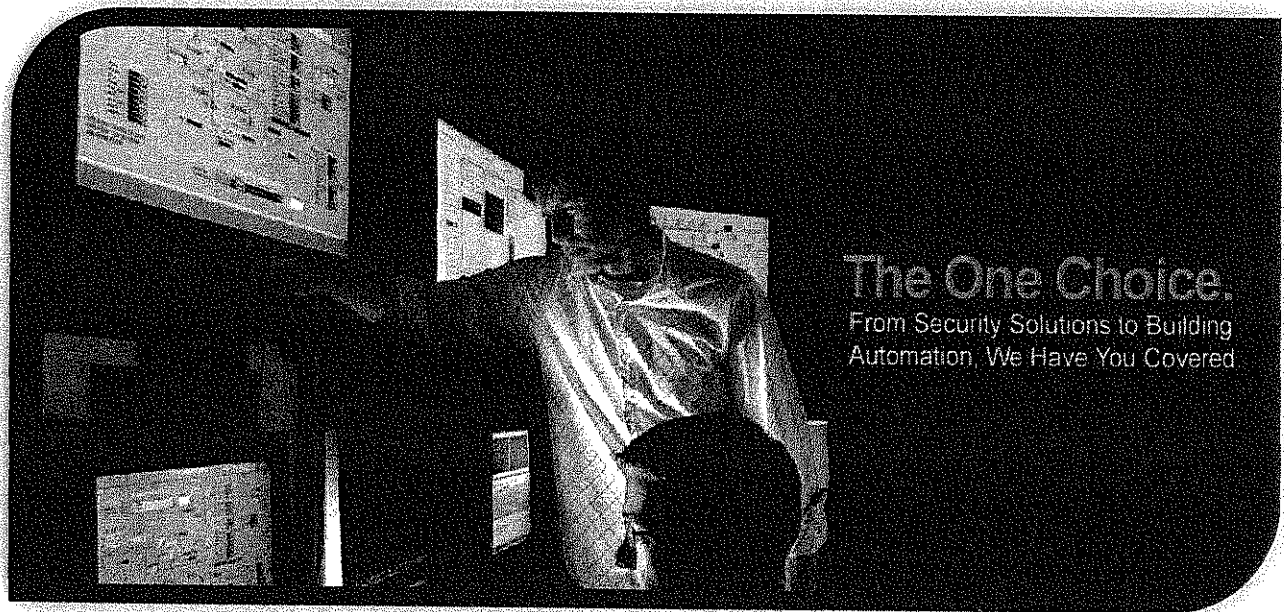
Bill, I AGREE THIS IS REQUIRED MAINTENANCE.

Kerry Leider
4/28/16



4444 Airpark Boulevard
Duluth, MN 55811

EMS UPGRADE PLUS SERVICE AGREEMENT PROPOSAL



The One Choice.
From Security Solutions to Building
Automation, We Have You Covered

CUSTOMER

ISD 709 Duluth Schools
730 East Central Entrance
Duluth, MN 55811

UHL|ABE SCHEDULING/SERVICE
(218) 727-1767



4444 Airpark Boulevard
Duluth, MN 55811
218.727.1767

Service Upgrade Agreement

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ISD 709 Duluth Schools

730 East Central Entrance
Duluth, MN 55

Attention: Dave Spooner

Scope of Work

UHL|ABE is pleased to provide ISD 709 Duluth Schools with a (5) year Energy Management System (EMS) upgrade and service maintenance agreement. UHL|ABE will provide inspections to ensure that equipment is operating at optimum peak efficiency. This contract will include a system network controller upgrade with all associated programming.

Advantages of an Energy Management System service agreement

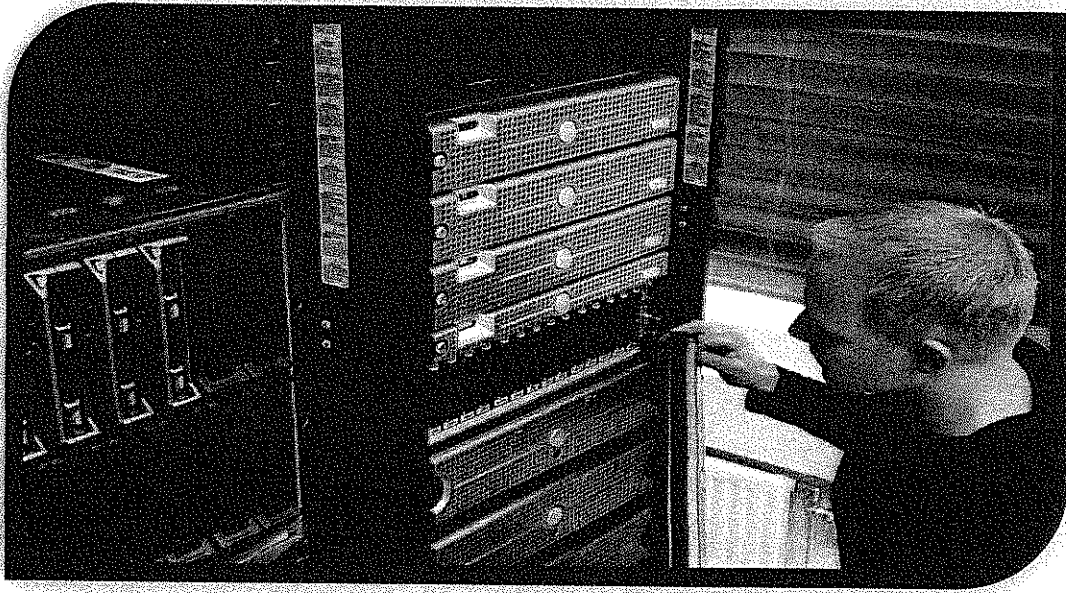
1. Reduce energy consumption.
2. Lower operating costs.
3. Minimize equipment down time.
4. Extend the life of the equipment.
5. Maintain comfort throughout the building.
6. Improve indoor air quality.
7. UHL|ABE contract customers will save an average of \$20/hr over non-contract customers on all service related work.



TRACTree/FacilityTRAC System

UHL|ABE's service technicians utilize electronic wireless service software. All contracts come with TRACTree/FacilityTRAC service software (SaaS).

1. All service tickets will be emailed and digitally stored on a secure website viewable by qualified ISD 709 Duluth Schools personnel.
2. Each scheduled call has a specific set of tasks detailing exactly what needs to be performed and what special skills, tools or instruments are required to keep equipment operating at original specifications.
3. Emails can alert required personnel when a work order is complete.
4. FacilityTRAC work order system gives ISD 709 Duluth Schools the ability to request service from UHL|ABE, and look up present and completed work orders.
5. FacilityTRAC software is an SaaS, which means no software installed on ISD 709 Duluth Schools's IT infrastructure, no software to maintain or upgrade.
6. ISD 709 Duluth Schools maintenance personnel can utilize UHL|ABE's FacilityTRAC work order system which allows all service requests to be tracked for response time and resolution. EMERGENCY calls need to be made via phone to our service department.
7. FacilityTRAC Training included in contract.



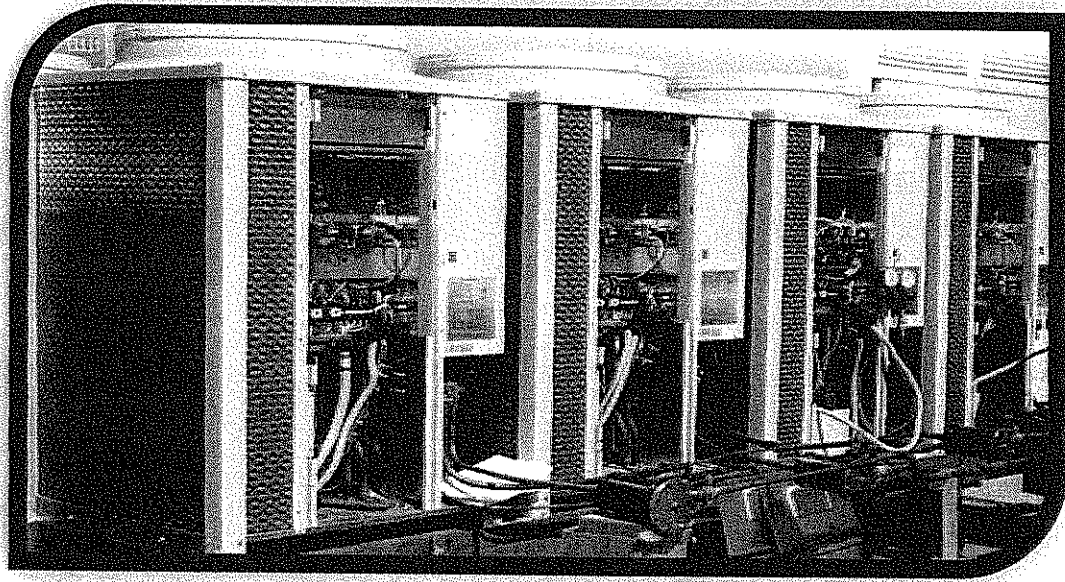
UHL|ABE Safety

UHL|ABE Environmental Systems is committed to providing a safe work environment for our employees and customers; we are continually applying safety to all areas of our organization. Our safety program includes comprehensive annual and ongoing safety training, including the use of personal protection equipment, weekly toolbox talks, and the clear expectation that our employees must work safely.

1. UHL|ABE is Lead-safe Certified under the new Environmental Protection Agency (EPA) Lead-Safe Law, which went into effect April 22, 2010.
2. UHL|ABE continues to be a member of the Minnesota Safety Council and attends the Minnesota Health & Safety conference every year.

Responsibilities of the Contract

1. UHL|ABE to upgrade (1) existing Invensys I/A Series Server and associated network controllers. This includes: New server software upgrade (1), upgrades to existing network controllers (6), and all associated programming.
2. The server will connect to all existing field level controllers with the assumption that all field level devices are in working order.
3. UHL|ABE will recreate all graphics, trends, and schedules for equipment, as required for server upgrade.
4. This contract includes one year of unlimited graphical user interface training.
5. This contract includes all revision upgrades to existing software during the life of this contract.
6. This contract will be completed during normal business hours Monday-Friday from 7:00am-3:30pm.



Equipment Coverage and Services

ISD 709 Duluth Schools controllers inspected and tested under a 3 year contract

Controllers	Quantity	Manufacturer
ENS	1	
ENC	6	Schneider Electric
MNB-1000	32	Schneider Electric
MNB-300	12	Schneider Electric
MNB-70	52	Schneider Electric
MNBV2-2	214	Schneider Electric

ENTERPRISE SERVER TASK LIST

<input checked="" type="checkbox"/>	1. Verify Setup and Operation of Graphic Screens
<input checked="" type="checkbox"/>	2. Verify Setup and Operation of Report Logs
<input checked="" type="checkbox"/>	3. Verify Setup and Operation of Trend Storage
<input checked="" type="checkbox"/>	4. Verify Setup of Users and Password Levels
<input checked="" type="checkbox"/>	5. Check Anti-virus Status
<input checked="" type="checkbox"/>	6. Visually Inspect Hardware for Signs of Physical Damage
<input checked="" type="checkbox"/>	7. Report any Problems to Customer
<input checked="" type="checkbox"/>	8. Tag Equipment as PM Complete
<input checked="" type="checkbox"/>	9. Take a Copy of License and Store it with Backup Files

AUTOMATION SERVER TASK LIST

<input checked="" type="checkbox"/>	1. IP Address
<input checked="" type="checkbox"/>	2. Manufacturer
<input checked="" type="checkbox"/>	3. Model Number
<input checked="" type="checkbox"/>	4. Serial Number
<input checked="" type="checkbox"/>	5. REV Level
<input checked="" type="checkbox"/>	6. CPU
<input checked="" type="checkbox"/>	7. Monitor
<input checked="" type="checkbox"/>	8. Area Served
<input checked="" type="checkbox"/>	9. General Appearance Good, No Apparent Damage
<input checked="" type="checkbox"/>	10. Equipment Labels Affixed
<input checked="" type="checkbox"/>	11. Tighten all Connections
<input checked="" type="checkbox"/>	12. Supply Voltage to Controller Meets Manufacturer Specifications
<input checked="" type="checkbox"/>	13. Check and Diagnose any Alarms in the Past 14 Days
<input checked="" type="checkbox"/>	14. Execute Reports - Verify Correct Errors. Note Errors due to Failed Hardware
<input checked="" type="checkbox"/>	15. Check System Resource Count. Enter in Notes
<input checked="" type="checkbox"/>	16. Check Processor Percentage Idle. Enter in Notes
<input checked="" type="checkbox"/>	17. Remove Power. Check that Unit Operates on Battery
<input checked="" type="checkbox"/>	18. Create a Full Backup Including Graphics
<input checked="" type="checkbox"/>	19. Verify Date and Time are Correct
<input checked="" type="checkbox"/>	20. Environmental Conditions According to Manufacturer Requirements
<input checked="" type="checkbox"/>	21. Apply any Customer Requested Upgrades if Any
<input checked="" type="checkbox"/>	22. If Upgrades were Performed, Repeat Steps 14-18
<input checked="" type="checkbox"/>	23. Take a Copy of License and Store it with Backup Files

Terms and Payment

This service agreement shall begin on the **1st** day of **June, 2016** and shall continue for a period of (5) year(s) and from year to year thereafter until terminated. After the initial term, either party may terminate this agreement upon a thirty day written notice prior to the anniversary date of this agreement. Additional terms and conditions ("Terms") are located on page 7 of this form.

Contract Cost Per Year

Year	Yearly Cost
4/01/16 – 03/31/17	\$3,170.00
4/01/17 – 03/31/18	\$3,280.00
4/01/18 – 03/31/19	\$3,395.00
4/01/19 – 03/31/20	\$3,515.00
4/01/20 – 03/31/21	\$3,638.00

In addition to the annual contract amount, the customer shall pay any present taxes or governmental charges with regard to the transfer, use, or ownership or possession of the equipment covered by this agreement.

Invoices will be issued **annually** as agreed. Payment will be made within 30-days of invoice date.

This proposal, including the attached pages, other Terms set forth on page 7, special conditions and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by UHL|ABE. This agreement supersedes all prior presentations and agreements not incorporated herein. This proposal is valid until: **August 1, 2016.**

Required Signatures:

Submitted for: UHL|ABE

This agreement is accepted for: ISD 709 Duluth Schools

Approved by: Garrett Niska

Approved by: (Please print) Bill Hanson

Title: Account Manager

Title: CFO

Signature: *Garrett Niska*

Signature: *WCHanson*

Dated: 4/22/2016

Dated: 5/2/16

Phone: 218.727.1767

Phone: 218/336-8704

1. This energy management system full service agreement (the "Agreement") by and between UHL Company, Inc. ("UHL") and the customer listed above (the "Customer") shall be for an initial term of five (5) year(s) beginning on start date set forth above (the "Effective Date"). Following the expiration of the initial term, this Agreement shall automatically renew on each anniversary of the Effective Date for a one (1) year term until terminated as set forth herein. This Agreement may be terminated by either party after its initial term, or renewal term as the case may be, by giving written notice to the other party at least thirty (30) days prior to the anniversary of the Effective Date. Agreement pricing is subject to change after each anniversary date. In the event of early cancellation or default, the Customer shall pay to UHL the entire amount remaining due under the Agreement. The Customer further agrees to pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding amount.
2. It is agreed that the Customer shall provide and permit reasonable access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However UHL will be allowed to start and stop all equipment as necessary to perform its services.
3. The Customer shall pay UHL, in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existing or future laws with respect to the transfer, use, ownership or possession of equipment to which this Agreement relates, exclusive of ordinary personal property taxes assessed against the UHL Company.
4. Remedial maintenance to be performed during normal working hours (7:30 a.m. to 3:30 p.m.; Monday through Friday, excluding holidays) will apply to all services unless otherwise stated, including major repairs performed under this Agreement. Service may be provided on evenings, weekends and during public holidays on application at additional cost.
5. This Agreement assumes that all pieces of equipment are in proper operating condition. UHL shall inspect and report to the Customer any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond UHL's control, the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, UHL will make recommendations and assist in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the Customer unless otherwise stated in this Agreement. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work performed, and the agreement price shall be adjusted accordingly. UHL shall, for the duration of the Agreement, keep the equipment described configured to the manufacturer's original specifications, in satisfactory operating condition and shall supply replacement parts for the equipment, required as a result of normal use, provided such parts are available. If parts are not available from the original manufacturer or supplier, UHL will use its commercially reasonable efforts to obtain substitute parts of equipment quality and performance, either new or previously used. Faulty parts when removed from the equipment shall become the property of UHL.
6. This Agreement applies only to equipment installed prior to effective date of this Agreement and as described in the Agreement. If the system is modified, changed or altered, if any equipment is added, or if the system is removed within the premises or to other premises, then UHL, at its sole option, reserves the right to re-negotiate the Agreement based on the condition of the system after the changes have been made.
7. It is agreed any repairs or services resulting from but not limited to electrical power failures, low voltage, burned out main or branch fuses, freezing, roof leaks, corrosion, or lightning strikes will be paid for by the Customer in accordance with UHL currently established rates.
8. The Customer shall at all times be responsible for the daily care and maintenance of the equipment as outlined in the appropriate section of the operation manual for the equipment, and shall ensure that the environment within the equipment is operated as such that it causes no loss of performance or reliability. In the event that UHL is required to make any repairs, replacement and/or emergency calls by the improper operation, control environment, misuse of equipment covered by this Agreement or any cause beyond the Customer's control, the Customer shall reimburse UHL for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service.
9. The Customer is responsible for the replacement or repair of the heating, cooling, & ventilating systems, including but not limited to ductwork, water & air balancing, decorative casings, equipment painting, boiler shell & tubes, boiler refractory, pumps, heat exchangers, condensers, dry coolers, chillers, cooling tower, and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, heating/evaporative/cooling coils, disconnect switches, and electrical power wiring.
10. It is agreed the Customer is responsible for the addition of any items of equipment or performance of any safety test or correction in the design as recommended or required by any insurance company, government, state, municipalities or other authorities.
11. In the event of failure to perform its obligations, UHL's liability is limited to repair or replacement of the equipment, at its option; such shall be the Customer's sole remedy. IN NO EVENT SHALL UHL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER

SUCH DAMAGES WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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12. The Agreement does not include responsibility for system design deficiencies, such as but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
13. UHL will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
14. UHL warrants it is protected by Worker's Compensation insurance, general liability insurance and property damage insurance policies. Certificates for all such insurance policies will be provided to Customer upon written request.
15. UHL shall not under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a grossly negligent act or omission by the UHL Company's agent, employees or subcontractors. In no event shall UHL be liable for business interruption losses or consequential or speculative damages.
16. All payments under this Agreement are due within thirty (30) days of UHL's invoice date. In the event payments are not received by UHL within thirty (30) days of becoming due, UHL may charge interest on any unpaid balance at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid. In addition, UHL may, in its sole discretion, suspend performance of any services under this Agreement until payment in full of all outstanding amounts. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights. The Customer shall pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting any outstanding amount.
17. Unless otherwise specified in the Agreement, UHL will not furnish any performance or material payment bond.
18. The Agreement does not include repairing any damage resulting from improper/inadequate service not supplied by UHL.
19. All material and equipment furnished and installed by UHL will carry the manufacturer's standard warranty. THIS WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE OWNER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS. UHL makes no warranty, express or implied regarding the equipment.
20. UHL's pricing does not cover any cost that may be incurred due to hazardous material or its removal or disposal, unless specifically provided for in the attached Proposal. If such costs are incurred by UHL, they will be passed on to the Customer without the need for written approval.
21. All planned and routine labor is to be performed during UHL's normal working hours unless specified elsewhere this Agreement.
22. This Agreement constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and the Customer represents and warrants that it has not relied on any representations made by UHL that are not contained herein.
23. These Terms may in some instances conflict with some of the terms and conditions or other document issued by the Customer. In such case, the Terms contained herein shall govern and acceptance of this Agreement is conditioned upon the acceptance of the Terms herein.
24. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of God, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, fire, theft, floods, accidents or any cause beyond the reasonable control of UHL.
25. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of UHL. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Customer of any of its obligations under the Agreement.
26. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
27. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
28. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would cause the application of any jurisdiction other than those of the State of Minnesota.
29. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.



DULUTH PUBLIC SCHOOLS

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*Preparing all students for successful lives in the twenty-first century . . .
success in the workplace, success in the home, and success in the community*

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Kayla Delza, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective on: Monday, August 15, 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.** Prepare and deliver one 50 to 60 minute keynote presentation and one 45 to 50 minute break out session on Monday, August 15, 2016 at the Duluth Public School Summer Tech Camp in Duluth Minnesota. The presentation will cover topics / issues associated with education and technology in the schools.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed One thousand eight hundred dollars (\$1,800.00). 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.
4. **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.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

7. **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.

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: the Innovation Department, 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 in care of: Kayla Delzer

Address: Kayla Delzer 5555 Tuscan Ct. S, Fargo, ND 58104

email: topdogteaching@gmail.com Phone: ~~XXXXXXXXXX~~

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.

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

16. **Cancellation.** 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.

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

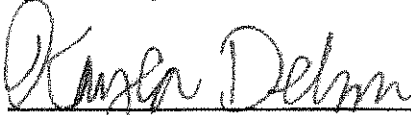

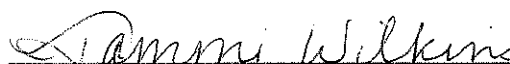
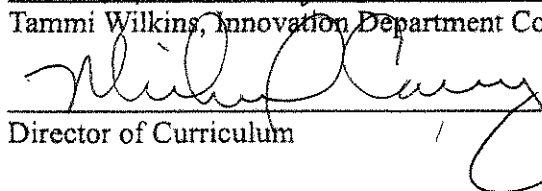
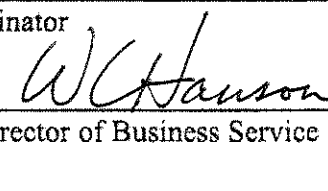
18. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

		4/26/16
Kayla Dolzer, Contractor	SSN / Tax Identification Number	Date
		4/27/16
Tammi Wilkins, Innovation Department Coordinator		Date
		4/28/16 5/2/16
Director of Curriculum	Director of Business Service	Date
_____ Superintendent of Schools	_____ Schopol Board Chair	_____ Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of April, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Carolyn Olson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Nov. 1, 2016, and shall remain in effect until June 14, 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.** Serve as member of NE MN PCAE Regional Center Leadership Team for the school year 2015-2016. This is being paid from the NE MN Regional Perpich Center for Arts Education Grant. Attached is a description of duties for Leadership Team Member.
3. **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 \$ 1,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. *This Agreement will not be approved unless TIN is provided.*
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a June 14, 2016 (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, 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 236 W. Winona St. Duluth, MN 55803
(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Carolyn Olson *Carolyn Olson*
Name & Signature

Clerk

Art Specialist *4/12/16*
Title Date

Program Director

~~XXXXXXXXXXXXXXXXXXXX~~
Taxpayer Identification Number (SS#)

Director of Budget and Finance

4/12/16
Date

Leadership Team Member Job Description - NE MN Regional PCAE Grant

Job Description:

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

Team Leaders:

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



AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of April, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Giddings, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Nov. 1, 2016, and shall remain in effect until June 14, 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.** ~~Serve as member of NE MN PCAE Regional Center Leadership Team for the school year 2015-2016. This is being paid from the NE MN Regional Perpich Center for Arts Education Grant. Attached is a description of duties for Leadership Team Member.~~
3. **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 \$ 1,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. *This Agreement will not be approved unless TIN is provided.*
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a June 14, 2016 (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, 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 9215 E. SUPERIOR STREET DULUTH, MN 55804
(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Amy Giddings A. Giddings
Name & Signature

Clerk

Title 4/13/16
Date

Program Director

~~XXXXXXXXXX~~
Taxpayer Identification Number (SS#)

Director of Budget and Finance

April 13, 2016
Date

Leadership Team Member Job Description - NE MN Regional PCAE Grant

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 **April 25, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Observation Hill Childcare Center Community Education Preschool** (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 **7 hours** a day 1 day per week
2. The AGENCY shall perform these services at: 720 N. Central Avenue
3. The approximate date the service will begin is April 25, 2016 and shall not extend beyond June 9, 2016; the contract not to exceed a total of **7 full day for a total of \$217.00**
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.

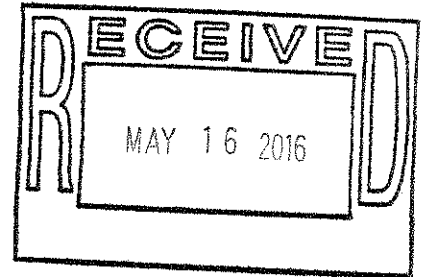
Page 2 - Contract for Purchase of Special Education Services

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:

Observation Hill Children's Center
Name of Agency



By Kimberly J. Bartlett, Director Authorized Agent
5-11-2016
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota
W. Chanson
C.F.O. Executive Director of Business Services

Date 5/20/16

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Jean Lane
Director

Date 5-17-16



License No.

UNIVERSITY OF MINNESOTA FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("Agreement") is entered into effective as of May 16, 2016, by and between Regents of the University of Minnesota ("**University**"), a Minnesota constitutional corporation, and ISD 709 Indian Education Dept. ("**Licensee**"), a department within Duluth School District. This Agreement is entered into by University through its Kirby Student Center.

1. **Grant of License.** University grants to Licensee a license to use Griggs Center (the "**Facility**") solely for the following purpose(s):

Duluth Indian Education Graduation Ceremony (the "**Event**").

The estimated number of people expected to attend the Event is 75. Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules, including the Safety of Minors policy, if applicable, and all federal, state and local laws, ordinances, rules and regulations.

2. **Term.** Licensee is permitted to use the Facility only during the following dates and times:

Wednesday, June 1, 2016 from 5-7 p.m.

Licensee's use of the Facility pursuant to this Agreement will not exceed 50 separate calendar days.

3. **Fee.** In addition to any other payment Licensee is required to make pursuant to this Agreement, Licensee shall pay University a fee as described on the attached Exhibit A (the "**Fee**"). The Fee is non-refundable, unless otherwise provided in this Agreement.

4. **Utilities and Services.** University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the Facility. Licensee shall reimburse University for all additional maintenance and services provided at Licensee's request.

5. **Concessions/Novelties; Food; Beverage.**

5.1 Licensee shall not sell any concessions or novelties on or in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.

5.2 Food may be served on or in the Facility only with the permission of University, and, if required by University, a permit from University's Department of Environmental Health and Safety.

5.3 Licensee shall not sell, distribute, dispense, advertise or promote any non-alcoholic beverage (or permit any other to do the same) without University's written consent, which consent University may condition, grant or withhold in its sole discretion.

5.4 Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University's sole discretion.

6. **Alterations; Signs; Liens.** Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or about the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

7. **Personal Property.** Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the Agreement.

8. **Indemnification.** Licensee agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with (i) Licensee's use of the Facility and other University property, except to the extent caused by the negligence or intentional misconduct of University; (ii) the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or (iii) Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

9. **Insurance.** At least 30 days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than 30 days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1. Check either (A) (B) or (C) below as applicable:

- (A) Licensee's policy of Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence; or qualified self-insurance subject to approval by University.
- (B) Proof that Licensee has purchased event liability insurance with a minimum limit of \$1,000,000 per occurrence. Licensee may purchase such

insurance from the insurer of its choice, or at the following website address: <https://tulip.ajgrms.com>.

- (C) State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers' Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

10. Assignment. Licensee shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

11. Obligations at End of Agreement. Licensee shall, upon the expiration or earlier termination of this Agreement, cease use of the Facility and leave it in the same good condition as on the initial date of possession by Licensee, normal wear and tear excepted. Property not removed by Licensee will be considered abandoned, and University may dispose of it as it deems expedient without liability to Licensee or others. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with the Event, unless such damage is caused solely by University, its officers, employees, agents or representatives.

12. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University:	University of Minnesota c/o Real Estate Office Attn.: Leasing Specialist 424 Donhowe Building 319-15th Avenue SE Minneapolis, MN 55455-0199 Facsimile No.: (612) 624-6345 E-mail: reo@umn.edu
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With a copy of
default notices to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to Licensee: ISD 709: Indian Education Dept.
Attn: Jamie Delacruz
215 N. 1st Avenue East
Duluth, MN 55802
Facsimile No.:
E-mail: jamie.delacruz@isd709.org

13. License Only; Remedies. Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensee shall pay to University all of University's damages, costs and fees, including attorneys' fees, caused by Licensee's failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

14. Limitation of University Liability. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.

15. Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

16. Use of University Name or Logo. Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall be prominently placed in all material related

to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

“The University of Minnesota is not endorsing or sponsoring the activities conducted by ISD 709 Indian Education Dept. on the University of Minnesota campus. The relationship between the University of Minnesota and ISD 709 Indian Education Dept. is solely that of licensor and licensee.”

16.2. Licensee’s failure to comply with this section shall give University the right to immediately terminate this Agreement and Licensee’s access to the Facilities.

17. **Copyright Representation and Release.** Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright; b) has written permission of the copyright owner(s) for this use; c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, *Limitations on exclusive rights: Fair use*; or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee’s presentation materials.

18. **Amendments.** This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

19. **Non-Waiver.** No-waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

20. **Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

21. **Entire Agreement.** This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

22. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

23. **Exhibits.** The terms and conditions of any and all exhibits and addenda attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1 – 23 of this Agreement conflict with any of the terms and conditions of the attached exhibits and addenda, the terms and conditions of the exhibits and addenda shall control. All capitalized terms in any exhibits and addenda that are not specifically defined in such exhibits and addenda shall have the meanings given them in this Agreement.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement as of the date set forth above.

Regents of the University of Minnesota

By: _____
Name: Jeni Eltink
Title: Director, Kirby Student Center
Date: _____

By: Bill Hanson
Name: ~~Jennie DeLaeruz~~ **BILL HANSON**
Title: ~~Indian Youth Advocate~~ **CFO**
Date: 5/20/16

Michelle Rany 5/20/16
Director of Curriculum

EXHIBIT A

University and Licensee further agree as follows:

Guest will pick up the key to the Griggs Center from the Kirby Welcome Desk located on first floor Kirby. Guest will have access to the room for decorating at 3:30 p.m. Wall decorations should be affixed with blue painters tape only. Glitter and confetti are prohibited. Guest will remove decorations at the end of their event. They key should be returned to the Kirby Welcome Desk after the event and no later than 7:30 p.m.

Guest has opted for UMD Catering service. The estimated cost for a dinner buffet is \$489.52 and Guest has agreed to transport food from Catering to the Griggs Center. Table linens are not included. Guest will confirm final number of guests directly to UMD Catering at 218.726.7955 and also share any dietary restrictions within the timeline shared by catering.

Audio visual: microphone & lectern; Guest will run a slide show and will need to use laptop, projector and screens. If Guest needs tech support during the event, Guest must notify Kirby Student Center by 5/20. For assistance during your event, please call the Welcome Desk at 218.726.7163 (or x7163 if using a UMD landline).

Set up:

- *Table outside Griggs for check-in with 2 chairs
- *Table at back of Griggs for food items
- *Guest may create a backdrop for photos at the inside right of room next to stairs
- *Table next to lectern to display certificates

Parking: Guests will utilize Maroon Lot E (by the Library) and parking is free. A parking map can be found here: <http://www.d.umn.edu/parking/> Guests may also choose to park along Kirby Drive at the meters but fees apply. Interior signs will be posted on walls from the Library to Griggs Center. Guests should use the stairs closest to Heller Hall (just past the Kirby Lounge) and go to second floor.

Questions about the room rental can be directed to Lesa Radtke, Assistant Director for Events & Conferences, 218.726.7166. On the day of the event, the contact is Gina Pudlick, Operations Manager, at 218.726.7167 or gpudlick@d.umn.edu and she will be available until 4:30 p.m.

The fee to rent the Griggs Center is \$150 for up to four hours. A 20% deposit applies to the room rental (\$30) and will be invoiced. A final bill will be sent for the balance, to include catering, after the event (typically 7-10 business days).

Confirmation

Group	Reservation:	18598
Jamie Delacruz External Events	Event Name:	Duluth Indian Education Graduation Ceremony
	Status:	Confirmed
	Phone:	2183498993
	Email Address:	jamie.delacruz@isd709.org

Bookings / Details	Quantity	Price	Amount
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Thank you for booking your event with us. Please review the following event details. If you wish to change the details of your reservation, please email reservikirby@d.umn.edu.

Please contact UMD Catering for your dining needs at umdcater@d.umn.edu.

Wednesday, June 01, 2016

5:00 PM - 7:00 PM Duluth Indian Education Graduation Ceremony (Confirmed) KSC Griggs Center

Reserved: 3:30 PM - 7:30 PM

Banquet for 75

Room Charge: (\$150.00 per Half Day)	1	\$150.00	\$150.00
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Audio/Visual:

Lectern & Mic	1
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Projector/Screen/PC Laptop Combo	1
----------------------------------	---

Food Service - UMD:

UMD Catering	1
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Guest will pick up food from Catering and set up on their own

Setup Notes:

Guest will pick up food from UMD Catering and set up in room between 3:30-4 p.m.

Guest will provide table decorations and will run a slide show

Need a table for food in back of room and a table next to lectern for certificates; check-in table outside of Griggs with 2 chairs

Guest prefers that participants are directed to go past the Welcome Desk and take the stairs up to Griggs to avoid going through the Multi Cultural Center to ensure participants don't get lost.

Put up interior signs directing guests to Griggs (will park in Maroon Lot E or along Kirby Drive for metered parking)

Guest will set up an area in Griggs for photos (may use the partition as a backdrop)

Subtotal	\$150.00
Grand Total	\$150.00

All rooms are to remain locked before and after the event reservation. It is the responsibility of the group requesting the space to pick up and drop off the room key at the Kirby Welcome Desk located on the first floor of Kirby. There is also



DULUTH PUBLIC SCHOOLS

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*Preparing all students for successful lives in the twenty-first century...
success in the workplace, success in the home, and success in the community*

AGREEMENT

THIS AGREEMENT, made and entered into on this 29th day of April 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Joe Sanfelippo, an independent contractor, hereinafter called Contractor is defined on the following pages.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective on: Tuesday, August 16, 2015 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Prepare and deliver one keynote presentation and two break out sessions on August 16, 2016 from 8:00 am to 2 pm at the Duluth School Summer Tech Camp regarding issues associated with technology in the schools.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed Three Thousand dollars (\$3,000.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **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.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

7. **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.

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: the Innovation Department, 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 in care of:

Dr. Joe Sanfelippo

Address: 424 S. Wisconsin St. Fall Creek, WI 54742

Email: jmsanfelippo@gmail.com

Phone: ~~XXXXXXXXXX~~

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.

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

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (50) days written notice to the other party as provided for in this Agreement.

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



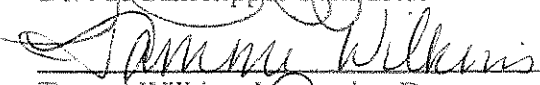
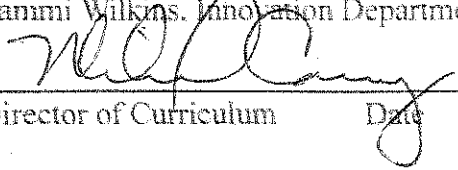

18. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

		5/2/16
Dr. Joe Sanfelippo, Contractor	SSN / Tax Identification Number	Date
		5/9/16
Tammi Wilkins, Innovation Department Coordinator		Date
	5/17/16	
Director of Curriculum	Date	Director of Business Services
		5/19/16
		Date
Superintendent of Schools	Date	School Board Chair
		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of April 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Eddie J. Crawford, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 28, 2016, and shall remain in effect until June 15, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor will research; collect student data; staff training; participate in staff development on Check and Connect; weekly meeting with building principal; attend MDE and district trainings.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$9,600.00 to be billed at the rate of \$60/hour. 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.
4. **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.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.
6. **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.

7. **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.

8. **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.

9. **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 to ISD 709 Special Services, 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 Eddie J. Crawford, 5 N 23rd Ave E, Duluth, MN 55812.

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

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

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

13. **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.

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. **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>
Jason Crane	Director of Special Services

18. **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.

19. **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

Eddie Crauford

By

Clerk

Educational Consultant

Title

Jason Crane

Program Director

~~XXXXXXXXXX~~

Taxpayer Identification Number

W. Henson

Director of Business Service

Memorandum

To: Bill Hanson

From: Kerry M. Leider



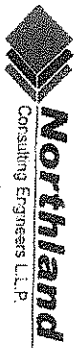
Date: May 3, 2016

Re: Amendment #2 to the Civil Engineering Services Related to Site Grading, Bituminous Paving, Utility Investigation and Utility Relocation at HOCHS – Northland Consulting Engineers L.L. P.

Attached are two (2) copies of Amendment #2 to the Agreement between Independent School District #709 and Northland Consulting Engineers LLP to provide civil engineering services at HOCHS. The additional work scope is due to additional construction observation and administration fees. The total estimated cost of these additional services results in an increase of \$4,996.00 for a new contract value of \$50,593.00.

I am recommending approval of Amendment #2 to the agreement with Northland Consulting Engineers LLP. After review and if you concur, please sign both copies of the Agreement Amendment and return them to the Facilities Management office for processing.

Attachments



NCE Civil Design Fee Estimate Worksheet - Amended 5/2/16

Job No. 1/30/2015 Title: Administrative Building (Old Central High School)
 Date: 1/30/2015 Client: Kerry Leiser - Duluth Public Schools

Page: 1

Activity	Estimated Hours					Extended \$
	Principal	PE	Technician	Clerical	Other	
Design Engineering Services						
Project Meetings with School District and City	2	4	8			\$ 810.00
Coordinate project components with other consultants (F.J.J. RWF Associates & NCE Structural)		16	8			\$ 2,624.00
Design Parking Lot and Retaining Wall		16	48			\$ 5,744.00
Investigate Storm Water Utilities		4	2			\$ 656.00
Storm Water Management Plan		24	8			\$ 3,624.00
Permit Applications (Erosion Control)		2	2			\$ 406.00
Prepare Bidding Documents		24	16			\$ 4,248.00
Subtotal						\$ 18,112.00
Subconsulting						
Alta Surveying Company						\$ 1,350.00
Alta Surveying Company - Additional Survey (Lump Sum)						\$ 1,000.00
NCE - Structural (Lump Sum)						\$ 5,620.00
Foster, Jacobs and Johnson (Lump Sum)						\$ 3,945.00
RWF Fern Associates (Lump Sum)						\$ 6,300.00
Subtotal						\$ 18,215.00
Construction Administration						
Construction Observation and Answer Questions as Requested			80			\$ 6,240.00
Shop Drawing Review			8			\$ 1,156.00
Construction Administration - Bidding Assistance & Pay Estimates	2	40	20			\$ 6,870.00
Subtotal						\$ 14,266.00
Total Hours/Service	4	138	186	0		

RATES/HOUR	REIMBURSEABLE EXP.	QTY.	EXT. Cost
Principal \$ 155.00	Mileage (per mile) \$0.62		\$0.00
PE \$ 125.00	Bond Plan Copies (each) \$3.00		\$0.00
Technician \$ 78.00	MPCA Sanitary Permit Fee \$400.00		\$0.00
Clerical \$ 50.00	MS4 Permit Fee \$250.00		\$0.00
Other \$ -	Photocopies \$0.15		\$0.00
	Photographs (each) \$3.00		\$0.00
	TTL. Reimbursables		\$0.00

Total Extended Cost \$ 32,378.00
Contingency - 0% \$ -
TOTAL NCE Fee \$ 32,378.00
Subconsultant Fee \$ 18,215.00
Contractor Administration \$ -
Reimbursables \$ -
TOTAL ESTIMATE \$ 50,593.00

Assumptions:

1.) Construction Administration is only an estimate and will be billed on an hourly basis.

ISD #709 accepts the terms as proposed in the agreement 5/2/16 amendment #2 with Northland Consulting Engineers for additional construction administration services at HOCHS

Bill Hanson, Director of Business Services Date 5/14/16

School Nutrition Programs
Renewal of Contract for Vended Meals
School Year 2016-17

A contract for vended meals may be renewed for an additional term upon mutual agreement of the school food authority (SFA) and vendor if the original contract allowed renewals and specified an economic index for adjusting contract prices. This template for Renewal of Contract for Vended Meals must be used for renewal, without change to any provisions except for inserting required information.

1. Definitions

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for reimbursement through School Nutrition Programs.

SFA: St. Michael's Church and Lakeside School

SFA's Sponsor Cyber-Linked Interactive Child Nutrition System (CLICS) Identification Number:
2000010115

"Vendor" refers to the company, school or other organization providing meals to the SFA.

Vendor: Duluth School District/ISD #709

"Original contract" refers to the first-year contract for vended meals that started 09/30/2013.

2. Renewal of Contract

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. This is the 4th year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 09/01/2016 End Date for Renewed Contract: 06/09/2017

A public school SFA may renew a contract for up to two years in compliance with state law. An SFA that is not a public school may renew a contract for vended meals for up to four years in compliance with program regulations.

3. Contract Terms; Price Adjustments

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract. SFA will pay the fixed meal price specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices.

a. Financial Terms

SFA and Vendor mutually agree to the 2016-17 meal prices shown below:

Meal Type	2015-16 Price	% Increase *	2016-17 Price **
Lunch	\$ 3.00	0.00	\$ 3.00
	\$		\$
	\$		\$

* The maximum allowable increase to meal prices from 2015-16 to 2016-17 is 2.2 percent (based on the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2015.)

** Round to the nearest cent.

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here:

4. USDA Foods

If Vendor will use USDA Foods in the preparation of meals at its commercial facility, Vendor is a processor of USDA Foods as defined in federal regulations (7 CFR 250.3). Vendor acknowledges that it will be required to enter into an In-State Processing Agreement with the Minnesota Department of Education or, if Vendor operates in multiple states, a National Processing Agreement with the U.S. Department of Agriculture, and to comply with the terms of the processing agreement.

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.

5. Termination

SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

6. Vendor Certification Statements (check the applicable box)

Check one:

- The renewed contract is expected to be less than \$25,000. No certification statements from Vendor are required to be attached.
- The renewed contract is expected to meet or exceed \$25,000 but not to exceed \$100,000. Vendor has completed and attached a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form.
- The renewed contract is expected to exceed \$100,000. Vendor has completed and attached: (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form; (2) Certification Regarding Lobbying form; (3) If applicable, Disclosure of Lobbying Activities form.

Signatures

SFA Name: _____

Name of Authorized SFA Representative: _____

Title: _____


Signature of Authorized SFA Representative: _____

Date: _____

Vendor Name: Duluth School District/ISD #709

Name of Authorized Vendor Representative: William Hanson

Title: CFO & Executive Director of Business Services

Signature of Authorized Vendor Representative: 

Date: 05/31/2015

School Nutrition Programs
Renewal of Contract for Vended Meals
School Year 2016-17

A contract for vended meals may be renewed for an additional term upon mutual agreement of the school food authority (SFA) and vendor if the original contract allowed renewals and specified an economic index for adjusting contract prices. This template for Renewal of Contract for Vended Meals must be used for renewal, without change to any provisions except for inserting required information.

1. Definitions

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for reimbursement through School Nutrition Programs.

SFA: Harbor City International School

SFA's Sponsor Cyber-Linked Interactive Child Nutrition System (CLiCS) Identification Number:
100005760

"Vendor" refers to the company, school or other organization providing meals to the SFA.

Vendor: Duluth School District/ISD 709

"Original contract" refers to the first-year contract for vended meals that started 09/01/2012.

2. Renewal of Contract

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. This is the 5th year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 09/01/2016 End Date for Renewed Contract: 06/09/2017

A public school SFA may renew a contract for up to two years in compliance with state law. An SFA that is not a public school may renew a contract for vended meals for up to four years in compliance with program regulations.

3. Contract Terms; Price Adjustments

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract. SFA will pay the fixed meal price specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices.

a. Financial Terms

SFA and Vendor mutually agree to the 2016-17 meal prices shown below:

Meal Type	2015-16 Price	% Increase *	2016-17 Price **
Lunch	\$ 3.00	0.00	\$ 3.00
	\$		\$
	\$		\$

* The maximum allowable increase to meal prices from 2015-16 to 2016-17 is 2.2 percent (based on the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2015.)

** Round to the nearest cent.

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here:

4. USDA Foods

If Vendor will use USDA Foods in the preparation of meals at its commercial facility, Vendor is a processor of USDA Foods as defined in federal regulations (7 CFR 250.3). Vendor acknowledges that it will be required to enter into an In-State Processing Agreement with the Minnesota Department of Education or, if Vendor operates in multiple states, a National Processing Agreement with the U.S. Department of Agriculture, and to comply with the terms of the processing agreement.

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.

5. Termination

SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

6. Vendor Certification Statements (check the applicable box)

Check one:

- The renewed contract is expected to be less than \$25,000. No certification statements from Vendor are required to be attached.
- The renewed contract is expected to meet or exceed \$25,000 but not to exceed \$100,000. Vendor has completed and attached a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form.
- The renewed contract is expected to exceed \$100,000. Vendor has completed and attached: (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form; (2) Certification Regarding Lobbying form; (3) If applicable, Disclosure of Lobbying Activities form.

Signatures

SFA Name: _____

Name of Authorized SFA Representative: _____

Title: _____


Signature of Authorized SFA Representative: _____

Date: _____

Vendor Name: Duluth School District/ISD #709

Name of Authorized Vendor Representative: William Hanson

Title: CFO & Executive Director of Business Services

Signature of Authorized Vendor Representative: 

Date: 05/31/2016

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of May 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and **St. Eligius Health Center**, an independent Facility, hereinafter called Facility.

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

The terms and conditions of this Agreement are as follows:

1. DATES OF SERVICE

This Agreement shall be deemed to be effective as of **April 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. WITNESSETH THAT:

- I. WHEREAS, the District has established a Nursing Assistant Offering for qualified students preparing for and/or engaged in nursing assistant careers; and
- II. WHEREAS, the Facility has suitable clinical facilities in nursing assistant for the educational needs of the nursing assistant offering of the District; and
- III. WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing assistant personal; and
- IV. WHEREAS, the District and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing assistant offering enrolled with the District;

NOW, THEREFORE, it is mutually agreed by and between the District and the Facility

3. DISTRICT RESPONSIBILITIES

- a) The District will designate a faculty member as the liaison to the Facility.
- b) The District faculty will be on site at the Facility. The District faculty so assigned will hold current licensure valid in the State of Minnesota.
- c) The District faculty will be responsible for planning, directing and evaluating the students' learning experiences. The District faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the District and the Facility.

- d) The District will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the District in cooperation with the Facility's designated representative.
- e) The District will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f) The District faculty will inform students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g) The District faculty will inform its students who are participating in the clinical experience program that they are encouraged to carry their own health insurance
- h) The District will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status if requested by the Facility.
- i) The District agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. District will not allow a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, District shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

4. FACILITY RESPONSIBILITIES

- a. The Facility will maintain current licensure by the Minnesota Department of Health or any other appropriate and required licensure body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the District before taking any action to terminate the participation of a student.
- c. The Facility will provide the District with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the District faculty and students to use its patient care and patient service facilities for clinical instruction.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with District faculty, for planning with District faculty, and for such other assistance as shall be mutually agreeable.

- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the District faculty and students who are participating in the clinical experience program.
- g. The District faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- h. The Facility will make locker or cloak room facilities available for the District faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District faculty and students who are participating in the clinical experience program. The Facility will permit District faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the District to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.
- k. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
 - l. The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The District is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

5. MUTUAL RESPONSIBILITIES

- a. The District and the Facility assume joint responsibility for the orientation of the District faculty and students to Facility policies and regulations before the District assigns its faculty to the Facility.
- b. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the District and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The District students and faculty are not, and shall not be construed to be, employees of Facility. The District shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the District shall instruct its students and faculty to comply with Facility's policies and

procedures governing the use and disclosure of individually identifiable health information.

- c. Personnel of the District and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
 - 1) Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 - 2) Communication to familiarize the District faculty with the Facility's philosophy, policy and program expectations
 - 3) Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies, and any new programs which are contemplated;
 - 4) Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - 5) Communication to identify areas of mutual need or concern;
 - 6) Communication to seek solutions to any problems which may arise in the clinical experience programs; and
 - 7) Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the District's nursing assistant curriculum.

- d. INSURANCE. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

- e. Commercial General Liability Insurance
 - i. The Facility will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.

- f. Professional Liability Insurance
 - i. The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
 - ii. The School/District will maintain Professional Liability insurance for participating students and faculty with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
 - iii. The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
 - iv. If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

- g. Additional Conditions:

- i. An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.
- ii. Each party shall provide to the other party upon request certificates of insurance or self- insurance evidencing the required coverage.
- iii. If Facility receives a cancellation notice from the carrier affording coverage herein, Facility agrees to notify the District within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the District.
- iv. Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The District is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the District, not to students.

6. STUDENT REQUIREMENTS

- a. Students will be required to be proficient in skill and expectations before allowed to enter clinical setting at Facility.
- b. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the District and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test, chest x-ray or CT scan, or TB blood tests (QuantiFERON-TB Gold in-Tube test or T-SPOT.TB test) and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- c. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.

7. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the Facility will be available to District faculty and students. District faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the District.
- b. Any District faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or

illness shall be the sole responsibility of the District faculty member or student who receives the treatment and not the responsibility of the Facility or the District.

- c. The Facility shall follow, for District faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. District faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their District and to the Facility. Before returning to the Facility, such a District faculty member or student must submit proof of recovery to the District or Facility, if requested.

8. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

9. TERM OF AGREEMENT

This Agreement is effective on the later of **March 1, 2016**, or when fully executed, and shall remain in effect until **June 30, 2016**. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

10. FINANCIAL CONSIDERATION

- a. The District and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the District or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the District faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

11. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

Neither the District nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

12. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the District and the Legislative Auditor.

13. DATA PRIVACY

The requirements of 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 apply to this contract. The Facility and District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the District in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the District.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the District. The District will give the Facility instructions concerning the release of the data to the requesting party before the data is released. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.P.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

14. OTHER PROVISIONS

a. Notices.

All notices to be given by Facility to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of **Bradley Vieths, Vocational Programs Coordinator**, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Facility shall be deemed to have been given by depositing the same in writing in the United States Mail to:

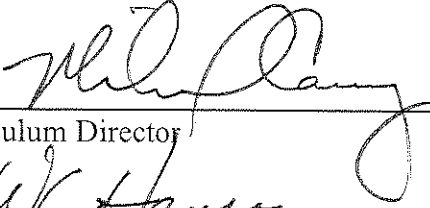
- b.** The Facility shall have sole discretion to determine its capacity to accept students for the clinical experience program under this Agreement, whether such capacity is described in terms of the number of students on-site at any one time, the number of hours of clinical supervision that the Facility can provide over a period of time, or other such description of capacity. The Facility shall communicate such capacity to the District before students may be assigned to the clinical experience at the Facility.

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

FACILITY

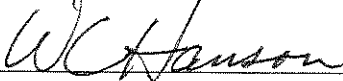
Program Director



Facility Signature

5/4/14

Curriculum Director



CFO/Executive Director of Business Services

Taxpayer ID Number



License Number L-
Standard Short Term

UNIVERSITY OF MINNESOTA USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is entered into effective as of 4/26/16 by and between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and ISD 709 (the "Landlord"), a unincorporated entity. This Agreement is entered into by the University through its Department of Intercollegiate Athletics.

1. **Leased Premises.** Landlord, in consideration of the rents and covenants contained in this Agreement, does lease to University, and University does rent from Landlord premises situated in the County of St Louis, and State of Minnesota, described as follows:

Central High School Track facility (the "Premises").

2. **Use.** University will use and occupy the Premises, just as they are, during the hours of 8 an to 8 pm on the following date(s): April 27, 2016 to May 11, 2016, for the following purpose(s):

Use of Central High School track facility, shot put, discus

3. **Services.** Landlord will provide all services reasonably required for University's use of said Premises, including heat or air-conditioning, electricity, water/sewer, garbage removal, janitorial services and n/a.

4. **Rent.** University agrees to pay to the Landlord as gross rent for the Premises the sum of zero and no/100 dollars (\$0, reciprocal use in lieu of fee), to be paid within thirty (30) days of its receipt of a fully executed copy of this Agreement, unless other payment terms are specified in paragraph 14 this Agreement.

5. **Quiet Possession.** Landlord promises that upon paying rent and performing the promises contained herein, the University will peacefully and quietly have, hold, and enjoy the Premises for the entire term specified above.

6. **Assignment or Sublease.** University will not assign this Agreement or sublet the Premises without the consent of the Landlord.

7. **Surrender of Premises.** University will, at the expiration of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the Landlord in the same good condition that existed when it took them, normal wear and tear and damage from fire, casualty and the elements excepted.

8. **Indemnification.** University agrees to hold the Landlord harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability,

occurring on the Premises, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the Landlord, its agents, employees or representatives.

8.1 Landlord agrees to hold the University harmless and indemnify it from liability for claims for bodily injury or property damage, including personal injury liability, occurring on or about the Premises or building of which Premises is a part, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the University, its agents, employees, representatives and/or volunteers who are under the direction and the control of the University.

9. **Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the University: University of Minnesota
Attn.:
c/o Real Estate Office
424 Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455-0199
Facsimile No: (612) 624-6345
E-mail: reo@umn.edu

With a copy of
default notices to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to the Landlord: ISD #709
Attn: William Hansen
215 N 1st Ave E
Duluth, MN 55802
Facsimile No.: 218-336-8909
E-mail: william.hansen@isd709.org

10. **Amendments.** This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.

11. **Use of University Name or Logo.** Landlord agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University in any sales promotion work or advertising, or any form of publicity, without the written permission of the University in each instance.

12. **Non-Waiver.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

13. **Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

14. **Special Conditions.** none

IN WITNESS WHEREOF, University and Landlord have executed this Agreement on the day and year first above written.

Regents of the University of Minnesota

ISD 709

By: J. Berlo
Name: Josh Berlo
Title: Athletic Director
Date: 7/26/16

By: WCHanson
Name: William Hansen
Title: Director of Business Services
Date: 5/4/16

SPORTS MEDICINE SERVICES AGREEMENT

BETWEEN ST. MARY'S DULUTH CLINIC HEALTH SYSTEM d/b/a ESSENTIA HEALTH EAST
AND DULUTH PUBLIC SCHOOLS

This agreement is made effective as of August 1, 2016 by and between Duluth Public Schools (hereinafter referred to as "DPS") and St. Mary's Duluth Clinic Health System, d/b/a Essentia Health East (hereinafter referred to as "ESSENTIA").

RECITALS

- A. ESSENTIA is a not-for-profit organization whose purposes include advancement of healthcare in the region that it serves.
- B. DPS is a school district which is required to provide professional sports medicine services to its student athletes.
- C. DPS wishes to obtain, and ESSENTIA wishes to provide, sports medicine services to be provided by one or more ESSENTIA-employed health care professionals as set forth in this agreement.

AGREEMENT

1. Professional Services. ESSENTIA-employed physicians and/or other ESSENTIA professionals ("Professionals"), as applicable, will provide the services described in Exhibit A ("Services"). Prior to the commencement of this agreement, ESSENTIA will provide DPS with the name(s) of the professionals ("Professionals") who will provide Services under this agreement. Should there be a change in the Professionals providing services, ESSENTIA will notify DPS of the intended change. ESSENTIA will ensure that Professionals perform the Services in compliance with applicable statutes, regulations, and standards of federal, state and other governmental and regulatory bodies having jurisdiction over the Professionals.
2. Schedule. The scheduling of time spent by Professionals in the provision of Services shall be mutually agreed upon by DPS and ESSENTIA, and time spent providing Services may be unevenly divided among the months. If the parties are unable to agree on the scheduling and/or the amount of Services, either party may terminate this agreement as set forth in section 12.
3. Space, Equipment, Staff Services and Supplies. DPS shall make available to Professionals all such space, equipment, staff services and supplies as may be necessary for Professionals to provide the Services hereunder.
4. Further Obligations of DPS. DPS agrees to the obligations set forth in Exhibit B.

5. Payment. ESSENTIA will provide the Services to DPS in exchange for the promotional tactics and other responsibilities described in Exhibit B.

6. Relationships.

a. Relationship between ESSENTIA and DPS. The parties to this agreement are at all times performing as independent contractors. Nothing in this agreement shall constitute or be construed as the creation of an employment relationship, partnership, or joint venture between DPS and ESSENTIA and/or Professionals, or any of their agents or employees. Neither ESSENTIA nor any of its agents or employees is to be considered an agent or employee of DPS for any purpose. DPS and ESSENTIA shall each be solely responsible for acts and omissions of itself, its employees and its agents.

b. Relationship to DPS' Students. This agreement does not create an express or implied contract to provide care to DPS' students beyond that which is set forth herein. Further, ESSENTIA's commitment to provide Services hereunder does not obligate DPS' student athletes to utilize such Services.

Persons who receive Services are being served as students of DPS and not as patients of ESSENTIA. ESSENTIA and Professionals have no clinical obligation to these students beyond the provision of Services, except to the extent those Professionals may be reasonably expected to respond to an emergent situation which is identified through or which results from the provision of Services. It is each student's responsibility to obtain any medical care that may be necessary/appropriate and which is outside the scope of this agreement, and it is the student's prerogative to choose the provider from whom or from which such medical care (if any) is obtained.

7. Record Retention. Information related to the provision of Services will be provided to DPS for maintenance in its student medical records. DPS assumes all responsibility for ensuring that any such information obtained from ESSENTIA is maintained in a manner that complies with applicable federal and state laws and regulations. ESSENTIA agrees to treat any private or confidential data in accordance with the Minnesota Government Data Practices Act, Minnesota Statute chpt.13, as if it were a government entity.

8. Insurance. Each party shall, at its expense, carry liability and professional liability insurance or provide self-insurance covering its acts and omissions under this agreement, with limits of amounts which are equal to the liability caps set forth in Minnesota Statutes Section 466.04, as amended.

9. Compliance. Both parties shall comply with applicable state and federal laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder, laws and rules governing the provision of health care and payment therefor, the Occupational Safety and Health Administration regulations, and legal standards relating to the interaction of personnel in the workplace.

10. Confidentiality. Both parties shall maintain the confidentiality of patient records and medical information, in accordance with applicable state and federal laws, rules and regulations. All documentation and records relating to Professionals' provision of Services hereunder shall be and remain the sole property of DPS, subject to the student's rights in such documentation and records. As a result of ESSENTIA's provision of Services, the parties may have access to or become acquainted with confidential information relating to each other's business operations. Both parties, on their own behalf and on behalf of their employees, acknowledge the importance to the other party of maintaining the confidentiality of such information and agree never to use or disclose such information except as necessary to carry out their obligations under this agreement. Upon termination of this agreement, both parties agree to return to each other all copies of data, records or other tangible documents which contain, embody or disclose, in whole or in part, any confidential patient information or any general confidential information. The provisions of this section 10 shall survive the termination of this agreement.

For purposes of this section 10, "confidential information" shall not include: (a) information generally known to the public; (b) information which becomes known to the public through no action of either DPS or ESSENTIA; or (c) information for which the disclosure has been consented to by each of the parties.

11. Indemnification. The parties are each responsible for their own acts or omissions, and are not liable for the acts or omissions of, or the costs of defending, others. Nothing in this section shall preclude a finding of liability on the part of either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.
12. Term and Termination. This agreement shall have an initial term of three years from the effective date set forth above, and shall automatically renew for successive three (3) year terms unless earlier terminated as set forth herein. Either party may terminate this agreement by giving the other party ninety (90) days prior written notice of such termination.
13. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, by certified mail or via recognized overnight courier service, to the other party at its address set forth below, or to such other address as such party may designate by notice pursuant to this section. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt, if by certified mail or courier service.

If to ESSENTIA:
Essentia Health East Region
402 East Second Street
Duluth, Minnesota 55805
Attn: John Haugrud

With a copy to:
Essentia Health Office of General Counsel
502 East Second Street, MDMC120
Duluth, Minnesota 55805
Attn: Chief Legal Officer

If to DPS:


ISD 709 - DULUTH PUBLIC SCHOOLS
215 N 15TH AVE E
DULUTH, MN 55802


Attn: DIRECTOR OF BUSINESS SERVICES

- 14. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflict of laws principles thereof.
- 15. Miscellaneous. Neither party may assign this agreement without the prior written consent of the other. The parties agree to amend this agreement as necessary to comply with any changes in applicable laws and regulations. This agreement constitutes the entire contract between the parties with respect to the subject matter hereof. It may be executed in any number of counterparts, each of which will be deemed to be the original. No amendment to this agreement or any exhibit shall be effective unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this agreement will not be deemed a waiver of any subsequent breach of the same or a different provision. If any provision of this agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, that provision shall be fully severable. The remaining provisions shall remain in effect, and this agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been a part of this agreement.

St. Mary's Duluth Clinic Health System,
dba Essentia Health East

Duluth Public Schools

By 
Print name John W. Houserud

By 
Print name BILL HANSON

Title MANAGER - SPORTS MEDICINE

Title CFO

Date 2-8-16

Date 5/19/16

EXHIBIT A SERVICES

ESSENTIA shall:

- select the employees providing services under this agreement subject, however, to the right of DPS to approve anyone so selected and to ask for individual replacement should DPS deem the services provided to be unacceptable.
- provide professional sports medicine services with the objective of enabling student athletes to play to their full potential;
- assign a team physician who shall supervise and shall provide backup coverage for the ESSENTIA-assigned certified athletic trainer(s) and who shall provide such other services as may be required for ESSENTIA to fulfill its obligations hereunder.
- provide DPS with protocols and practices regarding the assessment and treatment of student athletes;
- coordinate sports medicine services provided by ESSENTIA and/or by other health care providers and/or by DPS-employed personnel;
- direct student athletes to DPS on-campus medical facilities for treatment of injuries when in the opinion of Professional(s), it is medically appropriate to do so;
- assign to DPS one or more Professional(s) who are certified athletic trainers to provide services including, but not necessarily limited to the following services, all of which shall be provided in accordance with established protocols and under the medical supervision of the team physician:
 - provide on-duty daily coverage per a mutually agreed upon schedule; ESSENTIA will not provide coverage early mornings or Sunday, and will not travel with teams unless agreed upon by both parties.
 - provide event coverage for contact/collision sports and provide event coverage for all other sports if mutually agreed to by the parties;
 - provide routine training services such as preventive care, assessment and treatment of injuries, rehabilitation of injuries, and assessment of readiness for sports participation;
 - keep an inventory of and arrange for procurement of needed trainer's equipment and supplies;
 - act as the primary liaison between student athletes, coaching staff and other health care providers in matters pertaining to evaluation and treatment of sports-related injuries and other health problems;
 - carry out on-site evaluation and immediate care of injuries/health problems; "evaluation" typically includes an assessment of the student athlete's readiness to continue or resume practice or play;
 - recommend to students any further evaluation and care that may be required but is beyond the scope of Services provided by ESSENTIA hereunder;
 - carry out preventive and rehabilitative care under the direction of the team physician or a registered physical therapist (RPT) who has established a rehabilitative plan of care;
 - report to the coaching staff on a regular basis regarding each student athlete's readiness to play;
 - report information to coaching staff that is specific to any student athlete who is being evaluated or treated for any injury or health problem;

- communicate with the team physician on a regular basis regarding student athletes' readiness to play and the status of all students being evaluated or treated for any injury or health problem;
- provide such additional services based upon need and availability as mutually agreed to by the parties.

Services will be provided by ESSENTIA to DPS with no annual fee in exchange for DPS's performance of the obligations described in Exhibit B.

Check if applicable:

- DPS shall reimburse ESSENTIA for reasonable, documented travel expenses in accordance with the then-current IRS standard mileage rates, and shall reimburse ESSENTIA or shall directly pay for all other reasonable and appropriate related expenses including, but not necessarily limited to, lodging and meals.

EXHIBIT B
OBLIGATIONS OF DPS

DPS agrees to:

- ensure that health history and consent for treatment forms are obtained and returned to DPS for each student athlete prior to and as a condition of participation in DPS sports programs;
- recognize the responsibility and authority of Professionals to direct the care of injured student athletes and to determine the type(s) of treatment required;
- recognize the responsibility and authority of Professionals to make final determinations regarding each student athlete's ability to safely participate in practices and athletic events;
- ensure that coaching staff members respect Professionals' assessments of student athletes' readiness to safely participate in practices and athletic events;
- provide a means for DPS' coaches to communicate with Professionals during all practices and athletic events;
- appoint a liaison to work with Professionals as may be required for Professionals to provide Services hereunder;
- work cooperatively with ESSENTIA to determine at which events Professionals must provide on-site Services.
- acknowledge at all home games/venues, via signage, program advertisement and public address announcement, that orthopedic & sports medicine services are provided by ESSENTIA
 - All acknowledgements should be healthcare industry exclusive (any existing signage in the facilities can remain during current contract duration, but not be renewed and nothing new can be added).
- ESSENTIA shall provide DPS with information including ads, logos, scripting, etc. for the signage, public address announcement and program advertisement
- Signage on training room and weight room door (if applicable) to acknowledge that orthopedic & sports medicine services are provided by ESSENTIA
- provide additional promotion opportunities as agreed upon by ESSENTIA's Marketing Team and DPS
- make coaches aware of the Services being provided by ESSENTIA
- provide ESSENTIA with input regarding the selection of Professionals; and
- provide ESSENTIA with feedback regarding Professionals' performance of Services hereunder.

UNIVERSITY OF MARY
Program in Occupational Therapy
Division of Human Performance Sciences

A G R E E M E N T

WHEREAS, University of Mary, Bismarck, ND, hereafter referred to as the University, is currently conducting an *Occupational Therapy Curriculum* within the University and desires to obtain clinical education for the students enrolled in the curriculum;

WHEREAS Duluth School District, ISD 709

hereafter referred to as the Facility, has an *Occupational Therapy Department* and is willing to furnish clinical education in *Occupational Therapy* for students of the University:

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, Laura Kloffman and the parties agrees as follows:

1. *Responsibilities of the facility:*

- Provide a jointly and appropriately planned and supervised program of clinical experience
- Facility has ultimate responsibility for patient care
- Maintain records and reports on each student's performance and inform the school of unsatisfactory performance on a timely basis
- Evaluate the student's performance and provide a copy to the school
- Permit the inspection of the facilities and the student's record
- May request that a student be removed from the practice setting when appropriate
- May request removal of a student whose health status is hazardous to the service recipients or personnel
- Provide the academic and clinical credentials of any person supervising or teaching the student
- Provide student access to emergency services, with student responsible for costs if appropriate
- Provide updated agreements and information on a timely matter to the school including health requirements
- The Facility assumes no obligation for compensation or reimbursement to the student regarding professional liability insurance, or hospitalization.

In addition, the facility will provide the following

<u> </u> Yes	<u> ✓ </u> No	A room at or nearby the facility free or at a reduced cost
<u> </u> Yes	<u> ✓ </u> No	Meals free of charge <u> </u> /day
<u> </u> Yes	<u> ✓ </u> No	Stipend
<u> </u> Yes	<u> </u> No	Other <u> N/A </u>

2. *Responsibilities of the ~~school~~ ^{University:}*

- Provide student information that is legally permissible
- Provide information requested by the facility about the program
- Assure that the student has been informed about the health requirements of the facility
- Assure that the prerequisite coursework for the particular type of experience has been successfully completed
- Designate a faculty member to coordinate with the facility - arbitration of disputes shall be the responsibility of the faculty member in charge of clinical education
- Enforce the rules and regulations governing the students
- Provide proof of professional liability insurance
- Remove the student from the practice setting if appropriate and recommended by the facility

- o The liability of the University is limited by the constitution and laws of the State of North Dakota and by the limits of the insurance of the University.

3. *Responsibilities of the student:*

- o Serve others in ways that model the professional, religious, ethical, and humanistic values inherent in the Benedictine tradition of health care established by the University sponsors, the Sisters of Annunciation Monastery;
- o Follow the administrative policies of the facility
- o Follow the facility's regulations regarding professional attire
- o Follow the schedule and operating hours of the facility
- o Gain written permission from the facility before publishing any written material relating to the clinical education experience
- o Provide transportation to and from facility
- o Subsidize and provide documentation and proof of immunization as required by the facility
- o College student's claims to workers' compensation or unemployment compensation insurance programs shall be determined by State law for students enrolled in the program.

4. *General*

- o This agreement is not assignable, but is binding on the corporate successors of the parties.
- o This agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
- o This agreement is of indefinite duration, however, it is subject to termination by either party upon 90 days' written notice to the other, delivered by registered mail.
- o This agreement shall be effective when executed by both parties.
- o Each party shall be responsible for claims, losses, damages, and expenses which may arise out of negligent acts or omissions of that party or its agents, employees, or students in performance of this agreement.
- o It is mutually agreed that there shall be no discrimination on the basis of race, color, religion, sex, age, national origin, disability, marital status or public assistance, in accordance with applicable laws.

University

By _____ Date _____
Executive Vice President

By _____ Date _____
Program Director in Occupational Therapy

By _____ Date _____
Academic Fieldwork Coordinator

Facility
By Laura Klepner Date 2/24/16
Clinical Coordinator of Clinical Education

By [Signature] Date 5/31/16
Facility Administrator

[Signature] 5/31/16
CFO

5/31/16

To whom it may concern:

As an occupational therapist in ISD 709, I would like to be a supervisor of a fieldwork/intern student in the field of occupational therapy. This is a required part of a college requirement, similar to a teacher's "student teaching."

I am aware of the OT student interested in completing her fieldwork, as she has gained observation hours with me in another setting.

Please contact me w/ questions or concerns.

Sincerely,

Laura Kleffman
218-409-2587

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

May 2016

Facilities Management – Maintenance and Operations - General

In the past month the maintenance crews have completed 298 work orders, and are currently working on 393 open work orders.

Facilities maintenance trade crews are currently scheduled to be at OEMS to be followed by Congdon Park, Homecroft and Lakewood elementary schools.

Re-commissioning is continuing at four sites as mentioned last month, and will be completed once warm weather arrives and the dehumidification process and functionality can be tested and evaluated.

Capital Construction:

Ongoing - Facilities is working with design professionals, as well as time and material contractors to facilitate the completion of the School Board approved projects related to the remaining LRFP fund balance.

The project for Classroom Security Locksets has been completed this week.

Installation of the EHS visitor management doors will be starting in mid-June.

HOCHS new main 3rd Street visitor entrance construction should be complete with access control by June 20.

Johnson-Wilson Constructors has begun excavation work for the new Design Center at Denfeld High School.

The second round of bids was received for HOCHS 3rd Street visitor parking lot, and this project was awarded and will begin shortly.

The new data cabling and camera installation project at HOCHS is about 1/3 done at this point.

Construction efforts have started for the Unity gym remodeling project.

New Employee

I want to welcome and introduce Dylan Carlson who joins the Facilities Management team today as our new Supervisor of Operations.

Dylan will take over the former role and position of John Hoban. Dylan has worked since 2009 with South Washington County Schools in Cottage Grove, MN. He is a BA graduate of the University of Wisconsin-Stout, and comes to us with excellent letters of recommendation from his former superintendent of schools, department heads and director of facilities.

Facilities Management – Operations - General

Cleaning efforts are ongoing at all sites.

Summer cleaning plans are being discussed and we are prepared to implement.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - Shredded rubber mulch was added to various playgrounds to ensure the proper attenuation levels.
 - A pickup truck full of chemicals and paints was recycled through the WLSSD Clean Shop program. This included the majority of items left in Central High School.
 - The required AHERA 3-year asbestos inspection RFP received no proposals. The project was resent to those parties still interested to be quoted.
 - Basketball hoop inspections are scheduled for June 6.
 - Lead samples were taken from the windows at Myers-Wilkins ES and found to be positive for lead.
 - Asbestos samples were taken for the ceiling tiles and mastic in the first and second floors of HOCHS and were found to be negative.
 - Asbestos samples were taken from tunnel B26 behind the engineer's office at HOCHS and several were found to be positive. Arrowhead Consulting will be checking the room and offering recommendations for sealing or cleaning.
 - A mildew smell at Piedmont was addressed prior to the Head Start inspection. A hole was patched, but the sink may need to be removed at a later date and cleaned underneath.

- Emergency Response
 - When contacting Dale Sundstrom at the Minnesota Department of Education, School Finance Division, I was informed that no radio equipment is covered under the H&S budget unless it is strictly and only used for emergency response i.e. it sits on the shelf and is not used unless there is an emergency even if it's written in the plan. Specifically, radio repeaters are not allowed. A fire marshal may require them, but they are not covered under H&S because the law does not require them.

- Workers' Compensation Activities
 - RAS is visiting with Safety and HR on June 15 to walk through our safety programs and hiring practices for a routine safety inspection.
 - OSHA Recordables - 1 recordable incident: Teacher hit in the head with basketball.
 - Incidents Reported: 24 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

152

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
04/25/2016	3006990	316575	00643572	V61525	SELL HARDWARE INC	SELL HARDWARE I BUILDING ACQUI	986064	OH	36,717.10	0.00	36,717.10
04/25/2016	3006991	316576	00643572	V61525	SELL HARDWARE INC	SELL HARDWARE I BUILDING ACQUI	986064	OH	1,788.00	0.00	1,788.00
04/28/2016	626	318661		V109153	WESTLUND GROUP INC THE	WESTLUND GROUP BUILDING ACQUIS	987553	OH	16,479.00	0.00	16,479.00
							Object 152000	Total:	54,984.10	0.00	54,984.10
							FQA 06-871-012-000-000	Total:	54,984.10	0.00	54,984.10

FQA: 06-871-220-000-000

GEN FUND SAVINGS-EAST

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
04/04/2016	150201.00-5	309557	00643245	V21575	L H B ENGINEERS AND	L H B ENGINEERS BUILDING ACQUI	979484	OH	1,000.00	0.00	1,000.00
							Object 152000	Total:	1,000.00	0.00	1,000.00
							FQA 06-871-220-000-000	Total:	1,000.00	0.00	1,000.00

FQA: 06-871-475-000-000

GEN FUND SAVINGS-HOMECROFT

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
04/26/2016	213867	317561		V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	986721	OH	10,697.22	0.00	10,697.22
							Object 152000	Total:	10,697.22	0.00	10,697.22
							FQA 06-871-475-000-000	Total:	10,697.22	0.00	10,697.22

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
04/14/2016	Y15074-9	312532	00643393	V102280	ARCHITECTURAL RESOURCES INC	ARCHITECTURAL R BUILDING ACQUI	983164	OH	3,000.00	0.00	3,000.00
04/28/2016	000062.1160	318662		V92312	FRYBERGER BUCHANAN SMITH & FRYBERGER BUCHA	FRYBERGER BUCHA BUILDING ACQUI	987553	OH	111.60	0.00	111.60
							Object 152000	Total:	3,111.60	0.00	3,111.60

Object: 153000 OTHER EQUIPMENT PURCHASED

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
04/25/2016	4099820	731837	00643511	V00110	ACME TOOLS	ACME TOOLS GCM12SD BOSCH 12 IN	986064	OH	551.65	0.00	551.65

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2016

153

04/25/2016	4099820	731837	00643511	V00110	ACME TOOLS	ACME TOOLS 1791500 POWERMATIC	986064	OH	2,609.99	0.00	2,609.99
04/25/2016	4099820	731837	00643511	V00110	ACME TOOLS	ACME TOOLS 1791279DXK POWERMAT	986064	OH	917.99	0.00	917.99
							Object 153000	Total:	4,079.63	0.00	4,079.63
							FQA 06-876-215-000-000	Total:	7,191.23	0.00	7,191.23

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
04/14/2016	213610	313258	00643438	V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	983164	OH	7,131.37	0.00	7,131.37
							Object 152000	Total:	7,131.37	0.00	7,131.37
							FQA 06-876-320-000-000	Total:	7,131.37	0.00	7,131.37

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
04/05/2016	CN10001600	311046	00001449	V106044	BRAUN INTERTEC CORP	BRAUN INTERTEC ADJ CREDIT BACK	980205	OH	8.00	0.00	8.00
04/25/2016	APP 1	316573	00643567	V61136	RIIHILUOMA RAY INC	RIIHILUOMA RAY BUILDING ACQUIS	986064	OH	168,462.00	0.00	168,462.00
							Object 152000	Total:	168,470.00	0.00	168,470.00
							FQA 06-876-525-000-000	Total:	168,470.00	0.00	168,470.00
Grand Total:									<u>249,473.92</u>	<u>0.00</u>	<u>249,473.92</u>