

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Monday, March 13, 2017
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:15 PM

1. **Financial Report**
 - A. Financial Report 4
 - B. Approval of Payment of Claims
This item is attached as an "extra".
 - C. Budget Revisions 29
 - D. Wire Transfers 31
 - E. Investment Transactions 32
 - F. APU Projections 33
 - G. Fundraisers 34
2. **Bids, R.F.P.s and Quotes Reports**
 - A. Bids - None
 - B. R.F.P.s - None
 - C. Quotes - None
3. **Policies and Regulations**
 - A. Policy 8030 Renumbering to 250 - School Board Member Compensation 35
 Administration is recommending this policy be renumbered from 3080 to 250 and to have the policy reviewed every other year in odd years versus annually.

Recommendation: It is recommended that the Duluth School Board approve the renumbering of Policy 8030 to Policy 250 (there is no corresponding MSBA policy) and to approve the review cycle of the policy from annually to every other year in January - second reading.
4. **Contracts, Change Orders, and Leases**
 - A. Contracts
 - 1) PerMar Security Services Agreement 36
 This PerMar agreement consolidates two older agreements and will remain in effect for 60 months with no cost increase in that time period.
 The total annual cost of this agreement is \$48,578.16, an annual decrease of \$5,025.88 from previous years.

Recommendation: It is recommended that the Duluth School Board enter into a 60 month security services agreement with PerMar Security Services in the annual amount of \$48,578.16. See attached agreement and addendum.

2) **PLACEHOLDER** - Design Services for the Woodland Hills/Rockridge Design Project

3) Lead in Drinking Water Testing - District Wide 42

Quotes were solicited from four contractors for Lead in Drinking Water Testing - District Wide. Two quotes were received in response to the School District's request for quotes. Arrowhead Consulting & Testing, Duluth, MN submitted the lowest responsible quote with an estimated value of \$27,000.00.

Recommendation: It is recommended the Duluth School Board approve the contract with Arrowhead Consulting & Testing to complete the work defined in Quote #4264 – Lead in Drinking Water Testing – District Wide for a total estimated amount of \$27,000.00.

B. Change Orders

1) **PLACEHOLDER** - Other Change Orders

C. Leases - None

5. **Resolutions**

A. B-3-17-XXXX - Acceptance of Donations to Duluth Public Schools. 49

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-17-XXXX.

B. B-3-17-XXXX - Authorized Bank Account Signer 50

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-17-XXXX.

C. B-3-17-XXXX - Release of Collateral 51

D. **PLACEHOLDER** - Sale of Property

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

A. Expenditure Contracts 52

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of February 2017.

B. Revenue Contracts 78

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of February 2017.

C. Other Contracts 82

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of February 2017.

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report

F. Lake Superior Swim Club Contract

Administration will update the School Board on the progress of this contract at the Business Committee meeting.

7. **Future Items**

A. Duluth Energy Systems Steam Contract

B. Lake Superior Swim Club Contract

- C. Woodland Hills Lease Renewal
- D. Playground Fall Protection Project Contract
- E. Policy Updates

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Revenues	\$	\$	%	\$	\$	%	\$	\$	
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$31,217	\$31,217	
Interest	718	9	7,781.8	269	433	(37.8)	57	57	
Tuition, Fees, Admissions	176	273	(35.5)	1,808	1,741	3.8	4,412	4,412	
Other Local Revenues	149	102	46.5	1,252	1,419	(11.8)	1,672	1,920	
State Sources	7,813	7,812	0.0	44,236	44,489	(0.6)	85,757	86,692	
Federal Aids from MDE	1,016	1,982	(48.7)	3,512	3,502	0.3	8,405	8,470	
Federal Direct Aids	1,062	653	62.7	1,707	1,294	31.9	3,002	3,008	
Local Sales	118	117	N/A	739	976	N/A	1,847	1,848	
Sale of Bonds or Loans	-	0	N/A	94,127	-	94,127	0	0	
Total Revenues	11,053	10,948	1.0	147,650	53,854	174.2	136,369	143,862	
Expenditures									
Salaries	4,944	5,002	1.2	29,524	29,104	(1.4)	62,316	62,774	
Benefits	2,263	2,171	(4.2)	13,503	13,034	(3.6)	28,169	28,343	
Purchased Services	1,275	1,015	(25.7)	6,061	6,059	(0.0)	13,432	13,863	
Supplies & Materials	345	367	5.9	2,467	2,452	(0.6)	6,020	6,441	
Chargebacks	0	-	N/A	0	(1)	(100.1)	38	72	
Capital Expenditures	215	266	19.2	5,471	3,022	(81.0)	6,676	8,434	
Debt Service	23,096	17,552	(31.6)	28,675	22,781	(25.9)	22,446	28,684	
Other	26	5	(420.2)	146	130	(11.9)	891	926	
Total Expenditures	32,165	26,378	(21.9)	85,847	76,581	(12.1)	139,988	149,538	
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	
Operating Excess (Deficit)	(21,112)	(\$15,430)	(36.8)	61,803	(\$22,727)	371.9	(\$3,619)	(\$5,676)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
<u>Revenues</u>								
Levy	\$0	\$0	N/A	\$0	\$0	\$0	\$10,164	\$10,164
Interest	1	8	(82.4)	67	19	48	40	40
Tuition, Fees, Admissions	25	128	(80.1)	672	519	153	2,200	2,200
Other Local Revenues	34	23	49.0	451	626	(175)	260	422
State Sources	7,125	6,920	3.0	39,217	40,172	(955)	74,228	75,164
Federal Aids from MDE	827	1,733	(52.3)	2,467	2,338	129	5,871	6,001
Federal Direct Aids	45	44	2.4	45	(70)	115	135	141
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	8,058	8,856	(9.0)	42,919	43,604	(685)	92,898	94,133
<u>Expenditures</u>								
Salaries	4,399	4,470	1.6	26,080	25,728	(352)	55,296	55,789
Benefits	1,921	1,853	(3.7)	11,318	10,929	(389)	24,049	24,227
Purchased Services	692	690	(0.3)	3,489	3,496	7	6,962	7,362
Supplies & Materials	91	210	56.6	1,041	1,097	56	2,059	2,479
Chargebacks	0	0	N/A	(3)	(3)	(0)	(392)	(358)
Capital Expenditures	15	42	64.3	235	122	(113)	261	381
Debt Service	0	0	N/A	0	0	0	0	0
Other	23	4	(482.9)	104	88	(16)	668	709
Total Expenditures	7,142	7,269	1.8	42,266	41,457	(809)	88,903	90,590
Transfers In (Out)	0	0	N/A	0	(4,183)	0	(3,371)	(3,371)
Operating Excess (Deficit)	\$916	\$1,587	(42.3)	\$653	(\$2,036)	\$2,689	\$624	\$172

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	\$0	\$9,678	\$9,678	
Interest	1	8	(82.4)	67	19	48	40	40	
Tuition, Fees, Admissions	1	128	(99.2)	441	492	(51)	1,712	1,712	
Other Local Revenues	30	19	59.6	278	222	56	260	318	
State Sources	6,554	6,352	3.2	38,233	39,359	(1,126)	64,284	64,657	
Federal Aids from MDE	0	0	N/A	0	0	0	0	0	
Federal Direct Aids	0	0	N/A	0	0	0	0	0	
Local Sales	0	0	N/A	0	0	0	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0	
Total Revenues	6,587	6,507	1.2	39,020	40,092	(1,072)	75,974	76,405	
Expenditures									
Salaries	3,683	3,741	1.5	21,824	21,406	(418)	46,407	46,640	
Benefits	1,026	934	(9.9)	8,895	8,497	(398)	19,491	19,594	
Purchased Services	651	608	(7.1)	3,173	3,043	(130)	6,209	6,233	
Supplies & Materials	72	151	52.6	795	850	55	1,433	1,689	
Chargebacks	(0)	0	N/A	(10)	(6)	4	(1,661)	(1,657)	
Capital Expenditures	8	36	77.5	195	99	(96)	180	270	
Debt Service	0	0	N/A	0	0	0	0	-	
Other	23	3	(663.9)	70	58	(12)	(81)	(56)	
Total Expenditures	5,463	5,473	0.2	34,942	33,947	(995)	71,978	72,713	
Transfers In (Out)	0	0	N/A	0	(4,183)	0	(3,371)	(3,371)	
Operating Excess (Deficit)	\$1,124	\$1,034	8.7	\$4,078	\$1,962	\$2,116	\$624	\$321	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET				
	\$			\$			%				
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
Levy	\$0	\$0	\$0	\$0	\$0	\$0	N/A	N/A	N/A	\$487	\$487
Interest	0	0	0	0	0	0	N/A	N/A	N/A	0	0
Tuition, Fees, Admissions	24	0	24	230	27	203	N/A	752.8	488	488	488
Other Local Revenues	4	4	(0)	173	404	(231)	(1.4)	(57.2)	0	0	105
State Sources	571	568	3	984	813	171	0.5	21.0	9,944	10,506	10,506
Federal Aids from MDE	827	1,733	(906)	2,467	2,338	129	(52.3)	5.5	5,871	6,001	6,001
Federal Direct Aids	45	44	1	45	(70)	115	2.4	164.4	135	141	141
Local Sales	0	0	0	0	0	0	N/A	N/A	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0	N/A	N/A	0	0	0
Total Revenues	1,471	2,349	(878)	3,899	3,512	387	(37.4)	11.0	16,924	17,728	17,728
Expenditures											
Salaries	716	729	13	4,257	4,322	65	1.8	1.5	8,889	9,149	9,149
Benefits	894	919	25	2,424	2,432	8	2.7	0.3	4,558	4,633	4,633
Purchased Services	41	82	41	316	453	137	50.3	30.3	753	1,129	1,129
Supplies & Materials	20	59	39	247	247	0	66.9	0.1	626	790	790
Chargebacks	1	0	(1)	7	3	(4)	N/A	(147.1)	1,269	1,299	1,299
Capital Expenditures	7	6	(1)	40	23	(17)	(15.2)	(74.7)	80	112	112
Debt Service	0	0	0	0	0	0	N/A	N/A	0	0	0
Other	0	1	1	34	30	(4)	60.0	(13.0)	750	765	765
Total Expenditures	1,678	1,796	118	7,324	7,510	186	6.6	2.5	16,924	17,876	17,876
Transfers In (Out)	0	0	0	0	0	0	N/A	N/A	0	0	0
Operating Excess (Deficit)	(\$207)	553	(760)	(\$3,425)	(\$3,998)	\$573	(137.5)	14.3	\$0	(\$149)	(\$149)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - T O - 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	4	1	270.1	7	6	12.3	5	8	
State Sources	20	23	(13.8)	90	91	(0.6)	166	166	
Federal Aids from MDE	190	222	(14.5)	1,036	1,116	(7.1)	2,371	2,371	
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0	
Local Sales	118	117	1.1	570	541	5.3	1,198	1,198	
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	
Total Revenues	332	363	(8.6)	1,703	1,754	(2.9)	3,740	3,743	
Expenditures									
Salaries	90	88	(2.5)	609	604	(0.9)	1,182	1,180	
Benefits	45	37	(20.4)	253	228	(10.8)	459	459	
Purchased Services	6	1	(456.2)	45	23	(96.0)	83	83	
Supplies & Materials	124	128	3.3	871	835	(4.3)	2,172	2,174	
Chargebacks	0	0	N/A	1	1	39.0	168	168	
Capital Expenditures	3	36	91.0	36	61	40.9	34	60	
Debt Service	0	0	N/A	0	0	N/A	0	0	
Other	0	0	N/A	10	13	22.6	15	15	
Total Expenditures	267	290	7.8	1,825	1,765	(3.4)	4,114	4,140	
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	
Operating Excess (Deficit)	\$64	\$73	(11.8)	(\$122)	(\$11)	(1,007.6)	(\$374)	(\$397)	

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	151	145	6	1,060	1,026	34	1,596	1,596	
Other Local Revenues	30	0	30	95	105	(10)	98	104	
State Sources	399	516	(117)	1,649	1,482	167	2,384	2,384	
Federal Aids from MDE	0	27	(27)	9	48	(39)	163	98	
Federal Direct Aids	551	609	(58)	730	879	(149)	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	1,131	1,297	(166)	3,543	3,540	3	7,121	7,062	0.1
Expenditures									
Salaries	286	272	(14)	1,744	1,709	(35)	3,767	3,734	(2.1)
Benefits	133	122	(11)	777	744	(33)	1,593	1,589	(4.4)
Purchased Services	35	103	68	494	588	94	1,204	1,185	15.9
Supplies & Materials	11	7	(4)	124	115	(9)	296	286	(7.6)
Chargebacks	0	0	(0)	2	1	(1)	260	260	(92.6)
Capital Expenditures	1	0	(1)	14	3	(11)	7	18	(370.3)
Debt Service	0	0	0	0	0	0	0	0	N/A
Other	3	0	(3)	20	11	(9)	181	176	(80.6)
Total Expenditures	468	504	36	3,175	3,171	(4)	7,308	7,249	(0.1)
Transfers In (Out)	0	0	0	0	0	0	0	0	N/A
Operating Excess (Deficit)	\$663	\$793	(\$130)	\$368	\$369	(\$1)	(\$188)	(\$188)	(0.3)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$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	7	5	43.7	17	56	(39)	17	23
State Sources	10	16	(38.9)	566	320	246	906	906
Federal Aids from MDE	0	0	N/A	0	0	0	0	0
Federal Direct Aids	0	0	N/A	0	0	0	0	0
Local Sales	0	0	N/A	1	199	(198)	0	1
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
Total Revenues	17	21	(19.3)	584	575	9	3,374	3,381
Expenditures								
Salaries	62	63	1.8	439	454	15	815	815
Benefits	27	26	(4.1)	193	186	(7)	328	328
Purchased Services	8	11	24.5	125	111	(14)	356	406
Supplies & Materials	88	0	N/A	143	62	(81)	487	491
Chargebacks	0	0	N/A	0	0	(0)	0	0
Capital Expenditures	195	7	(2,684.9)	2,834	999	(1,835)	4,647	5,659
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	N/A	4	0	(4)	8	8
Total Expenditures	380	107	(255.3)	3,740	1,812	(1,928)	6,639	7,705
Transfers In (Out)	0	0	N/A	0	4,183	0	3,371	3,371
Operating Excess (Deficit)	(\$363)	(\$86)	(\$277)	(\$3,156)	\$2,946	(\$6,102)	\$106	(\$953)

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	0	0
Interest	0	(0)	(0)	(100.0)	1	0	1	1,276.0	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	0	0	0	N/A	15	168	(153)	(91.0)	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	(0)	(100.0)	17	168	(152)	(90.2)	0	0
Expenditures										
Salaries	0	5	5	100.0	0	41	41	98.8	0	0
Benefits	(2)	4	4	196.9	0	14	14	100.0	0	0
Purchased Services	0	6	6	100.0	0	70	70	100.0	0	0
Supplies & Materials	0	0	0	N/A	0	55	55	100.0	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	181	181	100.0	2,071	1,659	(412)	(24.8)	1,547	2,070
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	(2)	194	196	101.0	2,072	1,843	(229)	(12.4)	1,547	2,070
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$2	(\$194)	\$196	101.0	(\$2,055)	(\$1,675)	(\$380)	(22.7)	(\$1,547)	(\$2,070)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	%	FY2017	FY2016	%	Adopted	Revised
	\$	\$	Variance	\$	\$	Variance	\$17,655	\$17,655
Levy	\$0	\$0	N/A	\$0	\$0	N/A	0	0
Interest	714	714	N/A	194	407	(213)	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	0	0	N/A	0	0
State Sources	114	169	(32.4)	763	1,095	(332)	2,261	2,261
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	466	466	N/A	932	485	447	933	933
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	94,127	0	94,127	0	6,238
Total Revenues	1,294	169	665.9	96,016	1,987	94,029	20,849	27,087
Expenditures								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	0	0
Purchased Services	0	0	N/A	0	0	N/A	0	0
Supplies & Materials	0	0	N/A	0	0	N/A	0	0
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	23,096	17,552	(31.6)	28,675	22,781	(5,894)	22,446	28,684
Other	0	0	N/A	0	0	N/A	0	0
Total Expenditures	23,096	17,552	(31.6)	28,675	22,781	(5,894)	22,446	28,684
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	(\$21,801)	(\$17,383)	(25.4)	\$67,341	(\$20,794)	\$88,135	(\$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	%	
	\$	\$	\$		\$	\$	\$		
Levy	2	1	1	N/A	7	7	0	N/A	0
Interest	0	0	0	66.9	0	0	(0)	(4.9)	16
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	200
State Sources	0	0	0	N/A	0	0	0	N/A	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0
Total Revenues	2	1	1	66.9	7	7	(0)	(4.9)	216
Expenditures									
Salaries	0	0	0	N/A	0	0	0	N/A	0
Benefits	0	0	0	N/A	200	200	0	0.0	200
Purchased Services	0	0	0	N/A	0	0	0	N/A	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0
Other	0	0	0	N/A	0	0	0	N/A	0
Total Expenditures	0	0	0	N/A	200	200	0	0.0	200
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0
Operating Excess (Deficit)	\$2	\$1	\$1	66.9	(\$193)	(\$193)	(\$0)	(0.2)	\$16

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2017	FY2016	FY2017	FY2016	Adopted	Revised
	\$	\$	\$	\$		
	Variance	Variance	Variance	Variance		
	%	%	%	%		
Levy	\$0	\$0	\$0	\$0	\$0	\$0
Interest	0	0	0	0	0	0
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	74	73	565	576	825	825
State Sources	0	0	0	0	0	0
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	74	73	565	576	825	825
		1		(11)		(1.9)
		1.4				
<u>Expenditures</u>						
Salaries	0	0	0	0	0	0
Benefits	62	57	330	324	700	700
Purchased Services	5	0	33	31	54	54
Supplies & Materials	0	0	0	0	0	0
Chargebacks	0	0	0	0	0	0
Capital Expenditures	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Expenditures	67	62	363	355	754	754
		(5)		(8)		(2.2)
		(7.3)				
Transfers In (Out)	0	0	0	0	0	0
Operating Excess (Deficit)	\$7	\$11	\$202	\$221	\$71	\$71
		(\$4)		(\$19)		(8.6)
		(31.9)				

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017		FY2016		FY2017		FY2016		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%	\$	\$
Levy	0	N/A	0	N/A	0	N/A	0	N/A	0	0
Interest	0	N/A	0	N/A	0	N/A	0	N/A	2	2
Tuition, Fees, Admissions	0	N/A	0	N/A	76	(120)	196	(120)	616	616
Other Local Revenues	0	N/A	0	N/A	32	(18)	50	(18)	263	263
State Sources	0	N/A	0	N/A	0	0	0	0	0	0
Federal Aids from MDE	0	N/A	0	N/A	0	0	0	0	0	0
Federal Direct Aids	0	N/A	0	N/A	0	0	0	0	0	0
Local Sales	0	N/A	0	N/A	168	(68)	236	(68)	649	649
Sale of Bonds or Loans	0	N/A	0	N/A	0	0	0	0	0	0
Total Revenues	0	N/A	0	N/A	277	(205)	482	(205)	1,529	1,529
<u>Expenditures</u>										
Salaries	0	N/A	0	N/A	0	0	0	0	0	0
Benefits	0	N/A	0	N/A	0	0	0	0	0	0
Purchased Services	0	N/A	0	N/A	85	58	143	58	889	889
Supplies & Materials	0	N/A	0	N/A	137	42	179	42	622	622
Chargebacks	0	N/A	0	N/A	0	0	0	0	0	0
Capital Expenditures	0	N/A	0	N/A	0	0	0	0	0	0
Debt Service	0	N/A	0	N/A	0	0	0	0	0	0
Other	0	N/A	0	N/A	7	6	13	6	19	19
Total Expenditures	0	N/A	0	N/A	228	107	335	107	1,529	1,529
Transfers In (Out)	0	N/A	0	N/A	0	0	0	0	0	0
Operating Excess (Deficit)	\$0	N/A	\$0	N/A	\$49	(\$98)	\$147	(\$98)	\$0	\$0

BALANCE SHEET

ASSETS	01/31/17	06/30/16	01/31/16	FUND BALANCES	01/31/17	06/30/16	01/31/16
Cash / Investments	\$144,593	\$75,303	\$62,695	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	3,674	21,123	3,696	Severance	186	186	184
Accounts / Interest Receivable	762	790	(910)	Nonspendable Inventory	99	99	103
Due from Other Funds	0	280	0	Nonspendable Prepays	0	0	103
Due from Other MN Districts	0	1,337	1,211	Staff Development	148	148	185
Due From MDE	8,372	8,722	7,585	Teacher Dev & Eval	0	0	0
Due From Federal thru MDE	7	3,056	130	Basic skills	0	0	0
Due From Federal - Direct	0	762	0	Learning development	0	0	0
Due from Other Governments	0	84	130	Desegregation	0	0	0
Inventory	186	186	184	Gifted and Talented	0	0	0
Prepays	54	99	59	Pupil Transportation Safety	0	0	0
				ECFE	276	276	268
Total Assets	<u>\$157,648</u>	<u>\$111,743</u>	<u>\$74,780</u>	Community Education	694	694	534
				Community Services	322	322	254
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$ -	\$ -	\$ -	Facilities	2,070	2,070	3,734
Accrued Interest Payable	453	14,083	677	Alternative facilities	1,059	1,059	1,864
Salaries Payable	106	1,742	216	Restricted Programs	30	30	46
Accounts Payable	0	280	0	Bond Refunding	46,315	46,315	47,259
Due to Other MN Districts	0	79	0	Endowment	1,715	1,908	1,623
Due to Other Governments	(0)	0	0	Encumbrances	0	0	0
Claims Payable	182	182	317	Severance-Insurance Prem	0	0	0
Deferred Revenue	7	279	13	Area Learning Center	414	414	435
Taxes Levied for Subsequent Yr.	33,583	33,583	33,794	Designated for:			
Property tax shift	0	(0)	0	Textbooks	1,071	1,071	837
				Carryovers	255	255	155
Total Liabilities	<u>\$34,330</u>	<u>\$50,228</u>	<u>\$35,017</u>	Operating Capital	0	0	0
				Referendum	0	0	0
				Undesignated	68,665	6,669	(17,821)
				Total Fund Balance	<u>\$123,319</u>	<u>\$61,515</u>	<u>\$39,763</u>
				Liabilities & Fund Balance	<u>\$157,649</u>	<u>\$111,743</u>	<u>\$74,780</u>

BALANCE SHEET

ASSETS		01/31/17	06/30/16	01/31/16	FUND BALANCES		
					01/31/17	06/30/16	01/31/16
Cash / Investments		\$15,853	\$8,180	\$15,259	Reserved for:		
Taxes & Credits Receivable		(8,154)	9,296	(8,682)	Severance	\$0	\$0
Accounts / Interest Receivable		66	102	(1,077)	Nonspendable Inventory	84	84
Due from Other Funds		0	0	0	Nonspendable Prepaids	89	89
Due from Other MN Districts		0	1,314	1,211	Staff Development	-	103
Due From MDE		7,972	8,073	7,182	Teacher Dev & Eval	148	148
Due From Federal thru MDE		0	2,914	0	Basic skills	0	0
Due From Federal - Direct		0	68	0	Learning development	0	0
Due from Other Governments		0	84	130	Integration	0	0
Inventory		84	84	90	Gifted and Talented	0	0
Prepaids		54	89	59	Pupil Transportation Safety	0	0
					ECFE	0	0
					Community Education	0	0
Total Assets		<u>\$15,875</u>	<u>\$30,205</u>	<u>\$14,172</u>	Community Services	0	0
					Operating Capital	0	0
					Facilities	0	0
					Alternative facilities	0	0
					Restricted Programs	0	0
					Escrow Account	0	0
					Severance-Insurance Prem	0	0
					Encumbrances	0	0
					Area Learning Center	414	414
					Designated for:		
					Textbooks	0	0
					Carryovers	255	255
					Operating Capital	0	0
					Referendum	0	0
					Undesignated	3,712	3,060
Total Liabilities		<u>\$11,173</u>	<u>\$26,155</u>	<u>\$11,314</u>			1,796
					Total Fund Balance	<u>\$4,703</u>	<u>\$2,858</u>
					Liabilities & Fund Balance	<u>\$15,875</u>	<u>\$14,172</u>

BALANCE SHEET

Duluth Public Schools - ISD #709
 January 17
 Food Service Fund

	ASSETS	01/31/17	06/30/16	01/31/16	FUND BALANCES	01/31/17	06/30/16	01/31/16
	Cash / Investments	\$818	\$854	\$934	Reserved for:	\$0	\$0	\$0
	Taxes & Credits Receivable	0	0	0	Severance	102	102	94
	Accounts / Interest Receivable	3	10	7	Nonspendable Inventory	1	1	1
	Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
	Due from Other MN Districts	0	0	0	Staff Development	0	0	0
	Due From MDE	0	0	0	Reemployment comp	0	0	0
	Due From Federal thru MDE	0	61	130	Basic skills	0	0	0
	Due From Federal - Direct	0	0	0	Learning development	0	0	0
	Due from Other Governments	0	0	0	Desegregation	0	0	0
	Inventory	102	102	94	Gifted and Talented	0	0	0
	Prepaids	0	1	0	Pupil Transportation Safety	0	0	0
					ECFE	0	0	0
	Total Assets	\$924	\$1,027	\$1,165	Community Education	0	0	0
					Community Services	0	0	0
	LIABILITIES				Operating Capital	0	0	0
	Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
	Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
	Salaries Payable	143	48	129	Restricted Programs	0	0	0
	Accounts Payable	1	78	21	Escrow Account	0	0	0
	Due to Other Funds	0	0	0	Endowment	0	0	0
	Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
	Due to Other Governments	0	0	0	Designated for:			
	Claims Payable	0	0	0	Textbooks	0	0	0
	Deferred Revenue	0	0	0	Operating Capital	0	0	0
	Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	676	798	920
	Property tax shift	0	0	0				
	Total Liabilities	\$144	\$126	\$150	Total Fund Balance	\$780	\$901	\$1,015
	Liabilities & Fund Balance	\$924	\$1,027	\$1,165				

BALANCE SHEET

January 17

Transportation Fund

	01/31/17	06/30/16	01/31/16	FUND BALANCES	
ASSETS	(\$3,105)	(\$1,991)	(\$3,539)	01/31/17	06/30/16
Cash / Investments	0	0	0		
Taxes & Credits Receivable	94	89	6		
Accounts / Interest Receivable	0	0	0		
Due from Other Funds	0	23	0		
Due from Other MN Districts	23	23	31		
Due From MDE	0	0	0		
Due From Federal thru MDE	0	0	0		
Due From Federal - Direct	0	0	0		
Due from Other Governments	0	0	0		
Inventory	0	0	0		
Prepays	0	2	0		
Total Assets	(\$2,988)	(\$1,853)	(\$3,502)		
LIABILITIES					
Tax and Aid Anticipation Payable	\$0	\$0	\$0		
Accrued Interest Payable	0	0	0		
Salaries Payable	298	55	284		
Accounts Payable	6	99	10		
Due to Other Funds	0	0	0		
Due to Other MN Districts	0	0	0		
Due to Other Governments	0	0	0		
Claims Payable	0	0	0		
Deferred Revenue	0	0	0		
Taxes Levied for Subsequent Yr.	0	0	0		
Property tax shift	0	0	0		
Total Liabilities	\$303	\$155	\$294		
Reserved for:					
Severance	\$0	\$0	\$0		
Nonspendable Inventory	0	0	0		
Nonspendable Prepays	2	2	2		
Staff Development	0	0	0		
Reemployment comp	0	0	0		
Basic skills	0	0	0		
Learning development	0	0	0		
Desegregation	0	0	0		
Gifted and Talented	0	0	0		
Pupil Transportation Safety	0	0	0		
ECFE	0	0	0		
Community Education	0	0	0		
Community Services	0	0	0		
Operating Capital	0	0	0		
Facilities	0	0	0		
Alternative facilities	0	0	0		
Restricted Programs	0	0	0		
Escrow Account	0	0	0		
Endowment	0	0	0		
Encumbrances	0	0	0		
Designated for:					
Textbooks	0	0	0		
Operating Capital	0	0	0		
Undesignated	(3,293)	(2,010)	(3,798)		
Total Fund Balance	(\$3,291)	(\$2,008)	(\$3,796)		
Liabilities & Fund Balance					
	(\$2,988)	(\$1,853)	(\$3,502)		

BALANCE SHEET

ASSETS	01/31/17	06/30/16	01/31/16	FUND BALANCES	01/31/17	06/30/16	01/31/16
Cash / Investments	\$2,434	\$1,385	\$2,247	Reserved for:			
Taxes & Credits Receivable	595	595	636	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	38	28	2	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	7	7	6
Due from Other MN Districts	0	0	0	Staff development	0	0	0
Due From MDE	151	400	143	Reemployment comp	0	0	0
Due From Federal thru MDE	7	81	0	Basic skills	0	0	0
Due From Federal - Direct	0	694	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	7	0	Pupil Transportation Safety	0	0	0
				ECFE	276	276	268
Total Assets	\$3,225	\$3,190	\$3,028	Community Education	694	694	534
				Community Services	322	322	254
				Operating Capital	0	0	0
				Facilities	0	0	0
LIABILITIES				Alternative facilities	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Restricted Programs	30	30	46
Accrued Interest Payable	0	0	0	Escrow Account	0	0	0
Salaries Payable	433	542	399	Endowment	0	0	0
Accounts Payable	1	108	11	Encumbrances	0	0	0
Due to Other Funds	0	117	0	Designated for:			
Due to Other MN Districts	0	0	0	Textbooks	0	0	0
Due to Other Governments	0	0	0	Operating Capital	0	0	0
Claims Payable	0	0	0	Undesignated	368	0	370
Deferred Revenue	1	1	1				
Taxes Levied for Subsequent Yr.	1,095	1,095	1,139				
Property tax shift	0	0	0				
				Total Fund Balance	\$1,696	\$1,329	\$1,478
Total Liabilities	\$1,529	\$1,862	\$1,550				
				Liabilities & Fund Balance	\$3,225	\$3,190	\$3,028

BALANCE SHEET

ASSETS	01/31/17	06/30/16	01/31/16	FUND BALANCES	01/31/17	06/30/16	01/31/16
Cash / Investments			\$1,737	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>(\$2,994)</u>	<u>\$139</u>	<u>\$1,737</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	99	53	96	Restricted Programs	0	0	0
Accounts Payable	86	108	7	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	1,071	1,071	837
Deferred Revenue	0	0	0	School Carryover	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	(4,250)	(1,094)	797
Total Liabilities	<u>\$185</u>	<u>\$161</u>	<u>\$103</u>	Total Fund Balance	<u>(\$3,179)</u>	<u>(\$23)</u>	<u>\$1,634</u>
				Liabilities & Fund Balance	<u>(\$2,994)</u>	<u>\$139</u>	<u>\$1,737</u>

BALANCE SHEET

ASSETS	01/31/17	06/30/16	01/31/16	FUND BALANCES	01/31/17	06/30/16	01/31/16
Cash / Investments	\$1,060	\$3,694	\$3,976	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	17	17	17	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,077</u>	<u>\$3,711</u>	<u>\$3,993</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	2,070	2,070	3,734
Accrued Interest Payable	0	0	0	Alternative facilities	1,059	1,059	1,864
Salaries Payable	0	5	6	Restricted Programs	0	0	0
Accounts Payable	3	577	65	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Textbooks	0	0	0
Claims Payable	0	0	0	Operating Capital	0	0	0
Deferred Revenue	0	0	0	Undesignated	(2,054)	0	(1,676)
Taxes Levied for Subsequent Yr.	0	0	0				
Property tax shift	0	0	0	Total Fund Balance	\$1,075	\$3,129	\$3,922
Total Liabilities	<u>\$3</u>	<u>\$583</u>	<u>\$71</u>				
				Liabilities & Fund Balance	\$1,077	\$3,711	\$3,993

BALANCE SHEET

ASSETS	01/31/17	06/30/16	01/31/16	FUND BALANCES	01/31/17	06/30/16	01/31/16
Cash / Investments	\$127,353	\$60,012	\$38,919	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	11,233	11,233	11,742	Severance	0	0	0
Accounts / Interest Receivable	558	558	128	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	209	209	212	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$139,352</u>	<u>\$72,011</u>	<u>\$51,001</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	46,315	46,315	47,259
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	20,993	20,993	21,535	Undesignated	72,044	4,704	(17,793)
Property tax shift	0	0	0	Total Fund Balance	<u>\$118,359</u>	<u>\$51,019</u>	<u>\$29,466</u>
Total Liabilities	<u>\$20,993</u>	<u>\$20,993</u>	<u>\$21,535</u>				
				Liabilities & Fund Balance	<u>\$139,352</u>	<u>\$72,011</u>	<u>\$51,001</u>

BALANCE SHEET

ASSETS	01/31/17	06/30/16	01/31/16	FUND BALANCES	01/31/17	06/30/16	01/31/16
Cash / Investments	\$1,712	\$1,626	\$1,619	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	2	2	4	Nonspendable Inventory	0	0	0
Due from Other Funds	0	280	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$1,715	\$1,908	\$1,623	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	1,715	1,908	1,623
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	0	0	0
Property tax shift	0	0	0				
Total Liabilities	\$0	\$0	\$0	Total Fund Balance	\$1,715	\$1,908	\$1,623
				Liabilities & Fund Balance	\$1,715	\$1,908	\$1,623

BALANCE SHEET

ASSETS	01/31/17	06/30/16	01/31/16	FUND BALANCES	01/31/17	06/30/16	01/31/16
Cash / Investments	\$334	\$326	\$276	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	1	1	20	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$335	\$327	\$296	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	78	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	116	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	335	133	296
Property tax shift	0	0	0	Total Fund Balance	\$335	\$133	\$296
Total Liabilities	\$0	\$194	\$0				
				Liabilities & Fund Balance	\$335	\$327	\$296

BALANCE SHEET

ASSETS	01/31/17	06/30/16	01/31/16	FUND BALANCES	01/31/17	06/30/16	01/31/16
Cash / Investments	\$1,126	\$1,078	\$1,267	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,126</u>	<u>\$1,078</u>	<u>\$1,267</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,126	1,078	1,267
Property tax shift	0	0	0				
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Total Fund Balance	<u>\$1,126</u>	<u>\$1,078</u>	<u>\$1,267</u>
				Liabilities & Fund Balance	<u>\$1,126</u>	<u>\$1,078</u>	<u>\$1,267</u>

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 01/31/2017

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
01/13/2017	V79764	DULUTH FEDERATION OF TEA	34,073.24
01/13/2017	V107231	DULUTH TEACHERS CREDIT	7,519.00
01/13/2017	V106637	EBC - FLEX EFT	12,265.82
01/13/2017	V106636	EBC - TSA EFT	72,521.54
01/13/2017	V79771	EDUCATION MN CLERICAL EFT	1,366.20
01/13/2017	V102915	FEDERAL 941 PR TAXES	563,662.21
01/13/2017	V108066	MG TRUST	130,069.76
01/13/2017	V05173	MN CHILD SUPPORT EFT	1,578.10
01/13/2017	V108320	MN DEPT OF REVENUE EFT	323.95
01/13/2017	V102916	MN STATE PR TAXES	90,396.15
01/13/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	82,595.36
01/13/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	259,225.04
01/13/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,449,763.55
01/25/2017	V106737	ASSOCIATED BANK (EFT)	4,849,453.75
01/25/2017	V06645	MEDICA HEALTH PLAN (EFT)	182,158.50
01/25/2017	V106638	PEIP - HLTH EFT	1,280,951.08
01/25/2017	V05012	U S BANK TRUST N A CORP EFT	10,664,635.78
01/25/2017	V80030	DELTA DENTAL PLAN OF MN(EFT)	66,503.78
01/25/2017	V104923	HARRIS BANK	31,357.40
01/25/2017	V100499	MN DEPT OF REVENUE EFT	20.00
01/27/2017	V106466	CITISTREET FOR MSRS	59,616.87
01/27/2017	V79764	DULUTH FEDERATION OF TEA	34,340.65
01/27/2017	V107231	DULUTH TEACHERS CREDIT	7,469.00
01/27/2017	V106637	EBC - FLEX EFT	12,265.82
01/27/2017	V106636	EBC - TSA EFT	74,714.31
01/27/2017	V79771	EDUCATION MN CLERICAL EFT	1,347.63
01/27/2017	V102915	FEDERAL 941 PR TAXES	612,356.99
01/27/2017	V108066	MG TRUST	130,755.00
01/27/2017	V05173	MN CHILD SUPPORT EFT	1,578.10
01/27/2017	V108320	MN DEPT OF REVENUE EFT	48.60
01/27/2017	V102916	MN STATE PR TAXES	98,471.28
01/27/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	100,122.62
01/27/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	267,876.42
01/27/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,597,767.71
01/27/2017	V05246	MN UI FUND EFT	10,371.27
			<u>22,789,542.48</u>

ISD 709 - Duluth Public Schools
GF Investment Activity for FY 2017
As of January 31, 2017

Beginning Investment Balance (December 31, 2016) \$ **16,532,414.84**

Add Purchases:					Yield	
Date	Issuer	Broker	Matures	(YTM)		
1/26/2017	MN Trust Term Series	MNT	1/27/2017	0.65%	14,000,000.00	
Total Purchases			\$	14,000,000.00		

Deduct Maturities/Calls/Sales:					Yield	
Date	Issuer	Broker	Matures	(YTM)		
1/3/2017	Western Bk Garden City KS	MBS	1/3/2017	0.50%	\$ 249,000.00	
1/9/2017	Sterling Bk Poplar Bluff MO	MBS	1/6/2017	0.60%	249,000.00	
1/13/2017	BMO Harris Bk Chicago IL	MBS	1/13/2017	0.60%	249,000.00	
1/17/2017	CF Bank Fairlawn OH	MBS	1/17/2017	0.50%	249,000.00	
1/17/2017	Luana Svgs Bk Iowa	MBS	1/17/2017	0.40%	249,000.00	
1/18/2017	Beal Bk Las Vegas NV	MBS	1/18/2017	0.55%	249,000.00	
1/23/2017	Synchrony Bk Retail Prog Bk	MBS	1/23/2017	0.60%	249,000.00	
1/17/2017	Federal Farm CR Banks	MBS	1/17/2017	0.56%	457,000.00	
1/26/2017	MN Trust Term Series	MNT	1/26/2017	0.55%	1,000,000.00	
1/26/2017	MN Trust Term Series	MNT	1/26/2017	0.66%	9,000,000.00	
1/26/2017	MN Trust Term Series	MNT	1/26/2017	0.65%	2,500,000.00	
1/26/2017	MN Trust Term Series	MNT	1/26/2017	0.67%	1,500,000.00	
1/26/2017	MN Trust Term Series	MNT	1/27/2017	0.65%	14,000,000.00	
Total Maturities			\$	30,200,000.00		

Other items:		
Add:	Money Market Funds Interest (January)	\$ 46.94
	Beginning Value Adjustment	
	Other Interest/Cash Balance on Account (Reverse)	
Deduct:	Transaction Fees/Other	
	Market Value Adjustment-Adjust for Cost Basis	(12,339.00)
Total Other		\$ (12,292.06)

Ending Investment Balance (January 31, 2017) \$ **320,122.78**

Note: Ending Investment Balance as of January 31, 2016 was \$ 4,550,327.85

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

Grade Levels	Mar Enrollment	Progression to PU	Projected PU	PUW	Projected APU	FINAL EOY APU 1516
KG	548	0.998689052	547.28	1.00	547.28	555.82
HK	51	1.005659602	51.29	1.00	51.29	81.92
Gr 1-3	1942	0.995986532	1934.21	1.00	1934.21	1927.37
Gr 4-6	1755.8	0.981976373	1724.15	1.00	1724.15	1744.57
Gr 7-8	1161.01	0.967285672	1123.03	1.20	1347.63	1323.83
Gr 9-12	2733.75	0.939703241	2568.91	1.20	3082.70	3138.15
Sub-Total	8191.56				8687.26	8771.66
Other APU Generators						
Early Childhood	229	0.373799859	85.60	1.000	85.60	86.97
Early Childhood Details	Final Count	Mar 1 Count	Final PU			
13-14	368.00	223	83.09			
14-15	371.00	237	93.34			
15-16	367.00	244	86.97			
16-17*		229	85.60			
Resident Tuition**						
Resident Tuition Details	Total APU				34.88	
13-14	36.47					
14-15	32.90					
15-16	35.28					
16-17*	34.88					
ALC**						
ALC Details	Total APU				258.79	
13-14	237.86					
14-15	278.11					
15-16	260.40					
16-17*	258.79					
Projected Total APU					8772.86	8858.63
Budgeted APU					8778.60	
Net					-5.74	

* Projected
 ** Included in Grade level projections

Fundraisers for February 2017

School	Organization	Function
Ordean-East	Student Council	Pennies for Patients
Denfeld	Girls Basketball	Grocery bagging
Ordean-East	Student Council	Pennies for Patients
Lincoln Park	Yearbook	Spirit wear sales
Stowe	5th Grade Wolf Ridge Trip	Beef sticks from Wrazidlo Meats

8030 250 SCHOOL BOARD MEMBER COMPENSATION

Commented [JMD1]: Change from first reading

School Board members shall be compensated for School Board work. Compensation shall be a stipend of \$630.00 per month, to a maximum of \$7,560.00 (excluding negotiations) during one (1) calendar year. The Chairperson, however, shall receive an additional \$52.50 per month for discharging the duties of his/her office. The maximum compensation for the chairperson shall not exceed \$8,190.00 (excluding negotiations) during one (1) calendar year. This policy shall be **effective January 1, 2008, and** reviewed **annually** in January **of odd numbered years.**

Board compensation is the stipend for all Board related activities, including committee assignments.

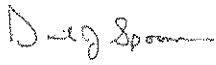
Board members shall not accept additional compensation from any source for Board related activities.

Adopted: 02-10-1981 ISD 709
 Revised: 07-10-1984
 03-08-1988
 03-10-1992
 01-09-1995
 06-20-1995
 03-18-1997
 02-28-2006
 06-20-2006
 02-28-2007
 02-26-2008
 01-22-2013
 01-21-2014
 Reviewed: 01-20-2015 ISD 709

8030 250 - 1 of 1

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: March 7, 2017

Re: PerMar Security Services Agreement

Attached are two copies of a new Agreement with PerMar Security Services. This agreement consolidates two older agreements, and will remain in effect for 60 months with no cost increase for that time period.

The total annual cost of this agreement is \$48,578.16, and due to recent changes this annual cost was reduced by \$5025.88 from previous years.

Recommendation:

I am recommending that the Duluth Public Schools School Board enter into an agreement with PerMar Security Services in the annual amount of \$48,578.16, for security services as indicated as per attached agreement and addendum.

Enclosures

Per Mar Security Services Basic Agreement



www.permarsecurity.com

Per Mar Security Location:
Per Mar Duluth MN

Billing Name
ISD #709 Duluth Public Schools
Address Number
215 N. 1st AVE E
City, State, Zip
Duluth, MN 55802

Contact Name
DAVID SPOONER
Phone Number
218-336-8700
Email Address
david.spooner@isd709.org

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SERVICES PROVIDED

This Agreement Relates to the following equipment to be Per Mar owned (PO) or customer owned (CO)

- Burglary PO CO NP PO CO NP
- Fire PO CO NP Other:
- Access PO CO NP
- Elevator PO CO NP
- CCTV PO CO NP
- Radio PO CO NP
- Remote Vision PO CO NP
- Videofied PO CO NP
- MAC PO CO NP

This Agreement relates to the following services to be provided (P) or not provided (NP).

- Monitoring P NP Central Station Online P NP P NP
- Open/Close Logging P NP Total Connect P NP Other:
- Open/Close with Schedule P NP Hold Up/Panic P NP Sched Patrol
- Activity Reports P NP Supervisory P NP Partition
- CCTV Service Agreement P NP Carbon Monoxide P NP ELEV Ph
- Access Control Service Agreement P NP Inspection Frequency P NP None
- Burglar Alarm Service Agreement P NP Sensitivity Inspection P NP None
- Fire Alarm Service Agreement P NP Test Timer P NP Monthly
- UL Listed P NP
- Alarm Response Officer P NP

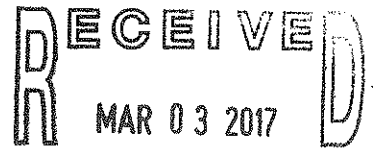
SPECIAL INSTRUCTIONS:

*Contract agreement with Addendum. This agreement is retroactive to begin 4/1/16
Recurring lockin price is retroactive to begin 4/1/16
Rate to remain same for 60 month duration.*

THIS AGREEMENT made this 1st day of March, 2016 by and between PER MAR SECURITY AND RESEARCH CORP., referred to as "PER MAR", and ISD #709 Duluth, referred to as Public Schools CUSTOMER.

1. PER MAR agrees to furnish system(s) and/or service(s) at the premises of CUSTOMER at See Addendum 4/1/2016
2. For the consideration mentioned, Customer shall pay the sum of \$ 0, payable upon acceptance of this Agreement, and the balance payable upon completion of the installation/purchase. At Per Mar's discretion, any eligible installation/purchase will be progressively billed based on a percentage of completion method computation. In addition, customer shall also be subject to terms in paragraph 6, if applicable. Authorization for progressive billing 0.
3. Customer agrees to pay the sum of \$ See Addendum monthly for ongoing services as specified, payable in advance during the term of this Agreement.

Initial _____



I.S.D. #709 FACILITIES MGMT

ADDITIONAL TERMS AND CONDITIONS

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7. When this Agreement refers to Inspection/Testing, listed equipment will be inspected/tested/cleaned as needed during normal business hours only (8 AM - 5 PM Monday - Friday) unless specifically stated otherwise under services provided area.
8. When this Agreement includes a service package for normal wear and tear to the system, service, (including all parts, with associated labor, except batteries) will be performed without charge. Service will, unless specifically stated otherwise, be performed 24 hours a day seven days a week. An additional charge shall be made for any repairs necessitated by causes other than ordinary wear and tear in accordance with the standard charges of Per Mar.
9. CUSTOMER authorizes PER MAR to perform the installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. Installation charges referenced in paragraph 2 above are based on PER MAR performing the installation with its own personnel or contractors of its choosing. If, for any reason, these services must be performed by other contractors, charges shall be revised accordingly. If any inspection bureau, or any other agency having jurisdiction, or the CUSTOMER by his own act, shall require or make necessary any changes in the system installation must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. PER MAR is authorized to make any preparation appropriate to the installation of the system, such as drilling holes, making attachments or doing any other thing.
10. When this Agreement includes the use of a "digital communicator" for transmitting alarm signals to a monitoring facility, the CUSTOMER understands that a digital communicator uses standard telephone lines for sending signals, and further that the monitoring facility will not receive signals when the transmission mode is cut, interfered with, or becomes otherwise damaged or non-operational. All charges made by any telephone company for installation, line charges, telephone calls and service charges for telephone lines and/or accessories to transmit alarm signals between CUSTOMER'S protected premises and any monitoring facility shall be paid by CUSTOMER. PER MAR shall not be obligated to perform monitoring service here under during any time when telephones or telephone equipment shall not be working. PER MAR recommends an alternate method of communication such as radio backup be added to the security system.
11. In the event of any default by CUSTOMER, without limiting the rights of PER MAR under this Agreement, PER MAR shall be entitled to retain all prepayments received and CUSTOMER shall immediately pay to PER MAR (a) all payments then due and payable, (b) all charges of labor, material and equipment incurred by PER MAR due to such default based on a time and material basis at PER MAR'S then prevailing charges, and (c) one hundred percent (100%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and PER MAR shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and PER MAR is the substantially prevailing party by judgement, award, finding or settlement, CUSTOMER shall pay directly or reimburse PER MAR for all of its costs and expenses including, without limitation or example consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs. Upon nonpayment of any sums due PER MAR under this Agreement, PER MAR reserves the right to remove or abandon all or any part of the system equipment, wiring and apparatus from CUSTOMER'S premises upon written notice to CUSTOMER of its intention so to do. In the event PER MAR exercises its right of removal under this paragraph, it shall not be liable for any damages resulting from the removal. In all systems, PER MAR retains ownership of the communications chip and accordingly may remove said chip when service is terminated. For panels not containing chips, PER MAR reserves the right to reprogram the panel not to call PER MAR'S monitoring station if service is terminated.
12. PER MAR hereby warrants to CUSTOMER only that all of the material is installed in a good and workmanlike manner. In the event that any part, except for batteries, shall become defective within one (1) year from the date of the original invoice for this installation, or for a term equal to that provided by the original equipment manufacturer, whichever is less, PER MAR shall replace or repair the defective part, without charge to you. This warranty is not assignable. PER MAR and representatives make no express warranties as to any matter whatsoever including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose; all other warranties are specifically excluded. This warranty does not cover any damage to material or equipment caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than PER MAR, or any other cause other than ordinary wear and tear. PER MAR shall not be liable for any general, direct, special, exemplary, punitive, statutory, multiple, incidental or consequential damages. Customer acknowledges: that any affirmation of fact or promise made by PER MAR shall not be deemed to create an express warranty; that PER MAR does not make any representation or warranty, including any implied warranty of merchantability or fitness that the system or service supplied may not be comprised, circumvented, or the system or services will in all cases provide the signaling, monitoring and response for which it was intended; that there are no express warranties which extend beyond those on the face of the Agreement hereof, or herein, and that all implied warranties, if any, coincide with the duration of this warranty.
13. CUSTOMER understands and agrees as follows: (i) neither PER MAR nor its directors, officers, shareholders, partners or employees (collectively, "representatives") is an insurer; (ii) it is the specific intent of the parties that (a) insurance covering all loss, damage and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this agreement, shall be obtained and continuously maintained by the CUSTOMER, (b) recovery for all such loss, damage and expense shall be limited to any such insurance coverage only, and (c) PER MAR and representatives are released from any and all liability for all such loss, damage and expense, (iii) PER MAR and representatives, except as set forth herein, make no guarantee, representation or warranty including, without limitation, any implied warranty of merchantability or fitness for purpose, (iv) PER MAR and representatives are released for all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to the execution of this agreement due to the improper operation or non-operation of the system (including, without limitation or example, the communications equipment or service necessary to transmit to or receive any data at the monitoring facility) or the response time of third

Initial _____

ADDITIONAL TERMS AND CONDITIONS

party emergency personnel; and (v) should there arise any liability on the part of PER MAR or representatives for economic losses, personal injury, including death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree of PER MAR or representatives including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to the execution of this agreement, or breach of this agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of \$250.00 collectively for PER MAR and representatives, and this liability shall be exclusive.

14. CUSTOMER agrees to indemnify, defend and hold harmless PER MAR, its successors and assigns, from any loss, cost or expense, including attorneys' fees and court costs, on account of any claim for damages by any person not a party to this Agreement arising out of or in connection with the operation or nonoperation of the system or services; whether these claims be based upon alleged intentional conduct, negligence, or product liability on the part of PER MAR, its agents, contractors, or employees.
15. CUSTOMER hereby releases PER MAR and Representatives for all losses, damages and expenses (i) covered by CUSTOMER'S insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by CUSTOMER'S insurance, and (iv) due to under insurance. As an inducement to PER MAR to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER'S insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right to subrogation against PER MAR or Representatives.
16. If required by any Statute, Rule, or Ordinance, the CUSTOMER may cancel this transaction if required and authorized after the date of the execution of this Agreement.
17. It is expressly agreed that this Agreement shall be governed by Laws by the State of Iowa. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in Davenport, Iowa. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any suit, action or other legal proceeding brought by either party.
18. PER MAR'S invoices are payable by the CUSTOMER to PER MAR upon presentation to the CUSTOMER, without deduction or offset of any kind or nature whatsoever. CUSTOMER agrees to pay PER MAR interest at one and one-half percent per month, or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. All claims, actions or proceedings, legal or equitable, against PER MAR or Representatives must be commenced in Court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred.
19. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
20. This Agreement is not assignable by CUSTOMER except upon the written consent of PER MAR, which shall be in PER MAR'S sole and absolute discretion. This Agreement or any portion thereof is assignable by PER MAR in its sole and absolute discretion.
21. Voice Over Internet Protocol (VoIP) – This technology will affect the connection via the phone line at your location to our Central Station. If you choose VoIP technology, you must contact us to assure connectivity to our Central Station. This may require an upgrade of your system that is not covered under any service agreement with PER MAR.
22. Additional service charge shall apply if an alarm response officer discovers an authorized individual present who did not call to cancel the alarm properly.
23. Any electronic manipulation of this Agreement without written consent of PER MAR Security voids this Agreement.
24. Calls with Per Mar representatives may be recorded for quality assurance.

NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT.

Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

3 DAY RIGHT OF REFUSAL (for residential customers only)

You may cancel this transaction without any penalty or obligation within THREE (3) business days from THIS AGREEMENT made date on the first page of the agreement. If you cancel, any property traded in, any payments made by you under the agreement or sale, and any negotiable instrument executed by you under the agreement or transaction, will be returned within TEN (10) business days following receipt by PER MAR of your cancellation notice, and any security interest received, any goods delivered to you under this agreement or transaction sale, or you may, if you wish, comply with the instructions of PER MAR regarding the return shipment of the goods at PER MAR'S expense and risk. If you make the goods available to PER MAR and PER MAR does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to PER MAR, or if you agree to return the goods to PER MAR and fail to do so, then you remain liable for performance of all obligations under this agreement.

Initial _____

ISD #709 Duluth Public Schools

ADDENDUM A TO BASIC AGREEMENT DATED 04/01/2016

Site Name	Location Address	DL	RDL	FA	R	D	ELE	CTV		Services Provided							Radionet	School Patrol	Com w/key	Supervisory	Elevator	Supervisory	
										Basic Monitor	Burg Monitor	Fire Monitor	BA/FA Service	Act Rpt Mail	PMO	Open/Close							
New East High School (Ordean) *	301 N. 40th Ave E.	DL12774	RDL12115						Duluth, MN 55804	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00
Denfeld High School *	401 N. 44th Ave W.		RDL11049	FA15445					Duluth, MN 55907	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00
Ordean East Middle School *	2900 E. 4th St.		RDL11183	FA11865				CTV	Duluth, MN 55812	X	X	X	X	X	X	X	X	X	X	XX	X	\$ 207.00	
Congdon *	3116 E. Superior St.		RDL12116	FA11878			ELE		Duluth, MN 55812	X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00	
Myers-Wilkins *	1027 N 8th Ave E.		RDL12133	FA11657	R12933		ELE		Duluth, MN 55805	X	X	X	X	X	X	X	X	X	X	XX	X	\$ 207.00	
Laura MacArthur *	720 N. Central Ave		RDL11279						Duluth, MN 55807	X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00	
Lester Park *	5300 Glenwood St.	DL13434	RDL11278						Duluth, MN 55804	X	X	X	X	X	X	X	X	X	X	X	X	\$ 207.00	
Lincoln Park *	3215 W. 3rd St		RDL11472	FA16288					Duluth, MN 55806	X	X	X	X	X	X	X	X	X	X	XX	X	\$ 207.00	
Piedmont *	2827 Chambersburg Ave	DL13432	RDL12134						Duluth, MN 55811	X	X	X	X	X	X	X	X	X	X	XX	X	\$ 207.00	
Home Croft **	4784 Howard Gnesen Rd.			FA11684					Duluth, MN 55903	X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00	
Lakewood **	5207 N. Tischer Rd.	DL11527	RDL12122		R10922	D010459			Duluth, MN 55804	X	X	X	X	X	X	X	X	X	X	X	X	\$ 193.00	
Lowell Barnes **	2000 Rice Lake Rd.		RDL12120						Duluth, MN 55811	X	X	X	X	X	X	X	X	X	X	X	X	\$ 193.00	
Stowe **	715 101st Ave W.	DL11374	RDL12119	FA10280	R10494				Duluth, MN 55806	X	X	X	X	X	X	X	X	X	X	X	X	\$ 193.00	
Central High School **	800 E. Central Entrance	DL12414	RDL12121	FA11685					Duluth, MN 55805	X	X	X	X	X	X	X	X	X	X	X	X	\$ 259.12	
Rock Ridge **	4849 Ivanhoe St.	DL11728		FA12114	R10912				Duluth, MN 55804	X	X	X	X	X	X	X	X	X	X	X	X	\$ 235.62	
Nettleton **	108 E. 6th St.								Duluth, MN 55802	X	X	X	X	X	X	X	X	X	X	X	X	\$ 264.50	
Central Administration **	215 N 1st St East								Duluth, MN 55802	X	X	X	X	X	X	X	X	X	X	X	X	\$ 107.08	
Garfield Center **	330 Garfield Ave		RDL12118						Duluth, MN 55818	X	X	X	X	X	X	X	X	X	X	X	X	\$ 188.57	
Transportation **	3200 W Superior St		RDL12117						Duluth, MN 55806	X	X	X	X	X	X	X	X	X	X	X	X	\$ 179.54	
Secondary Tech **	802 E Central Entrance								Duluth, MN 55806	X	X	X	X	X	X	X	X	X	X	X	X	\$ 107.68	
Secondary Tech ANNEX **	730 E Central Entrance								Duluth, MN 55805	X	X	X	X	X	X	X	X	X	X	X	X	\$ 92.07	
																					Monthly	\$ 4,048.18	

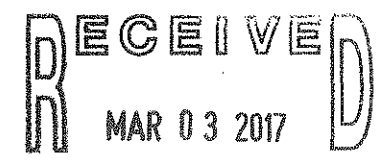
For the 5 year period beginning April 1, 2016

No change to the monthly recurring rate for the duration of the agreement

Annual \$ 48,578.16

Signed _____ Date _____

* denotes panel, zone expanders and radio owned by Per Mar
 ** denotes all equipment owned by Per Mar



**To: Doug Hasler
School Board Members**

From: Dave Spooner 

Date: March 8, 2017

Re: Quote #4264– Lead in Drinking Water Testing – District Wide

Quotes were solicited from four contractors for Lead in Drinking Water Testing - District Wide. Two quotes were received in response to the School District's request for quotes. Arrowhead Consulting & Testing, 5606 Miller Trunk Highway, Duluth, MN submitted the lowest responsible quote with an estimated value of \$27,000.00.

Recommendation:

It is recommended the Duluth School Board approve the contract with Arrowhead Consulting & Testing to complete the work defined in Quote #4264 – Lead in Drinking Water Testing – District Wide for a total estimated amount of \$27,000.00.

Attachment

PROPOSAL TABULATION
DISTRICT WIDE
LEAD IN WATER TESTING
QUOTE #4264

Tuesday, March 14, 2017

Vendor	Total Cost	Cost per Sample
Environmental Troubleshooters 3825 Grand Avenue Duluth, Minnesota 55807 phone: 722-6013 fax: 722-6319	<i>no bid</i>	
Arrowhead Consulting & Testing 5606 Miller Trunk Highway Hermantown, Minnesota 55811 phone: 729-0987 fax: 729-8297	\$27,000.00	\$11.00
Twin Ports Testing, Inc. 1301 North 3rd Street Superior, Wisconsin 54880 phone: 392-7114 fax: 392-7163	\$49,058.20	\$19.20
Institute for Env. Assessment (IEA) 9201 West Broadway, #600 Brooklyn Park, Minnesota 55445 phone: 800-233-9513	<i>no bid</i>	

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of March, 2017, by and between Duluth Public Schools, Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Arrowhead Testing and Consulting Incorporated, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 14, 2017 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.**
 1. Contractor shall perform that work requested from time to time by the authorized representatives of the District. Contractor shall perform only that work specifically requested by the District. Except as otherwise specifically agreed, no specific or minimum amount of work is guaranteed by this Contract, and the District shall use such consulting services as it chooses and in its sole discretion. The Contractor shall advise the District if it recommends that other work or additional work be performed.
 2. The work to be performed by Contractor is described as follows: Outlined in the Scope of Work section of Quote #4264.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$27,000.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
- a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Jason Barsness, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Arrowhead Testing and Consulting, Inc., 5606 Miller Trunk Hwy, Hermantown, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Doug Hasler	CFO/Executive Director of Business Services

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

ARROWHEAD CONSULTING &
TESTING INCORPORATED

Chair, Board of Education

By

Clerk of the Board or Designee

Title

Taxpayer Identification Number

RESOLUTION
Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION
Denfeld	Maurices	\$1,250.00	General Fund, All Night Grad Party, Yearbook, Soar Program, Art Dept.
Denfeld	AMFA Educational Trust	\$500.00	Robotics
Denfeld	Mary Roses	\$40.00	Robotics
Denfeld	Diane Larson	\$20.00	Robotics
Denfeld	The Institute of Electrical and Electronics Engineers Inc/IEEE Arrowhead Section 400100	\$500.00	Robotics
East	Maurices	\$1,250.00	No
Homecroft	Duluth Teachers Credit Union	\$164.00	Kindergarten Field Trip
Homecroft	Wells Fargo Community Support Campaign	\$65.00	No
Homecroft	Homecroft PTA	\$535.00	Wolf Ridge trip
Homecroft	Hermantown Federal Credit Union	\$200.00	Field Trips
Laura MacArthur	Denfeld Exec Board	In kind	Students
Laura MacArthur	Carolyn Zanko	In kind	No
Lincoln Park	Irving Community Assn.	\$2,000.00	Pawsitive Perks
Ordean-East	2017 Winter Concert bucket pass	\$460.00	Orchestra
Ordean-East	2017 Winter Concert bucket pass	\$1,110.27	Band
	Total	\$8,094.27	

RESOLUTION

Authorized Bank Account Signer – February 2017

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
Merritt Creek Academy	DTCU	XXXX0	Lisa Jarvela	Kathryn Sislo
Woodland Hills	DTCU	XXXX1	Lisa Jarvela	Kathryn Sislo

RESOLUTION
Release of Collateral

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby releases the \$100,000 par value FHLB note, CUSIP number XXXXXXCV7 pledged as collateral by North Shore Bank of Commerce.

AMY ANDERSON WORKSHOPS
**PROJECTED
INVOICE**

812-747-8946

amyandersonart@gmail.
com1705 University Ave NE
Minneapolis, MN 55413
 Attention: Marcia Nelson
 Title: Assistant Principal
 Denfeld High School
 401 North 44th Ave West
 Duluth, MN 55807

Tonya Scoriers

Project Title: Teacher Inservice

Project Description: Encouraging cultural awareness in our community

Invoice Number: 67890

Terms: TBD

Description	Quantity	Unit Price	Cost
Workshop Creation	1	\$ 750	\$ 750
Travel to Duluth	1	\$ 200	\$ 200
Presentation hours	2	\$ 50	\$ 100
Misc Materials	TBD		TBD
		Subtotal	\$ 1,050
		Tax	exempt \$ 0
		Total	\$ 1,050
School discount	-450	New Total	\$ 600

Please contact me if you have any additional questions!

Sincerely yours,

Amy Anderson

1/23/2017

Temp Expiry: 48hrs,access@161776.org

Amy Anderson Contract Agreement - Invitation to edit

Amy Anderson: amyanderson@dpsschools.com
 To: Temp Expiry: 48hrs,access@161776.org

Hi Amy,
 Here is the signed contract!
 Thanks for the referral. I worked here for
 17 years before I left!
 All the best!
 Amy

Wed, Jan 25, 2017 at 9:12 PM
 54

Contract Agreement

This Agreement, made and entered into this 19th day of January, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Anderson, 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 January 19, 2017, 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 \$600. 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, 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 Doug Hasler, Director of Budget &

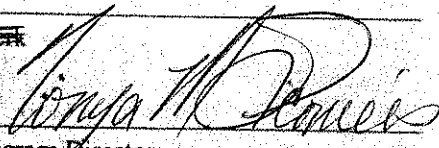
Finance, ISD709, Duluth Public Schools, 215 N. 1st Ave. E. Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1705 University Ave NE, Minneapolis MN 55413 (Mailing address, including zip 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)

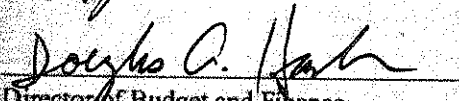
As evidence of their assent to the terms and conditions of this agreement, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Independent School District #709

~~Chair~~

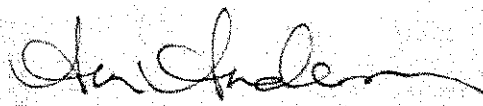


Program Director



Director of Budget and Finance

Contractor



Amy Anderson
Name

Independent Contractor 1/19/17
Title Date

Taxpayer Identification Number

1/25/17
Date

CONTRACT FOR SERVICES

This contract is hereby entered into between GrayHall LLP and

Customer Name: Denfeld High School

Address: 401 North 44th Avenue W
Duluth, MN 55807

Contact Person: Tonya M. Sconiers
Principal
(218) 336-8830
Tonya.Sconiers@isd709.org

GrayHall LLP agrees that it will perform the services outlined herein.

The agreement between Denfeld High School and GrayHall LLP is as follows:

I. SERVICES PROVIDED BY GRAYHALL LLP

GrayHall LLP will provide the following services and products.

Complete necessary prep, facilitation activities and meeting notes for focus groups with the following key stakeholders to complete a SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) related to Denfeld High School becoming a full-service community school:

- a. Students
- b. Staff
- c. Parents
- d. Community

Specific dates, times of focus groups will be co-created with the Denfeld Community School Leadership Group. Ideally all focus groups will be completed during a 5-week period February 27 – March 31, 2017.

GrayHall will also participate in pre-meeting discussions with planning partners, as needed.

II. TERMS OF PAYMENT

Denfeld High School agrees to promptly pay for all services performed and goods or materials supplied by GrayHall LLP in accordance with the following schedule:

1. Compensation: (hourly rate; lump sum)

Total: \$4,000

2. Reimbursement: For travel, subsistence and other out-of-pocket expenses actually and necessarily incurred by GrayHall LLP in performance of this contract.

Travel expenses included in total cost of contract

3. Total obligation: The total obligation for all services performed and goods or materials supplied is:

\$4,000 in compensation paid to GrayHall LLP

4. Invoices to be sent at end of month for work completed during that month.

III. CONDITIONS OF WORK

GrayHall LLP agrees to perform work in accordance with all applicable federal, state, local laws and ordinances, rules, and regulations. In accordance with the project proposal GrayHall LLP will work closely with the customer to develop product/services, it is up to the customer to alert GrayHall LLP at the designated intervals during the development process if the product or services are unsatisfactory. Otherwise, the terms of payment must be honored.

IV. TERMS OF CONTRACT

The period of this contract is: 1/17/17 to 4/30/17

V. CANCELLATION

This contract can be canceled by GrayHall LLP or the customer at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation GrayHall LLP shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed (to include preparation of materials for project).

VI. AUTHORIZED AGENT

The authorized agent for the purposes of administration of this contract is:

Karen Gray, Senior Partner
GRAYHALL LLP
1213 Summit Avenue
Saint Paul, MN 55105
(651) 222-8333
Kgray@grayhall.com

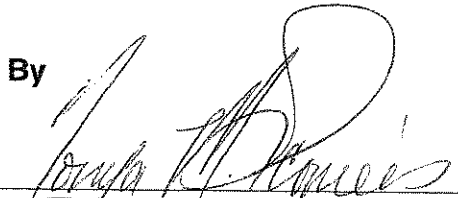
VII. AMENDMENTS

Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.


Denfeld High School

GrayHall LLP

By



By



Title


Principal

Title Senior Partner

Date

1/25/17

Date 1/25/17


(Signature of CFO)

CFO

(Title)

2/8/17

(Date)

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Avalon Educational Institute, 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 January 27, 2017, 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.** Contractor will provide lessons/demonstrations of Martial Arts at various schools in Physical Education classes throughout the district. Schools may include:
 - Ordean East Middle School & Lincoln Park Middle School
 - Denfeld High School & East High School
 - Other locations and performance dates are to be determined.
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 up to a total of 15 classes at \$200 (two-hundred and no/100 dollars)/class up to a sum not to exceed \$3,000.00 (three-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;
 - 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. **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.

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

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

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of 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: Avalon Educational Institute, 404 W Superior St, Duluth, MN 55802.

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

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

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

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

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

15. **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.

AGREEMENT

THIS AGREEMENT, made and entered into this day 27th of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Jordon Moses, 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 January 27, 2017, 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.** Presenter for Cultural Sharing Series provided for Staff at HOCHS. Presenter will be paid \$150.00/per session (2 hour session + 1 hour preparation) up to six sessions. The first session is scheduled for Monday, February 1, 2017. Other sessions to follow throughout the 2nd Semester.

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 \$150.00 per session up to a sum not to exceed \$900.00 (nine 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 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 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.

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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: Jordon Moses, 824 W College St #12, Duluth, MN 55811.

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.

AGREEMENT

THIS AGREEMENT, made and entered into this day 30th of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Stephan Witherspoon, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 15, 2017, 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.** Presenter for the Denfeld Black History Month Celebration provided for staff and students. Contractor will deliver a keynote speech for the Black History Month Celebration on Wednesday, February 15th, 2017.
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 \$150.00 for this one-time service (one-hundred fifty 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 10 days 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 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: Stephan Witherspoon, 1827 Logan Ave, Superior, WI 54880.

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:

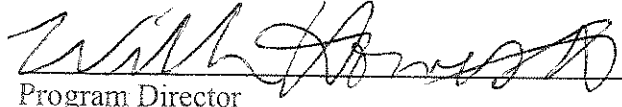
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

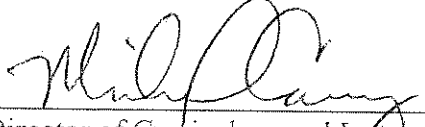
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under 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 _____ Date 2/21/17

~~William Howes~~ AARON GELINEAU
Initiator - (Contact with questions) _____ Date _____


Program Director _____ Date 2/13/17


Director of Curriculum and Instruction _____ Date 2/17/17


Director of Business Service / Superintendent of Schools _____ Date 2/22/17

AGREEMENT

THIS AGREEMENT, made and entered into this day of January 18, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Smart, 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 January 10, 2017 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 be on contract with DPS American Indian Education Department to provide career mentoring as a tool for college preparation and will also provide Ojibwe storytelling to students/staff. Fee for presentations \$50.00 (Fifty Dollars) per session and mileage will be paid.
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 \$1,000.00 (One 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: R 162 Cherry Lane Edgar WI 54426

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

1-29-17
Date

[Signature]
Program Director

1/26/17
Date

[Signature]
Director of Curriculum and Instruction

2/17/17
Date

[Signature]
Director of Business Service / Superintendent of Schools

2/22/17
Date



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 **June 6, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3.5 hours a day, 3 day per week, and up to 39 days.
 2. The AGENCY shall perform these services at: **2310 E. 4th Street Duluth, MN 55812.**
 3. The approximate date the service will begin is, **September 19, 2016** and shall not extend beyond **December 21, 2016**; the contract not to exceed a total of **39 Days** (3 Days per Week) and a total cost up to **\$1,040.00.** (\$250.00 per month + \$40.00 Activity Fee).
 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 6 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

Douglas A. Hartman
C.F.O. Executive Director of Business Services

Date 2/16/17

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

By *Tom Cronin* 2/14/17
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 **February 14, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ 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 2.5 hours a day, 1 day per week, and up to 12 days.
 2. The AGENCY shall perform these services at: **2310 E. 4th Street Duluth, MN 55812.**
 3. The approximate date the service will begin is, **September 16, 2016** and shall not extend beyond **December 31, 2016**; the contract not to exceed a total of **12 Days** (1 Days per Week) and a total cost up to **\$220.00.** (\$45.00 per month + \$40.00 Activity Fee).
 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** 6 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

Douglas A. Hark
C.F.O. Executive Director of Business Services

Date 2/16/17

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

By *Jean Crane* 2/14/17
Director

UNIVERSITY OF MINNESOTA

THIRD AMENDMENT TO
USE AND SERVICES AGREEMENT

THIS THIRD AMENDMENT TO USE AND SERVICES AGREEMENT (the "**Amendment**") is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**").

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015 and a Second Amendment dated March 22, 2016 (the "**Agreement**"), providing for Licensee's use of the Robert F. Pierce Speech-Language-Hearing Clinic (the "**Clinic**") on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee's clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2017 and ending June 30, 2018, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee's clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee's request to renew.
4. The License Fee for the annual renewal beginning July 1, 2017 will be \$115.76 per month and the Calibration Fee will be \$283.67 per month. The Fee for Secretarial Services \$490.77 per month. All other fees remain unchanged.
5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.
6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy.

7. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota Duluth Public Schools ISD 709

By: _____

Name: Susan Carlson Weinberg, CRE

Title: Director of Real Estate

Date: _____

By: Douglas A. Hasler

Name: Douglas A. Hasler

Title: CFO

Date: 2/22/17

STATE OF MINNESOTA ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between Duluth School District #709, Myers-Wilkins Elementary ("Contractor") and MDH Asthma Program ("State").

Pursuant to Minnesota Statutes Section 15.061 the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

- Plan and conduct an interactive event open to all students, families and community members that provides students and parents the opportunity to learn about asthma and self-management of asthma.
- Collaborate with community partners, Local Public Health and health professionals to provide National Asthma Education and Prevention Program (NAEPP) based educational opportunities during the event.
- Make information available to community members about options to access health insurance coverage through MNSure.
- Complete a post intervention outcomes report and send it to the MDH Asthma Program
- Participate in a post intervention phone interview with MDH Asthma staff
- Provide the State with documents, outlines, policies, training tools and other materials developed in the course of this project.

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.
2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
4. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
 - 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

- 5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
- 6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
- 7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
- 8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

The Contractor must sign its approval in the designated signature block and return the original signed Agreement to the address shown below, prior to the commencement of services.

Agreement Begin Date: February 23, 2017 Agreement End Date: May 31, 2017

The total amount that the State agrees to pay for the above services is: \$ 1500.00

The Contractor must submit one invoice upon completion of the above services to:

Minnesota Dept. of Health
 Attn: Susan Ross
 Asthma Program
 85 E. 7th Place
 PO Box 64882
 St. Paul, MN 55164-0882

1. ENCUMBRANCE VERIFICATION:


Signed:	<i>Linda C Nelson</i>
Date:	2/15/17
Annual Plan T-number:	17A12 109774/46178

2. CONTRACTOR:

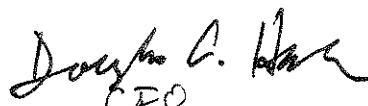
By:	<i>Douglas C. Hart</i>
Title:	CFO
Date:	2/16/17


3. STATE AGENCY:

By (authorized signature):
Title:
Date:

 SAINT PAUL COLLEGE A Community & Technical College	Sign Language Interpreter/Transliterater Program INTP 2592: Spring Internship TRAINING AGREEMENT
<p>The Saint Paul College Sign Language Interpreter/Transliterater Program is requesting the placement of student intern(s) at your site. A Training Agreement must be signed and on file in the Saint Paul College Sign Language Interpreter/Transliterater Program office <u>prior to student placement</u>. The Training Agreement identifies the minimum standards/conditions required for the internship experience. Full description of the program, student intern, and site responsibilities are identified in the <u>Interpreter Internship Handbook of Policies and Procedures</u>.</p>	
<p>Internship Objectives: The Saint Paul College faculty views the internship primarily as a learning experience. The overall objectives are to gain a more comprehensive understanding of the field and to further develop the work-related and performance skills necessary to become an effective interpreter. It is the responsibility of the student intern to commit to <u>personal achievement</u> and to maximize every opportunity provided.</p>	
Parties Involved	Agreement
Program faculty at Saint Paul College will:	<ol style="list-style-type: none"> 1. Provide the necessary training and evaluation of the student intern's knowledge/skills prior to internship placement. 2. Provide Interpreter Internship Handbook of Policies and Procedures and requisite forms (Internship Training Agreement, Code of Professional Conduct, Attendance, Midterm and Final Progress Report) to host site and student intern. 3. Determine internship placement for student interns using student preference, performance skill evaluations, and site requirements (interview and/or skills performance portfolio and/or background study). 4. Provide Internship Information Session for site representatives to discuss internship site/student/program responsibilities. 5. Complete two pre-arranged faculty on-site skills observation evaluations. In the case of out-of-state placement, faculty observation evaluations will be conducted by Electronically Submitted Tapings. 6. Provide ongoing communication with internship site representatives and student interns. 7. Follow the due process procedure identified in the Interpreter Internship Handbook of Policies and Procedures and in this form to resolve any problems that cannot be resolved on-site. 8. Review all required internship site forms, assignments, and other requirements to determine the internship grade for student interns.
The student intern will:	<ol style="list-style-type: none"> 1. Complete all internship forms and site placement requirements (interview and/or skills performance portfolio and/or background study). 2. Review the Interpreter Internship Handbook of Policies and Procedures and requisite forms (Training Agreement, Code of Professional Conduct, Attendance, Midterm, and Final Progress Report) to understand internship objectives, responsibilities and requirements. Forms must be signed before submission. 3. Present a resume/letter of introduction to the site and arrange an orientation site visit to discuss internship personal objectives/expectations, and site work-related requirements (policies/procedures, code of professional code and dress code expectations that the student intern will need to follow at the internship site). 4. Meet the internship requirement of a minimum of 25 hours per week on-site with a maximum of a 40 hour time commitment. 5. Follow the daily/weekly schedule determined by the site. 6. Prepare for specific work-assignments; request materials, identify goals, and participate in feedback sessions. 7. Coordinate with mentor two pre-arranged faculty on-site skills observation evaluations or in the case where internship placements prohibit an on-site observation, complete two taping sessions which must be electronically submitted for faculty evaluation. 8. Participate in Midterm and Final Report discussions and sign reports before submission. 9. Follow the due process procedure identified in the Interpreter Internship Handbook of Policies and Procedures and in this form to resolve any problems that cannot be resolved on-site. 10. Submit all required forms/assignments on or before the required due dates.

<p>The internship host-site will:</p>	<ol style="list-style-type: none"> 1. Provide internship placement(s) from February 22– April 28, 2017 that offer student intern(s) a minimum of 25 hours per week on-site with a maximum of a 40 hour time commitment. 2. Review the Internship Handbook of Policies and Procedures and requisite forms (Internship Training Agreement, Code of Professional Conduct, Attendance, Midterm, Final Progress Report) to understand internship objectives, responsibilities and requirements. 3. Submit signed Internship Training Agreement and Code of Professional Conduct forms and on-line internship forms by required timeline. 4. Provide an environment that is professional, safe, challenging and respectful to issues of diversity and individual differences. 5. Orient the student intern to the internship site. Make known to the intern the work-related requirements, site policies/procedures, intern role expectations, professional code of conduct and dress code expectations that the student intern will need to follow at the internship site. 6. Develop an on-site internship plan that includes a nationally certified lead mentor/supervisor, daily/weekly schedule of work assignments, preparation time for assignments, and the resources needed to carry out scheduled tasks. 7. Complete/sign Internship forms and site progress reports and discuss results with the student intern to determine specific goals to ensure continued progress. 8. Coordinate with the student intern two appropriate situations for Saint Paul College faculty on-site skills evaluations or tapings that include follow-up feedback discussions. 9. Counsel/advise student interns in professional/ethical situations to resolve conflicts or role relationship problems that may surface during Internship. 10. Follow due process procedure identified in the Internship Handbook of Policies and Procedures and in this form to resolve any problems that cannot be resolved on-site. 								
<p>All parties will:</p>	<p>Continue with this agreement until the internship is completed or until it is determined that the agreement must be revised or discontinued. In the case of a problem that cannot be resolved on-site, all parties agree to the following due process procedure:</p> <ul style="list-style-type: none"> • A written notification is presented to <i>all parties</i> (site mentor, site supervisor, student intern, and Saint Paul College faculty) to identify information pertinent to the conflict. • A meeting with <i>all parties</i> to facilitate resolution. At the conclusion of the meeting <i>all parties</i> must sign either the Terms of Resolution form which identifies specific actions to continue the internship; or, the Termination of Internship form which states the reasons to discontinue the internship. If the conditions outlined in the Terms of Internship Resolution are not satisfactorily met during the remainder of the internship, <i>all parties</i> may agree to dissolve the Training Agreement; in that case all parties must sign the Termination of Internship form. <p>**Upon conclusion of the internship training period, the site is not obligated to continue placement of the student intern for the purposes of employment.</p>								
<p>We agree to the conditions identified in this Training Agreement</p>	<table border="0"> <tr> <td>Signatures: <u>ISD 709</u></td> <td>Date: <u>1-10-17</u></td> </tr> <tr> <td>Host Site: <u>Piedmont Elementary School</u></td> <td>Date: _____</td> </tr> <tr> <td>Student: _____</td> <td>Date: <u>1-10-17</u></td> </tr> <tr> <td>Faculty: <u>Linda Hanson</u></td> <td>Date: _____</td> </tr> </table>	Signatures: <u>ISD 709</u>	Date: <u>1-10-17</u>	Host Site: <u>Piedmont Elementary School</u>	Date: _____	Student: _____	Date: <u>1-10-17</u>	Faculty: <u>Linda Hanson</u>	Date: _____
Signatures: <u>ISD 709</u>	Date: <u>1-10-17</u>								
Host Site: <u>Piedmont Elementary School</u>	Date: _____								
Student: _____	Date: <u>1-10-17</u>								
Faculty: <u>Linda Hanson</u>	Date: _____								
<p>A signed copy of the Internship Training Agreement must be on file in the Saint Paul College Sign Language Interpreter/Transliterater Program office before Internship can officially begin.</p>									
<p>Mail to Patty O'Connell, Saint Paul College - A Community & Technical College, 235 Marshall Avenue, Saint Paul, MN 55102 or Email patricia.oconnell@saintpaul.edu on or before: October 3, 2016.</p>									


 CFO
 2/16/17

 <p>SAINT PAUL COLLEGE A Community & Technical College</p>	<p align="center">Sign Language Interpreter/Transliterater Program INTP 2592: Interpreter Internship Code of Professional Conduct Agreement Form</p>
<p>Internship Objectives: The purpose of the internship is to provide students an applied experience that enhances the knowledge and skills acquired in their training program; gain real-world practical experiences and learn from working professionals in the field.</p>	
<p>Code of Professional Conduct Agreement: The purpose of this form is to verify that the student intern has been informed of and accepts responsibility to adhere to workplace expectations that govern ethical and professional behaviors.</p>	
<p>Limitations of Code: It is the understanding of all parties that the NAD-RID Code of Professional Conduct does not cover every situation. It is the responsibility of the student intern to seek the counsel of the interpreter mentor/supervisor to determine appropriate practices and to identify actions that will result in adherence to ethical and professional behavior.</p>	
<p align="center">Agreement to a Code of Professional Conduct (formalized at the host site or RID) Governing Ethical and Professional Behaviors</p>	
<p>I understand that the Interpreter Internship requires that I adhere to workplace expectations and a code of professional conduct that governs ethical and professional behaviors at the host site. I know that it is my responsibility to understand and adhere to the Code and all of its requirements.</p>	
<p>I understand that I may gain access to private information and that this information must be maintained at the strictest level of confidentiality. Failure to maintain confidentiality may result in termination from the host site.</p>	
<p>I understand that I must make every effort to exercise prudence and good judgment, to make decisions that comply with site policy and procedure that support professional standards.</p>	
<p>I understand that I must meet with the interpreter mentor/supervisor to discuss ethical and professional decision-making, actions, and/or issues/concerns that surface during the internship. I will make every effort to understand the conflicts or points of misunderstanding and to seek avenues of effective resolution.</p>	
<p>I understand that I can request a conference with the site interpreter mentor/supervisor and the Saint Paul College Program faculty to discuss issues/problems and possible strategies to mediate any unresolved conflict situation.</p>	
<p>I understand that compliance with workplace expectations and a code of professional conduct protects me, others, the site, and the training program.</p>	
<p>Student Intern Signature:</p>	<p>Date:</p>
<p>Mentor Signature: <i>Jwa Durane</i></p>	<p>Date: 1-11-17 <i>Douglas Hosh</i></p>
<p>Host Site: <i>Duluth Public Schools/SD 709</i></p>	

Mail signed form to: Patty O'Connell, Saint Paul College - A Community & Technical College, 235 Marshall Avenue, Saint Paul, MN 55102 or Email to: patricia.oconnell@saintpaul.edu on or before: October 3, 2016.

A signed copy of the Code of Professional Development form must be on file in the Saint Paul College Sign Language Interpreter/Transliterater Program office before Internship can officially begin.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[Insert name of College/University]

**MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP**

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Saint Paul College, Saint Paul, Minnesota, ("the College/University") and ISD 709 Duluth Public Schools, Duluth, Minnesota ("the Facility"). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The College/University has a Sign Language Interpreter/Transliterater Program (the "Program") for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The College/University agrees to:**
 - a. make arrangements with the Facility for a training experience at the Facility that will support the student's occupational goals and meet any applicable Program requirements.

- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Facility, as needed.
 - c. discuss with the Facility any problems or concerns arising from the student's participation.
 - d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
 - e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
 - f. assist in the evaluation of the student's performance in the training experience.
2. **The Facility agrees to:**
- a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
 - b. consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
 - c. assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
 - d. sign the weekly work report to verify the student's attendance.

3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. **TERM OF AGREEMENT**

This Agreement is in effect from February 14, 2017 or when fully executed, and shall remain in effect until May 1, 2017. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

- a. The College/University and the Facility each agree to bear their own costs associated with this Agreement and that no payment is required by either College/University or the Facility to the other party.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **MINNESOTA GOVERNMENT DATA PRACTICES ACT**

The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ["the Act"]) that classify the College/University's written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

11. **NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

FACILITY

Name: 

Authorized Facility Representative

Title: Superintendent

Date: 2/17/17

**Minnesota State Colleges and Universities
Saint Paul College**

Name: Patricia O'Connell

Dean: _____

Date: _____

AS TO FORM AND EXECUTION


By: (authorized College/University signature)

Title: VP of Finance & Operations

Date: 2/15/17

ATTACHMENT A
STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

Name of College/University: Saint Paul College

Name of College/University Program ("the Program"): Sign Language Interpreter/Transliterator Program

Type of Training Experience/Internship: Sign Language Interpreter/Transliterator Program Interpreter Internship

Dates of Training/Internship: February 22, 2017 – April 28, 2017

Student's Name: Laura Levar Phone #: 218-235-1112

Average number of hours to be worked by the Student each week: 25 – 35 hours

Facility Name and Address: ISD 709 Duluth Public Schools Myers-Wilkins Elementary School, 1027 N. 8th AVE. E., Duluth, MN 55805

Location Where Training will Occur (if different from Facility's Address above):

Facility Representative's Names: Patricia O'Connell Phone #: 651-846-1358
Linda Gill Phone#: 651-846-1607

Activities/Job tasks and skills the Student will learn: Apply Sign to Voice, Voice to Sign and Transliterating Skills; Apply Code of Professional Conduct to Ethical and Situational Dilemmas, Complete two Instructor Observation Sessions and Site Progress Report Sessions, Complete required Program Assignments.

Tools and Equipment the Student will use:

STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/ internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility's training site. The Student will promptly notify the Facility's training site if unable to report. The Student's placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and
3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and

4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and
5. Consult with the College/University instructors about any difficulties arising at the Facility's training site; and
6. Be present at the Facility's training site on the dates and for the number of hours agreed upon; and
7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University's instructors.

The Student also understands and agrees that:

- a. placement and participation in this training experience is not employment with the College/University or Facility;
- b. the Student is not covered by the College/University worker's compensation coverage; and
- c. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that the Facility does not promise or guarantee any future employment for the student.

The Student understands that he/she is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Student's Signature: _____

Student's Name (please print): _____

Date: _____

Name of Student's Parent (required for students under 18 years of age) (please print):

Parent's Signature: _____

Date: _____

Saint Paul College, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator.