

**Business Committee**  
 Duluth Public Schools, ISD 709  
 Agenda  
 Monday, September 12, 2016  
 District Services Center  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 4:30 PM

1. **Financial Report**
  - A. Financial Report 6  
 Financial statements only (Cash Flow report will resume later this year)
  - B. Approval of Payment of Claims  
 This item is attached as an "extra".
  - C. Budget Revisions 19
  - D. Wire Transfers 21
  - E. Investment Transactions 22
  - F. APU Projections  
 APU Projections will resume in October.
  - G. Fundraisers 23
2. **Bids, R.F.P.s and Quotes Reports**
  - A. Bids
    - 1) Bid #1254 - Bakery Products 24  
 Bids for bakery products were advertised and sent to five regional providers. There were two responses with the low bid coming from Bimbo Bakeries USA in the amount of \$26,451.81.  
  
Recommendation: It is recommended the School Board approve the agreement with Bimbo Bakeries USA in the amount of \$26,451.81.
  - B. R.F.P.s - None
  - C. Quotes - None
3. **Policies and Regulations**
  - A. Suspension of Policy 3065 27  
 Administration is requesting a suspension of Policy 3065/Regulation 3065R in order to contract for interpreter services with a relative of a current employee. There continues to be a shortage of interpreters in the area and special services is in need of interpreter services.  
  
Recommendation: It is recommended that the Duluth School Board approve the suspension of Policy 3065/Regulation 3065R through June 30, 2017 to enter into a contract with Doug Bowen-Bailey for interpreter services.

B. New Policy 707 - Transportation of Public School Students 30  
 Attached is MSBA model policy 707 - Transportation of Public School Students for the first reading. This policy would replace current policies 3140, 3142 and 3145.

Recommendation: It is recommended that the Duluth School Board approve Policy 707 - first reading.

C. 3140 - Transportation of Students - Deletion 42  
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3140 which will be replaced with MSBA Policy 707.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3140 - first reading.

D. 3142 - School Transportation Services Along Private Roadways - Deletion 44

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3142 which will be replaced with MSBA Policy 707.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3142- first reading.

E. 3145 - Transportation-Student Eligibility and Route Scheduling - Deletion 45

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3145 which will be replaced with MSBA Policy 707.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3145 - first reading.

F. New Policy 710 - Extracurricular Transportation 47

Attached is MSBA Policy 710 - Extracurricular Transportation for the first reading. This policy would replace current policies 3170 and 3175.

Recommendation: It is recommended that the Duluth School Board approve Policy 710 - first reading.

G. 3170 - Secondary Schools Curricular, Co-Curricular, and Extra-Curricular Transportation - Deletion 53

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3170 which will be replaced with MSBA Policy 710.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3170 - first reading.

H. 3175 - Elementary Schools Special Activities Transportation - Deletion 55

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3175 which will be replaced with MSBA Policy 710.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3175 first reading.

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

##### A. Contracts

1) PLACEHOLDER - Duluth Energy Systems Steam Service Agreement  
Administration will bring additional information to Business Committee meeting.

2) Hallberg Engineering

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Attached is the contract for Hallberg Engineering to provide re-commissioning and technical services at Ordean East Middle School not to exceed \$40,000.

NOTE: Please see next contract with Minnesota Power, who will reimburse ISD 709 the cost of Hallberg Engineering's re-commissioning of Ordean East Middle School, not to exceed \$40,000.

Recommendation: It is recommended that the Duluth School Board approve the contract with Hallberg Engineering for re-commissioning services.

3) Minnesota Power Business Pilot Program Opportunity for Power of One

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As an enhancement to the existing Business program and to promote ongoing investment in energy efficiency, Minnesota Power is offering a pilot program opportunity for refunding up to \$40,000 of the cost of re-commissioning services at Ordean East Middle School.

NOTE: Please see above contract with Hallberg Engineering for re-commissioning services at Ordean East Middle School.

Recommendation: It is recommended that the Duluth School Board approve the contract with Minnesota Power to reimburse ISD 709 up to \$40,000 for re-commissioning services at Ordean East Middle School.

4) ACT District Testing Program - Spring 2017

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Attached is a contract from ACT, Inc. to provide testing services to the Duluth Public School District for the Spring 2017 District Testing program. The ACT test is a curriculum- and standards-based education and career planning tool that assess students' academic readiness for college. The testing will be available via paper or online. Billing is determined by the number of answer documents processed or online assessments launched and will cost approximately \$35,000.00.

Recommendation: It is recommended that the Duluth School Board approve the contract with ACT, Inc. to provide ACT testing services to the Duluth Public School District for the Spring 2017 District Testing program. Approximate cost is \$35,000.00.

##### B. Change Orders

1) Change Order #1 for HOCHS Gym Ceiling Abatement - MAVO, Inc.

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750 square feet of the duct insulation must be removed to allow for the connection of new ductwork and new gym ventilation diffusers to be

connected to the existing ductwork that had asbestos containing material covering them.

Change Order #1 to this bid is the added cost for the removal of the 750 sq. ft. of asbestos containing duct insulation resulting in a increase of \$9,000.00.

Recommendation: It is recommended the School Board approve the change order as listed above increasing \$9,000.00 from the previously awarded base bid for a new contract total of \$83,850.00.

2) **PLACEHOLDER - Change Order related to Denfeld Sewer Line and Replacement**

Administration will bring additional information to Business Committee meeting.

3) **PLACEHOLDER - Other Change Orders**

C. Leases

1) MARCO

Administration is recommending that we accept the proposal from Marco for four (4) Konica Minolta black and white copiers for the Print Shop. The 48 month lease will be an approximate annual cost of \$ 72,924 (including equipment and maintenance). Pricing is based on the AEPA (Association of Educational Purchasing Agencies) Contract. Please note that this represents an annual savings of approximately \$23,460 from current pricing.

Recommendation: It is recommended that the Duluth School Board approve a lease agreement between ISD 709 and MARCO with terms as described and authorize the School Board Chair to sign the agreement.

5. **Resolutions**

A. B-9-16-3394 - Acceptance of Donations to Duluth Public Schools. 81

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-16-3394.

B. B-9-16-3395 - Maximum Levy Certification 82

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-16-3395.

C. **PLACEHOLDER B-9-16-XXXX - Purchase of 3215 Elm Street (near Lincoln Park Middle School)** **83**

D. **PLACEHOLDER - Sale of Property**

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

A. Expenditure Contracts 84

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

B. Revenue Contracts 140

Superintendent Gronseth or the CFO/Executive Director of Business and

Finance has signed the following contracts during the month of August 2016.

C. Other Contracts 153

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

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report 160

**7. Future Items**

A. Policy Updates

B. Final Levy Approval (December)

C. FY 2015-16 Audit Results (December)



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

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%			%
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$10,164	\$10,164	N/A
Interest	15	0	N/A	0	0	N/A	40	40	N/A
Tuition, Fees, Admissions	1,386	101	1,272.6	101	101	0.4	2,200	2,200	0.4
Other Local Revenues	4	105	(96.4)	105	105	(0)	260	278	(0.2)
State Sources	1,771	0	N/A	0	0	N/A	74,228	74,228	N/A
Federal Aids from MDE	843	120	602.5	120	120	0	5,871	5,871	0.1
Federal Direct Aids	0	0	N/A	0	0	N/A	135	135	N/A
Local Sales	0	0	N/A	0	0	N/A	0	0	N/A
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	N/A
<b>Total Revenues</b>	<b>4,020</b>	<b>326</b>	<b>1,133.0</b>	<b>326</b>	<b>326</b>	<b>0</b>	<b>92,898</b>	<b>92,916</b>	<b>0.1</b>
<b>Expenditures</b>									
Salaries	520	627	17.1	627	627	0	55,296	55,302	0.1
Benefits	1,087	1,800	39.6	1,800	1,800	(0)	24,049	24,045	(0.0)
Purchased Services	165	166	0.4	166	166	0	6,962	7,024	0.1
Supplies & Materials	26	188	86.0	188	188	0	2,059	2,044	0.2
Chargebacks	0	0	N/A	0	0	0	(392)	(392)	N/A
Capital Expenditures	0	30	100.0	30	30	0	261	255	0.6
Debt Service	0	0	N/A	0	0	0	0	0	N/A
Other	36	21	(69.6)	21	21	(0)	668	732	(1.3)
<b>Total Expenditures</b>	<b>1,834</b>	<b>2,832</b>	<b>35.2</b>	<b>2,831</b>	<b>2,832</b>	<b>1</b>	<b>88,903</b>	<b>89,011</b>	<b>0.0</b>
Transfers In (Out)	0	0	N/A	0	0	0	(3,371)	(3,371)	N/A
<b>Operating Excess (Deficit)</b>	<b>\$2,186</b>	<b>(\$2,506)</b>	<b>187.2</b>	<b>(\$2,505)</b>	<b>(\$2,506)</b>	<b>\$1</b>	<b>\$624</b>	<b>\$534</b>	<b>0.0</b>

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

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%			%
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,678	\$9,678	N/A
Interest	15	15	N/A	0	0	N/A	40	40	N/A
Tuition, Fees, Admissions	1,386	83	1,570.3	83	83	0.4	1,712	1,712	0.4
Other Local Revenues	4	103	(96.3)	103	103	0.1	260	260	0.1
State Sources	1,750	0	N/A	0	0	N/A	64,284	64,284	N/A
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0	N/A
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0	N/A
Local Sales	0	0	N/A	0	0	N/A	0	0	N/A
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	N/A
<b>Total Revenues</b>	<b>3,155</b>	<b>186</b>	<b>1,596.4</b>	<b>187</b>	<b>186</b>	<b>1</b>	<b>75,974</b>	<b>75,974</b>	<b>0.3</b>
<b>Expenditures</b>									
Salaries	391	422	31	421	422	1	46,407	46,407	0.2
Benefits	910	1,479	569	1,479	1,479	0	19,491	19,486	0.0
Purchased Services	143	154	11	154	154	(0)	6,209	6,213	(0.2)
Supplies & Materials	25	185	160	184	185	1	1,433	1,416	0.3
Chargebacks	0	0	0	0	0	N/A	(1,661)	(1,661)	N/A
Capital Expenditures	0	28	28	28	28	0	180	174	1.0
Debt Service	0	0	0	0	0	N/A	0	0	N/A
Other	35	16	(19)	16	16	(0)	(81)	-	(0.4)
<b>Total Expenditures</b>	<b>1,503</b>	<b>2,284</b>	<b>781</b>	<b>2,282</b>	<b>2,284</b>	<b>2</b>	<b>71,978</b>	<b>72,018</b>	<b>0.1</b>
Transfers In (Out)	0	0	0	0	0	0	(3,371)	(3,371)	N/A
<b>Operating Excess (Deficit)</b>	<b>\$1,652</b>	<b>(\$2,098)</b>	<b>3,750</b>	<b>(\$2,096)</b>	<b>(\$2,098)</b>	<b>\$2</b>	<b>\$624</b>	<b>\$584</b>	<b>0.1</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-T-O-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$487	\$487
Interest	0	0	0	0	0	0	0	0
Tuition, Fees, Admissions	0	18	(18)	18	18	0	488	488
Other Local Revenues	0	2	(2)	2	2	(0)	0	18
State Sources	21	0	21	0	0	0	9,944	9,944
Federal Aids from MDE	843	120	723	120	120	0	5,871	5,871
Federal Direct Aids	0	0	0	0	0	0	135	135
Local Sales	0	0	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0	0	0
<b>Total Revenues</b>	<b>864</b>	<b>140</b>	<b>724</b>	<b>140</b>	<b>140</b>	<b>(0)</b>	<b>16,924</b>	<b>16,943</b>
<b>Expenditures</b>								
Salaries	129	205	76	205	205	(0)	8,889	8,895
Benefits	177	321	144	321	321	(0)	4,558	4,559
Purchased Services	22	12	(10)	12	12	0	753	811
Supplies & Materials	2	3	1	3	3	(0)	626	628
Chargebacks	0	0	0	0	0	0	1,269	1,269
Capital Expenditures	0	2	2	2	2	(0)	80	80
Debt Service	0	0	0	0	0	0	0	0
Other	0	5	5	5	5	(0)	750	751
<b>Total Expenditures</b>	<b>330</b>	<b>548</b>	<b>218</b>	<b>549</b>	<b>548</b>	<b>(1)</b>	<b>16,924</b>	<b>16,993</b>
Transfers In (Out)	0	0	0	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>\$534</b>	<b>(408)</b>	<b>942</b>	<b>(\$409)</b>	<b>(\$408)</b>	<b>(\$1)</b>	<b>\$0</b>	<b>(\$50)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
	\$	\$	%	\$	\$	%			
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0	\$0
Interest	0	0	N/A	0	0	N/A	0	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	0
Other Local Revenues	0	0	3.8	0	0	(3.2)	5	5	5
State Sources	0	0	N/A	0	0	N/A	166	166	166
Federal Aids from MDE	61	219	(72.3)	219	219	0.1	2,371	2,371	2,371
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0	0
Local Sales	(0)	0	(974.1)	0	0	0.0	1,198	1,198	1,198
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	0
<b>Total Revenues</b>	<b>61</b>	<b>219</b>	<b>(72.3)</b>	<b>220</b>	<b>219</b>	<b>0.1</b>	<b>3,740</b>	<b>3,740</b>	<b>3,740</b>
<u>Expenditures</u>									
Salaries	27	47	41.9	47	47	(0)	1,182	1,182	1,182
Benefits	14	17	18.5	17	17	0.2	459	459	459
Purchased Services	0	0	N/A	0	0	N/A	83	83	83
Supplies & Materials	0	0	N/A	0	0	N/A	2,172	2,172	2,172
Chargebacks	0	0	N/A	0	0	N/A	168	168	168
Capital Expenditures	0	0	N/A	0	0	N/A	34	34	34
Debt Service	0	0	N/A	0	0	N/A	0	0	0
Other	0	0	N/A	0	0	N/A	15	15	15
<b>Total Expenditures</b>	<b>41</b>	<b>64</b>	<b>35.6</b>	<b>65</b>	<b>64</b>	<b>(1.0)</b>	<b>4,114</b>	<b>4,114</b>	<b>4,114</b>
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	0
<b>Operating Excess (Deficit)</b>	<b>\$20</b>	<b>\$155</b>	<b>(87.4)</b>	<b>\$155</b>	<b>\$155</b>	<b>(\$0)</b>	<b>(\$374)</b>	<b>(\$374)</b>	<b>(\$374)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE				ANNUAL BUDGET			
	\$		\$							
	FY2017	FY2016	Variance	%	FY2017	FY2016	Variance	%	Adopted	Revised
Lewy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	5	5
State Sources	104	0	104	N/A	0	0	0	N/A	5,812	5,812
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>104</b>	<b>0</b>	<b>104</b>	<b>N/A</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>5,817</b>	<b>5,817</b>
<b>Expenditures</b>										
Salaries	26	29	3	8.8	29	29	0	0.4	1,257	1,257
Benefits	22	17	(5)	(31.4)	17	17	0	2.4	839	839
Purchased Services	(80)	2	82	4,090.2	2	2	(0)	(13.9)	3,884	3,884
Supplies & Materials	0	8	8	100.0	8	8	(0)	(2.9)	384	384
Chargebacks	0	0	0	N/A	0	0	0	N/A	1	1
Capital Expenditures	0	2	2	100.0	2	2	(0)	(24.5)	181	181
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	1	1
<b>Total Expenditures</b>	<b>(31)</b>	<b>58</b>	<b>89</b>	<b>153.5</b>	<b>58</b>	<b>58</b>	<b>(0)</b>	<b>(0.8)</b>	<b>6,547</b>	<b>6,547</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$135</b>	<b>(\$58)</b>	<b>\$193</b>	<b>332.0</b>	<b>(\$58)</b>	<b>(\$58)</b>	<b>(\$0)</b>	<b>(0.8)</b>	<b>(\$730)</b>	<b>(\$730)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$945	\$945	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	104	112	(7.6)	112	112	0	1,596	1,596	
Other Local Revenues	1	1	(32.5)	1	1	0	98	98	
State Sources	75	25	200.5	25	25	(0)	2,384	2,384	
Federal Aids from MDE	0	4	(100.0)	4	4	(0)	163	163	
Federal Direct Aids	0	0	N/A	0	0	0	N/A	N/A	
Local Sales	0	0	N/A	0	0	0	1,934	1,934	
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0	
<b>Total Revenues</b>	<b>179</b>	<b>142</b>	<b>26.3</b>	<b>142</b>	<b>142</b>	<b>(0)</b>	<b>7,121</b>	<b>7,121</b>	
<b>Expenditures</b>									
Salaries	45	63	28.1	63	63	0	3,767	3,767	
Benefits	69	128	46.4	128	128	0	1,593	1,593	
Purchased Services	3	12	70.9	12	12	(0)	1,204	1,193	
Supplies & Materials	7	3	(127.3)	3	3	0	296	296	
Chargebacks	0	0	N/A	0	0	0	260	260	
Capital Expenditures	10	0	(10)	0	0	0	7	18	
Debt Service	0	0	N/A	0	0	0	0	0	
Other	0	0	100.0	0	0	0	181	181	
<b>Total Expenditures</b>	<b>134</b>	<b>206</b>	<b>34.9</b>	<b>205</b>	<b>206</b>	<b>1</b>	<b>7,308</b>	<b>7,308</b>	
Transfers In (Out)	0	0	N/A	0	0	0			
<b>Operating Excess (Deficit)</b>	<b>\$45</b>	<b>(\$64)</b>	<b>\$109</b>	<b>(\$64)</b>	<b>(\$64)</b>	<b>\$0</b>	<b>(\$188)</b>	<b>(\$188)</b>	

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$2,452	\$2,452
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	1	2	(25.9)	2	2	(22.8)	17	17
State Sources	32	0	N/A	0	0	N/A	906	906
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	100	(100.0)	100	100	(0.2)	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>34</b>	<b>102</b>	<b>(66.7)</b>	<b>101</b>	<b>102</b>	<b>(0.7)</b>	<b>3,374</b>	<b>3,374</b>
<u>Expenditures</u>								
Salaries	51	54	6.0	54	54	(0.3)	815	815
Benefits	35	30	(17.9)	30	30	0.5	328	328
Purchased Services	16	9	(81.6)	9	9	2.8	356	352
Supplies & Materials	0	0	N/A	0	0	N/A	487	491
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	1	100.0	1	1	20.8	4,647	4,647
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	3	0	(3)	0	0	N/A	8	8
<b>Total Expenditures</b>	<b>106</b>	<b>94</b>	<b>(12.4)</b>	<b>94</b>	<b>94</b>	<b>0.5</b>	<b>6,639</b>	<b>6,639</b>
Transfers In (Out)	0	0	N/A	0	0	N/A	3,371	3,371
<b>Operating Excess (Deficit)</b>	<b>(\$72)</b>	<b>\$8</b>	<b>(995.6)</b>	<b>\$8</b>	<b>\$8</b>	<b>(3.4)</b>	<b>\$106</b>	<b>\$106</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-T-O-D-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance	Variance	FY2017	FY2016	Variance	Variance	\$	\$
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	(0)	(100.0)	(0)	0	(0)	(103.8)	-	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	(0)	(100.0)	(0)	0	(0)	(103.8)	0	0
<b>Expenditures</b>										
Salaries	5	5	0	3.0	5	5	(0)	(0.4)	0	0
Benefits	3	3	0	11.4	3	3	0	0.9	0	0
Purchased Services	0	11	11	99.7	11	11	(0)	(2.3)	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	1,547	1,547
Debt Service	0	0	0	0.0	0	0	0	0.0	0	0
Other	0	3	3	100.0	3	3	(0)	(4.1)	0	0
Total Expenditures	8	22	14	65.6	22	22	(0)	(1.7)	1,547	1,547
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$8)	(\$22)	\$14	65.5	(\$22)	(\$22)	(\$0)	(2.2)	(\$1,547)	(\$1,547)

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$17,655	\$17,655
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	0	0	N/A	0	0
State Sources	56	0	N/A	0	0	N/A	2,261	2,261
Federal Aids from MDE	466	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	933	933
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>523</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>20,849</b>	<b>20,849</b>
<u>Expenditures</u>								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	0	0
Purchased Services	0	0	N/A	0	0	N/A	0	0
Supplies & Materials	0	0	N/A	0	0	N/A	0	0
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	4,412	5,218	15.5	5,218	5,218	(0.0)	22,446	22,446
Other	0	0	N/A	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>4,412</b>	<b>5,218</b>	<b>15.5</b>	<b>5,218</b>	<b>5,218</b>	<b>(0.0)</b>	<b>22,446</b>	<b>22,446</b>
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$3,889)</b>	<b>(\$5,218)</b>	<b>25.5</b>	<b>(\$5,218)</b>	<b>(\$5,218)</b>	<b>(0.0)</b>	<b>(\$1,598)</b>	<b>(\$1,598)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - T O - D A T E				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance	Variance	FY2017	FY2016	Variance	Variance		
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	16	16
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	200	200
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	0	0	0	N/A	216	216
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	200	200
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	0	N/A	0	0	0	N/A	200	200
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$16	\$16

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR - TO - DATE		ANNUAL BUDGET	
	FY2017	FY2016	FY2017	FY2016	Adopted	Revised
	\$	\$	\$	\$		
	Variance	Variance	Variance	Variance		
	%	%	%	%		
Levy	\$0	\$0	\$0	\$0	\$0	\$0
Interest	0	0	0	0	0	0
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	46	(33)	79	79	825	825
State Sources	0	0	0	0	0	0
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	46	(33)	79	79	825	825
			(41.8)			0.3
<u>Expenditures</u>						
Salaries	0	0	0	0	0	0
Benefits	66	1	67	(0)	700	700
Purchased Services	5	0	5	0	54	54
Supplies & Materials	0	0	0	0	0	0
Chargebacks	0	0	0	0	0	0
Capital Expenditures	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Expenditures	70	2	72	72	754	754
			2.4			0.6
Transfers In (Out)	0	0	0	0	0	0
			N/A			N/A
Operating Excess (Deficit)	(\$24)	\$7	(\$31)	\$7	\$71	\$71
			(446.5)			9.7

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

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Levy	0	0	N/A	0	0	N/A	0	0
Interest	0	0	N/A	0	0	N/A	2	2
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	616	616
Other Local Revenues	0	0	N/A	0	0	N/A	263	263
State Sources	0	0	N/A	0	0	N/A	0	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	0	0	N/A	649	649
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	0	0	N/A	0	0	N/A	1,529	1,529
<u>Expenditures</u>								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	0	0
Purchased Services	0	0	N/A	0	0	N/A	889	889
Supplies & Materials	0	0	N/A	0	0	N/A	622	622
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	0	0	N/A	19	19
Total Expenditures	0	0	N/A	0	0	N/A	1,529	1,529
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 07/31/2016**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
07/01/2016	V107231	DULUTH TEACHERS CREDIT	7,548.30
07/01/2016	V106637	EBC - FLEX EFT	10,894.21
07/01/2016	V106636	EBC - TSA EFT	79,341.80
07/01/2016	V102915	FEDERAL 941 PR TAXES	584,694.53
07/01/2016	V108066	MG TRUST	92,901.07
07/01/2016	V05173	MN CHILD SUPPORT EFT	1,855.60
07/01/2016	V102916	MN STATE PR TAXES	94,009.54
07/01/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	72,715.82
07/01/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	278,513.88
07/01/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,558,922.82
07/15/2016	V106466	CITISTREET FOR MSRS	30,191.14
07/15/2016	V107231	DULUTH TEACHERS CREDIT	7,498.30
07/15/2016	V106637	EBC - FLEX EFT	10,548.88
07/15/2016	V106636	EBC - TSA EFT	79,349.11
07/15/2016	V102915	FEDERAL 941 PR TAXES	559,481.38
07/15/2016	V108066	MG TRUST	91,822.02
07/15/2016	V05173	MN CHILD SUPPORT EFT	1,714.95
07/15/2016	V102916	MN STATE PR TAXES	90,639.94
07/15/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	50,209.95
07/15/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	286,423.86
07/15/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,470,182.33
07/28/2016	V106737	ASSOCIATED BANK (EFT)	1,429,453.23
07/28/2016	V06645	MEDICA HEALTH PLAN (EFT)	179,652.10
07/28/2016	V106638	PEIP - HLTH EFT	2,553,620.88
07/28/2016	V05012	U S BANK TRUST N A CORP EFT	2,980,303.09
07/28/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	70,269.97
07/28/2016	V104923	HARRIS BANK	32,315.39
07/28/2016	V100499	MN DEPT OF REVENUE EFT	189.00
07/28/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	5,031.21
07/29/2016	V106466	CITISTREET FOR MSRS	42,496.57
07/29/2016	V106637	EBC - FLEX EFT	603.74
07/29/2016	V106636	EBC - TSA EFT	5,996.76
07/29/2016	V102915	FEDERAL 941 PR TAXES	558,200.67
07/29/2016	V05173	MN CHILD SUPPORT EFT	1,741.56
07/29/2016	V102916	MN STATE PR TAXES	95,136.28
07/29/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	46,463.96
07/29/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	259,959.58
07/29/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,444,047.88
			15,164,941.30

**ISD 709 – Duluth Public Schools**  
**GF Investment Activity for FY 2017**  
**As of July 31, 2016**

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

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
07/07	MN Trust Term Series	PMA	08/08/16	0.47%	1,700,000.00
07/08	Sterling Bank (MO)	MBS	01/09/17	0.60%	249,000.00
07/15	Luana Savings Bank (IA)	MBS	01/17/17	0.40%	249,000.00
07/15	BMO Harris Bank NA (IL)	MBS	01/13/17	0.60%	249,000.00
07/15	CFBank (OH)	MBS	01/17/17	0.50%	249,000.00
07/22	Synchrony Bank (UT)	MBS	01/23/17	0.60%	249,000.00

**Total Purchases** \$ **2,945,000.00**

**Deduct Maturities/Calls/Sales:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
07/07	MN Trust Term Series	PMA	07/07/16	0.50%	\$ 3,000,000.00
07/26	MN Trust Term Series	PMA	07/26/16	0.50%	5,500,000.00
07/29	Merrick Bank (UT)	MBS	07/29/16	0.70%	98,930.70

**Total Maturities** \$ **8,598,930.70**

**Other items:**

Add:	Money Market Funds Interest	\$ - 405.14
	Beginning Value Adjustment	10,486.47
	Other Interest/Cash Balance on Account (Reverse)	0.00
Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	0.00

**Total Other** \$ **10,081.33**

**Ending Investment Balance (July 31, 2016)** \$ **10,423,378.76**

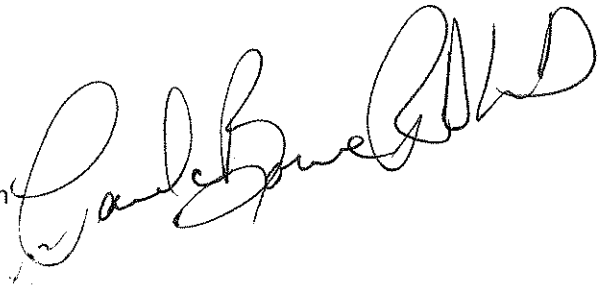
Note: Ending Investment Balance as of July 31, 2015 was \$ 7,593,775.51

### Fundraisers for August 2016

<b>School</b>	<b>Organization</b>	<b>Function</b>
Homecroft	School-wide	Coupon books
Congdon	School-wide	Box Tops collections
Congdon	School-wide	Life Touch and school pictures
Congdon	School-wide	Calendar sales for 4 <sup>th</sup> grade trip to Wolf Ridge
Congdon	School-wide	Printer cartridge recycling
Congdon	4 <sup>th</sup> & 5 <sup>th</sup> graders	Datebook/planner sales
Area Learning Center	T12	Shiny paper
Area Learning Center	School-wide	Vending machines
Denfeld	Basketball, Softball, Boys, Soccer, Cheer	Test drive of vehicles
Denfeld	Dance Team	Summer fundraiser at Marshall School
Denfeld	Athletics	Percentage of clothing sales
Denfeld	Lacrosse	Working concessions
Denfeld	Robotics	Work Air Show, collect paper, Schwan Sales

August 24, 2016

To: Anton Kelekovich, Supervisor Purchasing  
From: Pamela Bowe, R.D.L.D. Supervisor Child Nutrition  
SUBJECT: Bakery Products Bid 1254



Two vendors submitted bids for the Bakery Products Bid 1254.

Pan O Gold Baking Company 444 E. St. Germain St. Box 848, St. Cloud, MN 56302

Bimbo Bakeries USA 1607 N. 6<sup>th</sup> Street, Superior, WI 54880

Bid summary is below:

Pan O Gold Baking Company , bid on all 7 items for a total cost of \$27,860.40.

Bimbo Bakeries USA, bid on all 7 items for a total cost of \$26,451.81.

Based on Bimbo Bakeries USA complete bid on all 7 items with a lower cost, I recommend the bid be awarded to Bimbo Bakeries USA.

**MEMORANDUM**

To: Bill Hanson, CFO/Executive Director of Business Services  
From: Tony Kelekovich,<sup>TK</sup> Supervisor of Purchasing  
Subject: Bid-1254 Bakery Products  
Date: August 31, 2016

Bids for the production and delivery of bakery products for Child Nutrition – District Wide for the period October 1, 2016 through September 30, 2017 were advertised in the Duluth News Tribune and sent to six (5) area vendors. There were two (2) responses:

<u>VENDOR</u>	<u>AMOUNT</u>
BIMBO BAKERIES USA (SARA LEE)	\$ 26,451.81 (Seven Items)
PAN-O-GOLD	\$ 27,860.40 (Seven Items)

It is recommended that the low bid meeting specification as submitted by Bimbo Bakeries USA in the total (estimated) amount for the first year of \$ 26,451.81 be accepted. The second year renewal by mutual agreement is subject to the same conditions shown in the specifications.

**Fund:** 02-770-005-701-000-1490.01

**Program:** Child Nutrition – District Wide

**Fund Custodian:** Bill Hanson/Pam Bowe

VENDOR LIST/TABULATIONBID-1254 BAKERY PRODUCTS

<b>Bimbo Bakeries USA (Sara Lee)</b> <b>Superior WI</b>	<b>\$ 26,451.81</b>
Great Harvest Bread Company Duluth MN	No Response
Johnson's Bakery Duluth MN	No Response
Pan-O-Gold Baking Co Duluth MN	\$ 27,860.40
Positively 3rd Street Bakery Duluth MN	No Response

### **3065 VENDING MACHINES AND RELATIONS WITH VENDORS**

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

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

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

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

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

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

References: MSA 121.908  
MSA 123.37  
MSA 127.15  
MSA 471.345

Adopted: 06-09-1970 ISD 709

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

## **3065R      VENDING MACHINES AND RELATIONS WITH VENDORS**

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

### 1. Management

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

### 2. Installation

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

### 3. Use

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

### 4. Guidelines for Specific Items to be Dispensed

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

The following items may not be dispensed during lunch periods:

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

The following items are acceptable and may be operated at any time:  
 Fruit, noncarbonated beverages, milk, consommé', sandwiches, etc.  
 All efforts should be made to encourage cafeteria participation and the support of nutritious food.

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

#### 5. Relations with Vendors

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

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

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

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

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

Approved: 06-09-1970 ISD 709  
 Revised: 10-19-1993  
06-20-1995 ISD 709

## **707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS**

### **I. PURPOSE**

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

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

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

### **III. DEFINITIONS**

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability. (Minn. Stat. § 125A.02)
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. (Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)
- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing,

economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. (42 U.S.C. § 11434a)

- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minn. Stat. §120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*). (Minn. Stat. §123B.41, Subd. 9)
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. (Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3)
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. (Minn. Stat. § 123B.41, Subd. 4)
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 U.S.C. § 11432(g)(3)(G))
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minn. Stat. § 120A.22 by attendance at a nonpublic school. (Minn. Stat. § 126C.01, Subd. 8)
- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (Minn. Stat. § 123B.41, Subd. 11)

#### **IV. ELIGIBILITY**

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have

been voluntarily surrendered by the student's parent or guardian. (Minn. Stat. § 123B.88, Subd. 1)

- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

**The School District's responsibility is to provide transportation as a service. Riding the school bus for students is a privilege.**

**Student eligibility for transportation will be based on the distance of the student's residence, child care facility, or Key Zone site (which the child is attending on a permanent and regularly scheduled basis) from the school to which the pupil is assigned and the grade level of the student.**

**The School Board has established the following criteria:**

<b><u>Grade Level</u></b>	<b><u>Distance from Residence to School</u></b>
<b><u>Elementary</u></b>	<b><u>0.7 of a mile or more</u></b>
<b><u>Middle</u></b>	<b><u>1.5 miles or more</u></b>
<b><u>High</u></b>	<b><u>2.0 miles or more</u></b>

**Students eligible for transportation may be required to walk the same distance to a school bus stop that non-transported students are required to walk to his/her school.**

**Parents will assume responsibility of transporting children to and from their home to the permanent, full-time child care facility and Key Zone sites. Special transportation will be handled on an individual basis for students with disabilities.**

**The School District will provide transportation for students when, in the opinion of the Traffic Hazard Safety Committee, conditions between the child's home and school of attendance create a hazard to the walking child, recognizing the child's age as a factor in this consideration. Questions pertaining to eligibility for transportation due to safety concerns should be referred in writing to the Traffic Hazard Safety Committee.**

**The Traffic Hazard Safety Committee shall consist of the Transportation Manager, the appropriate principal, the School Patrol Safety Officer of the Duluth Police Department, and any others the Superintendent may designate.**

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where

such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation. (Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13)

- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

**E. The following are specific rules and regulations relative to determining student eligibility and route scheduling for transportation of Duluth Public Schools students:**

1. **If, when measuring the distance from a residential address to an assigned school, the designated distance registers within the boundaries of a resident block, students within the entire block shall be provided transportation in accordance with mileage requirements by grade level.**
2. **Distance shall be measured from the residential address of each transported student to the nearest school student entrance by an official school odometer.**
3. **School administrators desiring confirmation of the various mileage limits should contact the Transportation Manager.**
4. **A zoned map of a school attendance area indicating residential areas from which students are required to walk, as well as a map of the bus route(s) within the school attendance area, shall be made available by the Transportation Manager upon request of the principals.**
5. **Parents requesting transfers from one attendance area to another are responsible for pupil transportation arrangements based on approval. Transportation will be provided for administrative relocation of students.**
6. **The child care provider must reside in the home school attendance area. In the case of magnet schools, the home school attendance area is district wide. Established magnet school routes shall be followed in transporting students to child care provider. The child care**

**residence must be eligible for transportation for grade level of child. Transportation must be on a permanent basis with one A.M. address pick up and one P.M. address drop off all days of the week within the home school attendance area. The child care arrangements must be made three (3) working days in advance of transportation.**

7. **Elementary school children attending child care facilities and Key Zone sites outside their residential attendance area may apply for enrollment in the public elementary school in the attendance area of the child care facility, provided classroom space is available. It is the parent's responsibility to provide transportation to and from the child care. The School District provides transportation between the child care and the school provided the child care address qualifies within District guidelines.**
8. **Requests for transportation for students with medical handicaps will be approved upon written verification by a physician that the student, for medical reasons, does require transportation to and from school. Medical permits for transportation must be renewed at the beginning of each school year.**
9. **Transportation is provided for eligible students riding to and from school only. Students shall not ride the bus for purposes of Cub Scout and Brownie meetings, birthday parties, or visitations.**
10. **Identification passes issued to secondary students for transportation on Duluth Transit Authority vehicles can be replaced. A cost will be charged for replacement.**
11. **Vocational center students shall be provided transportation to and from their school of resident attendance.**
12. **The school bus will stop at designated discharging and receiving points within a reasonable distance of students' homes to receive and discharge students.**
13. **Students may request alternate bus stops, AM and PM. The stops must be within the eligible transportation boundary of their school. Stop changes, if approved, are assigned 5 days per week. They shall be discharged from the bus at the same bus stop at which they were received.**

## **V. TRANSPORTATION OF NONRESIDENT STUDENTS**

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same

level of service that is provided to resident students. (Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3)

- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation. (Minn. Stat. § 123B.88, Subd. 6)
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. (Minn. Stat. § 127A.47, Subd. 3(b))
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. (Minn. Stat. § 123B.92, Subd. 3(b))

#### **VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS**

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minn. Stat. § 124D.03, Subd. 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (Minn. Stat. § 123B.88, Subds. 1 and 4)
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. (Minn. Stat. § 124D.041)

#### **VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/STUDENTS WITH TEMPORARY DISABILITIES**

- A. Upon a request of a parent or guardian, a resident student with a disability who is not yet enrolled in kindergarten, who requires special education services in a location other than the student's home, shall be provided transportation to and from the student's home at the expense of the school district and shall not be subject to any distance requirement. (Minn. Stat. § 123B.88, Subd. 1)
- B. Resident students with a disability whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600)
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. (Minn. Stat. § 125A.65)
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. (Minn. Stat. § 125A.12)
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district. (Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall

provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))

- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

### **VIII. HOMELESS STUDENTS**

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. (42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
  1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked. (42 U.S.C. § 11432(g)(1)(J)(iii)(I))
  2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))
  3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is

located. (Minn. Stat. § 125A.51(f))

4. A homeless nonresident student enrolled under Minn. Stat. § 124D.08, Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. (Minn. Stat. § 123B.92, Subd. 3(c)).

## **IX. AVAILABILITY OF SERVICES**

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. (Minn. Stat. § 123B.88, Subd. 21)

## **X. MANNER OF TRANSPORTATION**

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. (Minn. Stat. § 123B.88, Subd. 1)

## **XI. RESTRICTIONS**

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 U.S.C. § 1415 (Individuals with Disabilities Act), 29 U.S.C. § 794 (the Rehabilitation Act), and 42 U.S.C. § 12132, (Americans with Disabilities Act) are governed by these provisions. (Minn. Stat. § 121A.59)

## **XII. FEES**

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. (Minn. Stat. § 123B.36, Subd. 1(10))
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § 190.05. (Minn. Stat. § 123B.36, Subds. 1(11) and 6)

- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. (Minn. Stat. § 123B.36, Subd. 1(13))
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. (Minn. Stat. § 123B.36, Subd. 3)

### **XIII. School Transportation Along Private Roadways**

**The Duluth Public Schools will provide transportation for eligible students living along township, road association, and private roadways if all of the following conditions are met.**

1. **The distance between the residence driveway and the main road or nearest serviced turnaround must be one-half mile or more.**
2. **The roadway meets the following construction standards. The specifications are 18 foot finished driving surface. Surface of roadway must be at least 6" aggregate surface. All culverts across the roadway shall be 15" minimum diameter or larger.**
3. **The roadway is free of permanent, seasonal, or temporary safety hazards such as: unplowed roadway or turnaround, running water across roadway, tree branches or limbs in the way, steep shoulders with no guard rails, or any other possible safety compromising situations.**
4. **Adequate bus turnaround facilities are to be properly maintained. Turnaround facilities must be a minimum of 18 feet wide and 30 feet deep of finished surface without a serve grade in either direction. If a cul-de-sac is needed, it shall have a minimum 40 foot radius.**

**Roadways that do not meet the specifications of this policy and are receiving service as of September 9, 2004 will continue to receive service until such time that no students are eligible for service on the roadway. At such time service is requested to resume the roadway will be evaluated using the specifications described herein.**

**Applications for request for school bus transportation along roadways may be obtained from the ISD #709 Transportation Department. Roadways must be inspected and certified that they meet the above specifications by a licensed engineering firm. Costs of inspection and certification are to be borne by the applicant.**

**Final approval and acceptance will be made by the Duluth Public School Transportation Safety Committee.**

**The Manager of Transportation may suspend transportation services along an approved roadway due to seasonal or temporary impassability, lack of adequate bus turn around facilities, inadequate roadway maintenance, road construction, or the existence of a hazardous safety condition.**

- Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)  
Minn. Stat. § 123B.36 (Authorized Fees)  
Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)  
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)  
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)  
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District)  
Minn. Stat. Ch. 125A (Children With a Disability)  
Minn. Stat. § 125A.02 (Children With a Disability, Defined)  
Minn. Stat. § 125A.12 (Attendance in Another District)  
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)  
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)  
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)  
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)  
Minn. Stat. § 126C.01 (General Education Revenue - Definitions)  
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)  
Minn. Stat. § 190.05 (Definitions)  
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)  
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)  
20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)  
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)  
42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)
- Cross References:** MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 710 (Extracurricular Transportation)  
MSBA Service Manual, Chapter 2, Transportation

### ~~3140—TRANSPORTATION OF STUDENTS~~

~~The School District's responsibility is to provide transportation as a service. Riding the school bus for students is a privilege.~~

~~Student eligibility for transportation will be based on the distance of the student's residence, child care facility, or Kid Connection site (which the child is attending on a permanent and regularly scheduled basis) from the school to which the pupil is assigned and the grade level of the student.~~

~~The School Board has established the following criteria:-~~

<u>Grade Level</u>	<u>Distance from Residence to School</u>
Elementary	0.7 of a mile or more
Middle	1.5 miles or more
High	2.0 miles or more

~~Students eligible for transportation may be required to walk the same distance to a school bus stop that non-transported students are required to walk to his/her school. Parents will assume responsibility of transporting children to and from their home to the permanent, full-time child care facility and Kid Connection sites. Special transportation will be handled on an individual basis for students with disabilities.~~

~~The School District will provide transportation for students when, in the opinion of the Traffic Hazard Safety Committee, conditions between the child's home and school of attendance create a hazard to the walking child, recognizing the child's age as a factor in this consideration. Questions pertaining to eligibility for transportation due to safety concerns should be referred in writing to the Traffic Hazard Safety Committee.~~

~~The Traffic Hazard Safety Committee shall consist of the Supervisor of Transportation, the appropriate principal, the School Patrol Safety Officer of the Duluth Police Department, and any others the Superintendent may designate.~~

~~The Superintendent shall administer the operation of transportation so as to:~~

- ~~1. Provide for safety of students.~~
- ~~2. Supplement and reinforce desirable student behavior patterns.~~
- ~~3. Assist students with disabilities.~~
- ~~4. Enrich the instructional program through carefully planned curricular and co-curricular transportation as recommended by the staff and consistent with the regulations.~~

~~The definition for curricular transportation (field trip) is a trip in which students receive transportation both ways between the home school and another location for instructional purposes.~~

The definition for co-curricular transportation is transportation provided for school-sponsored and directed activities designed to provide opportunities for students to participate, on an individual or group basis, in school or public events for the improvement of skills. Co-curricular activities are not offered for school credit, cannot be counted toward graduation, and have one or more of the following characteristics:

1. They are conducted at regular and uniform times during school hours or at times established by school authorities.
2. Although not offered for credit, they are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit.
3. They are partially funded by public monies for general instruction purposes under direction and control of the School Board.

References: MSA 123.39  
 EDU 220-225  
 EDU 240-243

Adopted: ~~06-09-1970 ISD 709~~  
 Revised: ~~05-14-1974~~  
~~12-09-1975~~  
~~07-18-1978~~  
~~11-13-1979~~  
~~05-11-1982~~  
~~02-12-1985~~  
~~07-11-1989~~  
~~06-20-1995~~  
05-20-2008 ISD 709

### ~~3142—SCHOOL TRANSPORTATION SERVICES ALONG PRIVATE ROADWAYS~~

The Duluth Public Schools will provide transportation for eligible students living along township, road association, and private roadways if all of the following conditions are met.

- ~~1. The distance between the residence driveway and the main road or nearest serviced turnaround must be one half mile or more.~~
- ~~2. The roadway meets the following construction standards. The specifications are 18-foot finished driving surface. Surface of roadway must be at least 6" aggregate surface. All culverts across the roadway shall be 15" minimum diameter or larger.~~
- ~~3. The roadway is free of permanent, seasonal, or temporary safety hazards such as: unplowed roadway or turnaround, running water across roadway, tree branches or limbs in the way, steep shoulders with no guard rails, or any other possible safety compromising situations.~~
- ~~4. Adequate bus turnaround facilities are to be properly maintained. Turnaround facilities must be a minimum of 18 feet wide and 30 feet deep of finished surface without a serve grade in either direction. If a cul de sac is needed, it shall have a minimum 40 foot radius.~~

Roadways that do not meet the specifications of this policy and are receiving service as of September 9, 2004 will continue to receive service until such time that no students are eligible for service on the roadway. At such time service is requested to resume the roadway will be evaluated using the specifications described herein.

Applications for request for school bus transportation along roadways may be obtained from the ISD #709 Transportation Department. Roadways must be inspected and certified that they meet the above specifications by a licensed engineering firm. Costs of inspection and certification are to be borne by the applicant.

Final approval and acceptance will be made by the Duluth Public School Transportation Safety Committee.

The Manager of Transportation may suspend transportation services along an approved roadway due to seasonal or temporary impassability, lack of adequate bus turn around facilities, inadequate roadway maintenance, road construction, or the existence of a hazardous safety condition.

Adopted: ~~05-20-1997 ISD 709~~

Revised: ~~02-20-2001~~

09-21-2004 ISD 709

### **~~3145 — TRANSPORTATION — STUDENT ELIGIBILITY AND ROUTE SCHEDULING~~**

The following are rules and regulations relative to determining student eligibility and route scheduling for transportation:

- ~~1. If, when measuring the distance from a residential address to an assigned school, the designated distance registers within the boundaries of a resident block, students within the entire block shall be provided transportation in accordance with mileage requirements by grade level.~~
- ~~2. Distance shall be measured from the residential address of each transported student to the nearest school student entrance by an official school odometer.~~
- ~~3. School administrators desiring confirmation of the various mileage limits should contact the Supervisor of Transportation.~~
- ~~4. A zoned map of a school attendance area indicating residential areas from which students are required to walk, as well as a map of the bus route(s) within the school attendance area, shall be made available by the Supervisor of Transportation upon request of the principals.~~
- ~~5. Parents requesting transfers from one attendance area to another are responsible for pupil transportation arrangements based on approval. Transportation will be provided for administrative relocation of students.~~
- ~~6. The child care provider must reside in the home school attendance area. In the case of magnet schools, the home school attendance area is district wide. Established magnet school routes shall be followed in transporting students to child care provider. The child care residence must be eligible for transportation for grade level of child. Transportation must be on a permanent basis with one A.M. address pick up and one P.M. address drop off all days of the week within the home school attendance area. The child care arrangements must be made three (3) working days in advance of transportation.~~
- ~~7. Elementary school children attending child care facilities and Kid Connection sites outside their residential attendance area may apply for enrollment in the public elementary school in the attendance area of the child care facility, provided classroom space is available. It is the parent's responsibility to provide transportation to and from the child care. The School District provides transportation between the child care and the school provided the child care address qualifies within District guidelines.~~
- ~~8. Requests for transportation for students with medical handicaps will be approved upon written verification by a physician that the student, for medical reasons, does require transportation to and from school. Medical permits for transportation must be renewed at the beginning of each school year.~~

- ~~9. Transportation is provided for eligible students riding to and from school only. Students shall not ride the bus for purposes of Cub Scout and Brownie meetings, birthday parties, or visitations.~~
- ~~10. Identification passes issued to secondary students for transportation on Duluth Transit Authority vehicles can be replaced. A cost will be charged for replacement.~~
- ~~11. Vocational center students shall be provided transportation to and from their school of resident attendance.~~
- ~~12. The school bus will stop at designated discharging and receiving points within a reasonable distance of students' homes to receive and discharge students. They shall be discharged from the bus at the same bus stop at which they were received.~~

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

Revised: ~~10-21-1975~~

~~11-13-1979~~

~~04-12-1983~~

~~02-12-1985~~

~~07-11-1989~~

~~06-20-1995 ISD 709~~

## 710 EXTRACURRICULAR, CURRICULAR AND CO-CURRICULAR TRANSPORTATION

### I. PURPOSE

The purpose of this policy is to make clear to students, parents, and staff the school district's policy regarding extracurricular, curricular and co-curricular transportation.

### II. GENERAL STATEMENT OF POLICY

The determination as to whether to provide transportation for students, spectators, or participants to and from extracurricular, curricular and co-curricular activities shall be made solely by the school district administration. This determination shall include, but is not limited to, the decision to provide transportation, the persons to be transported, the type or method to be utilized, all transportation scheduling and coordination, and any other transportation arrangements or decisions. Employees who are involved in ~~extracurricular~~ these activities shall be advised by the administration as to the transportation arrangements made, if any.

### III. ARRANGEMENT OF EXTRACURRICULAR, CURRICULAR AND CO-CURRICULAR TRANSPORTATION

School district employees shall not undertake independent arrangement, scheduling, or coordination of transportation for extracurricular, curricular or co-curricular activities unless specifically directed or approved by the school district administration. All transportation arrangements made by a school district employee must be approved by a building administrator. If the school district makes no arrangements for extracurricular, curricular or co-curricular transportation, students who wish to participate are responsible for arranging for or providing their own transportation.

#### A. Secondary Schools For any Activity Paying an Activity Fee

1. The School District shall provide professional transportation for participants (vehicle driven by a professional bus driver, not the coach of a team) to all scheduled games, events, or contests during the regular season in and out-of-the district. Exceptions:
  - a. Trips under two miles from the home school.
  - b. Trips where the total number of participants combined from any or all schools involved are nine or less. In these cases, it is recommended that a properly licensed coach/advisor of the activity drive the participants in a school district certified TYPE III van to the event (i.e., one golfer from each of the three high schools qualifies for the State Tournament).
2. The home school, in cooperation with the Transportation Department, will determine the appropriate type and size of the professional transportation vehicle except that trips which exceed 130 miles one way shall be made in a coach.
3. Trips which are less than one hundred thirty (130) miles one way will

be made in a school bus; however, a group/team may choose to have a coach if they fund the price differential.

4. Contingent upon numbers, groups from more than one school participating in the same event are expected to share transportation. It is not the intent of this statement to require coaches/advisors to reduce the size of their team/group to fit the size of the bus in order to share transportation. However, reasonableness, common sense, and good judgment should be used when working with other schools on cooperative transportation. An activity group shall schedule no more than fifty percent (50%) of its away contests more than 100 miles one way. Exception:
  - a. The total number of away debate and speech meets in any combination that is deemed by the school administration to be reasonable shall be limited to ten (10).
  - b. No more than two trips per school to National Forensics League (NFL) sponsored activities at the district level will be funded.
5. Transportation shall not be provided for regular practice sessions on the school's designated practice area.
6. Activities that charge the students the maximum activity fee charged may elect to use up to a \$150 allocation annually for scrimmage purposes. Any amount above the allocation shall be paid by the team.
7. Participants going on regularly scheduled trips shall ride to and from the event on the professional transportation provided. Any exception must be approved by the parent and the school administration in writing prior to the trip.
8. The head and/or assistant coach/advisor must accompany and supervise the group in the bus.
9. All but the first game of M.S.H.S.L. post-season play leading up to and including a state tournament shall be paid from a designated School District account for that purpose. This account will be controlled by the Director of School Operations. All reimbursements for transportation from the M.S.H.S.L. or its affiliate levels shall be deposited in this account.

B. Secondary Schools For Any Activity Not Paying an Activity Fee (NOTE – Funding amounts below are from 2003 policies and should be reviewed)

Funding for non-participation fee paying groups shall be established annually.

Each school shall be funded up to a maximum of:

1. Academic field trips:

a. Senior high school - \$4,000

b. Middle school - \$1,000

c. Secondary Vocational - \$4,000

2. Academic Clubs for which a stipend is approved

a. Senior high school - \$1,500

b. Middle school - \$1,000

3. Performing musical groups to fulfill requests for local guest performances and to support regular season MSHSL athletic activities:

a. Senior high school - \$3,000

b. Middle school - \$1,500

(Trips that support post-season athletic competition are to be paid from A-10 above.)

4. Student who qualify through competition or by election for national competition may request assistance to partially subsidize the transportation expense for the national event.

Each request will be reviewed individually by the Executive Director of Business Services.

(Funds will come from designated account noted in A-10 above).

C. Secondary Schools Implementation Procedures

1. Advisors and/or coaches of all of the above-mentioned categories shall submit travel plans/requests through the Activities Director for the principal's approval.
2. The principal will submit a transportation budget for the following year to the Director of School Operations and the Superintendent by April 15.
3. The transportation allocation for participation fee-paying groups may vary from school to school.
4. The transportation allocation for curricular, club, and performing group trips shall be an equal and fixed amount per school.

D. Elementary Schools Special Activities Transportation

Each elementary school shall receive an equitable allocation each year to be used for the curricular (field trip) transportation needs of the school. The principal shall have the sole prerogative in determining how the allocation will be used, keeping in mind past uses of funds provided for curricular and co-curricular transportation.

The allocation for elementary curricular and co-curricular transportation shall operate as follows:

1. A specific number of trips will be allocated to each elementary classroom by August 1 preceding the school year to which this allocation applies.
2. These allocations will be determined by the Director of Finance in

conjunction with the Transportation Manager. Allocations to the elementary schools shall be based upon the availability of resources for these purposes and equity of the allocation among the schools.

3. The annual allocation of curricular (field) trips to an elementary school shall be the number of trips allocated per classroom for a given year times the number of classrooms in the school. This shall be the sum total of trips allocated a school for a given year.
4. Fund-raising, apart from the allocation, for the purpose of supplementing the school's curricular allocation shall not be permitted.
5. An evaluation of the allocation's use shall be carried on each year by the Director of Finance.
6. A school shall charge all curricular and co-curricular transportation expenditures against its designated allocation. Expenditures shall not be charged to funds established for purposes other than curricular and co-curricular transportation.

Transportation for the following purposes will not be charged against the elementary school field trip allocation:

1. Special education field trips.
2. Trips designated as extra-curricular.
3. District wide events which are apart from the activities of an individual school.

#### IV. NO EMPLOYEE TRANSPORTATION OF STUDENTS WITH PERSONAL VEHICLES

~~An employee must not use a personal vehicle to transport one or more students except as provided herein. However, employees may make appropriate transportation arrangements for students as necessary in an emergency or other unforeseeable circumstance.~~

The district has several TYPE III, school district vehicles to be used for scheduled trips involving small groups of students (up to 10 including driver). The vehicles may be driven by district staff that has been certified by the school district transportation department per state standards. Annual re-certification is required. District TYPE III vehicles are available on a first come first served basis and must be scheduled in advance through the school district transportation department.

~~An employee must not use a personal vehicle to transport one or more students except as provided herein. However, employees may make appropriate transportation arrangements for students as necessary in an emergency or other unforeseeable circumstance.~~

In a nonemergency situation, an employee must get prior, written approval from the

administration before transporting a student in a personal vehicle. If a school vehicle is available, the employee will use the school vehicle. The administration has the sole discretion to make a final determination as to the appropriate use of a personal vehicle to transport one or more students.

If any emergency transportation arrangements are made by employees pursuant to this section, the relevant facts and circumstances shall be reported to the administration as soon thereafter as practicable.

All vehicles used to transport students shall be properly registered and insured.

***[Note: This policy provides that employees may use a personal vehicle to transport students in an emergency or other unforeseeable circumstance. An "emergency or other unforeseeable circumstance" does not include situations where regular transportation is available or scheduled.***

***For example, if a scheduled extracurricular event occurs outside of the school district and the school district transports a team or group of students to and from the event, an employee would be prohibited by law from using a personal vehicle to transport some students to the event. In contrast, if a student attending this same event became ill or injured and required immediate transportation home or to a health care facility, the exigent need to transport one student would not constitute regular or scheduled transportation. An employee would have authority to transport the student in a personal vehicle under these circumstances, if using a vehicle that is properly registered and insured. The expectation of the school district is that the employee would immediately contact administration about these circumstances to ensure oversight of the employee's use of this exception.***

***Nonregular and nonscheduled transportation also would include situations where some notice may be provided of the need for transportation to a nonscheduled event for which transportation generally is not provided by the school district. For example, a group of students may participate in a scheduled debate competition for which regular school district transportation is provided. Two students advance to a regional competition the following day. Transportation would not have been scheduled to the regional competition as the students' advancement was not predicted. These circumstances may justify an employee's use of a personal vehicle to transport the two students to the regional competition, if the vehicle is properly registered and insured. Because the employee has sufficient time to contact an administrator, advance written permission by an administrator would be expected for the purpose of overseeing that the reasons for an employee using a personal vehicle comply with the requirements of the law.]***

## **V. FEES**

In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.

***Legal References:*** Minn. Stat. § 123B.36 (Authorized Fees)

Minn. Stat. § 169.011, Subd. 71(a) (Definition of a School Bus)  
Minn. Stat. § 169.454, Subd. 13 (Type III Vehicle Standards –  
Exemption)

***Cross References:*** MSBA/MASA Model Policy 610 (Field Trips)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA Service Manual, Chapter 2, Transportation

## **~~3170 SECONDARY SCHOOLS CURRICULAR, CO-CURRICULAR, AND EXTRA-CURRICULAR TRANSPORTATION~~**

### ~~A. For Any Activity Paying an Activity Fee~~

- ~~1. The School District shall provide professional transportation for participants (vehicle-driven by a professional bus driver, not the coach of a team) to all scheduled games, events, or contests during the regular season in and out of the district. Exceptions:
 
  - ~~a. Trips under two miles from the home school.~~
  - ~~b. Trips where the total number of participants combined from any or all schools involved is nine or less. In these cases, it is recommended that a properly licensed coach/advisor of the activity drive the participants in a van to the event (i.e., one golfer from each of the three high schools qualifies for the State Tournament).~~~~
- ~~2. The home school, in cooperation with the Transportation Department, will determine the appropriate type and size of the professional transportation vehicle except that trips which exceed 130 miles one way shall be made in a coach.~~
- ~~3. Trips which are less than one hundred thirty (130) miles one way will be made in a school bus; however, a group/team may choose to have a coach if they fund the price differential.~~
- ~~4. Contingent upon numbers, groups from more than one school participating in the same event are expected to share transportation. It is not the intent of this statement to require coaches/advisors to reduce the size of their team/group to fit the size of the bus in order to share transportation. However, reasonableness, common sense, and good judgment should be used when working with other schools on cooperative transportation. An activity group shall schedule no more than fifty percent (50%) of its away contests more than 100 miles one way. Exception:
 
  - ~~a. The total number of away debate and speech meets in any combination that is deemed by the school administration to be reasonable shall be limited to ten (10).~~
  - ~~b. No more than two trips per school to National Forensics League (NFL) sponsored activities at the district level will be funded.~~~~
- ~~5. Transportation shall not be provided for regular practice sessions on the school's designated practice area.~~
- ~~6. Activities that charge the students the maximum activity fee charged may elect to use up to a \$150 allocation annually for scrimmage purposes. Any amount above the allocation shall be paid by the team.~~
- ~~7. Participants going on regularly scheduled trips shall ride to and from the event on the professional transportation provided. Any exception must be approved by the parent and the school administration in writing prior to the trip.~~
- ~~8. The head and/or assistant coach/advisor must accompany and supervise the group in the bus.~~
- ~~9. All but the first game of M.S.H.S.L. post-season play leading up to and including a state tournament shall be paid from a designated School District account for that purpose. This account will be controlled by the Director of School Operations. All reimbursements for transportation from the M.S.H.S.L. or its affiliate levels shall be deposited in this account.~~

~~B. For Any Activity Not Paying an Activity Fee~~

~~Funding for non-participation fee-paying groups shall be established annually with each school being funded up to a maximum of:~~

- ~~1. Academic field trips:
 
  - ~~a. senior high school—\$4,000~~
  - ~~b. Middle school—\$2,500~~
  - ~~c. Secondary vocational school—\$4,000~~~~
- ~~2. Academic clubs for which a stipend is approved:
 
  - ~~a. Senior high school—\$1,500~~
  - ~~b. Middle school—\$1,000~~~~
- ~~3. Performing musical groups to fulfill requests for local guest performances and to support regular season M.S.H.S.L. athletic activities:
 
  - ~~a. Senior high school—\$3,000~~
  - ~~b. Middle school—\$1,500~~

~~(Trips that support post-season athletic competition are to be paid from A-10 above.)~~~~
- ~~4. Students who qualify through competition or by election for national competition may request assistance to partially subsidize the transportation expense for the national event. Each request submitted by the coach/advisor through the principal will be reviewed individually by the Director of School Operations. (Funds will come from the designated account noted in A-10 above.)~~

~~C. Implementation Procedures~~

- ~~1. Advisors and/or coaches of all of the above mentioned categories shall submit travel plans/requests through the Activities Director for the principal's approval.~~
- ~~2. The principal will submit a transportation budget for the following year to the Director of School Operations and the Superintendent by April 15.~~
- ~~3. The transportation allocation for participation fee-paying groups may vary from school to school.~~
- ~~4. The transportation allocation for curricular, club, and performing group trips shall be an equal and fixed amount per school.~~

~~Adopted: 10-10-1978 ISD 709~~

~~Revised: 11-13-1979~~

~~04-11-1989~~

~~06-20-1995~~

~~09-16-2003 ISD 709~~

### ~~3175—ELEMENTARY SCHOOLS SPECIAL ACTIVITIES TRANSPORTATION~~

Each elementary school shall receive an equitable allocation each year to be used for the curricular (field trip) transportation needs of the school. The principal shall have the sole prerogative in determining how the allocation will be used, keeping in mind past uses of funds provided for curricular and co-curricular transportation.

The allocation for elementary curricular and co-curricular transportation shall operate as follows:

- ~~1. A specific number of trips will be allocated to each elementary classroom by August 1 preceding the school year to which this allocation applies.~~
- ~~2. These allocations will be determined by the Director of Operations in conjunction with the Director of Business and Finance and Supervisor of Transportation. Allocations to the elementary schools shall be based upon the availability of resources for these purposes and equity of the allocation among the schools.~~
- ~~3. The annual allocation of curricular (field) trips to an elementary school shall be the number of trips allocated per classroom for a given year times the number of classrooms in the school. This shall be the sum total of trips allocated a school for a given year.~~
- ~~4. Fund-raising, apart from the allocation, for the purpose of supplementing the school's curricular allocation shall not be permitted.~~
- ~~5. An evaluation of the allocation's use shall be carried on each year by the Director of School Operations.~~
- ~~6. A school shall charge all curricular and co-curricular transportation expenditures against its designated allocation. Expenditures shall not be charged to funds established for purposes other than curricular and co-curricular transportation.~~

Transportation for the following purposes will not be charged against the elementary school field trip allocation:

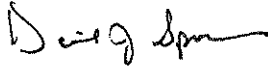
- ~~1. Special education field trips.~~
- ~~2. Trips designated as extra-curricular.~~
- ~~3. District wide events which are apart from the activities of an individual school.~~

Adopted: ~~11-13-1979 ISD 709~~

Revised: ~~06-20-1995 ISD 709~~

# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Dave Spooner 

**Date:** August 24, 2016

**Re:** Re-commissioning and Technical Services for Ordean East Middle School

Minnesota Power has offered to reimburse with Conservation Improvement Funds to the School District, the complete cost for all fee's related to re-commissioning of Ordean East Middle School, services provided by Hallberg Engineering, Inc.

Minnesota Power is reviewing our deliverables from the four previous re-commissioning projects recently completed by ICS Consulting, Inc., and Foster, Jacobs & Johnson, Inc. Minnesota Power intends to use the Hallberg Engineering deliverable, to compare to our current re-commissioning deliverables, and develop criteria for how they utilize Conservation Improvement Funds in the future to fund this type of work. The District would be responsible to fund the \$40,000.00 cost up front, but would then be reimbursed once the project is complete early spring 2017.

## Recommendation:

It is recommended that the Duluth School Board approve the contract with Hallberg Engineering Inc., to provide re-commissioning and technical services at Ordean East Middle School for a total not to exceed cost of \$40,000.00.

Attachment

## AGREEMENT

**THIS AGREEMENT**, made and entered into 25<sup>th</sup> day of August, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Hallberg Engineering, Inc., an independent consultant, hereinafter called Consultant.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 25, 2016, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** To provide re-commissioning and technical services at Ordean East Middle School, per Hallberg Engineering, Inc. Proposal dated June 10, 2016. This contract award amount is a not-to-exceed \$40,000.00. Total contract award amount to be determined through execution of this contract based upon rates as defined in the consultant's quote proposal.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Bids, Quotes, RFP's, Consultant's response, and Tabulation;
  3. Consultant Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*

Consultant must provide an executed criminal history consent form and a money order or check payable to ISD 709 in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Consultant is precluded from performance of contract until the results of the criminal background check(s) are on file.

5. **Reimbursement.** In consideration of the performance of Consultant of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Consultant for its services and expenses in performing said obligations up to a sum not to exceed \$40,000.00. Consultants are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Consultant;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

11. **Notices.** All notices to be given by Consultant to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David J Spooner, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Consultant shall be deemed to have been given by depositing the same in writing in the United States Mail to: Hallberg Engineering, Inc., 1750 Commerce Court, White Bear Lake, MN 55110.

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

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

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

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

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

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

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

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

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

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

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

20. **Workers' Compensation Insurance:** Consultant must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Consultant will require the subcontractor to provide Workers' Compensation insurance in

accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

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

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

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

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

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

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

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

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

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Consultant and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute.

Consultant shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

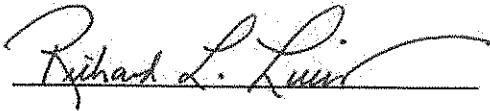
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

HALLBERG ENGINEERING, INC.

\_\_\_\_\_



Chair, Board of Education

By RICHARD LEE LUCIO

CEO

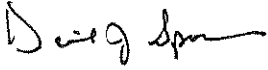
Title

41-1507881

Taxpayer Identification Number

# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Dave Spooner 

**Date:** August 24, 2016

**Re:** Re-commissioning and Technical Services for Ordean East Middle School

Minnesota Power has offered to reimburse with Conservation Improvement Funds to the School District, the complete cost for all fee's related to re-commissioning of Ordean East Middle School, services provided by Hallberg Engineering, Inc.

Minnesota Power is reviewing our deliverables from the four previous re-commissioning projects recently completed by ICS Consulting, Inc., and Foster, Jacobs & Johnson, Inc. Minnesota Power intends to use the Hallberg Engineering deliverable, to compare to our current re-commissioning deliverables, and develop criteria for how they utilize Conservation Improvement Funds in the future to fund this type of work. The District would be responsible to fund the \$40,000.00 cost up front, but would then be reimbursed once the project is complete early spring 2017.

## Recommendation:

It is recommended that the Duluth School Board approve the contract with Hallberg Engineering Inc., to provide re-commissioning and technical services at Ordean East Middle School for a total not to exceed cost of \$40,000.00.

Attachment



### Re-Commissioning Study – Power of One – Business Pilot Program Opportunity

Minnesota Power (MP) recognizes the importance of offering programs that help ensure customers get the most for their energy dollars and that encourage customers to invest in energy efficiency projects. Through its Conservation Improvement Program (“CIP”), MP offers incentives based on energy and or demand savings.

#### Pilot Program Description:

As an enhancement to the existing Business program and to promote ongoing investment in energy efficiency, MP is offering a pilot program opportunity for refunding \$40,000 of the cost of a Re-Commissioning Study at Ordean East Middle School, Duluth, MN providing ISD 709 (Customer) agrees to the following criteria:

- Study to include a list of associated energy savings to any changes made to the Buildings Equipment (example: set points) and implemented during the study.
- Study to include associated energy savings and simple payback to the full list of recommendations.
- Customer agrees to provide MP copies of this study as well as the 4 additional re-commissioning studies implemented by ISD 709.
- The Re-Commissioning Study is an agreement between ISD 709 and Hallberg Engineering. ISD 709 will invoice MP for the cost of the study upon completion and the above criteria is met.

The duration for this pilot will be for this study only. Any future renewal of this pilot would be contingent on the MP continuing this program. If you agree to these conditions, please sign and return this document.

I agree to the conditions defined for the Re-commissioning Study Reimbursement Pilot Program from MP. I understand that MP may request verification regarding the energy efficiency projects at any point during the course of this pilot.

**Customer Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Contact # \_\_\_\_\_

Email: \_\_\_\_\_

Company: \_\_\_\_\_

MP Account #: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

#### MP Use:

Acceptance of Application:                      Yes \_\_\_\_\_                      No \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
I Minnesota Power, by providing rebate incentives, does not warrant any of the equipment installed. Minnesota Power is not responsible or liable for any personal injury or property damage caused by this equipment. Rebate incentives are subject to the availability of Power of One – Business funds.



The ACT® Test

ACT District Testing Program  
License and Services Agreement

64  
**SPRING 2017**

Please return all pages, including Terms and Conditions and Exhibits

**SECTION A: District Details:**

District Name	DULUTH INDEPENDENT SCHOOL DISTRICT 709				
District Physical Address	215 N 1ST AVE E				
City	DULUTH	State	MN	Zip Code	55802-2058
Telephone		E-Mail	tawnyea.bolme-lake@isd709.org		
Person to Contact	Tawnyea Lake	Position	Director of Assessment and Evaluation		
Direct Telephone	(218) 336-8700 ext 1027				

**SECTION B: Services:** As set forth in Exhibit 1 (Description of Services) attached to this Agreement and incorporated by reference and relating to the following program: (please complete the following)

Test Option – please select only one		Spring 2017 District Testing - Test Dates – please select only one	
	ACT®		Tuesday, February 28, 2017 Makeup Test Date: Tuesday, March 21, 2017 Test Window (online): February 28–March 14, 2017 (weekdays only) Accommodations: February 28–March 14, 2017 (weekdays only)
X	ACT® taken with writing	X	Wednesday, April 19, 2017 Makeup Test Date: Wednesday, May 3, 2017 Test Window (online): April 19 – May 3, 2017 (weekdays only) Accommodations: April 19 – May 3, 2017 (weekdays only)
<b>Test Mode – please select only one</b> (If a test mode is not selected, ACT will assume “ACT taken on paper”)			ACT® taken online (Schools may test either online or on paper at the option of each school within the district)
		X	ACT® taken on paper (All schools within the district must test on paper – no online option for testing)
Estimated Number of Schools		7	
Estimated Number of Testers		600	

**SECTION C: Fees:** As set forth in Exhibit 2 (Fees) attached to this Agreement.

**SECTION D: Term:** The term of this Agreement shall be from 9/1/2016 through 8/31/2017.

**SECTION E: Terms and Conditions:** This Agreement is subject to the attached Terms and Conditions, which are incorporated by reference.

**SECTION F: Signatures:** By signing below, the parties’ authorized representatives hereby indicate their agreement to the terms and conditions of this Agreement.

**ACT, Inc.**

Signature: \_\_\_\_\_

Name: Jaime Moquin

Title: Senior Director, Sales Operations

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

**DULUTH INDEPENDENT SCHOOL DISTRICT  
709**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

For Office Use Only Purchase Agreement Number:  
Reference/Inquiry Number: 1744240

## TERMS AND CONDITIONS

ACT and the Customer agree as follows:

1. Definitions. As used in this Agreement, the following terms shall mean:
  - (i) "ACT" means ACT, Inc.
  - (ii) "Agreement" means this License and Services Agreement, including these TCs, and any exhibits thereto.
  - (iii) "Assessments and Services" means the licensed assessments and services described in Exhibit 1 to this Agreement.
  - (iv) "Customer" means the party named in Section A of this Agreement.
  - (v) "TCs" means these terms and conditions.
2. Term. The term of this Agreement shall be as set forth in Section D of this Agreement ("Term"), subject to earlier termination, as set forth in Paragraph 11 of these TCs.
3. License of Assessments and Services. Subject to this Agreement, ACT hereby grants to the Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right during the term of this Agreement to use the Assessments and Services. All Assessments and Services made available under this Agreement are licensed, not sold, by ACT to the Customer. Except to the extent expressly granted in this Agreement, no rights are granted by ACT under this Agreement.
4. Payment Terms. Customer agrees to pay ACT the amounts set forth in Exhibit 2 to this Agreement for the delivery of the Assessments and Services. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT, unless otherwise set forth in Exhibit 2. All invoices shall be sent to the Customer listed in Section A of this Agreement. Student fee waivers and vouchers are not accepted as a form of payment for the ACT District Testing program.
5. Ownership of Materials. ACT owns the Assessments, including all testing materials, documentation, related materials, and all intellectual property rights therein (collectively, the "ACT Materials"). Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. Customer may not sell or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments to authorized examinees and its personnel solely for testing and interpretation purposes.
6. Confidentiality. Customer agrees that neither it nor its employees shall at any time during or following the Term, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials for their intended purpose under this Agreement. Customer shall protect the ACT Materials in accordance with ACT's procedures and using a standard of care appropriate for secure test materials. All ACT Materials shall be and remain the property of ACT notwithstanding the subsequent termination of this Agreement. The ACT Materials shall, within ten (10) days of ACT's written request, be returned to ACT (including any copies thereof).
7. Testing Procedures. Customer agrees to administer the Assessments in accordance with all policies and procedures provided by ACT. Customer agrees that all ACT Materials will be returned to ACT, in accordance with the policies and procedures provided by ACT, for scoring and processing. Customer agrees to fully cooperate with ACT, and cause those individuals involved in the administration of or preparation for the Assessments ("Administration Staff") to fully cooperate with ACT in the event of a test security incident. Customer acknowledges that failure to maintain the confidentiality of the Assessments will result in damages to ACT and may require ACT to develop a replacement form. Accordingly if through the fault of Customer or Administration Staff, the security of an Assessment is compromised, Customer agrees to pay ACT the costs of developing a new form in addition to any other remedies under the law. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development.
8. Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's Privacy Policy, as amended from time to time.
9. Limitation on Damages. ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during the Term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.
10. Warranty and Limitations. **ACT WARRANTS THAT THE ASSESSMENTS HAVE BEEN DEVELOPED IN ACCORDANCE WITH AND THE SERVICES WILL BE PERFORMED IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SET FORTH IN THIS SECTION, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.**
11. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 5, 6, 8, 9, 10 and 11 of these TCs shall survive.
12. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.
13. Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party upon notice to the other.
14. Assignment; Subcontracts. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer hereto of its obligations prior to the assignment.
15. Entire Agreement. This Agreement (including all exhibits to this Agreement and terms and conditions referenced herein) constitutes the entire agreement between the parties with respect to the subject matter hereunder and supersedes all other prior agreements and understandings, both written and oral. The terms and

conditions contained in this Agreement are the only conditions applying to the delivery of the Assessments and Services. ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. Certain Assessments and Services may be subject to additional or different terms and conditions, which are set forth in separate license agreements. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties. 66

16. **Notices.** Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: CFO, Fax: 319-341-2760. All notices shall be sent to Customer at the address set forth in Section A of this Agreement.

17. **Authorization.** Each party represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is (are) authorized to do so.

#### **Supplemental Terms and Conditions for ACT® Test Taken Online**

The following additional Terms and Conditions relate solely to the ACT® test taken online:

a. **Grant and Scope of License.** Subject to the terms and conditions of this Agreement, ACT hereby grants to the Customer and applicable Authorized Customer Locations, a non-exclusive and non-transferable right during the Term of this Agreement to (a) access the Online Assessment System for the purpose of assessing Examinees, (b) administer the Assessments to Examinees at established test centers, and (c) use the ACT Materials in connection with the authorized administration of the Assessments.

b. **Restrictions.** Except as expressly permitted in this Supplement or otherwise permitted in the Agreement, Customer may not (a) use the ACT Materials for any other purpose, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT online test and Services or the ACT Materials in whole or in part, (c) authorize or allow a third party to use the ACT online test and Services or ACT Materials, (d) copy, or allow anyone else to copy, in whole or in part, the ACT Materials, (e) modify, reverse engineer, decompile, or disassemble the ACT online system or Materials, or (f) store the ACT Materials at any location other than the location(s) provided by Customer in its required Organizational File submitted to ACT.

c. **Maintenance.** ACT has established recurring maintenance windows during which ACT may take down servers and conduct routine maintenance checks. ACT publishes the times of the maintenance windows periodically. ACT also reserves the right to provide unscheduled maintenance periodically. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

d. **Updates and Modifications.** The online assessment system may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed. ACT reserves the right to charge a fee for the new functionalities available through the online assessment system that are accepted by Customer in writing. To the extent that such modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the updated online assessments within the time frame set forth in a written (or electronic) notice from ACT detailing the time frame of such modification or update and the revised computer configuration requirements.

e. **U.S. Government Licensees.** The ACT taken online is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire The ACT online system with only those rights set forth herein.

f. **Computer Requirements.** Customer acknowledges and agrees that the computer configuration requirements located at <http://www.act.org/aap/pdf/TechnicalRequirements.pdf> are required to properly access and use the ACT online system and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.

**Exhibit 1**  
**Description of Services**  
**The ACT District Testing Program (Spring 2017)**  
**The ACT®**  
**2016-2017 School Year**

**Scope Summary**

This Description of Services (DOS) describes the testing services ACT will provide for the Spring 2017 ACT District Testing program in delivering the following assessments:

1. The ACT test, paper
2. The ACT taken online

**Assessment Description**

Test	Grade	Description	Assessments	Number of Questions	Approx Time
The ACT or the ACT with writing  – paper or online version	11 <sup>th</sup> and/or 12 <sup>th</sup> graders	The ACT test is a curriculum- and standards-based educational and career planning tool that assesses students' academic readiness for college. Includes an Interest Inventory that provides valuable information for career and educational planning, and a Student Profile Section that provides a comprehensive profile of a examinee's work in high school and his/her future plans.	English Mathematics Reading Science  Writing (Optional)	75 items 60 items 40 items 40 items  1 Prompt	45 min. 60 min. 35 min. 35 min.  40 min.

For instructions on administering the ACT test, testing staff must refer to the Test Administration Manual and other manuals provided for each assessment.

**Test Window**

If testing with the paper format, all participating schools in the district must test the entire battery of subject tests on initial test date or the corresponding makeup test date. If testing with the online format, schools have a window to test examinees. Examinees must take their entire battery of subject tests in the online format within the same day. If testing examinees with accommodations, schools have a window to test examinees.

Please consider that schools must allow approximately four to five hours of continual testing time for The ACT in a single test day devoted to administering the test.

A District may choose either Early Spring or Late Spring Test dates below:

<b>Spring 2017 Test Dates</b>	
<b>Early Spring</b>	<b>Testing Dates</b>
ACT Paper Initial	February 28 (Tues)
ACT Paper Makeup	March 21 (Tues)
ACT Online & Accommodations Testing Window	February 28 – March 14 (weekdays only)
<b>Late Spring</b>	
ACT Paper Initial	April 19 (Wed)
ACT Paper Makeup	May 3 (Wed)
ACT Online & Accommodations Testing Window	April 19 – May 3 (weekdays only)

## Assessment Program Roles

The district and schools must accommodate ACT’s testing schedule for the ACT District Testing program. In order to meet these needs, the initial district contact will assign a district test coordinator, as well as a school test coordinator. These roles are in addition to the test support personnel as referenced in the ACT’s Administration Manual(s).

In some cases, it may be appropriate to assign one individual to both roles listed below. However, it is important to note that each role will have specific duties detailed in this Agreement. Below are key testing responsibilities. For a complete list of duties and activities, please refer to the Milestone Schedule section for details.

<b>Key Responsibilities</b>	
<b>District Test Coordinator</b>	<b>School Test Coordinator</b>
Communicate to district’s schools the test option decisions made within the district. (Test dates, test mode, writing or no writing)	Complete site participation for their school.
Supply or verify organization information.  This is required. The district will define what schools within the district are eligible to participate as well as who the contact will be at each eligible school for the duration of the testing window.	Plan for test administration at their site (or offsite as appropriate). Select and train room supervisors and proctors. Participate and conduct test administration training.  If school is testing online, responsible for completing ACT site readiness activities.
Complete and submit Student Data Upload (SDU) file(s) or assign task to school(s) and verify completion.  This is a mandatory file, used to pre-identify students whom are eligible to test within the district at the participating schools. The file must be provided on or before the stated deadline according to ACT's data file layout specifications.	Apply for ACT-approved accommodations using the Test Accessibility and Accommodation (TAA) system, ensure that all examinees are submitted through the SDU file, order non-college reportable accommodations materials, and order make-up test materials (if applicable).
Monitor all emails from ACT in order to be informed of important testing details associated with the district or schools.	Receive, check-in, and securely store all testing material. Organize and return all material to ACT for processing and scoring.
Monitor schools’ progress in meeting ACT site requirements.	Ensure eligible examinees participate in the available weekday test administrations.
Participate in conference calls offered by ACT.	Administer all components of the ACT; including the pre-test session, the initial test, and the makeup test (if applicable).

## Project Milestone Schedule –Spring 2017 Testing

ACT deliverable dates are contingent upon district and schools completing activities, described herein without delay. A delay in key input files such as providing organization information or submitting the Student Data Upload file may cause risk to a successful testing experience for all sites. Failure to provide information by required deadlines may also result in your district not participating. Please refer to other sections within this document for further details on each task.

Milestone/Activity	Early Spring	Late Spring
<b>Site Participation and Preparation</b>		
District test coordinator sends organization information to ACT (new district participants) by deadline	September 9, 2016	November 4, 2016
District test coordinator verifies organization information (returning district participants) by deadline	November 30, 2016	November 30, 2016
District test coordinator can add eligible schools to testing program by deadline	December 16, 2016	January 20, 2017
District test coordinator can submit changes to ACT regarding test options. (i.e.: writing vs. no writing) by deadline (if applicable)	December 16, 2016	January 20, 2017
School test coordinator begins submitting accommodations requests.	November 2016	November 2016
School test coordinator indicates test mode (i.e. online or paper) if applicable	Begins January 2017	Begins January 2017
<b>Student Data Upload File</b>		
ACT provides Student Data Upload File Layout to district test coordinator.	November 2016	November 2016
District or school test coordinator submits initial mandatory Student Data Upload File by deadline.	January 2017	March 2017
<b>Training</b>		
Accommodations Webcasts Available	November 2016	November 2016
Accommodations – Q & A session	December 2016	December 2016
Test Administration Training Webcast Available	January 2017	January 2017
Test Admin. Q & A sessions	February 2017	March 2017

<b>Preparing for Initial Test Date</b>		
	Early Spring	Late Spring
Schools complete The ACT (online test) Site Readiness	November 2016 - February 2017	November 2016 – April 2017
Schools order materials and confirm number of examines expected to test	January 2017	March 2017
Schools complete request for the ACT-approved accommodations	January 20, 2017	March 10, 2017
Schools complete an Edit for Reconsideration	January 27, 2017	March 17, 2017
School submit ACT-Approved Exceptions (New to school, medical, etc.)	February 24, 2016	April 14, 2017
Materials arrive in schools for early shipment	Week of February 6, 2017	Week of March 27, 2017
Materials arrive in schools	Week of February 13, 2017	Week of April 3, 2017
Initial Test Date for the ACT paper	February 28, 2017	April 19, 2017
Pickup for ACT initial	March 1, 2017	April 20, 2017
Test window for ACT accommodated and online testing	February 28-March 14, 2017	April 19 – May 3, 2017
Pickup for ACT accommodations and online materials	March 15, 2017	May 4, 2017

<b>Preparing for Makeup Test Date</b>		
	<b>Early Spring</b>	<b>Late Spring</b>
Schools order materials based upon number expected to test	March 2017	April 2017
Make-up materials arrive in schools	Week of March 13, 2017	Week of April 24, 2017
Make-up Test Date for the ACT paper	March 21, 2017	May 3, 2017
Pickup for makeup ACT materials	March 22, 2017	May 4, 2017

Note on Make-Up Accommodations Test Windows: ACT offers a two weeks test window for students testing with accommodations in light of the fact that some students must test over multiple days. Therefore, a make-up test is frequently not necessary. In special cases, ACT may provide additional ACT-Approved Accommodations testing materials in the few cases where self-reported mis-administrations and long-term illnesses/absences do occur during this initial accommodations test window (and may be subject to the time of receipt of request). ACT must be contacted and consulted to be eligible for this make-up accommodation event and the event must be based on these issues above.

## **Customer Service**

### District Contract Oversight:

ACT will name a designated Account Manager who will serve as a contact for general contract questions relating to the ACT District Testing program.

### School Customer Service:

ACT will provide the District Testing program a toll-free number and email contact for use in preparation and administering of the ACT (paper and online) assessments.

- Monday – Friday from 7:00 a.m. to 5:00 p.m. Central Time (except ACT holidays)
- Peak testing periods –
  - General and Technical Questions: 6:00 a.m. to 6:00 p.m. Central Time.
  - Accommodations: 7:00 a.m. to 5:00 p.m. Central Time, during the two week accommodations window.

## **Communications**

ACT relies on the district to communicate the district’s own policy regarding participation in this testing program to the participating locations or schools.

ACT will communicate directly with district and school designated testing staff regarding upcoming activities and deadlines related to the assessment. It is imperative that designated test coordinators assure receipt and follow instructions as communicated via email.

ACT will provide an ACT District Testing program webpage specifically for the contracted testing window to assist district and school test coordinators to access administration training and manuals applicable for specified testing experience.

## Training Available

### Training for ACT (Paper and Online)

The district and its school(s) must remain in strict compliance with ACT administration policies and procedures that are required to ensure a standardized testing environment and test security for all ACT assessments described in this DOS. ACT will provide the designated testing coordinator with information on training sessions available. Test coordinators must inform other key personnel. Training documents are considered proprietary material and must not be forwarded or shared publicly without ACT's permission.

ACT offers the following types of training:

- Test administration modules made available online (for paper and online testing) for standard and accommodated testing. Audiences may include district and school test coordinators, room supervisors and proctors as identified in communications and manuals.
- For the ACT online test, there is additional training for technical coordinators (proctor training is not applicable).
- Question and Answer sessions for test coordinators and proctors.

### Product Support Materials

ACT offers support materials for counselors and educators to make the best use of the ACT assessment suite. Technical manuals, information briefs, research reports, as well as test preparation tools are made available online. There are additional professional development opportunities made available for free and for purchase for districts and schools.

## Site Participation and Preparation

The following activities are required to prepare eligible sites for testing.

- Data File Exchange Secure Site: A secure site will be provided by ACT for secure exchange of data files and other information such as organization unit data file and examinee data files.
- Organization File: New districts will define eligible testing sites/schools and provide the list and contact information to ACT in ACT's designated file format for organization units. Existing districts will verify organization information. All sites/schools (including alternative schools) must have active ACT codes prior to being established as test sites. This is in addition to any local, or district-assigned school code. ACT will utilize the organization information as the contact information to communicate with schools and/or districts.
- Contacts: The designated test coordinator must fulfill duties necessary to ensure a successful and standardized testing experience. If the school is administering the online format, a technical coordinator must be appointed. Appointed testing staff must meet all of ACT's guidelines for serving in the appointed role. All test staff must participate in Test Administrator trainings. The District will assist ACT with confirming designated testing staff at all participating locations as needed.
- Site Participation: Schools will confirm the schools' intention to participate, confirm contact information, and verify examinee information, and materials orders via ACT's online portal.

*It is mandatory that all schools that will administer ACT assessments must agree to remain in strict compliance with ACT administration policies, procedures and timelines that are required to ensure a standardized testing environment and test security for all ACT assessments described in this DOS.*

- Technical Readiness: For the ACT online, ACT has a Technical Site Readiness process led by an assigned technical coordinator. Schools must comply with requirements in order to assure proper readiness of systems and software for a successful test. For a successful online testing experience,

## Examinee Demographic - Student Data Upload File

The required Student Data Upload (SDU) file, formerly known as the Pre-ID file, is used to provide demographic information for eligible examinees within the district at participating schools. This information will be used to incorporate examinees records into testing systems, produce individual barcode labels, and register examinees for testing. The submission of the file can be completed at either the district or school level. The district test coordinator is responsible for ensuring the submission of file(s) in the mandatory ACT-prescribed format containing records for all examinees taking the test no later than the date specified in the milestone section. ACT’s ability to generate barcode labels is contingent upon the timely submission of a SDU file that must comply with ACT specifications.

Examinees will be asked to provide additional demographic information as stated in the administration manual(s). For testing in the paper format, examinees without barcode labels will have to provide the ACT assigned unique examinee ID number (student code) on the answer document in addition to the other demographic information.

*It is mandatory that all eligible examinees are included in the student data upload file(s).*

## Test Materials

The following are the list of key materials provided to test coordinators, which are generally categorized as “non-secure” and “secure”. Secure materials have a high level of security measures required to maintain strict chain of custody rules.

### Non-secure paper materials

Non-secure materials are documents provided to give instruction on how the test should be administered and materials handled. Many documents are posted online as well as provided in paper form to test coordinators. Materials related to the ACT taken online will only be shipped to schools that are participating in the online format.

Name/Type	Test Mode	Notes
The ACT State Testing Answer Documents for Paper Testing	Paper	Used for all examinees to be tested. One document for the ACT. Answer documents contain all ACT subjects.
Administration Manual for State and District Testing The ACT – Standard Testing	Paper and Online	ACT will calculate based on the school’s enrollment numbers.
Administration Manual for State and District Testing The ACT – Special Testing	Paper and Online	The Special Testing manual addresses requirements for testing with accommodations.
<i>Taking the ACT for State Testing</i>	Paper and Online	Used for all examinees during the pre-test session.
Barcode Labels for the ACT for paper testing	Paper	Printed from data provided in Student Data Upload file
Administration Manual for State and District Testing The ACT taken Online	Online	ACT will calculate based on the school’s enrollment numbers. There are separate manuals for the ACT taken online.
Pre-Test Instructions for The ACT	Online	ACT will calculate based on the school’s enrollment numbers.

## Secure materials

These are the materials to support examinees testing in a paper format and are considered highly secure and should be handled with extra care. Test booklets are serialized with barcode numbers assigned. For the ACT, they are tracked by school, and therefore, cannot be exchanged between schools.

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For the ACT, test booklets are sealed with all four multiple choice assessments included in one booklet. Writing prompts are provided separately as appropriate.

Name/Type	Other
Secure test booklets for the standard time Initial Test Date The ACT	Includes all required administration forms and instructions for returning materials at the conclusion of testing.  ACT will calculate and provide an overage based on the school's enrollment numbers.
Secure test booklets for the standard time Makeup Test Date The ACT	Includes all required administration forms and instructions for returning materials at the conclusion of testing.  ACT will calculate and provide an overage based on school's makeup order.
Secure materials for accommodated testing The ACT	Includes test booklets, all required administration forms, accommodation options, and instructions for returning materials at the conclusion of testing.  Accommodation options include Braille, large print, audio DVDs, reader's script, etc.

## **Test Accommodations for the ACT**

ACT supports the following two models of accommodations on the ACT, when it is administered as part of district-wide assessment:

### 1. ACT-Approved Accommodations

ACT-approved accommodations result in ACT scores that are reportable to colleges, scholarship agencies, and other entities *in addition to* being used for State and District Testing purposes. Individual examinee requests must be submitted and reviewed by ACT staff, and if appropriate, by disability consultants. Examples of accommodations that may be requested for a paper or online administration include, but are not limited to, extended time, alternate test formats, stop-the-clock breaks, and authorization to test over multiple days, as applicable. Further details can be found on the "Services for Examinees with Disabilities" website and within the *ACT Policy for Documentation* - <http://www.actstudent.org/regist/disab/>.

### ACT Review of Requests for Accommodations on the ACT

The school's appointed test coordinator will coordinate submitting individual requests for test accommodations to ACT via the online Test Accessibility and Accommodations System (TAA). ACT will review requests for ACT-approved accommodations on an individualized basis consistent with the Americans with Disabilities Act (ADA). Approval is contingent on submission of all required documentation by the stipulated deadline and review by ACT.

It is possible for ACT to approve an accommodation for one examinee, while the same accommodation may be denied for a different examinee. ACT has sole authority to decide whether an application for ACT-approved accommodations will be approved or denied. The District should refer all inquiries regarding ACT's accommodations decisions received from schools to ACT for response. ACT-approved accommodations are specific to the ACT.

## 2. Non-College Reportable Accommodations

Non-college reportable accommodations are available in paper format for examinees who do not meet ACT-approved accommodations eligibility requirements (e.g., English language learners with no disabilities) or whose requested accommodations are denied by ACT. Non-college reportable accommodations do not require ACT review or approval. These accommodations result in scores used only for District Testing program purposes. The results earned are not college reportable.

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### **Ordering Paper Materials**

ACT will coordinate directly with school test coordinators to facilitate the test materials ordering process. The school test coordinator will submit requests online for test materials. For the ACT-approved accommodations, the request will follow the strict approval process as designated by ACT's policy for consistent testing.

After the initial test date, schools must place orders for the second (makeup) test date by established deadlines to allow for sufficient time to package and ship materials for the make-up test date.

### **Shipments and Return of Paper Materials**

According to the orders received, ACT will apply applicable overages and distribute test materials, barcode labels, answer documents, and supporting program materials to schools' sites. ACT will provide each school site with pre-paid shipping labels for return of completed answer documents and secure test materials for the ACT. Upon completion of testing, school staff must follow instructions to package, ship, and return materials to ACT by the deadline.

The ACT materials must be packaged in compliance with instructions provided by ACT. The school test coordinator will then ensure that completed answer documents arrive at ACT by the deadline for standard answer document processing. Please note that answer documents that do not arrive at ACT by the stated cut-off deadline will not be scored.

Secure test materials will be received for scanning and missing materials will tracked as appropriate per ACT policy.

### **Test Administration**

Schools are required to conduct ACT District Testing, including onsite maintenance of chain of custody of secure materials, in compliance with ACT's test administration policies and procedures as documented in this Agreement, the Administration Manuals and the training materials.

At ACT's discretion, unannounced observers from ACT may visit testing sites on the designated test dates. Any non-ACT observers must comply with requirements as outlined in the Administration Manual.

#### Non-Cognitive information

Examinees will be asked to provide basic identifying information as part of ACT testing.

Examinees will also have the opportunity to provide non-cognitive information by completing a Career Interest Inventory and Student Profile Section as well as indicating colleges they'd like their scores to be sent. This information must be collected outside of the standard testing schedule.

## ACT Reporting

ACT will scan, score, and report on the examinee answer documents received within the deadlines outlined in this Agreement. ACT will distribute examinee reports and aggregate score data as specified below.

### The ACT

Reports for the ACT will include a set of standard reports that are distributed at the examinee and high school levels. The standard turnaround times only apply to batches of answer documents returned to ACT according to the procedures outlined in the administration manual. Batches requiring additional ACT investigation may not ship within the timeframes below. The following is a list of reports, distribution and delivery information.

<b>THE ACT STANDARD REPORTS</b>			
<b>Report</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery By Date</b>
<b>Student Shipments</b>			
ACT Student Report	Printed paper report containing college reportable scores which includes interpretative guidelines for the student.	One (1) paper copy mailed to the examinees at the address provided in non-cognitive pre-test session	3-8 weeks following receipt of examinee test responses
<b>Scores Online – Student Accounts</b>			
ACT Student Online Scores	Web page containing college reportable scores.	Examinee logs on to <a href="http://www.actstudent.org">www.actstudent.org</a> to access a variety of services through his/her ACT web account. If an examinee needs to create a new account, the examinee must enter the ACT ID from the printed score report to view the scores.	Scores will be available online about one week after the examinee receives the printed score report in the mail.
<b>School Shipment</b>			
ACT High School Check List Report	List of examinees for whom paper reports and score labels are included in the shipment of college reportable score reports.	One (1) paper copy mailed to Director of Counseling, reflecting the order in which a group of reports is shipped, alphabetically within grade in school.  Checklists are not cumulative.	3-8 weeks following receipt of examinee test responses from each school.
ACT High School Report (student level score data)	Printed paper report containing college reportable scores.	One (1) paper copy mailed to the Director of Counseling in batches until all reports are delivered.	3-8 weeks following receipt of examinee test responses from each school.

<b>THE ACT STANDARD REPORTS</b>			
<b>Report</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery By Date</b>
ACT Student Score Labels	Printed label for college reportable scores.	Two (2) printed labels per examinee sent to the Director of Counseling; used to place college reportable test results on an examinee's high school transcript/permanent record.	3-8 weeks following receipt of examinee test responses from each school.
<b>College Shipments</b>			
ACT Student College Report(s)	College reportable scores are reported to the colleges selected by the examinees' (up to 4).	Colleges determine frequency and format of receiving scores (e.g., paper, CD, internet).	3-8 weeks following receipt of examinee test responses from each school.

<b>THE ACT ADDITIONAL SCHOOL LEVEL DELIVERABLES</b>			
<b>Deliverable</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery Date</b>
ACT Non-College Reportable Score Notification Letter (if applicable)	Printed letters containing scores achieved using ACT non-college reportable score accommodations.  NOTE: These are not college reportable scores.	Two (2) printed copies per examinee mailed to the test coordinator. One copy is provided for distribution to the examinee and one copy for the High School's records.	Early Spring: No later than June 16, 2017.  Late Spring: No later than July 28, 2017.

<b>THE ACT ADDITIONAL DISTRICT LEVEL DELIVERABLES</b>			
<b>Deliverable</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery Date</b>
ACT Profile Report – High School	An aggregate report that provides trends and averages of the High School based on the district-tested examinee population.  NOTE: This includes examinees who tested with ACT non-college reportable accommodations.	One (1) PDF for each High School via electronic delivery provided to the district assessment coordinator.  (Separate reports for 11 <sup>th</sup> and 12 <sup>th</sup> grade)	Early Spring: No later than June 16, 2017.  Late Spring: No later than July 28, 2017.
ACT Profile Report – District	An aggregate report that provides trends and averages of the district based on the district-tested examinee population.  NOTE: This includes examinees who tested with	One (1) PDF via electronic delivery provided to the district assessment coordinator.  (Separate reports for 11 <sup>th</sup> and 12 <sup>th</sup> grade)	Early Spring: No later than June 16, 2017.  Late Spring: No later than July 28, 2017.

<b>THE ACT ADDITIONAL DISTRICT LEVEL DELIVERABLES</b>			
<b>Deliverable</b>	<b>Description</b>	<b>Distribution</b>	<b>Delivery Date</b>
	ACT non-college reportable accommodations.		
ACT Student Level Data File – District	A student data file that includes all scores for all examinees for whom ACT processed answer responses.  NOTE: This includes examinees who tested with ACT non-college reportable accommodations.	One (1) file via electronic delivery provided to the district assessment coordinator.	Early Spring: No later than June 16, 2017.  Late Spring: No later than July 28, 2017.

### Reporting Specification for the ACT

- If a school does not have an ACT reportable high school code, or the high school code is gridded incorrectly, the examinee will receive his or her score report, but ACT will not report the examinee score to the school and the examinee results will not be included in the ACT Profile Report.
- Aggregate reports are only generated if one or more examinees were tested.
- If an examinee from an alternative school tests at a different school, the alternative high school code must be manually gridded on the examinee answer document in order for the examinee score to be reported to the alternative school. If the high school code field is left blank on the alternative examinee's answer document, ACT will report the examinee's score to the school where the examinee tested. To ensure that the alternative examinee scores are reported to the alternative school only (and not the testing school), all alternative schools should have an ACT high school code and the code must be manually gridded on the examinee answer document.
- Only schools affiliated with a district in the Organization File will be reflected in the district aggregate reports.
- Answer documents subject to ACT's Late Processing Guidelines will not be scored. Therefore, these records will not be included within examinee-level or aggregate reporting.

### **Billing Information**

Billing is determined by the number of answer documents processed or online assessments launched for the ACT regardless if a college reportable score is earned. Student fee waivers and vouchers are not accepted as a form of payment for the ACT District Testing program.

Invoices for the Early Spring 2017 test date (February 28, 2017) will be sent no later than June 16, 2017.

Invoices for the Late Spring 2017 test date (April 19, 2017) will be sent no later than July 28, 2017.

**Exhibit 2**  
**Fees**  
**The ACT District Testing Program (Spring 2017)**  
**The ACT<sup>®</sup>**  
**2016-2017 School Year**

Assessment	Per Unit Fees
The ACT (taken online or on paper)	\$42.50
The ACT taken with writing (taken online or on paper)	\$58.50

# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Kerry M. Leider



**Date:** September 31, 2016

**Re:** Quote #4238 – HOCHS Gym Ceiling - Abatement - MAVO, Inc. - Change Order #1

Quote #4238 – HOCHS Gym Ceiling - Abatement - MAVO, Inc. was approved at the School Board Meeting on May24, 2016 with a base bid of \$74,850.00. There was included in the Bid an add alternate to remove approximately 5,600 square feet of duct insulation for the added cost of \$68,150.00. The alternate was not awarded in May and was planned for a future larger scale mechanical systems abatement project.

However, during construction it was determine approximately 750 square feet of the duct insulation must be removed to allow for the connection of new ductwork and new gym ventilation diffusers to be connected to the existing ductwork that had asbestos containing material covering them. The authorization to proceed with the removal of the 750 sq.ft of asbestos containing duct insulation was given by me in July to allow for the work to proceed on schedule and while asbestos containment enclosures were in place.

Change Order #1 to this bid is added cost for the removal of the 750 sq. ft. of asbestos containing duct insulation resulting in a increase of \$9,000.00.

**Recommendation:**

It is recommended the School Board approve the change order as listed above increasing \$9,000.00 from the previously awarded base bid for a new contract total of \$83,850.00.

Attachment

## CHANGE ORDER

DATE: July 1, 2016 CHANGE ORDER NUMBER: 1  
 PROJECT: HOCHS Gym Ceiling - Abatement Quote NUMBER: 4238  
 CONTRACTOR: MAVO Systems Inc. CONTRACT DATE: May 17, 2016  
                   2385 Becks Road  
                   Duluth, MN 55810  
                   Attn: John Kraskey

### Description of Change:

Removal of approximately 750 square feet of asbestos containing duct insulation to facilitate connection of new mechanical ventilation ductwork to existing duct and new gym ventilation diffusers. Removal price based on \$12.16/sqft price provided ADD/Alternate Quote Item No. 1 at time of bidding.

- 1.) Remove and properly dispose of approximately 750 Sqft of ACBM duct insulation.  
 2.) Unit Price \$12.16/sqft Duct Insulation Removal.

Add \$9,000

**TOTAL CHANGE ORDER: \$9,000.00**

Original Contract Sum	\$74,850.00
Amount of Change Order	\$9,000.00
New Contract Sum	\$83,850.00

### Contractor

MAVO Systems, Inc.  
 2385 Becks Road  
 Duluth, Minnesota 55810

By  \_\_\_\_\_

Date 8/5/14 \_\_\_\_\_

### Owner

Independent School District No. 709  
 215 North 1st Avenue East  
 Duluth, Minnesota 55802

By \_\_\_\_\_

Date \_\_\_\_\_



**RESOLUTION**  
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 20, 2016 at 6:30 PM the Board Room of the Historic Old Central High School, and will receive input from the public on the proposed certified levy for 2016 payable in 2017.

THEREFORE BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2016 payable 2017 at the maximum amount.

## RESOLUTION

### Authorizing the Purchase of Real Property Located at 3215 Elm Street

WHEREAS, the Housing and Redevelopment Authority of Duluth (HRA) in 2013 acquired real property located at 3215 Elm Street, Duluth Mn, described at Lot 24 and 25 Block 2 Centerdale Addition to Duluth; and

WHEREAS, the HRA has determined the best use of the property is by the ISD 709 for school purposes and has offered to sell the property to ISD709 for One Dollar (\$1.00) plus recording and legal cost estimated not to exceed One Thousand Dollars (\$1,000.00); and

WHEREAS, The Duluth City Council has approved resolution 16-0593R AMENDING RESOLUTION NO. 16-0245R, WHICH AMENDED RESOLUTION NO. 16-0152, WHICH AMENDED RESOLUTION NO. 16-0055, CONFIRMING DEMOLITION ASSESSMENT ROLL TO DELETE A THIRD PROPERTY REDUCING THE AMOUNT ASSESSED, and relating to the subject property resulting in the total cost for acquiring this property by ISD709 at approximately \$1,001.00

NOW, THEREFORE, BE IT RESOLVED the School Board hereby authorizes the purchase of real property located at 3215 Elm Street, Duluth Mn, described at Lot 24 and 25 Block 2 Centerdale Addition to Duluth, in the City of Duluth, in St. Louis County, and;

BE IT FURTHER RESOLVED that the School Board authorizes the School Board Chair to execute a purchase agreement and all other documents required for closing this purchase transaction.

### Expenditure Contracts Signed – August 2016

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

#### **Expenditure Contracts**

<b>Name</b>	<b>Amount</b>	<b>Source</b>	<b>Description</b>
Frontline	\$836.00	Asst. Supt.	Annual subscription – Focus for Observers
Dan Glisczinski	\$500.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
Mary Lou Tarvers	\$5,000.00	Curriculum	Create and coordinate new teacher mentor program
Brent Wetzel	\$250.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
LSS Together for Youth	\$500.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
Hartl Pearson Consulting	\$1,750.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
PACER	\$175.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
Lisa Rigoni	\$300.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
Gerry Nierengarten	\$500.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
Segue Consulting	\$4,070.00	Curriculum	Plan, prep and present 2 day workshop to regional music teachers
Safety First	\$4,333.00	Facilities	Playground surfacing work at Congdon
Developmental Designs	\$9,750.00	Federal Programs	Consultation and training for Holy Rosary School
Jennifer Abrams	\$4,000.00	Federal Programs	Present full day workshop at Marshall School for faculty and administration
Digiterp Communications	\$500.00	Human Resources	Interpreter services for Staff Development Day on 8/30/16
Phyllis Hauck	\$10,000.00	Special Services	Vision services as needed by district
Manpower	\$22,700.00	Technology	Computer support temp employee



Professional Growth Customer Agreement

1400 Atwater Drive Malvern, PA 19355

CD8985  
08/03/2016

P: 610-722-9745 | F: 888-492-0337

Customer:

Duluth School District 709  
215 N 1St Ave E  
Duluth MN 55802

Agreement Details:

**Pricing Expiration:** 11/01/2016  
**Account Manager:** Timothy Jarotkiewicz

**Contact:** Amy Starzecki  
**Title:** Assistant Superintendent  
**Phone:** (218) 476-2285  
**Email:** [Amy.Starzecki@isd709.Org](mailto:Amy.Starzecki@isd709.Org)

**Initial Term:** 2016-2017  
**Startup Cost Billing Terms:** One-Time, Invoiced after signing  
**Subscription Start Date:** Upon Signing days after signed date  
**Subscription Billing Terms:** Annually  
**Cancellation Terms:** 30 Days Written Notice

Pricing Overview:

**Startup Cost: One-Time cost due at signing** \$40.00  
**Annual Subscription: Recurring Cost** \$796.00

Itemized Description	Unit Price	Qty	Total
Focus for Observers - Annual Subscription - Calibration	\$199.00	4	\$796.00
Activation Fee	\$40.00	1	\$40.00

**Amount Due at Signing (Startup Cost) \$40.00**

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies Group, LLC. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: Duluth School District 709

Frontline Technologies Group, LLC

Name: *Bill Hanson*

Name:

Signature: *W.C. Hanson*

Signature:

Title: *CFD*

Title:

Date: *8/4/16*

Date:

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:



1400 Atwater Drive Malvern, PA 19355

# Professional Growth Customer Agreement

CD8940

08/03/2016

P: 610-722-9745 | F: 888-492-0337

## ADDITIONAL TERMS:

1. Subscription. Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's Professional Growth Software(s) ("Software") by Customer and those users Customer registers on the Software as "Designated Users."
2. Term. The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term, or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. Payment.
  1. The Startup Cost set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement, but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
  2. The Annual Subscription, set forth on the first page of this Agreement, will be invoiced to Customer by Frontline based on the Customer Sign Date plus the number of days stated in the Subscription Start Date, set forth on the first page of this Agreement. Frontline will render a detailed invoice, showing the Annual Subscription item unit price multiplied by the quantity, as set forth on the first page of this agreement, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item of this Agreement are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
  3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
  4. Frontline reserves the right to increase any of the fees after the initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
  5. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Agreement and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.
4. Software Assistance. Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of the Software, and (b) ongoing email assistance and emergency telephone assistance regarding the use of the Software during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday with a four(4) hour response time; but: (i) emergency telephone assistance rendered by Frontline shall only be to Customer's Software Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Software.
5. Software Operation. Customer acknowledges and agrees that it must properly enter data, information and configure settings within the Software in order for the Software to operate properly. Customer shall be responsible to verify the accuracy of any of the Customer's data, forms, workflow and configuration settings entered on the Software. Frontline does not accept any liability, arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from web-based SaaS products procured under this Agreement.
6. Software Administrator. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly, at its expense, have a new employee obtain Frontline Software administrator certification and be designated as a Software Administrator.
7. Subscription Restrictions.
  1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
  2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Users or the Software Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of the Software by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
  3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
  4. Information regarding Customer's users acquired by Frontline shall be confidential. Aggregated data not relating to individual users of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
8. Integration. In the event Customer integrates the Software and a third-party product or service, whether with or without Frontline's assistance, Customer understands and agrees: (a) that Frontline is authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data, as required to accomplish the integration services; and (b) Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
9. Ownership of Customer Content. Customer represents and warrants that it is the owner of the content it has selected for use in connection with the Software, or has obtained permission for such use from the owner of the content, including but not limited to, evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including but not limited to parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.
10. Third Party Products. Customer may elect to use ETS Classroom Video Library ("ETS"). ETS may contain links or other access to other third party products or services. Customer's use of any third party's products and/or services is at Customer's own risk, and subject to the ETS Terms of Use found on their website at: <http://www.etsvideo.mylearningplan.com/terms.html#/>. In the event of a conflict between this Agreement and any ETS agreement or the ETS Terms of Use, this Agreement governs.
11. Indemnity. Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all claims, expenses, and losses arising from or related to use of content Customer has selected for use in connection with the Software.
12. Limitation of Liability.
  1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
  2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
13. Termination.
  1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
  2. Frontline may terminate this Agreement for any breach by Customer.
  3. Upon termination or expiration of this Agreement, Customer may request a copy of its data that is in Frontline's possession. Upon receipt of Customer's written request, data-scubbing techniques can be employed to remove Customer's, and their End User's, personally identifiable data stored in Frontline's products.
14. Public Disclosure. Customer grants to Frontline the right to publicly disclose the fact that Customer is using the Software, for Frontline's advertising and other promotional purposes.
15. Copyright and Trademarks. All intellectual property pertaining to the Software, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
16. Entire Agreement. This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Dan Gliszinski an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

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

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary staff, secondary staff, and specialists and special education teachers and staff. The topic of the presentation will be *Energizing Learning Through Educational Neuroscience*.

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
8:35 am Break and Passing Time  
8:45 am Cultural Sharing  
9:55 am Break and Passing Time  
10:05 am Session #1 (first presentation)  
11:35 am Lunch  
12:35 pm Session #2 (second presentation)  
2:05 pm Break and Passing Time  
2:15 pm Session #3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$500 (five hundred and 00/100) for all three presentations. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.**

Contractor must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

5. **Propriety of Expenses.**

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

6. **Relationship.**

It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to:

3638 Casson View Avenue, Duluth, Minnesota, 55804

9. **Assignment.**

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

10. **Governing Laws.**

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

11. **Entire Agreement.**

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

12. **Cancellation.**

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

13. **Data Practices.**

Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on

individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

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

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

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

**Workers' Compensation Insurance:**

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

**Commercial General Liability:**

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

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

**Dan Glisczinski**



**8/20/16**

Dan Glisczinski, Contractor Signature

SSN/Tax Identification Number Date

*Michael Cary*

*8/22/16*

Dr. Michael Cary, Director of Curriculum and Instruction

Date

*W. Hanson*

*8/23/16*

Director of Business Services/Superintendent of Schools

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Lou Tarvers, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 25th, 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.** Create and coordinate a teacher mentor program for all new teachers entering ISD 709. Recruit and orient the pre-existing pool of trained mentors within ISD 709. Assign trained mentors to new teachers within ISD 709. Orient new teachers to the program and introduce them to their mentor. Coordinate the delivery of monthly meetings to cover professional development topics pertinent to new teachers with the purpose of improving classroom practice. Coordinate and train new mentors following the 2016-2017 school year. For the contract period of July 25, 2016 - June 30, 2017, a district chromebook will be provided that will need to be returned upon completion of the contract and a district ID that allows access to all buildings within the district will be issued prior to the start of the 2016-2017 school year. The Contractor shall work collaboratively with ISD 709 staff, when needed, to obtain information necessary to complete the above listed tasks.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$21.03 up to a sum not to exceed \$4625 (four thousand six hundred twenty five dollars and 00/100). The District also agrees to reimburse the contractor for mileage incurred as a direct result of the items listed under section 2 of this contract at the current IRS mileage reimbursement rate, not to exceed a total of \$300 (three hundred and 00/100 Dollars), and printing expenses up to \$75.00 (seventy five and 00/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved

unless TIN is provided.

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

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

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

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

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

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

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

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

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

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

Mary Lou Jarvers \_\_\_\_\_ 7/26/2006  
Contractor Signature SSN/ Tax Identification Number Date

[Signature] \_\_\_\_\_  
Program Director Date

[Signature] \_\_\_\_\_ 8/4/16  
Director of Curriculum and Instruction Date

[Signature] \_\_\_\_\_ 8/8/16  
Director of Business Service / Superintendent of Schools Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Brent Wetzal, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

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

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The area covered will be *Flurning - Incorporating Play into Learning*.

The schedule for the day is as follows:

- 8:00 am Welcome by Superintendent Gronseth
- 8:35 am Break and Passing Time
- 8:45 am Cultural Sharing
- 9:55 am Break and Passing Time
- 10:05 am Breakout Session 1 (first presentation)
- 11:35 am Lunch
- 12:35 pm Breakout Session 2 (second presentation)
- 2:05 pm Break and Passing Time
- 2:15 pm Breakout Session 3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred fifty and 00/100) for all three presentations. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.**

Contractor must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

5. **Propriety of Expenses.**

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

6. **Relationship.**

It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to:

9. **Assignment.**

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

10. **Governing Laws.**

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

11. **Entire Agreement.**

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

12. **Cancellation.**

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

13. **Data Practices.**

Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on

individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

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

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

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

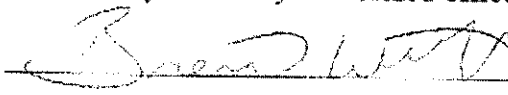
**Workers' Compensation Insurance:**

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

**Commercial General Liability:**

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

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

 8/11/16

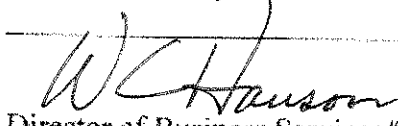
Brent Wetzel, Contractor Signature

SSN/Tax Identification Number Date

 8/16/16

Dr. Michael Cary, Director of Curriculum and Instruction

Date

 8/17/16

Director of Business Services/Superintendent of Schools

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and LSS *Together* for Youth an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

### 1. **Dates of Service.**

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

### 2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The area covered will be "*It's OK to Call Us Queer and Other Things To Know About Us*".

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
 8:35 am Break and Passing Time  
 8:45 am Cultural Sharing  
 9:55 am Break and Passing Time  
 10:05 am Breakout Session 1 (first presentation)  
 11:35 am Lunch  
 12:35 pm Breakout Session 2 (second presentation)  
 2:05 pm Break and Passing Time  
 2:15 pm Breakout Session 3 (third presentation)

### 3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$500 (five hundred and 00/100) for all three presentations. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**4. Requests for Reimbursement.**

Contractor must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

**5. Propriety of Expenses.**

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

**6. Relationship.**

It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

**8. Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to:

**9. Assignment.**

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

**10. Governing Laws.**

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

**11. Entire Agreement.**

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

**12. Cancellation.**

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

13. **Data Practices.**

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

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

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

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

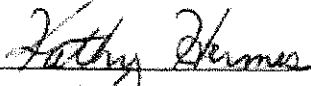
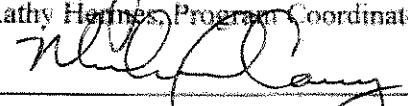

**Workers' Compensation Insurance:**

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

**Commercial General Liability:**

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

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

		8-5-16
Kathy Hermes, Program Coordinator LSS Youth	SSN/Tax Identification Number	Date
	Together for	8/16/16
Dr. Michael Gary, Director of Curriculum and Instruction		Date
		8/16/16
Director of Business Services/Superintendent of Schools		Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of August , 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Hartl Pearson Consulting, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

**1. Dates of Service.**

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

**2. Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The area covered will be "*Learning Together: Improving Communication Across Organizational Levels*".

The outcomes of these presentation will be:

- Introduce participants to the process of "dialogue," an approach used to help people from different subgroups (e.g., administrators, teachers, staff, students) communicate more effectively;
- Help participants learn to use what Edgar Schein has referred to as "levels of inquiry," a mechanism for creating trust and establishing more collaborative relationships;
- Help participants learn to apply these methods to their interactions with others throughout the organization

The schedule for the day is as follows:

- 8:00 am Welcome by Superintendent Gronseth
- 8:35 am Break and Passing Time
- 8:45 am Cultural Sharing
- 9:55 am Break and Passing Time
- 10:05 am Breakout Session 1 (first presentation)
- 11:35 am Lunch
- 12:35 pm Breakout Session 2 (second presentation)
- 2:05 pm Break and Passing Time
- 2:15 pm Breakout Session 3 (third presentation)

3. **Background Check .** (N/A) to this contract.

(Applies to contractors working independent with students)

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

4. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 1750.00 (one thousand seven hundred and fifty dollars and 00/100). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.**

The terms of payment under this Agreement are as follows:

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

6. **Propriety of Expenses.**

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

7. **Ownership of Materials.**

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

8. **Independent Contractor.**

Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which

shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

**9. Indemnity and defense of the District.**

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

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

**10. Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as

defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**17. Insurance.**

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

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

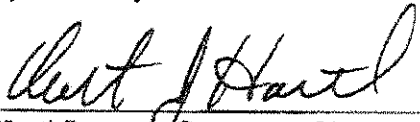
**Workers' Compensation Insurance. (Not applicable to this contract.)**


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


**Commercial General Liability:**

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

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

	_____	<u>8/5/16</u>
Hartl Pearson, Contractor Signature	SSN/ Tax Identification Number	Date

	_____	<u>8/16/16</u>
Dr. Michael Cary, Director of Curriculum and Instruction		Date

	_____	<u>8/16/16</u>
Director of Business Service / Superintendent of Schools		Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Pacer (Parent Advocaty Coalition for Educational Rights) and an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

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

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The topic of the presentation will be *Engaging Diverse Families: What Parents Want Teachers to Know and Do.*

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
8:35 am Break and Passing Time  
8:45 am Cultural Sharing  
9:55 am Break and Passing Time  
10:05 am Breakout Session #1 (first presentation)  
11:35 am Lunch  
12:35 pm Breakout Session #2 (second presentation)  
2:05 pm Break and Passing Time  
2:15 pm Breakout Session #3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for lodging for one hotel room in the Duluth, MN area on August 29, 2016 not to exceed the cost of \$175 (one hundred seventy five and 00/100 dollars) including tax and tip. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in

the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.**

Contractor must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

5. **Propriety of Expenses.**

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

6. **Relationship.**

It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to:

9. **Assignment.**

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

10. **Governing Laws.**

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

11. **Entire Agreement.**

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

12. **Cancellation.**

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

13. **Data Practices.**

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

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

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

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

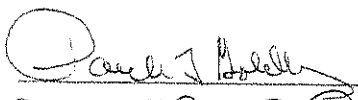
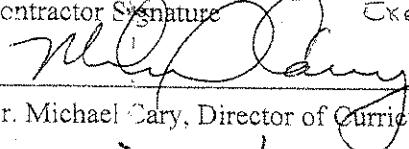

**Workers' Compensation Insurance:**

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

**Commercial General Liability:**

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

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

	Patricia A. Carter	7/30/16
Contractor Signature	Executive Director	SSN/Tax Identification Number Date
	Dr. Michael Cary, Director of Curriculum and Instruction	8/16/16
	Director of Business Services/Superintendent of Schools	8/16/16
		Date
		Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of August, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Rigoni, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

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

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The topic covered will be "*Difficult Conversations in the Classroom*".

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
8:35 am Break and Passing Time  
8:45 am Cultural Sharing  
9:55 am Break and Passing Time  
10:05 am Breakout Session 1 (first presentation)  
11:35 am Lunch  
12:35 pm Breakout Session 2 (second presentation)  
2:05 pm Break and Passing Time  
2:15 pm Breakout Session 3 (third presentation)

3. **Background Check.** ( N/A for this contract with Lisa Rigoni)  
(Applies to contractors working independent with students)

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

4. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$300 (three hundred dollars and 00/100). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.**

The terms of payment under this Agreement are as follows:

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

**6. Propriety of Expenses.**

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

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

**9. Indemnity and defense of the District.**

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

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its

attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail \_

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

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

**17. Insurance.**

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

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

**Workers' Compensation Insurance:**

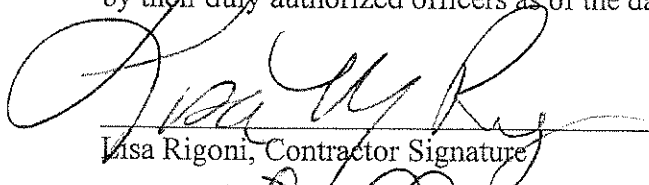
Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers'

Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:**

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

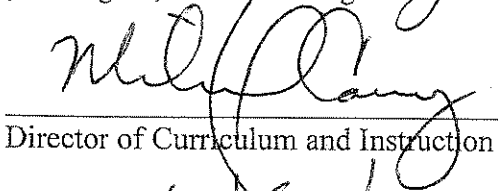
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



Lisa Rigoni, Contractor Signature

SSN/ Tax Identification Number

8/4/16  
Date



Director of Curriculum and Instruction

8/16/16  
Date



Director of Business Service / Superintendent of Schools

8/16/16  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of August 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Gerry Nierengarten, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

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

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for two (2) presentations, 90 minutes each, groups to include: elementary education staff, and secondary education staff. The time of the presentations will be 10:00 a.m. and 2:15 p.m. The topic of the presentation will be Co-Teaching.

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
8:35 am Break and Passing Time  
8:45 am Cultural Sharing  
9:55 am Break and Passing Time  
10:05 am Breakout Session #1 (first presentation)  
11:35 am Lunch  
12:35 pm Breakout Session #2 (second presentation)  
2:05 pm Break and Passing Time  
2:15 pm Breakout Session #3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$500 (five hundred and 00/100). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.**

Contractor must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

5. **Propriety of Expenses.**

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

6. **Relationship.**

It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to:

9. **Assignment.**

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

10. **Governing Laws.**

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

11. **Entire Agreement.**

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

12. **Cancellation.**

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

13. **Data Practices.**

Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th day of August, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Segue Consulting Partners-Dr. Wendy Barden, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 8, 2016, and shall remain in effect until August 23, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
  
2. **Performance.** Dr. Wendy Barden will plan, prep and present a two-day workshop to regional music teachers "Music Assessment Institute". Fee paid for 10 teachers to attend two-day workshop - funds from the NE MN Regional Perpich Grant.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum **not to exceed \$2450.00 for presentation fee, planning, prep of two-day workshop.** Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. ***This Agreement will not be approved unless TIN is provided.***
  
4. **Requests for Reimbursement.** Contractor shall request reimbursement within 30 days of receipt of the invoice (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
  
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
  
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
  
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the



## **Music Assessment Institute in Duluth**

**with Dr. Wendy Barden, Segue Consulting Partners**

Funded through NE MN Regional Center PCAE Grant

\$245 Fee for 10 music teachers to attend from NE MN Region. (\$180 fee for each teacher beyond the first 10 teachers attending...these fees will be invoiced to the NE MN Regional Perpich Grant)

Dr. Barden will plan, prep and present a two-day workshop for NE MN Region music teachers. Workshop fee is all-inclusive to include the cost of supplies, workshop materials, room cost, breakfast, snacks and beverages for each attendee.

*Learn-think-collaborate in this two-day institute! Assessment is gathering evidence of learning both to help students achieve more, and to document how much they have already achieved. Learn more about performance and other assessments in the music room. Think about assessments you currently use. Collaborate with your team or others who teach the same grades/classes to revise your assessments, or create new ones. All of this with differentiated and music-experienced support so you leave with a more well-developed assessment plan and quality assessments.*

Free workshop for music educators in NE MN. Bring your laptop and any print resources you might need. Free wi-fi available.

### **Monday, August 22, 2016**

8:00 am Institute check-in with breakfast treats

8:30 Work begins: Performance Assessment

11:45-12:45 Lunch on your own

5:00 pm Work concludes for the day

### **Tuesday, August 23, 2016**

7:30 am Optional early bird start with breakfast treats

8:30 Workshop begins: Non-performance understanding

11:45-12:45 Lunch on your own

5:00 pm Institute concludes

### **Location:**

Country Inn & Suites

4257 Haines Road, Duluth, MN 55811

218-740-4500 (hotel phone)

**SEGUE CONSULTING PARTNERS**WORKING TOGETHER FOR BETTER EDUCATIONAL OUTCOMES THROUGH MUSIC

15223 Lake Street Ext. • Minnetonka, MN 55345

August 19, 2016

Invoice #2016-1044

Duluth Public Schools  
Attn: Teri Akervik  
215 N 1<sup>st</sup> Ave East  
Duluth, MN 55802

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Registration fee for 9 additional participants in  
**Music Assessment Institute**  
August 22-23, 2016

9 X \$180

\$ 1620.00

Wendy Barden  
wbarden@seguecp.com

<http://seguecp.com>

## MEMORANDUM

TO: Bill Hanson, Director of Business Services

FROM: Jason Barsness, Coordinator of Health, Safety & Environmental Management

DATE: August 3, 2016

**RE: Contract for Providing Playground Surfacing work at Congdon Park Elementary School**

The attached contract between ISD 709 and Safety Frist Playground Surfacing, LLC is for playground safety zone surfacing work at Congdon Park Elementary School. Safety Frist Playground Surfacing, LLC. will be removing weeds, resetting mats, raking, and leveling the playground which includes adding 5 inches (140 yards) of surfacing material (engineered wood fiber).

Attached for your signature please find two (2) copies of the contract between ISD 709 and Safety Frist Playground Surfacing, LLC for the contracted services. After review, please sign and return to the Facilities Management office for processing.

If you have any questions, please contact me at extension 3240.

Thank you.

cc: Kerry Leider

SafetyFirst Playground Surfacing LLC

31095 Baugh Street NW  
Princeton, MN 55371

# Estimate

Date	Estimate #
7/12/2016	1707

Name / Address
Duluth Public Schools Tony Kelekovich 2165 North 1st avenue East Duluth, MN 55802

			Project
Description	Qty	Rate	Total
Congdon Elementary School Playground safety Zone Maintenance Project			
WinterHarvest HWD ASTM Compliant Safety Surfacing	140	20.95	2,933.00
Remove weeds, level, rake, reset mats install surfacing material	140	10.00	1,400.00
Custom fabricated surround for spinner. 1.5" x 8' x 6' 480 pounds	1	524.50	524.50
<b>Total</b>			\$4,857.50

*\$ 4,857.50*

## AGREEMENT

**THIS AGREEMENT**, made and entered into 3<sup>rd</sup> day of August, 2016, by and between Duluth Public Schools, Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Safety First Playground Surfacing, LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 4, 2016 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide and install 5 inches (140 yards) of Winter Harvest hardwood chips in the Congdon Park Elementary School playground safety zone per the estimate dated 7/12/16 with the exception of the custom fabricated surround for the spinner. This will include removal and reinstallation of the security fence for access and removing weeds, leveling, raking, and resetting mats as needed. Project time and materials not to exceed \$4333.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's Estimate;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4,333.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Jason Barsness, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Safety First Playground Surfacing, LLC. 31095 Baugh Street NW, Princeton, MN 55371.

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

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

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

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

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

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

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

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

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

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

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

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

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

contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Professional Liability:** Contractor is required to maintain insurance protecting it from claims including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract including coverage relating to asbestos and environmental hazards.

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Jason Barsness	Safety Coordinator

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

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

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

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

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

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709



**Origins Letter of Agreement**

**Date:** 8/15/2016

**Contract** 10228

The Origins Program, Inc. hereby agrees to provide consultation / training, and the client agrees to accept and pay for said consultation / training as follows:

**Client:** Holy Rosary School  
**Address:** 2802 E. 4th St.  
Duluth, MN 55812

**Contact:** Jesse Murray  
**Title:** Principal  
**Phone:** 218 724-8565  
**Email:** Jesse.murray@holyroarymn.org

**Fees:**

DD1 Workshop**	1 Workshop @ \$13,000.00	\$13,000.00
Travel Expense Estimate	1 Expense @ \$2,000.00	\$2,000.00
	<b>Total:</b>	<b>\$15,000.00</b>
	<b>(including estimated travel expenses)</b>	

**Description of Work:**

Date	Time	Consultant	Description
8/22/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**
8/23/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**
8/24/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**
8/26/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**

\*\*Tuition for up to 20 participants, additional tuition @ \$650/person with a maximum of 30 participants.

**Terms:**

This agreement obligates the purchaser to full payment for services delineated in this document, including Exhibit A (The Host Agreement). A purchase order must accompany the signed agreement. Work is invoiced as scheduled, with receipt of the full tuition fee due within 30 days of the invoice date unless special payment arrangements have been approved by The Origins Program. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program.

Travel expenses will be invoiced separately, if applicable. Travel expenses may include mileage, meals, lodging, airfare, parking, cab or public transportation, tolls, rental car, fuel, and materials shipping. Payment of travel invoice(s) is due within 30 days of invoice date.

Signature: The Origins Program



Jitendrapal Kundan

Title: Executive Director

Date: 8/15/16

Signature: Host School / District



Print Name: Bill Hanson

Title: ISA 709, CFO

Date: 8/19/16



Exhibit A - Contract 10228  
The Host Agreement  
for *Developmental Designs* | Professional Development

**Dates:** August 22, 23, 24, 26, 2016

**Host School:** Holy Rosary School  
2802 E. 4th St.  
Duluth, MN 55812

**Workshop Location/Address:**  
(If other than above)

**Contact:** Jesse Murray, Principal  
**Phone:** 218-724-8565  
**E-mail:** [jesse.murray@holyroarymn.org](mailto:jesse.murray@holyroarymn.org) **Cell:**

**Site Management**

The Host School/District will provide a contact person who will act as a liaison between The Origins Program (TOP) and the site to assist in planning and help ensure a smooth workshop. The contact person will:

- Submit the participant list to Origins by the requested date
- be responsible for arranging the set-up of the meeting rooms before TOP staff arrive,
- receive materials shipped ahead of time and deliver them to the workshop meeting area,
- communicate with the custodial or other staff regarding support needed from them,
- and be available to assist with set-up.

**Contact Person (if other than above)**

Name:  
Phone:                      Ext:                      Cell:  
Email:

The Host School/District will provide a contact person during the workshop to be available on-site during all workshop hours (s/he may be a workshop participant). The site contact person will:

- have access to building areas and needed equipment (e.g. copier and copy code),
- have knowledge of the requested technology or be able to contact technology staff,
- and be available to assist with take down.

**Workshop Site Contact (if other than above)**

Name:  
Phone:                      Ext:                      Cell:  
Email:  
Will this person be attending the workshop?    Yes \_\_\_\_\_ No \_\_\_\_\_

**TOP contact:** Miriam Nelson [Miriam@originsonline.org](mailto:Miriam@originsonline.org) 612-822-3422 800-543-8715

### Preparation and Schedule

The set-up guidelines described in this host agreement should be provided to staff responsible for set-up and preparation of the rooms. **Note:** TOP is not responsible for custodial or engineering fees.

### Facilitator Preparation

The facilitator will arrive at the workshop site prior to the start date/time to prepare. It is requested rooms be set-up before arrival on each date of the workshop. The facilitator or TOP representative will call to arrange an agreed upon time to meet and confirm the dates/times listed below.

### Schedule

Monday, August 22: 6:30am-facilitator arrival  
7:45-7:55 - Participant check-in  
8:00am-3:30pm-Sessions  
Tuesday, August 23: 8:00am-3:30pm-Sessions. Facilitator hours 7am-4pm  
Wednesday August 24: 8:00am-3:30pm-Sessions Facilitator hours 7am-4pm  
Friday, August 26: 8:00am-3:30pm-Sessions Facilitator hours 7am-4pm

### Space and Materials

In the weeks leading up to the workshop date, we will communicate with the contact person regarding the set-up and arrival of materials if they were shipped. The Host School/District will provide the following to accommodate the number of participants plus TOP's facilitator for one section of *Developmental Designs 1*.

- One spacious room set-up as the primary meeting space. This room will need:
  - to accommodate up to 31 people sitting on adult sized chairs in a circle with some room to move around
  - classroom furniture moved out of the room or to the peripheries
  - LCD projection and internet access
  - one adult height chart stand and one chart pad
  - two classroom tables for the presenter to display books and materials
  - wall space to display charts
- One additional room for break-out into smaller groups. This room will need:
  - Five or six tables with five adult chairs for each table
  - LCD projection and internet access
  - one adult height chart stand
  - table for materials
  - wall space to display charts
- The circle, break-out groups, and LCD projection can be in one spacious room
- Space (gym, outdoor area) to introduce and practice recess games
- Access to a copy machine and a code to use on all workshop dates
- Space inside for participants to have lunch outside of the meeting rooms (cafeteria, all purpose room)
- Climate control – workshop participation is best if meeting rooms are kept at a comfortable temperature and have good circulation

- Supplies to be furnished by Host School/District on the first day of workshop

<b>DD1 Materials to be provided by the school</b>	<b>Quantity</b>
9x12 construction paper, assorted colors	10 sheets
12x18 white drawing paper	50 sheets
White copy paper	50 sheets
Small index cards	3 pkgs.
Post-it notes	6 pads
Sentence strips, assorted colors, 40 strips ( <b>Alternative: long strips of paper, approximately 3"x24"</b> )	40 strips
Craft/popsicle sticks	30
#2 pencils, sharpened	10
Blue masking tape ( <b>Alternative: masking tape, blue painters tape is requested to protect walls when facilitator hangs charts</b> )	1 roll
Scotch tape	6 rolls
Adult scissors	6 pairs
Push pins	1 pkg.
Stapler	1
Highlighters, any color	12-20
Wide markers	7 boxes
Chart pads, lined	2
Chart stand	1

**Refreshments and Lunch**

TOP is not responsible for either making arrangements or paying for refreshments and lunch each day. The time allotment for lunch is a half-hour each day at 12:00 noon. The Host School/District may arrange for food and beverage for participants and facilitator; morning refreshments each day and lunch for four days. The Host School/District will notify TOP and participants of the lunch plans so they can plan accordingly.

**Registration and Payment**

TOP will manage the registration for the workshop. E-mail the registration spreadsheet provided with the following information: **first and last name, school, subject, specialty, e-mail address** [tomiriam@originsonline.org](mailto:tomiriam@originsonline.org).

Each person for whom we have received the required information will receive a Welcome Letter by e-mail to the e-mail address provided. The e-mail may include important information regarding graduate credit registration. Please advise participants to check their e-mails for the Welcome Letter.

The cost of this workshop and payment terms can be found in The Origins Program Letter of Agreement. No one will be registered until payment and registration forms are received in the TOP office.

I have read the Host Agreement and agree to the responsibilities described herein.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Workshop Host  
\_\_\_\_\_  
(Print Name) (Title)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Contact Person  
\_\_\_\_\_  
(Print Name) (Title)

## AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 26<sup>th</sup>, 2016, and shall remain in effect until August 26, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Consultant will present a one day workshop for faculty and administration at Marshall School on 8/26/16 entitled Collaboration Skills and Finding Your Voice Around What Matters – 8:30am-3:00pm

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of \_\_\_\_\_, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Jennifer Abrams - 4290 Wilkie Way, Apt. L, Palo Alto, CA 94306.

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

~~Chair~~

e-signature - Jennifer B.Abrams  
Title

~~Clerk~~

Educational Consultant  
Title

Program Director

Taxpayer Identification Number

  
\_\_\_\_\_  
Director of Business Service



...where theory  
meets practice...

**INDIVIDUAL OR AGENCY – INTERPRETER AGREEMENT**

This Consultant Agreement is by and between Digiterp Communications and ISD 709. Services to be provided and other details have been listed below.

Name/Agency: Doug Bowen-Bailey/Digiterp Communications

Address: 728 East 7<sup>th</sup> Street Duluth MN 55805

Telephone #(s): (218) 310-7940

Social Security or  
Federal ID Number:

Description of Service  
to be Provided: Interpreting Services as needed by the school district  
Population to be  
Served: students and staff requiring ASL-English interpreting Services

Location and times of Services: Any ISD 709 location

Required Qualifications: Nationally Certified Interpreter File Folder # If Needed: MRID Member

Date(s) of Service: August 30, 2016


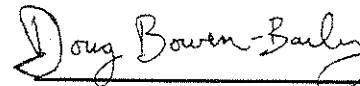
Rate of Pay: \$40 per hour for services – Minimum of two hours per assignment

Invoicing Procedure: send invoices to Michelle Porter

Cancellation Requirements: Organization reserves the right to cancel this agreement due to severe weather or low enrollment. In either case, organization assumes no financial obligation for this agreement

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (BRIC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches \$600 or more, a 1099 will be issued to this provider at the end of the calendar year.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other party. Any copy of this document shall be considered to have the binding and legal effect of an original document.

<b>SIGNATURES</b>			
		8/24/16	8/24/16
ISD 709 Representative	Interpreter	Date	Date

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

This Agreement, made and effective as of the 1st day of September 2016 by and between Independent School District #709, Duluth Public Schools, hereinafter referred to as "School District", and Phyllis Hauck, a special ed teacher licensed in the area of Blind/Visually Impaired, hereinafter referred to as "Provider."

**RECITALS**

The parties hereto recite and declare as follows:

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

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

I. Term and Duration

This agreement shall be for one year commencing the 1<sup>st</sup> day of September 2016, through the 30<sup>th</sup> day of June 2017. This agreement can be renewed, modified, or changed only in written form and by formal action and approval by the boards of School District and Provider.

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

II. Services To Be Provided by Provider

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

### III. Qualified Staff and Liability

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

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

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

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

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

School District agrees to provide Provider with adequate space within existing School District buildings so as to allow Provider to deliver on-site services, as necessary and appropriate. Provider shall also have access to certain school facilities and equipment in order to facilitate its programs and services being delivered under this agreement. Room, space, facilities, and equipment issues shall be worked out between Provider and School District administration. However, School District programs shall always have priority with regard to room, space, facilities, and equipment utilization.

### V. Additional Duties of Parties

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

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

C. All services provided by Provider shall be under the direction and supervision of the Director of Special Services for Duluth Public Schools.

## VI. Payment and Reimbursement

School District shall pay Provider \$50.00 per hour, not to exceed \$10,000, for all services provided and delivered under this contract. This should apply only to the actual delivery of services and travel from her office to school sites. Mileage will be paid at the IRS rate for mileage between the Provider's office and member district sites to whom services are directed.

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

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

## VII. Data and Information Obligations

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

## VIII. Dispute Resolution

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

## IX. Assignability

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

## X. Interpretation – Titles of Paragraphs

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

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

By \_\_\_\_\_ Date \_\_\_\_\_  
Phyllis Hauck  
Provider

By William Hanson Date 8/29/16  
William Hanson, CFO  
Duluth Public Schools



Manpower August 17, 2016
Independent School District 709
215 N. 1st Ave E
DULUTH, MINNESOTA, 55802

Dear Bart,

Thank you for choosing Manpower, the leader in the changing world of work. This letter confirms our understanding with you, Independent School District 709, to place one or more clerical/administrative and/or light industrial temporary or permanent positions

As discussed, Manpower will recruit, interview, screen and assign to you our employee associates who, through our proven process and expertise, are the best qualified candidate to perform the work described below. We will also maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our associates with respect to the compensation that we have agreed to pay; and removing any assigned associate at your request for any lawful reason.

Manpower expects you to take responsibility for directing and controlling the work performed by our associates. We also expect you to provide all associates with a safe worksite that is free from harassment and to provide information, training and safety equipment with respect to any hazardous substances or conditions to which associates may be exposed at the worksite.

Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. You agree to remit the negotiated Bill Rate for all hours worked, including negotiated overtime bill rates for hours worked in excess of forty (40) hours during an agreed pay period.

The term of this relationship will be six (6) months from the signature date of this agreement.

We will fill roles for the following job descriptions and locations:

Table with 2 columns: Job Description, Location. Row 1: Computer Support, Duluth, Minnesota

\* If the parties decide to change information contained within this letter, for example, adding or deleting jobs or locations, they must notify the Manpower office in writing reflecting the intended change.

Table with 1 column: Straight Time Bill Rate. Row 1: \$35.26 bill rate per hour. Row 2: (Based on hourly pay rate of \$23.53)

\*The above Rates are comprised in part and subject to the following costs associated with Manpower's government mandated employer obligations: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

If during the term of this Agreement and for six (6) months thereafter, you solicit or hire away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Agreement, or permit any Assigned Employee to transfer to another entity's payroll in order to perform work for you or at your facilities, you shall pay Manpower a direct hiring conversion fee.

Table with 2 columns: Time on Assignment, Prorated Fee Schedule

0 to 240 Hours	NO FEE
241 to 480 Hours	NO FEE
481 to 720 Hours	NO FEE
721 + Hours	NO FEE

\*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

Finally, we will perform the following background checks and tests for temporary employees assigned to you:

Check or Test	Specific Requirements, If Any	Cost
Criminal Record Check		\$25.00 per employee.
Driving Record Check		\$15.00 per employee.
Drug Tests		\$35.00 per employee.
Credit Check		\$40.00 per employee.
Education Verification		\$15.00 per employee.
Health Compliance		\$ per employee.
Other		\$ per employee.

Once again, thank you for your business. We look forward to providing you with solutions to help you succeed in the changing world of work.

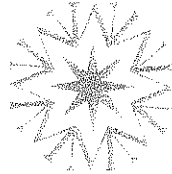
Sincerely,

**ManpowerGroup US Inc.**  
**Branch Manager**

<b>ACKNOWLEDGED AND ACCEPTED:</b>	
Client	
By:	<i>Bill Hanson</i>
Printed Name/Title:	<i>Bill Hanson, CFO</i>
Date:	<i>8/18/16</i>



F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2017	57000		\$3000		TBD



**Minnesota**  
STATE COLLEGES  
& UNIVERSITIES

### FACILITIES USE AGREEMENT OFF-CAMPUS FACILITIES ONLY

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

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

**Location:** Lincoln Park Middle School Athletic Field at, 3215 W. 3<sup>rd</sup> Street,  
Duluth MN

**Date and Time:** August 21, 2016 – October 30, 2016 (Schedule attached)

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

2. **FEES.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of no more than \$3000.00 (Three Thousand and 00/100 Dollars) for use of the field, which shall be payable within 30 (30) days of MnSCU's receipt of Licensor's invoice.
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of August 10, 2016 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 30, 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 1<sup>st</sup> Ave E, Duluth, MN 55802-2069  
 Telephone: 218-336-8704

1. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition, including the pickup of garbage from the field and around the bleachers. Licensor shall provide the following:
  - a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
  - b. parking
  - c. building security customarily provided by Licensor; MnSCU may provide additional security at its own expense;
  - d. janitorial services related to restroom;
  - e. gate attendant of ISD 709 or any necessary keys or access codes;
  - f. other: A restroom facility directly accessible from the field level.

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

5. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and dates as listed on Attachment A, and is responsible for securing the field and site after every game.
6. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
7. **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. 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 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.
8. **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

9. 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

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.

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

By (authorized signature)

Title <u>CFD</u>
Date <u>8/15/16</u>

By (authorized signature)
Title
Date

**3. AS TO ENCUMBRANCE:**

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

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

**EXHIBIT A**

## GENERAL INSURANCE REQUIREMENTS

### 1. Workers' Compensation Insurance

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

### 2. General Liability Insurance

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

### Additional Insurance Conditions

- 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.

LSC Administrator on Duty for Home Soccer Games 2016

Day	Date	Game against	Men	Women	Location and if Home game or Away game	Administrator/Task Force
Sunday	21-Aug	Northland College	1:00pm		Lincoln Park Middle School	
	21-Aug	Northland College		3:00pm	Lincoln Park Middle School	
Thursday	1-Sep	Finlandia College	4:00pm		Lincoln Park Middle School - Men Only	
Saturday	3-Sep	Red River College		3:00pm	Lincoln Park Middle School - Women Only	
Wednesday	14-Sep	St. Scholastica College	3:00pm		Lincoln Park Middle School	
Wednesday	14-Sep	UW Superior		5:00pm	Lincoln Park Middle School	
Sunday	18-Sep	Anoka Ramsey	1:00pm		Lincoln Park Middle School	
Sunday	18-Sep	Anoka Ramsey		3:00pm	Lincoln Park Middle School	
Saturday	24-Sep	Dakota County	9:00am		Lincoln Park Middle School	
Saturday	24-Sep	Dakota County		11:00am	Lincoln Park Middle School	
Thursday	29-Sep	UW Superior	3:00pm		Lincoln Park Middle School	
Thursday	29-Sep	UW Superior		5:00pm	Lincoln Park Middle School	
Wednesday	5-Oct	St. Scholastica College		4:30pm	Lincoln Park Middle School - Women Only	
Saturday	8-Oct	Riverland	1:00pm		Lincoln Park Middle School	
Saturday	8-Oct	Rochester		3:00pm	Lincoln Park Middle School	
Saturday	15-Oct	Century College	1:00pm		Lincoln Park Middle School	
Saturday	15-Oct	Century College		3:00pm	Lincoln Park Middle School	
<p>Gates open one hour prior to game time. We ask that Administrator on duty be at game 15 minutes prior to start time.                      Gate attendants for Lincoln Park will be: Opening: Dennis McDonald 218.591.6769 Closing: Mike Halligan                      218.349.1953                      Coach Lightfoot: 218.290.7518</p>						

## STATE OF MINNESOTA ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between **Duluth Public Schools** (“Contractor”) whose designated address is 201 North 1<sup>st</sup> Street East, Duluth , MN 55802, and Minnesota Department of Education (MDE) (“State”) whose designated business address is 1500 Highway 36 West, Roseville, MN 55113.

Pursuant to Minnesota Statutes Section 15.061 the State is empowered to enter into professional/technical Agreements.

**By written acceptance below, the Contractor agrees to perform the following work:**

- A. Provide outreach through distribution of MDE-developed marketing materials, in-person meetings and phone calls to PreK-3 teachers and administrators in school districts located in the liaisons’ assigned Governors Economic Development Regions about the MDE in-depth professional learning opportunity to improve student learning through the “Building Rigorous and Robust PreK-3 Learning Environments: The Art of Communication in Classrooms for Young Children” online course by September 20, 2016.
- B. Provide information to MDE by September 30, 2016, on the outreach strategies used to promote school district participation in the online course.
- C. Participate in the “Building Rigorous and Robust PreK-3 Learning Environments: The Art of Communication in Classrooms for Young Children” online course launch session on one of the following dates and regional locations:
  1. September 20, 2016 (1:00 p.m. to 5:00 p.m.) in Roseville - TIES Conference Center, located at 1644 Larpenteur Avenue West, Falcon Heights, MN 55108.
  2. September 21, 2016 (10am-2pm) in Little Falls – Minnesota Initiative Foundation located at 405 1<sup>st</sup> St SE, Little Falls, MN 56345.
  3. September 21, 2016 (10am-2pm) in Owatonna - Steele County History Center located at 1700 Austin Road, Owatonna, MN 55060.
  4. September 22, 2016 (10am-2pm) in Grand Rapids – Blandin Foundation located at 100 N Pokegama Ave, Grand Rapids, MN 55744
- D. Participate in the PreK-3 Regional Liaison and Administrator evaluation and sustainability meeting on December 2, 2016, (9:00 a.m. to 3:00 p.m.) at the TIES Conference Center located at 1644 Larpenteur Avenue West, Falcon Heights, MN 55108.
- E. Participate in “Building Rigorous and Robust PreK-3 Learning Environments: The Art of Communication in Classrooms for Young Children” online discussion for 18 modules (time estimate is 30-60 minutes for each module with a discussion component) with course participants from liaison’s designated region. The link to the course is at: <http://mespa.net/event-2248980>

The contractor will be paid an amount not to exceed **\$2,500.00** upon completion of the above services for a grand total not to exceed **\$2,500.00**.

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory; or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 2(10), no more than 90

percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.

2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
4. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
  - 1) Intentional, willful, or negligent acts or omissions; or
  - 2) Actions that give rise to strict liability; or
  - 3) Breach of contract or warranty.The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.
5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
  
9. **Accessibility Standards** Contractor agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/accessibility/>
  - A. Contact the MDE Communication Office at [mde.contactus@state.mn.us](mailto:mde.contactus@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
  
10. **Other Provisions** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:
  - A. Use only print-quality department logo. Request a copy from [Linda.Hildebrant@state.mn.us](mailto:Linda.Hildebrant@state.mn.us)
  - B. Copy must follow latest edition of the AP (Associated Press) Stylebook.
  - C. Video content must be open or closed captioned.
  - D. Copy must be free of typographical and grammatical errors.
  - E. Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size.
  - F. Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
  - G. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
  - H. Please direct questions regarding printed material to the Authorized Representative for this Agreement.
  
11. **Plain Language** Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
  - A. Use language commonly understood by the public;
  - B. Write in short and complete sentences;
  - C. Present information in a format that is easy-to-find and easy-to-understand; and
  - D. Clearly state directions and deadlines to the audience.
  
12. **Authorized Personnel**
  - A. MN Department of Education's Authorized Representative is:  
Michael Brown, Early Learning Services  
[mike.p.brown@state.mn.us](mailto:mike.p.brown@state.mn.us)  
651-582-8224
  
  - B. Contractor's Authorized Representative is:  
Peggy Blalock  
[Peggy.blalock@isd709.org](mailto:Peggy.blalock@isd709.org)  
218-336-8777 ext. 1079

### 13. Term of Agreement and Payment Information

- A. Agreement Begin Date: **August 15, 2016**, or the date the State obtains all required signatures under Minn. Stat. . § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Annual Plan is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- B. Agreement End Date: **December 30, 2016**
- C. The Contractor must sign its approval in the designated signature block and return the original signed Agreement as a reply to the original email, prior to the commencement of services.
- D. The total amount that the State agrees to pay for services is not to exceed **\$2,500.00**
- E. The total amount that the State agrees to pay for this annual plan is not to exceed **\$2,500.00**.
- F. Contractor must submit **one** invoice upon completion of the above services, which is due no later than **January 31, 2017**, to Accounts Payable.
- G. Invoice must include the following information:
  - i. MDE's Authorized Representative's name
  - ii. The Purchase Order (PO) and Contract number
  - iii. Dates of service
  - iv. Itemized expenses with original receipts (if applicable) and corresponding amounts
  - v. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Contract number.
  - vi. The preferred method of obtaining an invoice from a vendor is by email.  
**Submit invoices via email to Accounts Payable:**  
MN Department of Education  
Accounts Payable Department  
[MDE.AccountsPayable@state.mn.us](mailto:MDE.AccountsPayable@state.mn.us)
  - vii. **Should an invoice need to be submitted via U.S. Mail, please use the following address:**  
MN Department of Education  
Attn: Accounts Payable Department  
1500 Highway 36 West  
Roseville, MN 55113-4266

1. ENCUMBRANCE VERIFICATION:

Signed: <i>John P. ...</i>
Date: 8-3-16
Annual Plan T-number: 17A37
Purchase Order (PO) number: 3000013701

2. CONTRACTOR: DULUTH PUBLIC SCHOOLS

By: <i>W. Hanson</i>
Title: CFO
Date: 8/4/16

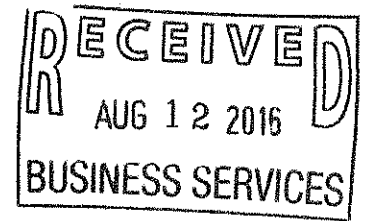
3. STATE AGENCY:

By (authorized signature): <i>Pamela G. Schneider</i>
Title: <i>Acctg Operations Mgr.</i>
Date: 8-5-16





August 9, 2016



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

Dear Mr. Hanson:

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

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

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

Sincerely,

Sandra Thoreson  
School of Nursing Administrative Assistant II

Enclosures



REVIEW AND CONTINUATION OF THE  
CLINICAL LEARNING EXPERIENCE AGREEMENT  
BETWEEN

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

AND

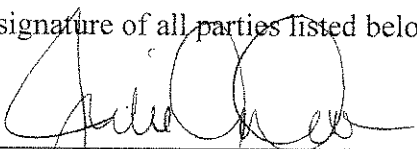
Duluth Public School System - ISD #709  
215 N 1st Ave E  
Duluth, MN 55802  
(Hereinafter referred to as the **FACILITY**)

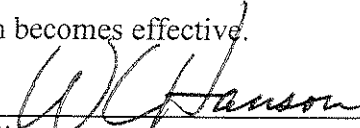
We have reviewed the Clinical Learning Experience Agreement between the **COLLEGE** and the **FACILITY**. The **COLLEGE** and the **FACILITY** agree to continue all terms and conditions previously agreed upon in the Clinical Learning Experience Agreement entered into on 7/30/2013.

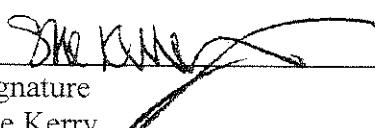
This Agreement will be reviewed and evaluated at the close of each academic year by both parties and revisions or alterations made as are deemed advisable. Agreed upon revisions and alterations must be made in writing approved with signatures of those positions required on the primary Agreement.

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

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

 8/4/2016  
\_\_\_\_\_  
Signature Date  
Julie Anderson, PhD, RN  
Dean and Professor, School of Nursing  
The College of St. Scholastica

 8/12/16  
\_\_\_\_\_  
Signature Date  
Bill HANSON  
\_\_\_\_\_  
Printed Name  
CFO  
\_\_\_\_\_  
Title  
Duluth Public School System - ISD #709

 7/29/16  
\_\_\_\_\_  
Signature Date  
Sue Kerry  
Chief Financial Officer  
The College of St. Scholastica

## Region 7AA Facilities Use Agreement – 2016-2017

This Agreement is entered into on August 23 2016 by and between Minnesota State High School League Region 7AA ("Region") and Duluth Dewfield HS ("Host School"). The term of this agreement is August 1, 2016 through July 31, 2017.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region "7AA" Tournament Report Form. Host is responsible for compliance with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, webstreaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents. 157

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2017.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Auluth Dewfeld High School

Authorized Signer Name Bill Hanson BILL HANSON

Title CFO

Date 8/23/16

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date \_\_\_\_\_

## Region 7AA Facilities Use Agreement – 2016-2017

This Agreement is entered into on August 23 2016 by and between Minnesota State High School League Region 7AA ("Region") and Duluth East HS ("Host School"). The term of this agreement is August 1, 2016 through July 31, 2017.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region "7AA" Tournament Report Form. Host is responsible for compliance with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, webstreaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents. 159

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2017.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Duluth East High School

Authorized Signer Name Bill Hanson BILL HANSON

Title CFD

Date 8/23/16

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date \_\_\_\_\_

**Facilities Management – Maintenance and Operations - General**

In the past month the maintenance crews have completed 298 work orders, and are currently working on 501 open work orders.

Facilities maintenance trade crews are currently scheduled to be at East High School.

Re-commissioning studies have been completed at Lakewood, Lowell, Stowe, and Homecroft. Results for Lowell and Homecroft have been presented to the District, and Lakewood and Lowell will be presented to the District next week.

Speed bumps were installed at EHS on Greyhound Drive, last week, and will be painted when weather allows.

Duluth Ballet is utilizing the Central High kitchen area to clean and mend costumes.

**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 nearing completion.. Tuck pointing is done, with some windows and window flashing yet to complete. Contractors are working around site use and hours.

Installation of the EHS visitor management doors is complete.

Johnson-Wilson Constructors is making good progress on the new Design Center at Denfeld High School. Completion should occur in late September to early October.

The HOCHS 3<sup>rd</sup> street parking lot project continues to move forward. This project presents some difficult challenges due to late start and City permit challenges. Completion at this point appears to be early November. The public entrance will be complete as soon as possible.

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

Construction is complete on the Unity Gym remodeling project.

Construction is complete on the Lowell office remodel project.

The East High School Monument Sign has been moved from OEMS to EHS.

**Building Operations**

Operations staff continues to get our buildings ready for the arrival of students, faculty, and staff. Individuals that had been participating in the Building Operators Certificate program have successfully received their certifications. Operations staff took part in the district wide staff development day on August 30<sup>th</sup>.

### **Building Operations (cont'd)**

One Fireperson II and 9 Maintenance Custodian vacancies have been posted. Interviews to follow shortly.

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

- Environmental/Health/Safety
  - Congdon Park ES received 140 yards of wood fiber on their playground to increase the depth of the surfacing material to the required attenuation level.
  - Project: The asbestos containing dirt tunnel at HOCHS was encapsulated.
  - Asbestos piping in the boiler room at HOCHS was encapsulated.
  - AHERA 3 year asbestos inspections were completed with the exception of HOCHS.
  - Potential asbestos containing material on the stairs at Denfeld was tested and found to be negative for asbestos.
  - Pulmonary function testing and respirator testing was completed for O&M asbestos workers.
  - Safety and Emergency response meetings were held with the Assistant Superintendent to ensure we are aligned going into the new school year.
  - Fire inspections for Garfield and Transportation were conducted. All necessary repairs were completed for the Garfield location including maintenance to exit lighting and removing flammables from under the stairs.
  - Rubber belting was placed in the Stowe playground for ADA accessibility to the swings.
  - A refurbished desk was cut to the proper height was delivered to Meyers-Wilkins to accommodate a repetitive motion injured employee.
- Emergency Response
  - Classroom guides were distributed to the schools.
  - Blood Borne Pathogens training was sent out and completed online district wide.
- Workers' Compensation Activities
  - OSHA Recordables- 1 Hand numbness from using scrubber. One week (7 days) restrictions
  - Incidents Reported: 1 injury reported.
  - A safety presentation/training was conducted for the operations and maintenance group to discuss work comp injuries, statistics, and risks. The goal is to promote risk identification in their jobs and reduce injuries within the group.

### **Risk Management**

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2017

FQA: 06-872-200-791-000

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**Object: 153000 OTHER EQUIPMENT PURCHASED**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
08/01/2016	91696599	311401	00644954	V69920	VIRCO INC	VIRCO INC 3400BRM VIRCO CHAIR	1022326	OH	6,739.80	0.00	6,739.80
08/01/2016	91696599	311401	00644954	V69920	VIRCO INC	VIRCO INC 483060 VIRCO ACTIVIT	1022326	OH	3,231.20	0.00	3,231.20
08/01/2016	91696599	311401	00644954	V69920	VIRCO INC	VIRCO INC 9018 VIRCO CLASSIC P	1022326	OH	4,955.52	0.00	4,955.52
08/30/2016	BSERV			V104923	HARRIS BANK	Homedepot.Com/Cabinets	1031606	OH	7,058.84	0.00	7,058.84
08/31/2016	CR096140	3834288		ZZBLANK	ZZBLANK	ZZBLANK HOME DEPOT RETURN PCAR	1032039	CR	0.00	484.84	-484.84
<b>Object 153000 Total:</b>									21,985.36	484.84	21,500.52

**Object: 155500 TECHNOLOGY EQUIPMENT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
08/01/2016	XK11DCFW9	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DCFW9	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11DCJ17	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DCJ17	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11DCJ84	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DCJ84	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11DCK64	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DCK64	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11DCKX9	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DCKX9	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11DJ363	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DJ363	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11MMRD3	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	12,434.00	0.00	12,434.00
08/01/2016	XK11MMRD3	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	503.80	0.00	503.80
08/01/2016	XK11MNCD9	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11MNCD9	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11MRXR8	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11MRXR8	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11NF3R2	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11NF3R2	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11PJ5D8	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11PJ5D8	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11WC137	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER PRECISION WORKST	1022326	OH	15,212.16	0.00	15,212.16
08/01/2016	XK11WC137	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL AC511 STERE	1022326	OH	256.08	0.00	256.08
08/01/2016	XK11WC153	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER PRECISION WORKST	1022326	OH	15,212.16	0.00	15,212.16

**GL Transactions by Object Code within Org. Key**

**GL Ledger Code: GL**  
**Fiscal Year: 2017**

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Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
08/01/2016	XK11WC153	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL AC511 STERE	1022326	OH	256.08	0.00	256.08
08/01/2016	XK121F5K1	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER PRECISION WORKST	1022326	OH	5,070.72	0.00	5,070.72
08/01/2016	XK121F5K1	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL AC511 STERE	1022326	OH	85.36	0.00	85.36
08/01/2016	XK121X278	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER PRECISION WORKST	1022326	OH	15,212.16	0.00	15,212.16
08/01/2016	XK121X278	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL AC511 STERE	1022326	OH	256.08	0.00	256.08
08/01/2016	XK121X411	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER PRECISION WORKST	1022326	OH	15,212.16	0.00	15,212.16
08/01/2016	XK121X411	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL AC511 STERE	1022326	OH	256.08	0.00	256.08
08/01/2016	XK126XR59	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	3,311.80	0.00	3,311.80
08/01/2016	XK127R1K5	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK127R3K8	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK127R824	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK127R883	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK1282D98	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12J6RK9	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12J6RM5	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12J6TR4	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12K3XD3	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12K4362	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12KRFR7	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL ULTRASHARP	1022326	OH	11,314.68	0.00	11,314.68
08/04/2016	DRC6146	311406	00644964	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT 3577022 CROSSWD	1023698	OH	10,400.00	0.00	10,400.00
08/04/2016	DVB6366	311407	00644964	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT CISCO 7841 IP P	1023698	OH	165,236.95	0.00	165,236.95
08/04/2016	DVB6366	311407	00644964	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT CISCO 8851 IP P	1023698	OH	11,143.66	0.00	11,143.66
08/04/2016	DVN6935	311406	00644964	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT 4004344 C202SA-	1023698	OH	79,600.00	0.00	79,600.00
08/04/2016	DVN6935	311406	00644964	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT 1461344 LASER-C	1023698	OH	4,400.00	0.00	4,400.00
08/11/2016	B05219538	311403	00645054	V07720	SHI INTERNATIONAL CORP	SHI INTERNATION MD-5140-CART J	1026493	OH	15,020.00	0.00	15,020.00
08/11/2016	PO 311407	311407	00645053	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT CISCO KEY EXPAN	1026485	OH	5,804.40	0.00	5,804.40
							<b>Object 155500</b>	<b>Total:</b>	776,188.73	0.00	776,188.73
							<b>FQA 06-872-200-791-000</b>	<b>Total:</b>	798,174.09	484.84	797,689.25

**FQA: 06-875-012-000-000**

**GF SAVINGS - HOCHS**

**Object: 152000**

**BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
08/01/2016	217284	353856	00644929	V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	1022326	OH	402.33	0.00	402.33
08/08/2016	631	357220	00645041	V109153	WESTLUND GROUP INC THE	WESTLUND GROUP BUILDING ACQUIS	1024417	OH	9,180.00	0.00	9,180.00
08/09/2016	218033	357619	00001676	V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	1024910	OH	50,491.93	0.00	50,491.93
08/22/2016	218138	361872	00645158	V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	1028832	OH	988.68	0.00	988.68
08/22/2016	8780	361871	00645157	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1028832	OH	197.82	0.00	197.82

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08/29/2016	F6331	364051	00645208	V107129	FLAGSHIP RECREATION	FLAGSHIP RECREA BUILDING ACQUI	1030959	OH	2,356.00	0.00	2,356.00		
									<b>Object 152000</b>	<b>Total:</b>	63,616.76	0.00	63,616.76
									<b>FQA 06-875-012-000-000</b>	<b>Total:</b>	63,616.76	0.00	63,616.76

**FQA: 06-875-215-000-000 COP 2010D-DENFELD**

**Object: 153000 OTHER EQUIPMENT PURCHASED**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>		
08/08/2016	14083	357207	00644969	V109306	CLEAN AIR AMERICA INC	CLEAN AIR AMERI OTHER EQUIPMEN	1024417	OH	17,750.00	0.00	17,750.00		
									<b>Object 153000</b>	<b>Total:</b>	17,750.00	0.00	17,750.00
									<b>FQA 06-875-215-000-000</b>	<b>Total:</b>	17,750.00	0.00	17,750.00

**FQA: 06-875-320-000-000 GF SAVINGS - ORDEAN**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>		
08/22/2016	8771	361859	00645157	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1028832	OH	11,192.07	0.00	11,192.07		
08/22/2016	INV 1 FINAL	361269	00645172	V108742	RW FERN ASSOCIATES INC	RW FERN ASSOCIA BUILDING ACQUI	1028832	OH	975.00	0.00	975.00		
									<b>Object 152000</b>	<b>Total:</b>	12,167.07	0.00	12,167.07
									<b>FQA 06-875-320-000-000</b>	<b>Total:</b>	12,167.07	0.00	12,167.07

**FQA: 06-875-520-000-000 GF SAVINGS - LOWELL**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>		
08/01/2016	99917	353855	00644911	V106527	BROTHERS FIRE PROTECTION	COBROTHERS FIRE P BUILDING ACQUI	1022326	OH	445.35	0.00	445.35		
08/08/2016	1630MM-1	357246	00645028	V63580	ST GERMAINS GLASS CO	ST GERMAINS GLA BUILDING ACQUI	1024417	OH	5,768.00	0.00	5,768.00		
08/22/2016	8774	361857	00645157	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1028832	OH	9,860.28	0.00	9,860.28		
08/22/2016	8775	361858	00645157	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1028832	OH	14,069.29	0.00	14,069.29		
									<b>Object 152000</b>	<b>Total:</b>	30,142.92	0.00	30,142.92
									<b>FQA 06-875-520-000-000</b>	<b>Total:</b>	30,142.92	0.00	30,142.92

**FQA: 06-875-525-000-000 GF SAVINGS - LAURA MACARTHUR**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
08/22/2016	8772	361860	00645157	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1028832	OH	11,053.18	0.00	11,053.18

GL Transactions by Object Code within Org. Key

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Fiscal Year: 2017

	<b>Object 152000</b>	<b>Total:</b>	11,053.18	0.00	165	11,053.18
	<b>FQA 06-875-525-000-000</b>	<b>Total:</b>	11,053.18	0.00		11,053.18

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

**Object: 152000                      BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
08/08/2016	Y15074-12	357221	00644959	V102280	ARCHITECTURAL RESOURCES INC	ARCHITECTURAL R BUILDING ACQUI	1024417	OH	2,400.00	0.00	2,400.00	
08/22/2016	APP 3 DENF	361869	00645161	V01213	JOHNSON WILSON CONSTRUCT	JOHNSON WILSON BUILDING ACQUIS	1028832	OH	132,953.32	0.00	132,953.32	
08/22/2016	B066141	362157		V106044	BRAUN INTERTEC CORP	BRAUN INTERTEC BUILDING ACQUIS	1029089	OH	2,541.25	0.00	2,541.25	
						<b>Object 152000</b>			<b>Total:</b>	137,894.57	0.00	137,894.57
						<b>FQA 06-876-215-000-000</b>			<b>Total:</b>	137,894.57	0.00	137,894.57
						<b>Grand Total:</b>			<u>1,070,798.59</u>	<u>484.84</u>	<u>1,070,313.75</u>	