

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Monday, November 7, 2016
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

1. <u>Financial Report</u>	
A. <u>Financial Report</u>	<u>5</u>
Financial statements only (Cash Flow report will resume later this year)	
B. <u>Approval of Payment of Claims</u>	
This item is attached as an "extra".	
C. <u>Budget Revisions</u>	<u>18</u>
D. <u>Wire Transfers</u>	<u>20</u>
E. <u>Investment Transactions</u>	<u>21</u>
F. <u>APU Projections</u>	<u>22</u>
G. <u>Fundraisers</u>	<u>23</u>
2. <u>Bids, R.F.P.s and Quotes Reports</u>	
A. <u>Bids</u> - None	
B. <u>R.F.P.s</u> - None	
C. <u>Quotes</u> - None	
3. <u>Policies and Regulations</u>	
A. <u>New Policy 707 - Transportation of Public School Students</u>	<u>24</u>
Attached is MSBA model policy 707 - Transportation of Public School Students for the second reading. This policy would replace current policies 3140, 3142 and 3145.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Policy 707 - second reading.	
B. <u>Regulation for Policy 707-Transportation for Public School Students</u>	<u>33</u>
This administrative regulation is presented for your information.	
<u>Recommendation:</u> This regulation is presented as an informational item.	
C. <u>3140 - Transportation of Students - Deletion</u>	<u>36</u>
In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3140 which will be replaced with MSBA Policy 707.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the deletion of Policy 3140 - second reading.	
D. <u>3142 - School Transportation Services Along Private Roadways - Deletion</u>	<u>38</u>

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 - second reading.

E. 3145 - Transportation-Student Eligibility and Route Scheduling - Deletion 39

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 - second reading.

F. New Policy 710 - Extracurricular Transportation 41

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

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

G. Regulation for Policy 710- Extracurricular Transportation 44

This administrative regulation is presented for your information.

Recommendation: This regulation is presented as an informational item.

H. 3170 - Secondary Schools Curricular, Co-Curricular, and Extra-Curricular Transportation - Deletion 48

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 - second reading.

I. 3175 - Elementary Schools Special Activities Transportation - Deletion 50

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 - second reading.

4. Contracts, Change Orders, and Leases

A. Contracts

1) PLACEHOLDER - Duluth Energy Systems Steam Contract

Waiting to receive final document with map/easement...

2) PLACEHOLDER - Lake Superior Swim Club

3) School Transportation Services 51

RFQ 4160 was approved by the School Board in December, 2014 for the 2014-15 and 2015-16 school years. In addition, it included the opportunity to negotiate additional one year agreements in the future.

Recommendation: It is recommended that the Duluth School Board approve

contracts with Voyager Bus Company for the 2016-17 and 2017-18 school years using the consumer price index as noted in the contract.

4) Krista Harju - Mental Health Consultant (MHC) Agreement 53

The MHC will provide consultations to staff and parents, observations and written reports of individual and groups of children to the classroom staff and Disabilities/Mental Health Coordinator in order to promote the social and emotional well-being of children in Head Start.

This position fulfills the requirements of the Office of Head Start for Mental Health Consultation and will not exceed \$63,240.00 for dates of service between September 6, 2016 - June 10, 2017.

Recommendation: It is recommended that the Duluth School Board approve the contract with Krista Harju to provide Mental Health Consultant services for Head Start, not to exceed \$63,240.00 for dates of service between September 6, 2016 - June 10, 2017.

B. Change Orders

1) Change Order #3 for HOCHS 3rd Street Parking Lot Improvements

Northland Consulting Engineers LLP (NCE) has provided civil engineering services for the HOCHS 3rd street parking lot project. NCE's work scope increased due to unforeseen site conditions, added construction observation and administration fees.

The total cost of these additional services results in an increase of \$7,000 for a new contract value of \$57,593.00.

Recommendation: It is recommended that the Duluth School Board approve this change order for an additional \$7,000.00 for a new contract total of \$57,593.00.

2) **PLACEHOLDER** - Other Change Orders

C. Leases

1) **PLACEHOLDER** - Woodland Hills Lease Renewal

5. **Resolutions**

A. B-11-16-XXXX - Acceptance of Donations to Duluth Public Schools. 57

Recommendation: It is recommended that the Duluth School Board approve Resolution B-11-16-XXXX.

B. B-11-16-XXXX - Authorized Bank Account Signer 59

Recommendation: It is recommended that the Duluth School Board approve Resolution B-11-16-XXXX.

C. **PLACEHOLDER** - Sale of Property

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

A. Expenditure Contracts 60

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

B. Revenue Contracts 143

Superintendent Gronseth or the CFO/Executive Director of Business and

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

C. Other Contracts - None

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report 147

F. Discussion regarding Many Rivers Montessori School

G. Pay 2017 Levy Update 152

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	
	\$	\$	\$ %	\$	\$	\$ %			
Lewy	7	2	4	28	3	25	57	57	
Interest	(1,210)	135	(1,345)	605	486	119	4,412	4,412	
Tuition, Fees, Admissions	277	271	6	381	481	(100)	1,672	1,761	
Other Local Revenues	8,413	7,782	631	23,654	23,425	229	85,757	86,321	
State Sources	664	1,861	(1,197)	2,213	2,713	(500)	8,405	8,405	
Federal Aids from MDE	762	485	277	762	485	277	3,002	3,002	
Federal Direct Aids	6	13	(7)	12	119	(107)	1,847	1,847	
Local Sales	-	-	0	94,127	-	94,127	0	218	
Sale of Bonds or Loans	8,919	10,549	(1,630)	121,782	27,712	94,070	136,369	137,239	
Total Revenues									
Expenditures									
Salaries	4,424	3,443	(981)	6,201	5,758	(443)	62,316	62,622	
Benefits	1,909	1,815	(94)	3,671	3,526	(145)	28,169	28,255	
Purchased Services	702	805	103	1,407	1,565	158	13,432	13,514	
Supplies & Materials	328	322	(6)	713	702	(11)	6,020	6,060	
Chargebacks	-	-	0	-	-	0	38	39	
Capital Expenditures	859	537	(322)	3,936	1,800	(2,136)	6,676	7,507	
Debt Service	-	0	0	4,633	5,222	589	22,446	22,664	
Other	17	15	(2)	59	51	(8)	891	929	
Total Expenditures	8,240	6,937	(1,303)	20,620	18,624	(1,996)	139,988	141,590	
Transfers In (Out)	0	0	0	0	0	0	0	0	
Operating Excess (Deficit)	679	\$3,612	(2,933)	101,162	\$9,088	92,074	(\$3,619)	(\$4,351)	

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	\$0	\$10,164	\$10,164
Interest	7	2	230.1	28	3	25	40	40
Tuition, Fees, Admissions	(1,372)	(2)	(68,495.0)	154	100	54	2,200	2,200
Other Local Revenues	15	56	(72.7)	33	136	(103)	260	278
State Sources	7,544	7,177	5.1	21,012	21,658	(646)	74,228	74,792
Federal Aids from MDE	639	1,687	(62.1)	1,574	2,346	(772)	5,871	5,871
Federal Direct Aids	68	0	N/A	68	0	68	135	135
Local Sales	0	0	N/A	0	0	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
Total Revenues	6,901	8,920	(22.6)	22,869	24,243	(1,374)	92,898	93,480
Expenditures								
Salaries	3,976	3,083	(29.0)	5,355	4,980	(375)	55,296	55,602
Benefits	1,709	1,633	(4.7)	3,112	3,002	(110)	24,049	24,136
Purchased Services	423	557	24.1	1,032	1,140	108	6,962	7,082
Supplies & Materials	192	214	10.2	479	482	3	2,059	2,089
Chargebacks	0	0	N/A	0	(1)	(1)	(392)	(390)
Capital Expenditures	22	25	13.8	174	62	(112)	261	369
Debt Service	0	0	N/A	0	0	0	0	0
Other	7	13	47.0	44	43	(1)	668	706
Total Expenditures	6,328	5,525	(14.5)	10,197	9,708	(489)	88,903	89,594
Transfers In (Out)	0	0	N/A	0	0	0	(3,371)	(3,371)
Operating Excess (Deficit)	\$573	\$3,395	(83.1)	\$12,673	\$14,535	(\$1,862)	\$624	\$516

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017		FY2016		FY2017		FY2016		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%	\$	\$
Levy	7	N/A	2	N/A	28	N/A	3	N/A	40	\$9,678
Interest	(1,372)	230.1	(2)	230.1	90	834.8	82	834.8	40	40
Tuition, Fees, Admissions	15	(68,495.0)	14	(68,495.0)	33	10.2	88	10.2	1,712	1,712
Other Local Revenues	7,324	9.4	7,114	9.4	20,620	(62.5)	21,543	(62.5)	260	260
State Sources	0	3.0	0	3.0	0	(4.3)	0	(4.3)	64,284	64,655
Federal Aids from MDE	0	N/A	0	N/A	0	N/A	0	N/A	0	0
Federal Direct Aids	0	N/A	0	N/A	0	N/A	0	N/A	0	0
Local Sales	0	N/A	0	N/A	0	N/A	0	N/A	0	0
Sale of Bonds or Loans	0	N/A	0	N/A	0	N/A	0	N/A	0	0
Total Revenues	5,974	(16.2)	7,128	(16.2)	20,771	(4.3)	21,716	(4.3)	75,974	76,344
Expenditures										
Salaries	3,285	(37.7)	2,385	(37.7)	4,343	(10.2)	3,940	(10.2)	46,407	46,658
Benefits	1,425	(4.9)	1,358	(4.9)	2,607	(4.0)	2,506	(4.0)	19,491	19,593
Purchased Services	330	35.4	511	35.4	913	12.7	1,046	12.7	6,209	6,203
Supplies & Materials	157	(15.1)	136	(15.1)	397	(1.1)	393	(1.1)	1,433	1,366
Chargebacks	0	N/A	0	N/A	0	(100.0)	(2)	(100.0)	(1,661)	(1,660)
Capital Expenditures	14	29.7	20	29.7	166	(224.7)	51	(224.7)	180	261
Debt Service	0	N/A	0	N/A	0	N/A	0	N/A	0	0
Other	3	63.6	9	63.6	40	(17.2)	34	(17.2)	(81)	(14)
Total Expenditures	5,214	(18.0)	4,419	(18.0)	8,466	(6.2)	7,968	(6.2)	71,978	72,407
Transfers In (Out)	0	N/A	0	N/A	0	N/A	0	N/A	(3,371)	(3,371)
Operating Excess (Deficit)	\$760	(71.9)	\$2,709	(71.9)	\$12,306	(10.5)	\$13,748	(10.5)	\$624	\$566

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 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017		FY2016		FY2017		FY2016		Adopted	Revised
	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Levy	0	0	0	0	0	0	0	0	487	487
Interest	0	0	0	0	0	0	0	0	0	0
Tuition, Fees, Admissions	0	0	0	0	64	18	46	488	488	488
Other Local Revenues	0	42	(42)	(100.0)	0	48	(48)	(100.0)	0	18
State Sources	220	63	157	249.1	392	115	277	240.9	9,944	10,137
Federal Aids from MDE	639	1,687	(1,048)	(62.1)	1,574	2,346	(772)	(32.9)	5,871	5,871
Federal Direct Aids	68	0	68	N/A	68	0	68	N/A	135	135
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	927	1,792	(865)	(48.3)	2,098	2,527	(429)	(17.0)	16,924	17,136
Expenditures										
Salaries	691	698	7	1.0	1,012	1,040	28	2.7	8,889	8,944
Benefits	285	275	(10)	(3.5)	505	496	(9)	(1.9)	4,558	4,544
Purchased Services	92	46	(46)	(100.6)	120	94	(26)	(27.1)	753	879
Supplies & Materials	36	78	42	54.3	81	89	8	8.6	626	723
Chargebacks	0	0	0	N/A	0	1	1	100.0	1,269	1,269
Capital Expenditures	8	5	(3)	(50.0)	9	11	2	19.9	80	108
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	4	4	0	9.6	4	9	5	54.9	750	720
Total Expenditures	1,114	1,106	(8)	(0.8)	1,731	1,740	9	0.5	16,924	17,186
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$188)	686	(874)	(127.4)	\$367	\$787	(\$420)	(53.4)	\$0	(\$50)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017		FY2016		FY2017		FY2016		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%	\$	\$
Lewy	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	0		0		1	9.5	0		5	5
State Sources	0		0		0		0		166	166
Federal Aids from MDE	18		58	(68.9)	165		247	(82)	2,371	2,371
Federal Direct Aids	0		0		0		0		0	0
Local Sales	6		13	(51.8)	11		19	(8)	1,198	1,198
Sale of Bonds or Loans	0		0		0		0		0	0
Total Revenues	25		71	(65.1)	178		267	(89)	3,740	3,740
Expenditures										
Salaries	55		48	(14.6)	119		132	13	1,182	1,182
Benefits	23		21	(11.1)	50		49	(1)	459	459
Purchased Services	5		1	(415.9)	20		9	(11)	83	83
Supplies & Materials	87		82	(6.4)	125		120	(5)	2,172	2,172
Chargebacks	0		0		0		1	1	168	168
Capital Expenditures	2		1	(66.5)	21		5	(16)	34	57
Debt Service	0		0		0		0	0	0	0
Other	(3)		0		(3)		1	4	15	15
Total Expenditures	170		153	(10.9)	333		317	(16)	4,114	4,137
Transfers In (Out)	0		0		0		0	0	0	0
Operating Excess (Deficit)	(\$145)		(\$82)	(76.6)	(\$155)		(\$50)	(\$105)	(\$374)	(\$397)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-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	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	69	0	69	N/A	69	0	69	N/A	5	74
State Sources	407	0	407	N/A	1,168	535	633	118.3	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
Total Revenues	477	0	477	N/A	1,237	535	702	131.2	5,817	5,886
Expenditures										
Salaries	71	(4)	(75)	(1,877.5)	148	69	(79)	(114.7)	1,257	1,257
Benefits	46	41	(5)	(11.9)	86	72	(14)	(19.9)	839	839
Purchased Services	172	110	(62)	(56.6)	114	141	27	19.3	3,884	3,884
Supplies & Materials	21	9	(12)	(132.8)	36	26	(10)	(38.8)	384	389
Chargebacks	0	0	0	N/A	0	0	0	N/A	1	1
Capital Expenditures	189	0	(189)	N/A	276	176	(100)	(56.6)	181	245
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
Total Expenditures	500	156	(344)	(220.2)	660	484	(176)	(36.4)	6,547	6,616
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$23)	(\$156)	\$133	85.4	\$577	\$51	\$526	1,031.6	(\$730)	(\$730)

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	\$0	\$0	\$0	\$0	\$945	\$945	
Interest	0	0	0	0	0	0	0	0	
Tuition, Fees, Admissions	162	137	25	450	386	64	1,596	1,596	
Other Local Revenues	7	33	(26)	10	62	(52)	98	99	
State Sources	305	411	(106)	684	518	166	2,384	2,384	
Federal Aids from MDE	7	116	(109)	7	120	(113)	163	163	
Federal Direct Aids	694	0	694	694	0	694	1,934	1,934	
Local Sales	0	0	0	0	0	0	0	0	
Sale of Bonds or Loans	0	0	0	0	0	0	0	0	
Total Revenues	1,176	697	479	1,846	1,086	760	7,121	7,122	70.0
Expenditures									
Salaries	263	250	(13)	409	396	(13)	3,767	3,767	(3.4)
Benefits	114	105	(9)	216	201	(15)	1,593	1,593	(7.4)
Purchased Services	86	88	2	172	190	18	1,204	1,194	9.7
Supplies & Materials	23	15	(8)	50	62	12	296	296	20.1
Chargebacks	0	0	0	0	0	0	260	260	N/A
Capital Expenditures	0	0	0	10	0	(10)	7	18	N/A
Debt Service	0	0	0	0	0	0	0	0	N/A
Other	13	2	(11)	13	3	(10)	181	181	(336.0)
Total Expenditures	498	460	(38)	869	852	(17)	7,308	7,309	(2.0)
Transfers In (Out)	0	0	0	0	0	0			N/A
Operating Excess (Deficit)	\$678	\$237	\$441	\$976	\$234	\$742	(\$188)	(\$188)	317.3

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	\$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	2	(0)	(21.3)	4	4	9.9	17	17
State Sources	125	0	N/A	361	163	121.7	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	0	N/A	1	100	(98.9)	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	127	2	6,227.6	367	267	100	3,374	3,374
Expenditures								
Salaries	59	60	1.9	159	164	5	815	815
Benefits	24	23	(5.7)	81	73	(8)	328	328
Purchased Services	12	22	45.5	55	35	(20)	356	328
Supplies & Materials	5	0	N/A	23	0	(23)	487	491
Chargebacks	0	0	N/A	0	0	0	0	0
Capital Expenditures	262	98	(167.3)	2,001	991	(1,010)	4,647	4,920
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	N/A	4	0	(4)	8	8
Total Expenditures	362	203	(78.4)	2,323	1,263	(1,060)	6,639	6,889
Transfers In (Out)	0	0	N/A	0	0	0	3,371	3,371
Operating Excess (Deficit)	(\$236)	(\$201)	(17.2)	(\$1,956)	(\$996)	(\$960)	\$106	(\$144)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance	Variance	FY2017	FY2016	Variance	Variance	\$0	\$0
Levy	\$0	\$0		N/A	\$0	\$0		N/A		
Interest	0	0	(0)	(100.0)	0	0	(0)	(103.8)		
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	7	0	7	N/A	12	0	12	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	7	0	7	6,363.5	12	0	12	11,207.7	0	0
Expenditures										
Salaries	1	6	5	84.4	10	17	7	39.7	0	0
Benefits	0	2	2	86.4	5	6	1	24.8	0	0
Purchased Services	0	23	23	100.0	0	37	37	99.9	0	0
Supplies & Materials	0	2	2	100.0	0	12	12	100.0	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	384	413	29	7.0	1,454	566	(888)	(157.0)	1,547	1,898
Debt Service	0	0	0	100.0	0	0	0	0.0	0	0
Other	0	0	0	N/A	0	4	4	100.0	0	0
Total Expenditures	385	446	61	13.6	1,469	642	(827)	(128.8)	1,547	1,898
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$379)	(\$446)	\$67	15.1	(\$1,458)	(\$642)	(\$816)	(127.0)	(\$1,547)	(\$1,898)

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	\$0	N/A	\$0	\$0	\$0	N/A	\$17,655	\$17,655
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	0	0
State Sources	24	194	(170)	(87.4)	417	551	(134)	(24.3)	2,261	2,261
Federal Aids from MDE	0	0	0	N/A	466	0	466	N/A	0	0
Federal Direct Aids	0	485	(485)	(100.0)	0	485	(485)	(100.0)	933	933
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	94,127	0	94,127	N/A	0	218
Total Revenues	24	679	(655)	(96.4)	95,010	1,036	93,974	9,070.9	20,849	21,067
Expenditures										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	4,633	5,222	589	11.3	22,446	22,664
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	0	N/A	4,633	5,222	589	11.3	22,446	22,664
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$24	\$679	(\$655)	(96.4)	\$90,377	(\$4,186)	\$94,563	2,259.0	(\$1,598)	(\$1,598)

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	\$0	\$0	N/A
Interest	0	0	N/A	0	0	N/A	16	16	N/A
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	N/A
Other Local Revenues	0	0	N/A	0	0	N/A	200	200	N/A
State Sources	0	0	N/A	0	0	N/A	0	0	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
Total Revenues	0	0	N/A	0	0	N/A	216	216	N/A
<u>Expenditures</u>									
Salaries	0	0	N/A	0	0	N/A	0	0	N/A
Benefits	0	0	N/A	0	0	N/A	200	200	N/A
Purchased Services	0	0	N/A	0	0	N/A	0	0	N/A
Supplies & Materials	0	0	N/A	0	0	N/A	0	0	N/A
Chargebacks	0	0	N/A	0	0	N/A	0	0	N/A
Capital Expenditures	0	0	N/A	0	0	N/A	0	0	N/A
Debt Service	0	0	N/A	0	0	N/A	0	0	N/A
Other	0	0	N/A	0	0	N/A	0	0	N/A
Total Expenditures	0	0	N/A	0	0	N/A	200	200	N/A
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	N/A
Operating Excess (Deficit)	\$0	\$0	N/A	\$0	\$0	N/A	\$16	\$16	N/A

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	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	183	180	1.7	263	278	(5.4)	825	825
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	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	183	180	1.7	263	278	(5.4)	825	825
Expenditures								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	(8)	(10)	(23.7)	121	123	1.4	700	700
Purchased Services	5	4	(19.3)	14	13	(10.1)	54	54
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	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	0	0	N/A	0	0
Total Expenditures	(3)	(6)	(52.4)	136	136	0.3	754	754
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	\$186	\$186	(0.1)	\$127	\$142	(10.3)	\$71	\$71

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

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

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 09/30/2016

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
09/09/2016	V107231	DULUTH TEACHERS CREDIT	7,266.00
09/09/2016	V106637	EBC - FLEX EFT	10,364.76
09/09/2016	V106636	EBC - TSA EFT	71,392.73
09/09/2016	V79771	EDUCATION MN CLERICAL EFT	338.80
09/09/2016	V102915	FEDERAL 941 PR TAXES	525,563.47
09/09/2016	V108066	MG TRUST	94,499.62
09/09/2016	V05173	MN CHILD SUPPORT EFT	1,790.05
09/09/2016	V108320	MN DEPT OF REVENUE EFT	401.16
09/09/2016	V102916	MN STATE PR TAXES	86,718.14
09/09/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	55,174.90
09/09/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	256,159.46
09/09/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,299,310.20
09/23/2016	V107231	DULUTH TEACHERS CREDIT	7,436.61
09/23/2016	V106637	EBC - FLEX EFT	11,721.51
09/23/2016	V106636	EBC - TSA EFT	71,899.26
09/23/2016	V102915	FEDERAL 941 PR TAXES	558,370.70
09/23/2016	V108066	MG TRUST	128,823.47
09/23/2016	V05173	MN CHILD SUPPORT EFT	1,794.05
09/23/2016	V108320	MN DEPT OF REVENUE EFT	614.11
09/23/2016	V102916	MN STATE PR TAXES	90,619.70
09/23/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	81,736.11
09/23/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	256,256.92
09/23/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,455,717.94
09/27/2016	V06645	MEDICA HEALTH PLAN (EFT)	183,591.60
09/27/2016	V106638	PEIP - HLTH EFT	1,246,219.48
09/27/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	75,010.20
09/27/2016	V104923	HARRIS BANK	23,834.36
			6,602,625.31

**ISD 709 – Duluth Public Schools
GF Investment Activity for FY 2017
As of September 30, 2016**

Beginning Investment Balance (August 31, 2016): **\$ 10,076,829.61**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
09/08	MN Trust Term Series	PMA	10/11/16	0.55%	\$ 1,000,000.00
09/26	MN Trust Term Series	PMA	10/31/16	0.60%	1,500,000.00

Total Purchases **\$ 2,500,000.00**

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
09/26	MN Trust Term Series	PMA	09/26/16	0.53%	\$ 2,000,000.00

Total Maturities **\$ 2,000,000.00**

Other items:

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

Deduct:	Transaction Fees/Other	81.63
	Market Value Adjustment	0.00

Total Other **\$ - 81.63**

Ending Investment Balance (September 30, 2016) **\$ 10,576,747.98**

Note: Ending Investment Balance as of September 30, 2015 was \$ 8,847,825.57

Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2017
November 2016

Grade Levels	Nov Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	PRELIMINARY EOY APU 1516
KG	547	0.984950354610	538.77	1.00	538.77	555.51
HK	58	1.153802816901	66.92	1.00	66.92	81.92
Gr 1-3	1936	0.994514963880	1925.38	1.00	1925.38	1927.37
Gr 4-6	1749	0.984520316027	1721.73	1.00	1721.73	1744.57
Gr 7-8	1148	0.970835936744	1114.52	1.20	1337.42	1323.83
Gr 9-12	2775	0.917145813966	2545.26	1.20	3054.32	3137.24
Sub-Total	8213.00				8644.54	8770.44
Other APU Generators						
	Nov Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
Early Childhood	194	0.44628624	86.58	1.000	86.58	87.08
Early Childhood Details	Final Count	Nov 1 Count	Final PU			
13-14	368	183	83.09			
14-15	371	201	93.34			
15-16	367	206	86.61			
16-17*		194	86.58			
Resident Tuition**						
Resident Tuition Details		Total APU			34.50	
13-14		36.47				
14-15		32.9				
15-16		34.14				
16-17*		34.50				
ALC**						
ALC Details		Total APU			258.79	
13-14		237.86				
14-15		278.11				
15-16		260.4				
16-17*		258.79				
Projected Total APU					8731.12	8857.52
Budgeted APU					8778.60	
Net					-47.48	

* Projected

** Included in Grade level projections

Fundraisers for October 2016

School	Organization	Function
Denfeld	Girls Soccer	Selling cookie dough, pies, meats
Denfeld	Robotics	Glossy Paper, Lego Camp, Schwan's, Chipotle
Denfeld	Health Occupations	Sales of Boo Grams
Denfeld	Key Club	Younkers Coupon Books
Denfeld	Key Club	Coin Wars
Denfeld	Key Club	Lanyard Sales
Denfeld	Volleyball	\$5 Subway Cards
Duluth East	Duluth East Key Club	Camp in a Box
Homecroft	School-wide	Catalog Sales
Lakewood	5th grade	Calendar and candy bar sales
Lakewood	School-wide	Meat stick sales
Lester Park	School-wide	Art in the Alley (10% of items sold)
Lester Park	School-wide	Lifetouch Student Pictures
Lester Park	School-wide	Lifetouch Student Pictures
Lester Park	School-wide	Chip Shoppe/Cherrydale fundraiser; students sell miscellaneous food and non-food items
Lincoln Park	Field Trip Fundraiser/Sped	McTeacher Night
Lincoln Park	SpEd	Shoparoo
Myers-Wilkins	Scholastic Book Fair	Scholastic Book Fair
Ordean-East	Library	Scholastic Book Fair
Ordean-East	Garden Club	Pumpkins grown in garden

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 for those students that are eligible based on both service area criteria and behavior expectations. Riding the school bus for students is a privilege.

Commented [JMD1]: New word ng

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:

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

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.

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)

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

707R TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

The following guidelines will govern the transportation of public school students consistent with the requirements of law.

- I. The following are specific rules and regulations relative to determining student eligibility and route scheduling for transportation of Duluth Public Schools students:**
- A. **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.**
 - B. **Distance shall be measured from the residential address of each transported student to the nearest school student entrance by an official school odometer.**
 - C. **School administrators desiring confirmation of the various mileage limits should contact the Transportation Manager.**
 - D. **A ~~zoned~~ non-specific 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) indicating approximate areas of bus service within the school attendance area, shall be made available by the Transportation Manager upon request. ~~of the principals.~~**
 - E. **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.**
 - F. **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.**
 - G. **Elementary school children attending child care facilities and Key Zone sites outside their residential attendance area may apply for**

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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.

- H. **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.**
- I. **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.**
- J. **Identification passes issued to secondary students for transportation on Duluth Transit Authority vehicles can be replaced. A cost will be charged for replacement.**
- K. **Vocational center students shall be provided transportation to and from their school of resident attendance.**
- L. **The school bus will stop at designated discharging and receiving points within a reasonable distance of students' homes to receive and discharge students.**
- M. **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.**

II. 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.

~~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 **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.

IV. NO EMPLOYEE TRANSPORTATION OF STUDENTS WITH PERSONAL VEHICLES

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.

Non-regular and non-scheduled 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

**710R EXTRACURRICULAR, CURRICULAR AND CO-CURRICULAR
TRANSPORTATION**

The following guidelines will govern the management of extracurricular, curricular and co-curricular transportation:

- I. Secondary Schools For any Activity Paying an Activity Fee**
- A. 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:**
- 1. Trips under two miles from the home school.**
 - 2. 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).**
- B. 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~~ the current distance standard shall be made in a coach.**
- C. Trips which are less than the current distance standard ~~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.**
- D. 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:**
- 1. 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).**

Commented [JMD1]: New word ng

Commented [JMD2]: New word ng

2. No more than two trips per school to National Forensics League (NFL) sponsored activities at the district level will be funded.

- E. Transportation shall not be provided for regular practice sessions on the school's designated practice area.**
- F. 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.**
- G. 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.**
- H. The head and/or assistant coach/advisor must accompany and supervise the group in the bus.**
- I. 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.**

II. Secondary Schools For Any Activity Not Paying an Activity Fee

Funding for non-participation fee paying groups shall be established annually as part of the budget process.

Each school shall be funded up to a maximum of:

A. ~~Academic field trips:~~

- 1. ~~Senior high school — \$XXXX~~**
- 2. ~~Middle school — \$XXXX~~**
- 3. ~~Secondary Vocational — \$XXXX~~**

B. ~~Academic Clubs for which a stipend is approved~~

- 1. ~~Senior high school — \$XXXX~~**
- 2. ~~Middle school — \$XXXX~~**

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

Commented [JMD3]: New word ng

- ~~1. Senior high school — \$XXXX~~
- ~~2. Middle school — \$XXXX~~

~~D. 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.~~

~~III. Secondary Schools Implementation Procedures~~

- ~~A. 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.~~
- ~~B. The principal will submit a transportation budget for the following year to the Director of School Operations and the Superintendent by April 15.~~
- ~~C. The transportation allocation for participation fee paying groups may vary from school to school.~~
- ~~D. The transportation allocation for curricular, club, and performing group trips shall be an equal and fixed amount per school.~~

~~IV. 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:~~

- ~~A. A specific number of trips will be allocated to each elementary classroom by August 1 preceding the school year to which this allocation applies.~~
- ~~B. 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.~~

- ~~C. 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.~~
- ~~D. Fund raising, apart from the allocation, for the purpose of supplementing the school's curricular allocation shall not be permitted.~~
- ~~E. An evaluation of the allocation's use shall be carried on each year by the Director of Finance.~~
- ~~F. 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:

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

~~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~~

TO: Bill Hanson

FROM: Mike Johnson
Transportation Manager

RE: Voyageur Bus Company Contract

DATE: November 2, 2016

The current contract with the Voyageur Bus Company for the Transportation of students calls for a CPI adjustment each year after the base year – 2014.15. Under the current contract the district has the right to renew and negotiate additional one-year terms. We have negotiated with the Voyageur Bus Company and have reached a tentative agreement subject to approval.

Current contract language bases an increase in the contract rate on the CPI-Minneapolis/St. Paul - All Items Less Fuel. The CPI increase for the 1st half of 2016 over the 1st half of 2015 was 2.3%. I recommend approval of this increase for the 2016.17 school year.

The contract also allows for CPI increases in future years. I recommend approval of the CPI adjustment, rate to be determined after 1st half 2017, for school year 2017.18.

Cc Michael Krois, Voyageur Bus Company

ISD 709 - Voyageur Bus	Actual	Actual	Proposed	Proposed
Rate Negotiation Discussion 2016.17, 2017.18	Base Rate	All Less E	All Less E	All Less E
School Year	2014-15	2015-16	2016-17	2017.18
CPI Mpls St Paul All Items Less Energy		1.10%	2.30%	CPI - TBD
<u>Type A Buses</u>				
Bus routes 4 hrs or less	\$253.12	\$255.90	\$261.79	
Bus routes between 4 & 5 hours	\$257.86	\$260.70	\$266.69	
Bus routes over 5 hours / per 15min	\$10.00	\$10.11	\$10.34	
<u>Type C Buses</u>				
Bus routes 4 hrs or less	\$253.12	\$255.90	\$261.79	
Bus routes between 4 & 5 hours	\$257.86	\$260.70	\$266.69	
Bus routes over 5 hours / per 15min	\$10.00	\$10.11	\$10.34	
Half Day Rate - AM 50% of full day rate	50%AM	50%AM	50%AM	50%AM
PM 65% of full day rate	65%PM	65%PM	65%PM	65%PM
Mid-day up to 1.0 hours	\$54.72	\$55.32	\$56.59	
Mid-day up to 1.5 hours	\$75.99	\$76.83	\$78.59	
Mid-day up to 2.0 hours	\$97.11	\$98.18	\$100.44	
Mid-day up to 2.5 hours	\$117.26	\$118.55	\$121.28	
Late Activity	\$43.51	\$43.99	\$45.00	
Wheel Chair Bus add'l per day	\$12.00	\$12.13	\$12.41	
Assistant (14.15 and 15.16 rates set in agreement)	\$19.65	\$21.00	\$21.48	
In-district charter (per hour, 2 hr min) wait time	\$46.36	\$46.87	\$47.95	
Out-district charter (under 30 miles, 4 hours) additional miles	\$144.08	\$145.66	\$149.02	
wait time	\$1.94	\$1.96	\$2.01	
	\$20.92	\$21.15	\$21.64	
Out-district charter (over 30 miles) wait time	\$1.94	\$1.96	\$2.01	
	\$20.92	\$21.15	\$21.64	
Overnight expenses	\$186.50	\$188.55	\$192.89	
Trailer charge	\$74.50	\$75.32	\$77.05	
All routes outside District / per mile	\$1.94	\$1.96	\$2.01	
Snow Day	\$10,000.00	\$10,110.00	\$10,342.53	
Base Year is 2014.15 - Increase is CPI Mpls St Paul All Items Less Energy	Base	CPI	CPI	
Fuel base (+ 10%)	\$1.25	\$1.26	\$1.29	
Camera Option (per bus/day)	\$5.00	\$5.06	\$5.17	
GPS Option (per bus/day)	\$2.50	\$2.53	\$2.59	

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and Krista Harju 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 September 6, 2016, and shall remain in effect until June 10, 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.** (see attachment)
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 at the rate of \$62.00 per hour and not to exceed 30 hours per week for a maximum of 34 weeks not to exceed \$63,240. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis. This invoice must be submitted within 10 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Head Start, ISD 709, 2102 N. Blackman Avenue, Duluth, MN 55811. 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 5870 Highway 2, Duluth MN 55810

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

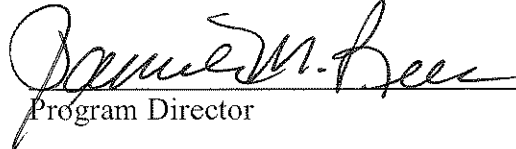
CONTRACTOR

Chair

 Krista Harju, MSW,
Name LGSW,
M.Ed.

Clerk

Mental Health Consultant
Title

 _____
Program Director

Taxpayer Identification Number

Director of Budget and Finance

Contract Purpose

The Mental Health Consultant (MHC) provides consultations to staff and parents, and observations and written reports of individual and groups of children to the classroom staff and Disabilities/Mental Health Coordinator in order to promote the social and emotional well-being of children in Head Start. This position fulfills the requirements of the Office of Head Start for Mental Health Consultation.

Contract Requirements

1. The MHC will complete behavioral health observations and submit subsequent written reports for children referred by the D/MH Coordinator in order to:
 - a. Provide informal behavioral health assessment information for child either with an elevated ASQ: SE and indication from the teacher that there are behavioral concerns in the classroom; or report from the teacher that the child's behavior is not responding to strategies from the Head Start Behavior Guidance Policy.
 - b. Schedule follow up meetings with classroom staff and parent(s) to talk about findings from the observation and offer suggestions and strategies for helping the child function more successfully in the classroom (and/or at home.) (Child Action Plan)
 - c. Consult with D/MH Coordinator to refer children/families as needed for further mental health assessments either through community mental health services or Early Childhood Special Education, ISD #709
2. The MHC may be asked to re-visit the classrooms a few weeks after the initial observations in order to:
 - a. Re-look at the child and identify changes in classroom behavior.
 - b. Provide follow-up information to the teacher and family advocate that can be shared with parents.
3. The MHC will occasionally be asked to make whole class observations and submit subsequent written reports in order to look at group dynamics and other issues when several children have behavior issues. (Classroom Action Plan). The MHC will follow up with a meeting with the classroom team to devise strategies and discuss relationship issues within the team and within the group.
4. The MHC will consult with Family Advocates on an as-needed basis to assist them in working with parents who have concerns about their children's behavior.
5. The MHC will meet with the Head Start Director and/or D/MH Coordinator regularly to:
 - a. Assess the efficacy of the Classroom Observation model in terms of meeting individual child and family needs and to identify possible changes and adaptations as needed.

- b. Identify other needed services for Head Start and make plans to develop them, such as training staff, attending mental health workshops, or providing input into the MH Service Plan and PIR for Duluth Head Start.
6. The Mental Health Consultant will be responsible to report to the Head Start Director on a monthly basis to discuss the referrals and supports given to families and staff.
7. Twice per contract year, the Mental Health Consultant and the Head Start Director will document with the progress of expectations stated above. This is our opportunity to ensure all documentation is being completed on a timely basis, discuss feedback from families and staff and complete required grant reporting on Mental Health services for all State, Federal and local funders providing payment to the consultant.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION
Congdon	Xin Liang	\$300.00	Art Department
Congdon	Anonymous	\$600.00	Art Department
Denfeld	Duluth Softball Club, Inc.	\$5,000.00	To promote and expand opportunities for girls fast pitch softball in the Duluth area
Denfeld	Great Denfeld AGY Class of 1965	\$4,000.00	For various teachers for various supplies
HOCHS	Northern Business Products	In kind	No
Homecroft	Wells Fargo	\$65.00	No
Homecroft	Jacob & Katherine Dryke	\$100.00	No
Homecroft	Allen Klingsporn & Pauline Russell	\$50.00	No
Homecroft	Anonymous	\$20.00	No
Laura MacArthur	McDonald's	\$531.63	No
Laura MacArthur	Network for Good	\$100.00	No
Laura MacArthur	Maurices	In-kind	No
Lester Park	Jan Pilon	In kind	No
Lester Park	Gayle Koop	\$50.00	No
Lester Park	Catherine Nachbar	\$25.00	No
Lester Park	Lori Amundson	\$50.00	No
Lester Park	Anonymous	In kind	No
Lincoln Park	Maurices	In kind	No
Myers-Wilkins	JoAnn Fabrics	\$2,000.00	No
Myers-Wilkins	Kelly Erickson	\$500.00	Media Center
Ordean-East	Maurices	\$25.00	No

Ordean-East	PG&E Corp Foundation	\$249.00	No
Ordean-East	PG&E Corp Foundation	\$249.00	No
Ordean-East	PG&E Corp Foundation	\$249.00	No
Ordean-East	Target	\$226.70	No
Ordean-East	Ordean East PTA	\$500.00	Greenhouse
Ordean-East	Carmen K Arnold	\$100.00	Greenhouse
	Total	\$14,990.33	

RESOLUTION

Authorized Bank Account Signer – October 2016

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

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
Congdon Park	North Shore	XXXX4030	Mikilia Carroll	Jacqueline Dolentz

Expenditure Contracts Signed – October 2016

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

Expenditure Contracts

Name	Amount	Source	Description
Charles Smith	\$3,000.00	American Indian Education	Ojibwe language and curriculum materials
John Morrow	\$10,000.00	American Indian Education	Culturally based activities and Ojibwe style drumming instruction
Michael Santiago	\$1,500.00	American Indian Education	Performances and education
Sarah Agaton-Howes	\$3,000.00	American Indian Education	Culturally based activites
Frontline Education	\$209.00	Asst. Supt.	Focus for Observers – annual subscription – Calibration
G&K Services	\$5,000.00	CTE-East	Linens, etc. For Food for Thought Restaurant
Fond du Lac Tribal & Community College	\$18,000.00	Curriculum	College in the Schools (CITS) program
Lake Superior College	\$13,500.00	Curriculum	College in the Schools (CITS) program
Joan Sargent	\$5,616.00	Denfeld	Intercultural Leadership Retreat
Duluth Entertainment Convention Center (DECC)	\$2,640.00	East	Holiday Concert 2016
Daniel Oyinloye	\$7,000.00	Education Equity	Be Heard Student Workshops
Kristi Burton	\$1,000.00	Education Equity	Denfeld invASIAN club
Welch Center dba Valley Youth Centers	\$500.00	Education Equity	2016 Hmong New Year Celebration
Winifred Jackson	\$5,000.00	Education Equity	Lacrosse day professional development for PhyEd teachers and meetings with parents/students
A-1 Fence	\$6,000.00	Facilities	Fence at Stowe Elementary
Johnson Controls	\$443.00	Facilities	Chiller repair at Homecroft Elementary
Johnson Controls	\$2,004.08	Facilities	Oil heaters at Homecroft Elementary
Johnson Controls	\$5,433.00	Facilities	Annual required maintenance parts for chillers
Johnson Controls	\$7,112.00	Facilities	Required 5-year maintenance on York YCIV's and YCAV
YWCA Early Childhood Center	\$14,000.00	Head Start	Head Start and Early Head Start services

School Datebooks	\$328.78	Lester Park	Datebook purchase for students
Pitney Bowes	\$23,997.60	Purchasing	5 year lease for mailroom postage meter
University Nursery School – College Street	\$2,376.00	Special Services	Preschool programming required by student IEP
University Nursery School – HH	\$2,304.00	Special Services	Preschool programming required by student IEP

AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/18/16, and shall remain in effect until 8/30/17, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide the development of Ojibwe language curriculum materials and presentations for staff and students on the Ojibwe language. The contractor will also work with staff on the implementation of Ojibwe language curriculum materials through professional development.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse contractor for its services and expenses in performing said obligations at an hourly rate of \$50.00 (Fifty dollars)/hour up to a sum not to exceed \$3,000.00, (Three Thousand 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:

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

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

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

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

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

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

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

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

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

125 Jarvis Rd
Charles Smith Cloquet, MN 55720

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

12. **Modification or Amendment.** No amendment, change or modification of this

Agreement shall be valid unless in writing signed by the parties' hereto.

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

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

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

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

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

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

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

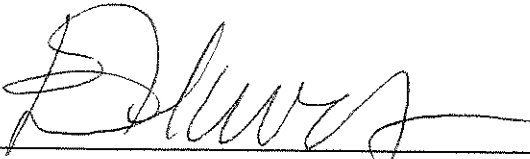
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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


Contractor Signature

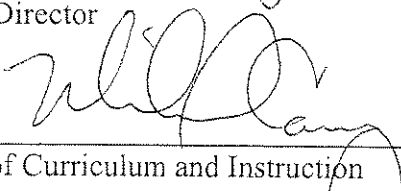
SSN/ Tax Identification Number

10-19-16
Date




Program Director

10/19/16
Date



Director of Curriculum and Instruction

10/27/16
Date



Director of Business Service / Superintendent of Schools

10/28/16
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 20th of September, 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and John Morrow, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 09/20/16, and shall remain in effect until 8/30/17, 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.** John Morrow will provide culturally based activities and Ojibwe style drumming instruction for DPS students through the American Indian Education Department. Fee for Cultural presentation will be Fifty Dollars per session. Fee for teaching singing/drumming will be Seventy-five Dollars per session.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed Ten Thousand 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:

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education office, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 10715 W. Daycare Dr. Hayward WI 521843

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.

John Morison
Contractor Signature

SSN/ Tax Identification Number

10/4/10
Date

Program Director *D. Hurro*

9/22/16
Date

Director of Curriculum and Instruction *M. P. Cany*

10/10/16
Date

Director of Business Service / Superintendent of Schools *W. C. Hanson*

10/19/16
Date

AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 10th, 2016 and shall remain in effect until June 30th, 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.** The group of Oneida / Haudenosaunee dancers will present the Kanehelatu`ksla, which is an address spoken in the Oneida language. They will do performances for Duluth Public Schools through American Indian Education Program, The presentation will include the social dances that are appropriate for the seasons. With each dance and song the group will explain the significance and history of the social dances to the Haudenosaunee people. They will give a brief history of the six nations tribes and their demonstration of established structured societies which were vital in developing the United States government. 3 dancers belong to this group/\$600.00 (Six Hundred Dollars) per day/per group.

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 \$1,500.00 (One Thousand Five Hundred dollars). The cost per performance is \$600.00 (Six Hundred dollars) per day and mileage. 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;

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail: Michael Santiago 2744 Powless Drive. De Pere, WI 54115

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

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.

Michael Santiago
Contractor Signature _____ SSN/ Tax Identification Number _____ 10-17-16
Date

[Signature]
Program Director _____ 10/25/16
Date

[Signature]
Director of Curriculum and Instruction _____ 10/27/16
Date

W. Hanson
Director of Business Services / Superintendent of Schools _____ 10/28/16
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of October by and between Independent School District #709, a public corporation, hereinafter called District, and Sarah Agaton-Howes, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/18/16, and shall remain in effect until 8/30/17, 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.** Sarah Agaton-Howes will provide culturally based activities and instruction for DPS students through the American Indian Education Department. Fee for Cultural presentation will be \$50.00 (Fifty Dollars) per session. Sarah is a well known Ojibwe artist both locally and nationally.
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 \$3,000.00 (Three Thousand 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:

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education office, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 1245 Northrup Road

Croquet MN 55720

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

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

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

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

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

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

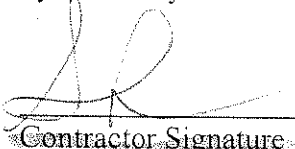
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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



Contractor Signature

SSN/Tax Identification Number

10/24/14
Date

[Handwritten signature]

Program Director

10/28/14

Date

[Handwritten signature]

Director of Curriculum and Instruction

10/28/14

Date

[Handwritten signature]

Director of Business Service / Superintendent of Schools

10/28/14

Date



Exhibit A - Frontline Customer Order Form⁷⁷

CD988226
MSA3547
10/10/2016
P: 610-722-9745 | F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

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

Contact: Amy Starzecki
Title: Assistant Superintendent
Phone: (218) 476-2285
Email: Amy.Starzecki@lsd709.Org

Order Form Details:

Pricing Expiration: 01/08/2017
Account Manager: Timothy Jarotkiewicz

Initial Term: 2016-2017 / 2017-2018
Subscription Start Date: 15
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: Upsell

Pricing Overview:

Startup Cost: One-Time cost due at signing	\$10.00
Annual Subscription: Recurring Cost	\$199.00

Itemized Description	Unit Price	Qty	Total
Activation Fee	\$10.00	1	\$10.00
Focus for Observers - Annual Subscription - Calibration	\$199.00	1	\$199.00

Amount Due at Signing (Startup Cost) \$10.00

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

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

Tax Exempt Number:



Exhibit A - Frontline Customer Order Form⁷⁸

CD988226

MSA3547

10/10/2016

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

1400 Atwater Drive Malvern, PA 19355

PROFESSIONAL GROWTH:

1. Payment.

1. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline as stated on the front of this Order Form; but if Customer terminates this Order Form 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 Order Form, will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of this Order Form. 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 Order Form, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item of this Order Form 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 Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.
2. 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 Order Form and any ETS agreement or the ETS Terms of Use, this Order Form governs.](http://www.etsvideo.mylearningplan.com/terms.html#/)

MSA3547

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of last signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form (s) and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined in Section 1.2 below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. Should any of terms of this Agreement conflict with any of the terms in an applicable Order Form, the terms of this Agreement shall prevail.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>Email: _____</p> <p>Date: _____</p>	<p>Duluth School District 709</p> <p>Signature: <u>Bill Hanson</u></p> <p>Name: <u>BILL HANSON</u></p> <p>Title: <u>CEO</u></p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>Email: _____</p> <p>Date: <u>10/11/16</u></p>
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Attached: Terms and Conditions of Agreement
Exhibit A: Executed Order Forms

Please email or fax ALL PAGES of the signed MSA to tjarotkiewicz@frontlineed.com or 888.492.0337.

MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

- 1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work, as well as Customer-specific terms set forth in Exhibit B, if any), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by end users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof; (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer.
- 1.2. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement, unless otherwise specifically agreed by the Parties in writing. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.3. Software Administrator; Maintenance Windows. 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 provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.4. Customer Content. The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "Customer Content") in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including 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 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.

MSA3547

- 1.5. **Integration.** Customer may, with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.
 - 1.6. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 1.7. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.
2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law, whichever is more. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 3. **Warranties and Disclaimers.**
 - 3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
 - 3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation for ninety (90) days after delivery and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
 - 3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

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4. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials; or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and sole property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all liabilities, claims, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.
6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.
7. **Term and Termination.** Unless otherwise specified in this Agreement, the initial term of this Agreement will commence on the Effective Date and continue for a period of one year. This Agreement will automatically renew for successive one-year terms, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term. Customer may terminate this Agreement or any Order Form at any time, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, all outstanding invoices shall become immediately due and payable. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6 and 8.
8. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. Any controversy or claim arising out of or related to this Agreement, or breach thereof, shall be settled by mandatory arbitration, in accordance with the rules of the JAMS Arbitration Association and the decision of the arbitrator(s) shall be binding on the Parties thereto. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. If any of the terms of a Order Form or Statement of Work directly conflict with the terms of this Agreement (for the avoidance of doubt, where an Order Form or Statement of Work includes additional and more specific terms and conditions with respect to a concept addressed generally herein, no conflict shall be deemed to exist), the terms of the Order Form or Statement of Work shall take precedence for all Services, Work Product and Software under that Order Form or Statement of Work. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.



G&K SERVICES SERVICE AGREEMENT	G&K ADDRESS 685 OLIVE STREET ST PAUL, MN 551 130	SERVICE AGREEMENT NUMBER GKS-062036 83
CUSTOMER ADDRESS	Isd 709 - Stc 301 N 40th Duluth, MN 55804	PHONE NUMBER (218) 336-8701

This Service Agreement, including the terms and conditions set forth below and in any attached written addenda, all of which are incorporated herein by this reference (collectively, "Agreement"), is entered into by the Customer referenced above and G&K Services, Inc. or one of its affiliates or subsidiaries ("G&K"). G&K agrees to provide the services and merchandise listed in this Agreement.

G&K's Service Guarantee:

- G&K will deliver to Customer all merchandise picked-up by G&K on a regularly scheduled delivery day by the next regularly scheduled delivery day;
- G&K will clean all merchandise using high standards in laundering methods;
- G&K will inspect, repair and deliver to Customer, on the next regularly scheduled delivery day, all merchandise needing repair that can reasonably be repaired;
- G&K will deliver to Customer, on the next regularly scheduled delivery day, replacement or additional uniforms ordered of a standard size and color and which are similar size and color as those in service at Customer, provided that G&K receives the order on a regular delivery day;
- G&K will replace worn-out merchandise of a standard size and color on the next regularly scheduled delivery day with merchandise meeting G&K's high quality standards, at no additional charge to Customer, except for merchandise damaged or lost and except for garment preparation charges;
- G&K will review with Customer, Customer's account for services and merchandise as needed or upon request; and
- G&K will meet or exceed Customer's needs, and respond to any Customer service request or concern within one business day.

If G&K fails to satisfy its Service Guarantee with respect to a particular piece of merchandise or a specific service, upon receipt of written notice from Customer, G&K will promptly undertake to correct the failure and issue Customer a credit for the specific item(s) or service(s) for the applicable service period. If G&K consistently fails to satisfy its Service Guarantee, Customer agrees to deliver written details of any failure to G&K. Upon its receipt, G&K will promptly undertake to correct any such failure and will do so within 60 days. If G&K fails to correct the specific issue(s) within 60 days, Customer may terminate this Agreement by giving written notice of termination within 15 days after the end of such 60-day period, provided all amounts due G&K are paid, G&K's merchandise is returned to G&K in good and usable condition (excepting ordinary wear and tear), or replacement value is paid for all G&K's merchandise that is unreturned or damaged and/or Non-standard Merchandise (as identified in the MERCHANDISE / SERVICE ITEMS table below).

This Agreement shall be effective and binding on Customer as of the date of execution by Customer. The initial term of this Agreement shall be 12 months ("Initial Term") from the date of installation. Following the end of the Initial Term, this Agreement shall renew automatically and continuously on a year-to-year basis (each year, a "Renewal Term"), unless either party gives the other party written notice of non-renewal 90 days prior to expiration of the Initial Term or any Renewal Term or otherwise terminates this Agreement as provided herein.

1. Customer agrees to pay all amounts invoiced by G&K under this Agreement even if Customer requests reduced or no service for a particular week or weeks. If G&K has extended credit to Customer, payment terms are Net 10 Days after the end of the month in which delivery was made. A late payment charge equal to the lesser of 1.50 % per month or the highest rate permitted by law will be charged on any past due amounts. G&K may elect at any time to revoke credit and continue to provide merchandise or service only on a cash-on-delivery basis. Annually, G&K may increase amounts charged hereunder by up to 5.00% over existing amounts. G&K may also separately increase such amounts, provided that G&K will provide advance written notice to Customer in the event such separate increases are required. At any time while this Agreement is in effect, G&K will charge Customer a minimum of the greater of \$0.00 or 75% of the average weekly amounts invoiced by G&K to Customer for merchandise and service provided during (a) the first eight deliveries, or (b) any lesser period from commencement of this Agreement. Customer will also pay G&K for any of G&K's merchandise that is lost or damaged (ordinary wear and tear excepted), the price for which shall be G&K's then current replacement value.
2. All rental merchandise supplied to Customer under this Agreement remains the property of G&K. Any merchandise designated as "NOG" (or similarly) is Customer's property.
3. Customer agrees to notify G&K in writing of anything introduced onto the merchandise that may pose a health or environmental hazard or risk, or which requires unique handling, e.g., merchandise contaminated or which may be contaminated with lead or other heavy metals, bloodborne pathogens, toxic or hazardous waste or materials. G&K reserves the right not to handle or process any merchandise soiled with any such substances.
4. Absent G&K's gross negligence or willful misconduct, Customer agrees to be responsible for and hold G&K and its officers, directors, employees, agents and other representatives, harmless from any and all claims, liabilities, losses, damages, injuries or deaths arising directly or indirectly from provision of merchandise, Non-standard merchandise and/or services to Customer or the use thereof by Customer or others.
5. Customer represents that it has no commitment to any other company for services, merchandise or Non-standard merchandise described in or otherwise covered under this Agreement. Customer agrees to order from G&K all of its requirements for the type of merchandise, Non-standard merchandise and services provided by G&K to Customer under this Agreement. The individual signing this Agreement for Customer is authorized (or possesses the requisite apparent or actual authority) to enter into this Agreement on Customer's behalf.
6. Upon any termination, expiration or cancellation of this Agreement for any reason, Customer will return to G&K all of G&K's merchandise in good and usable condition (excepting ordinary wear and tear) or pay G&K's then current replacement value for any such merchandise not returned or that is returned in damaged condition, will purchase at G&K's then current replacement price all Non-standard Merchandise and will pay to G&K all amounts owed under this Agreement, including all accounts receivable, plus, if applicable, the early termination fee.
7. In the event Customer fails in any of its commitments under this Agreement or files voluntary or involuntary bankruptcy or a receiver is appointed, G&K may, at its discretion, suspend its performance or terminate this Agreement upon written notice to Customer. Customer's obligations set forth in this Agreement will survive any such termination of this Agreement, as necessary.



G&K Services enhances your company's image and safety by consistently providing superior customer service and high quality work apparel and facility products and services. Our commitment to **Service Excellence** allows you to focus on what you do best while we focus on what we do best.

As a valued customer of G&K Services, we promise you that:

- Deliveries are complete, on time, and in good repair
- Billing is simple, accurate, and predictable
- Your needs are met promptly

Delivering Uniform Service Excellence:

8. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ANY MERCHANDISE, NON-STANDARD MERCHANDISE OR SERVICES ARE BEING PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE MANNER AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR SELECTING THE TYPE AND AMOUNT OF MERCHANDISE, NON-STANDARD MERCHANDISE AND/ OR SERVICES HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES SUPPLIED UNDER THIS AGREEMENT ARE SUPPLIED FOR GENERAL PURPOSES, EXCEPT WITH RESPECT TO MERCHANDISE OR NON-STANDARD MERCHANDISE SPECIFICALLY IDENTIFIED AS "FIRE RETARDANT," "FLAME RESISTANT" OR FOR OTHER SPECIFICALLY IDENTIFIED SPECIAL PURPOSE. CUSTOMER HAS NOT RELIED UPON ANY REPRESENTATION BY G&K OR ITS REPRESENTATIVES IN CUSTOMER'S SELECTION OF MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES.
9. IN NO EVENT WILL G&K'S TOTAL LIABILITY RELATED TO OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO G&K FOR THE MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING ANY RELATED CLAIM. UNDER NO CIRCUMSTANCES SHALL G&K BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST WAGES, REVENUE, PROFIT, OPPORTUNITY OR DATA, OR LOSS OF USE, EXEMPLARY OR PUNITIVE DAMAGES.
10. G&K reserves the right to substitute any rental merchandise with merchandise of similar likeness
11. The Addendum to G&K Services Service Agreement shall be used to add additional merchandise or service items that do not fit onto the face of this Agreement, add additional merchandise or service items that are added after the Agreement is in effect, or to help clarify the terms of the Agreement itself.
12. No additional terms, conditions or agreements provided by Customer with any purchase order, request for service, remittance or other communication shall be binding on G&K regardless of whether signature is required.
13. This Agreement, and any claim or dispute between the parties arising from or relating to this Agreement, the parties' relationship, the services provided by supplier, merchandise or Non-standard merchandise provided by G&K will be governed by Minnesota law, without regard to its conflict of laws provisions. Customer agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal courts located in the County of Hennepin, State of Minnesota, and under this mandatory provision, the courts located in Hennepin County, Minnesota shall have jurisdiction and venue over Customer for this purpose. Any claim or dispute must be resolved only as provided herein. Prior to filing any legal proceeding in any court, the parties will first attempt in good faith to resolve the claim or dispute, including by negotiation at agreed upon time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Customer will reimburse G&K for all costs, including attorneys' fees and related expenses, incurred by G&K to enforce the obligations of Customer under this Agreement.
14. With the exception of Customer's payment obligations, any interruption of either party's usual operations, or delay or termination of service provided in this Agreement, whether by acts of God, fires, explosions, strikes, or other industrial disturbances, or any cause beyond the reasonable control of the affected party, will not be considered a breach of this Agreement, provided that the affected party promptly undertakes actions to correct the matter giving rise to any such interruption or delay.
15. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining terms and conditions will remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements between the parties. No waivers or statements made by any representative of G&K will be valid unless included in writing in this Agreement or otherwise agreed to in writing by the parties. No amendment to this Agreement will be binding unless in writing signed by the parties.
16. All notices permitted or required under this Agreement must be in writing and transmitted by nationally recognized postal service, personal delivery, a nationally recognized courier service, certified or registered mail, return receipt requested, facsimile (with confirmation) or, with respect to G&K, on Customer's invoice.
17. Customer may terminate this Agreement early for any reason, provided that Customer notifies G&K in writing prior to the effective date of any such termination, and complies with all the requirements of Section 6, including payment of an early termination fee. The early termination fee is calculated as follows: multiply the number of weeks remaining in the current term times an amount equal to 50.00% of the average weekly amounts invoiced by G&K to Customer during (a) the first eight deliveries by G&K to Customer, or (b) any lesser period from commencement of this Agreement. To the extent that Customer terminates this Agreement as a result of G&K's consistent failure to satisfy its Service Guarantee as set forth in this Agreement, Customer shall be required to pay G&K the amounts referenced above, excluding only the early termination fee.
18. The following applies to Non-standard Merchandise. Non-standard Merchandise consists of any flame resistant or retardant garments, high visibility garments, enhanced visibility garments, permanently embroidered garments, logo mats, or any other merchandise or service item set forth in this Agreement where the "Non-Standard" column is marked.
- Other than flame resistant or flame retardant merchandise normally stocked by G&K, Customer agrees to purchase any Non-standard Merchandise in service or in inventory for Customer upon termination of this Agreement at G&K's then current replacement price.
 - Customer is responsible for determining whether any Non-standard Merchandise is fit for a particular purpose and suitable for Customer's intended use, or the intended use of Customer's employees or others, and Customer assumes all risk and liability whatsoever in connection therewith.
 - Customer is hereby advised by G&K that certain Non-standard Merchandise may lose its properties over time as a result of a variety of factors, including repeat launderings, use of and/or damage to the merchandise. As a result, G&K makes no representation, guarantee or warranty whatsoever, including any implied warranty of merchantability or fitness for a particular purpose, that any Non-standard Merchandise will avert or prevent any particular safety occurrences or consequences which the Non-standard Merchandise may be designed to avert or prevent, whether laundered by G&K, Customer, or third parties.
 - G&K hereby disclaims, and Customer on behalf of itself, its employees and others, acknowledges and agrees that G&K shall have no liability whatsoever relating to the Non-standard Merchandise. Further, on behalf of itself, its employees and others, Customer hereby agrees to hold G&K and its officers, directors, employees, agents and other representatives, harmless from any and all claims, liabilities, losses, damages, injuries or deaths due directly or indirectly to the use, occurrences or consequences relating to the Non-standard Merchandise.

MERCHANDISE/SERVICE ITEMS

Item Description	Number of Persons/Qty	Inventory per Person/Item	Unit Price	Service Frequency	Replacement Price	Non-Std
5202-151 : PAD BAKE-WRIST (NO SPECIFIC COLOR)	10	20	0.1100	Weekly (Once a Week)	1.06	
5610-774 : NAPKIN STANDARD SIZED-ULTR SPN (MEDIUM GRAY)	100	200	0.0600	Weekly (Once a Week)	1.50	
5870-774 : TABLECLOTH 90 X 90-ULTR SPN (WHITE)	10	20	0.8800	Weekly (Once a Week)	14.04	
5825-774 : TABLECLOTH 52 X 52-ULTR SPN (WHITE)	10	20	0.4900	Weekly (Once a Week)	7.00	
5210-242 : BAR TOWEL RIBBED TERRY-HVYWGHT (WHITE)	25	50	0.0700	Weekly (Once a Week)	0.70	

5100-050 : APRON BIB POLYESTER NONPERSONAL-NO POCKET (WHITE)	10	20	0.1600	Weekly (Once a Week)	1.28	85
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Comments: Chef hats 20x.32=\$6.40

ANCILLARY FEES

AMOUNT		AMOUNT			AMOUNT	
<i>Nametag / Prep / Emblem</i>	\$0.00 / \$0.00 / \$0.00	<i>Outsize/Special Size</i>	35.00%		<i>Lockers/Soil Lockers</i>	
<i>Direct Embroidery</i>	\$0.00	<i>Environmental WW CHRG</i>	0.0%	\$0.00	<i>Auto Replacement (Wipers)</i>	0.0000%
<i>Image Guard / Prep Guard</i>	NO / NO	<i>Energy CHRG</i>	0.0%	\$0.00	<i>Auto Replacement (Flat)</i>	0.0000%
<i>Restocking Charge</i>	\$0.00				<i>Auto Replacement (Fluff)</i>	0.0000%

CUSTOMER AUTHORIZATION	G&K SERVICES AUTHORIZATION
CUSTOMER SIGNATURE ↓ <i>Bill Hanson</i>	G&K MANAGEMENT SIGNATURE
PRINTED NAME ↓ <i>Bill Hanson</i>	G&K MANAGEMENT PRINTED NAME
TITLE ↓ <i>CFO</i>	G&K MANAGEMENT TITLE
DATE ↓ <i>10/17/16</i>	G&K MANAGEMENT ACCEPTANCE DATE

Section I - Customer Information

Company Name: ISD 709 - East High School
Business Type: Education
Address: 301 North 40th Ave E
City: Duluth State/Province: Mn Postal Code: 55804

Section II - Products Being Cleaned

- uniforms, industrial aprons, linens (including bath towels, cloths, food aprons, chef hats), shop/print towels, dry mops, wet mops, gloves, butcher/counter coats/wraps, metal finishing wipers, lab coats, other, microfiber mops/dusters, mats, smocks/scrubs, fender covers

Provide a detailed description of how and where products are used in customer operations:

Normal kitchen grease.

Section III - Source of Soils

Identify the types of soil likely to be on the materials being sent to G&K for cleaning. Choose all that apply.

Soil Types:

- Petroleum-based oils, Chlorinated solvents (P- and F-listed), Other solvents, Inks/dyes, Human pathogens (bloodborne, airborne, food-borne)/ biological agents/infectious substances, Asbestos, Carcinogens/mutagens/teratogens, Pesticides (identify), Acids/bases/corrosives, Heavy metals (indicate which): lead, chromium (VI), cadmium, arsenic, nickel, silver, zinc, other

Identify all checked above:

N/A

Section IV - Solvent-Contaminated Wipes

Will any materials being sent to G&K for reconditioning be regulated as "Excluded Solvent Contaminated Wipes"? Yes No If Yes, note that G&K can not accept Solvent Contaminated Wipes unless they are in proper containers, are properly labeled and contain no free liquids, check with your State agency for more information.

Section V - Customer Assertion

The undersigned asserts that the above information is complete and accurate, that the Prohibited materials list on the reverse side of this form has been reviewed and that none of those materials will be present in the shipments offered to G&K Services. I further assert that "free liquids" will not be present in containers of any products sent to G&K.

I understand that materials present on textiles offered for shipment that have not been disclosed to a G&K representative on this form, or in writing at a later date, will be rejected until they can be further reviewed by a G&K representative. I have counseled with knowledgeable persons in my company, if necessary, to allow making these assertions.

I will inform G&K Services in the event that information provided in this form changes:

Printed Name: Bill Hanson Contact Phone: 218/336-8704
Title: CFO Contact Fax:
Signature: [Signature] Date: 10/17/16

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2016-2017 Academic Year

Fond du Lac Tribal & Community College (FDLTCC) and ISD #709 enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those that are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.
2. Teachers of college courses in high schools should have (1) a master's degree in the field to be taught; or (2) master's degree and 18 graduate credits which would apply to the field to be taught; and (3) has had at least 5 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates.
3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless the college authorizes an exception. The college mentor for the course will work with the instructor on textbook selection.
4. The course content and course outline are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.
 - A. Course plans shall be developed which address:
 - The length and number of class meetings and how they will be used to cover the subject matter of the course.
 - Class lists and procedures for adding or dropping courses. (A student may drop a course within the 25 days of the college schedule.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
 - Library resources and college writing expectations.
 - Required materials and tests.
 - Attendance policy and how it applies to grading.
 - B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:
 - At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
 - At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director, who will report to the Dean of Instruction, and to the high school principal.
 - At least one follow-up meeting between the cooperating college instructor and the high school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2016-2017 Academic Year

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor: and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

The Minnesota State Colleges and Universities (MNSCU) Board Policy stated the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

PSEO participation shall be available to juniors and seniors enrolled through a Minnesota high school, home school, or alternative-learning center who present evidence of the ability to perform college-level work. Such evidence includes the following:

A. for juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA

B. for seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA

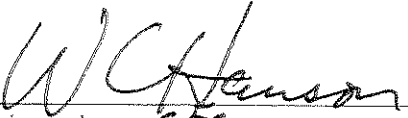
C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.

D. The accuplacer shall be administered by the college staff to high school students seeking to enroll in CITS classes. If the scores for any high school student indicate a lack of preparation for college level work, enrollment should not be approved.

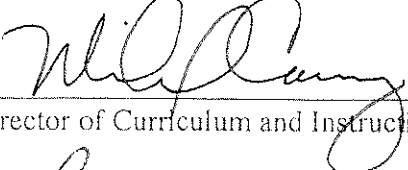
An exception to the above standards may be approved by the community college president or provost based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2016-2017 Academic Year

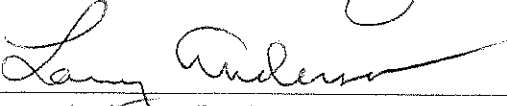
7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.
8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.
9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), and time for the instructor to plan the course and meet with the designated mentor.
10. The fee will be \$1500 for each CITS Course offered per semester. Multiple sections of the same course taught by the same instructor during the same semester will not incur an additional fee. The course will be at no cost to the student.
11. A minimum of 12 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC President.
12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.
13. High School instructors teaching CITS classes must make every effort to attend annual college professional development days provided by the college.



Superintendent *cto*



Director of Curriculum and Instruction



Larry Anderson, President
Fond du Lac Tribal & Community College

**Concurrent Enrollment
Between
Lake Superior College
And
Duluth Public Schools High School ISD # 709
2016-2017**

PURPOSE

This agreement between Duluth Public School District (ISD #709) and Lake Superior College, Duluth, Minnesota, is effective for the academic year 2016-2017. The intent of this agreement is to provide Duluth Public School students an opportunity to enroll through Concurrent Enrollment in Lake Superior College courses. The purpose for providing Concurrent Enrollment is to create a seamless educational path for area high school students. Lake Superior College is building bridges with our area high schools. Lake Superior College will work cooperatively and in partnership with high school personnel and students in the enrollment procedures, validating course competencies, and grade transcription.

COST: The cost to the high school is **\$1,500 per course/teacher**. The cost will cover all sections taught at Duluth Public Schools. The total cost is **\$9,000 for the courses listed. (\$1,500 x 6 courses = \$9,000) *** If one teacher teaches multiple sections it is one fee; if more than one teacher is assigned to the separate sections of the same course there is an additional fee of \$1500.00 per teacher. The billing date of these courses will be November 1, 2016 with payment expected 30 days later.

Course grades will be recorded on a LSC transcript. The LSC High School Connections Program staff will send a grade report to the high school each term for the students enrolled. Students may request an official transcript with a written request and a processing fee.

STUDENT QUALIFICATIONS

The Colleges in The Schools Program, (CITS) is available as part of the Post-Secondary Enrollment Option program. The CITS program allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

Eligibility:

- Seniors must rank in the top half of their class.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they have taken the 8th grade MCA reading test in the 8th grade and have met the composite proficiency level of meets or exceeds.
- Students must also meet the pre-requisites of individual courses as determined by the Accuplacer or ACT test or prior college coursework.
- For more information please see: <http://www.mnscu.edu/admissions/pseo.html>

INSTRUCTOR QUALIFICATIONS

High School instructors who teach college courses in high school are expected to meet the same minimum qualifications as set by the Minnesota State College Faculty Association and the Minnesota State Colleges and Universities. Please refer to the following link: <http://www.cfc.mnscu.edu/fields/Code/credentials.php>

COLLABORATION REQUIREMENTS

Lake Superior College High School Connections Staff

- Ensures that all CITS registrations are entered for each CITS class.
- Ensures that each CITS class is created in ISRS.
- Maintains records for all completed CITS classes.
- Maintains records for all Waiver Requests.
- Makes appropriate record adjustments for student in accordance with add/drop and withdrawal policies.
- Provides each high school with course outlines for each CITS class.
- Provides information that informs CITS students about academic and student support services available to all students at the college.
- Provides necessary registration, withdrawal, and add/drop policy tools and information.
- Provides transcript request information to all students.
- Sends class lists to high school as soon as the registrations are complete. Works with each high school to ensure that CITS class lists are correct.
- Works with each high school to ensure all grades are submitted and recorded in ISRS.

Lake Superior College Faculty Mentor:

- Arranges to guest lecture if requested by the high school instructor.
- Collaborates with the high school CITS instructor to clarify approved college course outline and outcomes and to create a syllabus with the CITS instructor; assures that assessment meets college criteria.
- Extends to the high school CITS instructors, invitations to participate in appropriate campus-based faculty development activities.
- Meets regularly (face-to-face, email, telephone) with high school CITS instructor and monitors assignments, exams, projects, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the LSC course outline. Faculty mentors will make at least one visit to the high school per course.
- Provides current college text information and/or exam copies of the text, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provides instructors who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Submits to the CITS coordinator a copy of the site visit forms at the end of the semester or year of interchanges with high school instructors for each CITS course.
- Supports CITS instructors, giving additional time and attention to instructors new to the program.

High School Instructors, Administrators & Staff:

- Agrees to terms of the LSC policy for add/drop processes and withdrawals.
- Assigns final, whole letter grades to each student on the class lists provided by LSC's CITS staff.
- Collaborates with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Contacts the LSC CITS program for withdrawals in accordance with LSC policy.
- Ensures completion of LSC registration forms and sends forms to the High School Connections Office.
- High schools will notify parents/students of CITS course offerings.

- Meets regularly (face-to-face, email, telephone) with LSC faculty mentor and provides sample assignments, exams, projects, to ensure that the course meets the learning outcomes contained in the LSC course outline. LSC Faculty mentors will make at least one visit to the high school per course.
- Provides LSC with a course syllabus for each CITS course.
- Signs CITS contract and returns it to LSC by April 29, 2016. Amendments to the contract will be accepted until August 1, 2016 for the 2016-17 academic year.
- The completed grade sheet is to be signed and sent the LSC staff within two days of the last day of the CITS class.
- To the extent possible, provides counseling services to students and their parents or guardian before students enroll in CITS courses. This ensures that the students and their parents or guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.
- New course proposals to be submitted by April 29, 2016.

The following courses will be covered under this Concurrent Enrollment Agreement:

School	Courses	LSC Titles	LSC Credit	HS Instructor	LSC Faculty	Indicate Offerings	Indicate Offerings	Indicate Offerings	High School Course Name	HS Course Number
						Fall	Spring	All Year		
Denfield	ALTH 1400	Intro to Allied Health	2	Olson	TBA	x			CITS Medical Occupations (2 Hour Block of time)	151221
Denfield	ALTH 1410	Medical Terminology	1	Olson	TBA	x				
Denfield	MATH 1150	Pre-Calculus	5	White	TBA	x	x		CITS Pre-Calculus	181701-181702
Denfield	NUNA 1420	Nursing Assst/Home Health	4	Olson	TBA		x		CITS Intro to Nursing	151322
East	ALTH 1400	Intro to Allied Health	2	Olson	TBA	x			CITS Medical Occupations (2 Hour Block of time)	151221
East	ALTH 1410	Medical Terminology	1	Olson (Denfield and East)	TBA	x				
East	BIOL 1005	Intro to Cell Biology	1	Kyes	TBA			x	CITS Human Anatomy and Physiology	222401-222402
East	BIOL 1150	Human Anatomy	4	Kyes	TBA			x		
East	MATH 1150	Pre-Calculus	5	Graves (East 2 Sections)	TBA			x	CITS Pre-Calculus	181701-181702
East	MATH 1150	Pre-Calculus	5	Florestano	TBA			x	CITS Pre-Calculus	181701-181702
East	NUNA 1420	Nursing Assst/Home Health	4	Olson (Denfield and East)	TBA		x		CITS Intro to Nursing	151322

COURSES

The following courses will be covered under this Coagreement Enrollment agreement:

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (X)	AB Year (Sept-June)
					Fall (Sept-Jan)	Spring (Jan-June)
ALTH 1400	Intro to Allied Health	2	Kari Olson	TBA	X	
*ALTH 1410	Medical Terminology	1	Kari Olson	TBA	X	
PHYS 1001	Intro to Cell Biology	1	Alison Wood	TBA		
PHYS 1140	Human Anatomy and Phys	4	Alison Wood	TBA		
BGS 1100	Principles of Biochemistry	3	Mike Derrico	TBA		
ALTH 1150	Pre-Calculus	5	Jim White	TBA	X	
NUHA 1420	Nursing Asses/History Health/Aid	4	Kari Olson	TBA		X

For multiple terms for a course, please indicate both terms with (a). These courses are considered one course for one fee.

Denfield Public Schools

Lake Superior College

[Signature]
 Title: Superintendent
 Date: 5/15/16

[Signature]
 Title: Director of Instruction
 Date: 5-31-16

[Signature]
 Title: Director of Student Services
 Date: 5-31-16

[Signature]
 Title: Director of Financial Aid
 Date: 5-31-16

[Signature]
 Title: Director of Enrollment
 Date: 5-31-16

Please pay close attention to designated terms of course offerings as LSC faculty member assignments must be made prior to start of term. Changes in addends to this contract must be made by August 1, 2016 for fall semester terms. Addenda for the contract for spring term only can be made if requested and approved by December 1, 2016.

COURSES

The following courses will be covered under this Concurrent Enrollment agreement:

Course Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)		
				Fall (Sept-Jan)	Spring (Jan-June)	All Year (Sept-June)
*ALTH 1400 Intro to Allied Health	2	Kim Olson	TBA			
*ALTH 1410 Medical Terminology	1	Kim Olson	TBA	X		
*BIOL 1005 Intro to Cell Biology	1	James Kyes	TBA	X		
*BIOL 1140 Human Anatomy and Phys	4	James Kyes	TBA			X
REAS 1400-2 Electives - designating c.c.	2	Albert Magallon	TBA			X
MATH 1150 Pre-Calculus	5	Christine Osthus	TBA			X
MATH 1150 Pre-Calculus	5	Peter Graves	TBA	X		
NUINA 1420 Nursing Asst/Home Health Aid	4	Kim Olson	TBA	X	X	

For multiple terms for a course, please indicate both terms with (X).
 * These courses are considered one course for one fee

Reema Freestrom
Lake Superior College

Duluth East Public Schools

James Osawa
 High School Guidance Counselor or Designee

Jessica KSC
 Principal
Christine Osthus
 Supervisor of Advanced Learning
W. O'Connell
 Director of Curriculum and Instruction

Michael Jemo
 Michael Jemo, Director of Admissions
Michael Jemo
 Michael Jemo, VP Academic & Student Affairs

5/15/16
 Date

5-31-16
 Date

*Note: Contract not valid until all signatures are obtained.

Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms. Changes to this contract for spring term only courses may be considered if requested and approved by December 1, 2016.

(No changes shall be revised after this date)

Change Requested: Add/change instructors for Pre-Calc

Reason for Change: Adding additional instructor for Pre-Calc

Payment change: 7 x courses @ \$1500.00 each = \$10,500.00

REVISED COURSE LIST

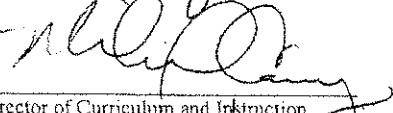
The following courses will be covered under this Concurrent Enrollment agreement:

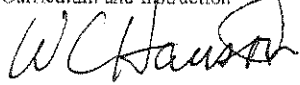
Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)		
					Fall (Sept- Jan.)	Spring (Jan-June)	All Year (Sept-June)
*ALTH 1400	Intro to Allied Health	2	Kim Olson	TBA	x		
*ALTH 1410	Medical Terminology	1	Kim Olson	TBA	x		
*BIOL 1005	Intro to Cell Biology	1	James Kyes	TBA			x
*BIOL 1140	Human Anatomy and Phys	4	James Kyes	TBA			x
MATH 1150	Pre-Calculus	5	Tim White	TBA			X
MATH 1150	Pre-Calculus	5	Christine Osthus	TBA			x
MATH 1150	Pre-Calculus	5	Bill Garnett	TBA			x
MATH 1150	Pre-Calculus	5	Peter Graves	TBA			x
NUNA 1420	Nursing Asst/Home Health Aid	4	Kim Olson	TBA		x	

For multiple terms for a course, please indicate both terms with (x). *These courses are considered one course for one fee

Duluth Public Schools


 Superintendent or Assistant Superintendent

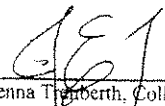

 Director of Curriculum and Instruction

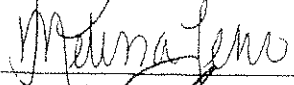


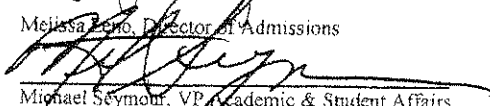
8/3/16

Date

Lake Superior College


 Jenna Treiberth, College in the Schools Coordinator


 Melissa Lemo, Director of Admissions


 Michael Seymour, VP Academic & Student Affairs

8/15/16

Date

*Note: Contract not valid until all signatures are obtained Cc: LSC Business Office

Contract Agreement

This Agreement, made and entered into this 30th day of September by and between Independent School District #709, a public corporation, hereinafter called District, and Joan Sargent, and 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 September 30, 2016, and shall remain in effect until June 8, 2017 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 A separate page detailing a description of the programs of services to be performed by contractor, as well as the funding source for payment.)
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 \$4,800. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. **This Agreement will not be approved unless TIN is provided.**
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants, or employees shall in no way be the responsibility of the District.
8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget &

Finance, ISD709, Duluth Public Schools, 215 N. 1st Ave. E. 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 in⁹⁸ the United States Mail to 230 W. 6th Street Duluth, MN 55806. (Mailing address, including zip code.

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
14. **Insurance.** (If applicable)

As evidence of their assent to the terms and conditions of this agreement, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Independent School District #709

Contractor

~~Chair~~

Joan Sargent

Name

~~Clerk~~

Independent Contractor 9/30/16

Title

Date

Program Director

Taxpayer Identification Number

Director of Budget and Finance

Date

AS

Description of Services

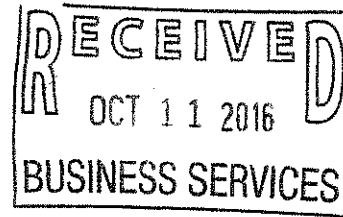
To be provided by independent contractor Joan D. Sargent
For ISD #709- Denfeld High School for the academic year 2016-17

- Facilitate 4 ½ day Intercultural Leadership Retreat
- Organizational meetings as needed with Denfeld Administration
- Determine participant list (mix of gender/ content area/ certified & non-cert., ringers)
- Schedule retreat dates and space
- Administer formative evaluation midway through retreat and summative evaluation at conclusion of retreat
- Provide mini orientation session to onboard new staff to intercultural process
- Draft communication to invite participants
- Send letter of invite from administrator to participants
- Set up IDI electronically for 21 participants
- Purchase and setup DISC
- Order Intercultural Conflict Survey (ICS)
- Create spreadsheet to track inventory completion & IDI feedback sessions
- Schedule and provide individual IDI feedback sessions with QA's
- Agenda retreat revisions as needed
- Prepare facilitator schedules
- Prepare handouts for participants (binder cover/three hole punched/collated)
- Purchase and gather all supplies
- Send follow communications via email with retreat logistics to participants
- Create IDI and DISC group profile
- Order DISC Group Profile
- Finalize menu and confirm with site



Duluth Entertainment
Convention Center

100



September 20, 2016

Jerry Upton
Duluth East High School
301 North 40th Avenue East
Duluth, MN 55804

Dear Jerry:

Thank you for choosing the Duluth Entertainment Convention Center (DECC) to host the East High School Holiday Concert 2016 on December 17, 2016.

Enclosed are DECC rental agreements. Please sign and return all three contracts to the DECC within seven (7) business days. At that time, we will execute the documents and a signed original will be returned to you.

For any public event or groups over 500, the DECC requires a copy of the certificate of insurance naming the City of Duluth and the Duluth Entertainment Convention Center Authority as additional insureds; (Per Article #10 of your Rental Agreement). Within thirty (30) days of your event, please send a copy of the certificate of insurance to my attention at the DECC.

If you have any questions or concerns regarding this contract, please feel free to contact me at 218-623-1206.

Sincerely,

A handwritten signature in cursive script that reads 'Mary Sullivan'.

Mary Sullivan
Director of Event Planning

MS/bjc

Enclosure

DECC

DULUTH ENTERTAINMENT CONVENTION CENTER RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **Duluth East High School, 301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2016**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

December 16-17, 2016 (Friday and Saturday)

Symphony Hall (Friday Set-up/Saturday concert)

Paulucci Hall (Saturday staging)

- The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,640.00 (Two Thousand Six Hundred Forty Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2016 or current rates)

Catering and/or Exhibit Arrangements by Separate Agreement

- ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~
Remaining balance will be billed and due upon receipt.
- All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
- Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.

5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.
7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.

17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 20th day of September, 2016

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____
Executive Director
Duluth Entertainment Convention Center
(DECC)

WCHanson
Permittee Signature

CFD
Permittee Title

10/12/16
Date



AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 3, 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.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting student participants, Recruiting Volunteers and Spoken Word Artists, Facilitating the Be Heard Poetry Slam Program, Assist youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary *The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for participants.
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 Be Heard Student Workshops at \$50.00/hour (max of 4 hours/week) and Be Heard Project Implementation at \$25.00/hour (max of 2 hours/week) up to a sum not to exceed \$7,000.00 (seven thousand and no/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;

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

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

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

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

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Daniel Oyinloye, 315 N Lake Ave, Apt #221, Duluth, MN 55806 phone: 952.201.7352

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

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

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

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

except by written agreement of the parties.

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

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

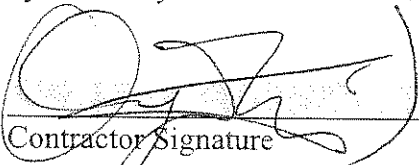
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

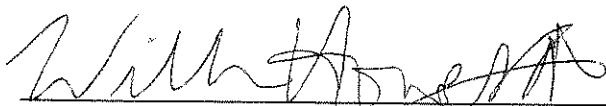
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


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

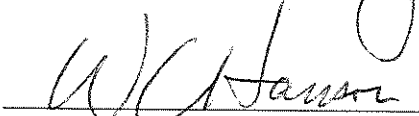
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

	SSN/ Tax Identification Number	10/19/2016
Contractor Signature		Date

Initiator - (Contact with questions)	Date
--------------------------------------	------

	10/19/16
Program Director	Date

	10/19/16
Director of Curriculum and Instruction	Date

	10/20/16
Director of Business Service / Superintendent of Schools	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of October, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Kristi Burton, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/31/2016, and shall remain in effect until 06/08/2017, 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.** Ms. Burton will work directly with the Denfeld invASIAN student club to coordinate the after-school program and facilitate student plans for events surrounding culture, identity, and pertinent issues. This will include weekly meetings, cultural events, and collaborative work with other student clubs working toward cultural awareness and community at Denfeld. She will also plan supplemental programming for group bonding among the students in the invASIAN club.

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 \$20.00/hour up to 2 hours/week, up to a sum not to exceed \$1,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Kristi Burton, 15 E. Kent Rd. Duluth, MN 55812 507-438-1845

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.

<u><i>Justin M. Buser</i></u> Contractor Signature	_____	<u>10/30/16</u> Date
<u>Jeremy Rupp</u> Initiator - (Contact with questions)	_____	_____
<u><i>Walt Hanson</i></u> Program Director	_____	<u>10/24/16</u> Date
<u><i>Michelle Lang</i></u> Director of Curriculum and Instruction	_____	<u>10/27/16</u> Date
<u><i>Walt Hanson</i></u> Director of Business Service / Superintendent of Schools	_____	<u>10/27/16</u> Date

AGREEMENT

THIS AGREEMENT, made and entered into this day of 18th day of October, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Welch Center Inc. dba Valley Youth Centers (Russ Salgy, Agency Director), an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 3, 2016, and shall remain in effect until December 3, 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.** For the 2016 Hmong New Year Celebration, volunteer Hmong youth and their families will work together to plan, prepare, and share their rich New Year traditions and heritage through Hmong food, fashions, traditional and contemporary Hmong music, ball toss and a talent show. The Valley Youth Center (VYC) is the financial agency supporting the Twin Ports Hmong New Year Celebration. The VYC will coordinate community volunteers and provide all the services, supplies, and staff necessary to make this a learning opportunity for students, staff, and families of the Duluth Public Schools to attend and gain understanding and appreciation for Hmong history and culture.
3. **Background Check .** (Applies to contractors working independent with students)
*Does not apply to this contract.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$500.00 (five hundred and no/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 at least 5 days prior to the date of service, in order for the contractor to have the necessary resources to provide the agreed upon services.
 - 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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Russ Salgy, Copeland Community Center, 28 E Village View Dr, Duluth, MN 55805.

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

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

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

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

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

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

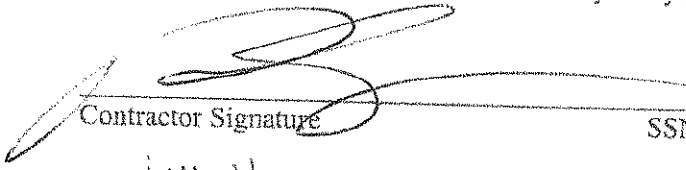
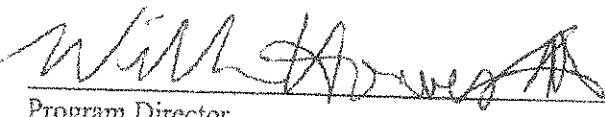
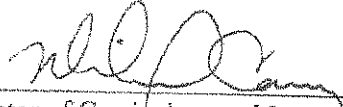

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

	Contractor Signature	SSN/ Tax Identification Number	10-28-16	Date
WM HOWES	Initiator - (Contact with questions)			Date
	Program Director		10/20/16	Date
	Director of Curriculum and Instruction		10/27/16	Date
	Director of Business Service / Superintendent of Schools		10/27/16	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Winfred Jackson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 3, 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.** Lacrosse - ½ Day Professional Development opportunity for Physical Education teachers. Contractor will provide a presentation on the historical, cultural, and modern-day perspective on the Indigenous game of Lacrosse for Dakota people. Contractor will also provide instruction on skill-drills, games, and techniques for the game of lacrosse to be utilized with/by students. Contractor will also provide presentations on the same content for student and/or family groups as part of after-school and family engagement programming.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$1,500.00/session, mileage at \$0.54/mile, plus \$50.00/day meal per diem and hotel costs up to a sum not to exceed \$5,000.00 (five thousand and no/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 on the day of service.
- 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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Winfred Jackson, 38635 Reservation Highway 1, Morton, MN 56270, phone number: 507.430.9328.

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.

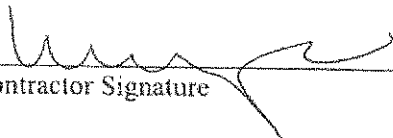
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

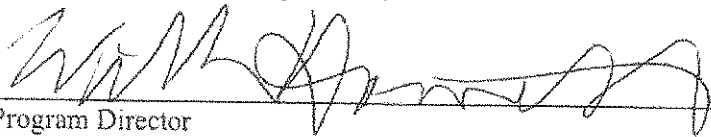
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

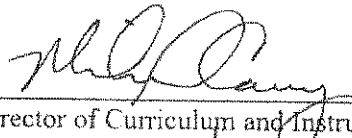
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

 _____ 10/27/16
Contractor Signature SSN/ Tax Identification Number Date

William Howes _____
Initiator - (Contact with questions) Date

 _____ 10/27/16
Program Director Date

 _____ 10/27/16
Director of Curriculum and Instruction Date

 _____ 10/27/16
Director of Business Service / Superintendent of Schools Date



A-1 FENCE CO.
 P.O.Box 97
 CARLTON, MN 55718
 218-348-3291 cell 218-727-2567 office
 www.a-1fenceduluth.com
 jimr@a-1fenceduluth.com

PROPOSAL/CONTRACT

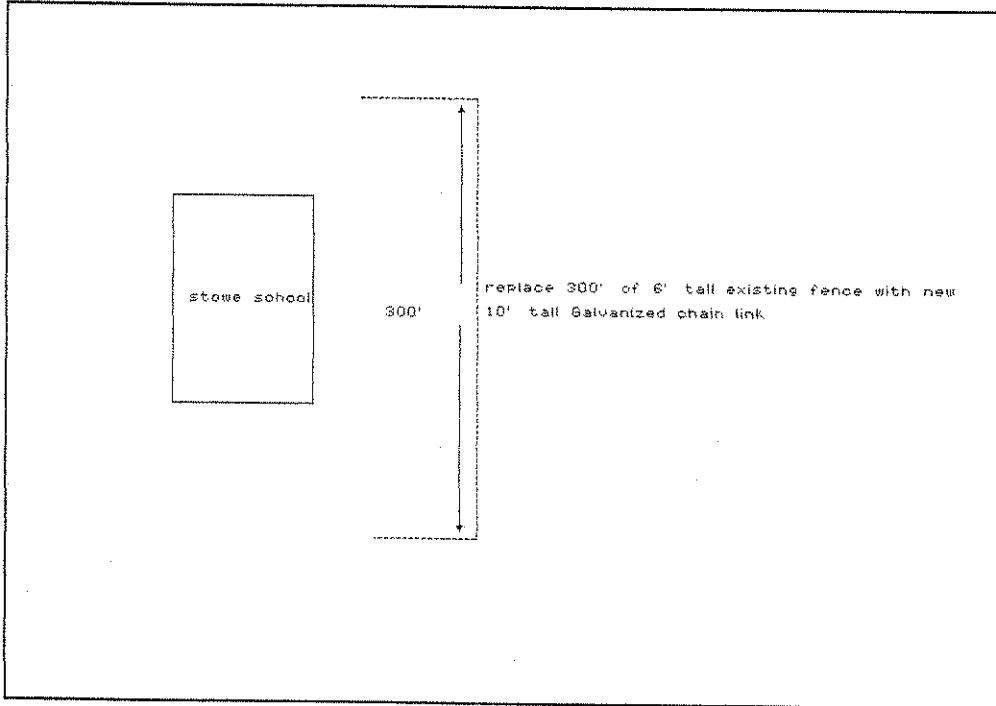
Page 1 of 2
 10/12/2016

Customer Information:

ISD 709 & GND Development
 C/O Mark Boben & Bill Hanson
 218-355-1349

Job Information:

Stowe School



TERRAIN:

- LEVEL
- HILLY
- STEEP
- ROCKY
- ASPHALT
- CONCRETE
- _____

OBSTRUCTIONS:

- OLD FENCE
- TREES
- BUSHES
- SPRINKLER LINES
- _____

Notes:

300' - 120" high 9 GA. GAW (2" Mesh) KK CHAIN LINK FABRIC Fencing
 4" sch 40 terminal posts set in a 12" x 4' deep cement footing
 3" sch 40 line posts driven to a 4' depth
 1 5/8" sch 40 top bottom and middle rails
 Terms 1/2 down and balance on completion
 Note includes removal and disposal of the existing fence.
 Call with any questions 218-348-3291 Jim Rathe

ENH CUSTOMER IS RESPONSIBLE FOR 50% OF THE FINAL INVOICED AMOUNT. WCH

Contract Amount: \$ 10680.70
 Total Sales Tax: \$ _____
 Total Contract Amount: \$ 10680.70
 Down Payment: \$ _____
 Balance Due: \$ 10680.70

Approved & Accepted for Customer:
Mark Boben 14 Oct 16
 Customer Date
Bill Hanson 10/14/16
 Customer Date

Accepted for A-1 FENCE CO.:

 Salesperson Date



A-1 FENCE CO.
 P.O.Box 9717
 CARLTON, MN 55718
 218-348-3291cell 218-727-2567 office
 www.a-1fenceduluth.com
 jimr@a-1fenceduluth.com

PROPOSAL/CONTRACT

Page 2 of 2
 10/12/2016

Customer Information:

ISD 709 & GND Development
 C/O Mark Boben & Bill Hanson
 218-355-1349

Job Information:

Stowe School

TERMS & CONDITIONS

A-1 FENCE CO. agrees to guarantee above fence to be free from defects in materials and workmanship for 5 years Labor, and 10 years for materials.

A-1 FENCE CO. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. A-1 FENCE CO. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does A-1 FENCE CO. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

A-1 FENCE CO. will assume the responsibility for having underground public utilities located and marked. However, A-1 FENCE CO. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing A-1 FENCE CO. to dig in the immediate vicinity of known utilities. Additional charges for marking private utilities may be added to the final bill if a private locate is needed.

The final billing will be based on the actual footage of fencing built and the work performed.

Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. If encountered hard holes will add \$45.00 per hole to the final bill. (If a core drill or jackhammer is needed.) The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. Payments accepted: credit/debit cards will have a 3% service fee for the amount being charged. Personal and business checks are preferred. Cash is also accepted.

A finance charge of 1 1/2% per month (or a minimum of \$5.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of A-1 FENCE CO. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

CUSTOMER Initial MB

CUSTOMER Initial _____

SALESPERSON Initial _____



R103231

Proposal

JOHNSON CONTROLS DULUTH MN CB -
ON51
4627 AIRPARK BLVD
DULUTH MN 55811-5750
PH: (866) 211 3536
FAX: (218) 727 7945

TO: INDEPENDENT SCHOOL DISTRICT
709
215 N 1ST AVE E

DULUTH, MN 55802

Date: 10/20/2016

Quote Ref: 1-J13ORPQ
Project Name: HOMECROFT ELEM CHILLER OIL HEATER
Site: INDEPENDENT SCHOOL DISTRICT 709
4784 HOWARD GNESEN RD
DULUTH, MN 55803-1226

ATTN: Arlan Peterson

We propose to furnish the materials and/or perform the work below for the net price of: \$443.00

For the above price this proposal includes:

Johnson Controls will replace one failed oil heater on the chiller at Homecroft Elementary for the sum of \$443.00. This includes labor, materials, travel, and mileage.

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 11/19/2016

INDEPENDENT SCHOOL DISTRICT 709

Signature: Bill Hanson
 Name: Bill Hanson
 Title: CFD
 Date: 10/25/16
 PO: _____

Johnson Controls


Signature: Matt Hoven
 Name: Matt Hoven
 Title: CSA
 Date: 10/20/16

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
9. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

- 
10. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



Proposal

JOHNSON CONTROLS DULUTH MN CB - ON51
4627 AIRPARK BLVD
DULUTH MN 55811-5750
PH: (866) 211 3536
FAX: (218) 727 7945

TO: INDEPENDENT SCHOOL DISTRICT
709
215 N 1ST AVE E

DULUTH, MN 55802

Date: 10/20/2016

Quote Ref: 1-J13CCS9
Project Name: STOWE ELEM CHILLER SOLENOID VALVE AND OIL HEATERS
Site: INDEPENDENT SCHOOL DISTRICT 709
715 101ST AVE W
DULUTH, MN 55808-1914

ATTN: Arian Peterson

We propose to furnish the materials and/or perform the work below for the net price of: \$2,004.08

For the above price this proposal includes:

Johnson Controls will replace a liquid line solenoid valve on system #2 of the Stowe Elementary chiller and two oil heaters for the sum of \$2,004.08. This sum includes labor, materials, travel, and mileage.

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 11/19/2016

INDEPENDENT SCHOOL DISTRICT 709

Signature: *Bill Hanson*
 Name: Bill Hanson
 Title: CFD
 Date: 10/25/16
 PO: _____

Johnson Controls

Signature: *Matt Haven*
 Name: Matt Haven
 Title: CSA
 Date: 10/20/16

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
9. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

10. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



JOHNSON CONTROLS DULUTH MN CB - ON51
4627 AIRPARK BLVD
DULUTH MN 55811-5750
PH: (866) 211 3536
FAX: (218) 727 7945

Proposal

TO: INDEPENDENT SCHOOL DISTRICT
709
215 N 1ST AVE E

DULUTH, MN 55802

Date: 10/3/2016

Quote Ref: 1-IUDEM9F
Project Name: Duluth Schools Chiller Shutdown Parts 2016
Site: DULUTH INDEPENDENT SCHOOL DISTRICT 709
730 E CENTRAL ENTRANCE
DULUTH, MN 55811-5578

ATTN: Dave Spooner

We propose to furnish the materials and/or perform the work below for the net price of: \$5,433.00

For the above price this proposal includes:

- 1. Chillers, annual required maintenance parts.

This proposal DOES NOT include:

- 1. Labor or material not specifically described above is excluded from this proposal.
- 2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 11/2/2016

DULUTH INDEPENDENT SCHOOL DISTRICT 709

Signature: Bill Hanson
Name: BILL HANSON
Title: CFO
Date: 10/13/16
PO: _____

Johnson Controls

Signature: Nathanael Oppend
Name: Nathanael Oppend
Title: SMTIS
Date: 10/4/16

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc. , if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agrees to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
9. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

10. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



JOHNSON CONTROLS DULUTH MN CB - 0N51
4627 AIRPARK BLVD
DULUTH MN 55811-5750
PH: (866) 211 3536
FAX: (218) 727 7945

Proposal

TO: INDEPENDENT SCHOOL DISTRICT
709
215 N 1ST AVE E

DULUTH, MN 55802

Date: 10/4/2016

Quote Ref: 1-IUTO5L2
Project Name: Duluth Chillers York VSD Maintenance 2016
Site: DULUTH INDEPENDENT SCHOOL DISTRICT 709
730 E CENTRAL ENTRANCE
DULUTH, MN 55811-5578

ATTN: Dave Spooner

We propose to furnish the materials and/or perform the work below for the net price of: \$7,112.00

For the above price this proposal includes:

- 1. Perform required 5 year VSD maintenance on York YCIV's and YCAV

This proposal DOES NOT include:

- 1. Labor or material not specifically described above is excluded from this proposal.
- 2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 11/3/2016

DULUTH INDEPENDENT SCHOOL DISTRICT 709

Signature: [Signature]
Name: BILL HANSON
Title: CFO
Date: 10/13/16
PO: _____

Johnson Controls


Signature: [Signature]
Name: Nathaniel Oppen
Title: SMFB
Date: 10/4/16

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
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5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
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9. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

- 
10. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD
CENTER COLLABORATION AGREEMENT
2016-2017**

1. THE PURPOSE OF THE COLLABORATION

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

2. BRIEF DESCRIPTION OF THE COLLABORATION

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

3. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS

- a. This Collaboration is between two distinct entities, the YWCA Early Childhood Center and Duluth Public Schools/Duluth Head Start.
- b. Key Contact Persons:
 - YWCA Early Childhood Center
 - YWCA Executive Director
 - Early Childhood Program Director
 - Duluth Head Start
 - Duluth Head Start Director

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

A. Child Health and Developmental Services (1304.20)

Description:

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

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

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

B. Education and Early Childhood Development (1304.21)

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

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

C. Child Health and Safety (1304.22)

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

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

D. Child Nutrition (1304.23)

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

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

E. Child Mental Health (1304.24)

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

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

F. Family Partnerships (1304.40)

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

Responsibility:

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

YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:

Description: YWCA Early Childhood Center will provide full-day, full-year care for Head Start and Early Head Start eligible children. The actual number of Head Start and Early Head Start enrolled children will be specified in the yearly Head Start State grant application and is variable based on enrollment requirements. During the 2016-2017 grant period, we will serve 51 children through this collaboration. The YWCA Early Childhood staff, with support from the and YWCA Early Childhood Program Director, Duluth Head Start Collaboration Teacher/Advocate, Duluth Head Start Director and Service Area Coordinators will be responsible to monitor and insure compliance with all Head Start Performance Standards and other licensing regulations that apply. The YWCA Early Childhood Program Director will directly supervise the YWCA Early Childhood staff.

5. PROGRAM DESIGN AND MANAGEMENT:

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

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

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

6. PROGRAM COORDINATION EXPECTATIONS

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

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

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

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

7. EVALUATION AND PROGRAM IMPROVEMENTS

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

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

PARTICIPATION AND ELIGIBILITY GUIDELINES

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

8. BUDGET

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

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

9. TERMINATION OF AGREEMENT

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

Made and entered into this 6 day of SEPT. 2016

Kelly Blindauer
Printed Name
YWCA Executive Director **Board President**

Pamela M. Rees
Printed Name
Duluth Head Start Director

Bill HANSON
Printed Name
ISD 709

Kelly Blindauer
Signature
YWCA Executive Director

Pamela M. Rees
Signature
Duluth Head Start Director

W. C. Hanson
Signature
ISD 709



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School Lester Park Elementary 5300 Glenwood St Duluth, MN 55804	Administrator Ms Susan Lehna, Principal Phone: (218) 336-8875 Fax: (218) 336-8879 Email:	Contact Ms. Tracy Packingham, Administrative Assistant Phone: (218) 336-8875 Fax: (218) 336-8879 Email: tracy.packingham@isd709.org	Date: 9/18/2016 Sales Rep: Adam Walters adam@schooldatebooks.com CSR: Mary Hinckley mary@schooldatebooks.com
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Billing and Shipping

Bill To PO#: Lester Park Elementary Ms Tracy Packingham 5300 Glenwood St Duluth, MN 55804 Email	Ship To Lester Park Elementary Ms Tracy Packingham 5300 Glenwood St Duluth, MN 55804	Desired Delivery Date: <u>8-22-17</u> Earliest Delivery Date: <u>8-14-17</u>
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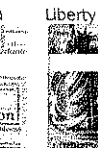




No deliveries prior to **5/1/2017**. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

Product	# Books	# Pages	Cost/Book	Base Cost
Imagine 8.5x11	95	0	\$2.09	\$198.55

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$198.55	x	0.00	\$0.00
4% Discount for contracts received by 10/21/16*	\$198.55	x	0.00	\$0.00
3% Discount for contracts received by 12/16/16*	\$198.55	x	0.00	\$0.00
2% Discount for contracts received by 3/31/17*	\$198.55	x	0.00	\$0.00
1% School District Discount	\$198.55	x	0.00	\$0.00

Cover Options *orders <250 will incur a per book enhancement fee; minimums apply

Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	\$0.45	x	95	\$42.75
Circle your selection	          				
Standard Cardstock	Durable cardstock covers in your choice of 3 stock-image designs	\$0.00	x	0	\$0.00

Enhancements *orders <250 will incur a per book enhancement fee; minimums apply

Vinyl pocket page	\$0.30	x	95	\$28.50
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock hall pass	\$0.20	x	0	\$0.00

Accessories

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

Enhancement Fee

Orders <250 will incur a per book enhancement fee; minimums apply	\$0.25	x	95	\$23.75
---	--------	---	----	---------

Sub-Total* \$293.55

Shipping and Handling 12% , Minimum \$25 *Rates apply to US/Canada shipments only	\$35.23
Sales Tax: Exempt#: 8014301	\$0.00

* Net 30 (Net due within 30 days from invoice date)	
* Sales tax will be added if applicable	
Total (USD)	\$328.78

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

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

One-Year Contract
We agree to purchase datebooks from School Datebooks for the year of 2017-2018.

Three-Year Contract
We agree to purchase datebooks from School Datebooks for the years of 2017-2018, 2018-2019, 2019-2020 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

10/10/16 Date
WC Henson Signed (School Administrator)
CFD Title

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 399.53 wcf	\$ 1,198.59 wcf

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

WSCANASPO ADSP011-00000411-7: 48227
State/Entity's Contract #

Bill Hanson
Lessee Signature
Print Name **BILL HANSON**
Title **CFD**
Date **10/28/16**
Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 19, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School - College St.** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 6 hours a day, 2 days per week, and up to 66 days.
2. The AGENCY shall perform these services at: **720 N. Central Ave. Duluth, MN 55807.**
3. The approximate date the service will begin is, **September 19, 2016** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **66 Days** (4 Days per Week) and a total cost up to **\$2,376.00** (\$36.00 per day).
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**

ISD 709 Duluth Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

W. Hanson
C.F.O. Executive Director of Business Services

Date 10/4/16

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

By Jean Cline 9/27/16
Director

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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 19, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School - HH** (hereafter referred to as the AGENCY) witnesses that: WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in Individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 6 hours a day, 4 days per week, and up to 64 days.
 2. The AGENCY shall perform these services at: **720 N. Central Ave. Duluth, MN 55807.**
 3. The approximate date the service will begin is, **September 19, 2016** and shall not extend beyond **January 20, 2017**; the contract not to exceed a total of **64 Days** (4 Days per Week) and a total cost up to **\$2,304.00** (\$36.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

Page 2 - Contract for Purchase of Special Education Services

- 6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.
- 7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

.....

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

.....

INDEPENDENT SCHOOL DISTRICT #709

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

Date 10/4/16

.....

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

By Jason Lane
Director

Date 9/27/16



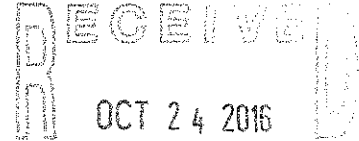
Minnesota Pollution Control Agency

144

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

October 17, 2016



I.S.D. #709
FACILITIES MGMT

Mr. Kerry M. Leider
Duluth Public Schools-Facilities Director
215 North 1st Ave. E.
Duluth, MN 55802

RE: MPCA Air Monitoring Equipment Lease #PC0039

Dear Mr. Leider:

Enclosed are (2) copies of a five year Duluth Independent School District (ISD) #709 air monitoring site lease #PC0039 with the Minnesota Pollution Control Agency for your review. The new lease term is from January 1, 2017-December 31, 2021. Quarterly payments will be made to Duluth ISD #709 in the amount of \$165.00. Upon completion of review please sign and date each copy in the Lessor signature block. Please mail copies back to my attention at:

Minnesota Pollution Control Agency
Kurt Soular (OD-6th Floor)
520 Lafayette Road N.
St. Paul, MN 55155

After I receive the lease agreements back from you, I will complete the lease agreement signature process on our end and send you one original signed copy for your records. Please let me know if you have any questions. We thank you for your ongoing support of our Air Monitoring Program at the Minnesota Pollution Control Agency.

Lease questions directed to: **Kurt Soular @ 651.757.2748**

Monitoring site technical questions directed to: **Kurt Anderson @ 651.757.2192**

Sincerely,

Kurt Soular
MPCA Operations Division
Finance Ops- Unit 2

MONITORING EQUIPMENT SITE LEASE

This Lease Agreement is between Duluth ISD 709 (LESSOR) and the State of Minnesota, Department of Administration, (LESSEE) acting for the benefit of the Pollution Control Agency.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. **Leased Premises.** LESSOR grants and LESSEE accepts the use of the following Leased Premises as an ambient air monitoring site in the City of Duluth, St Louis County, Minnesota.
 - 1.1. A 12' x 16' area located on the roof of the Laura MacArthur Elementary School
 - 1.2. Site Address: 720 North Central Avenue, Duluth, MN 55807
2. **Term.** This Lease Agreement is for a term of Five (5) Years, commencing on January 1, 2017 and continuing through December 31, 2021.
3. **Rent.** LESSEE shall pay to LESSOR one hundred sixty-five and 00/100 dollars (\$165.00) for each quarter, payable within 30 days of the end of each quarter.
4. **Duties of LESSOR.**
 - 4.1 LESSOR shall provide LESSEE with access to the Leased Premises.
 - 4.2 LESSOR shall provide LESSEE with electrical service to operate the monitoring equipment.
5. **Duties of LESSEE.**
 - 5.1 LESSEE shall pay to LESSOR a monthly fee of twenty-five and 00/100 dollars (\$25.00) for electrical usage to operate the monitoring equipment which is included in the rental amount referred to in Clause 3.
 - 5.2 LESSEE shall pay for the cost of any necessary electrical equipment and its installation.
 - 5.3 LESSEE shall furnish all materials and services required for its use of the Leased Premises.
 - 5.4 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.
 - 5.5 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.

5.6 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.

6. **Liability.** LESSEE shall be liable for injury to or loss of property or personal injury or death caused by an act or omission of an employee of LESSEE in the performance of this contract, under circumstances where LESSEE, if a private person, would be liable to the claimant in accordance with Minn. Stat. §3.736. Nothing in this Agreement is intended to be construed as a waiver of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other law, legislative or judicial, limiting governmental liability.

7. **Termination.** Either party for any reason may terminate this Agreement at any time upon giving thirty (30) days prior written notice of termination to the other party.

8. **Compliance with Other Laws.** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
DULUTH INDEPENDENT SCHOOL DISTRICT 709

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

By W. K. Hanson
Title CFO
Date 10/26/16

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15. and 16C.05

By Kurt Soula
Date 10/17/16
Purchase Order No.: **3000017490**
SWIFT ID No.: **116416**

APPROVED:
STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY

By _____
Title _____
Date _____

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER Delegated to:

By _____
Title _____
Date _____

Cc: Department of Administration, Real Estate and Construction Services

Facilities Management – Maintenance and Operations - General

- In the past month the maintenance crews have completed 419 work orders, and are currently working on 567 open work orders..
- Hallberg Inc. will begin a re-commissioning study OEMS in December.

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 LRFPP fund balance.
- MWE tuck-pointing and window replacement project is nearing completion. Punch list items are being completed. We have an issue with the one operable window in each classroom that Wausau is working with the District to resolve at this time.
- Johnson-Wilson Constructors is working on punch list items in Design Center at Denfeld High School. I expect to receive a temporary certificate of occupancy within the week.
- The HOCHS 3rd 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 is still planned for this fall, but there is potential the final bituminous surfacing may not be placed until spring due to bituminous plants closing shortly. If this delay should occur the lot and entrance will still be usable, with concrete surfaces finished and the driving surface to be class 5 gravel. The new 3rd street public entrance is close to completion.
- The new data cabling and camera installation project at HOCHS is complete.

Building Operations

- Facilities have filled its nine vacancies with Maintenance Custodians in the elementary schools throughout the district. The newly created position is in replacement of the recently eliminated position of Fireperson I. Facilities will also be filling its district wide Utility I position by the end of the month. Facilities will begin to proceed with the unilateral transfer process within the Custodian II class to determine the district's true vacancies. An external Custodian II posting will follow.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - Water samples were collected from 5 predetermined locations at Lakewood Elementary and sent to the lab for analysis. The samples are for lead and copper testing per state requirements.

- Attended training and received certification for Water Supply System Operator Class E. This certification is required for monitoring and sampling the water system at Lakewood Elementary.
- The fire inspection was completed at Myers-Wilkins. The inspection found no major violations and only a few minor violation (sprinkler guard missing, bean bags without flammability tags, and desks/materials stored in passageways).
- The proper first aid kit was installed in the pool area at Lincoln. The pool inspection report found inadequate materials in the first aid kit required for pools during the inspection.
- Respirator fit testing was completed for HVAC employees.

- Emergency Response
 - Assisted schools with updating site emergency plans, exit routes, and rescue rooms.

- Workers' Compensation Activities
 - OSHA Recordables- 1 (Back injury from student interaction).
 - Incidents Reported: 26 injuries reported.

Risk Management

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2017

FQA: 06-872-200-791-000

LEASE LEVY COP DW

149

Object: 153000 OTHER EQUIPMENT PURCHASED

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
10/11/2016	JE510839			N/A..N/A		RECLASS CABINETS	1049061	JE	0.00	6,574.00	-6,574.00
						Object 153000		Total:	0.00	6,574.00	-6,574.00
						FQA 06-872-200-791-000		Total:	0.00	6,574.00	-6,574.00

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
10/04/2016	184383	378983	00001763	V34360	JAMAR COMPANY	JAMAR COMPANY BUILDING ACQUI	1045511	OH	771.16	0.00	771.16
10/07/2016	0115310-IN	380865	00645740	V34960	JOHNSON CARPET ONE	JOHNSON CARPET BUILDING ACQUIS	1047818	OH	880.87	0.00	880.87
10/07/2016	0115311-IN	380867	00645740	V34960	JOHNSON CARPET ONE	JOHNSON CARPET BUILDING ACQUIS	1047818	OH	989.55	0.00	989.55
10/07/2016	220446	380828	00645736	V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	1047818	OH	1,481.61	0.00	1,481.61
10/11/2016	1-408167098	381890	00001777	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL BUILDING ACQUI	1048777	OH	510.00	0.00	510.00
10/11/2016	1-408280469	381891	00001777	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL BUILDING ACQUI	1048777	OH	1,083.75	0.00	1,083.75
10/31/2016	635	388862	00646027	V109153	WESTLUND GROUP INC THE	WESTLUND GROUP BUILDING ACQUIS	1056684	OH	4,050.00	0.00	4,050.00
						Object 152000		Total:	9,766.94	0.00	9,766.94
						FQA 06-875-012-000-000		Total:	9,766.94	0.00	9,766.94

FQA: 06-875-215-000-000 COP 2010D-DENFELD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
10/31/2016	APP 5		00645991	V01213	JOHNSON WILSON CONSTRUCT	JOHNSON WILSON BUILDING ACQUIS	1056684	OH	83,177.90	0.00	83,177.90
10/31/2016	APP 2	388888	00645978	V107093	GARLAND DBS INC	GARLAND DBS INC BUILDING ACQUI	1056697	OH	3,323.00	0.00	3,323.00
						Object 152000		Total:	86,500.90	0.00	86,500.90

Object: 153000 OTHER EQUIPMENT PURCHASED

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
10/31/2016	13442	390469	00646028	V06162	WHERLEY MOVING AND	WHERLEY MOVING OTHER EQUIPMENT	1056684	OH	882.00	0.00	882.00
						Object 153000		Total:	882.00	0.00	882.00
						FQA 06-875-215-000-000		Total:	87,382.90	0.00	87,382.90

FQA: 06-875-320-000-000 GF SAVINGS - ORDEAN

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
 Fiscal Year: 2017
 Object: 152000

BUILDING ACQUISITION/CONSTRUCT

150

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net		
10/03/2016	2016075	378401	00645634	V92302	HOVLAND MASONRY INC	HOVLAND MASONRY BUILDING ACQUI	1044991	OH	12,908.00	0.00	12,908.00		
10/07/2016	0115309-IN	380868	00645740	V34960	JOHNSON CARPET ONE	JOHNSON CARPET BUILDING ACQUIS	1047818	OH	1,025.96	0.00	1,025.96		
10/07/2016	220424	380827	00645706	V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	1047818	OH	1,961.90	0.00	1,961.90		
10/07/2016	8822	380829	00645732	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1047818	OH	6,765.56	0.00	6,765.56		
10/07/2016	8823	380830	00645732	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1047818	OH	3,910.12	0.00	3,910.12		
									Object 152000	Total:	26,571.54	0.00	26,571.54
									FQA 06-875-320-000-000	Total:	26,571.54	0.00	26,571.54

FQA: 06-875-520-000-000 GF SAVINGS - LOWELL

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net		
10/03/2016	8817	378398	00645633	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1044991	OH	19,344.07	0.00	19,344.07		
10/07/2016	0115312-IN	380869	00645740	V34960	JOHNSON CARPET ONE	JOHNSON CARPET BUILDING ACQUIS	1047818	OH	2,824.48	0.00	2,824.48		
10/07/2016	220418	380826	00645706	V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	1047818	OH	6,898.22	0.00	6,898.22		
									Object 152000	Total:	29,066.77	0.00	29,066.77
									FQA 06-875-520-000-000	Total:	29,066.77	0.00	29,066.77

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net		
10/10/2016	Y15074-14	381832	00645705	V102280	ARCHITECTURAL RESOURCES INC	ARCHITECTURAL R BUILDING ACQUI	1048288	OH	1,080.00	0.00	1,080.00		
10/31/2016	APP 5	388887	00645991	V01213	JOHNSON WILSON CONSTRUCT	JOHNSON WILSON BUILDING ACQUIS	1056684	OH	47,294.04	0.00	47,294.04		
									Object 152000	Total:	48,374.04	0.00	48,374.04

Object: 153000 OTHER EQUIPMENT PURCHASED

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net		
10/11/2016	JE510839			N/A..N/A		RECLASS CABINETS	1049061	JE	6,574.00	0.00	6,574.00		
									Object 153000	Total:	6,574.00	0.00	6,574.00
									FQA 06-876-215-000-000	Total:	54,948.04	0.00	54,948.04

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
 Fiscal Year: 2017
 Object: 152000

BUILDING ACQUISITION/CONSTRUCT

151

<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>
10/14/2016	2015055	383660	00645822	V92302	HOVLAND MASONRY INC	HOVLAND MASONRY BUILDING ACQUI	1051062	OH	360.00	0.00	360.00
						Object 152000		Total:	360.00	0.00	360.00
						FQA 06-876-510-000-000		Total:	360.00	0.00	360.00
Grand Total:									208,096.19	6,574.00	201,522.19

ISD 709 - Duluth Public Schools
 2016 Pay 2017 LEVY (09/28/16)
 Comparison to Prior Year

ITEM	CERTIFIED 2015 PAY 16	2016 PAY 17	Change	Comments
RMV Referendum	\$2,771,300.34	\$2,841,343.87	\$70,043.53	\$ 423,814 in aid
Local Optional	\$3,794,884.80	\$3,723,780.00	(\$71,104.80)	All levy
Equity	\$447,510.00	\$439,125.00	(\$8,385.00)	All levy
Transition	\$433,995.19	\$426,653.85	(\$7,341.34)	All levy
Operating Capital	\$1,066,923.42	\$855,833.00	(\$211,090.42)	\$1,079,350 in Aid
Achieve. & Integration	\$486,677.39	\$492,837.57	\$6,160.18	\$1,145,289 Aid
Reemployment Insurance	\$234,987.00	\$109,430.00	(\$125,557.00)	All levy
Safe Schools	\$322,207.20	\$316,170.00	(\$6,037.20)	Pays for SRO's
Career & Technical	\$262,185.24	\$262,185.24	\$0.00	All levy
Annual OPEB	\$622,287.00	\$606,380.00	(\$15,907.00)	All levy
Other Referendum	\$408,901.18	\$0.00	(\$408,901.18)	
LT Facil Maint Unequalized	\$1,386,557.00	\$2,057,466.00	\$670,909.00	All Levy
Building/Land Lease	\$393,514.00	\$397,831.00	\$4,317.00	Lease contracts
Alternative Facilities	\$0.00	\$0.00	\$0.00	
Student Achievement	\$214,054.88	\$108,601.18	(\$105,453.70)	
Health Benefits	\$0.00	\$0.00	\$0.00	
Tree Growth	\$1,914.04	\$1,914.04	\$0.00	
Sub-total for General Fund	\$12,847,898.68	\$12,639,550.75	(\$208,347.93)	-1.6%
Basic Community Ed	\$653,743.40	\$653,743.40	\$0.00	All levy
ECFE	\$242,545.58	\$254,131.42	\$11,585.84	\$458,220 in Aid
Home Visiting	\$8,331.20	\$15,315.00	\$6,983.80	
Adults w/Disabilities	\$30,000.00	\$30,000.00	\$0.00	
School-Age Care	\$90,000.00	\$90,000.00	\$0.00	
Sub-Total for Community Ed	\$1,024,620.18	\$1,043,189.82	\$18,569.64	1.8%
Initial Debt Service	\$20,032,062.36	\$19,641,327.36	(\$390,735.00)	\$777,064 in aid
Sub-Total for Debt Service	\$20,032,062.36	\$19,641,327.36	(\$390,735.00)	-2.0%

ADJUSTMENTS:	CERTIFIED 2015 PAY 2016	2016 PAY 2017	Change	Comments
RMV Referendum - FY 17	\$0.00	\$2,099.31	\$2,099.31	
RMV Referendum - FY 15	\$36,918.29	(\$36,302.32)	(\$73,220.61)	
Equity - FY17	\$0.00	(\$6,855.00)	(\$6,855.00)	
Transition - FY17	(\$721.81)	(\$5,854.80)	(\$5,132.99)	
Equity - FY 15	(\$2,619.70)	(\$2,522.00)	\$97.70	
Transition - FY 15	(\$2,619.70)	(\$2,413.62)	\$206.08	
Operating Capital - FY 17	\$3,330.16	(\$68,081.66)	(\$71,411.82)	
Operating Capital - FY 15	(\$4,659.48)	\$3,561.99	\$8,221.47	
Achieve. & Integration - FY 17	\$1,729.05	\$11,083.13	\$9,354.08	
Integration - FY 15	\$0.00	(\$62,932.87)	(\$62,932.87)	
Reemployment Ins. - FY15	(\$91,439.92)	(\$196,774.80)	(\$105,334.88)	
Safe Schools - FY 15	(\$2,955.90)	\$18,276.12	\$21,232.02	
Local Optional Adj - FY 17	\$0.00	(\$58,130.40)	(\$58,130.40)	
Other Adjs	\$16,346.74	(\$169.73)	(\$16,516.47)	
Pay 14 Building/Land Lease	\$4,710.22	\$16,302.22	\$11,592.00	
Location Equity Adj - FY 15	\$0.00	(\$10,693.28)	(\$10,693.28)	
FY 2014 Annual OPEB	(\$595,141.00)	\$0.00	\$595,141.00	
Career Technical - FY15	\$2,312.99	\$1,424.93	(\$888.06)	
Abatement	\$0.00	\$13,302.88	\$13,302.88	
Advance Abatement	(\$124.50)	(\$13,141.38)	(\$13,016.88)	
Sub-Total for General Fund	(\$634,934.56)	(\$397,821.28)	\$237,113.28	-37.3%
Home Visiting - FY 16	(\$339.20)	(\$163.20)	\$176.00	
School-Age Care - FY 14	(\$1,165.11)	(\$5,623.79)	(\$4,458.68)	
ECFE - FY 16	(\$457.88)	\$0.00	\$457.88	
Adults w/Disabilities	(\$2,113.93)	\$0.00	\$2,113.93	
Abatement	\$0.00	\$199.97	\$199.97	
Advance Abatement	(\$36.60)	(\$1,288.08)	(\$1,251.48)	
Sub-Total for Community Ed	(\$4,112.72)	(\$6,875.10)	(\$2,762.38)	67.2%
LTFM Debt Service Adj	\$0.00	\$0.00	\$0.00	
Reduction for Debt Excess	-\$118,294.57	(\$1,109,545.52)	(\$991,250.95)	
Abatement	\$0.00	\$33,125.25	\$33,125.25	
Advance Abatement	\$2,307.51	(\$19,386.45)	(\$21,693.96)	
Sub-Total for Debt Service	(\$115,987.06)	(\$1,095,806.72)	(\$979,819.66)	844.8%
General Fund	\$12,212,964.12	\$12,241,729.47	\$28,765.35	0.2%
Community Ed	\$1,020,507.46	\$1,036,314.72	\$15,807.26	1.5%
Debt Service	\$19,916,075.30	\$18,545,520.64	(\$1,370,554.66)	-6.9%
TOTAL LEVY	\$33,149,546.88	\$31,823,564.83	(\$1,325,982.05)	-4.0%

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