

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Monday, June 12, 2017
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 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
 - 1) Bid 1258-1 - District-Wide Playground Rubber Mulch Replacement 35
 The above bid was advertised according to statute and School Board Policy. Three (3) bids were received in response to the School District's notice for bids for the revised District Wide Rubber Mulch Replacement Project. The attached Bid Tab and recommendation letter reflect the bids received related to the revised scope of work.

Recommendation: It is recommended that the Duluth School Board approve entering into an agreement with A Plus Landscaping, LLC, as listed on the recommendation letter based on their low responsible base bid of \$1,016,264.00 plus add alternate 1 for the sum of \$25,000.00, for a total of \$1,041,264.00, as provided in response to BID #1258-1 – District Wide Playground Rubber Mulch Replacement.

 Included in this recommendation is that the School Board Chair be authorized to sign contract documents reflecting the terms of this agreement.
 - B. R.F.P.s - None
 - C. Quotes - None
3. **Policies and Regulations - None**
4. **Contracts, Change Orders, and Leases**
 - A. Contracts - None
 - B. Change Orders
 - 1) PLACEHOLDER - Other Change Orders
 - C. Leases

- 1) South St. Louis County Soil and Water Conservation District 39
 This is a five year lease rental contract for space on the 3rd floor of HOCHS. Rent for FY 2017-18 will be \$17,239.00 and will increase 1.9% for each subsequent year of the contract (1.9% is the average CPI for the past five years).

Recommendation: It is recommended that the Duluth School Board approve this lease.

5. Resolutions

- A. B-6-17-XXXX - Acceptance of Donations to Duluth Public Schools. 52

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-17-XXXX.

- B. B-6-17-XXXX Adoption of FY18 Budget 54

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-17-XXXX.

- C. B-6-17-XXXX - Reassessment of Debt Load for Duluth Public Schools 55

Recommendation: It is recommended that the Duluth Public School Board not approve Resolution B-6-17-XXXX.

- D. B-6-17-XXXX - Support for Lowell Elementary School Forest Designation 57

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-17-XXXX.

- E. **PLACEHOLDER** - Sale of Property

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

- A. Expenditure Contracts 60

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

- B. Revenue Contracts 87

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

- C. No Cost Contracts 96

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

- D. Change Orders Signed

- 1) SAS+ Associates - At the May 16, 2017 School Board meeting, the Board approved re-bidding the playground mulch replacement project due to submitted bids far exceeding budget. The Board also approved a change order for SAS+ to rebid the project with updated parameters. Attached is the change order as informational. 105

E. <u>Facilities Management & Capital Project Status Report</u>	<u>107</u>
F. <u>Transportation Route Changes Update</u>	<u>109</u>
7. <u>Future Items</u>	
A. Duluth Energy Systems Steam Contract	
B. Property/Liability/Auto Insurance Renewal (August)	
C. Woodland Hills Lease Renewal	
D. Policy Updates	

**Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 04/30/17**

	General Fund	Food Service	Transportation	Community Education	Operating Capital	Construction	Debt Service	Trust & Agency	Dental	Student Activities
	1	2	3	4	5	6	7	8 & 9	20	71 & 79
Total										
Cash and investments 3/31/2017	\$ 144,146,564	\$ 13,762,361	\$ (3,301,886)	\$ 2,355,383	\$ (2,220,043)	\$ 1,061,831	\$ 128,290,983	\$ 1,713,833	\$ 341,075	\$ 1,238,053
Receivables (increase)/(decrease) -	13,407	(5,366)	15,527	15,632	-	(0)	-	-	(349)	-
Payables increase/(decrease) -	135,369	29,903	58,269	85,509	12,555	-	-	-	-	-
Revenues increase/(decrease) -	10,083,231	157,605	547,470	75,239	173,258	20	330,279	943	74,782	-
Expenditures (increase)/(decrease) -	(8,586,037)	(418,644)	(345,616)	(701,161)	(143,342)	-	-	-	(71,582)	-
Cash and investments 4/30/2017	\$ 145,792,534	\$ 15,517,400	\$ (3,026,236)	\$ 1,830,602	\$ (2,177,572)	\$ 1,061,851	\$ 128,621,262	\$ 1,714,776	\$ 343,926	\$ 1,238,053

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	\$31,217	\$31,217	
Interest	1	(12)	13	581	458	123	57	57	
Tuition, Fees, Admissions	192	215	(23)	2,543	2,662	(119)	4,412	4,412	
Other Local Revenues	113	122	(9)	1,710	1,861	(151)	1,672	1,952	
State Sources	9,618	9,489	129	71,526	70,893	633	85,757	86,712	
Federal Aids from MDE	10	1,126	(1,116)	4,029	4,911	(882)	8,405	8,806	
Federal Direct Aids	-	366	(366)	1,707	2,262	(555)	3,002	3,008	
Local Sales	148	224	(76)	1,363	1,643	(280)	1,847	1,848	
Sale of Bonds or Loans	-	-	0	94,127	-	94,127	0	6,238	
Total Revenues	10,083	11,530	(1,447)	177,585	84,690	92,895	136,369	144,249	109.7
<u>Expenditures</u>									
Salaries	4,942	4,851	(91)	44,528	43,845	(683)	62,316	62,922	(1.6)
Benefits	2,294	2,165	(129)	20,396	19,588	(808)	28,169	28,464	(4.1)
Purchased Services	871	729	(142)	9,372	9,308	(64)	13,432	13,910	(0.7)
Supplies & Materials	432	374	(58)	3,698	3,647	(51)	6,020	6,445	(1.4)
Chargebacks	-	-	0	0	1	1	38	75	99.9
Capital Expenditures	42	436	394	8,168	6,351	(1,817)	6,676	8,499	(28.6)
Debt Service	-	0	0	28,679	22,783	(5,896)	22,446	28,684	(25.9)
Other	5	42	37	178	201	23	891	927	11.5
Total Expenditures	8,586	8,597	11	115,017	105,724	(9,293)	139,988	149,927	(8.8)
Transfers In (Out)	0	0	0	0	0	0	0	0	N/A
Operating Excess (Deficit)	1,497	\$2,933	(1,436)	62,568	(\$21,034)	83,602	(\$3,619)	(\$5,677)	397.5

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET			
	FY2017	FY2016	Variance	%	FY2017	FY2016	Variance	%	Adopted	Revised
	\$0	\$0	\$0		\$0	\$0	\$0		\$10,164	\$10,164
Levy	0	(14)	14	N/A	77	10	67	N/A	40	40
Interest	30	49	(19)	103.3	752	858	(106)	(12.4)	2,200	2,200
Tuition, Fees, Admissions	15	27	(12)	(37.9)	576	741	(165)	(22.3)	260	438
Other Local Revenues	8,678	8,635	43	(45.4)	63,171	63,936	(765)	(1.2)	74,228	75,183
State Sources	0	836	(836)	0.5	2,593	3,198	(605)	(18.9)	5,871	6,337
Federal Aids from MDE	0	23	(23)	(100.0)	45	68	(23)	(33.7)	135	141
Federal Direct Aids	0	0	0	(100.0)	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	8,723	9,556	(833)	(8.7)	67,214	68,811	(1,597)	(2.3)	92,898	94,504
Expenditures										
Salaries	4,366	4,282	(84)	(2.0)	39,383	38,779	(604)	(1.6)	55,296	55,933
Benefits	1,942	1,837	(105)	(5.7)	17,152	16,465	(687)	(4.2)	24,049	24,348
Purchased Services	443	444	1	0.3	5,043	4,993	(50)	(1.0)	6,962	7,446
Supplies & Materials	150	87	(63)	(72.4)	1,423	1,448	25	1.7	2,059	2,499
Chargebacks	0	0	0	N/A	(3)	(3)	(0)	(7.2)	(392)	(355)
Capital Expenditures	1	4	3	71.6	244	133	(111)	(83.7)	261	382
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	3	40	37	92.0	123	144	21	14.8	668	710
Total Expenditures	6,905	6,694	(211)	(3.2)	63,365	61,959	(1,406)	(2.3)	88,903	90,963
Transfers In (Out)	0	0	0	N/A	(3,371)	(4,183)	0	0.0	(3,371)	(3,371)
Operating Excess (Deficit)	\$1,818	\$2,862	(1,044)	(36.5)	\$478	\$2,669	(\$2,191)	(82.1)	\$624	\$170

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Levy	\$0	\$0	N/A	\$0	\$0	\$0	\$9,678	\$9,678
Interest	0	(14)	103.3	77	10	67	40	40
Tuition, Fees, Admissions	30	18	69.1	522	571	(49)	1,712	1,712
Other Local Revenues	15	22	(33.0)	395	297	98	260	318
State Sources	8,671	8,635	0.4	62,111	63,029	(918)	64,284	64,677
Federal Aids from MDE	0	0	N/A	0	0	0	0	0
Federal Direct Aids	0	0	N/A	0	0	0	0	0
Local Sales	0	0	N/A	0	0	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
Total Revenues	8,717	8,661	0.6	63,105	63,907	(802)	75,974	76,425
Expenditures								
Salaries	3,720	3,561	(4.5)	33,075	32,285	(790)	46,407	46,650
Benefits	1,647	1,524	(8.0)	13,815	13,105	(710)	19,491	19,596
Purchased Services	378	382	1.1	4,534	4,357	(177)	6,209	6,296
Supplies & Materials	91	55	(65.8)	1,031	1,108	77	1,433	1,690
Chargebacks	0	0	N/A	(10)	(8)	2	(1,661)	(1,657)
Capital Expenditures	1	0	N/A	203	103	(100)	180	275
Debt Service	0	0	N/A	0	0	0	0	-
Other	0	39	98.9	71	99	28	(81)	(117)
Total Expenditures	5,837	5,561	(5.0)	52,720	51,049	(1,671)	71,978	72,734
Transfers In (Out)	0	0	N/A	(3,371)	(4,183)	0	(3,371)	(3,371)
Operating Excess (Deficit)	\$2,880	\$3,100	(7.1)	\$7,014	\$8,675	(\$1,661)	\$624	\$320

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%			%
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$487	\$487	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	0	31	(100.0)	230	287	(57)	488	488	
Other Local Revenues	0	5	(100.0)	181	444	(263)	0	120	
State Sources	6	0	N/A	1,060	907	153	9,944	10,506	
Federal Aids from MDE	0	836	(100.0)	2,593	3,198	(605)	5,871	6,337	
Federal Direct Aids	0	23	(100.0)	45	68	(23)	135	141	
Local Sales	0	0	N/A	0	0	0	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0	
Total Revenues	6	895	(99.3)	4,110	4,904	(794)	16,924	18,079	
<u>Expenditures</u>									
Salaries	646	721	10.4	6,308	6,494	186	8,889	9,284	
Benefits	295	313	5.6	3,337	3,360	23	4,558	4,752	
Purchased Services	65	62	(4.8)	509	636	127	753	1,150	
Supplies & Materials	59	32	(83.8)	393	340	(53)	626	808	
Chargebacks	0	0	N/A	7	5	(2)	1,269	1,302	
Capital Expenditures	0	4	100.0	41	30	(11)	80	107	
Debt Service	0	0	N/A	0	0	0	0	0	
Other	3	1	(178.5)	51	45	(6)	750	826	
Total Expenditures	1,068	1,133	5.8	10,645	10,910	265	16,924	18,229	
Transfers In (Out)	0	0	N/A	0	0	0	0	0	
Operating Excess (Deficit)	(\$1,062)	(238)	(346.0)	(\$6,536)	(\$6,006)	(\$530)	\$0	(\$150)	

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	\$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	10	1	9	879.8	19	9	10	116.0	5	19
State Sources	0	26	(26)	(100.0)	131	156	(25)	(16.1)	166	166
Federal Aids from MDE	0	256	(256)	(100.0)	1,424	1,631	(207)	(12.7)	2,371	2,371
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	148	224	(76)	(34.0)	971	1,003	(32)	(3.2)	1,198	1,198
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	158	507	(349)	(68.9)	2,545	2,799	(254)	(9.1)	3,740	3,754
<u>Expenditures</u>										
Salaries	116	108	(8)	(7.3)	918	900	(18)	(2.0)	1,182	1,180
Benefits	50	41	(9)	(20.9)	393	344	(49)	(14.1)	459	459
Purchased Services	8	14	6	43.6	72	46	(26)	(56.8)	83	83
Supplies & Materials	246	231	(15)	(6.3)	1,452	1,409	(43)	(3.0)	2,172	2,174
Chargebacks	0	0	0	N/A	1	1	0	39.0	168	168
Capital Expenditures	0	15	15	100.0	50	76	26	33.6	34	71
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	10	13	3	22.3	15	15
Total Expenditures	419	409	(10)	(2.4)	2,895	2,789	(106)	(3.8)	4,114	4,151
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$261)	\$98	(\$359)	(366.7)	(\$350)	\$10	(\$360)	(3,602.7)	(\$374)	(\$397)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Levy	\$0	\$0	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	0	0	N/A	85	0	85	5	74
State Sources	547	535	2.3	3,416	2,472	944	5,812	5,812
Federal Aids from MDE	0	0	N/A	0	0	0	0	0
Federal Direct Aids	0	0	N/A	0	0	0	0	0
Local Sales	0	0	N/A	0	0	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
Total Revenues	547	535	2.3	3,501	2,472	1,029	5,817	5,886
Expenditures								
Salaries	106	99	(6.9)	975	876	(99)	1,257	1,257
Benefits	77	76	(1.7)	667	639	(28)	839	839
Purchased Services	141	128	(10.3)	2,817	2,702	(115)	3,884	3,884
Supplies & Materials	21	17	(4)	221	162	(59)	384	389
Chargebacks	0	0	N/A	0	1	1	1	1
Capital Expenditures	0	0	N/A	280	178	(102)	181	245
Debt Service	0	0	N/A	0	0	0	0	0
Other	0	0	N/A	0	1	1	1	1
Total Expenditures	346	320	(8.0)	4,960	4,559	(401)	6,547	6,616
Transfers In (Out)	0	0	N/A	0	0	0	0	0
Operating Excess (Deficit)	\$202	\$215	(\$13)	(\$1,459)	(\$2,087)	\$628	(\$730)	(\$730)
			(6.1)			30.1		

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%	\$	\$	%
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$945	\$945	N/A
Interest	0	0	N/A	0	0	N/A	0	0	N/A
Tuition, Fees, Admissions	162	166	(2.7)	1,509	1,499	10	1,596	1,596	0.7
Other Local Revenues	13	20	(37.2)	113	138	(25)	98	109	(18.2)
State Sources	(109)	125	(186.9)	2,024	1,996	28	2,384	2,384	1.4
Federal Aids from MDE	10	34	(71.4)	11	82	(71)	163	98	(86.1)
Federal Direct Aids	0	343	(100.0)	730	1,222	(492)	1,934	1,934	(40.3)
Local Sales	0	0	N/A	0	0	0	0	0	N/A
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0	N/A
Total Revenues	75	688	(89.1)	4,387	4,937	(550)	7,121	7,067	(11.1)
Expenditures									
Salaries	291	290	(0.5)	2,627	2,579	(48)	3,767	3,736	(1.9)
Benefits	132	127	(4.3)	1,184	1,123	(61)	1,593	1,590	(5.4)
Purchased Services	260	129	(131)	903	908	5	1,204	1,187	0.6
Supplies & Materials	15	36	57.3	164	189	25	296	288	13.3
Chargebacks	0	0	N/A	2	2	0	260	260	3.7
Capital Expenditures	0	0	N/A	14	3	(11)	7	17	(370.3)
Debt Service	0	0	N/A	0	0	0	0	0	N/A
Other	2	2	4.2	25	17	(8)	181	176	(47.5)
Total Expenditures	701	584	(20.1)	4,919	4,821	(98)	7,308	7,254	(2.0)
Transfers In (Out)	0	0	N/A	0	0	0	0	0	N/A
Operating Excess (Deficit)	(\$626)	\$104	(701.8)	(\$532)	\$116	(\$648)	(\$188)	(\$188)	(558.8)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$2,452	\$2,452	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	
Other Local Revenues	1	0	N/A	21	61	(40)	17	23	
State Sources	172	168	2.3	1,031	731	300	906	906	
Federal Aids from MDE	0	0	N/A	0	0	0	0	0	
Federal Direct Aids	0	0	N/A	0	0	0	0	0	
Local Sales	0	0	N/A	1	199	(198)	0	1	
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0	
Total Revenues	173	168	3.1	1,053	991	62	3,374	3,382	
Expenditures									
Salaries	62	66	5.3	625	653	28	815	815	
Benefits	26	28	6.9	271	268	(3)	328	328	
Purchased Services	14	6	(136.7)	174	148	(26)	356	368	
Supplies & Materials	0	0	N/A	147	62	(85)	487	474	
Chargebacks	0	0	N/A	0	0	(0)	0	0	
Capital Expenditures	40	1	(3,937.5)	5,508	3,584	(1,924)	4,647	5,714	
Debt Service	0	0	N/A	0	0	0	0	0	
Other	0	0	N/A	5	1	(4)	8	8	
Total Expenditures	143	101	(41.9)	6,730	4,716	(2,014)	6,639	7,705	
Transfers In (Out)	0	0	N/A	3,371	4,183	0	3,371	3,371	
Operating Excess (Deficit)	\$30	\$67	(55.3)	(\$2,306)	\$458	(\$2,764)	\$106	(\$953)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2017	FY2016	FY2017	FY2016	Adopted	Revised
	\$0	\$0	\$0	\$0	\$0	\$0
		Variance		Variance		
		%		%		
Lewy	0	0	0	0	0	0
Interest	0	0	1	1	0	0
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	0	0	0	0	0	0
State Sources	0	0	17	168	0	0
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	0	0	18	169	0	0
		N/A		(89.2)		
<u>Expenditures</u>						
Salaries	0	6	0	58	0	0
Benefits	0	2	0	20	0	0
Purchased Services	0	3	0	86	0	0
Supplies & Materials	0	3	0	59	0	0
Chargebacks	0	0	0	0	0	0
Capital Expenditures	0	416	2,071	2,377	1,547	2,070
Debt Service	0	0	0	0	0	0
Other	0	0	0	6	0	0
Total Expenditures	0	430	2,072	2,606	1,547	2,070
		100.0		20.5		
Transfers In (Out)	0	0	0	0	0	0
		N/A		N/A		
Operating Excess (Deficit)	\$0	(\$430)	(\$2,053)	(\$2,437)	(\$1,547)	(\$2,070)
		100.0		15.7		

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-T-O-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance	Variance	FY2017	FY2016	Variance	Variance		
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$17,655	\$17,655
Interest	0	0	0	N/A	493	438	55	12.5	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	330	0	330	N/A	1,736	1,434	302	21.1	2,261	2,261
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	932	972	(40)	(4.1)	933	933
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	94,127	0	94,127	N/A	0	6,238
Total Revenues	330	0	330	N/A	97,288	2,844	94,444	3,320.8	20,849	27,087
Expenditures										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	28,679	22,783	(5,896)	(25.9)	22,446	28,684
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	0	N/A	28,679	22,783	(5,896)	(25.9)	22,446	28,684
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$330	\$0	\$330	N/A	\$68,609	(\$19,939)	\$88,548	444.1	(\$1,598)	(\$1,598)

STATEMENT OF REVENUES AND EXPENDITURES
(IN THOUSANDS)

April 17

Internal Service Fund

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2017	FY2016	FY2017	FY2016	Adopted	Revised
	\$	\$	\$	\$		
		Variance		Variance		
		%		%		
Levy	\$0	\$0	\$0	\$0	\$0	\$0
Interest	0	0	0	0	0	0
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	75	74	789	796	825	825
State Sources	0	0	0	0	0	0
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	75	74	789	796	825	825
		1.1		(0.9)		
<u>Expenditures</u>						
Salaries	0	0	0	0	0	0
Benefits	67	54	529	529	700	700
Purchased Services	5	5	48	46	54	54
Supplies & Materials	0	0	0	0	0	0
Chargebacks	0	0	0	0	0	0
Capital Expenditures	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Expenditures	72	59	577	575	754	754
		(13)		(2)		
Transfers In (Out)	0	0	0	0	0	0
		N/A		N/A		
Operating Excess (Deficit)	\$3	\$15	\$212	\$221	\$71	\$71
		(\$12)		(\$9)		
		(78.7)		(4.1)		

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0
Interest	0	0	N/A	0	0	N/A	2	2
Tuition, Fees, Admissions	0	0	N/A	282	305	(7.6)	616	616
Other Local Revenues	0	0	N/A	107	116	(7.5)	263	263
State Sources	0	0	N/A	0	0	N/A	0	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	391	441	(11.3)	649	649
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	0	0	N/A	781	862	(81)	1,529	1,529
<u>Expenditures</u>								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	0	0
Purchased Services	0	0	N/A	315	379	17.0	889	889
Supplies & Materials	0	0	N/A	291	318	8.6	622	622
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	15	19	20.3	19	19
Total Expenditures	0	0	N/A	621	716	95	1,529	1,529
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	N/A	\$160	\$146	\$14	\$0	\$0

BALANCE SHEET

ASSETS	04/30/17	06/30/16	04/30/16	FUND BALANCES	04/30/17	06/30/16	04/30/16
Cash / Investments	\$145,793	\$75,303	\$64,920	Reserved for:			
Taxes & Credits Receivable	3,594	21,123	3,499	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	638	790	422	Nondisposable Inventory	186	186	184
Due from Other Funds	0	280	0	Nondisposable Prepaids	99	99	103
Due from Other MN Districts	0	1,337	0	Staff Development	0	0	103
Due From MDE	8,372	8,722	7,585	Teacher Dev & Eval	148	148	185
Due From Federal thru MDE	0	3,056	0	Basic skills	0	0	0
Due From Federal - Direct	0	762	0	Learning development	0	0	0
Due from Other Governments	0	84	0	Desegregation	0	0	0
Inventory	186	186	184	Gifted and Talented	0	0	0
Prepaids	80	99	74	Pupil Transportation Safety	0	0	0
				ECFE	276	276	268
Total Assets	<u>\$158,663</u>	<u>\$111,743</u>	<u>\$76,684</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	0	0	0	Alternative facilities	1,059	1,059	1,864
Salaries Payable	732	14,083	916	Restricted Programs	30	30	46
Accounts Payable	77	1,742	191	Bond Refunding	46,315	46,315	47,259
Due to Other Funds	0	280	0	Endowment	1,717	1,908	1,625
Due to Other MN Districts	0	79	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Severance-Insurance Prem	0	0	0
Claims Payable	183	182	318	Area Learning Center	414	414	435
Deferred Revenue	6	279	10	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>\$34,580</u>	<u>\$50,228</u>	<u>\$35,229</u>	Referendum	0	0	0
				Undesignated	69,428	6,669	(16,131)
				Total Fund Balance	<u>\$124,084</u>	<u>\$61,515</u>	<u>\$41,455</u>
				Liabilities & Fund Balance	<u>\$158,664</u>	<u>\$111,743</u>	<u>\$76,684</u>

BALANCE SHEET

ASSETS	04/30/17	06/30/16	04/30/16	FUND BALANCES	04/30/17	06/30/16	04/30/16
Cash / Investments	\$15,517	\$8,180	\$19,883	Reserved for:			
Taxes & Credits Receivable	(8,233)	9,296	(8,879)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	37	102	234	Nonspendable Inventory	84	84	90
Due from Other Funds	0	0	0	Nonspendable Prepays	89	89	94
Due from Other MN Districts	0	1,314	0	Staff Development	-	-	103
Due From MDE	7,972	8,073	7,182	Teacher Dev & Eval	148	148	185
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	0	Integration	0	0	0
Inventory	84	84	90	Gifted and Talented	0	0	0
Prepays	80	89	74	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$15,458	\$30,205	\$18,584	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	-
				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
				Undesignated	3,537	3,060	6,502
Total Liabilities	\$10,931	\$26,155	\$11,020	Total Fund Balance	\$4,527	\$4,050	\$7,564
				Liabilities & Fund Balance	\$15,458	\$30,205	\$18,584

BALANCE SHEET

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

	04/30/17	06/30/16	04/30/16		04/30/17	06/30/16	04/30/16
ASSETS							
Cash / Investments	\$668	\$854	\$1,158	FUND BALANCES			
Taxes & Credits Receivable	0	0	0	Reserved for:	\$0	\$0	\$0
Accounts / Interest Receivable	8	10	5	Severance	102	102	94
Due from Other Funds	0	0	0	Nonspendable Inventory	1	1	1
Due from Other MN Districts	0	0	0	Nonspendable Prepaids	0	0	0
Due From MDE	0	0	0	Staff Development	0	0	0
Due From Federal thru MDE	0	61	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Basic skills	0	0	0
Due from Other Governments	0	0	0	Learning development	0	0	0
Inventory	102	102	94	Desegregation	0	0	0
Prepaids	0	1	0	Gifted and Talented	0	0	0
				Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$779	\$1,027	\$1,257	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES							
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Operating Capital	0	0	0
Accrued Interest Payable	0	0	0	Facilities	0	0	0
Salaries Payable	226	48	199	Alternative facilities	0	0	0
Accounts Payable	1	78	24	Restricted Programs	0	0	0
Due to Other Funds	0	0	0	Escrow Account	0	0	0
Due to Other MN Districts	0	0	0	Endowment	0	0	0
Due to Other Governments	0	0	0	Encumbrances	0	0	0
Claims Payable	0	0	0	Designated for:	0	0	0
Deferred Revenue	0	0	0	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	448	798	939
				Total Fund Balance	\$551	\$901	\$1,034
Total Liabilities	\$227	\$126	\$223				
				Liabilities & Fund Balance	\$778	\$1,027	\$1,257

BALANCE SHEET

April 17

Transportation Fund

	04/30/17	06/30/16	04/30/16	FUND BALANCES	04/30/17	06/30/16	04/30/16
ASSETS							
Cash / Investments	(\$3,026)	(\$1,991)	(\$3,782)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	18	89	30	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	2	2	2
Due from Other MN Districts	0	23	0	Staff Development	0	0	0
Due From MDE	23	23	31	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	2	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$2,985)	(\$1,853)	(\$3,721)	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	470	55	454	Restricted Programs	0	0	0
Accounts Payable	11	99	6	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	(3,469)	(2,010)	(4,183)
Property tax shift	0	0	0	Total Fund Balance	(\$3,467)	(\$2,008)	(\$4,181)
Total Liabilities	\$481	\$155	\$460				
				Liabilities & Fund Balance	(\$2,985)	(\$1,853)	(\$3,721)

BALANCE SHEET

ASSETS	04/30/17	06/30/16	04/30/16	FUND BALANCES	04/30/17	06/30/16	04/30/16
Cash / Investments	\$1,831	\$1,385	\$2,239	Reserved for:			
Taxes & Credits Receivable	595	595	636	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	14	28	1	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	7	7	6
Due from Other MN Districts	0	0	0	Staff development	0	0	0
Due From MDE	151	400	143	Reemployment comp	0	0	0
Due From Federal thru MDE	0	81	0	Basic skills	0	0	0
Due From Federal - Direct	0	694	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	7	0	Pupil Transportation Safety	0	0	0
				ECFE	276	276	268
Total Assets	\$2,590	\$3,190	\$3,019	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	(532)	0	117
				Total Fund Balance	\$796	\$1,329	\$1,225
Total Liabilities	\$1,794	\$1,862	\$1,794				
				Liabilities & Fund Balance	\$2,590	\$3,190	\$3,019

BALANCE SHEET

ASSETS	04/30/17	06/30/16	04/30/16	FUND BALANCES	04/30/17	06/30/16	04/30/16
Cash / Investments				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 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>(\$2,178)</u>	<u>\$139</u>	<u>(\$707)</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	147	53	144	Restricted Programs	0	0	0
Accounts Payable	4	108	4	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	(3,400)	(1,094)	(1,692)
Total Liabilities	<u>\$151</u>	<u>\$161</u>	<u>\$148</u>	Total Fund Balance	<u>(\$2,329)</u>	<u>(\$23)</u>	<u>(\$855)</u>
				Liabilities & Fund Balance	<u>(\$2,178)</u>	<u>\$139</u>	<u>(\$707)</u>

BALANCE SHEET

	FUND BALANCES			
	04/30/17	06/30/16	04/30/16	04/30/16
ASSETS				
Cash / Investments	\$1,062	\$3,694	\$3,194	
Taxes & Credits Receivable	0	0	0	\$0
Accounts / Interest Receivable	0	0	0	0
Due from Other Funds	0	0	0	0
Due from Other MN Districts	0	0	0	0
Due From MDE	17	17	17	0
Due From Federal thru MDE	0	0	0	0
Due From Federal - Direct	0	0	0	0
Due from Other Governments	0	0	0	0
Inventory	0	0	0	0
Prepays	0	0	0	0
Total Assets	<u>\$1,079</u>	<u>\$3,711</u>	<u>\$3,211</u>	
LIABILITIES				
Tax and Aid Anticipation Payable	\$0	\$0	\$0	0
Accrued Interest Payable	0	0	0	0
Salaries Payable	0	5	8	0
Accounts Payable	3	577	41	0
Due to Other Funds	0	0	0	0
Due to Other MN Districts	0	0	0	0
Due to Other Governments	0	0	0	0
Claims Payable	0	0	0	0
Deferred Revenue	0	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	0
Property tax shift	0	0	0	0
Total Liabilities	<u>\$3</u>	<u>\$583</u>	<u>\$49</u>	
Reserved for:				
Severance	\$0	\$0	\$0	\$0
Nonspendable Inventory	0	0	0	0
Nonspendable Prepays	0	0	0	0
Staff Development	0	0	0	0
Reemployment comp	0	0	0	0
Basic skills	0	0	0	0
Learning development	0	0	0	0
Desegregation	0	0	0	0
Gifted and Talented	0	0	0	0
Pupil Transportation Safety	0	0	0	0
ECFE	0	0	0	0
Community Education	0	0	0	0
Community Services	0	0	0	0
Operating Capital	0	0	0	0
Facilities	2,070	2,070	3,734	0
Alternative facilities	1,059	1,059	1,864	0
Restricted Programs	0	0	0	0
Escrow Account	0	0	0	0
Endowment	0	0	0	0
Encumbrances	0	0	0	0
Textbooks	0	0	0	0
Operating Capital	0	0	0	0
Undesignated	(2,052)	0	(2,436)	0
Total Fund Balance	<u>\$1,076</u>	<u>\$3,129</u>	<u>\$3,162</u>	
Liabilities & Fund Balance	<u>\$1,079</u>	<u>\$3,711</u>	<u>\$3,211</u>	

BALANCE SHEET

ASSETS	04/30/17	06/30/16	04/30/16	FUND BALANCES	04/30/17	06/30/16	04/30/16
Cash / Investments	\$128,621	\$60,012	\$39,774	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>\$140,621</u>	<u>\$72,011</u>	<u>\$51,856</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	73,313	4,704	(16,938)
Property tax shift	0	0	0				
Total Liabilities	<u>\$20,993</u>	<u>\$20,993</u>	<u>\$21,535</u>	Total Fund Balance	<u>\$119,628</u>	<u>\$51,019</u>	<u>\$30,321</u>
				Liabilities & Fund Balance	<u>\$140,621</u>	<u>\$72,011</u>	<u>\$51,856</u>

BALANCE SHEET

ASSETS	04/30/17	06/30/16	04/30/16	FUND BALANCES	04/30/17	06/30/16	04/30/16
Cash / Investments	\$1,715	\$1,626	\$1,621	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	2	2	4	Nonspendable Inventory	0	0	0
Due from Other Funds	0	280	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,717</u>	<u>\$1,908</u>	<u>\$1,625</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	1,717	1,908	1,625
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>\$1,717</u>	<u>\$1,908</u>	<u>\$1,625</u>
				Liabilities & Fund Balance	<u>\$1,717</u>	<u>\$1,908</u>	<u>\$1,625</u>

BALANCE SHEET

ASSETS	04/30/17	06/30/16	04/30/16	FUND BALANCES	04/30/17	06/30/16	04/30/16
Cash / Investments	\$344	\$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	\$345	\$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	345	133	296
Property tax shift	0	0	0				
Total Liabilities	\$0	\$194	\$0	Total Fund Balance	\$345	\$133	\$296
				Liabilities & Fund Balance	\$345	\$327	\$296

BALANCE SHEET

	ASSETS	04/30/17	06/30/16	04/30/16	FUND BALANCES	04/30/17	06/30/16	04/30/16
	Cash / Investments	\$1,238	\$1,078	\$1,264	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>\$1,238</u>	<u>\$1,078</u>	<u>\$1,264</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	1,238	1,078	1,264
	Property tax shift	0	0	0	Total Fund Balance	<u>\$1,238</u>	<u>\$1,078</u>	<u>\$1,264</u>
	Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>				
					Liabilities & Fund Balance	<u>\$1,238</u>	<u>\$1,078</u>	<u>\$1,264</u>

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 04/30/2017

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
04/07/2017	V79764	DULUTH FEDERATION OF TEA	35,144.64
04/07/2017	V107231	DULUTH TEACHERS CREDIT	7,679.00
04/07/2017	V106637	EBC - FLEX EFT	12,599.15
04/07/2017	V106636	EBC - TSA EFT	74,298.25
04/07/2017	V79771	EDUCATION MN CLERICAL EFT	1,364.98
04/07/2017	V102915	FEDERAL 941 PR TAXES	611,292.62
04/07/2017	V108066	MG TRUST	133,550.43
04/07/2017	V05173	MN CHILD SUPPORT EFT	1,605.78
04/07/2017	V108320	MN DEPT OF REVENUE EFT	118.80
04/07/2017	V102916	MN STATE PR TAXES	97,930.81
04/07/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	101,478.49
04/07/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	265,551.80
04/07/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,592,335.68
04/21/2017	V79764	DULUTH FEDERATION OF TEA	34,885.73
04/21/2017	V107231	DULUTH TEACHERS CREDIT	7,744.00
04/21/2017	V106637	EBC - FLEX EFT	12,390.82
04/21/2017	V106636	EBC - TSA EFT	74,210.31
04/21/2017	V79771	EDUCATION MN CLERICAL EFT	1,364.98
04/21/2017	V102915	FEDERAL 941 PR TAXES	574,805.56
04/21/2017	V108066	MG TRUST	130,272.73
04/21/2017	V05173	MN CHILD SUPPORT EFT	1,565.45
04/21/2017	V102916	MN STATE PR TAXES	92,117.72
04/21/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	84,581.29
04/21/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	263,043.32
04/21/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,500,566.55
04/27/2017	V06645	MEDICA HEALTH PLAN (EFT)	181,555.40
04/27/2017	V106638	PEIP - HLTH EFT	1,286,678.84
04/27/2017	V80030	DELTA DENTAL PLAN OF MN(EFT)	71,581.56
04/27/2017	V104923	HARRIS BANK	26,938.74
04/27/2017	V100499	MN DEPT OF REVENUE EFT	31.00
			7,279,284.43

ISD 709 - Duluth Public Schools
GF Investment Activity for FY 2017
As of April 30, 2017 (for June 2017 School Board meeting)

Beginning Investment Balance March 31, 2017) \$ 320,212.15

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)
4/3/2017	MN Trust	MNT	5/1/2017	\$ 1,000,000.00

Total Purchases \$ 1,000,000.00

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)
N/A				

Total Maturities \$ -

Other items:

Add: Money Market Funds Interest (April) \$ 45.45
 Beginning Value Adjustment
 Other Interest/Cash Balance on Account (Reverse)

Deduct: Transaction Fees/Other
 Market Value Adjustment -

Total Other \$ 45.45

Ending Investment Balance (April 30, 2017) \$ 1,320,257.60

Note: Ending Investment Balance as of April 30, 2016 was \$ 4,704,500.10

Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2017
Jun-17

						FINAL EOY
Grade Levels	Jun Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	APU 1516
KG	544.00	1.0082000003	548.46	1.00	548.46	555.82
HK	60.50	0.9522497545	57.61	1.00	57.61	81.92
Gr 1-3	1931.00	0.9963591020	1923.97	1.00	1923.97	1927.37
Gr 4-6	1754.13	0.9892938757	1735.35	1.00	1735.35	1744.57
Gr 7-8	1169.57	0.9743903669	1139.62	1.20	1367.54	1323.83
Gr 9-12	2657.65	0.9684880824	2573.90	1.20	3088.68	3138.15
Sub-Total	8116.85				8721.62	8771.66
Other APU Generators						
Early Childhood	Jun Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	APU 1516
Early Childhood	268	0.3691420300	98.93	1.000	98.93	86.97
Early Childhood Details	Final Count	June 1 Count	Final PU			
13-14	368	206	83.09			
14-15	371	259	93.34			
15-16	367	252	86.97			
16-17*		268	98.93			
Resident Tuition**						
Resident Tuition Details	Total APU				34.88	
13-14	36.47					
14-15	32.90					
15-16	35.28					
16-17*	34.88					
ALC						
ALC Details**	Total APU				258.79	
13-14	237.86					
14-15	278.11					
15-16	260.40					
16-17*	258.79					
Projected Total APU					8820.55	8858.63
Budgeted APU					8778.60	
Net					41.95	

* Projected

** Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight


EOY: End of Year

Fundraisers for May 2017

School	Organization	Function
Denfeld	Boys Golf	Working concession stands
Denfeld	Cheer Team	Yankee Candles
Denfeld	Girls Soccer	Working concession stands
Denfeld	Girls Tennis	Working concession stands
Denfeld	HOSA	Selling pizza
Denfeld	Softball Team	Working concession stands
Denfeld	Speech Team	Rummage Sale
Ordean-East	Phy-Ed	Box Tops
Stowe	Environmental-school wide	Shiny paper recycling
Stowe	School-wide	School store
Stowe	Wolf Ridge Trip/Grade 5	Beef stick sales

Memorandum

To: Doug Hasler
School Board Members

From: Dave Spooner 

Date: June 7, 2017

Re: BID #1258-1 – District Wide Playground Rubber Mulch Replacement

The above bid was advertised according to statute and School Board Policy. Three (3) bids were received in response to the School District's notice for bids for the revised District Wide Rubber Mulch Replacement Project. The attached Bid Tab and recommendation letter reflect the bids received related to the revised scope of work.

Recommendation:

It is recommended that the Duluth School Board approve entering into an agreement with A Plus Landscaping, LLC, as listed on the recommendation letter based on their low responsible base bid of \$1,016,264.00 plus add alternate 1 for the sum of \$25,000.00, for a total of \$1,041,264.00, as provided in response to BID #1258-1 – District Wide Playground Rubber Mulch Replacement.

Included in this recommendation is that the School Board Chair be authorized to sign contract documents reflecting the terms of this agreement.

Enclosures

PROJECT: Rubber Mulch Replacement,
Bid Number 1258-1

SUBJECT: Bid Review, Assessment and Recommendation

MEMO DATE: June 7, 2017

FROM: Luke Sydow
SAS+Associates
Duluth, MN 55802

TO: Dave Spooner- ISD 709
Independent School District #709
215 N. 1st Ave East
Duluth, MN 55802

Dear David,

We have been in contact with the low bidder for the above project, A Plus Landscaping LLC, who teamed with Flagship Recreation, to verify their qualifications. Both companies have indicated their ability to do the work within the timeline required and will meet the objectives of the board.

Required Contractor Qualifications:

1. Certified Playground Installer; **Provided**
2. Warranty of existing equipment (if any damage is sustained), Certified Landscape Structures Inc. Installer; **Provided**
3. Proper disposal of shredded tire mulch; **A Plus Landscaping LLC will have State of Minnesota/MPCA authorization by stating they will use First State Tire Recycling.**

If the district moves forward with the project, SAS+Associates recommends the A Plus Landscaping LLC/Flagship Recreation team in the amount of **\$1,016,264** and the acceptance of Add Alternate #1, (using Tamarack Engineered Wood Fiber in the place of standard EWF), in the amount of **\$25,000**. Flagship is to install the poured-in-place and engineered wood fiber surfacing, while A Plus Landscaping LLC is to be responsible for all other site and landscape work. A Plus Landscaping must provide, **prior to contracting, ALL** appropriate government approvals for disposal of the shredded tire mulch.

Regards,

Luke Sydow, PLA
Principle

ISD 709 Rubber Mulch Replacement									
Cost per School									
<i>June 6, 2017</i>									
	Homecroft	Lakewood	Laura Mac	Lester	Lincoln	Lowell	Myers	Ordean	Piedmont
APlus Landscape	\$124,110	\$140,154	\$128,244	\$150,569	\$57,635	\$126,809	\$110,467	\$44,590	\$133,686

BID TABULATION

RUBBER MULCH REPLACEMENT REBID

ISD 709 BID #1258-1

SAS Project #: 16-0141

Bid Date & Time: June 6, 2017 @ 2pm local time

Contractor	Sub-Contractors	Base Bid	Add Alt #1	Addenda Acknowledged	Bid Security	Responsible Contractor Form
A Plus Landscaping	Flagship Recreation	1,016,264	25,000	1	√	√
New Look Contracting	Flagship Recreation/ SafetyFirst	1,058,500	5,000	1	√	√
Urban Companies	Surface America	1,210,000	23,000	1	√	√

LEASE

Between

**INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA**

And

SOUTH ST. LOUIS COUNTY SOIL AND WATER CONSERVATION DISTRICT

THIS INDENTURE OF LEASE, effective the **1st** day of **July, 2017**, by and between Independent School District #709, a public corporation, party of the First Part, hereinafter called Lessor, and South St. Louis County Soil and Water Conservation District public body corporate, party of the second part, hereinafter called the Lessee, organized and operating under Minnesota Statutes § 103C.201 (a Soil and Water Conservation District).

AGREEMENT

ARTICLE 1. - DEFINITIONS

1.1 **AUTHORITY TO LEASE:** Independent School District Number 709 is authorized to lease facilities according to M.S. Sec 123B.02.

1.2 **THE LESSOR** shall mean: Independent School District Number 709, A Minnesota Public Corporation.

1.3 **THE LESSEE** shall mean: South St. Louis County Soil and Water Conservation District public body corporate, party of the second part, hereinafter called the Lessee, organized and operating under Minnesota Statutes § 103C.201, a Soil and Water Conservation District.

1.4 **BUILDING** shall mean: A building located at 215 North First Avenue East, known as Historic Old Central High School and designated as the "Central Administration Building" of the Duluth Public Schools.

1.5 **EXCLUSIVE SPACE** shall mean that portion of the Building to which the Lessee shall have the exclusive right of occupancy under this Agreement. The Exclusive Space is more particularly described in Exhibit A-1, which is attached hereto and incorporated herein by reference, said area leased having a floor space of approximately 1,540 square feet.

1.6 **PARKING LOT** shall mean those lots owned or leased by the Lessor that are located near or adjacent to the building and for which the Lessee may be granted the privilege to access and occupy parking spaces.

1.7 **COMMON AREAS** shall mean those portions of the Building, excluding the Exclusive Space for which the Lessee shall have a right of access under this Agreement and for which the

Page 1 of 13

5/16/2017 3:30 PM

Lease Between ISD 709 and South St. Louis County Soil and Water Conservation District

OK
DH 5/26/17

Lessee shall be entitled to use for purposes of access and egress to Exclusive Space. The Common Areas specifically include, with limitations described in Article 5 of this agreement, rest room facilities, and the hallways and vestibules necessary to access such rooms.

1.8 PREMISES shall mean collectively the Exclusive Space, the Parking Lot, the Common Areas, and any other areas to which the Lessee shall be entitled to access under the Agreement.

ARTICLE 2. - GRANT OF OCCUPANCY TO EXCLUSIVE SPACE

2.1 The Lessor does hereby demise and let unto the Lessee, and the Lessee does hereby lease from the Lessor, the Exclusive Space described in Exhibit A.

ARTICLE 3. - TERM

3.1 Term. The term of this Agreement shall be for a period of five years beginning on the First day of July 2017 and ending on the 30th day of June 2022.

ARTICLE 4. - RENT

4.1 Base Rent. The Lessee shall pay to the Lessor annual rent in the amount of Seventeen Thousand Two Hundred Thirty Nine Dollars (**\$17,239.00**), payable in twelve (12) equal installments beginning on the commencement date and continuing on the first day of each month thereafter. On July 1 of every year thereafter, the annual rent amount will be increased to the following amounts:

Year Two (2) – Seventeen Thousand Five Hundred Sixty Seven Dollars (**\$17,567.00**);
 Year Three (3) – Seventeen Thousand Nine Hundred One Dollars (**\$17,901.00**)
 Year Four (4) – Eighteen Thousand Two Hundred Forty One Dollars (**\$18,241.00**); and
 Year Five (5) – Eighteen Thousand Five Hundred Eighty Eight Dollars (**\$18,588.00**).

The Lessee, at its option, may prepay the annual base rent by paying the amount specified above on the first rental payment date and on July 1 of each calendar year thereafter. There shall be no penalty for prepayment of rent.

Except as otherwise expressly provided herein, the Lessee covenants and agrees that if at any time it fails to pay any amount required by this Agreement, or to obtain, pay for, maintain or deliver any of the insurance policies required hereunder, or fails to make any other payment or perform any other act required by this Agreement, then the Lessor, after notice to the Lessee, without waiving or releasing the Lessee from any obligation hereunder and without assuming any obligation to do so, may effect any such insurance coverage and pay premiums therefore and may make any other payment or perform any other act on behalf of the Lessee in such manner and to such extent as the Lessor desires. All sums so paid by the Lessor and any necessary and incidental costs and expenses incurred by the Lessor on behalf of the Lessee, together with interest thereon at the rate of eight percent (8%) per annum from the date the Lessor incurs such expenditure, shall be payable to the Lessor as additional rent, and except as otherwise provided

for in this Agreement, shall be payable on demand or at the option of the Lessor, added to any amount then due or thereafter becoming due under the Agreement. The Lessee covenants to pay any such sum or sums with interest to the Lessor and the Lessor shall have (in addition to any other right or remedy of the Lessor) the same rights and remedies as in the case of a default by the Lessee in the payment of rent.

ARTICLE 5. - USE

5.1 Permitted Uses. Unless specifically agreed to in writing by the Lessor, the Lessee shall use the Premises only for the following purposes:

5.1.A. To conduct business associated to and in connection with their purpose granted and authorized by Minnesota Statutes § 103C.201.

5.2 Non-discrimination Covenant. The Lessee hereby covenants and agrees that it will not engage in or permit unlawful discrimination against persons seeking access to the Premises or to programming conducted by the Lessee on the basis of age, sex, race, religion, color, creed or national origin, status of recipient of economic assistance, or status as a veteran

5.3 Parking Lot. The Lessor does hereby grant unto the Lessee the privilege to access and occupy up to eight parking spaces for which the Lessor will issue the Lessee window tags that will be used to identify vehicles authorized to occupy spaces on the premises. Parking space is available on a first come basis and may not be available at all times of the day. The Lessee accepts that this privilege is subject to change and will depend on the availability of space and any other changes that affect the Lessor's ability to grant this privilege.

5.4 Prohibited Uses. The Lessee shall not use or occupy the Premises or knowingly permit the Exclusive Space to be used or occupied for any purpose or activity which is contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in any manner which would violate any certificate of occupancy effecting the same, or which would be likely to cause structural injury to the Premises or improvements thereon or cause the value or usefulness of the Premises or any part thereof to be substantially diminished, or which would adversely affect the Lessor's activity on or adjacent to the Premises, or which would constitute a public or private nuisance or waste. Upon discovery of any use prohibited hereunder, the Lessee shall promptly take all necessary steps to discontinue such nonconforming use.

ARTICLE 6. – MANAGEMENT

6.1. Exclusive Space. The Lessee shall allow the Lessor access to those areas to which it is entitled pursuant to Article 13.2 of this Agreement.

6.2. Parking Lot. If for any reason the Lessor determines the use of the parking lots needs to be changed or restricted the Lessee will upon notice make the required changes in its use of the lots.

ARTICLE 7. - SUPERVISION AND EQUIPMENT

7.1 Supervision. Each party shall provide reasonable supervision and security for all activities scheduled by it.

7.2 Appropriate Activities. The parties agree that they will limit their activities in the Premises to those for which the Premises was designed and which will not present an unreasonable risk of damage or destruction to the facility or equipment or carry an unreasonable risk of injury to the participants supervisors or spectators. Activities to be conducted in the Exclusive Space or the Common Area that would violate the terms of this section must be approved in advance by both parties.

ARTICLE 8. - ORDINANCES BUILDING RESTRICTIONS AND REGULATIONS

8.1 The Lessee during the term of this Agreement shall at its expense comply with all valid applicable laws ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting the Premises and any improvements thereon or the use thereof. The Lessee shall indemnify and hold the Lessor harmless from the consequences of any violation of any such law ordinance or regulation by the Lessee. The Lessee shall not permit any activity contrary to any law ordinance or regulation to occur in the Exclusive Space and during such times as it has the exclusive right to occupy any portion of the Common Areas, it will take reasonable measures to prevent the activities from occurring in such portion(s) of the Common Space. Notwithstanding the foregoing and Section 5.3 it shall be the Lessor's responsibility, rather than the Lessee's responsibility to ensure that the Building and the Premises exclusive of any improvements or alterations made by the Lessee to the Exclusive Space subsequent to the Commencement Date are constructed and maintained in accordance with all building codes ordinances and laws.

ARTICLE 9. - ALTERATIONS

9.1 No Alterations Without Consent. The Lessee shall make no changes or alterations to the exterior of the Building without the Lessor's prior written approval. The Lessee may at its expense make changes or alterations to the interior of the Premises provided that the Lessor has first consented in writing to the proposed plans and specifications for said changes or alterations. The Lessor shall not unreasonably withhold consent to such alterations provided that the Lessor shall be entitled to withhold consent if it determines in its reasonable discretion that the improvements proposed by the Lessee will not be useful to the Lessor upon reversion of the Premises to the Lessor at the termination of the Agreement. The Lessee shall have the right to erect and maintain a sign identifying its presence in the Building subject to the mutual agreement of the parties regarding the size, location, and design of the sign. The parties agree that such sign shall be aesthetically consistent with the exterior of the Building.

9.2 Mechanic's Liens. The Lessee shall not suffer or permit any statements of mechanic's liens to be filed against the Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the

Premises or any part thereof through or under the Lessee. If any such statement of mechanic's lien shall at any time be filed against the Premises, the Lessee shall cause the same to be discharged of record within twenty (20) days after the date of actual notice to the Lessee of filing the same. If the Lessee shall fail to discharge such mechanic's lien within such period, then in addition to any other right or remedy of the Lessor, may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court, by giving security, in such other manner as is or may be prescribed by law. Any amount paid by the Lessor for any of the aforesaid purposes, and all reasonable other expenses of the Lessor, including reasonable attorneys' fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of eight percent (8%) per annum from the date of payment, shall be repaid by the Lessee to the Lessor on demand, and it unpaid may be treated as Additional Rent. The Lessor shall have the right to post and maintain on the Premises notices of non-responsibility under the laws of Minnesota, and nothing herein shall be construed to subject the Lessor's property, if otherwise exempt to such liens.

ARTICLE 10. - REPAIRS AND MAINTENANCE

10.1 Obligations of Lessee. The Lessee, at its sole cost and expense, shall repair, restore or replace promptly to the satisfaction of the Lessor all damage or injury to the Building or the fixtures, appurtenances and equipment relating thereto caused by: the Lessee moving property in or out of the Premises; installation or removal of furniture, fixtures, equipment or other property by the Lessee, its agents, contractors, servants or employees; or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other causes of the Lessee, its servants, employees, agents, visitors or licensees. All repairs, restorations and replacements shall be in quality and class equal to the original work. If the Lessee fails to make such repairs, restorations or replacements, the same may be made by the Lessor, and the Lessee shall pay the same to the Lessor within five (5) days' rendition of a bill or statement therefore. Notwithstanding the foregoing, under no circumstances shall the Lessee be obligated to make any repairs or replacements made necessary as a result of damage caused by fire or other casualty, caused beyond its control, or any cause that would ordinarily be covered by a first and extended coverage insurance policy, irrespective of any negligence on the Lessee's part causing or tending to cause the same. The Lessee shall not be obligated to make any repairs or replacements made necessary as a result of the Lessor's negligence, wrongful conduct or breach of this Agreement.

10.2 Scheduled Maintenance. The Lessor shall prepare at the Lessor's expense, a schedule of recommended routine maintenance and repairs for the Exclusive Space. If requested by the Lessee the Lessor shall perform such routine maintenance and repairs. The Lessee shall pay the reasonable cost of such maintenance and repair services performed by the Lessor, unless such maintenance and repairs are otherwise the responsibility of the Lessor under this Agreement. The Lessor shall also, upon the Lessee's request, perform additional specific maintenance and repairs to the Exclusive Space, the reasonable cost of which shall be paid by the Lessee, unless such maintenance and repairs are otherwise the responsibility of the Lessor under this Agreement.

10.3 No Duty for the Lessor to Repair. Nothing herein contained shall imply any duty on the part of the Lessor to do any such work which the Lessee may be required to perform under any provision of this Agreement and the performance thereof by the Lessor shall not constitute a waiver of the Lessee' default in failing to perform the same.

10.4 Obligations of Lessor. The Lessor shall, during the term of this Agreement, at its expense keep the electrical, plumbing, air conditioning equipment (if any), heating equipment, water system, toilet facilities, and other machinery and equipment in the Building, and the roof, foundation, and structural elements of the Building, in good condition and repair, and shall promptly and adequately repair all damaged or broken glass, fixtures and appurtenances within a reasonable period of time. The Lessor shall also maintain the, sidewalks and parking facilities in a clean and orderly condition consistent with the practices of the Lessor for the other facilities in its School system.

10.5 Daily Building Operations and Cleaning. Related to the Exclusive Space, the Lessor shall be responsible for the daily operation of building mechanical systems, every other day vacuuming of carpets, daily removal of refuse that is placed in designated refuse receptacles. The Lessor shall be responsible for the cleaning of Common Space related to its activities and uses permitted by this lease or otherwise permitted.

ARTICLE 11. - INSURANCE

11.1 The Lessee shall, at its sole cost and expense, be responsible for obtaining and maintaining:

11.1a Insurance for its fixtures and personal property in or about the Exclusive Space against loss or damage by fire or other casualty. Such insurance coverage shall be for the benefit of both the Lessor and the Lessee, as their respective interests may appear.

11.1b. General public liability insurance against claims for personal injury, death or property damage occurring upon or about the Premises and on in or about the adjoining lands, streets and passageways, such insurer to afford protection to the limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) with respect to injury or death to a single person, to the limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) with respect to any one accident, and to the limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) with respect to any property damage, naming both the Lessor and the Lessee as insured.

Such policies of insurance to be obtained by the Lessee shall be written in companies reasonably satisfactory to the Lessor, and shall be written in such form and shall be distributed in such companies as shall be reasonably acceptable to the Lessor. Such policies shall be delivered to the Lessor endorsed "premium paid" or with a receipt for payment of the premium issued by the company or agency issuing the policy or accompanied by other evidence satisfactory to the Lessor that the premiums thereon have been paid, not less than ten (10) days prior to occupancy of the Premises and the expiration of any then current policy. The policy must include a provision the Lessor be notified in writing prior to any cancellation.

ARTICLE 12. - INDEMNITY

12.1 Obligations of Lessee. The Lessee shall indemnify and hold the Lessor harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations; arising from the conduct or management of all activities or from any work or thing whatsoever done in or about the Premises by the Lessee; arising from any breach or default on the part of the Lessee in the performance of any covenants or agreement on the part of the Lessee to be performed pursuant to the terms of this Agreement; arising from any act of negligence on the part of the Lessee, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the Term of this Agreement in or about the Exclusive Space and Common Areas (during such times as the Lessee has the exclusive right of access to such Common Areas) incurred by any person, firm or corporation participating in a program of the Lessee or present at the invitation of the Lessee. The Lessee shall further indemnify and hold the Lessor harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessor by reason of any such claim, the Lessee, upon notice from the Lessor, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessor. Counsel selected by the Lessee's insurance carrier shall be deemed satisfactory to the Lessor. Notwithstanding the foregoing and anything; in this Agreement to the contrary, the Lessee shall not be obligated to defend, indemnify or hold the Lessor harmless as to any claim, or matter based on the Lessor's negligence, wrongful conduct or breach of this Agreement; or as to claims or matters arising from latent defects in the Premises existing on the date of this commencement of the term of this Agreement.

12.2 Obligations of Lessor. The Lessor shall indemnify and hold the Lessee harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations: arising from the conduct or management of all activities or from any work or thing whatsoever done by the Lessor in or about the Premises, Common Areas, or the Parking Lots; arising from any breach or default on the part of the Lessor in the performance of any covenant or agreement on the part of the Lessor to be performed, pursuant to the terms of this Agreement; arising from any act of negligence on the part of the Lessor, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the term of this Agreement in or about the Premises (excluding the Exclusive Space), Common Areas, or the Parking Lots incurred by any person, firm or corporation participating in a program of the Lessor or present at the invitation of the Lessor. The Lessor shall further indemnify and hold the Lessee harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessee by reason of any such claim, the Lessor, upon notice from the Lessee, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessee. Counsel selected by the Lessor, or its insurance carrier if any, shall be deemed satisfactory to the Lessee. Notwithstanding the foregoing and anything in this Agreement to the contrary, the Lessor shall not be obligated to defend, indemnify or hold the Lessee harmless as to any claim or matter based on the Lessee's negligence, wrongful conduct or breach of this Agreement.

12.3 Release and Waiver of Subrogation. Notwithstanding anything in this Agreement to the contrary (including, without limitation, sections 5.3, 10.1, 12.1, 12.2, 15.1 and Articles 17 and 20), each party hereunder (the "releasing party") hereby releases the other party and the other party's agents, employees, licensees and invitees (the "released party"), from any and all liability or responsibility to the releasing party or anyone claiming through or under the releasing party by way of subrogation or otherwise for any loss or damage to property caused by fire or any casualty which would ordinarily be covered under a fire and extended coverage or supplementary contract of insurance (whether or not the releasing party has such insurance), even if such fire or other casualty shall have been caused by the fault or negligence of the released party, or anyone for whom such party may be responsible. Such release applies notwithstanding whether the releasing party's policies (if any) shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasing party to recover there under except as expressly provided in this Agreement.

ARTICLE 13. - LESSOR'S USE AND ACCESS TO PREMISES

13.1 Use of Building by the Lessor. As part of the consideration for this Agreement, the Lessor reserves for itself the exclusive use of all portions of the Building not specifically identified as Exclusive in Exhibit A, or Common Space. The Lessor may use said space for any purpose it deems necessary or appropriate.

13.2 Access to Exclusive Space by the Lessor. The Lessee shall permit the Lessor and the authorized representatives of the Lessor to enter the Exclusive Space at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, regulations or requirements of any public authority or of the Lessor's of fire underwriters or any similar body. However, except as expressly provided in this Agreement, nothing in this Agreement shall be construed so as to impose any obligation on the Lessor to make any such repairs, alterations or improvements. The Lessor may, during the progress of any work on the Exclusive Space, keep and store upon the Exclusive Space all necessary materials, tools and equipment. The Lessor shall not, in any event, be liable for any inconvenience, annoyance, disturbance, and loss of business or other damage to the Lessee by reason of making repairs or the performance of any work on the Exclusive Space or on account of bringing materials, supplies and equipment into or to the Exclusive Space during the course thereof. The obligations of the Lessee under this Agreement shall not thereby be affected in any manner whatsoever. The Lessor agrees, however, in connection with the performance of any such work, to cause as little inconvenience, annoyance, disturbance, loss of business or other damage to the Lessee as may reasonably be possible in the circumstances.

ARTICLE 14. - ASSIGNMENT

14.1 Assignment or Subletting. The Lessee shall not as assign this Agreement or sublet the Premises or any portion of the Premises except as provided in Article 14.2 of the Agreement.

14.2 Assignment. The Lessee shall not assign or sublet any portion of the Exclusive Space

without first obtaining the written consent of the Lessor. Not less than sixty days before the proposed commencement of occupancy by the subtenant. The Lessee shall notify the Lessor of the name of the proposed new subtenant, the amount of space proposed to be occupied by the new subtenant, and the amount of rent proposed to be paid by the new subtenant. Sublease agreements must be for a minimum of two (2) years in length unless the prior written consent of the Lessor is obtained. The Lessor shall at its sole discretion decide whether to grant permission to the Lessee to sublet space and shall not grant permission to sublet to any subtenants whose use of the Premises will not be consistent with all of the terms and conditions of this Agreement most specifically the requirement that the use be for the purposes of carrying out the government program. In the alternative to venting a sublease the Lessor may elect to exclude from this Agreement the space proposed to be sublet and release the Lessee from its obligations with regard to such space. The Lessor may then lease such space directly to the proposed subtenant. Upon the termination of any such lease for such space, the Lessee shall have the right of first refusal to lease the space before the Lessor may enter into a lease agreement with a new tenant.

ARTICLE 15. - NO AGENCY

15.1 The parties acknowledge that Tenant is an independent contractor and that nothing contained herein shall be construed to make Tenant or its agent or employee's agents or servants of Lessor.

ARTICLE 16. - DEFAULT

16.1 Default; Notice; Remedies. If the Lessee shall vacate or abandon the Premises; shall default in the payment of rent; shall allow the Premises to be appropriated to or used for any other purpose or use than those set forth in Article 5.1 hereof; or shall allow any liquor gambling or any other immoral practices on the Premises; or if any damage or waste shall be made thereon; or if any term condition or covenant of this Agreement shall be violated by the Lessee; then and in any of said cases the Lessee shall be in default of this Agreement. If such default is not cured by the Lessee within ten (10) days after mailing of written notice of the conditions of default the Lessee does hereby authorize and fully empower the Lessor to cancel and annul this Agreement and to reenter and take possession of the Premises and by force if necessary and to remove all persons and their property there from and to use such force and assistance in effecting and perfecting such removal as the Lessor may deem advisable to recover at once full and exclusive possession of all the Premises, whether in possession of the Lessee or a third person or vacant. The Lessor's failure to give immediate notice of default or agreement to allow more than ten days to cure a default shall in no way constitute a waiver of any remedy available to the Lessor upon default by the Lessee.

ARTICLE 17. - EMINENT DOMAIN

17.1 If the Building or any portion thereof is taken by any public authority under the power of eminent domain, then the term of this Agreement shall cease as of the day possession shall be taken by such public authority and the Lessor shall make a pro rata refund of any rent that may have been paid in advance. All damages awarded for such

taking under the power of eminent domain shall belong to and be the property of the Lessor irrespective of the basis upon which they are awarded; except that the Lessee shall be entitled to any relocation allowance separately awarded to the Lessee.

ARTICLE 18. - SURRENDER

18.1 On the last day of the term of this Agreement or on the sooner termination thereof the Lessee shall peaceably surrender the Premises in good condition and repair consistent with the Lessee' duty to make repairs as provided in Article 10 hereof wear and tear and damage by fire and other casualty excepted. On or before the last day of the term of the Agreement or the sooner termination thereof the Lessee shall at its expense remove all of its equipment from the Premises and any property not removed shall be deemed abandoned. The Lessee shall have the right to remove any trade fixtures that the Lessee has installed provided however that the Lessee shall restore the Premises to substantially the same condition as said Premises were in before the removal of said trade fixtures. All alterations and additions other than the Lessee' equipment and trade fixtures which have been made or installed by either the Lessor or the Lessee upon the Premises shall remain as the Lessor's property and shall be surrendered with the Premises as part thereof, or at the option of the Lessor shall be removed and the premises restored to substantially the same condition as said Premises were in at the time the Lessee took occupancy of the Exclusive Space. If the Premises be not surrendered at the end of the term or sooner termination thereof, the Lessee shall indemnify the Lessor against loss or liability resulting from delay by the Lessee in so surrendering the Premises including without limitation claims made by any succeeding the Lessee founded on such delay. The Lessee shall promptly surrender all keys for the Premises to the Lessor at the place then fixed for payment of rent.

ARTICLE 19. - ATTORNEYS' FEES

19.1 If it is necessary for either party to retain the services of an attorney at law to enforce any of the terms, covenants or provisions of this Agreement or to collect any sums due there under, such party shall be entitled to recover from the other party the reasonable cost of such services and related expenses incurred in enforcing the Agreement.

ARTICLE 20 - TERMINATION OF AGREEMENT

20.1 This Agreement may be terminated by either party with 90 days written notice.

ARTICLE 21 - NOTICES

21.1 Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail to the addresses of the parties set forth below. Either party hereto may change the address to which notices may be sent by giving written notice of such change of address to the other party.

Premises are not usable for the normal conduct of business, in whole or in part, then the installments of base annual rent reserved under this Agreement, and other charges, if any, shall be suspended to the extent and during the period when the Premises are not usable for the normal conduct of the Lessee's business and until the Premises shall have been put in the condition in which they were immediately prior to such destruction or damage.

26.2 Except as hereinafter specifically provided, the Lessor shall immediately proceed with reasonable promptness and diligence after such destruction or damage to repair and restore the Premises to the condition in which they were immediately prior to such destruction or damage, notwithstanding that such destruction or damage is caused by the Lessee's negligence. Notwithstanding the foregoing, it is agreed that if the Building shall be destroyed or damaged by fire or other cause and such destruction or damage shall amount to 50% or more of the sound insurable value of said Building (exclusive of the foundations) this Agreement may be terminated at the election of either the Lessor or the Lessee, provided that notice in writing of such election shall be given by the party so electing to the other within 30 days after such destruction or damage as aforesaid. It is further agreed that if any part of the Premises are destroyed or damaged by fire or other cause and such destruction or damage cannot in accordance with reasonable estimates be repaired or restored within 90 days of the destruction or damage, this Agreement may be terminated at the election of the Lessee, provided that notice in writing of such election shall be given by the Lessee to the Lessor within 30 days after such destruction or damage as aforesaid. Upon termination as aforesaid by either party hereto, this Agreement and the term thereof shall cease, terminate and expire, and any unearned rent or other charges paid in advance beyond the date of the injury or destruction, shall be refunded to the Lessee. If such destruction or damage to the Premises is such that neither party shall have the right to terminate this Agreement under any of the provisions in this section contained, or in the event that neither party, having such right, shall elect to terminate this Agreement as aforesaid within the time provided, the Lessor shall immediately proceed with reasonable promptness and diligence to repair and restore the Premises as aforesaid.

ARTICLE 27. - HEADINGS

27.1 The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way limit or add to the terms or provisions hereof.

ARTICLE 28. - SITUS

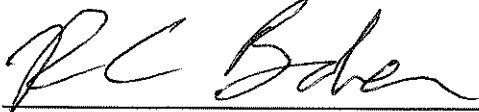
28.1 This Agreement was executed in Duluth, Minnesota, and shall be governed by the Laws of the State of Minnesota.

ARTICLE 29. - BINDING EFFECT

29.1 All of the covenants, conditions and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SOUTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT



R.C. Boehm, District Manager

INDEPENDENT SCHOOL DISTRICT NUMBER 709

David Kirby, Board Chair

Annie Harala, Board Clerk

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	Howard J & Barb Ignatius Fund	\$2,066.50	Technology
Denfeld	Art Johnston	\$80.00	Stand to hold a chair swing
Denfeld	Jim Arndt	In Kind	Denfeld Automotive Technology department (1998 Buick LeSabre)
Denfeld	Joan Lancour & Kenneth Wilcox	\$40.00	Track
Denfeld	Keith & Claudia Anderson	\$100.00	Spring play
Denfeld	Kiwanis Club of Spirit Valley Duluth	\$100.00	Key Club
Denfeld	Margot Klaber	In Kind	Denfeld Automotive Technology department (1992 Toyota Camry LE)
Denfeld	Minitmart 554	\$500.00	General Fund Tonya Sconiers
Denfeld	MN Health Occupations Students of America	\$500.00	HOSA membership conference fees
Denfeld	Pachel Foundation c/o North Shore Investments & Trust	\$3,500.00	Speech
Denfeld	Wells Fargo Foundation	\$1,000.00	General operating expenses
East	Duluth Teachers Credit Union	\$250.00	Sterling Strings
East	Duluth East High School Foundation	\$1,000.00	Activities
East	Duluth East High School Foundation	\$500.00	Drama department
East	Duluth East High School Foundation	\$1,500.00	FFA
East	Full Circle Sr. Living Diamond Willow	\$100.00	Sterling Strings
East	Lynn Wagner	\$250.00	Sterling Strings
Lakewood	Benton Stearns Education District	\$2,300.00	PBIS intervention & supports

Lakewood	MN Association for Health, Phy Ed, Recreation & Dance	\$500.00	Phy-ed equipment
Laura MacArthur	Cindy French	\$60.00	3rd grade field trip
Laura MacArthur	McDonalds	\$517.50	None
Lincoln Park	Essentia Health	\$500.00	Walking Club (purchase incentives for participation)
Lincoln Park	Mini Mart - Matt Glibota	\$500.00	Math/Science
Myers-Wilkins	Anonymous	\$50.00	MW students who owe lunch money
Myers-Wilkins	Box Tops for Education	\$244.90	None
Myers-Wilkins	David & Diana Hill	\$120.00	Bus passes for families
Myers-Wilkins	Debora Zauhar	\$100.00	None
Ordean-East	MN Association of Secondary School Principals	\$100.00	None
Ordean-East	Parents and attendees	\$1,404.51	Choir
Ordean-East	Peter A Good & Deanna L Notaro	\$50.00	Garden Club greenhouse
Stowe	Debbie Isabell-Nelson	\$400.00	For students with negative lunch balances
	Totals	\$18,333.41	

RESOLUTION
Adoption of the Fiscal Year 2018 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County,
State of Minnesota, that the fiscal year 2018 budget as presented to the School Board, be adopted.

RESOLUTION**Reassessment of Debt Load for Duluth Public Schools**

WHEREAS, the \$315 million Long Range Facilities Plan was financed by eight debt obligations; and,

WHEREAS, one of these debt obligations is a Bond and seven are Certificates of Participation (COP); and,

WHEREAS, COPS have higher interest rates than bonds; and,

WHEREAS, the remaining principal is about \$240 million; and,

WHEREAS, the debt obligations were set up to have low payments at the start and then increase in payment amount (and interest rates) until they are paid off; and,

WHEREAS, the effective annual interest rate on all the debt obligations is 4.0%; and,

WHEREAS, the current bond market interest rates are hovering around 2%; and,

WHEREAS, total annual payments are \$23 million and will increase to \$31 million in ten years; and,

WHEREAS, if the debt obligations were refunded (refinanced) at 2% for 20 years, the annual payments would be only \$15 million (versus the current \$23 million to \$31 million); and,

WHEREAS, during refunding, there will be defeasement and re-issuance costs, depending on the authority that they were issued under, that need further investigation; and,

WHEREAS, COP 2009A, issued under Minn. Stat. § 126C.40 (Capital Levies), can be paid out of tax levy or General Fund revenue, with \$13 million paid out of the General Fund from 2010 to 2013; and,

WHEREAS, COPS 2009B, 2010D, and 2012B were issued under Minn. Stat. § 465.71 (Installment, Lease Purchase; City, County, Town, School) and MUST be paid out of the General Fund, with \$24 million having been paid out of the General Fund through 2018; and,

WHEREAS, in 2018 \$3.3 million will be pulled from the General Fund; and,

WHEREAS, if an alternative to paying out of the General Fund isn't found for these COPS, \$80 million will have been extracted from the General Fund over the next 15 years; and,

WHEREAS, the District has been running about \$3 million in budget deficits (totaling \$24 million for the last 8 years), has nearly eliminated reserve funds, is having a difficult time meeting basic conditions requiring money, and must take out loans to do basic improvement work; and,

WHEREAS, it is necessary to eliminate the General Fund transfer to free up money to reduce class size, eliminate the achievement gap, and increase our attractiveness to parents by reinstating seven period days; and,

WHEREAS, refunding our debts can eliminate the General Fund transfer and if done promptly, can reduce the property tax levy.

NOW, THEREFORE, BE IT RESOLVED that the Duluth School Board form a committee with staff from Administration to investigate and determine alternatives to the current funding scheme to take advantage of low interest rates by refunding the COPs and bond as their authority allows. This committee will report back to the School Board by the August regular meeting.

BE IT FURTHER RESOLVED that the Duluth School Board request assistance from the State legislative delegation to explore legislative fixes and research subsidies to eliminate any further General Fund transfers.

BE IT FURTHER RESOLVED that the Duluth School Board requests legal advice and financial counsel to get second opinions on legal and financial ramifications to carry out the objectives of this resolution.

RESOLUTION

Support for Lowell Elementary School Forest Designation

WHEREAS, the School Board of Independent School District 709 recognizes that a School Forest would have a positive impact on students, teachers, parents, and the community where students would learn a variety of subjects and have a place that enhances an appreciation of natural resources and heightens community pride and involvement; and

WHEREAS, Lowell Elementary School students, parents, staff, and community members wish to begin the process of establishing the Lowell School Forest as depicted on Exhibit A attached hereto;

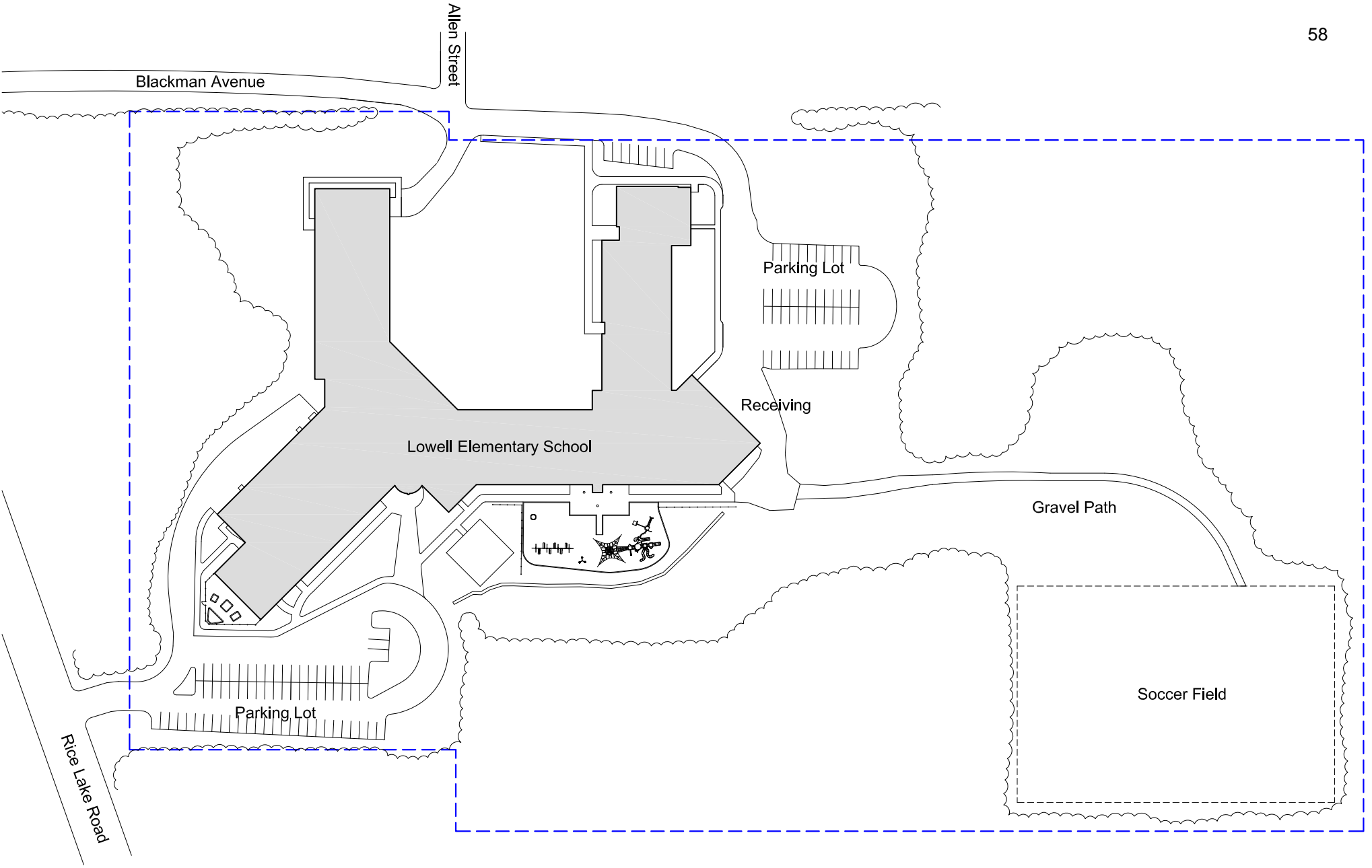
NOW, THEREFORE, BE IT RESOLVED the School Board of Independent School District 709 supports the establishment of the Lowell School Forest and outdoor classroom comprising of approximately the following:

- Block 6: Lots 1-10, Triggs and Kennedys Addition
- Block 7: Lots 2, 4, 6, 8, 10 Triggs and Kennedys Addition
- Block 9: Lots 9-16 Triggs and Kennedys Addition
- Block 10: Lots 7-16 Triggs and Kennedys Addition
- Block 11: Lots 2, 4, 6 Triggs and Kennedys Addition

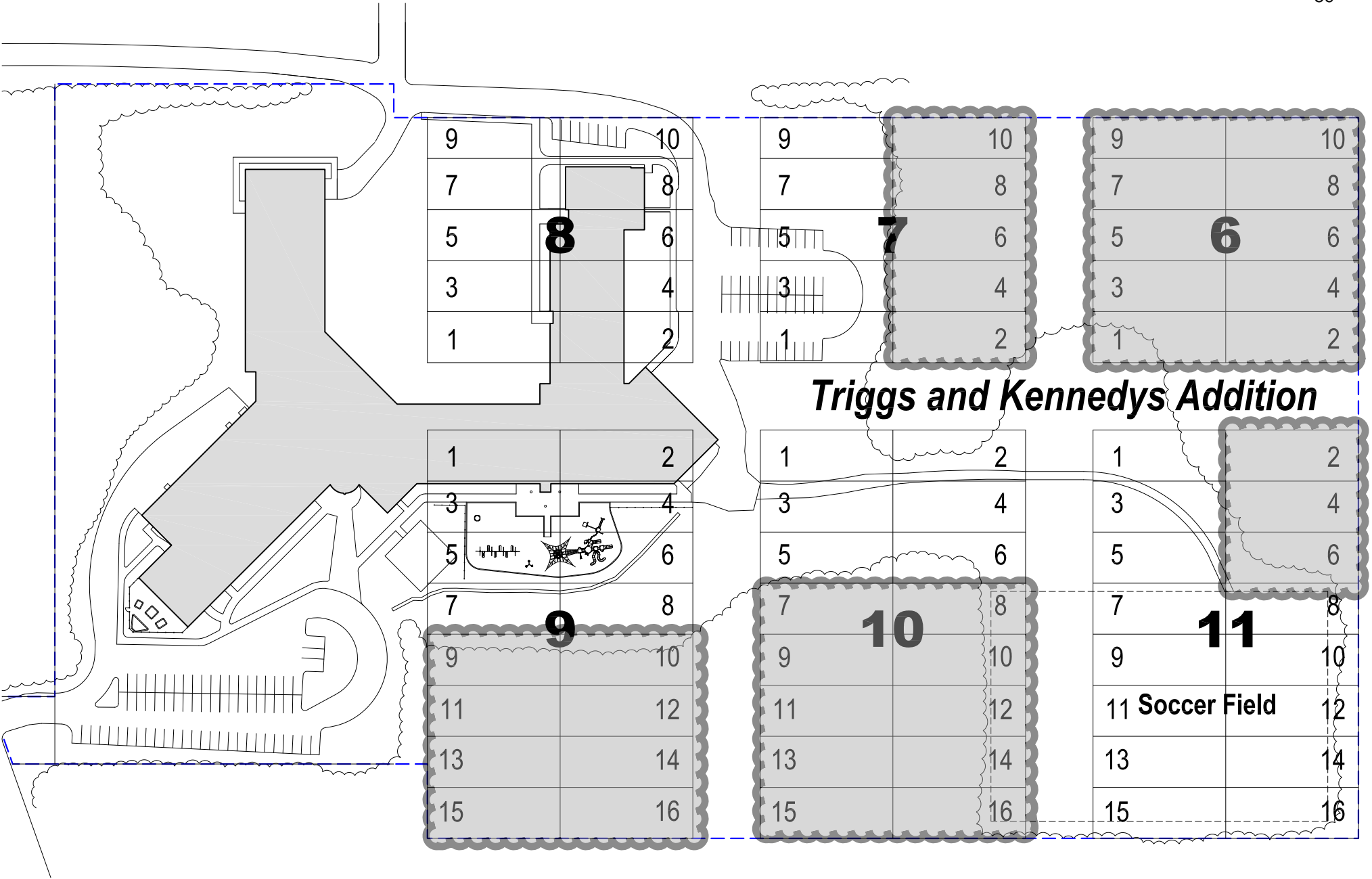
Not official area description; will have by Board meeting



BE IT FURTHER RESOLVED that Board of Independent School District 709 supports enrollment of said school forest in the Minnesota DNR School Forest Program for educational purposes.



Lowell Elementary School



**Expenditure Contracts Signed
May 2017**

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

Name	Amount	Source	Description
Lisa Clemens	\$5,000.00	American Indian Education	Ojibwe language resources/curriculum for students/staff specifically for Misaabekong.
Top 20 LLC	\$2,440.00	Assistant Superintendent	Seminar at HOCHS
The Culture Piece Inc	\$1,685.00	Climate	Professional district training
UMD	\$475.00	East High School	EHS Choir Concert
NAACP	\$2,000.00	Office of Education Equity	Presentations for students/staff at various district schools
Duluth Preschool Blended Classroom	\$1,470.00	Special Services	Preschool planning as required by IEP
Lester Park School Readiness	\$700.00	Special Services	Preschool planning as required by IEP
Little Treasures Childcare	\$462.00	Special Services	Preschool planning as required by IEP

AGREEMENT

THIS AGREEMENT, made and entered into this date April 21, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Clemens, 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 April 21, 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 Ojibwe language resources/curriculum for students/staff specifically for Misaabekong. His/Her rate will be \$50.00 (fifty dollars) /hour.

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 \$5,000.00 Five thousand dollars. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

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

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

10855 B Havenwood Ave Hayward, WI 54843

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.

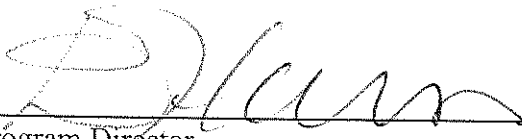
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

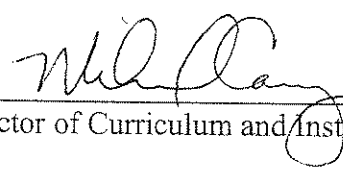
SSN/ Tax Identification Number

4/23/17
Date



Program Director

5/2/17
Date



Director of Curriculum and Instruction

5/4/17
Date



Director of Business Service / Superintendent of Schools

5/9/17
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of April, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Top 20, LLC, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for 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 28 Apr 17, and shall remain in effect until 16 May 17, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** ½ DAY SEMINAR - MAY 16, 2017 at HOCHS building in Duluth, MN with content agreed to by the District and Contractor
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 **\$2,440.00**. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code).

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.

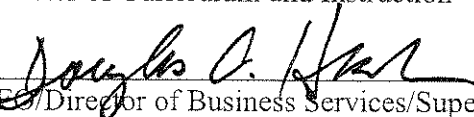
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

Tom Cody _____ 4/28/2017
Contractor Signature SSN/Tax ID Number Date

Program Director Date

Director of Curriculum and Instruction Date

 _____ 5/4/17
CEO/Director of Business Services/Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of April, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and The Culture Piece Inc., 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 April 18th, and shall remain in effect 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 hereby agrees to provide professional development training to 30-50 District employees on May 16th, 2017, from 7:30am to 10:30am to be completed by Chris Hagedorn.
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 \$1,685.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Ron Lake, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of The Culture Piece Inc., 4929 Colfax Avenue South Minneapolis, Minnesota, 55419.

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.



UNIVERSITY OF MINNESOTA FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (“Agreement”) is entered into effective as of May 8, 2017, by and between the Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, and ISD 709 (“Licensee”), a independent school district of Minnesota. This Agreement is entered into by University through its Regents.

1. Grant of License. University grants to Licensee a license to use Weber Music Hall (the “Facility”) solely for the following purpose(s):

East High School Choir Concert (the “Event”).

The estimated number of people expected to attend the Event is three hundred twenty two (322). Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee’s use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules and all federal, state and local laws, ordinances, rules and regulations.

2. Term. Licensee is permitted to use the Facility only during the following dates and times:

June 1st, 2017 from 5:00pm -10:00 pm

3. Fee. In addition to any other payment Licensee is required to make pursuant to this Agreement, Licensee shall pay University a fee as described on the attached Exhibit A (the “Fee”). The Fee is non-refundable, unless otherwise provided in this Agreement.

4. Utilities and Services. University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the Facility. Licensee shall reimburse University for all additional maintenance and services provided at Licensee’s request.

5. Concessions/Novelties; Food; Beverage.

5.1 Licensee shall not sell any concessions or novelties on or in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.

5.2 Food may be served on or in the Facility only with the permission of University, and, if required by University, a permit from University’s Department of Environmental Health and Safety.

5.3 Licensee shall not sell, distribute, dispense, advertise or promote any non-alcoholic beverage (or permit any other to do the same) without University's written consent, which consent University may condition, grant or withhold in its sole discretion.

5.4 Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University's sole discretion.

6. Alterations; Signs; Liens. Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or about the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

7. Personal Property. Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the Agreement.

8. Indemnification. Licensee agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with (i) Licensee's use of the Facility and other University property, except to the extent caused by the negligence or intentional misconduct of University; (ii) the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or (iii) Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

9. Insurance. At least thirty (30) days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than thirty (30) days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1. Check either (A) (B) or (C) below as applicable:

- (A) Licensee's policy of Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence; or qualified self-insurance subject to approval by University.
- (B) Proof that Licensee has purchased event liability insurance with a minimum limit of \$1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: <https://tulip.ajgrms.com> (a pass code will be provided if this option is selected).

- (C) State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers' Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name the Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

10. Assignment. Licensee shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

11. Surrender. Licensee shall surrender possession of the Facility to University at the conclusion of the Event in the same good condition as on the date of possession by Licensee. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with Licensee's use of the Facility, unless such damage is caused solely by University, its officers, employees, agents or representatives.

12. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University:	University of Minnesota c/o Real Estate Office Attn.: Senior Real Estate Specialist 424 Donhowe Building 319-15th Avenue SE Minneapolis, MN 55455-0199 Facsimile No.: (612) 624-6345 E-mail: reo@umn.edu
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With a copy of
default notices to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to Licensee: Duluth East High School
Attn: Jerry Upton
301 N 40th Ave. E.
Duluth, MN 55804
Facsimile No.: 218-310-4309
E-mail: Jerome.Upton@duluth.512.mn.us

13. License Only; Remedies. Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensee shall pay to University all of University's damages, costs and fees, including attorneys' fees, caused by Licensee's failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

14. Limitation of University Liability. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.

15. Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

16. Use of University Name or Logo. Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall be prominently placed in all material related to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

FORM: OGC-SC626
Form Date: 04.24.02
Revision Date: 10.01.12

“The University of Minnesota is not endorsing or sponsoring the activities conducted by ISD 709 on the University of Minnesota campus. The relationship between the University of Minnesota and ISD 709 is solely that of licensor and licensee.”

16.2 Licensee’s failure to comply with this section shall give University the right to immediately terminate this Agreement and Licensee’s access to the Facilities.

17. Copyright Representation and Release. Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright; b) has written permission of the copyright owner(s) for this use; c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, *Limitations on exclusive rights: Fair use*; or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee’s presentation materials.

18. Amendments. This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

19. Non-Waiver. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

20. Governing Law; Forum. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

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

22. Exhibits. The terms and conditions of any and all exhibits attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1 – 22 of this Agreement conflict with any of the terms and conditions of the attached Exhibit(s), the terms and conditions of the Exhibit(s) shall control. All capitalized terms in any Exhibit(s) that are not specifically defined in such Exhibit(s) shall have the meanings given them in this Agreement.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement as of the date set forth above.

Regents of the University of Minnesota

Duluth East High School

By: William E. Payne
Name: William Payne
Title: Dean, School of Fine Arts
Date: 5/11/2017

By: Jerry Upton
Name: Jerry Upton
Title: Choir Director
Date: 6/11/17

Douglas A. Hasler
Douglas A. Hasler
CFO
6/11/17

**EXHIBIT A to
STANDARD USE/LICENSE AGREEMENT
WEBER MUSIC HALL**

The University and the Licensee further agree as follows:

1. Licensee.

- 1.1 Title of event: East High School Choir Concert and Rehearsal
- 1.2 Sponsoring organization: East High School
- 1.3 Contact person: Jerry Upton
- 1.4 Mailing address: 301 N 40th Ave. E.
- 1.5 City/State: Duluth, MN 55804
- 1.6 Telephone: 218-310-4309
336-8845 Ext.2311
- 1.7 Email:

2. Term.

Date: 06-01-2017	Start Time: 5:00pm	Stop Time: 10:00pm	Purpose: RH & CN	Event Time: 7:00pm
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:

3. Fee.

University agrees to provide to Licensee the Facility, equipment and/or services described below at the Licensee's sole cost and expense. Licensee shall use such equipment and/or services at its own risk and shall reimburse University for the cost of repairs necessitated by Licensee's misuse or abuse.

Facility charge.

	Quantity (in days)	Cost	Total
Main hall	1/3	175.00	\$175.00
Warmup room	1/3 Singer	25.00	\$25.00
Green room			
Dressing room			

Technical charge.

	Quantity	Cost	Total
Sound system without operator			
Sound system with operator 0-6 inputs	X	25.00	\$25.00
Sound system with operator 7-24 inputs			
Two track recording			
24 track recording			
Performance lighting without operator	X	25.00	\$25.00
Performance lighting with operator			
Piano			
Staging			
Risers	As needed; set up by Licensee	NC	NC
Conductor's podium			
Speaker's podium			
Other: Studio to Provide Sound & Lighting Operations			

**EXHIBIT A to
STANDARD USE/LICENSE AGREEMENT
WEBER MUSIC HALL**

Other cost.

	Quantity (in hours)	Cost	Total
Weber Hall staff	3 Workers X 5 Hrs	\$15.00/hr	\$225.00
Technical staff		\$15.00/hr	\$
Custodial fee			\$

FACILITY CHARGES	\$200.00
TECHNICAL CHARGES	\$50.00
OTHER COSTS	\$225.00
TOTAL CHARGES	\$475.00

The Licensee shall pay the University a total fee of \$475.00.

The fee is due as follows:

Proof of insurance due on or before 5-15-2017.

A balance of \$375.00 due on or before 6-01-2017.

4. User obligations.

4.1 The licensee shall, in addition to its other obligations described in this Agreement, provide the following:

Box office personnel	<input checked="" type="checkbox"/>	
House management	<input checked="" type="checkbox"/>	
Ushers	<input checked="" type="checkbox"/>	At least 4 ushers must be provided for each event.
Setup and strike	<input checked="" type="checkbox"/>	
Other	<input checked="" type="checkbox"/>	

5. Additional Provisions.

5.1 The University shall, in addition to its other obligations described in this Agreement provide the following: no others.

East High School
Initials _____

Weber Music Hall
Initials DRS

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and NAACP-Duluth Branch, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 16th, 2017, and shall remain in effect until June 30th, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contractor will provide eight (8) presentations on the *History and Importance of the Juneteenth Holiday* to students and staff in classrooms or large group gatherings at various sites in the District - Myers-Wilkins, Piedmont, Lincoln Park MS, Denfeld HS, Ordean East MS, East HS, ALC. These presentations on the Juneteenth holiday will create opportunities for interracial communication, learning, and celebration of diversity between District staff, students and community members. This will also be a beginning point of information for integrating topics such as Juneteenth into curricular units by classroom teachers.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$250.00 (two-hundred fifty and 0/100 dollars) per presentation, not to exceed \$2,000.00 (two-thousand and 1/100 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 completion of service and receipt of a signed invoice.
- 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

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.

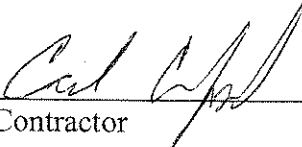
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

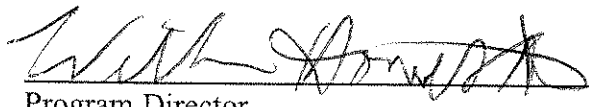
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

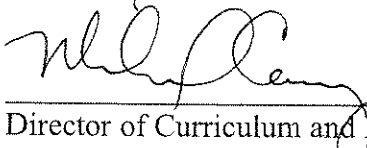
Workers’ Compensation Insurance: Contractor must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

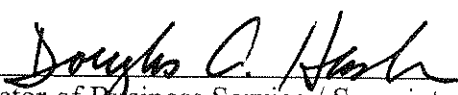
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

 _____ 5-19-2017
Contractor SSN/ Tax Identification Number Date

 _____ 5/16/17
Program Director Date

 _____ 5/18/17
Director of Curriculum and Instruction Date

 _____ 5/26/17
Director of Business Service / Superintendent of Schools Date



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **May 1, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Duluth Preschool Blended Classroom** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 6.5 hours (390 minutes) per day, 4 day per week, and up to 90 days.
 2. The AGENCY shall perform these services at: **720 N. Central Ave., Duluth, MN 55807.**
 3. The approximate date the service will begin is, **December 1, 2016** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **90 Days** (4 Days per Week) and a total cost up to **\$1,470.00.** (\$245.00 per month).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: **Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

ISD 709 Duluth Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Joseph C. Hark
C.F.O. Executive Director of Business Services

Date 5/9/17

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

By *Jeanne Cron* 5/3/17
Director



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **May 1, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Lester Park School Readiness** (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 hours (180 minutes) per day, 4 day per week, and up to 80 days.
 2. The AGENCY shall perform these services at: **5300 Glenwood St. Duluth, MN 55804.**
 3. The approximate date the service will begin is, **December 20, 2016** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **80 Days** (4 Days per Week) and a total cost up to **\$700.00.** (\$140.00 per month).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

ISD 709 Duluth Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas G. Hahn
C.F.O. Executive Director of Business Services

Date 5/4/17

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

By *Jan Crum 5/3/14*
Director



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **May 10, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Little Treasures Childcare** (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 hours (240 minutes) per day, 3 day per week, and up to 11 days.
2. The AGENCY shall perform these services at: **1533 West Arrowhead Road, Duluth, MN 55811.**
3. The approximate date the service will begin is, **May 8, 2017** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **11 Days** (3 Days per Week) and a total cost up to **\$462.00.** (\$42.00 per day).
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**

ISD 709 Duluth Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date 5/26/17

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

By *John Crain* 5/18/17
Director

**Revenue Contracts Signed
May 2017**

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

Name	Amount	Source	Description
Lake Superior College	\$1,500.00	LSC	Rental of LPMS athletic field for Fall 2017 soccer practice (NOTE: contract signed in April 2017 for \$3,000 but reduced to \$1,500.00 due to reduced game schedule). This new contract to reflect new dollar amount.

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2018	57000		\$1500		73141



Minnesota
STATE COLLEGES
& UNIVERSITIES

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

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

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

Location: Lincoln Park Middle School Athletic Field at, 3215 W. 3rd Street,
Duluth MN

Date and Time: September 1, 2017 – October 30, 2017 (Schedule attached)

Description

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

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$25.00/hour along with a \$50.00 gate attendant fee per date. Total amount for the soccer season not to exceed \$1,500.00 (one thousand five hundred and 00/100 dollars), which shall be payable in arrears within thirty (30) days of MnSCU's receipt of Licensor's invoice.
3. **TERM OF AGREEMENT: CANCELLATION.** This agreement shall be effective as of September 1, 2017 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 30, 2017. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**
All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

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

Licensor's authorized agent:

Name: Doug Hasler, CFO/Director of Business Services
 Address: 215 N 1st Ave E, Duluth, MN 55802-2069
 Telephone: 218-336-8704

1. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition, including the pickup of garbage from the field and around the bleachers. Licensor shall provide the following:
 - a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
 - b. parking
 - c. building security customarily provided by Licensor; MnSCU may provide additional security at its own expense;
 - d. janitorial services related to restroom;
 - e. gate attendant of ISD 709 or any necessary keys or access codes;
 - f. other: A restroom facility directly accessible from the field level.

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

5. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and dates as listed on Attachment A, and is responsible for securing the field and site after every game.
6. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
7. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
8. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]

with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its

9. sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

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

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.

11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.

12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.

13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.

14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.

15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

- Agreement
- **EXHIBIT A**, General Insurance Requirements

17. **SPECIAL PROVISIONS**, NONE

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


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

APPROVED:

1. LICENSOR: Independent School District #709

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

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

By (authorized signature)

Title CPO
Date 5/15/17

By (authorized signature)
Title
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

EXHIBIT A

See attached permit on following page.



Permit # 1705-0078

Facilities Agreement

Last Edited: 05/08/17 at 2:38PM

From: Denfeld High School AD
401 North 44th Avenue West
Duluth, MN 55807

Contact/Billing Person: Kirsten Bowman
Address: 2101 Trinity Road, Duluth, MN 55811
Day Phone: (218) 733-6923 Email: kirsten.bowman@lsc.edu

EVENT NAME: LSC Game
To: Lake Superior College

Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
Mon 08/21/2017	Lincoln Park Middle School - Field			
12:00 PM-3:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
12:00 PM-3:00 PM	Field Rental	3.00	\$ 25.00	\$ 75.00
12:00 PM-3:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Sun 09/03/2017	Lincoln Park Middle School - Field			
1:00 PM-4:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
1:00 PM-4:00 PM	Field Rental	3.00	\$ 25.00	\$ 75.00
1:00 PM-4:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Tue 09/05/2017	Lincoln Park Middle School - Field			
3:00 PM-6:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
3:00 PM-6:00 PM	Field Rental	3.00	\$ 25.00	\$ 75.00
3:00 PM-6:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Wed 09/13/2017	Lincoln Park Middle School - Field			
3:00 PM-6:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
3:00 PM-6:00 PM	Field Rental	3.00	\$ 25.00	\$ 75.00
3:00 PM-6:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Sun 09/17/2017	Lincoln Park Middle School - Field			
12:00 PM-5:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
12:00 PM-5:00 PM	Field Rental	5.00	\$ 25.00	\$ 125.00
12:00 PM-5:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Sat 10/07/2017	Lincoln Park Middle School - Field			
12:00 PM-5:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
12:00 PM-5:00 PM	Field Rental	5.00	\$ 25.00	\$ 125.00

12:00 PM-5:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Sat 10/14/2017 Lincoln Park Middle School - Field				
12:00 PM-5:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
12:00 PM-5:00 PM	Field Rental	5.00	\$ 25.00	\$ 125.00
12:00 PM-5:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00

Summary	Facilities Rental:	\$ 0.00	Estimated Total Charges:	\$ 1025.00
	Equipment:	\$ 0.00	Balance Due:	\$ 1025.00
	Extra Charges:	\$ 1025.00	Total Amount Paid:	\$ 0.00
			Remaining Balance Due:	\$ 1025.00

Other Conditions:

The undersigned is the representative of Lake Superior College, the organization, group or person requesting use of the Woodland Middle School facilities as noted in this contract. I have the authority to legally bind this organization and hereby obligate the organization to provide liability insurance coverage in the amount of at least \$1,000,000 and to indemnify the school district and hold it harmless from any liability arising from our use of the school district property. Our organization will be responsible for any and all damages to the school district property arising from our use. The organization has familiarized itself with the Facilities Use Policy of the District and agrees to comply with all conditions of that policy. The organization accepts that the school district may have to preempt our scheduled use of district facilities in which case we understand the district will give as much advance notice as possible and that any money we have paid for use of the facilities will be refunded.

 Signature
 Tom Pearson
 Denfeld High School AD

Attachments:

 Signature
 Kirsten Bowman
 Lake Superior College

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

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

2. General Liability Insurance

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

Additional Insurance Conditions

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

**LICENSE AGREEMENT
BETWEEN
CITY OF DULUTH
AND
INDEPENDENT SCHOOL DISTRICT NO. 709**

THIS AGREEMENT (this “Agreement”) is by and between Independent School District No. 709, a Minnesota public corporation (“ISD #709”), and the City of Duluth, a Minnesota municipal corporation (“City”).

WHEREAS, the Duluth Traverse is a bike-optimized, multi-use, natural surface trail designed to provide a nationally significant mountain biking experience, connect people to Duluth’s beautiful natural places, and exemplify best practices for environmentally sustainable trail design and management (the “Trail”).

WHEREAS, City and ISD #709 would like to expand the Trail to add a trail spur crossing real property owned by ISD #709, which property is legally described on the attached Exhibit A (the “ISD #709 Property”).

WHEREAS, the parties wish to create a revocable, non-exclusive license in favor of City to allow City and the general public to utilize a portion of the ISD #709 Property for use as a public multi-use recreational trail, which will constitute a portion of the Trail.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. LICENSE

A. Subject to the terms and conditions set forth in this Agreement, ISD #709 grants to City a revocable, non-exclusive license to access and utilize that portion of the ISD #709 Property shown on the attached Exhibit B (the “License Area”) for a ten-foot-wide multi-use recreational trail to be used by the general public.

B. City’s and the public’s use of the License Area shall be limited to public recreational trail purposes.

C. City shall have no obligation to construct or maintain any trails or other improvements within the License Area.

D. Either party may terminate this Agreement upon 60 days’ written notice to the other party.

E. City agrees that it will not include the trail spur located on the ISD #709 Property on any maps of the Trail produced or created by City, in order to limit disruption to school operations on the ISD #709 Property.

II. EFFECTIVE DATE

Notwithstanding the date of execution of this Agreement, this Agreement shall have an effective date as of July 1, 2017.

III. LAWS, RULES AND REGULATIONS

City agrees to conduct its activities related to this Agreement in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth.

IV. WAIVER

The waiver by City or ISD #709 of any breach of any term, covenant, or condition in this Agreement shall not be deemed a waiver of any subsequent breach of same or any term, covenant, or condition of this Agreement.

V. NO THIRD PARTY RIGHTS

This Agreement is to be construed and understood solely as an agreement between City and ISD #709 regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions of this Agreement, which, as between City and ISD #709, may be waived at any time by mutual agreement between the parties.

VI. NOTICES

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

City
City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, MN 55806

Independent School District No. 709
David Spooner
Manager of Facilities
215 N. 1st Avenue East
Duluth, MN 55802

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

VII. COMPLIANCE WITH AGREEMENT

The rights of City and the general public to occupy and use the License Area are subject to City's compliance with the undertakings, provisions, covenants, and conditions herein.

VIII. APPLICABLE LAW

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under the state courts located within St. Louis County, Minnesota.

IX. AMENDMENTS

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

X. SEVERABILITY

ISD #709 and City agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

XI. AUTHORITY TO EXECUTE AGREEMENT

The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when executed by said officers will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

XII. ENTIRE AGREEMENT

This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below.

**INDEPENDENT SCHOOL DISTRICT
NO. 709**

CITY OF DULUTH

By: _____

By: _____
Mayor

Its: _____
Authorized Representative

Attest:

Printed Name: _____

City Clerk

Date Attested: _____

Dated: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

EXHIBIT A

The North Half of East Half of West Half of Northwest Quarter ($N \frac{1}{2}$ of $E \frac{1}{2}$ of $W \frac{1}{2}$ of $NW \frac{1}{4}$),
Section Five (5), Township Forty-nine (49), Range Fourteen (14) West of the Fourth Principal
Meridian

AND

Northwest Quarter of Northeast Quarter of Northwest Quarter ($NW \frac{1}{4}$ of $NE \frac{1}{4}$ of $NW \frac{1}{4}$),
Section Five (5), Township Forty-nine (49), Range Fourteen (14) West of the Fourth Principal
Meridian, EXCEPT a tract Three Hundred Feet (300') by Three Hundred Feet (300') at South
Side and EXCEPT .07 Acres at East Side

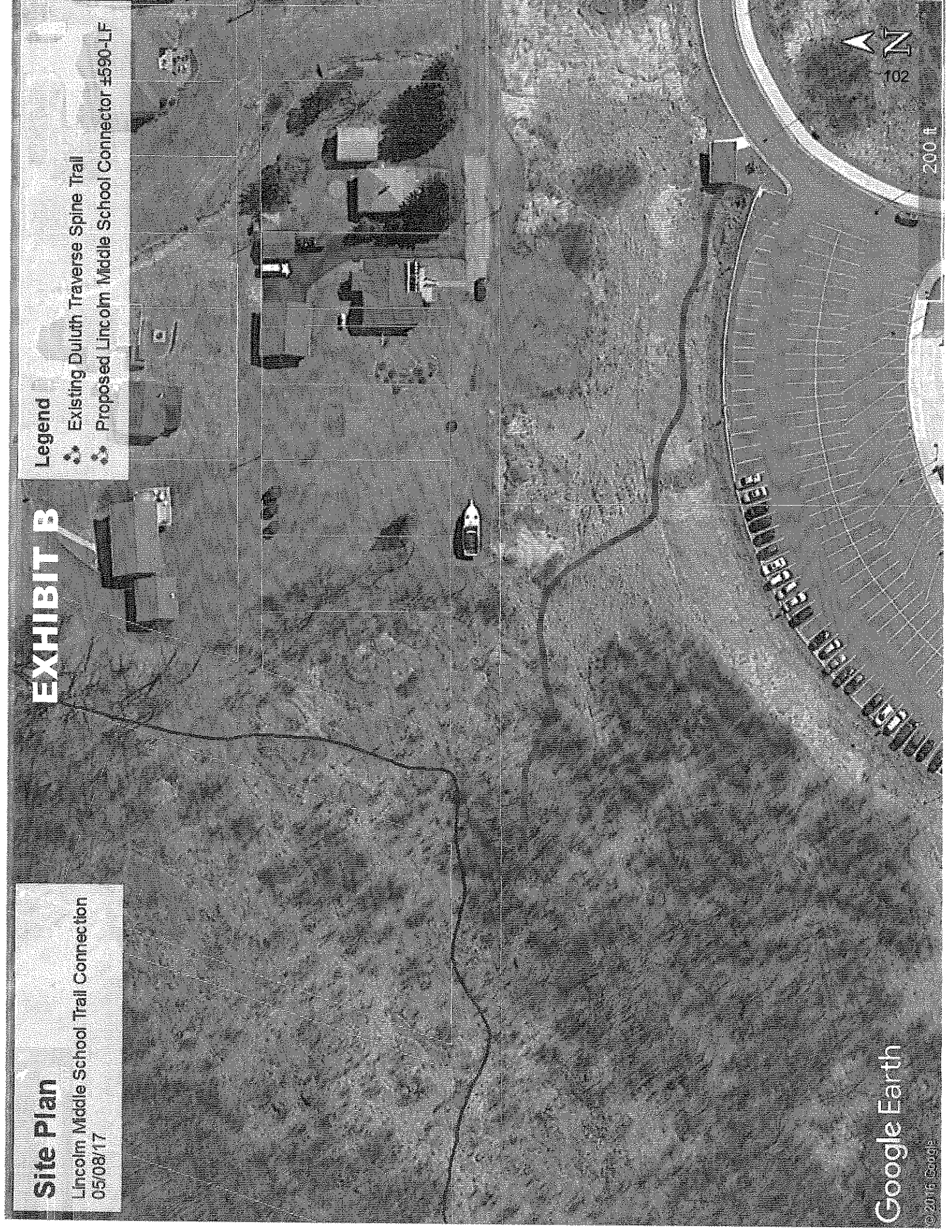
Site Plan

Lincoln Middle School Trail Connection
05/08/17

EXHIBIT B

Legend

- Existing Duluth Traverse Spine Trail
- Proposed Lincoln Middle School Connector #590-LF



**MEMORANDUM OF UNDERSTANDING BETWEEN
MINNESOTA NATIONAL GUARD
AND
INDEPENDENT SCHOOL DISTRICT 709**

1. **PURPOSE:** This Memorandum of Understanding (MOU)
 - A. Sets forth the parties' mutual understanding regarding the Minnesota National Guard's (MNNG) Chemical, Biological, Radiological, and Nuclear – Enhanced Response Force Package ("CERFP") conducting a training event at Central High School, 03-09 June 2017;
 - B. States the understanding of the parties regarding the scope of the training and use of facilities;
 - C. Addresses the joint training event with CERFP, 55th Civil Support Team of the MNNG, the Duluth Fire Department and several other local agencies.
2. **SCOPE OF APPROVED OPERATION:**
 - A. The MNNG will be conducting a joint training exercise 03-09 June 2017. The training will include the CERFP, 55th Civil Support Team, Duluth Fire Department, and other local agencies.
 - B. The training will take place Central High School in Duluth. Training will utilize the large asphalt parking lot on the southeast side of the building as well as the gymnasium and classrooms in the interior.
 - C. The training will allow the MNNG to work with local partners for a joint training event in a controlled civilian environment.
 - D. The training area shall be used solely for vehicles, personnel and equipment related to the CERFP training event.
 - E. The MNNG shall have the use of the premises for no cost.
3. **PLANNED DEPLOYMENT OF PERSONNEL AND EQUIPMENT:**
 - A. Personnel, vehicles and other equipment will be set up and begin training on the morning of 03 June. All personnel, vehicles and equipment will vacate the premises by the end of the day on 09 June.
 - B. The MNNG agrees to exercise reasonable care in the use and maintenance of the premises. The MNNG shall not make any alternations or improvements to the premises without prior written consent from ISD 709. The MNNG shall provide for litter clean up ad trash removal from the premises. The MNNG shall surrender the premises at the termination of this MOU in

the condition found prior to the commencement of this agreement at no expense to ISD 709, reasonable wear and tear expected. The MNNG shall be responsible for any damage done to the premises by the MNNG, its employees, agents, contractors or invitees.

C. ISD 709 reserves the right to the unlimited access to the premises for authorized personnel at any time while this agreement is in force for the purpose of inspection and ensuring that the provisions of this agreement are complied with by the MNNG.

4. **INSURANCE:** The MNNG is self-insured for workers' compensation, auto liability, and general liability which meets the State of Minnesota statutes section 466.04 requirements. ISD 709 shall not be liable or responsible for any accident or damage that may occur in the MNNG used of the premises.

5. **LAWS, RULES AND REGULATIONS:** During the term of this agreement, the MNNG agrees to operate all activities conducted on the premises in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, City of Duluth, and ISD 709. The MNNG shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.

6. **MODIFICATION:** Any modification of this MOU will be made in writing and signed by both parties.

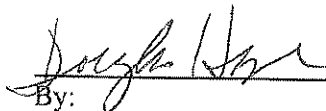
7. **NOTICES:** Notices shall be sufficient if sent by regular United States mail postage prepaid addressed to ATTN: David Spooner, ISD 709, 215 North First Ave East, Duluth, Minnesota, 55802; and addressed to ATTN: MAJ Ryan Cochran, MN CERFP, Armed Forces Reserve Community Center, 505 Spirit River Drive, Cambridge, MN 55088, or to such other persons or addresses as the parties may designate to each other in writing from time to time.

8. **EFFECTIVE DATE AND TERM:** This Memorandum of Understanding is effective when signed by both parties and will remain in effect until training is complete.

MINNESOTA NATIONAL GUARD

ISD 709

By:


By: _____

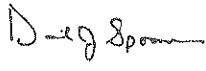
DATE

5/11/17

DATE

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: May 31, 2017

Re: SAS+ Associates Phase II – Removal of Rubber Mulch from Playgrounds –
RFP #306 – Change Order #1

RFP #306 – Phase II Removal of Rubber Mulch from Playgrounds was approved February 28, 2017, for a not to exceed fee of \$46,500.00.

However, after bids were opened and subsequent School Board conversation, direction was given to authorize a change order for our consultant to revise the project scope in a major manner, in efforts to rebid and with reduced project cost, as well as complete the work this summer (FY 18). This resulting additional work for our consultant is identified in change order #1, at an additional cost of \$9,500.00.

Change order #1 to the RFP results in an increase of \$9500.00, to the previously awarded base bid for a new not to exceed contract total of \$55,950.00.

Recommendation:

I am recommending that the Director of Business Services approve the change order as listed above pertaining to RFP #306 – Removal of Rubber Mulch from Playgrounds. This change order adds \$9500.00 to the previously awarded base bid for a new contract sum of \$55,950.00.

Attachments

AIA[®] Document G701[™] – 2001

Change Order

PROJECT: <i>(Name and address)</i> 1258- Rubber Mulch Replacement 215 N. 1st Ave East, Duluth MN	CHANGE ORDER NUMBER: 001 DATE: May 19, 2017 ARCHITECT'S PROJECT NUMBER: 16140	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> SAS+Associates 219 West 1st Street, Suite 350 Duluth, MN 55802	CONTRACT DATE: January 24, 2017 CONTRACT FOR: Landscape Arch. Services	

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Create a new set of Construction Drawings to incorporate Poured-In-Place surfacing around the footings of all existing equipment with Engineered Wood Fiber surfacing in the balance of the play containers. Provide a new set of bid documents and specifications for this change and assist in the bidding process as needed.

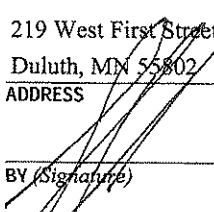
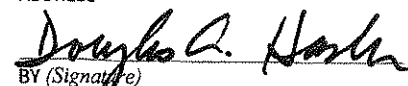
The original	(Contract Sum)	was		\$	46,450
The net change by previously authorized Change Orders				\$	0
The	(Contract Sum)	prior to this Change Order was		\$	46,450
The	(Contract Sum)	will be (increased) by this Change Order in the amount of		\$	9,500
The new	(Contract Sum)	, including this Change Order, will be		\$	55,950

The Contract Time will be (increased) by fourty seven (47) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is October 15,2017

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

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

ARCHITECT <i>(Firm name)</i>	SAS+Associates, Inc. CONTRACTOR <i>(Firm name)</i>	Independent School District #709 OWNER <i>(Firm name)</i>
ADDRESS	219 West First Street, Suite 350 Duluth, MN 55802 ADDRESS	215 North 1st Avenue East Duluth, MN 55802 ADDRESS
BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
<i>(Typed name)</i>	Luke Sydow <i>(Typed name)</i>	Douglas Hasler, CFO
DATE	5/19/17 DATE	6/5/17 DATE

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 346 work orders, and are currently working on 471 open work orders.
- Hallberg Engineering Inc. is close to finishing the Re-Commissioning process at OEMS.
- Facilities maintenance trade crews are currently scheduled at Denfeld.

Capital Construction:

- The Districts Ten-Year Capital Plan was approved at the May 30th 2017 Special School Board Meeting.
- Refinement of project scope at Rockridge is occurring in conjunction with ARI and Krause Anderson, the GC for the project.
- Utility Systems of America will soon begin work to finish the HOCHS parking lot.
- MWE window and tuck pointing project punch list walk through will occur once school is out.
- A walk through will be conducted at Lowell Barnes in regard to expansion as related to site specific programs.
- Bids will be publically opened for BID #1258-1 Playground Rubber Mulch Replacement on June 6th, and will be discussed at the June School Board meeting.
- The preconstruction meeting for Stowe's Playground and site restoration will occur June 7th.

Building Operations

- Operations staff is working hard during this busy time of the school year while getting ready for deep summer cleaning plans.
- A new maintenance custodian has been assigned to Lowell Elementary. As a result, Lakewood Elementary maintenance custodian has opened and been posted. Interviews are scheduled the first week in June.
- All new operations staffing moves will not be assigned until after the school year to ensure staff and students with strong and familiar support from operations.
- Central High School continues to provide great training opportunities for our local law enforcement departments.

Environmental/Health/Safety

- Fire Marshal inspection-Denfeld: Some discrepancies found were improper storage of items blocking sprinklers, improper cord use, blocked doors, and untagged fire extinguishers.
- Fire Marshal inspection-Piedmont: The inspection went well only finding a few cord use issues and improper use for a portable heater.
- Fire Marshal inspection-Laura MacArthur: Items to be fixed include blocked electrical panels, blocked sprinkler heads, exits impeded/blocked, storage near kiln, and improper cord use.
- Eye wash surveys were completed to determine the work needed to get them to drain into floor drains or to be able to test using a bucket. Some currently drain onto the floor.
- Auto shop inspection/walkthrough was completed to assist with recertification. A few items were cleaned up and spill containment and several safety signs were added.
- Shop equipment review for Brad Vieths was completed for all new inventory he is looking to purchase. This is to ensure it meets the safety regulations, building codes, and can be safely and easily installed.

Emergency Response

- Meetings were held with the fire chief to discuss the emergency response plan updates. The city is reconfiguring their plan and we may be able to piggyback onto some of their work this fall.
- E-kits inventory was completed and missing/outdated items will be ordered and replaced next month.

Workers' Compensation Activities

- OSHA Recordables- 5 (2 missed on last report) Laceration to thumb, leg strain from lifting, repetitive motion shoulders, concussion, lifting box-shoulder strain.
- Incidents Reported: 28 injuries reported.
- Continue to return employees to work as soon as possible. Employee with repetitive motion surgery returned to work next day after surgery.

June 7, 2017

Beyond Borders Project

There is interest in exploring the option of increasing accessibility for families considering open enrollment to ISD 709 by offering a transportation option. Home to school and school to home transportation is being explored for students from neighboring districts to include Proctor, Hermantown, Wrenshall and Lake Superior.

- In most cases there is additional cost to be considered in terms of miles, labor and wear and tear on equipment. In some cases additional buses would need to be added.
- Of the bordering districts the best potential for attracting students is from Hermantown, Proctor and Lake Superior, based on current experience.
- There is out of district interest in the Immersion program currently offered at Lowell elementary. Grant money may be available to assist in funding transportation outside ISD 709 boundaries.
- Daily and mileage cost for in and out of district – anticipated 2017.18 rates:
 - \$267.55 – 4 hour minimum
 - \$272.56 – 4 – 5 hours
 - \$2.05 – extra charge per mile out of district
- Annual daily bus cost based on 173 days – out of district mileage not included
 - \$46,286.15 – 4 hour minimum
 - \$47,152.88 – 4 – 5 hours
- ISD 709 cost per student for regular transportation – Per MDE SY2015 - \$386.09

OPPORTUNITIES BY DISTRICT

Proctor

- Stowe, MacArthur, Lincoln and Denfeld can be served by adding stops to existing routes.
- Possible collector pickups include downtown Proctor, Zenith Terrace and Boundary Ave and I-35.
- Daily out of district mileage costs vary from approximately \$16 - \$45 per bus.

Hermantown

- Piedmont, Lowell, Lincoln and Denfeld could be served by adding stops to existing routes.
- Possible collector pickups include Maple Grove and Ugstad, Maple Grove and Stebner, Maple Grove and Haines.
- Daily out of district mileage cost vary from \$32.80 to \$41.00 per bus depending on school.

OPPORTUNITIES BY DISTRIC, CONT.

Two Harbors/Lake Superior

- East HS, Ordean East Middle and Lakewood could be served with closer in collector stops – examples could include Knife River and McQuade Rd.
- Daily out of district mileage cost added would vary from \$0.00 to \$65.00 per bus.
- Transportation from Two Harbors would require a dedicated bus to Lester Park or Lakewood and a shared bus between East and Ordean – due to time and distance.
- Dedicated transportation would be much more expensive.

Wrenshall

- Stowe, Lincoln and Denfeld could be served by adding stops to existing routes.
- Possible collector pickups include downtown Wrenshall and along highways 18 and 23.
- Daily out of district mileage costs would be higher at \$82.00 per day.
- There is concern that PM take-home on Stowe runs and AM pickup on Lincoln and Denfeld would require dedicated transportation as time between 1st and second tier is limited.

IMMERSION PROGRAM OUT OF DISTRICT

There is interest in the Ojibwe Immersion program at Lowell by families in the Cloquet area. During school year 2016/17 three Cloquet students have been enrolled in the program, sharing car pool transportation to travel to and from. Other Cloquet area families have shown interest in enrollment for 2017-18. There is possible opportunity for more to follow with possible transportation option.

- Dedicated transportation originating in the Cloquet area with stops along the way to Lowell could be accomplished at a significant cost due to miles and time. Approximate daily bus cost estimated at \$450.00.
- Immersion funding could be available to supplement, for 2017-18 year.
- An express run with collector stops in Cloquet, Scanlon, Esko and Proctor could be established.