

**Business Committee - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, March 21, 2017

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

Duluth, MN 55811

6:30 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) <u>Lead in Drinking Water Testing - District Wide</u>	<u>42</u>
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.	
<u>Recommendation:</u> 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.	
3) <u>PLACEHOLDER - Design Services for the Woodland Hills/Rockridge Design Project</u>	
B. <u>Change Orders</u>	
1) <u>PLACEHOLDER - Other Change Orders</u>	
C. <u>Leases - None</u>	
5. <u>Resolutions</u>	
A. <u>B-3-17-3437 - Acceptance of Donations to Duluth Public Schools.</u>	<u>49</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-3-17-3437.	
B. <u>B-3-17-3438 - Authorized Bank Account Signer</u>	<u>50</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-3-17-3438.	
C. <u>B-3-17-3439 - Release of Collateral</u>	<u>51</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B -3-17-3439.	
D. <u>PLACEHOLDER - Sale of Property</u>	
6. <u>Informational - These items are provided for informational purposes only and no action is required.</u>	
A. <u>Expenditure Contracts</u>	<u>52</u>
Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of February 2017.	
B. <u>Revenue Contracts</u>	<u>78</u>
Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of February 2017.	
C. <u>Other Contracts</u>	<u>82</u>
Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of February 2017.	
D. <u>Change Orders Signed - None</u>	
E. <u>Facilities Management &amp; Capital Project Status Report</u>	<u>92</u>
F. <u>Lake Superior Swim Club Contract</u>	
Administration updated 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

**Duluth Public Schools - ISD 709**  
**Cash Flow Report**  
**Month Ending 01/31/17**  
**(in Thousands)**

	1	2	3	4	5	6	7	8 & 9	20	71 & 79
	General Fund	Food Service	Transportation	Community Education	Operating Capital	Construction	Debt Service	Trust & Agency	Dental	Student Activities
Cash and investment	12/31/2016 \$ 163,889,125	\$ 13,426,193	\$ (2,612,606)	\$ 1,693,879	\$ (2,720,777)	\$ 1,057,982	\$ 149,154,312	\$ 1,710,809	\$ 326,386	\$ 1,126,239
Receivables	12/31/2016 14,815,383	105,978	178,260	758,541	-	16,806	11,999,359	2,144	1,473	-
	1/31/2017 (13,054,911)	(105,564)	(116,954)	(791,244)	-	(16,806)	(11,999,359)	(2,144)	(1,022)	-
Receivables (increase)/decrease -	1,760,472	414	61,306	(32,703)	-	-	-	-	451	-
Payables	12/31/2016 (34,274,701)	(117,542)	(254,074)	(1,419,283)	(94,782)	(3,157)	(20,992,961)	-	-	-
	1/31/2017 34,329,966	144,241	303,463	1,528,885	184,892	2,903	20,992,961	-	-	-
Increase (decrease) cash	55,265	(220,282)	49,389	109,603	90,110	(254)	-	-	-	-
Revenues	12/31/2016 (436,596,832)	(1,371,274)	(1,875,267)	(2,411,797)	(566,736)	(16,557)	(94,721,438)	(4,990)	(490,997)	(277,007)
	1/31/2017 147,649,541	1,702,958	2,019,775	3,543,256	583,688	16,557	96,015,877	6,659	564,994	277,007
	11,052,709	331,684	144,508	1,131,458	16,952	0	1,294,438	1,669	73,997	-
Expenditures	12/31/2016 53,682,028	1,557,502	2,555,835	2,707,250	3,359,617	2,073,592	5,579,232	200,000	296,397	228,470
	1/31/2017 (85,846,201)	(1,824,794)	(3,302,954)	(3,175,460)	(3,739,824)	(2,071,153)	(28,674,952)	(200,000)	(362,901)	(228,470)
	(32,164,173)	(267,292)	(747,119)	(468,210)	(380,207)	2,440	(23,095,721)	-	(66,504)	-
Cash and investments	1/31/2017 \$ 144,593,398	\$ 15,853,356	\$ (3,104,521)	\$ 2,434,027	\$ (2,993,922)	\$ 1,060,169	\$ 127,353,030	\$ 1,712,478	\$ 334,331	\$ 1,126,239

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	6,238
Total Revenues	11,053	10,948	1.0	147,650	53,854	174.2	136,369	143,862
<u>Expenditures</u>								
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
<b>Total Revenues</b>	<b>8,058</b>	<b>8,856</b>	<b>(9.0)</b>	<b>42,919</b>	<b>43,604</b>	<b>(685)</b>	<b>92,898</b>	<b>94,133</b>
<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
<b>Total Expenditures</b>	<b>7,142</b>	<b>7,269</b>	<b>1.8</b>	<b>42,266</b>	<b>41,457</b>	<b>(809)</b>	<b>88,903</b>	<b>90,590</b>
Transfers In (Out)	0	0	N/A	0	(4,183)	0	(3,371)	(3,371)
<b>Operating Excess (Deficit)</b>	<b>\$916</b>	<b>\$1,587</b>	<b>(42.3)</b>	<b>\$653</b>	<b>(\$2,036)</b>	<b>\$2,689</b>	<b>\$624</b>	<b>\$172</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%			
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Levy	\$0	\$0	N/A	\$0	\$0	\$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	
<b>Total Revenues</b>	<b>6,587</b>	<b>6,507</b>	<b>1.2</b>	<b>39,020</b>	<b>40,092</b>	<b>(1,072)</b>	<b>75,974</b>	<b>76,405</b>	
<b>Expenditures</b>									
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)	
<b>Total Expenditures</b>	<b>5,463</b>	<b>5,473</b>	<b>0.2</b>	<b>34,942</b>	<b>33,947</b>	<b>(995)</b>	<b>71,978</b>	<b>72,713</b>	
Transfers In (Out)	0	0	N/A	0	(4,183)	0	(3,371)	(3,371)	
<b>Operating Excess (Deficit)</b>	<b>\$1,124</b>	<b>\$1,034</b>	<b>8.7</b>	<b>\$4,078</b>	<b>\$1,962</b>	<b>\$2,116</b>	<b>\$624</b>	<b>\$321</b>	

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



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	(80)	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	29	1,198	1,198
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>332</b>	<b>363</b>	<b>(8.6)</b>	<b>1,703</b>	<b>1,754</b>	<b>(51)</b>	<b>3,740</b>	<b>3,743</b>
<b>Expenditures</b>								
Salaries	90	88	(2.5)	609	604	(5)	1,182	1,180
Benefits	45	37	(20.4)	253	228	(25)	459	459
Purchased Services	6	1	(456.2)	45	23	(22)	83	83
Supplies & Materials	124	128	3.3	871	835	(36)	2,172	2,174
Chargebacks	0	0	N/A	1	1	0	168	168
Capital Expenditures	3	36	91.0	36	61	25	34	60
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	N/A	10	13	3	15	15
<b>Total Expenditures</b>	<b>267</b>	<b>290</b>	<b>7.8</b>	<b>1,825</b>	<b>1,765</b>	<b>(60)</b>	<b>4,114</b>	<b>4,140</b>
Transfers In (Out)	0	0	N/A	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>\$64</b>	<b>\$73</b>	<b>(11.8)</b>	<b>(\$122)</b>	<b>(\$11)</b>	<b>(\$111)</b>	<b>(\$374)</b>	<b>(\$397)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	\$		\$		%	
	FY2017	FY2016	FY2017	FY2016	Variance	Revised
<u>Revenues</u>						
Levy	\$0	\$0	\$0	\$0	\$0	\$0
Interest	0	0	0	0	N/A	0
Tuition, Fees, Admissions	0	0	0	0	N/A	0
Other Local Revenues	0	0	85	0	N/A	0
State Sources	145	168	1,935	1,161	774	5,812
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
<b>Total Revenues</b>	<b>145</b>	<b>168</b>	<b>2,020</b>	<b>1,161</b>	<b>859</b>	<b>5,817</b>
					<b>74.0</b>	<b>5,886</b>
<u>Expenditures</u>						
Salaries	107	104	650	568	(82)	1,257
Benefits	77	74	433	409	(24)	839
Purchased Services	530	199	1,789	1,597	(192)	3,884
Supplies & Materials	31	22	150	109	(41)	384
Chargebacks	0	0	0	0	(0)	1
Capital Expenditures	1	0	280	178	(102)	181
Debt Service	0	0	0	0	0	0
Other	0	1	0	1	1	1
<b>Total Expenditures</b>	<b>747</b>	<b>400</b>	<b>3,303</b>	<b>2,862</b>	<b>(441)</b>	<b>6,547</b>
					<b>(15.4)</b>	<b>6,616</b>
Transfers In (Out)	0	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$603)</b>	<b>(\$232)</b>	<b>(\$1,283)</b>	<b>(\$1,701)</b>	<b>\$418</b>	<b>(\$730)</b>
					<b>24.6</b>	<b>(\$730)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
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	
<b>Total Revenues</b>	<b>1,131</b>	<b>1,297</b>	<b>(166)</b>	<b>3,543</b>	<b>3,540</b>	<b>3</b>	<b>7,121</b>	<b>7,062</b>	<b>0.1</b>
<b>Expenditures</b>									
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)
<b>Total Expenditures</b>	<b>468</b>	<b>504</b>	<b>36</b>	<b>3,175</b>	<b>3,171</b>	<b>(4)</b>	<b>7,308</b>	<b>7,249</b>	<b>(0.1)</b>
Transfers In (Out)	0	0	0	0	0	0			N/A
<b>Operating Excess (Deficit)</b>	<b>\$663</b>	<b>\$793</b>	<b>(\$130)</b>	<b>\$368</b>	<b>\$369</b>	<b>(\$1)</b>	<b>(\$188)</b>	<b>(\$188)</b>	<b>(0.3)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR - TO - DATE		ANNUAL BUDGET	
	FY2017	FY2016	FY2017	FY2016	Adopted	Revised
	\$	\$	\$	\$	\$	\$
		Variance	Variance	Variance		
		%	%	%		
Levy	\$0	\$0	\$0	\$0	\$2,452	\$2,452
Interest	0	0	0	0	0	0
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	7	5	2	56	17	23
State Sources	10	16	(6)	320	906	906
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	0	0	199	0	1
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	17	21	(4)	575	3,374	3,381
			(19.3)	9		1.5
<b>Expenditures</b>						
Salaries	62	63	1	454	815	815
Benefits	27	26	(1)	186	328	328
Purchased Services	8	11	3	111	356	406
Supplies & Materials	88	0	(88)	62	487	491
Chargebacks	0	0	0	0	0	0
Capital Expenditures	195	7	(188)	999	4,647	5,659
Debt Service	0	0	0	0	0	0
Other	0	0	0	4	8	8
Total Expenditures	380	107	(273)	1,812	6,639	7,705
			(255.3)	(1,928)		(106.4)
Transfers In (Out)	0	0	0	4,183	3,371	3,371
Operating Excess (Deficit)	(\$363)	(\$86)	(\$277)	\$2,946	\$106	(\$953)
			(322.4)	(\$6,102)		(207.1)

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET			
	FY2017	FY2016	Variance	%	FY2017	FY2016	Variance	%	Adopted	Revised
Revenues	\$	\$	\$		\$	\$	\$		\$	\$
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
<b>Expenditures</b>										
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
<b>Total Revenues</b>	<b>1,294</b>	<b>169</b>	<b>665.9</b>	<b>96,016</b>	<b>1,987</b>	<b>94,029</b>	<b>20,849</b>	<b>27,087</b>
<b>Expenditures</b>								
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
<b>Total Expenditures</b>	<b>23,096</b>	<b>17,552</b>	<b>(31.6)</b>	<b>28,675</b>	<b>22,781</b>	<b>(5,894)</b>	<b>22,446</b>	<b>28,684</b>
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$21,801)</b>	<b>(\$17,383)</b>	<b>(25.4)</b>	<b>\$67,341</b>	<b>(\$20,794)</b>	<b>\$88,135</b>	<b>(\$1,598)</b>	<b>(\$1,598)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Levy	2	1	66.9	7	7	(0)	16	16
Interest	0	0	N/A	0	0	0	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	0	0	0
Other Local Revenues	0	0	N/A	0	0	0	200	200
State Sources	0	0	N/A	0	0	0	0	0
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
<b>Total Revenues</b>	<b>2</b>	<b>1</b>	<b>66.9</b>	<b>7</b>	<b>7</b>	<b>(0)</b>	<b>216</b>	<b>216</b>
<b>Expenditures</b>								
Salaries	0	0	N/A	0	0	0	0	0
Benefits	0	0	N/A	200	200	0	200	200
Purchased Services	0	0	N/A	0	0	0	0	0
Supplies & Materials	0	0	N/A	0	0	0	0	0
Chargebacks	0	0	N/A	0	0	0	0	0
Capital Expenditures	0	0	N/A	0	0	0	0	0
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	N/A	0	0	0	0	0
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>200</b>	<b>200</b>	<b>0</b>	<b>200</b>	<b>200</b>
Transfers In (Out)	0	0	N/A	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>\$2</b>	<b>\$1</b>	<b>66.9</b>	<b>(\$193)</b>	<b>(\$193)</b>	<b>(\$0)</b>	<b>\$16</b>	<b>\$16</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET			
	FY2017	FY2016	Variance	%	FY2017	FY2016	Variance	%	Adopted	Revised
	\$	\$	\$		\$	\$	\$			
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	74	73	1	1.4	565	576	(11)	(1.9)	825	825
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>74</b>	<b>73</b>	<b>1</b>	<b>1.4</b>	<b>565</b>	<b>576</b>	<b>(11)</b>	<b>(1.9)</b>	<b>825</b>	<b>825</b>
<b>Expenditures</b>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	62	57	(5)	(8.3)	330	324	(6)	(1.7)	700	700
Purchased Services	5	5	0	4.5	33	31	(2)	(7.7)	54	54
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>67</b>	<b>62</b>	<b>(5)</b>	<b>(7.3)</b>	<b>363</b>	<b>355</b>	<b>(8)</b>	<b>(2.2)</b>	<b>754</b>	<b>754</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$7</b>	<b>\$11</b>	<b>(\$4)</b>	<b>(31.9)</b>	<b>\$202</b>	<b>\$221</b>	<b>(\$19)</b>	<b>(8.6)</b>	<b>\$71</b>	<b>\$71</b>



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 Funds	0	79	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	Severance-Insurance Prem	0	0	0
Claims Payable	182	182	317	Area Learning Center	414	414	435
Deferred Revenue	7	279	13	Designated for:			
Taxes Levied for Subsequent Yr.	33,583	33,583	33,794	Textbooks	1,071	1,071	837
Property tax shift	0	(0)	0	Carryovers	255	255	155
				Operating Capital	0	0	0
Total Liabilities	<u>\$34,330</u>	<u>\$50,228</u>	<u>\$35,017</u>	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:	\$0	\$0	\$0
Taxes & Credits Receivable	(8,154)	9,296	(8,682)	Severance	84	84	90
Accounts / Interest Receivable	66	102	(1,077)	Nonspendable Inventory	89	89	94
Due from Other Funds	0	0	0	Nonspendable Prepaids	-	-	103
Due from Other MN Districts	0	1,314	1,211	Staff Development	148	148	185
Due From MDE	7,972	8,073	7,182	Teacher Dev & Eval	0	0	0
Due From Federal thru MDE	0	2,914	0	Basic skills	0	0	0
Due From Federal - Direct	0	68	0	Learning development	0	0	0
Due from Other Governments	0	84	130	Integration	0	0	0
Inventory	84	84	90	Gifted and Talented	0	0	0
Prepaids	54	89	59	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$15,875	\$30,205	\$14,172	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
				Severance-Insurance Prem	0	0	0
				Encumbrances	0	0	0
				Area Learning Center	414	414	435
				Designated for:			
				Textbooks	0	0	0
				Carryovers	255	255	155
				Operating Capital	0	0	0
				Referendum	0	0	0
Total Liabilities	\$11,173	\$26,155	\$11,314	Undesignated	3,712	3,060	1,796
				Total Fund Balance	\$4,703	\$4,050	\$2,858
				Liabilities & Fund Balance	\$15,875	\$30,205	\$14,172

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	\$0	\$0
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		
<b>Total Assets</b>	<b>(\$2,988)</b>	<b>(\$1,853)</b>	<b>(\$3,502)</b>		
<b>LIABILITIES</b>					
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		
<b>Total Liabilities</b>	<b>\$303</b>	<b>\$155</b>	<b>\$294</b>		
<b>Reserved for:</b>					
Severance				\$0	\$0
Nonspendable Inventory				0	0
Nonspendable Prepays				2	2
Staff Development				0	0
Reemployment comp				0	0
Basic skills				0	0
Learning development				0	0
Desegregation				0	0
Gifted and Talented				0	0
Pupil Transportation Safety				0	0
ECFE				0	0
Community Education				0	0
Community Services				0	0
Operating Capital				0	0
Facilities				0	0
Alternative facilities				0	0
Restricted Programs				0	0
Escrow Account				0	0
Endowment				0	0
Encumbrances				0	0
Designated for:					
Textbooks				0	0
Operating Capital				0	0
Undesignated				(3,293)	(2,010)
<b>Total Fund Balance</b>	<b>(\$3,291)</b>	<b>(\$2,008)</b>	<b>(\$3,796)</b>		
<b>Liabilities &amp; Fund Balance</b>					
	<b>(\$2,988)</b>	<b>(\$1,853)</b>	<b>(\$3,502)</b>		

BALANCE SHEET

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

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 Prepays	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
Prepays	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	Total Fund Balance	<u>\$1,075</u>	<u>\$3,129</u>	<u>\$3,922</u>
Property tax shift	0	0	0				
Total Liabilities	<u>\$3</u>	<u>\$583</u>	<u>\$71</u>	Liabilities & Fund Balance	<u>\$1,077</u>	<u>\$3,711</u>	<u>\$3,993</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	\$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 Prepays	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
Prepays	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 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>\$1,715</u>	<u>\$1,908</u>	<u>\$1,623</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	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	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Total Fund Balance	<u>\$1,715</u>	<u>\$1,908</u>	<u>\$1,623</u>
				Liabilities & Fund Balance	<u>\$1,715</u>	<u>\$1,908</u>	<u>\$1,623</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	\$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>

**Duluth Public Schools**  
**Budget Revisions Fiscal Year Ending June 30, 2017**  
**Period Ending January 31, 2017**

<b>Revenues</b>	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 12/31/16	\$76,401,419	\$17,431,995	\$3,740,000	\$5,886,465	\$7,061,518	\$3,375,476	\$0	\$21,066,535	\$215,675	\$825,000	\$1,529,349	\$137,533,432
JOM Grant		5,581										5,581
State Indian Ed Grant		158,640										158,640
Duluth Indian Teacher Grant		45,000										45,000
Community Schools - Denfeld		19,950										19,950
Community Schools - Myers		66,632										66,632
Fab Lab Donation Carryover	3,307											3,307
Food Service Donation			3,250									3,250
LRFP Designated Acct						6,000						6,000
Bond Refunding Increase								6,020,073				6,020,073
												-
												-
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<b>Revised Budget, 01/31/2017</b>	<b>\$76,404,726</b>	<b>\$17,727,798</b>	<b>\$3,743,250</b>	<b>\$5,886,465</b>	<b>\$7,061,518</b>	<b>\$3,381,476</b>	<b>\$0</b>	<b>\$27,086,608</b>	<b>\$215,675</b>	<b>\$825,000</b>	<b>\$1,529,349</b>	<b>\$143,861,865</b>



**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
			22,789,542.48

**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**

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

<b>Deduct Maturities/Calls/Sales:</b>					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	
<b>Total Maturities</b>			<b>\$ 30,200,000.00</b>			

<b>Other items:</b>			
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)
<b>Total Other</b>			<b>\$ (12,292.06)</b>

**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 <i>to PU</i>	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
<b>Sub-Total</b>	8191.56				<b>8687.26</b>	<b>8771.66</b>
<b>Other APU Generators</b>						
	Mar Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
<b>Early Childhood</b>	229	0.373799859	85.60	1.000	<b>85.60</b>	<b>86.97</b>
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			
<b>Resident Tuition**</b>						
Resident Tuition Details	Total APU				34.88	
13-14	36.47					
14-15	32.90					
15-16	35.28					
16-17*	34.88					
<b>ALC**</b>						
ALC Details	Total APU				258.79	
13-14	237.86					
14-15	278.11					
15-16	260.40					
16-17*	258.79					
<b>Projected Total APU</b>					<b>8772.86</b>	<b>8858.63</b>
<b>Budgeted APU</b>					<b>8778.60</b>	
<b>Net</b>					-5.74	

\* Projected  
\*\* Included in Grade level projections  
PU: Pupil Unit  
APU: Average Pupil Unit  
PUW: Pupil Unit Weight  
EOY: End of Year

### Fundraisers for February 2017

<b>School</b>	<b>Organization</b>	<b>Function</b>
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.**

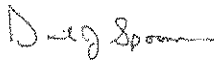
Board compensation is the stipend for all Board related activities, including committee assignments.

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

# 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**

**SERVICES PROVIDED**

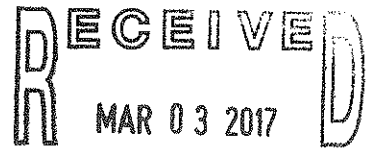
<p>This Agreement Relates to the following equipment to be Per Mar owned (PO) or customer owned (CO)</p> <p>Burglary <input checked="" type="radio"/> PO <input type="radio"/> CO <input type="radio"/> NP <input type="radio"/> PO <input type="radio"/> CO <input type="radio"/> NP</p> <p>Fire <input checked="" type="radio"/> PO <input type="radio"/> CO <input type="radio"/> NP Other:</p> <p>Access <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP</p> <p>Elevator <input type="radio"/> PO <input checked="" type="radio"/> CO <input type="radio"/> NP</p> <p>CCTV <input type="radio"/> PO <input checked="" type="radio"/> CO <input type="radio"/> NP</p> <p>Radio <input checked="" type="radio"/> PO <input type="radio"/> CO <input type="radio"/> NP</p> <p>Remote Vision <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP</p> <p>Videofied <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP</p> <p>MAC <input type="radio"/> PO <input type="radio"/> CO <input checked="" type="radio"/> NP</p>	<p>This Agreement relates to the following services to be provided (P) or not provided (NP).</p> <p>Monitoring <input checked="" type="radio"/> P <input type="radio"/> NP Central Station Online <input type="radio"/> P <input checked="" type="radio"/> NP <input type="radio"/> P <input type="radio"/> NP</p> <p>Open/Close Logging <input checked="" type="radio"/> P <input type="radio"/> NP Total Connect <input type="radio"/> P <input checked="" type="radio"/> NP Other:</p> <p>Open/Close with Schedule <input type="radio"/> P <input checked="" type="radio"/> NP Hold Up/Panic <input type="radio"/> P <input checked="" type="radio"/> NP <b>Sched Patrol</b></p> <p>Activity Reports <input checked="" type="radio"/> P <input type="radio"/> NP Supervisory <input type="radio"/> P <input type="radio"/> NP <b>Partition</b></p> <p>CCTV Service Agreement <input type="radio"/> P <input checked="" type="radio"/> NP Carbon Monoxide <input type="radio"/> P <input checked="" type="radio"/> NP <b>ELEV Ph</b></p> <p>Access Control Service Agreement <input type="radio"/> P <input checked="" type="radio"/> NP Inspection Frequency <input type="radio"/> P <input checked="" type="radio"/> NP None</p> <p>Burglar Alarm Service Agreement <input checked="" type="radio"/> P <input type="radio"/> NP Sensitivity Inspection <input type="radio"/> P <input checked="" type="radio"/> NP None</p> <p>Fire Alarm Service Agreement <input checked="" type="radio"/> P <input type="radio"/> NP Test Timer <input type="radio"/> P <input type="radio"/> NP Monthly</p> <p>UL Listed <input type="radio"/> P <input checked="" type="radio"/> NP</p> <p>Alarm Response Officer <input checked="" type="radio"/> P <input type="radio"/> NP</p>
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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.

- PER MAR agrees to furnish system(s) and/or service(s) at the premises of CUSTOMER at See Addendum 4/1/2016
- 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.
- Customer agrees to pay the sum of \$ See Addendum monthly for ongoing services as specified, payable in advance during the term of this Agreement.

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I.S.D. #709 FACILITIES MGMT

4. Except as otherwise herein provided, this Agreement shall remain in full force and effect for a period of ~~60~~ months from the date service is operative under this Agreement. After the initial term, this Agreement shall be automatically renewable yearly, unless terminated by either party upon written notice within 30 days prior to the anniversary date.
5. The CUSTOMER hereby agrees that PER MAR shall have the right to modify the charges at any time or times after the expiration of twelve months from the date of Agreement. If the CUSTOMER is unwilling to pay any such increase and notifies PER MAR in writing by certified mail within 30 days after such increase, PER MAR shall be permitted, at its sole option, to terminate this agreement as if the term had expired or in the alternative will continue the prior rate and will allow this Agreement to remain in full force and effect without further notice. Failure to notify PER MAR in writing by certified mail within 30 days after such increase will constitute consent to the increase.
6. Customer shall be liable for and pay to Per Mar any excise, sales, use, ad valorem, value added or other taxes which may be imposed upon Per Mar or the CUSTOMER because of the existence of this Agreement and/or the carrying out of any of the provisions hereof. In addition, CUSTOMER shall pay any village or municipal permit or license fees, as well as any false alarm assessments, imposed by any governmental body.

**CUSTOMER ACCEPTANCE**

In accepting this agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions on the following pages which are an integral part of this Agreement.  
 (READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING)

Signed \_\_\_\_\_

Signature

Title

Date

**ENTIRE AGREEMENT**

This Agreement includes the terms and conditions contained on the third and fourth pages and will be binding on the parties, their heirs, successors, and assigns when executed by the parties and approved by the Authorized Representative of PER MAR, or when services begin.

By Larry LeBlanc \_\_\_\_\_, PER MAR Agent

Approved \_\_\_\_\_ Authorized Representative of Per Mar

System installed and operative this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

### ADDITIONAL TERMS AND CONDITIONS

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

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#### 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 \_\_\_\_\_



ADDENDUM A TO BASIC AGREEMENT DATED 04/01/2016

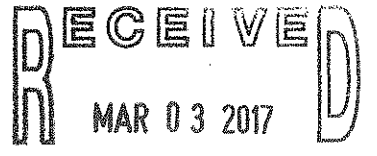
Site Name	Location Address	DL	RDL	FA	R	D	ELE	CTV		Services Provided								Radionet	School Patrol	Com w/key	Supervisory	Elevator	Supervisory	
										Basic Monitor	Burg Monitor	Fire Monitor	BA/FA Service	Act Rpt Mail	PMO	Open/Close	Test Time Report							
New East High School (Ordean) *	301 N. 40th Ave E.	DL12774	RDL12115						Duluth, MN 55804	X	X	X	X	X	X	X	X	X	X	X	X	X	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	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	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	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	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	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	X	\$ 207.00	
Lincoln Park *	3215 W. 3rd St		RDL11472	FA16288					Duluth, MN 55806	X	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	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	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	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	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	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	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	X	\$ 235.62	
Netleton **	108 E. 6th St.								Duluth, MN 55802	X	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	X	\$ 107.08	
Garfield Center **	330 Garfield Ave		RDL12118						Duluth, MN 55818	X	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	X	\$ 179.54	
Secondary Tech **	802 E Central Entrance								Duluth, MN 55806	X	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	X	\$ 92.07	

Monthly \$ 4,048.18  
 Annual \$ 48,578.16

For the 5 year period beginning April 1, 2016  
 No change to the monthly recurring rate for the duration of the agreement

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

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 8<sup>th</sup> 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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: 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
	<b>Total</b>	<b>\$8,094.27</b>	

**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:

<b>District Building</b>	<b>Banking Institution</b>	<b>Account Number</b>	<b>Addition of Authorized Signer</b>	<b>Removal of Authorized Signer</b>
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.

**Expenditure Contracts Signed  
February 2017**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of February 2017:

<b>Name</b>	<b>Amount</b>	<b>Source</b>	<b>Description</b>
Christopher Smart	\$1,000.00	American Indian Education	American Indian Education Department career mentoring at Denfeld for students/staff
Amy Anderson Workshops	\$600.00	Denfeld	Teacher in-service
GrayHall LLP	\$4,000.00	Denfeld	Community school preparation
Avalon Educational Institute	\$3,000.00	Office of Education Equity	Martial arts demonstrations/lessons in PhyEd classes
Jordon Moses	\$900.00	Office of Education Equity	Cultural Sharing series presenter
Stephan Witherspoon	\$150.00	Office of Education Equity	Black History Month presenter at Denfeld
Congdon Creek Preschool	\$40.00	Special Services	Amended contract for preschool planning as required by IEP
Congdon Creek Preschool	\$220.00	Special Services	Amended contract for preschool planning as required by IEP
University of Minnesota	\$10,682.40	Special Services	Licensee fee for audiological testing equipment and assessment

---

AMY ANDERSON WORKSHOPS

PROJECTED  
INVOICE

812-747-8946

amyandersonart@gmail.  
com

1705 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
<b>School discount</b>	<b>-450</b>	<b>New Total</b>	<b>\$ 600</b>

Please contact me if you have any additional questions!

Sincerely yours,

Amy Anderson

1/23/2017

Tempo Editor - (http://www.tempoeditor.com/)

Amy Anderson Contract Agreement - Invitation to edit

Amy Anderson: [amyanderson@dpd.com](mailto:amyanderson@dpd.com)  
 To: Temp Schools: [temp@dpd.com](mailto:temp@dpd.com)

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

## 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 &

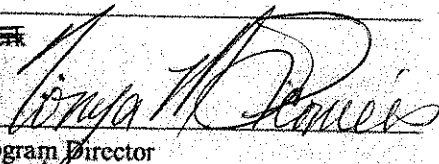
Finance, ISD709, Duluth Public Schools, 215 N. 1st Ave. E. Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1705 University Ave NE, Minneapolis MN 55413 (Mailing address, including zip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

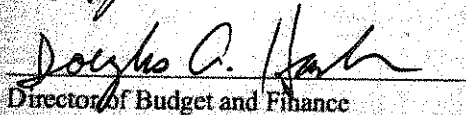
- 9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
- 10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions 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.

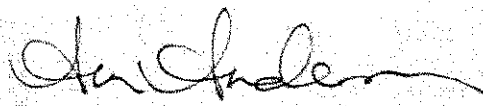
Independent School District #709

~~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 44<sup>th</sup> Avenue W  
Duluth, MN 55807

**Contact Person:** Tonya M. Sconiers  
Principal  
(218) 336-8830  
[Tonya.Sconiers@isd709.org](mailto: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](mailto:Kgray@grayhall.com)

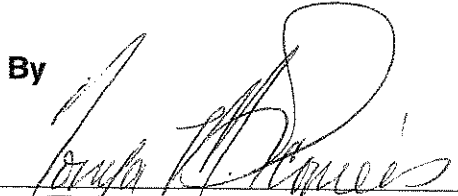
**VII. AMENDMENTS**

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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: 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.

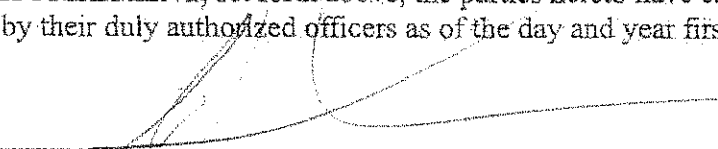
16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

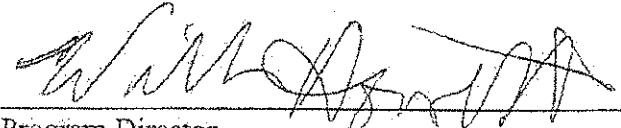
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

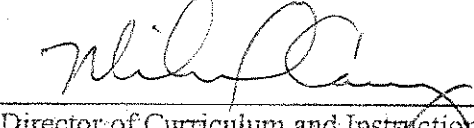
  
\_\_\_\_\_  
Contractor/Justin Markus

SSN/ Tax Identification Number

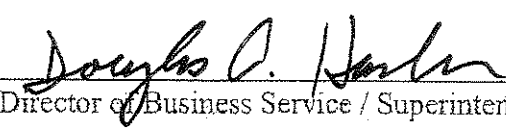
2/8/17  
Date

  
\_\_\_\_\_  
Program Director

2/2/17  
Date

  
\_\_\_\_\_  
Director of Curriculum and Instruction

2/9/17  
Date

  
\_\_\_\_\_  
Director of Business Service / Superintendent of Schools

2/14/17  
Date

# 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.

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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: 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.

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.

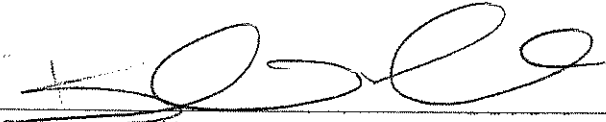
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

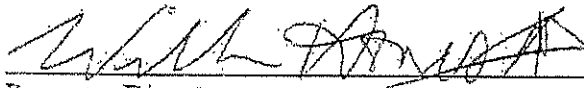
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

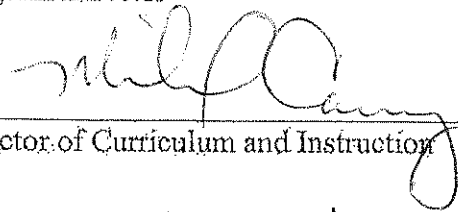
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

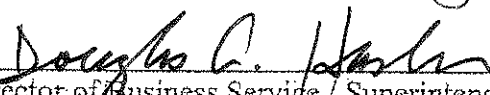
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
Contractor Signature \_\_\_\_\_ SSN/ Tax Identification Number \_\_\_\_\_ Date 2/2/17

William Howes  
Initiator - (Contact with questions) \_\_\_\_\_ Date \_\_\_\_\_

  
Program Director \_\_\_\_\_ Date 2/2/17

  
Director of Curriculum and Instruction \_\_\_\_\_ Date 2/9/17

  
Director of Business Service / Superintendent of Schools \_\_\_\_\_ Date 2/14/17



# 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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: 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:

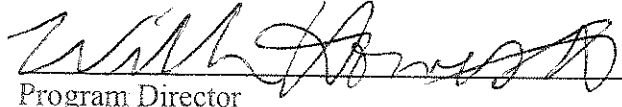
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

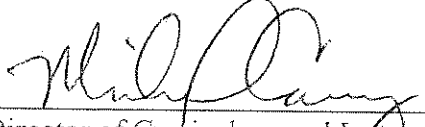
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations 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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: 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

Program Director

*[Handwritten Signature]*

1/26/17  
Date

Director of Curriculum and Instruction

*[Handwritten Signature]*

2/17/17  
Date

Director of Business Service / Superintendent of Schools

*[Handwritten Signature]*

2/22/17  
Date

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 15<sup>th</sup> 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. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By *Tom Cronin* 2/14/17  
Director



Special Services Department  
Independent School District #709  
215 N. 1<sup>st</sup> 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 15<sup>th</sup> 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. 1<sup>st</sup> 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

**Revenue Contracts Signed  
February 2017**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the month of February 2017:

<b>Name</b>	<b>Amount</b>	<b>Source</b>	<b>Description</b>
State of Minnesota	\$1,500.00	Special Services	MDH Asthma Program

## 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. 7<sup>th</sup> Place  
PO Box 64882  
St. Paul, MN 55164-0882



SWIFT Contract Number: 109774  
Annual Plan T-Number: 17A12

1. ENCUMBRANCE VERIFICATION:

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

2. CONTRACTOR:

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

3. STATE AGENCY:

By (authorized signature):
Title:
Date:

**Other Contracts Signed  
February 2017**

For your information, the Superintendent or the Executive Director of Business Services has signed the following other contracts during the month of February 2017:

Name	Amount	Source	Description
St. Paul College	\$0	Special Services	Sign language interpreter training agreement
St. Paul College	\$0	Special Services	Sign language interpreter code of professional conduct agreement
State of Minnesota	\$0	Special Services	MOU for student training experience/internship



**SAINT PAUL COLLEGE**  
A Community & Technical College

**Sign Language  
Interpreter/Transliterater Program  
INTP 2592: Spring Internship  
TRAINING AGREEMENT**

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 prior to student placement. 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 Interpreter Internship Handbook of Policies and Procedures.

**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 personal achievement and to maximize every opportunity provided.

**Parties Involved**

**Agreement**

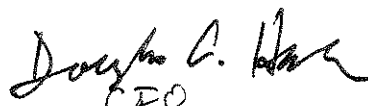
*Program faculty at Saint Paul College will:*

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:*

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><b>The internship host-site will:</b></p>	<ol style="list-style-type: none"> <li>1. Provide internship placement(s) from <b>February 22– April 28, 2017</b> that offer student intern(s) a minimum of 25 hours per week on-site with a maximum of a 40 hour time commitment.</li> <li>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.</li> <li>3. Submit signed Internship Training Agreement and Code of Professional Conduct forms and on-line internship forms by required timeline.</li> <li>4. Provide an environment that is professional, safe, challenging and respectful to issues of diversity and individual differences.</li> <li>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.</li> <li>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.</li> <li>7. Complete/sign Internship forms and site progress reports and discuss results with the student intern to determine specific goals to ensure continued progress.</li> <li>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.</li> <li>9. Counsel/advise student interns in professional/ethical situations to resolve conflicts or role relationship problems that may surface during Internship.</li> <li>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.</li> </ol>	
<p><b>All parties will:</b></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"> <li>• 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.</li> <li>• 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.</li> </ul> <p><b>**Upon conclusion of the internship training period, the site is not obligated to continue placement of the student intern for the purposes of employment.</b></p>	
<p><b>We agree to the conditions identified in this Training Agreement</b></p>	<p>Signatures: <u>ISD 709</u>  Host Site: <u>Piedmont Elementary School</u>  Student: _____  Faculty: <u>Linda Hanson</u></p>	<p>Date: <u>1-10-17</u>  Date: _____  Date: <u>1-10-17</u></p>
<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><b>Mail</b> to Patty O'Connell, Saint Paul College - A Community &amp; Technical College, 235 Marshall Avenue, Saint Paul, MN 55102 or <b>Email</b> <a href="mailto:patricia.oconnell@saintpaul.edu">patricia.oconnell@saintpaul.edu</a> on or before: October 3, 2016.</p>		

  
CFO  
2/16/17



**SAINT PAUL COLLEGE**  
A Community & Technical College

**Sign Language  
Interpreter/Transliterater Program  
INTP 2592: Interpreter Internship  
Code of Professional Conduct  
Agreement Form**

**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.

**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.

**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.

**Agreement to a Code of Professional Conduct (formalized at the host site or RID)  
Governing Ethical and Professional Behaviors**

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.

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.

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.

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.

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.

I understand that compliance with workplace expectations and a code of professional conduct protects me, others, the site, and the training program.

**Student Intern Signature:**

**Date:**

**Mentor Signature:** *Jwa Durane*

**Date:** 1-11-17

*Douglas Hark*

**Host Site:** Duluth Public Schools/SD 709

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](mailto: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/Transliterator 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.

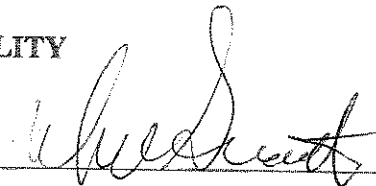
11. **NON-DISCRIMINATION**

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. 8<sup>th</sup> 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.

# FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

## February 2017

### **Facilities Management – Maintenance and Operations - General**

- In the past month the maintenance crews have completed 632 work orders, and are currently working on 511 open work orders.
- A boiler heat exchanger has failed at MacArthur and is now in the process of being replaced under warranty.
- Hallberg Engineering Inc. is continuing the Re-Commissioning process at OEMS.
- Facilities maintenance trade crews are currently scheduled to be at HOCHS.

### **Capital Construction:**

- MWE tuck-pointing and window replacement project is complete. The final walk through is scheduled.
- Architectural Resources Inc. has prepared preliminary scope / information / cost to allow Leadership to determine the potential for Rockridge to house the Woodland Hills programs.
- The rubber mulch replacement process is moving forward. The phase 2 contract has been issued to SAS+ Associates for this work, and we are on time as per schedule provided.
- The new EHS crosswalk signals are installed and functional.
- Ongoing - 2017 10 Year Capital Plan Projects are being evaluated and proposals solicited as needed for summer 2017 construction.

### **Duluth East High School Energy Star Rating Press Release:**

Duluth Public Schools - East High School earns ENERGY STAR certification; Outperforms similar U.S. buildings on measure of energy efficiency

March 10, 2017

**Duluth MN.** – Duluth Public Schools has announced that East High School in Duluth MN has earned the U.S. Environmental Protection Agency’s (EPA) ENERGY STAR® certification for superior energy performance. This is the first year Duluth East High School has earned the ENERGY STAR, and has done so with an ENERGY STAR score of 98, which means this school outperforms 98% of similar buildings. This reflects a legacy of continued energy savings.

“East High School continues to demonstrate true environmental leadership by reducing harmful greenhouse gas emissions that are proven to contribute to climate change,” stated Jean Lupinacci, ENERGY STAR Director for Commercial & Industrial Buildings. “Today,

45 percent of U.S. emissions are attributable to commercial and industrial buildings, which is why improving energy efficiency is so critical for our future.”

ENERGY STAR certified buildings and plants are verified to perform in the top 25 percent of buildings nationwide, based on weather-normalized source energy use that takes into account occupancy, hours of operation, and other key metrics. ENERGY STAR is the only energy efficiency certification in the United States that is based on actual, verified energy performance.

“We’re honored to earn the ENERGY STAR for superior energy performance at Duluth Public Schools -East High School, and appreciate the efforts of everyone who has been involved in its efficient operation,” said David Spooner, Manager of Facilities. “Saving energy is just one of the ways we show our community we care, and that we’re committed to doing our part to protect the environment and public health, both today and for future generations.”

Spooner credits this success to energy efficiency measures implemented at time of construction, as well as ongoing energy conservation measures at East High School.

On average, ENERGY STAR certified buildings and plants use 35 percent less energy, cause 35 percent fewer greenhouse gas emissions, and are less expensive to operate than their peers—all without sacrifices in performance or comfort.

To date, tens of thousands of buildings and plants across all fifty states have earned the ENERGY STAR. For more information about ENERGY STAR for Buildings and Plants, visit [www.energystar.gov/buildings](http://www.energystar.gov/buildings)

### **Energy Star Talking Points:**

#### **What is ENERGY STAR?**

- For more than 20 years, the US Environmental Protection Agency’s ENERGY STAR program has identified the most energy-efficient products, buildings, plants, and new homes – all based on the latest government-backed standards.
- The program was created in 1992 to help businesses and individuals save energy and fight climate change. Today, every ENERGY STAR label is verified by a rigorous third-party certification process.

#### **What does ENERGY STAR certification signify?**

- ENERGY STAR certified buildings and plants are verified to perform in the top 25 percent of buildings nationwide, based on weather-normalized source energy performance and many other metrics, including occupancy, hours of operation, and more.
- ENERGY STAR is the only environmental program in the United States that certifies energy efficiency based on actual, verified energy performance and objective measures of performance, providing a guarantee of savings.
- ENERGY STAR certified buildings and plants use an average 35 percent less energy, cause an average 35 percent fewer greenhouse gas emissions, and are less expensive to operate than their peers, and they also meet strict requirements regarding occupant comfort.
- ENERGY STAR is recognized by more than 85 percent of the American public and tied with the Good Housekeeping® seal as the most influential consumer emblem in the nation.

## How prominent is the ENERGY STAR?

- Since the first building earned the ENERGY STAR in 1999, tens of thousands of buildings and plants across America have earned ENERGY STAR certification.
- ENERGY STAR certified buildings and plants are located in all 50 states and come in all shapes and sizes, from the Empire State Building to small, locally owned businesses.
- Currently, there are more than 20 types of commercial and industrial facilities that can earn the ENERGY STAR, including office buildings, schools, supermarkets, retail stores, hospitals, medical office buildings, and more.
- More than half of the Fortune100® are ENERGY STAR partners, committed to protecting the environment through benchmarking and certification.

## What does it take to earn the ENERGY STAR?

- **Commercial buildings** enter utility bill data and building information into ENERGY STAR Portfolio Manager®, EPA's free online tool for measuring and tracking energy use, water use, waste, and greenhouse gas emissions. More than 40 percent of U.S. commercial building space – encompassing 40 billion square feet – is benchmarked in Portfolio Manager, making it the most-used energy measurement and tracking tool for commercial buildings.
- **Industrial plants** enter key plant operating data into industry-specific EPA tools called Energy Performance Indicators.
- **Both tools calculate an ENERGY STAR 1 – 100 score** that compares individual facility performance to similar buildings nationwide. Facilities that score a 75 or higher are eligible to apply for ENERGY STAR certification. Before facilities can earn the ENERGY STAR, a professional engineer or registered architect must verify that the information contained within the certification application is accurate.

## What are the benefits of ENERGY STAR certification?

- **Lower operating costs:** ENERGY STAR certified buildings and plants use, on average, 35 percent less energy than similar buildings nationwide. The cost savings can be substantial. For example, ENERGY STAR certified office buildings cost \$0.50 less per square foot to operate than their peers. In 2015, ENERGY STAR certified buildings and plants saved \$1.7 billion, or an average of more than \$250,000 per building.
- **Connect with your community:** Americans are big believers in doing the right thing, and they expect the same of the professionals in their communities. More than 65 percent of adults like to do business with environmentally responsible companies<sup>3</sup>. More than 80 percent of workers are attracted by an employer with an environmental reputation. Roughly half of workers said they would forgo higher pay or a promotion to work for an organization with a good reputation<sup>4</sup>.
- **Higher occupancy rates:** ENERGY STAR certified buildings have higher occupancy rates when compared to similar buildings. A 2008 study conducted by the University of San Diego's Burnham-Moores Center for Real Estate showed that ENERGY STAR certification gave a roughly 4 percent boost to occupancy rates.<sup>2</sup>
- **Increased asset value:** Maintaining high energy performance over time increases the likelihood of higher building valuation due to higher net operating income from energy cost savings. Experienced managers of large portfolios of ENERGY STAR certified buildings interviewed for one study<sup>1</sup> confirm that ENERGY STAR helps increase building value. ENERGY STAR certified buildings generate more income when compared to similar buildings.<sup>2</sup>

- **Lease to federal tenants:** If you want to lease your space to a federal tenant, your buildings must be ENERGY STAR certified. (Executive Order 13514 mandates that Federal Agencies may only lease space in ENERGY STAR certified buildings.)
- **Hedge against future mandates:** Numerous cities and states have passed legislation containing energy efficiency mandates for commercial new construction projects and existing buildings. The vast majority of them incorporate ENERGY STAR and Designed to Earn the ENERGY STAR. The trend is growing every year as more cities and states seek ways to reduce costs and emissions. By earning the ENERGY STAR now, you're in a better position to respond to any future laws or mandates. See the [list of legislation and campaigns leveraging ENERGY STAR](#).
- **Protect the environment:** A building isn't environmentally friendly unless it's energy efficient. ENERGY STAR is the government-backed program for certifying energy-efficient buildings. That's why green building rating systems across the nation include ENERGY STAR. Whether you're pursuing Leadership in Energy and Environmental Design (LEED), Green Globes, or the U.S. Guiding Principles for High Performance and Sustainable Buildings, ENERGY STAR certification will ensure your building uses less energy and leaves a smaller carbon footprint.

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<sup>1</sup> [Summary of the financial benefits of ENERGY STAR labeled office buildings, 2006](#)

<sup>2</sup> [Does Green Pay Off? July 12, 2008](#)

<sup>3</sup> [2007 National Technology Readiness Survey](#)

<sup>4</sup> [2009 Kelly Global Workforce Index](#)

## **Building Operations**

All newly hired custodians have been placed and began working in February. Many of the newly hired custodians include hourly subs that come with experience. Certified Pool Operators class in Duluth filled up quickly this year. Some of our trades personnel will be attending in March. Operations plans to send several employees to the next class later in the year.

## **Health, Safety & Environmental Management**

### **Environmental/Health/Safety**

- Lead in water testing district wide was quoted out and Arrowhead Consulting returned the lowest quote. The amount was more than expected, over 25k, so the item will be on the Board agenda for the next meeting.
- We began using the Marsh insurer resources to put together safety training programs for new hires. This will be a continuing process throughout the next couple of months.
- Fire Inspections - Congdon: Found the typical improper plug in use and extension cord use. Also, there was a common finding of improper desk arrangements with insufficient aisle and walkway spaces to exit the classrooms in a safe manner. This will need to be addressed in several classrooms. The rooms are designed for more students, however, some rooms have an excess of storage which reduces floor space.
- Fire Inspections - Lowell/Barnes: Improper cord use, several portable heaters improperly plugged in, improperly vented dryer, need fire notification installed in room 154, and semi-impassible hallways. These items are being corrected.

- A Teacher Classroom Guide has been dispersed to the principals to share with their teachers on fire safety in the classroom. This addresses the common items found during fire inspections. The goal is to eliminate the common issues so we don't have them show up on the fire reports.
- The wall padding at Homecroft that is out of compliance with the fire code will be removed down to 10% or less of the wall covering to bring us into compliance. This is the lowest cost way to comply while still keeping padding under the basketball hoops and stage area.
- A gasoline smell in the Barnes wing of Lowell was investigated. There was a flammable cabinet in the fan room that had a leaking gasoline can in it. The odors absorbed into the unit overnight and were disbursed when the fan turned on in the AM. There wasn't a flammable hazard, but was a strong odor. The flammable cabinet has since been moved to the basement.

#### Emergency Response

- CPI teams and plans are being put together to assist schools in working with students properly in adverse situations.

#### Workers' Compensation Activities

- OSHA Recordables- 2 (Cut to left finger, tin foil container. Child bite to left arm, broken skin).
- Incidents Reported: 35 injuries reported