

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Monday, August 8, 2016
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

1. Financial Report

A. Financial Report

June financials will be presented at a later date.

B. Approval of Payment of Claims

This item is attached as an "extra".

C. Budget Revisions

5

D. Wire Transfers

7

E. Investment Transactions

8

F. APU Projections

APU Projections will resume in October.

G. Fundraisers - None

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

A. Bids

1) Bid #1253– Snow Plowing Services

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Central, HOCHS, Homecroft, Laura MacArthur, Piedmont, Stowe,
 Transportation – Billington Contracting, Inc. – \$54,648.00
 Denfeld, East H.S., Lincoln Park MS, Lowell, Myers-Wilkins,
 Nettelton, Ordean East MS – Blotti Contracting, Inc. – \$62,874.00
 Congdon Park, Lakewood, Lester Park, Rockridge – Viele Contracting,
 Inc. - \$23,680.00

Three bids were received in response to the District's request for bids
 for District-wide snow plowing services for FY17.

Recommendation: It is recommended the School Board approve entering into a
 contract with the firms listed above based on their low bid and estimated quantity of
 removal events as shown on the Bid Tab and Letter of Recommendation, as
 provided in response to Bid #1253– Snow Plowing Services.

It is further recommended the Duluth School Board approve the two (2) additional
 contract extension options through June 30, 2018, if the amount is determined
 acceptable by the Director of Business Services

B. R.F.P.s

1) RFP #306 - Playground Rubber Removal and Reconstruction Design

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The District received three (3) responses to its solicitation and RFP

#306 – Playground Rubber Removal and Reconstruction Design. These responses were reviewed and evaluated by the Facilities Management Department staff and the responding firms were determined to all have very good qualifications and experience necessary to confirm their capacity to perform the desired investigation research and design and construction administration services. Proposed fees for the Phase I services all based on hourly not to exceed amount where SAS+Associates proposed the lowest cost fees.

Recommendation: It is recommended the School Board approve entering into a contract with the firm of SAS Associates to perform Phase I described professional design and survey services for an hourly not to exceed fee of \$18,500.

It is further recommended the Duluth School Board authorize the Director of Business Services or Superintendent of Schools to negotiate an agreement for design and construction services necessary for the bidding of projects defined in the Phase I assessment and appropriate construction administration and observation of construction for a total Phase II fee not to exceed \$50,000.

C. Quotes

3. **Policies and Regulations**

A. New Policy 705 - Investments

Backup for this policy will be provided at the Business Committee meeting. This policy would replace current policy number 3019 - Investments.

B. 3019 - Investments - Deletion

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In moving to the MSBA Model Policies, administration is recommending the deletion of Policy 3019, which will be replaced with MSBA Policy 705. This is recommended for the first reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3019 - first reading.

C. Policy 3040 Renumbering to 706 - Acceptance of Gifts

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Administration is recommending this policy be renumbered from 3040 to 706 at this time.

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

Recommendation: It is recommended that the Duluth school Board approve the renumbering of Policy 3040 to MSBA Model Policy 706.

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

A. Contracts

1) K.E.Y. Zone - YMCA

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Attached is a contract with the YMCA to support K.E.Y. Zone before and after school programs - at nine elementary sites for the 2016-17

school year in the approximate amount of \$800,000. The funding for the program will come from money collected from participants.

Recommendation: It is recommended that the Duluth School Board approve the contract with the YMCA for K.E.Y. Zone services.

2) YMCA - 21st Century Community Learning Center Programs 32

Attached is the contract with the YMCA to support the 21st Century Community Learning Center Programs before and after school programs at five elementary sites for the 2016-17 school year in the approximate amount of \$58,218. The funding for the program will come from the 21st Century Community Learning Center grant.

Recommendation: It is recommended that the Duluth School Board approve the contract with the YMCA to support the 21st Century Community Learning Center Programs.

B. Change Orders

1) Change Order related to Facilities Project - Bid #1245 44

Bid #1245 - Myers-Wilkins Elementary School Window Replacement and Masonry Restoration was approved at the School Board Meeting on March 22, 2015 with a base bid of \$844,000.00.

Change Order #1 to this bid is for window demolition adding cost associated with lead based paint present, and additional masonry void filling for total add of \$55,524.00.

Recommendation: It is recommended the School Board approve the change order as listed above pertaining to Bid #1245– Myers-Wilkins Elementary School Window Replacement and Masonry Restoration adding \$55,524.00 to the previously awarded base bid and change orders for a new contract total of \$899,524.00.

C. Leases

1) Washington Recreation Washington Center Lease from City of Duluth 52

Attached is a lease from the City of Duluth for the Washington Recreation Washington Center. This three year agreement will have a year one cost of \$13,120 with a 3% increase for year two and a 3% increase for year three.

Recommendation: It is recommended that the Duluth School Board approve this three year lease agreement with the City of Duluth with an initial cost of \$13,120 for year one and a 3% increase each for years two and three. The School Board also authorizes the CFO/Director of Business Services to sign and process all necessary documents.

5. Resolutions

A. B-8-16-XXXX- Acceptance of Donations to Duluth Public Schools. 64

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-16-XXXX.

B. B-8-16-XXXX - Authorized Bank Account Signer 65

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-16-XXXX.

C. B-8-16-XXXX Broadcasting Committee Meetings 66

D. PLACEHOLDER - Sale of Property

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

A. Expenditure Contracts 67

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

B. Revenue Contracts 68

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

C. Other Contracts - None

D. Change Orders Signed-None

E. Facilities Management & Capital Project Status Report 79

7. Future Items

A. Policy Updates

B. Levy Certification

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 06/30/2016

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
06/03/2016	V79764	DULUTH FEDERATION OF TEA	31,389.46
06/03/2016	V107231	DULUTH TEACHERS CREDIT	7,843.91
06/03/2016	V106637	EBC - FLEX EFT	10,602.61
06/03/2016	V106636	EBC - TSA EFT	80,462.81
06/03/2016	V79771	EDUCATION MN CLERICAL	1,263.12
06/03/2016	V102915	FEDERAL 941 PR TAXES	611,185.74
06/03/2016	V108066	MG TRUST	96,970.81
06/03/2016	V05173	MN CHILD SUPPORT EFT	2,164.32
06/03/2016	V108320	MN DEPT OF REVENUE EFT	254.00
06/03/2016	V102916	MN STATE PR TAXES	98,234.04
06/03/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	101,408.07
06/03/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	262,786.52
06/03/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,598,512.70
06/17/2016	V106466	CITISTREET FOR MSRS	1,376,789.72
06/17/2016	V79764	DULUTH FEDERATION OF TEA	31,333.22
06/17/2016	V107231	DULUTH TEACHERS CREDIT	7,793.91
06/17/2016	V106637	EBC - FLEX EFT	10,808.28
06/17/2016	V106636	EBC - TSA EFT	80,367.39
06/17/2016	V79771	EDUCATION MN CLERICAL	19.15
06/17/2016	V102915	FEDERAL 941 PR TAXES	653,487.30
06/17/2016	V108066	MG TRUST	97,787.20
06/17/2016	V05173	MN CHILD SUPPORT EFT	2,164.32
06/17/2016	V102916	MN STATE PR TAXES	106,129.93
06/17/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	102,431.24
06/17/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	272,666.70
06/17/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,676,156.11
06/29/2016	V06645	MEDICA HEALTH PLAN (EFT)	179,254.90
06/29/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	56,243.35
06/29/2016	V104923	HARRIS BANK	40,789.51
			7,597,300.34

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

Beginning Investment Balance (May 31, 2016): \$ **5,857,478.47**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
06/01	FFCB	MBS	01/17/17	0.56%	\$ 469,339.00
06/03	The Western State Bank (KS)	MBS	01/03/17	0.50%	249,000.00
06/06	MN Trust Term Series	PMA	07/07/16	0.50%	3,000,000.00
06/06	MN Trust Term Series	PMA	07/26/16	0.50%	5,500,000.00
06/06	MN Trust Term Series	PMA	08/11/16	0.50%	2,000,000.00
06/06	MN Trust Term Series	PMA	01/26/17	0.55%	1,000,000.00
06/17	Choice Financial Group (ND)	MBS	12/19/16	0.50%	249,000.00
06/22	Beal Bank USA (NV)	MBS	01/18/17	0.55%	249,000.00
06/29	Pacific City Bank (CA)	MBS	12/29/16	0.45%	249,000.00
06/30	MBank (MI)	MBS	12/30/16	0.60%	249,000.00
Total Purchases			\$	13,214,339.00	

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
06/06	MN Trust Term Series	PMA	06/06/16	0.50%	\$ 2,000,000.00
06/15	Beal Bank, SSB (TX)	MBS	06/15/16	0.60%	248,000.00
06/16	Pacific Enterprise Bank (CA)	PMA	06/16/16	0.50%	249,300.00
06/16	CIT Bank (CA)	PMA	06/16/16	0.50%	249,300.00
06/17	Ally Bank (UT)	MBS	06/17/16	0.60%	248,000.00
Total Maturities			\$	2,994,600.00	

Other items:

Add:	Money Market Funds Interest	\$ 497.13
	Beginning Value Adjustment	0.00
	Other Interest/Cash Balance on Account (Reverse)	0.00
Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	10,486.47
Total Other		\$ - 9,989.34

Ending Investment Balance (June 30, 2016) \$ **16,067,228.13**

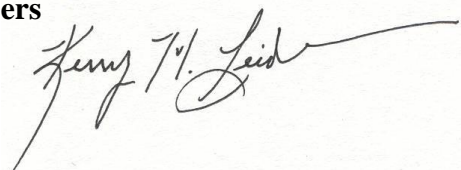
Note: Ending Investment Balance as of June 30, 2015 was \$ 7,348,989.44

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider

Date: August 8 , 2016



Re: Bid # 1253 – District-Wide Snow Plowing Services

Three bids were received in response to the School District's request for bids for District-wide Snow Plowing Services in FY14. The total low bids determined from acceptable site-specific proposals are as follows:

Blotti Contracting, Inc	\$62,874.00
Billington Contracting Inc.	\$18,675.00
Viele Contracting, Inc.	\$23,680.00

It is recommended the Duluth School Board approve the bids as noted above for the work defined in Bid #1231 – Snow Plowing Services, for a total estimated cost of \$146,202.00.

It is further recommended the Duluth School Board approve the two (2) additional contract extension options through June 30, 2018, if the amount is determined acceptable by the Director of Business Services.

Attached please find the Bid Tab and comparison with other fiscal years for reference.

Attachments

BID TABULATION
SNOW PLOWING SERVICES
for the period of July 1, 2016 through June 30, 2017
BID #1253

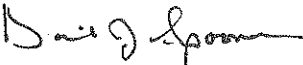
		Billington Contracting			Blotti Contracting			Sinnott Blacktop			Viele Contracting		
		Bid Bond:	no		Bid Bond:	yes		Bid Bond:	no		Bid Bond:	no	
<i>Snow Fall</i>		Add. No. 1	yes		Add. No. 1	no		Add. No. 1	yes		Add. No. 1	no	
		1-6"	6.01-12"	above 12"	1-6"	6.01-12"	above 12"	1-6"	6.01-12"	above 12"	1-6"	6.01-12"	above 12"
1	Central	\$500	\$700	\$1,000	\$575	\$850	\$1,100	\$675	\$950	\$1,300			
2	Congdon Park										\$160	\$250	\$410
3	Denfeld HS				\$545	\$674	\$974	\$650	\$1,050	\$1,500			
4	East HS				\$698	\$890	\$1,344				\$800	\$1,180	\$1,825
5	HOCHS	\$650	\$850	\$1,100									
6	Homecroft	\$440	\$550	\$800							\$430	\$640	\$870
7	Lakewood										\$405	\$610	\$1,000
8	Laura MacArthur	\$380	\$600	\$800	\$425	\$574	\$794	\$600	\$1,000	\$1,400			
9	Lester Park										\$350	\$610	\$1,020
10	Lincoln Park MS	\$620	\$825	\$1,079	\$589	\$834	\$1,148	\$700	\$1,050	\$1,400			
11	Lowell				\$238	\$458	\$638						
12	Meyrs Wilkins				\$274	\$320	\$494						
13	Nettleton				\$168	\$448	\$550						
14	Ordean East MS				\$494	\$694	\$994				\$530	\$770	\$1,150
15	Piedmont	\$300	\$425	\$500	\$375	\$548	\$674						
16	Rockridge										\$200	\$290	\$390
17	Stowe	\$330	\$599	\$850	\$474	\$694	\$794	\$550	\$800	\$1,000			
18	Transportation	\$275	\$325	\$500				\$275	\$350	\$450			
Total of all sites per snowfall rate		\$3,495	\$4,874	\$6,629	\$4,855	\$6,984	\$9,504	\$3,450	\$5,200	\$7,050	\$2,875	\$4,350	\$6,665
Total Annual Amount of Bid		\$72,297			\$101,152			\$72,650			\$61,365		
Total Low Bid Amount		\$2,875	\$4,049	\$5,550	\$3,006	\$4,318	\$6,142				\$1,115	\$1,510	\$2,820
Low Annual Amount		\$59,648			\$62,874						\$23,680		

PRICE COMPARISON SNOW PLOWING SERVICES

Snow Fall	change from FY16			Bid #1253 FY17 July 1, 2016 - June 30, 2017			Bid #1231 FY16 (3rd year) July 1, 2015 - June 30, 2016			Bid #1231 FY15 (2nd year) July 1, 2014 - June 30, 2015		
	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+
Central	-25.2%	-28.3%	-25.2%	\$500.00	\$700.00	\$1,000.00	\$668.32	\$976.77	\$1,336.63	\$661.70	\$967.10	\$1,323.40
Congdon Park	-2.7%	-2.7%	-0.3%	\$160.00	\$250.00	\$410.00	\$164.51	\$257.05	\$411.27	\$162.88	\$254.50	\$407.20
Denfeld HS	47.6%	24.2%	31.9%	\$545.00	\$674.00	\$974.00	\$369.12	\$542.88	\$738.23	\$365.46	\$537.50	\$730.92
East HS	-14.6%	-24.7%	-26.4%	\$698.00	\$890.00	\$1,344.00	\$817.40	\$1,182.41	\$1,825.02	\$809.31	\$1,170.70	\$1,806.95
HOCHS				\$650.00	\$850.00	\$1,100.00						
Homecroft	0.7%	-14.4%	-8.4%	\$440.00	\$550.00	\$800.00	\$436.98	\$642.61	\$873.61	\$432.65	\$636.25	\$865.30
Lakewood	-0.3%	-0.3%	-2.3%	\$405.00	\$610.00	\$1,000.00	\$406.13	\$611.77	\$1,023.04	\$402.11	\$605.71	\$1,012.91
Laura MacArthur	15.9%	8.3%	8.2%	\$380.00	\$600.00	\$800.00	\$327.99	\$554.19	\$739.26	\$324.74	\$548.70	\$731.94
Lester Park	-1.3%	-0.3%	-0.3%	\$350.00	\$610.00	\$1,020.00	\$354.72	\$611.77	\$1,023.04	\$351.21	\$605.71	\$1,012.91
Lincoln Park MS	-17.9%	-9.8%	-6.9%	\$589.00	\$834.00	\$1,148.00	\$717.67	\$924.33	\$1,232.79	\$710.56	\$915.18	\$1,220.58
Lowell	-7.0%	-5.2%	-4.4%	\$238.00	\$458.00	\$638.00	\$256.02	\$483.24	\$667.29	\$253.48	\$478.46	\$660.68
Meyers Wilkens	34.6%	7.3%	23.2%	\$274.00	\$320.00	\$494.00	\$203.58	\$298.17	\$400.99	\$201.56	\$295.22	\$397.02
Morgan Park				<i>removed (building sold)</i>			<i>removed (building sold)</i>			\$181.20	\$303.36	\$455.05
Nettleton	-8.2%	-5.1%	-23.5%	\$168.00	\$448.00	\$550.00	\$183.02	\$471.93	\$718.70	\$181.20	\$467.26	\$711.59
Ordean East MS	-8.5%	-10.0%	-14.1%	\$494.00	\$694.00	\$994.00	\$539.79	\$771.14	\$1,156.70	\$534.45	\$763.50	\$1,145.25
Piedmont	8.5%	3.1%	-3.7%	\$300.00	\$425.00	\$500.00	\$276.58	\$412.30	\$519.23	\$273.84	\$408.22	\$514.09
Rockridge	-0.2%	-2.7%	-0.2%	\$200.00	\$290.00	\$390.00	\$200.50	\$298.17	\$390.71	\$198.51	\$295.22	\$386.84
Stowe	-5.3%	-2.7%	0.9%	\$330.00	\$599.00	\$850.00	\$348.55	\$615.88	\$842.08	\$345.10	\$609.78	\$833.74
Transportation	7.0%	-2.7%	14.4%	\$275.00	\$325.00	\$500.00	\$257.05	\$334.16	\$436.98	\$254.50	\$330.85	\$432.65
Total of all sites per snowfall rate	7.2%	1.4%	1.2%	\$6,996.00	\$10,127.00	\$14,512.00	\$6,527.93	\$9,988.77	\$14,335.57	\$6,644.46	\$10,193.22	\$14,649.02
Estimated Total Annual Amount	3.8%			\$146,702.00			\$138,759.99			\$141,346.82		

Memorandum

To: Bill Hanson
Kerry Lieder

From: Dave Spooner 

Date: July 25, 2016

Re: RFP 306 Request for Architectural and Engineering Services

The District received 3 responses to our request for Architectural and Engineering Services - Phase one – District Wide Playground Fall Protection.

Facilities Management has reviewed all three proposals, and has determined all firms to be qualified. Due to similar qualifications, we recommend award to be based on the lowest not to exceed hourly fee.

Therefore, I am recommending we enter into agreement with SAS+Associates, for a not to exceed amount of \$10,500, with additional owner authorized reimbursable expenses for survey work if or where needed as per proposal.

However, I am aware that School Board or Community review and input may be required prior to any agreement or award, so am forwarding the proposals for that process with this recommendation letter.

Thank you, and please contact me with further questions.

June 29, 2016

RFP No. 306

ARCHITECTURAL & ENGINEERING SERVICES Relating to Various Playground Projects

All proposals are due by 10:00 a.m., **July 8, 2016**

I PROJECT DESCRIPTION

Preliminary Design Services: ISD 709 intends to remove and replace the rubber mulch (impact attenuation surfacing) currently installed at ten sites. This removal and reconstruction project will be scheduled for construction in the spring of 2017 and completed by August 31, 2017. The sites include Lakewood, Lester Park, Ordean East, Homecroft, Lowell, Myers-Wilkins, Piedmont, Lincoln Park, Laura MacArthur, and Stowe School. The successful firm or individual will be responsible for surveying, planning, designing, administration and possibly construction management relating to these sites where this type of work is required.

II PROJECT WORK SCOPE

The selected firm(s) will work with the School District's Facilities Management staff and individual school site teams and community group to do the following:

A) Phase I - On an hourly not-to-exceed fee basis: 1) Provide site plan and onsite reviews and evaluations of existing conditions, research and make recommendations pertaining to at least four types of alternative surfaces to replace the rubber mulch, at a minimum: engineered wood fiber, poured in place rubber, rubber tiles, and artificial turf. 2) Develop a preliminary scope of work that will be required for each type of surfacing material including any regarding replacement of drainage system and structures, and adjustment to play structures/equipment. Create weighting criteria for positive and negative features for each surface type being evaluated. NOTE: Work to measure or survey playgrounds is not part of this Phase I proposal. 3) Present findings to School Board and community to collect feedback on options and cost estimates. Verification of costs with a playground contractor would be appropriate. Existing conditions vary at each of the sites including depth of existing rubber, base material and drain tile. Assume some of the alternatives may require re-grading of sub-base and repositioning of drain tile and related connections.

B) Phase II - On a lump sum fee basis to be provided after completion of Phase, and after the School Board has confirmed work scope and budget, to: 1) Develop bid documents for one or up to ten (10) bid packages. 2) Coordinate appropriate and necessary site surveys and soils sampling or civil engineering services as required for the design process. 3) Prepare appropriate drawings and bid documents required to receive bids or quotes, and to facilitate

appropriate volunteer labor efforts. 4) Provide construction administrations services and or construction management services to allow for multiple contracts in completing projects.

III QUALIFICATIONS

Design professionals shall be experienced in playground design and have an understanding of both CPSC guidelines and ASTM standards for impact attenuation and accessibility. Submit at least three of your most recent examples of constructed playground designs (Photos or drawings with descriptions will suffice). Also, list any recent work as a consultant to ISD 709.

IV PROJECT COMMUNICATIONS

The primary District contact person for the Architect will be the Property and Risk Manager for the District or his/her designated representative. The Architect will also communicate with, administrators, contractors, etc. The Architect shall take minutes of all project related meetings, telephone calls, and furnish the District with a copy of minutes within three working days of such meeting.

V CONDITIONS

CONTRACTOR'S RECORDS: The books, records, documents, accounting procedures and practices of the successful firm relevant to these services are subject to examination by the District or its designated representative and the State Auditor or Legislative Auditor as deemed appropriate for three years after final payments are made and all other pending matters are closed.

HOLD HARMLESS: The successful firm(s) agrees to defend and hold the District harmless from any claims, demands, actions or causes of actions arising out of any act or omission on the part of the firm, their subcontractors, agents or employees in the performance of, or with relation to, any of the work or services provided to be performed or furnished by the firm as described in the scope of work above.

COMPLIANCE: The successful firm agrees to perform these services in compliance with all federal, state and local laws, ordinances and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the company's performance of the provisions of this agreement or the product they provide.

VI PROPOSAL CONTENTS

Two (2) copies of the Proposal are required.

The cover sheet shall contain: the Proposal date, title "2016 Proposal for Architectural and Engineering Services – Rubber Mulch Removal from Playgrounds", name, address and telephone number of the firm making the proposal, and the name of the contact person responsible for the proposal.

Identify the team who will be assigned to perform services as outlined above including any consultants. Include the education, degrees, professional registration and resumé of experience for all principle team members. Indicate the name of a person who will perform the role of lead project manager (the person who would be directly responsible for designing and organizing the major elements of the planning, design and construction administration work.

State your firm's experience in playground facilities planning, design and construction administration/management/maintenance with special emphasis on governmental and school districts projects. Include the name, address and telephone numbers of other school districts for which you have performed similar services.

Provide the signature of the person responsible for the proposal and a statement that said person has the authority to bind the company with this proposal.

VII FEE

Provide an hourly not-to-exceed fee for completion of Phase I scope of work, and provide a list of hourly rates for persons in your firm and the rates of any consultants you will consider part of your team. Hourly fees provided shall be good for a period of at least one year beginning August 15, 2016.

NOTE: The Architect will be asked to provide the District with construction cost estimates as the project design effort proceeds, and if at any point prior to bidding, the estimated cost is projected to exceed the pre-defined budget, the firm must notify the District. At the District's option, the Architect may be requested to modify the design or reduce the scope of work to achieve a design that is estimated to bid within budget. There will be no redesign fee allowed when it is required to complete the project within budget established by the Firm in completing Phase I services.

If bids exceed the approved budget by more than five (5) percent, the Architect may be requested to modify the project specification and design, and re-bid the project to bring it within budget. No additional fee will be allowed for the redesign and re-bid effort when a budget is determined and communicated prior to the Architect beginning services described in Phase II.

VIII SELECTION PROCESS

The staff of the District's Facilities Management department will review all proposals evaluating and determining the firm/individual with the best qualifications, availability to perform work on the timelines discussed, and best value as it relates to the firm's proposed fee for Phase I work scope, and the hourly fee of the primary individual who is expected to perform a majority of the work.

The terms of the agreement will utilize a modified AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (Addendum attached). This form will establish the underlying terms of the relationship including LUMP SUM FEE and a schedule

of hourly rates. The agreement will then be supplemented with FEE terms specific to each project to be designed in PHASE II, and as those terms are successfully negotiated.

In negotiating project-specific terms, the District will consider the proposed fee as it relates to the project and the described services. If the District and the selected Architect are not able to negotiate what the District deems an appropriate fee, the District reserves the right to reassign the project and to negotiate terms of an agreement with another firm.

The District reserves the right to award work to firms not selected, including firms that did not respond to this request for proposal.

IX PROPOSAL CONSIDERATION

The District reserves the right to accept or reject any or all proposals received if such action is deemed in the best interest of the District.

X QUESTIONS

Submit written questions to:
Independent School District #709
Kerry M. Leider, Property and Risk Manager
215 North First Avenue East
Duluth, MN 55802

XI PROPOSAL DELIVERY

Submit proposals to:
Independent School District #709
RFP 306 Attn: Supervisor of Purchasing, Room 212
215 North First Avenue East
Duluth, MN 55802

All proposals are due by 10:00 a.m. **July 8, 2016** at the above address.

RFP No. 306 - Architectural & Engineering Services Relating to Various Playground Projects¹⁷

LHB

Kevin Holm, Project Principal

Partnering with St. Croix Recreation

45 day turn-around

Fee: **\$16,000**

Miller Creek

Trish Crego, Design Lead

Partnering with Northland Consulting Engineers, David Bolt

Fee: **\$17,740**

SAS+ Associates

Luke Sydow, Project Manager

Fee: **\$10,500**

3019 INVESTMENTS

I. PURPOSE

The purpose of this policy is to establish guidelines for the investment of School District funds.

II. GENERAL STATEMENT OF POLICY

It is the policy of this School District to comply with all state laws relating to investments and to guarantee that investments meet certain primary criteria.

III. SCOPE

This policy applies to all investments of funds of the School District, regardless of the fund accounts in which they are maintained, unless certain investments are specifically exempted by the School Board through formal action.

IV. AUTHORITY; OBJECTIVES

A. The funds of the School District shall be deposited or invested in accordance with this policy, Minn. Stat. Chapter 118A and any other applicable law or written administrative procedures.

B. The primary criteria for the investment of the funds of the School District, in priority order, are as follows

1. Safety and Security. Safety of principal is the first priority. The investments of the School District shall be undertaken in a manner that seeks to ensure the preservation of the capital in the overall investment portfolio.
2. Liquidity. The funds shall be invested to assure that funds are available to meet immediate payment requirements, including payroll, accounts payable and debt service.
3. Return and Yield. The investments shall be managed in a manner to attain a market rate of return through various economic and budgetary cycles, while preserving and protecting the capital in the investment portfolio and taking into account constraints on risk and cash flow requirements.

V. DELEGATION OF AUTHORITY

A. The Director of Business and Finance of the School District is designated as the investment officer of the School District and is responsible for investment decisions and activities under the direction of the School Board. The investment officer shall operate the School District's investment program consistent with this policy. The investment officer may delegate certain duties to a designee or designees, but shall remain responsible for the

operation of the program.

B. All officials and employees that are a part of the investment process shall act professionally and responsibly as custodians of the public trust, and shall refrain from personal business activity that could conflict with the investment program or which could reasonably cause others to question the process and integrity of the investment program. The investment officer shall avoid any transaction that could impair public confidence in the School District.

VI. STANDARD OF CONDUCT

The standard of conduct regarding School District investments to be applied by the investment officer shall be the "prudent person standard." Under this standard, the investment officer shall exercise that degree of judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence would exercise in the management of their own affairs, investing not for speculation and considering the probable safety of their capital as well as the probable investment return to be derived from their assets. The prudent person standard shall be applied in the context of managing the overall investment portfolio of the School District. The investment officer, acting in accordance with this policy and exercising due diligence, judgment and care commensurate with the risk, shall not be held personally responsible for a specific security's performance or for market price changes. Deviations from expectations shall be reported in a timely manner and appropriate actions shall be taken to control adverse developments.

VII. MONITORING AND ADJUSTING INVESTMENTS

The investment officer shall routinely monitor existing investments and the contents of the School District's investment portfolio, the available markets and the relative value of competing investment instruments.

VIII. INTERNAL CONTROLS

The investment officer shall establish a system of internal controls which shall be documented in writing. The internal controls shall be reviewed by the School Board and shall be annually reviewed for compliance by the School District's internal auditor or independent auditors. The internal controls shall be designed to prevent and control losses of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions by officers, employees or others. The internal controls may include, but shall not be limited to, provisions relating to control of collusion, separation of functions, separation of transaction authority from accounting and record keeping, custodial safekeeping, avoidance of bearer form securities, clear delegation of authority to applicable staff members, limitations regarding securities losses and remedial action, written confirmation of telephone transactions, supervisory control of employee actions, minimizing the number of authorized investment officials, and documentation of transactions and

strategies.

IX. PERMISSIBLE INVESTMENT INSTRUMENTS

The School District may invest its available funds in those instruments specified in Minn. Stat. 118A.04 and 118A.05, as that section may be amended from time to time, or any other law governing the investment of School District funds.

X. PORTFOLIO DIVERSIFICATION; MATURITIES

A. The School District shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

1. The maximum percentage of the School District's investment portfolio that may be invested in a single investment issuer is 20%.
2. The maximum percentage of the School District's investment portfolio that may be invested in a single type of investment instrument, such as U.S. Treasury Obligations, certificates of deposit, repurchase agreements, banker's acceptances, commercial paper, etc. is 85%.
3. The maximum percentage of the total investment portfolio that may be held in any one depository is 75%.
4. Investment maturities shall be scheduled to coincide with projected School District cash flow needs, taking into account large routine or scheduled expenditures, as well as anticipated dates of receipt of anticipated revenues. Maturities for short-term and long-term investments shall be timed according to anticipated need. Within these parameters, portfolio maturities shall be staggered to avoid undue concentration of assets and a specific maturity sector. The maturities selected shall provide for stability of income and reasonable liquidity.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Before the School District invests any funds in a specific investment instrument, a competitive quotation process shall be utilized. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations shall be requested for instruments which meet the maturity requirement. If no specific maturity is required, a market trend analysis, which includes a yield curve, will normally be used to determine which maturities would be most advantageous. Quotations shall be requested for various options with regard to term and instrument. The School District will accept the quotation that provides the highest rate of return within the maturity required and within the limits of this policy. Generally all quotations will be computed on a consistent basis, i.e., a 360-day or a 365-day yield. Records will be kept of the quotations received, the quotations or bids accepted and a brief explanation of the decision that was made regarding the investment.

XII. QUALIFIED INSTITUTIONS AND BROKER-DEALERS

A. The School District shall maintain a list of the financial institutions that are approved for investment purposes.

B. Prior to completing an initial transaction with a broker, the School District shall provide to the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with the district's investment policy and with Minnesota Statutes governing the investment of public funds. The broker must annually acknowledge receipt of the statement of investment restrictions and agree to handle the School District's account in accordance with these restrictions. The School District may not enter into a transaction with a broker until the broker has provided this written agreement to the School District. The notification form to be used shall be that prepared by the State Auditor. A copy of this investment policy, including any amendments thereto, shall be provided to each such broker.

XIII. SAFEKEEPING AND COLLATERALIZATION

A. All investment securities purchased by the School District shall be held in third-party safekeeping by an institution designated as custodial agent. The custodial agent may be any federal reserve bank, any bank authorized under the laws of the United States or any state to exercise corporate trust powers, a primary reporting dealer in United States Government securities to the Federal Reserve Bank of New York, or a securities broker-dealer defined in Minn. Stat. 118A.06. The institution or dealer shall issue a safekeeping receipt to the School District listing the specific instrument, the name of the issuer, the name in which the security is held, the rate, the maturity, serial numbers and other distinguishing marks, and other pertinent information.

B. Deposit-type securities shall be collateralized as required by Minn. Stat. 118A.03 for any amount exceeding FDIC, SAIF, BIF or FCUA coverage.

C. Repurchase agreements shall be secured by the physical delivery or transfer against payment of the collateral securities to a third party or custodial agent for safekeeping. The School District may accept a safekeeping receipt instead of requiring physical delivery or third-party safekeeping of collateral on overnight repurchase agreements of less than \$1,000,000.

XIV REPORTING REQUIREMENTS

A. The investment officer shall generate daily and monthly transaction reports for management purposes. In addition, the School Board shall be provided a monthly report that shall include data on investment instruments being held as well as any narrative necessary for clarification.

B. The investment officer shall prepare and submit to the School Board a quarterly investment report that summarizes recent market conditions, economic developments, and anticipated investment conditions. The report shall summarize the investment strategies employed in the most recent quarter, and describe the investment portfolio in terms of investment securities, maturities, risk characteristics and other features. The report shall explain the quarter's total investment return and compare the return with budgetary expectations. The report shall include an appendix that discloses all transactions during the past quarter. Each quarterly report shall indicate any areas of policy concern and suggested or planned revisions of investment strategies. Copies of the report shall be provided to the School District's internal auditor.

C. Within forty-five (45) days after the end of each fiscal year of the School District, the investment officer shall prepare and submit to the School Board a comprehensive annual report on the investment program and investment activity of the School District for that fiscal year. The annual report shall include 12-month and separate quarterly comparisons of return and shall suggest revisions and improvements that might be made in the investment program.

D. If necessary, the investment officer shall establish systems and procedures to comply with applicable federal laws and regulations governing the investment of bond proceeds and funds in a debt service account for a bond issue. The record keeping system shall be reviewed annually by the internal auditor or independent auditor or by another party contracted or designated to review investments for arbitrage rebate or penalty calculation purposes.

XV. DEPOSITORIES

The School Board shall annually designate one or more official depositories for School District funds. The treasurer and the chief financial officer of the School District may also exercise the power of the School Board to designate a depository. The School Board shall be provided notice of any such designation by its next regular meeting. The School District and the depository shall each comply with the provisions of Minn. Stat. 118A.03 and any other applicable law, including any provisions relating to designation of a depository, qualifying institutions, depository bonds, and approval, deposit, assignment, substitution, addition and withdrawal of collateral.

XVI. ELECTRONIC FUNDS TRANSFER OF FUNDS FOR INVESTMENT

The School District may make electronic fund transfers for investments of excess funds upon compliance with Minn. Stat. 471.38.

References: MN Stat. 118A.01
 MN Stat. 118A.02
 MN Stat. 118A.03
 MN Stat. 118A.04

MN Stat. 118A.05
MN Stat. 118A.06
MSBA Model Policy 703
MSBA Model Policy 705
MSBA Service Manual
Minnesota Legal Compliance Audit Guide prepare by Office of the State Auditor

Adopted: 07-21-1998 ISD 709

Adopted: _____

MSBA/MASA Model Policy 706

Orig. 1995

Revised: _____

Rev. 2007

706 ACCEPTANCE OF GIFTS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to provide guidelines for the acceptance of gifts by the school board.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to accept gifts only in compliance with state law.

III. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.

IV. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

[Note: This voting requirement and gift use provision is specified by Minn. Stat. § 465.03.]

V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

Legal References: Minn. Stat. § 123B.02, Subd. 6 (Bequests, Donations, Gifts)
Minn. Stat. § 465.03 (Gifts)

Cross References:

3040 ACCEPTANCE OF GIFTS

I. PURPOSE

The purpose of the policy is to provide guidelines for the acceptance of gifts by the school board.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to accept gifts only in compliance with state law.

III. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.

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Reference: Minn. Stat, § 123B.02, Subd. 6
Minn. Stat, § 465.03
MSBA Policy 706

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
08-19-2014 ISD 709

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and The Duluth Area Family YMCA, hereinafter called Duluth Y.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2016, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School
 Lester Park Elementary School
 Laura MacArthur Elementary School
 Congdon Park Elementary School
 Homecroft Elementary School
 Lakewood Elementary School
 Stowe Elementary School
 Piedmont Elementary School
 Myers-Wilkins Elementary School

Duluth Y and District program site coordinators have their own cards for purchasing. Staff abides by respective organizations purchasing policies.

Addendum 1- Staffing Design Model

3. **Background Check .** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks.
4. **Reimbursement.** In consideration of the performance of Duluth Y of its obligations pursuant to this Agreement, District hereby agrees to reimburse Duluth Y for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 10% administrative fee. The administrative fee of 10% will be based on the expenses submitted in each invoice. Total invoices shall not

exceed projected budget. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The Director of Community Education will review and sign off on all invoices prior to reimbursement.

Addendum 2 - Projected budget.

At the end of the fiscal year for the District – June 30, 2017 the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 10% overhead charge from the District. Duluth Y is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Invoices will be submitted to the district on a monthly basis.
- b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y;
- c. Final payment after programs are audited will occur no later than September 15, 2017.
- d. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed the Duluth Y for any expense claimed by Duluth Y 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 Duluth Y. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Duluth Y for disallowed costs.

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

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

9. **Notices.** All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care of Jay Roesler, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Tracie Clanaugh, Duluth YMCA, 302 W. 1st Street, Duluth, MN 55802.

10. **Assignment.** Neither party shall 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 other party.

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.

13. **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.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** Duluth Y 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.

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

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

Workers' Compensation Insurance: Duluth Y must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Duluth Y 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: Duluth Y 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 Duluth Y whether the operations are by the Duluth Y or subcontractor or by anyone directly or indirectly employed under the contract.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair



Title

Clerk

President / CEO

Title

Program Director

41-0693931

Taxpayer Identification Number

Director of Business Service

Key Zone Staffing design

Program Co-Directors: The Directors oversee all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program and evaluation databases, participant attendance and activity records, tracks reimbursements, in-kind expenses, volunteer time, and records minutes from all meetings. The Project Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the ten sites has a full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all staff including Family Liaisons, AmeriCorps Members and OST staff and instructors.

Family Liaisons: (At 21st CCLC sites only) Each 21st CCLC site will have a full time Family Liaisons supported through 21st CCLC who will “check and connect” the school day with OST programs and involve families in special activities and events. Liaisons facilitate communication between students/parents/school, develop and implement Individualized Learning Plans for each student, advocate for students and parents, facilitate parent involvement and provide leadership and direction to 21st CCLC staff and volunteers, addressing academic and social enrichment needs of the students. Liaisons develop academic enrichment and tutoring materials and assist in the planning and implementation of monthly family events.

AmeriCorps Members: Sites will have AmeriCorps Members providing various levels of OST support from four AmeriCorps programs as part of the Serve Minnesota pilot project. They provide direct service (tutoring/mentoring) or recruit, train, and oversee volunteers. They support the Family Liaisons to connect the school day with the OST time. Members spend much of their time in the classroom during the school day supporting classroom teachers.

Youth Specialists/Club Instructors: Each site has instructors who teach during the Enrichment Clubs. Liaisons work with all community –based instructors to design appropriate lesson plans and oversee implementation and outcomes. Staff who instruct receive training in child development instructional strategies, building safety, interventions and implementation methods. The number of instructors needed per site depends on the number of children enrolled with a goal of a 1:10 staff; student ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in public spaces.

Student-to-staff ratios: 10 to 1 ratio in all activities not including volunteers.

Report Date: 7/1/2016
 Object Description Fund KeyZone
FY2017 Budget

Fees from Patrons		1,186,000.00
Summer Learning Loss/Revenue Share		26,000.00
21st Century Grant		58,512.00
	Total Revenues	1,270,512.00

04-570-xxx-321-272- Expenses		
LIC SAL-HRLY, CLASSRM SUPPORT	114302	-
NON-LIC SAL, INSTR SUPPORT	114400	32,004.00
NONINSTR SUPPORT SALARY	117000	145,041.00
CLASSIFIED SUPPORT, HRLY SALARY	117002	61,500.00
STIPEND SALARY-LICENSED/CERT	118500	2,500.00
OVERTIME, SHIFT DIFFERENTIAL	118501	100.00
CERT TCHR SUMMER SCHOOL	118502	10,500.00
OVERTIME, SHIFT DIFFERENTIAL	118601	-
SEVERANCE PAY	119100	4,100.00
	Subtotal	255,745.00

FICA/MEDICARE	121000	19,744.00
PERA	121400	19,548.00
CERTIFIED STAFF RETIREMENT	121800	788.00
HEALTH INSURANCE PRIMARY	122000	70,536.00
LIFE INSURANCE	123000	693.00
DENTAL INSURANCE	123500	1,855.00
LONG TERM DISABILITY INSURANCE	124000	506.00
HRA HLTH REIMB ARRANGEMENT	125100	17,642.00
WORKERS COMPENSATION	127000	1,793.00
UNEMPLOYMENT COMPENSATION	128000	712.00
OTHER EMPLOYEE BENEFITS	129900	-
	Subtotal	133,817.00

OTHER CONTRACTED SERVICES	130500	800,000.00
COMMUNIC SVCS-PHONE, I-NET	132000	-
TRANSPORTATION CHRGBACKS	136500	13,100.00
AIRFARE	136600	600.00
MILEAGE	136601	750.00
REGISTR/LODGING/MEALS	136602	550.00
ENTRY FEES/STUDENT TRAVEL	136900	1,750.00
RENTALS & LEASES-EQUIPMENT	137000	-
FEES-TUIT, ADMISSION, STUDENT	139400	3,000.00
PRINTING CHARGEBACK	139802	400.00
GENERAL SUPPLIES	140101	1,000.00
CLASSROOM SUPPLIES	143000	34,800.00
FOOD	149001	25,000.00
TECHNOLOGY EQUIPMENT	155500	-
MISC-TO BE REALLOCATED	189900	-
	Subtotal	880,950.00

Expense Totals		1,270,512.00
Net Profit/(Loss)		-

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and The Duluth Area Family YMCA, hereinafter called Duluth Y.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby the Duluth Y will provide 21st Century Community Learning Center programs or services in partnership with the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2016, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School
 Laura MacArthur Elementary School
 Stowe Elementary School
 Piedmont Elementary School
 Lincoln Park Middle School

Activities will support the goals of the 21st CCLC Project:

- Goal 1: Increase participants' opportunities to develop and apply 21st Century skills.**
Objective 1: Provide a coordinated and integrated set of comprehensive services that build communication, collaboration, and creativity in children and youth at risk for academic failure.
- Goal 2: Increase school and community connectedness of participants.**
Objective 1: Participants participate in three meaningful community or school-based Service Learning projects.
- Goal 3: Increase the academic performance of participants at-risk of academic failure.**
Objective 1: Increase family engagement/participation.

Duluth Y and District program site coordinators have their own cards for purchasing. Staff abides by respective organizations purchasing policies.

Addendum 1 - Staffing Design model
 Addendum 2 - Staffing Allocations

3. **Transportation.** Transportation of students will be provided by the District when available as requested by Site Coordinators and Program Directors. District will invoice the Y at the current rate.

4. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks.

5. **Reimbursement.** In consideration of the performance of the District of its obligations pursuant to this Agreement, Duluth Y hereby agrees to reimburse the District for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved office and instructional supplies, postage, printing and other Out-of-School-Time (OST) items needed to execute the program purchased by the District for the 21st Century/K.E.Y. Zone programs will be invoiced to the Duluth Y on a monthly basis. Total invoices shall not exceed projected budget. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The YMCA OST Director will review and sign off on all invoices prior to reimbursement.

Addendum 3 - Projected budgets

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

- a. Invoices will be submitted to the Y on a bi-month basis.
- b. Payment shall be made by the Duluth Y within 45 days of submission of a proper invoice by the District;
- c. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that the Duluth Y has reimbursed the District for any expense claimed by District shall not preclude Duluth Y from questioning the propriety of any such item. Duluth Y 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 District. This clause shall not be construed to bar any other legal remedies Duluth Y may have to recover funds expended by District for disallowed costs.

8. **Ownership of Materials.** The Duluth Y 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 District has provided, prepared, or utilized in performance of the terms of this Agreement. The District will have the same rights as stated above.

9. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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. **Notices.** All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care

of Chris Francis 302 West First Street, Duluth MN 55802. All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Jay Roesler 215 N. 1st Avenue East, Duluth MN 55802.

11. **Assignment.** Neither party shall 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 other party.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Duluth Y further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** District shall not commence work under the contract until they have obtained all the insurance described below and Duluth Y has approved such insurance. District shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: District must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, District 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: District 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 District whether the operations are by the District 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.

Duluth Area Family YMCA

CONTRACTOR

Chair

Title

Chris Farni

CEO/President

President / CEO

Title

District Authorized Personnel

41-0693931

Taxpayer Identification Number

Director of Business Services

Key Zone Staffing design

Program Co-Directors: The Directors oversee all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program and evaluation databases, participant attendance and activity records, tracks reimbursements, in-kind expenses, volunteer time, and records minutes from all meetings. The Project Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the ten sites has a full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all staff including Family Liaisons, AmeriCorps Members and OST staff and instructors.

Family Liaisons: (At 21st CCLC sites only) Each 21st CCLC site will have a full time Family Liaisons supported through 21st CCLC who will “check and connect” the school day with OST programs and involve families in special activities and events. Liaisons facilitate communication between students/parents/school, develop and implement Individualized Learning Plans for each student, advocate for students and parents, facilitate parent involvement and provide leadership and direction to 21st CCLC staff and volunteers, addressing academic and social enrichment needs of the students. Liaisons develop academic enrichment and tutoring materials and assist in the planning and implementation of monthly family events.

AmeriCorps Members: Sites will have AmeriCorps Members providing various levels of OST support from four AmeriCorps programs as part of the Serve Minnesota pilot project. They provide direct service (tutoring/mentoring) or recruit, train, and oversee volunteers. They support the Family Liaisons to connect the school day with the OST time. Members spend much of their time in the classroom during the school day supporting classroom teachers.

Youth Specialists/Club Instructors: Each site has instructors who teach during the Enrichment Clubs. Liaisons work with all community –based instructors to design appropriate lesson plans and oversee implementation and outcomes. Staff who instruct receive training in child development instructional strategies, building safety, interventions and implementation methods. The number of instructors needed per site depends on the number of children enrolled with a goal of a 1:10 staff; student ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in public spaces.

Student-to-staff ratios: 10 to 1 ratio in all activities not including volunteers.

**Positions paid for by YMCA Grants
(21st Century Community Learning Center or Y of USA Achievement Gap)**

Project Director: 50% of co-director
40% of Training and Evaluation Director

Stowe: 100% of FT Site Coordinator/Family Liaison
Billed to YMCA from district

MacArthur: 50% of FT Site Coordinator
100% of FT Family Liaison
Billed to YMCA from district

Piedmont: 50% of FT Site Coordinator
100% of FT Family Liaison (on Y payroll)

Lincoln: 100% of the FT Site Coordinator/Family Liaison (one position on Y payroll)

Myers-Wilkins: 50% of FT Site Coordinator
100% of FT Family Liaison (contract between Y and Myers Wilkins Collaborative)

Lowell: 100% of FT Family Liaison (on Y payroll)

Lowell Youth Specialists
4 staff X 9.00/hour X 18 hours X 32 weeks (on Y payroll)

Piedmont Youth Specialists
3 staff X 9.00/hour X 18 hours X 32 weeks (on Y payroll)

MacArthur Youth Specialists
2 staff X 9.00/hour X 18 hours X 32 weeks (on Y payroll)

Stowe Youth Specialists
2 staff X 9.00/hour X 18 hours X 32 weeks (on Y payroll)

21st Century Club Instructors

Lincoln Park Middle School \$5,000. (district staff or community members can be contracted or district can be reimbursed)

Other 21st Century Sites \$10,000. (district staff or community members can be contracted or district can be reimbursed)

Community Guest Resource Specialists

All 21st Century Sites \$1800. (contracted or organizations bill the Y)

CONTRACT SERVICE FEES: 01-30-69-2440-300601

Budget Status: Open
 Account Budget Status: Review

Annual Amount: \$ 36,429.00 (Original Budget) + \$ 0.00 (Adjustment) = \$ 36,429.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 3,035.77	\$ 3,035.77	\$ 3,035.77	\$ 3,035.77	\$ 3,035.75	\$ 3,035.75	\$ 3,035.75	\$ 3,035.75	\$ 3,035.73	\$ 3,035.73	\$ 3,035.73	\$ 3,035.73
Comment											Date Entered
Commenter											

Site Coordinator/Family Liaison - Stowe

Annual Amount: \$ 29,990.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.16	\$ 2,499.16	\$ 2,499.16	\$ 2,499.16
Name: Site Coordinator/Family Liaison - Stowe											Cost Per Item
											\$ 29,990.00
Comment											Date Entered
Commenter											

Fringe Benefits Site Coord/Family Liaison Stowe

Annual Amount: \$ 4,339.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58
Name: Fringe Benefits Site Coord/Family Liaison Stowe											Cost Per Item
											\$ 4,339.00
Comment											Date Entered
Commenter											

Printing - Stowe

Annual Amount: \$ 300.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Name: Printing - Stowe											Cost Per Item
											\$ 300.00
Number: 1											

<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>	
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Postage - Stowe											
Annual Amount:										\$ 100.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33
Name Postage - Stowe											
Number 1											
Cost Per Item \$ 100.00											
<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>							

General Office Supplies - Stowe											
Annual Amount:										\$ 200.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66
Name General Office Supplies - Stowe											
Number 1											
Cost Per Item \$ 200.00											
<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>							

Instructional materials											
Annual Amount:										\$ 1,350.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50
Name Instructional materials											
Number 1											
Cost Per Item \$ 1,350.00											
<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>							

Conferences

Annual Amount:												\$ 150.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50

Name
Conferences

Number
1

Cost Per Item
\$ 150.00

Comment	Commenter	Date Entered

CONTRACT SERVICE FEES: 01-30-67-2440-300601

Budget Status: Open
 Account Budget Status: Review
 Annual Amount: \$ 21,789.00 (Original Budget) + \$ 0.00 (Adjustment) = \$ 21,789.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 1,815.77	\$ 1,815.77	\$ 1,815.77	\$ 1,815.77	\$ 1,815.75	\$ 1,815.75	\$ 1,815.75	\$ 1,815.75	\$ 1,815.73	\$ 1,815.73	\$ 1,815.73	\$ 1,815.73
Comment											Date Entered
Cost Per Item											
Site Coordinator - McArthur											\$ 15,500.00

Site Coordinator - McArthur											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.66	\$ 1,291.66	\$ 1,291.66	\$ 1,291.66
Comment											Date Entered
Name											
Site Coordinator - McArthur											Number
											1
Cost Per Item											\$ 15,500.00

Site Coordinator Fringe - McArthur											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58
Comment											Date Entered
Name											
Site Coordinator Fringe - McArthur											Number
											1
Cost Per Item											\$ 4,339.00

McArthur - Printing											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50
Comment											Date Entered
Name											
McArthur - Printing											Number
											1
Cost Per Item											\$ 150.00

<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>	
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Postage - McArthur											
Annual Amount:											\$ 100.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33
Name Postage - McArthur											Cost Per Item \$ 100.00
Number 1											Date Entered
<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>							

General Office Supplies - McArthur											
Annual Amount:											\$ 200.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66
Name General Office Supplies - McArthur											Cost Per Item \$ 200.00
Number 1											Date Entered
<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>							

Instructional Supplies - MacArthur											
Annual Amount:											\$ 1,350.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50
Name Instructional Supplies - MacArthur											Cost Per Item \$ 1,350.00
Number 1											Date Entered
<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>							

Conferences

Annual Amount:												\$ 150.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50

Name
Conferences


Number
1

Cost Per Item
\$ 150.00

Comment	Commenter	Date Entered

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: August 8, 2016

Re: Bid #1245 – Myers-Wilkins Elementary School Window Replacement and Masonry Restoration – Change Order #6

Bid #1245,– Myers-Wilkins Elementary School Window Replacement and Masonry Restoration was approved at the School Board Meeting on March 22, 2015 with a base bid of \$844,000.00.

Change Order #1 to this bid is for window demolition adding cost associated with lead based paint present, and additional masonry void filling for total add of \$55,524.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to *Bid #1245*– Myers-Wilkins Elementary School Window Replacement and Masonry Restoration adding \$55,524.00 to the previously awarded base bid and change orders for a new contract total of \$899,524.00.

Attachment

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Window Replacement & Masonry Restoration at Myers-Wilkins Elementary School 1027 North 8th Ave East Duluth, MN	CHANGE ORDER NUMBER: 001 DATE: July 28, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): TL Construction 10196 Birch Road Floodwood, MN 55736	ARCHITECT'S PROJECT NUMBER: 213686 CONTRACT DATE: March 15, 2016 CONTRACT FOR: Window Replacement & Masonry Restoration	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Per CCD 1 for lead training and testing: Add \$3,573.57
2. Per CCD 2 for window demolition and for additional voids infilled with mortar: Add \$54,224.00

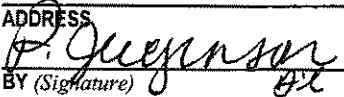
TOTAL for this Change Order 1 = Add \$57,797.57

The original Contract Sum was	\$ 844,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 844,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 57,797.57
The new Contract Sum including this Change Order will be	\$ 901,797.57

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Inspec, Inc.</u> ARCHITECT (Firm name)	<u>TL Construction</u> CONTRACTOR (Firm name)	<u>Duluth Public Schools</u> OWNER (Firm name)
5801 Duluth Street Golden Valley, MN 55422	10196 Birch Road Floodwood, MN 55736	Independent School District 709 215 North First Avenue East Duluth, MN 55802
ADDRESS	ADDRESS	ADDRESS
 BY (Signature)	BY (Signature)	BY (Signature)
<u>Pam Jergenson</u> (Typed name)	<u></u> (Typed name)	<u></u> (Typed name)
<u>7/28/16</u> DATE	<u></u> DATE	<u></u> DATE

AIA[®] Document G714[™] – 2007

Construction Change Directive

PROJECT: <i>(Name and address)</i> Window Replacement and Masonry Restoration at Myers-Wilkins Elementary School 1027 North Eighth Avenue East Duluth, MN	DIRECTIVE NUMBER: 001 DATE: July 12, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> TL Construction 10196 Birch Road Floodwood, MN 55736	CONTRACT FOR: General Construction CONTRACT DATED: March 15, 2016 ARCHITECT'S PROJECT NUMBER: 213686.2	

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Contractor training and certification for lead renovation, and coordinate and attend test window demolition. Conduct one test window demolition with a lead-based paint renovation certified subcontractor. The owner, owner's hazardous materials consultant, and Inspec in attendance to discuss the remaining window demolition based upon results. Cost breakdown attached.

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum increase of \$3,573.57
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-2007
 - As follows:
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is an increase of 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Inspec, Inc.
ARCHITECT *(Firm name)*
5801 Duluth Street
Golden Valley, MN 55422
ADDRESS

Pamela Jergenson
BY *(Signature)*
Pamela Jergenson, CCS, CCA
(Typed name)
July 12, 2016
DATE

Duluth Public Schools
OWNER *(Firm name)*
Independent School District #709
215 North First Avenue East
Duluth, MN 55802
ADDRESS

Anne Harala
BY *(Signature)*
Anne Harala
(Typed name)
DATE

TL Construction
CONTRACTOR *(Firm name)*
TL Construction
10196 Birch Road
Floodwood, MN 55736
ADDRESS

Rob DeFore
BY *(Signature)*
Robert DeFore
(Typed name)
7/15/2016
DATE

From: Robert DeFore <tlconstruction@frontier.com>
Sent: Monday, July 11, 2016 3:47 AM
To: Pam Jergenson
Subject: Cost of Test Window and Renovator Training
Attachments: DOC071116-002.pdf

Cost of Lead Renovator Training	\$195.00
EPA Register	300.00
Time 8hrs @70.00/hr	560.00

Test window	
Rob DeFore 6 hrs@ 70.00	420.00
Brock Swenson 6 hrs@70.00	420.00
Abatek(Attached bill)	1290.00

TL O & P	318.50
Bond Cost	70.07

Total Cost \$ 3,573.57



1810 E. 3rd Avenue • Hibbing, MN 55746

INVOICE
JUNE 21, 2016

To:
T L CONSTRUCTION

Property:
MYERS WILKINS SCHOOL
DULUTH MN

TEST REMOVAL OF 1 WINDOW USING LEAD SAFE WORK PRACTICES

T & M RATES 80.00 PER MAN HOURS

JULY 5th 13 HOURS @ 80.00 = 1040.00

MOBLIZATION CHARGE 250.00

Please remit payments to- PO Box 362 Hibbing MN 55476

AMOUNT DUE 1290.00
 DUE UPON RECIEPT

ANY QUESTIONS PLEASE CALL 929-2900

Thank you for the opportunity to bid this project

Matthew Cuffe

AIA[®] Document G714[™] – 2007

Construction Change Directive

PROJECT: <i>(Name and address)</i> Window Replacement and Masonry Restoration at Myers-Wilkins Elementary School 1027 North Eighth Avenue East Duluth, MN	DIRECTIVE NUMBER: 002 DATE: July 15, 2016 CONTRACT FOR: General Construction	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> TL Construction 10196 Birch Road Floodwood, MN 55736	CONTRACT DATED: March 15, 2016 ARCHITECT'S PROJECT NUMBER: 213686.2	

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Masonry restoration subcontractor filled voids in mortar. more than typical. \$ 1,300.00
 Contractor demolition deduct less demolition of one window prior to construction start and demolition of windows from the 1982 and 1993 Additions. Demolition of windows from the original building with a lead-based paint renovation subcontractor and additional ceiling tile replacement due to containment for an allowance of \$1,500.
 Cost break down attached \$54,224.00

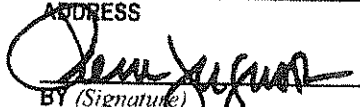
PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum increase of \$ 54,224
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-1997
 - As follows:
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is an increase of 0 days.

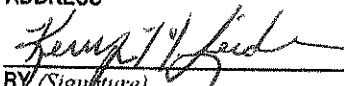
When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.


Inspec, Inc.
ARCHITECT *(Firm name)*
 5801 Duluth Street
 Minneapolis, MN 55422

ADDRESS

 BY *(Signature)*
 Pamela Jergenson, CCS, CCA
(Typed name)
 7/15/2016
 DATE

Duluth Public Schools
OWNER *(Firm name)*
 Independent School District 709
 215 North First Avenue East
 Duluth, MN 55422

ADDRESS

 BY *(Signature)*
 KERRY M. LEIFER
(Typed name)
 7/27/2016
 DATE

TL Construction
CONTRACTOR *(Firm name)*
 10196 Birch Road
 Floodwood, MN 55736

ADDRESS

 BY *(Signature)*
 Rob DeFore
(Typed name)
 7/27/2016
 DATE

RE: TL Construction Containment Price Myers-Wilkins School

Total Demolition of windows from SOV	\$ 22,500.00
TL still demoing 20.3% of windows	4,567.00
Misc. Demo by TL on Lead contained windows	3,000.00
 Total Deduct	 \$14,933.00
 Total Price from Abatetek	 \$62,000.00
For additional ceiling tile	1,500.00
Total Deduct	14,933.00
 Subtotal	 \$48,567.00
TL Construction O & P	4,856.00
Bond @ 1.5%	801.00
 Total Cost	 \$54,224.00

Submitted by,
Rob DeFore
TL Construction, Inc.

PROPOSAL
JULY 10, 2016



TO:
TL CONSTRUCTION

Project Property:
MYERS-WILKINS SCHOOL
1027 N 8TH AVE E
DULUTH MN

We propose to abate as specified, per all local, Federal and State regulations.

The proposal does include the proper disposal of such materials in a licensed landfill, labor, notification to the State of Minnesota if applicable and materials.

SCOPE OF WORK- WINDOWS- LEAD SAFE - CERTIFIED LEAD RENOVATOR

REMOVAL OF APPROX 121 WINDOWS FROM BUILDING

STABILIZATION OF LEAD PAINT ON OLD WINDOW JAMBS- USING SAFE ENCASMENTS PRIMER (APPROX 121 WHICH ARE BEHIND WINDOW FRAMES)

SETUP INSIDE CONTAINMENT AREAS AND REMOVE WINDOWS FROM THE EXTERIOR

21 Window lintels (P.J.)

TO WIRE BRUSH ~~12 WINDOW SILLS~~ AS IDENTIFIED BY TL

TO PROVIDE EQUIPMENT FOR SECOND AND THIRD STORY WINDOW REMOVAL

TOTAL 62000.00

Quote is good for 30 days

Balance due upon completion.

If this is acceptable please sign and date below and return a copy to our office either by fax (218) 262 1273 or email Matt@Abatetek.com

X

Accepted By

Date

PO BOX 362 , Hibbing, MN 55746 · Tel: (218) 262-1196 · Fax: (218) 262-1273
<http://www.AbateTek.com> · Matt@AbateTek.com

**WASHINGTON CENTER LEASE AGREEMENT
BETWEEN THE CITY OF DULUTH
AND
INDEPENDENT SCHOOL DISTRICT NO. 709**

THIS AGREEMENT is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (“City”), and INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation (“ISD 709”).

WHEREAS, the City owns the Washington Recreation Washington Center, together with the adjoining real estate, various fixtures, and personal property contained therein, located at 310 North First Avenue West, Duluth, Minnesota 55805 (“Washington Center”); and

WHEREAS, ISD 709 is a public corporation duly organized and existing under the laws of the State of Minnesota; and

WHEREAS, ISD 709’s Mission (“Mission”) is to provide information and support for parents and their young children from birth through three (3) years of age through educational programs; and

WHEREAS, ISD 709 desires to lease office space at Washington Center for the advancement of its Mission and related services to the community at-large (“Services”).

WHEREAS, the City desires to lease to ISD 709 portions of the Washington Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

I. LEASED SPACE

A. The terms “Exclusive Space” and “Non-Exclusive Space” (defined hereinafter) shall collectively be referred to as the “Leased Premises.”

1. ISD 709 shall have exclusive use of the following rooms of the Washington Center (the “Exclusive Space”):

Program	Room	Square Footage
Early Childhood Family Education (“ECFE”)	110	840
Duluth Head Start	112	830
ECFE	114	800
ECFE	116	810
Total		3,280

The Exclusive Space is depicted on the attached Exhibit A and incorporated herein.

2. ISD may also have non-exclusive use of the common areas of the Washington Center, defined as the hallways, restrooms, gymnasium, and conference rooms (the “Non-Exclusive Space”).

B. ISD is taking the Leased Premises, Washington Center, adjoining real estate, and equipment on and inside Washington Center and Leased Premises “as is” in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises, Washington Center, adjoining real estate, and equipment on and inside Washington Center and Leased Premises are suitable for any purpose.

C. ISD 709 may only use Leased Premises for its Services.

D. ISD 709 must obtain prior written approval from the City’s Manager of Parks and Recreation (“Manager”), or his/her designee, for each use of Leased Premises conference rooms. Use of the conference rooms must be scheduled and approved by the Parks and Recreation staff member on duty at the Washington Center. Such use may not exceed fifty (75) hours per calendar year. Any use exceeding this limit must be approved in writing by the Manager

Use of the conference rooms is subject to availability, and ISD 709 is not guaranteed priority of its requests. Manager reserves the exclusive right to cancel and/or reschedule ISD 709’s use of Leased Premises conference rooms should an unforeseen scheduling conflict arise. All meetings and events held in the Leased Premises conference rooms must follow this criteria:

1. The meeting or event must be directly related to the ISD 709’s Services
2. At least one designated keyholder of ISD 709 (person who was directly assigned a key from the City’s Property & Facilities Manager, or his/her designee) must be present for the entire duration of the event or meeting occurring at Leased Premises.
3. ISD 709 shall follow all security measures, criteria, and protocol established by Manager, who may unilaterally change said security measures, criteria, and protocol during this Agreement.

E. ISD 709 acknowledges and agrees that except for the Exclusive Space, Washington Center is a public facility and ISD 709 will limit its program activities to its Exclusive Space and shall allow the public the use of the Non-Exclusive Space except when ISD 709 as reserved the Non-Exclusive Space for its exclusive use.

II. TERM OF AGREEMENT.

The term of this Agreement shall be three years. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 1, 2016, and expire on August 31, 2019, unless terminated early as provided for herein.

III. RENT.

A. Exclusive Space.

Partial consideration by ISD 709 to City for this Agreement shall be the public benefit provided by ISD 709's Services. Therefore, the City agrees to a reduced lease fee from the City's current calculated lease market price of \$10.00 per square foot. ISD 709 shall pay One Thousand Ninety-three and 33/100ths Dollars (1,093.33) per month (3,280 sq. ft. at \$4.00/sq. ft., \$13,120.00 per year) for the first year of this agreement. Thereafter, rent shall increase three percent (3%) during each year of this Agreement. The reduced rental rate is specifically conditioned upon ISD 709's continuation of the Services throughout the term of this Agreement.

Full lease payments shall be due and payable on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Treasurer, Room 105 City Hall, 411 West 1st Street, Duluth, Minnesota 55802. Lease proceeds shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

B. Conference Rooms.

Use of conference rooms shall be without charge if requested in writing and in advance by ISD 709. ISD 709 shall complete the form supplied by the City and submit it to the Recreation staff member assigned to Washington Center. Use of a conference room is subject to availability. City reserves the exclusive right to reschedule ISD 709's use of the conference room should an unforeseen scheduling conflict arise. If ISD 709's conference room use becomes displaced by such scheduling conflict, then it shall be rescheduled by City.

C. Gymnasium.

For the use of the gymnasium, which is a portion of the Non-Exclusive Space, the rental fee will be \$15.00 per hour. Use of the gymnasium must be scheduled and approved by the Parks and Recreation staff member on duty at the Washington Center, which use is subject to availability. All rent for gymnasium use shall be deposited in Special League Fund 210-030-3190-4625-07.

IV. ISD 709'S DUTIES.

A. ISD 709 shall maintain the Leased Premises in a safe and clean manner at all times, including cleaning of interior windows of the Exclusive Space. ISD 709 shall remove and properly dispose of all litter and other waste into Washington Center trash and recycling containers designated and/or provided by Manager and/or City. ISD 709 agrees to comply with the City's recycling requirements established by the City's Energy Coordinator, which are subject to unilateral change by City during this Agreement.

B. ISD 709 shall keep and maintain the Leased Premises in good order, condition, and state of repair, normal wear and tear excepted.

C. ISD 709 shall be responsible for maintaining its own equipment in a safe, legal, and properly maintained manner at ISD 709's sole expense. ISD 709 shall prohibit the use of any unsafe, illegal, or deficient equipment on Leased Premises.

D. ISD 709 shall solely be responsible for any losses or damages caused by ISD 709, including its employees, agents, volunteers, or program participants, to the Leased Premises, Washington Center, or to any City equipment.

E. ISD 709 shall not make structural changes to the Leased Premises or Washington Center without written authorization from Manager and/or City with the exception of the installation of necessary telephone and internet service.

F. ISD 709 agrees and understands that the Leased Premises and Washington Center are a public facility and, accordingly, will limit its activities within the area to allow the general public the use of the Non-Exclusive Space, except when ISD 709 has reserved the conference room or gymnasium for its exclusive use per Sections I and III above.

G. ISD 709 is solely responsible for storage, theft, and/or vandalism of Exclusive Space and personal property, equipment, tools, and machinery.

H. ISD 709 will follow all established policies and procedures regarding safe and supervised Leased Premises usage and security, and will immediately report any concerns to the City.

I. ISD 709 shall maintain a current schedule of user or program fees and activities and provide a current copy of such items to the Parks and Recreation staff member on duty at the Washington Center.

J. ISD 709 agrees that during its programming and/or activities occurring in or on the Leased Premises, it shall provide adult supervision by a qualified representative of ISD 709 of its program participants.

V. CITY'S RESPONSIBILITIES.

A. The City shall post one outside building sign identifying ISD 709 as a building tenant. The design, wording, and payment for this panel shall be subject to the approval of the City's Property and Facilities Manager. The City shall also add ISD 709 to interior directories. ISD 709 shall be responsible for the installation and removal of any signage of the Exclusive Premises. The size, design, and wording of such interior signage shall be subject to City approval.

B. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, sewer, and garbage/recycling pick-up.

C. The City will provide the following light bulbs: 4'-0" and 8'-0" fluorescent tubes and all exterior light bulbs and will install (upon advance written request by ISD 709 to the Property and Facilities Manager) any bulbs that are not accessible by Lessee due to height location, including all exterior lighting.

VI. LIMITS OF USE.

ISD 709 shall only use Leased Premises for its Services.

VII. INDEPENDENT RELATIONSHIP.

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting ISD 709 as an agent, representative, or employee 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. ISD 709 shall not be considered an employee 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 ISD 709 while so engaged and any and all claims whatsoever on behalf of ISD 709 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. ISD 709 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.

VIII. RECORDS RETENTION.

ISD 709 agrees to maintain all Leased Premises and Services records during this Agreement and for six (6) years after its termination or expiration.

IX. INSURANCE.

A. ISD 709 shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by ISD 709 throughout the life of this agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all ISD 709 activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to ISD 709. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days' written notice to the City. The City shall be named as an additional insured on said policy of insurance required by this paragraph.

B. ISD 709 shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.

C. ISD 709 shall provide to City Certificates of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal, or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the ISD 709's interests and liabilities.

D. The City reserves the right to require ISD 709 to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

D. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

E. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City of Duluth is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City of Duluth.

F. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

G. The City shall not be liable to ISD 709 for any injury or damage resulting from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from the negligence of any other person whatsoever.

X. HOLD HARMLESS AND INDEMNIFICATION.

A. ISD 709 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 ISD 709, 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 ISD 709 arising out of, related to or associated with the use, management, maintenance or operation of the Leased Premises by ISD 709 or performance of its obligations under this Agreement.

B. ISD 709 will indemnify the City for any damage to any City property on the Leased Premises and Washington Center caused by ISD 709, its agents, volunteers, employees, and invitees.

XI. GOVERNMENT DATA PRACTICES.

ISD 709 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 ISD 709 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 ISD 709. If ISD 709 receives a request to release the data referred to in this clause, ISD 709 must immediately notify the City and consult with the City as to how ISD 709 should respond to the request. ISD 709 agrees to hold the City, its officers, and employees harmless from any claims resulting from the ISD 709's unlawful disclosure or use of data protected under state and federal laws.

XII. INCIDENT REPORTS.

ISD 709 shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of City or any ISD 709's participants or invitees occurring on or within Washington Center and Leased Premises during this Agreement. 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 and incorporated by reference into this Agreement as Exhibit B.

XIII. COMPLIANCE WITH LAWS.

A. ISD 709 shall make its Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Washington Center and/or Leased Premises.

B. ISD 709 shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. ISD 709 shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. ISD 709's Services conducted on the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XIV. COMMUNICATIONS.

The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

XV. NOTICES.

Unless otherwise provided herein, notice to the City or ISD 709 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: Manager of Parks and Recreation
411 W. First Street, Ground Floor
Duluth, Minnesota 55806
(218) 730-4300

ISD 709
Attn: ECFE Director
215 North 1st Avenue East
Duluth, Minnesota 55802
(218) 336-8700 X1021

XVI. CITY ACCESS.

1. ISD 709 shall permit the City and Manager, and their designees, to access and inspect the Leased Premises at any time. ISD 709 shall not change the locks or otherwise prohibit or inhibit City or Manager access to any portion of the Leased Premises.

2. City Properties and Facilities Management shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution.

ISD 709 shall comply with City's Key Control Policy, a copy of which shall be provided to ISD 709, and is subject to unilateral change by City during this Agreement.

3. ISD 709 shall not make copies of Leased Premises keys. All keys shall be promptly returned to the City's Property & Facilities Manager upon termination or expiration of this Agreement.

XVII. TAXES.

ISD 709 hereby agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of ISD 709's lease or operations of the Leased Premises, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of ISD 709 and immediately collect the same from ISD 709, or reduce any amount owed to ISD 709 by City under this Agreement. ISD 709 shall further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

XVIII. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.

No smoking, tobacco, or alcohol use is allowed on Leased Premises.

XIX. TERMINATION OR EXPIRATION OF AGREEMENT.

A. General Provisions. Upon termination or expiration of this Agreement, ISD 709 agrees to surrender possession of Leased Premises to City in as good condition and state of repair as said Leased Premises were in at the time ISD 709 took possession, acts of God excepted. All personal property remaining on Leased Premises upon termination or expiration of Agreement shall become exclusive property of City.

B. Without Cause. This Agreement may be terminated without cause by either party by serving at least thirty (30) days' written notice upon the other.

C. For Cause.

1. City may unilaterally terminate or suspend this Agreement immediately if City believes in good faith that the health, welfare or safety of Leased Premises occupants or neighbors would be placed in immediate jeopardy by the continuation ISD 709's operations.

2. City may terminate this Agreement immediately by serving written notice to ISD 709 if City determines ISD 709 has or is violating any term of this Agreement. City shall provide to ISD 709 written notice of such violation or default and shall allow ISD 709 thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, then the City may terminate this

Agreement immediately by serving notice to ISD 709. In the event of default by ISD 709, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five (5) days prior written notice to ISD 709, may remove all persons and property from the Leased Premises. All personal property remaining on Leased Premises shall become exclusive property of City.

3. Should City elect to reenter, this Agreement shall be deemed terminated; provided, however, that City shall be entitled as against ISD 709 to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this Agreement following the day of reentry and the lease fee(s) City receives during that period from any subsequent tenant of the Leased Premises. City shall in such event have no obligation to relet the Leased Premises.

4. City may, in addition to any other remedy it may have, recover from ISD 709 all damages incurred by reason of the breach, including the cost of recovering the Leased Premises.

XX. ALTERATIONS AND IMPROVEMENTS.

A. ISD 709 may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises upon advance written approval from the City's Property and Facilities Manager. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, ISD 709 shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to and incorporated by reference into this Agreement as Exhibit C. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

B. ISD 709 agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Leased Premises, ISD 709 will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

XXI. GENERAL PROVISIONS.

A. Prior to execution of this Agreement by the City, ISD 709 shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State.

B. The Leased Premises and Washington Center are a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. ISD 709 acknowledges that Manager shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.

C. The rights of ISD 709 to occupy, use, and maintain said Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

D. The waiver by the City or ISD 709 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.

E. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

F. ISD 709 agrees that it shall neither assign nor transfer any rights or obligations under this Agreement.

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

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

[Remainder of this page intentionally left blank.]

CITY OF DULUTH

**INDEPENDENT SCHOOL DISTRICT
NO. 709**

By: _____
Mayor

By: _____

Printed Name: _____

Attest: _____
City Clerk

Its: _____

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

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	DONOR	AMOUNT	RESTRICTION
Denfeld	Eric & Deborah Dott	In Kind (2001 Eurovan)	None
	TOTAL	\$0.00	

RESOLUTION

Authorized Bank Account Signer

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

<u>District Building</u>	<u>Banking Institution</u>	<u>Account Number</u>	<u>Addition of Authorized Signer</u>	<u>Removal of Authorized Signer</u>
East	Northshore Northshore DTCU	XXXXXX9 XXXXXX2 XXXX6	Danette Seboe	Laurie Knapp
Homecroft	DTCU	XXXX2	Amy Wolden	Cher Obst
Myers-Wilkins	DTCU	XXXX3	Elisa Maldonado	Stephanie Heilig
Stowe	DTCU	XXXX0	Cynthia Maldonado	Larry Udesen

RESOLUTION
Broadcasting Committee Meetings

WHEREAS, the School Board desires to broadcast regularly scheduled monthly committee meetings; and,

WHEREAS, the Board has received an estimate of the costs involved in doing so:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools School Board directs administration to begin these broadcasts in September, 2016, or as soon as reasonably possible.

Resolution B-7-16-XXXX

August 16, 2016

MUTUAL AGREEMENT FOR STUDENT TEACHING

This agreement is entered into between the Board of Saint Mary's University of Minnesota, 700 Terrace Heights, Winona, Minnesota 55987-1399 with a campus at 2500 Park Avenue, Minneapolis, MN 55404-4403 (hereafter University) and ISD 709, Duluth Public Schools, 215 North First Ave. East, Duluth, MN 55802 (hereafter School).

1. Saint Mary's University agrees that:

- a. It will place at the School only student teachers who are eligible for such placement under State and University rules, and School Board regulations. All placements will initiate through and be approved by the Schools Office of the Assistant Superintendent.
- b. It will pay to the cooperating teacher/school district an amount not to exceed \$250.00 per semester for each student teacher placed in the school and, \$100.00 to the school district for a four-week student teaching content specialty area placement.
- c. It will provide regular student teaching supervision by State qualified University designees.
- d. It will cooperate with the School in the development and implementation of the Student Teaching Program.
- e. That all records and data received by the University as a result of this agreement will be treated by the University in accordance with the terms of the Minnesota Government Data Practices Act and all federal laws and rules pertinent thereto.
- f. The University will complete a background check on the University student. The University will immediately notify the Facility if a student is or has been disqualified from participating in the program. The University is not required to disclose to the Facility the basis for the disqualification. The Facility may request a copy of a background check from the student, and the student shall be responsible for submitting the records to the Facility. Such data need only be submitted to the Facility upon request.
- g. The University will indemnify, defend, and hold harmless the School, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising, either directly or indirectly, from any act or failure to act by the University or any of its employees that may occur during the course of or which arise out of the performance of this Agreement.

2. The School agrees that:

- a. It will supply to the student teacher so placed by the University an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license and has at least three years total teaching experience.
- b. It will cooperate with the University in the development and implementation of the Student Teaching Program.
- c. It shall provide appropriate supervision of the student teacher pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or the University with regards to the Student Teaching Program.
- d. It shall immediately notify the University if there is a change in licensure status of any practicing teacher providing supervision to any student teacher assigned hereunder.

- e. It shall not replace any of its employees, not fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher shall not act as a substitute teacher.
- f. It shall reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause or lack of funding.
- g. It shall consider and that all records and data regarding a student teacher, whether such records or data are received from the University of the student teacher or are generated by the School, as records and data subject to the provisions of Minnesota Status Section 13.01 et seq., Minnesota Rules part 1205.0100 et. seq. 20 U.S.C..1232 g and C.F.R. Section 99.1 et. seq. The School shall comply with the provisions of these State and Federal statues an regulations as applied to records and data regarding any student teacher placed at the School pursuant to this agreement as though such statues and regulations were fully applicable to the School.
- h. The School will indemnify, defend, and hold harmless the University, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising, either directly or indirectly, from any act or failure to act by the School or any of its employees, which may occur during the course or which may arise out of the performance of this Agreement.

3. General Provisions

- a. The terms of this agreement shall commence January 1, 2016 and end January 1, 2018 (a two year period).
- b. The School or University shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party.
- c. Any amendments to this agreement shall be in writing.
- d. Both parties agree to be bound by the laws and regulations of the State and Federal Governments Including all provisions in regard to discrimination and the Americans With Disabilities Act (ADA) and/or Section 504 of the Rehabilitations Act of 1973.

APPROVED:

INDEPENDENT SCHOOL DISTRICT: Duluth Public Schools -

DATE: August 2, 2016 NAME: W. K. Hanson
 TITLE: CFO

SAINT MARY'S UNIVERSITY OF MINNESOTA

DATE: 5/2/16 NAME: Rebecca J. Hopkins, Ed. D.
 TITLE: Dean of Education
Rebecca Hopkins

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2017	57000		\$2000		TBD

71060



Minnesota
 STATE COLLEGES
 & UNIVERSITIES

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

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

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

Location: Field at former Central High School

Date and Time: August 1, 2016 – October 15, 2016

Description of Activity or Event: LSC Men's and Women's Soccer Practice

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$1000.00 (One Thousand and 00/100 Dollars) for use of the field, and up to \$1000.00 (One Thousand and 00/100 Dollars) for mowing and lining of the field (\$360 for initial set-up and \$160 per LSC request) as needed, which shall be payable within 30 (30) days of MnSCUs' receipt of Licensor's invoice.

3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of July 1, 2016 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 15, 2016. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.

4. **AUTHORIZED REPRESENTATIVES.**

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

(return receipt required) addressed as follows:

MnSCU's authorized agent:

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

Licensor's authorized agent:

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

5. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition. Licensor shall provide the following:
- ;
 - a. parking
 - b.
 - c. any necessary keys or access codes;
 - f. mowing of field per ISD709 schedule with additional requests to mow and line an additional One Hundred Sixty and 00/100 Dollars (\$160) per LSC request

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

6. **SITE HOURS.** The Site hours are 8:00 am -- 9:30 pm. MnSCU may access the space during the specified hours and is responsible for securing the field and site if used after 4:30 pm .
7. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations attached as **Exhibit C** during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
8. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS and MnSCU will perform any inspection, evaluation and repair necessary to allow the safety of its students and coaches or others while on the site. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The MnSCU will perform all alterations or improvements it considers appropriate or necessary for the safe use the Space related to the MnSCU LSC Men's and Women's Soccer Practice and the participants related activity on the Licensor's premises associated with the Space. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.

9. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

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

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

- Agreement
- **EXHIBIT A, General Insurance Requirements**
- **EXHIBIT B, Site Plan showing Space permitted for use under this Agreement**

17. **SPECIAL PROVISIONS.** NONE


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

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

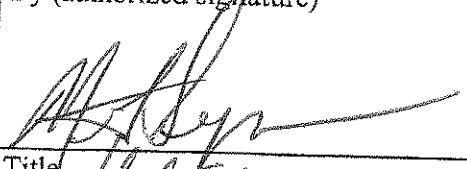
APPROVED:

1. LICENSOR: Independent School District #709

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

By (authorized signature)	
	
Title	CFO
Date	7/13/16

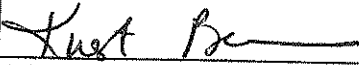
2. MNCSU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College

By (authorized signature)	
	
Title	V. P. A.S.A.
Date	7/18/16

3. AS TO ENCUMBRANCE:

4.

AS TO FORM AND EXECUTION:

By (authorized signature)	
	
Title	Admin Asst
Date	7/18/16


By (authorized signature)	
Alan Filkayson 	
Title	Vice President of Administration
Date	7/18/16

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

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

2. General Liability Insurance

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

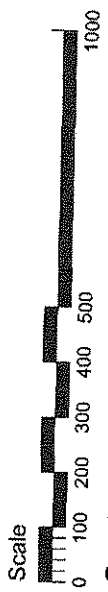
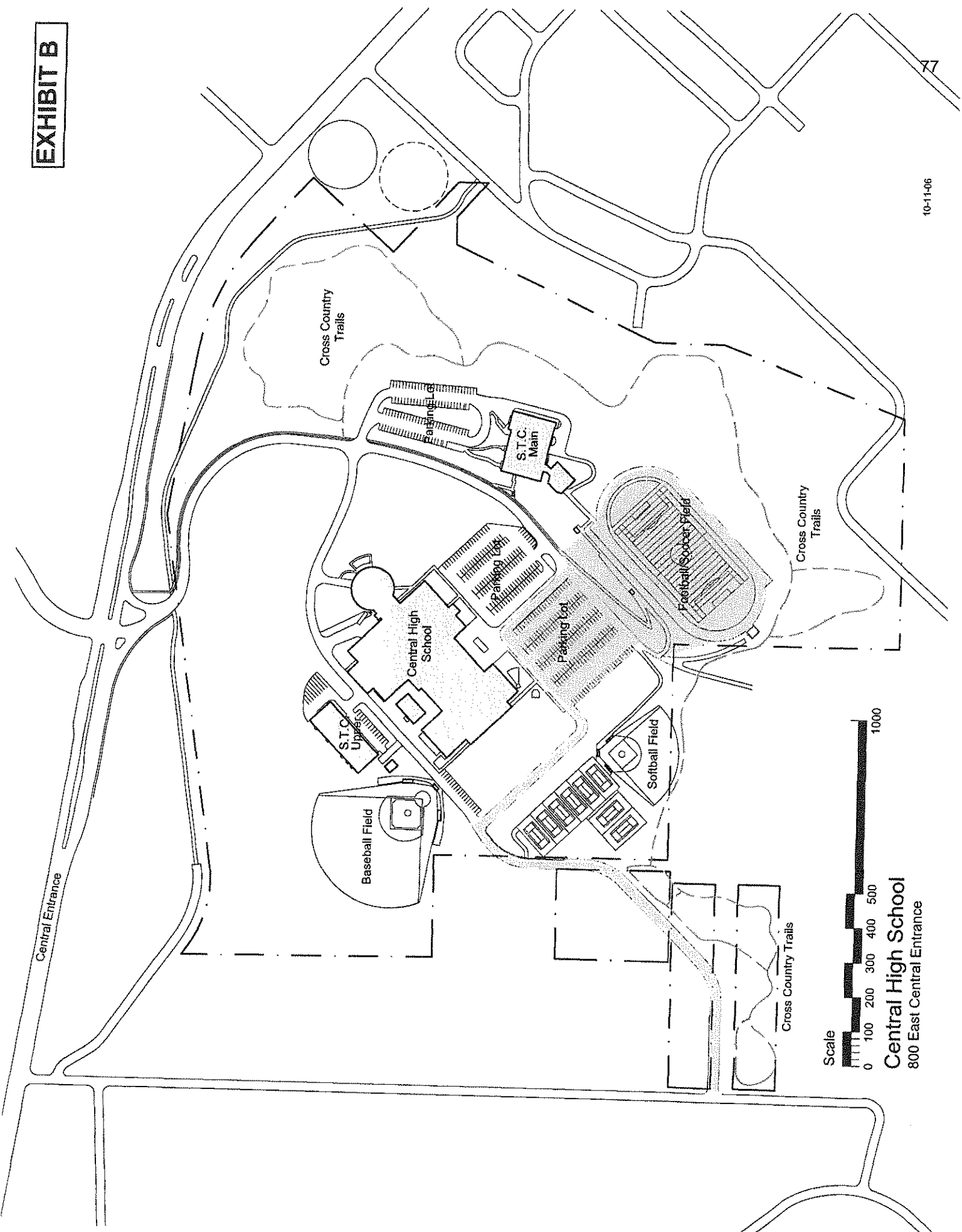
Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.

EXHIBIT B

10-11-06

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Central High School
800 East Central Entrance



State of Minnesota
Risk Management Fund
 310 Centennial Office Building
 658 Cedar Street
 St. Paul, MN 55155
 (651) 201-2593

Certificate of Coverage

This is to certify that coverage described below is effective per the applicable statutory authority referenced. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any reference herein. The coverage is subject to all terms and conditions of the statutory authority.

Insured: MNSCU-Lake Superior College-X56000 2101 Trinity Road Duluth, MN 55811	Policy Number: 0021PK17 Policy Term: 07/01/2016 to 07/01/2017 Date Certificate Issued: 07/13/2016 Certificate Number: 21376
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Type of Coverage	Limits and Deductibles		
Commercial General Liability	Policy Limits	\$500,000 \$1,500,000	Bodily Injury and Property Damage per Person Bodily Injury and Property Damage per Occurrence Subject to Provisions of M.S. 3.732 and M.S. 3.736

STATUTORY REFERENCES

*Automobile Liability - Minnesota Statute 65B Self-Insured Number is A-1046 as assigned by the MN Department of Commerce
 General Liability - Minnesota Statutes 3.732 and 3.736.*

DATES OF COVERAGE: 07/01/2016 to 07/01/2017

DESCRIPTION OF COVERAGE: Evidence of Insurance as respects the Lake Superior College's Intercollegiate Soccer Program and the use of the the Lincoln Park Middle School Field and the Old Central High School Field for practices bduring Fiscal Year 2017 - 07/01/2016 - 07/01/2017.

Independent School District 709 and Duluth Public Schools are Additional Insureds as respects this event only.

ISSUED TO:
 Independent School District 709
 Duluth Public Schools
 Attn: Kerry Leider - Risk Manager
 215 North 1st Avenue East
 Duluth, MN 55802

ISSUED BY: RISK MANAGEMENT DIVISION

Authorized Signature

Email: Kerry.Leider@isd709.org

Facilities Management – Maintenance and Operations - General

In the past month the maintenance crews have completed 316 work orders, and are currently working on 452 open work orders.

Facilities maintenance trade crews are currently scheduled to be at Piedmont and Stowe.

Re-commissioning efforts continue at 4 sites as mentioned last month, and results should be presented to the District this month.

Speed bumps will be installed at EHS on Greyhound Drive.

Air conditioning is being installed in a portion of the Transportation Building to improve air quality.

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.

MWE tuck-pointing and window replacement project is progressing quickly.

Installation of the EHS visitor management doors has started and will be completed by end of August.

Johnson-Wilson Constructors is making good progress on the new Design Center at Denfeld High School. We have had some challenges but schedule remains on track.

The HOCHS 3rd street parking lot project has begun. This project presents some difficult challenges due to late start and City permit challenges. Options are being explored to expedite remaining work, but completion after school start is likely for parking spaces. Public entrance should be complete on time.

The new data cabling and camera installation project at HOCHS is close to completion.

Construction efforts are going well on the Unity Gym remodeling project, completion by before start of school expected.

Construction has started and good progress has been made on the Lowell office remodel project. This work will align the Lowell office layout and traffic pattern with all other elementary site offices.

The East High School Monument Sign will be moved from OEMS to EHS, with a new foundation being constructed at EHS.

Punchlist items have been completed for the HOCHS retaining wall project and final payment will be made to the contractor.

Building Operations

Operations staff continues to summer clean our sites throughout the district while maintaining our buildings for community use simultaneously. Several engineers are participating in weekly classes throughout the summer to receive a Building Operators Certification (BOC). Topics such as energy efficiency, HVAC fundamentals, lighting, and indoor environmental quality will be touched throughout the BOC classes. Operations is seeking hourly custodians to help out with summer cleaning duties during the summer months and to substitute for custodians as needed during the school year.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - The asbestos containing tunnel at HOCHS is approved to be removed and/or encapsulated within the next week.
 - Asbestos piping in the boiler room at HOCHS was abated prior to the parking lot renovation
 - AHERA 3 year asbestos contract was awarded to Twin Ports Testing who will begin the inspections the first week of August.
 - Asbestos Inspector refresher training was completed by Jason Barsness
 - Asbestos O&M Initial Training was completed by Reid Johnson
 - Fire inspections for Garfield and Transportation were rescheduled for August 1st due to storm related power outages.
 - Rubber belting was ordered and is being cut to lay down on the Stowe playground for accessibility to the swings next year.
 - A chemical cabinet was delivered to the East greenhouse to separate fertilizers, etc.
- Emergency Response
 - Classroom guides were received and will be sorted and ready for shipment to the schools prior to school start this fall.
- Workers' Compensation Activities
 - OSHA Recordables- 0.

Incidents Reported: 1 injury 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.

The annual insurance policies for property, crime, inland marine, general liability, business automobile, worker's compensation and umbrella were all bound by August 1, 2016 with the assistance of Marsh and McLennan Agency.

GL Transactions by Object Code within Org. Key

GL Ledger Code:
Fiscal Year:

Grand Total: _____ 0.00 _____ 0.00 _____ 81 _____ 0.00