

## Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, August 22, 2017

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

#### 1. **Financial Report**

A. Financial Report - June financials will be presented at a later date

B. Approval of Payment of Claims - Attached as an "extra"

C. Budget Revisions 4

D. Wire Transfers 6

E. Investment Transactions 8

F. APU Projections - None (resumes in October)

G. Fundraisers - None

#### 2. **Bids, R.F.P.s and Quotes Reports**

A. Bids - None

B. RFPs - None

C. Quotes - None

#### 3. **Policies and Regulations**

A. New Policy 534 - Unpaid Meal Charges 9

Attached is MSBA model policy 534 - Unpaid Meal Charges for the second reading. There is no corresponding District policy.

Recommendation: It is recommended that the Duluth School Board approve Policy 534 for the second reading.

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

A. Contracts

1) City of Duluth - Sand and Salt Materials Supply Agreement 12

Since 2011, Duluth Public Schools (DPS) has had an informal agreement with the City of Duluth to store sand and salt mixtures that DPS uses for roadway and lot sanding. This informal agreement has been effective and cost efficient. This agreement formalizes the process for both parties. Overall, total annual cost depends on winter conditions; last year total material cost was \$32,891.90.

Recommendation: It is recommended that the Duluth School Board approve this agreement with the City of Duluth for sand and salt materials.

2) Duluth Community School Collaborative (DCSC) and Duluth Public Schools for the Denfeld Collaborative Position 17

Attached is an agreement with DCSC in the amount of \$50,000.00.

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

3) Krista Harju - Mental Health Consultant (MHC) Agreement 20

The MHC will provide consultations to staff and parents, observations and written reports of individual and groups of children to the classroom staff and Disabilities/MHC in order to promote the social and emotional well being of children in Head Start. This position fulfills the requirements of the Office of Head Start for Mental Health Consultation and will not exceed \$65,000.00 for dates of service between August 14, 2017 - June 15, 2018.

Recommendation: It is recommended that the Duluth School Board approve the contract with Krista Harju to provide Mental Health Consultant services for Head Start.

B. Change Orders

1) PLACEHOLDER - Other Change Orders

C. Leases

1) Great Lakes Office Solutions for five (5) year copier lease for Ordean East MS 24

Administration is recommending that the attached proposal from Great Lakes Office Solutions for a sixty (60) month lease for three (3) new Konica Minolta copiers at Ordean East. This lease will cost approximately \$22,138.20 (including toner, on-site maintenance, parts, training, etc.) with a one (1) dollar buyout at the end of the lease.

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

2) PLACEHOLDER - The Hills (formerly Woodland Hills) Lease

5. Resolutions

A. B-8-17-3473 - Acceptance of Donations to Duluth Public Schools 30

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-17-3473.

B. B-8-17-3474 - Authorized Bank Account Signer 31

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-17-3474.

C. B-8-17-3475 - Resolution Entering Into a Joint Powers Agreement Between ISD 709 and the State of MN/Perpich Center for Arts Education 32

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-17-3475.

D. B-8-17-3476 - Election of School Board Members and Calling a Primary Election 39

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-17-3476.

E. B-8-17-3477 - Approval of Election Judges and Polling Sites 41

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-17-3477.

F. PLACEHOLDER - Sale of Property

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

A. Expenditure Contracts 44

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

B. Revenue Contracts - None

C. No Cost Contracts 84

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

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report 91

**7. Future Items**

A. Duluth Energy Systems Steam Contract (September)

B. Energy Management Program (September)

C. Transition to Paperless Process using BoardBook

D. Levy Certification

E. Policy Updates





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 06/30/2017**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
06/02/2017	V106466	CITISTREET FOR MSRS	25,134.67
06/02/2017	V79764	DULUTH FEDERATION OF TEA	34,919.89
06/02/2017	V107231	DULUTH TEACHERS CREDIT	7,679.00
06/02/2017	V106637	EBC - FLEX EFT	11,281.92
06/02/2017	V106636	EBC - TSA EFT	73,520.31
06/02/2017	V79771	EDUCATION MN CLERICAL EFT	1,364.98
06/02/2017	V102915	FEDERAL 941 PR TAXES	634,001.22
06/02/2017	V108066	MG TRUST	93,110.99
06/02/2017	V05173	MN CHILD SUPPORT EFT	1,537.21
06/02/2017	V108320	MN DEPT OF REVENUE EFT	315.62
06/02/2017	V102916	MN STATE PR TAXES	102,640.95
06/02/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	103,463.56
06/02/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	271,061.30
06/02/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,652,137.35
06/16/2017	V106466	CITISTREET FOR MSRS	1,148,827.32
06/16/2017	V79764	DULUTH FEDERATION OF TEA	28.61
06/16/2017	V107231	DULUTH TEACHERS CREDIT	8,099.00
06/16/2017	V106637	EBC - FLEX EFT	11,593.02
06/16/2017	V106636	EBC - TSA EFT	75,733.60
06/16/2017	V79771	EDUCATION MN CLERICAL EFT	1,364.98
06/16/2017	V102915	FEDERAL 941 PR TAXES	655,233.69
06/16/2017	V108066	MG TRUST	94,610.87
06/16/2017	V05173	MN CHILD SUPPORT EFT	1,537.21
06/16/2017	V108320	MN DEPT OF REVENUE EFT	315.62
06/16/2017	V102916	MN STATE PR TAXES	107,014.47
06/16/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	104,657.02
06/16/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	275,691.72
06/16/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,726,203.81
06/26/2017	V06645	MEDICA HEALTH PLAN (EFT)	180,754.00
06/26/2017	V80030	DELTA DENTAL PLAN OF MN(EFT)	62,380.52
06/26/2017	V104923	HARRIS BANK	36,543.98
06/30/2017	V106466	CITISTREET FOR MSRS	198,654.94
06/30/2017	V106636	EBC - TSA EFT	7,272.69
06/30/2017	V102915	FEDERAL 941 PR TAXES	643,340.15
06/30/2017	V108066	MG TRUST	361.13
06/30/2017	V05173	MN CHILD SUPPORT EFT	1,537.21
06/30/2017	V108320	MN DEPT OF REVENUE EFT	314.94
06/30/2017	V102916	MN STATE PR TAXES	108,243.19
06/30/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	73,340.78
06/30/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	277,045.02
06/30/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,667,254.93
06/30/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	5,119.73
06/30/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	50.89

**ISD #709 - Duluth Public Schools  
ACH & Wire Transfer Summary  
Period Ending 06/30/2017**

CHECK DATE

VENDOR ID

DESCRIPTION

MSDLFA

10,485,294.01

**ISD 709 - Duluth Public Schools**  
**GF Investment Activity for FY 2017**  
**As of June 30, 2017**

**Beginning Investment Balance (May 31, 2017) \$ 1,320,304.58**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
6/29/2017	State Bank of India NY,NY	MBS	9/29/2017	1.05%	245,000.00
6/28/2017	Homestreet Bk Seattle WA	MBS	10/30/2017	1.00%	245,000.00
6/22/2017	Bank of China New York	MBS	12/22/2017	1.20%	245,000.00
6/23/2017	East-West Bk Pasadena CA	MBS	12/26/2017	1.15%	245,000.00
6/30/2017	Bank India New York NY	MBS	12/27/2017	1.20%	245,000.00
6/30/2017	Bank Baroda New York	MBS	12/29/2017	1.15%	245,000.00
6/1/2017	MN Trust Term Series	MNT	6/30/2017	0.95%	5,000,000.00
6/30/2017	MN Trust Term Series	MNT	7/27/2017	1.00%	5,000,000.00
6/30/2017	MN Trust Term Series	MNT	8/1/2017	1.02%	3,000,000.00

**Total Purchases \$ 14,470,000.00**

**Deduct Maturities/Calls/Sales:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
5/1/2017	MN Trust Term Series	MNT	6/1/2017	0.95%	\$ 1,000,000.00
6/1/2017	MN Trust Term Series	MNT	6/30/2017	0.95%	\$ 5,000,000.00

**Total Maturities \$ 6,000,000.00**

**Other items:**

Add:	Money Market Funds Interest (June)	\$	45.47
	Beginning Value Adjustment		
	Other Interest/Cash Balance on Account (Reverse)		

Deduct:	Transaction Fees/Other		
	Market Value Adjustment-Adjust for Cost Basis		

**Total Other \$ 45.47**

**Ending Investment Balance (June 30, 2017) \$ 9,790,350.05**

**Note:** Ending Investment Balance as of June 30, 2016 was \$16,077,714.60

## 534 UNPAID MEAL CHARGES

### I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

### II. PAYMENT OF MEALS

A. ~~[OPTION 1: All meal purchases are to be prepaid before meal service begins. Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.).] A student who does not have sufficient funds will not be allowed to charge meals or a la carte items until additional money is deposited in the student's account.]~~

~~[OPTION 2: Students have use of a meal account. When the balance reaches zero, a student may charge no more than \$[insert amount] or [insert number of meals] to this account. When an account reaches this limit, a student shall not be allowed to charge further meals or a la carte items until the negative account balance is paid. [Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.).]]~~

~~[OPTION 3: Insert a school district-specific process for payment of meals~~

~~Payment for lunch is expected at the time the meal is served. Parents have three options to put money in their child's lunch account:~~

- ~~1. Online payment~~
- ~~2. Check~~
- ~~3. Cash~~

~~When a student lunch balance reaches zero or becomes negative: All students, elementary, middle and high school will be allowed to charge lunch meals regardless of a zero or negative balance but not allowed to make a la carte purchases~~

B. If the school district receives school lunch aid under Minn. Stat. § 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.

C. ~~A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.~~ **In the instance of a student who has an outstanding meal charge debt, the student will be allowed to pay for a full price meal without applying the student's money toward the meal debt balance.**

~~D. The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the~~

~~student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal (*insert amount*) will be charged to the student's account or otherwise charged to the student.~~

- E. When a student has a negative account balance, the student will not be allowed to charge ~~a snack-a la carte~~ items.
- F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless verbal or written permission is received from the parent or guardian.

### III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families ~~when~~ when meal account balances ~~are low, are low, or fall below zero.~~
- ~~B. Families will be notified of an outstanding negative balance once the negative balance reaches *insert amount* or *insert number of meals*. Families will be notified by *insert the method used to notify families (e.g., automated calling system, email, letters sent home)*.~~
- ~~C.~~ Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

### IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Consistent with the treatment of other debts owed to the district, negative ~~Negative~~ balances of ~~more than~~ *insert amount \$50.00* or more, incurred by families and not paid prior to end of the school year, *enter time period (e.g., end of the month, end of the semester, end of the school year)*, will be subject to handling by a collection agency. ~~turned over to the superintendent or superintendent's designee for collection.~~ Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law. Student lunch debt of \$49.99 or less is transferred with the student to the next school year by the Child Nutrition Department. Positive lunch balances/monies in the student's account advance with the student as well. Parents' may request a refund of a positive lunch balance/monies.
- ~~D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.~~

## V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
1. all households at or before the start of each school year;
  2. students and families who transfer into the school district, at the time of enrollment; and
  3. all school district personnel who are responsible for enforcing this policy.
- B. The school district may post the policy on the school district's website, in addition to providing the required written notification described above.

**Legal References:** Minn. Stat. § 124D.111, Subd. 4  
 42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
 7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
 7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
 USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
 USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
 USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

New Policy 534      First Reading July 18, 2017  
                               Second Reading August 22, 2017

# Memorandum

**To:** Doug Hasler  
School Board Members

**From:** Dave Spooner *Dave Spooner*  
Manager of Facilities

**Date:** August 3, 2017

**Re:** City of Duluth - Sand and Salt Materials Supply Agreement

Please find attached two copies of an agreement with the City of Duluth, to formalize our “informal” winter sand / salt materials agreement.

Due to difficulties the District had in storing appropriate quantities of sand and salt mixture for roadway and lot sanding, we entered into discussions with the City of Duluth to partner with the City and utilize their State Contract acquired sand and salt mix. These discussions and verbal agreement were finalized and we began this process in 2011. We did find this method to procure sand and salt to be effective and cost efficient compared to what we were paying for our small quantities that we used, along with the storage problems and building damage.

Overall, total annual cost depends on winter conditions, but for example last year we incurred a total material cost of \$31,891.90.

## Recommendation:

I am recommending that the Duluth School Board enter into agreement with the City of Duluth, for Sand and Salt Materials to be provided to the District as needed at the defined cost as per attached agreement. This agreement can be cancelled by either party with proper notice as defined.

Attachments

**SALT/SAND MATERIALS  
SUPPLY AGREEMENT  
ISD 709**

THIS AGREEMENT, effective as of the date of attestation thereto by the City Clerk, by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, hereinafter referred to as "City" and INDEPENDENT SCHOOL DISTRICT No. 709, an independent school district under the laws of the State of Minnesota, hereinafter referred to as "709".

WHEREAS, as part of its street maintenance processes, City purchases sand and salt materials suitable for treating ice and snow on its streets, causes those materials to be delivered to various storage sites in the City, which sites are known to 709, causes said materials to be mixed to a mixture determined by City to be appropriate for said purpose (said mixed sand and salt being hereinafter referred to as the "Materials") and stores the Materials at such sites in quantities it deemed appropriate for its needs; and

WHEREAS, 709 has need for lesser quantities of Materials from time to time which it has purchase from City in the past and which it wishes to continue to purchase from City, subject to the terms and conditions of this Agreement; and

WHEREAS, City is willing to continue to supply Materials to 709 and to load Materials onto trucks provided by 709, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I

Sale of Materials

City hereby agrees that upon request of 709's staff, City will provide to 709 and will load onto trucks provided by 709 such quantity of Materials as is requested by 709 staff. The agreement to provide any quantity of Materials to 709 is subject to a determination by the Director of the City's Street Maintenance Division, in his or her sole discretion, that any such delivery will not result in the City not having enough Materials to meet its needs. In the event that said Director determines that any such delivery will result in the City not having enough Materials for its needs, whether at that time or in the foreseeable future, City shall have the right to refuse delivery of such Materials to 709.

ARTICLE II

Delivery

Materials delivered to 709 shall exclusively be loaded by City personnel onto trucks provided by 709 at a City storage site for Materials. 709 personnel shall not load or attempt to load Materials onto any means of conveyance. City will endeavor to have staff available to so load Materials between 8:00 A.M. and 4:30 P.M. Monday through Friday (except holidays) but the availability of such personnel to perform such service is not guaranteed.

### ARTICLE III

#### Payment

709 hereby agrees to pay for the Materials delivered to it as follows:

1. City personnel loading Materials onto 709's trucks shall use a loader with a bucket capacity of approximately three (3) cubic yards.
2. City personnel loading Materials shall keep track of the number of bucket loads of Materials are placed on 709's trucks.
3. The parties agree that each cubic yard of Materials shall be deemed to weigh 1.45 tons.
4. City will charge 709 for Materials delivered to 709 based on the number of buckets placed on 709's trucks at a rate equal to 158% of the City's most recent costs of purchasing salt and sand from its supply sources for Materials. Upon the written request of 709, City will provide documentation supporting City's determination of its costs for purchase of salt and sand.
5. Within Ten (10) days of the end of any calendar month, City will send to 709 at the address hereinafter set forth an invoice stating the quantity of Materials delivered to 709 in said prior month and a statement of the amount owed by 709 to City for the cost of the Materials so delivered.
6. Within Fifteen (15) days of the transmission of said invoice to 709, 709 shall pay the amount owed to City.

### ARTICLE IV

#### No Liability

Nothing herein shall be interpreted to create any obligation on the part of City to deliver Materials to 709 beyond that specifically herein set forth. Nor shall the failure, for any reason, of City to provide or deliver Materials to 709 create any liability on the part of City to 709 or to any third party whatsoever.

### ARTICLE V

#### Force Majeure

Under the terms of this Agreement, neither the City nor 709 shall be considered in default or in breach of any of the terms with respect to the performance to their respective obligations under this Agreement in the event of enforced delay in the performance of its obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of a public enemy, acts of the federal government, acts of another party, fire, floods, epidemics, strikes or embargoes, or for delays of subcontractors due to such causes. In the event of any such delay, any time for completion or delivery under this Agreement shall be extended for the period of any such delay upon written notice from the party seeking the extension to the other party.

### ARTICLE VI

#### Term

This agreement may be terminated by either party on Thirty (30) days prior written notice to the other party with or without cause. In the event of such termination, except for the provisions of

Article IV above, this Agreement shall terminate in its entirety and shall be of no further force and effect.

Article VII

Notices

Any notice, demand or other communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid or deposited with a nationally recognized overnight courier service for next business day delivery to:

In the case of City:

City of Duluth  
Office of the City Clerk  
Room 326, City Hall  
Duluth, MN 55802

In the case of 709:

Duluth Public Schools  
Attn: Business Services  
215 N. 1st Ave. E.  
Duluth, MN 55802

ARTICLE VIII

Applicable Law

This Agreement together with all of its Articles, 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

CITY OF DULUTH, a Minnesota Municipal Corporation

INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota independent school district

By: \_\_\_\_\_  
Emily Larson  
Its Mayor

By: \_\_\_\_\_  
David Kirby its Board Chair  
“Grantor”

Attest:

By: \_\_\_\_\_  
Its City Clerk

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

Approved:

Countersigned:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Auditor

Drafted by:  
Robert E. Asleson  
Assistant City Attorney  
Room 410 City Hall  
Duluth, MN 55802  
(218) 730-5490

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_ 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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:

Whereas, the District has decided to have the Contractor act as a fiscal agent, hire and supervise a Site-Coordinator at Denfeld High School.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and condition of this agreement.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of August 15<sup>th</sup>, 2017 and shall remain in effect until June 30<sup>th</sup>, 2018 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.** Performance under this agreement is defined in the Memorandum of Understanding.

**3. Background Check.** Provided the Contractor and or the Contractor staff will be working independently with students, the Contractor is subject to compliance with the District’s policy on said background checks. 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 \$ 50,000. 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.**

**Payment:** In consideration of the performance of Partners of their obligations pursuant to this Agreement, District agrees to reimburse the Contractor for services and expenses in performing said obligations as detailed in the Memorandum of Understanding. Payment will occur monthly.

**Requests for Reimbursement:** The Contractor shall request reimbursement using the Contractor’s official invoice. This invoice must be submitted within 30 days of the end of the period being billed for.

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

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all

programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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**8. Relationship.** 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 compensation and any other taxes or business license fees as required.

**9. Notices.** All notices to be given by Contractor to District, shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Duluth Community School Collaborative, 1027 N 8<sup>th</sup> Ave E, Duluth, MN 55805 Attn: Jennifer Eddy, Executive Director.

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

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

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

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

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

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

**16. Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and District 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:

**Worker's 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.

General Liability	
•General Aggregate	\$1,000,000
•Products & Completed Oper Aggregate	\$1,000,000
•Personal and Advertising Injury	\$1,000,000
•Each Occurrence	\$1,000,000

Umbrella	
•Each Occurrence	\$1,000,000
•Annual Aggregate	\$1,000,000
•Retention	\$10,000

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

<u>Duluth Community School Collaborative</u>	<u>41-2002724</u>	
Contractor	SSN/ Tax Identification Number	Date

_____	_____
Executive Director	Date

_____	_____
Superintendent of Schools-ISD 709	Date

_____	_____
Director of Business Service-ISD 709	Date

_____	_____
School Board Chair	Date

## AGREEMENT

OK  
JH 20  
7/28/17

**THIS AGREEMENT**, made and entered into this 14th day of August 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Krista Harju an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 14th, 2017, and shall remain in effect until June 15, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (see attachment)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at the rate of \$62.00 per hour and not to exceed 38 weeks up to maximum of 38 weeks at a sum not to exceed \$65,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis. This invoice must be submitted within 10 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_  
Chair

Krista Harju, MSW, LGSW,  
Name M.Ed

\_\_\_\_\_  
Clerk

Mental Health Consultant  
Title

  
Program Director

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
Director of Budget and Finance

### Contract Purpose

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

### Contract Requirements

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709  
Duluth Public Schools  
Historic Old Central High School - 215 N. 1st Avenue E.  
Tel. (218) 336-8738 Duluth, Minnesota 55802-2069 Fax (218) 336-8777

MEMORANDUM

To: Doug Hasler, CFO/Executive Director of Business Services

From: Tony Kelekovich, <sup>TK</sup> Supervisor of Purchasing

Subject: Quote-4266 Ordean East Copier Lease

Date: July 24, 2017

Quotes for a sixty (60) month lease of three (3) new Konica Minolta copiers at Ordean East were sent to two (2) vendors:

<u>VENDOR</u>	<u>TOTAL</u>	<u>CONTRACT</u>
GREAT LAKES OFFICE SOLUTIONS	\$ 22,138.20	AEPA
MARCO	\$ 39,840.00	NJPA

The lease includes all lease costs, toner, on-site maintenance, parts, initial set-up, training, and up to a total of 55,000 prints per month for all three (3) copiers. Pricing includes the use of a joint powers agreement contract. The lease includes a one (1) dollar buyout at the end of the lease.

The low quote meeting specifications for a sixty (60) month lease as submitted by Great Lakes Office Solutions in the amount of **\$22,138.20** is recommended.

**Fund:** 1-050-335-000-000-1370.00

**Program:** School Admin/Ordean East

**Fund Custodian:** Gina Kleive, Ordean East Principal

VENDOR LIST/TABULATION

QUOTE-4266 ORDEAN EAST COPIER LEASE

GREAT LAKES OFFICE SOLUTIONS SUPERIOR WI	\$ 22,138.20
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MARCO DULUTH MN	\$ 39,840.00
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LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2026

LESSEE LEGAL NAME: Independent School District 709
Tax ID#: 416003776
Telephone No: 2183368700

Billing Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Equipment Location (if other than Billing Address): 2900 E 4th St, Ordean East Middle School, DULUTH, MN 55812

EQUIPMENT DESCRIPTION table with columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number

BASE TERM IN MONTHS: 60
TOTAL NUMBER OF LEASE PAYMENTS: 60 @ \$368.98 (plus taxes)
END OF LEASE PURCHASE OPTION: [X] \$1.00, plus taxes
(a) Advance Payment: \$0.00
(b) Security Deposit: \$0.00
(c) Documentation Fee: \$95.00
Total due a + b + c =: \$95.00

\*\*If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:
1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period").
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE: Independent School District 709
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_
X \_\_\_\_\_ Lessee Authorized Signature
E-Mail Address: \_\_\_\_\_ Date: \_\_\_\_\_

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X \_\_\_\_\_ Print Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
Accepted by: LEAF Capital Funding, LLC By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

OK JH



SCHEDULE A TO LEASE AGREEMENT  
(EQUIPMENT DESCRIPTION)

Lease Application No.: **414199**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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**Location:** 2900 E 4th St, Ordean East Middle School, DULUTH, MN 55812

2	Konica Minolta bizhub 654e Copier Systems	New			
1	Konica Minolta bizhub 368 Copier System	New			

LESSEE: Independent School District 709

LEAF CAPITAL FUNDING, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## State and Local Government Addendum

Reference: **Application No. 414199**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **Independent School District 709** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

**1. Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

**2. Nonappropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

**3. Authority and Authorization.** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

**4. Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

**5. Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

**6. Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

**7. Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

<b>CUSTOMER: Independent School District 709</b>	<b>LEAF CAPITAL FUNDING, LLC</b>
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**RESOLUTION**  
Authorized Bank Account Signer – July 2017

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

<b>District Building</b>	<b>Banking Institution</b>	<b>Account Number</b>	<b>Addition of Authorized Signer</b>	<b>Removal of Authorized Signer</b>
Area Learning Center (ALC)	DTCU	XXXX4	Michelle Porter	Kimberly LeDoux
Denfeld	DTCU	XXXX2	Krista Hill	Carolyn Graves
Denfeld	Western Nat'l Bank	XXXXX4	Krista Hill	Carolyn Graves
East	Northshore	XXXXXXX2	Gail Campbell	Krista Hill
East	Northshore	XXXXXXX9	Gail Campbell	Krista Hill
East	Northshore	XXXXXXXXXX3	Gail Campbell	Krista Hill
East	Northshore	XXXXXXXXXX4	Gail Campbell	Krista Hill
East	Northshore	XXXXXXXXXX5	Gail Campbell	Krista Hill
East	DTCU	XXXX6	Gail Campbell	Krista Hill
Homecroft	DTCU	XXXX2	Maria Rinne	Sherry Holten
Lakewood	Northshore	XXXXXXXX7	Sandra Benson	Vivian Fromberg
Laura MacArthur	Western Nat'l Bank	XXXXXX2	Clayton Norman	Nathan Glockle
Lowell	DTCU	XXXX4	Cathy Holman	Gayle Hunger
Stowe	DTCU	XXXX0	Nathan Glockle	Cynthia Maldonado

**RESOLUTION**

Authorizing a Joint Powers Agreement with the  
State of Minnesota/Perpich Center for Arts Education

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Joint Powers Agreement between the State of Minnesota/Perpich Center for Arts Education and ISD 709 attached hereto is hereby approved.



## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Interim Executive Director of the Perpich Center for Arts Education ("State") and Duluth Public Schools ISD 0709, 215 North 1<sup>st</sup> Avenue East, Duluth Minnesota 55802 ("Governmental Unit").

### Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of high quality, professional development opportunities in the arts for Minnesota K-12 educators, teach artists students and administrators for the improvement of education statewide. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this Joint Powers Agreement to the satisfaction of the State.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** August 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** December 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

##### Governmental Unit Responsibilities

##### **Duluth Public Schools ISD 0709 will:**

- Serve as a regional site providing arts education and professional development experiences that serve its regional area
- Build relationships with regional organizations, stakeholders and district leadership
- Provide professional development experiences to develop curriculum, alignment, and assessment
- Operate Regional Conferences including workshops of all 5 art areas for specialists & generalists
- Practice & implement best practice and/or pedagogy in arts education in collaboration with Perpich Agency Outreach staff
- Increase teaching and learning opportunities for teachers throughout the state
- Expand the public awareness of the impact of arts education and strengthen partnerships statewide
- Respond promptly and efficiently to emerging or changing needs
- Promote better statewide distribution of funds and professionals
- Complete necessary paper work, gather media release forms and report on progress and budget as requested
- Electronically document project process and products, including completed plans and examples of work, on a timely basis
- Participate in project evaluation(s) upon request

**Funding for Project Coordination and implementation of professional development can include:**

- Substitute teacher costs during workshops
- Travel expenses within the state of Minnesota (lodging when necessary, mileage, meals)
- Honorariums for workshop days
- Up to .3FTE for coordination of the Regional Center programming and outreach
- Substitute teacher costs for planning and co-teaching days, and honorarium funds for work (planning, reflecting, coordinating) outside contract hours
- Acceptable funds for personnel include contracts with community and teaching artists, guest speakers, or specialized professional development personnel.

**Expenditures not appropriate for project funds**

- Capital improvements or construction, purchase of capital equipment, real property or endowments
- Permanent significant purchases such as a piano
- Costs associated with fundraising events
- Programs designed for a specific school or schools within only your district do not meet program parameters.
- Funds cannot be used for school field trips.
- We do not cover expenses for administrative support.
- Activities that engage in political lobbying, serve the religious socialization of participants or discriminate against persons or groups

State/Agency Responsibilities**The State will:**

- Require submission of plans from the regional site and its team
- Require an annual written report on use of funds from the governmental unit
- Provide guidance on use of funds
- Monitor the use of funds via the annual report required from the governmental unit to ensure funds are used for purposes outlined above

**This agreement provides reimbursement from the State to the Governmental Unit for:**

Coordinator/team member stipends (not to exceed Subtotal = \$9,250.00)

Peer Coaching (Subtotal = \$2,250.00)

Curriculum & Assessment Development (Subtotal = \$9,500.00)

Art James for Media Arts Education (Subtotal = \$1,650.00)

**3 Payment****3.1 Consideration.** As outlined above:

- a) *Compensation.* The State will pay the Governmental Unit up to \$22,650.00 (twenty two thousand six hundred fifty dollars and zero cents)
- b) *Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the governmental unit as a result of this agreement will not exceed \$0.00 (zero dollars and zero cents); provided that the Governmental Unit will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated into this document by reference. The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- c) *Total Obligation.* The total obligation of the State under this agreement will not exceed \$22,650.00 (twenty two thousand six hundred fifty dollars and zero cents)

**3.2 Payment**

a) *Invoices.* Payments will be made upon submission of invoices following the schedule outlined here:

Disbursement terms-

- \$16,987.50 (sixteen thousand nine hundred eighty seven dollars and fifty cents) within 30 (thirty) days of agreement execution and receipt of invoice
- \$5,662.50 (five thousand six hundred and sixty two dollars and fifty cents) upon receipt of invoice and acceptance of annual report, and year-end budget report due December 31, 2017.

This agreement provides reimbursement only. If the Governmental Unit has excess funds remaining from the payment schedule, the Governmental Unit will return excess funds, if any, to the State within thirty (30) calendar days.

**4 Authorized Representatives**

The State's Authorized Representative is Betsy Maloney, Perpich Center for Arts Education, 6125 Olson Memorial Highway, Golden Valley MN 55422, tel. 763.279.4288, or his/her successor.

The Governmental Unit's Authorized Representative is Doug Hasler, Executive Director of Business Services, Duluth Public Schools ISD 0709, 215 North 1<sup>st</sup> Avenue East, Duluth Minnesota 55802, tel. 218.336.8704, or his/her successor.

**5 Assignment, Amendments, Waiver, and Contract Complete**

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

**6 Indemnification**

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

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

**7 State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.



**8 Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**9 Venue**

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10 Termination**

**10.1 Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**10.2 Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)**

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.*

Signed: *Jerry Duchs*

Date: 7-5-17

CFMS Contract No. A- 128038

**2. GOVERNMENTAL UNIT**

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: \_\_\_\_\_

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

Distribution:

Agency

Governmental Unit

State's Authorized Representative - Photo Copy

## RESOLUTION

Relating to the Election of School Board Members and Calling a Primary Election Thereon

BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. It is necessary to elect four (4) school board members at the 2017 general election as follows:

At-Large: two (2) seats

District #1: one (1) seat

District #4: one (1) seat

If more than two candidates for a specified school board position or more than twice as many candidates as there are at-large school board positions available file affidavits of candidacy, Minnesota Statutes, Section 205A.03 requires that nominees must be chosen at a primary election. If a primary election is so required, the clerk shall include the names of the individuals who file affidavits of candidacy during the filing period on the primary election ballot as though they had been included by name in this resolution.

2. The primary election is hereby called and directed to be held on Tuesday, the 12th day of September, 2017, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.
3. The clerk is hereby authorized and directed to cause written notice of said primary election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least fifty-three (53) days before the date of said elections. The notice shall specify the date of said primary election and the question or questions to be voted on at said primary election.

The clerk is hereby authorized and directed to cause notice of said primary election to be posted at the administrative offices of the school district at least ten (10) days before the date of said primary election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said primary election and to cause a sample ballot to be posted in each polling place or combined polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates, and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said primary election to be published in the official newspaper of the district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of the election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this general election and generally to cooperate with election authorities conducting other elections on that date.

The clerk is further authorized and directed to cooperate with the proper city officials to cause ballots to be prepared for use at said election.

**RESOLUTION**  
Approval of Election Judges and Polling Sites

BE IT RESOLVED, by the School Board of Independent School District No. 709, Duluth, Minnesota, County of St. Louis, that the following persons are hereby appointed as election judges for the primary election to be held September 12<sup>th</sup>, 2017 and the general election of the School District to be held November 7<sup>th</sup>, 2017 to act as such at the respective polling places listed and designated by the School Board in this Resolution, and if any person who is named on the list as a judge is unable to serve, the Clerk is empowered to substitute the name of a qualified legal voter for the one who is unable to serve.

**City of Rice Lake**

Rice Lake City Hall

Election Judges:

Patricia Isaacson  
Brenda Elberling  
Kathleen Thompson  
Bob Whitmeyer  
Susan Dally  
Sharon Twining  
Bill Meyer  
Patricia Altonen  
Margaret Kolo  
Kathy Meyer  
Adele Hartwick  
Claudia Christenson  
Joan Jauss  
Vicki Klein  
Sheila Autio  
Janet Stanaway  
Kathy Kilby  
Renee Lamoureux  
Toni Blomdahl  
Eileen Hagen

**Town of Gnesen (including unorg. #2)**

Gnesen Town Hall

Election Judges:

Lottie Haller  
Kathy Johnson  
Kathy Johnson  
Sharon Carlson

**Town of Lakewood**

Lakewood Town Hall

Election Judges:

Amy Bishop  
Tom Bacig  
Gene Bromenshenkel  
Lllen Hanson  
Ron Johnson  
Kim Luoto  
Dianne Narum  
Shirley Peak  
Mary Shaw  
Jan Simpson  
John Susnik  
Andy Wiemann  
Blance Wilcox

**Town of Normanna**

Normanna Town Hall

Election Judges:

Susan Baker  
Lone Cooke  
Sandy Cooke  
Ellen Hanson  
Paul Hanson  
Vivian Hanson  
Andrew Kinnear  
Kim Hiliman  
Clark Peterson  
Leslie Peterson

**Town of North Star (including unorg. #23)**

North Star Town Hall

Election Judges:

Ray Barnes  
Sue Forbragd  
Bill Taft

BE IT FURTHER RESOLVED, that the polling places and election judges designated by the City Council of the City of Duluth, copies of which are attached hereto, are hereby adopted and appointed as polling places and judges for the School District election precincts within the City of Duluth with the exception of Precinct 31 which lies within the Proctor School District.

## City of Duluth – 2017 Election Judges

First Name	Last Name	First Name	Last Name	First Name	Last Name	First Name	Last Name
Cynthia	Albright	Gayle	Franck	Alexis	Livadaros	Milton C	Somppi
Suzan	Allen	Jergen	Fuhr	Patsy	Lovshin	Scott	St. John
Claudia	Anick	Nancy	Gaida	Stephanie	Lundgren	Arden	Stabs
Diane	Antonich	Charles E	Gessert	Cynthia A	Macaulay	Janet	Stanley
Julie	Arnt	Jane M	Gilley	Janet	Magree	June	Stanley
Mark	Arseneau	John	Glendenning Jr.	Barbara	Maki	Ken	Stanley Jr.
Amber	Beck	Betty	Goman	Paul	Malzac	Margery	Stanley-Meyer
Sharon	Bergquist	Beverly	Green	Bridgit	Maruska	Mary	Stepanek
Mary	Berntson	Wendy	Grethen	Beverly	Massie	Janet	Stone
Judy	Blanck	Donna	Griffin	Angie	Meyer	Deborah	Strange
Suzanne	Boley	Carol	Groves	Kristelle	Miller	Patricia	Stromgren
Thomas	Borich	Charles	Grubb	Peggy Ann	Minor	Patricia	Sundin
Debra	Branley	Rosemary	Guttormsson	Sam	Miscevich	Shirley	Swanson
Jodi L	Broadwell	Barbara J	Hakala	Julie	Mockler	Theresa	Teich
Andrea	Buck	Ronald	Hanson	Judi	Mosher	Callie	Thompson
Lawrence	Burda	Linda	Harper	Janet	Nelson	Nancy	Thompson
Lorna	Burda	Colleen	Hasforth	Judy	Nelson	Patricia	Timo
Caroline	Burley	Thomas	Haynes	Skylar	Nelson	Donna	Trostad
Kay	Bushey	Stephen	Hedman	Susan	Nelson	Kathleen	Trotta
Sue	Cannon	Tim	Howard	Denise	Nord	Lynn	Turcotte
Beverly	Carlson	Carol	Hughes	Gwendolyn	Nordenstrom	Carol	Udd
Dorothy	Carlson	Joyce	Jasper	Ione	Olson	Thomas D	Vaughn
Jerome	Challman	Bryan	Johnson	Betty	Opland	Janet	Ward
Gail	Christensen	Jerry Lee	Johnson	Martha	Oswald	Lynn	Weatherstone
Gerald	Cleveland	Marcia	Johnson	Judith	Palen	Margaret	Wiita
Margaret	Cleveland	Portia B	Johnson	Fern	Penick	Betty	Wing
Marian	Collins	Connie	Joppa	Carol	Perkins	Joanne	Yoki
Jeffrey	Cox	Virginia	Katz	Geraldine	Peterson	Alice	Zimpel
Joann	Cox	Allan	Kehr Ii	Leslie	Peterson		
Francis	Crain	Carl	Keller	Roberta	Pirkola		
Marlis	Cran	Kim	Keller-Mahlberg	Floyd	Ralph		
Robin	Davis	Julia	Ketola	Doris	Sampson		
Bonnie	Dunphy	Ronald	Klehr	Jon	Sampson		
Dolores	Dutmer	Marilyn	Korby	Joseph	Sayers		
John	Edwards Jr	June	Kreutzkampf	Gail	Schoenfelder		
Ann	Eid	Mary Lou	Ladean	Margaret	Seitz		
Susan	Ellefson	Genevieve	Larson	Charlene	Shimmin		
Joan D	Ferdon	Martin	Lee	Martha	Simmons		
Marilyn	Fleming	Donald	Lemmerman	Wendy	Sjoblom		
David	Flemming	Janice	Lenes	Arlene	Smith		
Annette	Foucault	Randis	Lessard	David	Somppi		
Jan	Fournier	Patricia	Lilleberg	Mary	Somppi		

**2017 City of Duluth Polling Place List** (polls will be open from 7:00 a.m. to 8:00 p.m.):

1. St. Michael's Catholic Church (lower level) at 4901 E. Superior St.
2. Lakeside Presbyterian Church (lower level) at 4430 McCulloch St.
3. Lutheran Church of the Good Shepherd at 1325 N. 45th Ave. E. (lower level)
4. Faith Lutheran Church at 1814 N. 51st Ave. E.
5. Lakeview Covenant Church (lower level) at 1001 Jean Duluth Rd.
6. Woodland Community Club at 3211 Allendale Ave.
7. Glen Avon Presbyterian Church at 2105 Woodland Avenue (Fellowship Hall)
8. Duluth Congregational Church (lower level) at 3833 E. Superior St.
9. Pilgrim Congregational Church (lower level) at 2310 E. 4th St.
10. U.M.D. (Kirby Student Center) at 1120 Kirby Dr.
11. Vineyard Christian Fellowship at 1533 W. Arrowhead Rd.
12. Unitarian Universalist Congregation of at 835 W. College St.
13. Mt. Olive Lutheran Church (lower level) at 2010 E. Superior St.
14. First Lutheran Church (London Road Entrance) at 1100 E. Superior St.
15. Peace Church (10th Ave. Entrance) at 1015 E. 11th St.
16. First United Methodist Church at 230 E. Skyline Pkwy (Lakeview Social Hall)
17. Rainbow Senior Center at 211 N. 3rd Avenue E.
18. Lafayette Square (upper level) at 3026 Minnesota Ave.
19. Duluth Public Library (Green Room) at 520 W. Superior St.
20. Duluth Gospel Tabernacle at 1515 W. Superior St.
21. Lincoln Park Senior Center (lower level) at 2014 W. 3rd St.
22. Duluth Heights Community Club at 33 W. Mulberry St.
23. Shepherd of the Hills Lutheran Church at 802 Maple Grove Rd.
24. Christ Lutheran Church (lower level) at 2415 Ensign St.
25. St. Lawrence Church at 2410 Morris Thomas Rd
26. Holy Family Catholic Church at 2430 West 3rd St.
27. Harrison Community Club at 3002 W. 3rd St.
28. City Center West at 5830 Grand Ave.
29. Faith Haven (Recreation Room) at 4901 Grand Ave.
30. Elim Lutheran Church (social hall) at 6101 Cody St.
31. Bayview Heights School (gym) at 8702 Vinland St.
32. Asbury United Methodist Church at 6822 Grand Ave.
33. Good Fellowship Community Center at 1242 - 88th Ave. W.
34. Gary New Duluth Community Recreation Center at 801 - 101st Ave. W. (New)

**The following polling places have been designated as that part of Independent School District #709 lying outside the corporate limits of the City of Duluth for School Board elections only:**

- Town of Gnesen (including Unorg. #2) at Gnesen Town Hall at 4011 W. Pioneer Rd.  
 Town of Lakewood at Lakewood Town Hall at 3110 Strand Rd.  
 Town of Normanna at Normanna Town Hall at 6472 French River Rd.  
 Town of North Star North (including Unorg. #23) at Star Town Hall at 7700 Pequaywan Lake Rd  
 City of Rice Lake at Homecroft Elementary at 4784 Howard Gnesen Rd.



F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**LAKE SUPERIOR COLLEGE**  
**INTER-AGENCY AGREEMENT**

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of Lake Superior College (hereinafter "MnSCU") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, Independent School District 709's Adult Basic Education Program ("ABE"), 215 N. First Ave East, Duluth, Minnesota 55802 (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four sections of ENGL/READ 0950 during the 2017-18 academic year. ABE instruction for each section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

Provide instruction for a basic math course (ABE Pre-Algebra) intended for incoming LSC students whose placement test score places them below LSC's Algebra I course. ABE instruction and funding for each section is four (4) hours per week, or an equivalent of 0.2 FTE, plus preparatory time of 0.15.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week, an equivalent of 0.4 FTE.

ABE's staff will work with LSC's Safety Office to learn about emergency response protocol.

ABE will invoice at the end of each academic semester.

ABE will provide training to LSC's advisors relating to services.

b. MnSCU'S DUTIES. MnSCU shall:

Provide ABE a designated instructional space on LSC's main campus, located in the vicinity of the College's Learning Center. The space will be furnished by LSC with standard classroom furniture, six (6) computers, and a printer.

Provide ABE access to a computer lab with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide ABE a designated office space with standard office furniture, desk top computer, and phone.

Provide ABE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide ABE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by ABE pursuant to this Agreement shall be paid by Lake Superior College as follows:

Reimburse ABE for expenses up to, and not to exceed, an amount of Twelve Thousand and 00/100 dollars (\$12,000.00) for instructional staff during the 2017-18 academic year.

Terms of Payment. Payment shall be made by Lake Superior College within thirty (30) days after ABE has presented itemized invoices for services performed to Lake Superior College. Invoices shall be submitted according to the following schedule:

December 15, 2017, covering August-December 2017 expenses  
May 18, 2018, covering January-May 2018 expenses

3. CONDITIONS OF PAYMENT. All services provided by ABE pursuant to this Agreement shall be performed to the satisfaction of Lake Superior College, as determined at the sole discretion of its Authorized Representative.
4. TERMS OF AGREEMENT. This agreement shall be effective August 16, 2017, or upon the date that the final required signature is obtained by Lake Superior College, whichever occurs later, and shall remain in effect until May 25, 2018, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. AUTHORIZED REPRESENTATIVES.
- a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Patricia Fleege, Duluth Adult Education Manager  
Address: 215 N. First Avenue East, Duluth, MN 55802  
Telephone: 218-336-8790  
E-Mail: patricia.fleege@isd709.org  
Fax:

- b. MnSCU'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Hanna Erpestad, Dean of Liberal Arts & Sciences  
 Address: 2101 Trinity Road, Duluth, MN 55811  
 Telephone: 218-733-7667  
 E-Mail: h.erpestad@lsc.edu  
 Fax:

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.
10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
- a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ABE, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").
- ABE hereby assigns to Lake Superior College all rights, title and interest to the MATERIALS. ABE shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior College to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by ABE, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ABE, its employees and any subcontractors and ABE, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of ABE obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.
- b. ABE represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.
11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

12. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.
13. OTHER PROVISIONS. NONE

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

**1. STATE AGENCY**

Independent School District 709 Adult Basic Education

By (authorized signature)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE**

By (authorized signature) <i>Douglas A. Her</i>
Title CFO
Date 7/31/17

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Lake Superior College

By (authorized signature)
Title
Date

**4. AS TO FORM AND EXECUTION**

By (authorized college/university/system office initiating agreement)
Title
Date

July 25, 2017

Ms. Kimberly Ledoux  
ISD 709 Area Learning Center H.S. / Academic Excellence Online  
215 N. First Avenue East  
Duluth, MN 55802

Dear Ms, Ledoux,

Thank you for choosing The College of St. Scholastica's Mitchell Auditorium as the site of your June 5, 2018 commencement at 6 PM. Set up time will tentatively be 12 – 1 PM in Storm's Den. The Auditorium will be available after 4 PM.

**Your contract cost of \$700 includes:**

Mitchell Auditorium use	Storm's Den use
Mitchell staff support for event	Technical Coordinator

**Additional Requested services:**

- Piano use- no charge
- Audio or video recording \$225
- Copies of recording \$25 each
- Table set up with linens \$20 each
- Reserved section for graduates and administration
- Interior signage from bus stop and parking lot to auditorium

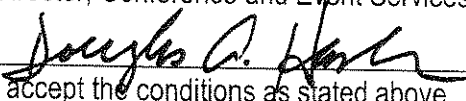
**If there are any questions regarding the charges or services, please call me at (218) 723-6631.**

The Mitchell Auditorium and The College of St. Scholastica must review any use of the College's name, address or phone number in all types of your promotions. Please submit all proposed advertising copy and photos to me by mail or e-mail, including website promotions. The use of the College logo is not permitted without prior approval.

**Please indicate your agreement to these conditions by signing this document and returning one copy by September 1, 2017 with a non-refundable deposit of \$200.**

Sincerely,

Sue Maki  
Director, Conference and Event Services

  
I accept the conditions as stated above.

Adrian.Norman@isd709.org  
E-mail address

7/28/17  
Date



<b>For Internal Use Only</b>	
Depts must provide:	
ESAF #	1696
Chart/Field Account No.	1026-11250-20109

<b>For Internal Use Only</b>	
OES must provide:	
OES Contract #	12559 C
Analyst	rb

## UNIVERSITY OF MINNESOTA Workshop/Presentation Agreement

The Regents of the University of Minnesota, through its **Minnesota Center for Reading Research** ("University"), agree to provide a workshop/presentation for **Duluth Public Schools ISD 709**, a **Minnesota public school district** ("Company"), on the following terms and conditions:

1. **Description of Workshop/Presentation: One 3-hour PRESS workshop covering classwide interventions (max. 45 participants; one presenter). Additional materials fees (PRESS Intervention Manual & 12-month website subscription) to be determined no later than one week prior to workshop date.**
2. **Date, Location, and Time:**  
Date: **September 28, 2017**  
Location: **Duluth, MN**  
Time: **8:00 a.m. - 11:00 a.m.**
3. **Payment Terms:** For the services under Section 1., Company shall pay University **two thousand and 00/100 dollars (\$2,000.00)**. Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.
4. **Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: **Meeting space, digital projector with audio.**

5. **Ownership of Materials and Presentation.** All materials provided by University during the presentation shall remain the property of University. Company is provided a license to use the material in connection with the workshop/presentation, but Company may not copy or distribute the material without the express written consent of University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of University.

6. **Disclaimer.** University makes no claims of any kind with respect to the workshop/presentation and shall not be liable for participant's reliance on any statements or demonstrations made during the workshop/presentation. University's maximum obligation to Company for any cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to University by Company under Section 3.

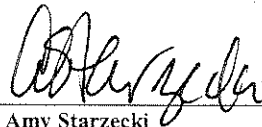
7. **Complete Agreement/Governing Law.** This Agreement, including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon University unless signed by an authorized University representative. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University. This Agreement shall be governed by the laws of Minnesota and any action to enforce this Agreement shall be brought only in Hennepin County, Minnesota.

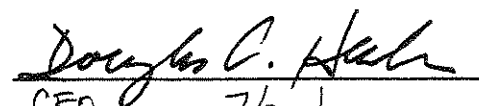
IN WITNESS WHEREOF, the parties have entered into the Agreement effective July 20, 2017.

**Regents of the University of Minnesota**

**Duluth Public Schools ISD 709**

By: \_\_\_\_\_  
Name: **Lori Helman**  
Title: **Director**  
Date: \_\_\_\_\_

By:   
Name: **Amy Starzecki**  
Title: **Assistant Superintendent**  
Date: 7/26/17  
Address: **215 N. 1st. Ave East  
Duluth, MN 55802**  
Phone: **218-336-8700** Fax: \_\_\_\_\_

  
CFO 7/28/17

## GuideK12™ GeoVisual Analytics Suite Subscription and Services Agreement

This is an agreement dated June 22, 2017, between GuideK12, LLC ("GuideK12") and Duluth Public Schools ("District") to provide the subscription and other services described below.

### 1) GUIDEK12 SERVICES

- a) **Subscription Services.** GuideK12 grants the District a non-exclusive, non-transferable right to access the GuideK12 Analytics Suite, ("Subscription Services"). In general, the Subscription Services:
- Is a cloud-based software for school districts to use for strategic planning purposes such as boundary planning, resource placement, school choice mapping and emergency preparedness.
  - Integrate student demographic data provided by the school district and parcel data obtained from the county onto an interactive map.
  - Allow school districts to provide individual access to appropriate data for the user's role.
  - Provides various tools, including:
    - A community portal option for the public to determine by address the schools assigned within that district;
    - Tools enabling a user to query and filter for student characteristics, depending upon data provided by the district;
    - Integrated scenario development tools to draw, realign, record and save with step-by-step documentation unlimited "what if" scenarios including opening, repurposing, and closing schools and incorporating key performance benchmarks;
    - An ability to shift multiple boundaries in real time;
    - An enhanced reporting suite for analysis planning; and
    - The ability to import and create geographic layers to aid in visualization and analysis functions.
- b) **Additional Services.** Additional GuideK12 deliverables and related data and/or development services ("Additional Services") may be provided by GuideK12 or its suppliers as follows:

No Additional Services

Additional Services will be provided as follows: \_\_\_\_\_

### 2) FEES

- a) **Fees for Services.** The District shall pay GuideK12 fees for Subscription Services and Additional Services (together, the "Fees") as follows:
- i) For the Subscription Services, an annual subscription price of \$1.80 per student based on the District's most recent FTE enrollment counts. For the period of June 22, 2017 through June 22, 2018, with a current FTE student enrollment count of 8,547, the subscription fee shall be \$15,384.60.
  - ii) Additional First Year Service Fees, *one time only*, \$3,800 with such services as described in Exhibit B.

- b) **Payment Terms.** The Fees are due and payable within thirty days of invoice by GuideK12. All late payments shall bear interest at 12% per annum or the highest permissible legal rate whichever is less.
- c) **Fees Adjustment.** GuideK12 shall give 60 days' advance written notice of any changes to the per student fee prior to renewal for an additional term. The annual subscription fee (but not the per student price) is subject to change annually by GuideK12 based on the District's most recent FTE enrollment counts, and the District shall provide such counts to GuideK12 at least 90 days before the renewal date.
- d) **Taxes.** The District agrees to pay any sales, use or value-added taxes applicable to the Fees.

**3) TERM, AGREEMENT RENEWAL**

The initial term of this Agreement is for one year from the date above, unless terminated earlier pursuant to this Agreement. Thereafter, this Agreement and the Subscription Services shall automatically renew for successive one year terms until terminated by either party: (a) upon written notice given at least 60 days before the end of the then-current term, or (b) pursuant to Section 4 of this Agreement. GuideK12 may invoice for automatic renewals within 90 days before the beginning of the renewal term.

**4) TERMINATION**

- a) **Termination.** This Agreement may be terminated at any time prior to the expiration of its current term, as follows:
  - (1) by either party by written notice to the other party if a receiver shall have been appointed over the whole or any substantial part of the assets of the other party, a petition or similar document is filed by the other party initiating any bankruptcy or reorganization proceeding or such a petition is filed against the other party and such proceeding shall not have been dismissed or stayed within sixty (60) days after such filing; or
  - (2) by either party upon written notice if the other party has materially breached the terms of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such default.
- b) **Refunds.** GuideK12 will provide a pro rata refund of the Fees only if: (a) the District terminates due to GuideK12's material breach of this Agreement; or (b) GuideK12 terminates this Agreement without cause. Except for the foregoing, no refund shall be given for early Agreement termination.
- c) **No Further Use.** Upon termination of this Agreement, the District shall refrain from any further use of the the Subscription Services or any other statement suggesting that it has the right to offer or have access to the Subscription Services.
- d) **Survival.** The provisions of this Agreement which by their nature are intended to survive termination or expiration of this Agreement shall survive expiration or termination of this Agreement, including without limitation the obligations set forth in sections 2 and 5 - 12.

**5) OWNERSHIP**

- a) **Title and Scope of Subscription.** The Subscription Services and Additional Services (together, "Services"), including modifications and derivative works and all proprietary

rights resulting therein, belong to GuideK12 or its licensors. The District may use the Services only during their term, in the ordinary course of its business and as contemplated by this Agreement. The District may develop graphic displays from the Services, but such displays shall prominently include any copyright notices or trademarks included therein, and shall state that "This information was obtained by use of the GuideK12 applications under license from GuideK12." The District shall not remove any notices, logos or trademarks placed upon any electronic or hardcopy materials relating to the Services. The District shall not use the Services to reformat or extract any data therefrom or to reverse engineer the Services and shall not distribute or provide access to the Services to third parties.

- b) **Data Sharing.** In order to achieve the functionality requested by the District, the District shall provide GuideK12 all necessary student demographic data ("Data") for GuideK12 to incorporate into the Services. The Data shall be provided in a standard database format promptly after execution of this Agreement where the Data exists and can be shared without violation of state or federal privacy laws and data sharing regulations.
- c) **Data License.** The District grants GuideK12 a license to use the Data solely for use in the Services. Except for the foregoing, all right and title to the Data belongs solely to the District and the District has exclusive control over access and use of the Data.

6) **USE OF DATA AND SECURITY**

GuideK12 does not sell the Data or use it for marketing purposes, and intends to use the Data in compliance with all database security and privacy protection rules as set forth in federal and state laws and regulations. Specifically:

- a) **Use, Reuse and Disclosure of the Data.** Except for the purposes contemplated by this Agreement, GuideK12 shall not use the Data for other purposes or disclose the Data to third persons, including other governmental agencies, unless required by law. Some of the Data may contain personally identifiable information of children in the District. GuideK12 will not sell or use the Data for marketing purposes without the consent of the person or, if minors, the parents of any Children identified in the Data. For the purposes of research GuideK12 may use non-personally identifiable Data in an aggregate form only.
- b) **Changes to the Data.** Because the District owns the Data, any rights of access to the Data or corrections to the Data, by parents or others, must be presented to the District, and not to GuideK12, to address such access or corrections.
- c) **Tracking of Children's Use of the Services.** Due to the nature of the Services, children are not intended users of the Services. Any incidental use by children or students is not tracked by personally identifiable student information.
- d) **Terms and Conditions and Privacy Policies.** Use of the Services may require acceptance of online Terms and Conditions and contain a Privacy Policy applicable to such use (together, the "Terms"). Although the Terms may change over time to keep current with general practices or applicable law, any changes to the Terms will not lessen the privacy rights promised herein for the District's users of the Services during the term of this Agreement.
- e) **Security of Data.** GuideK12 is concerned about the security of the Data, and shall provide commercially reasonable efforts to provide security to protect the data at least to the level set forth in Exhibit A. If GuideK12 determines that unauthorized persons have obtained

access to the Data, GuideK12 will notify the District as soon as practicable. GuideK12 does not store any Data outside of the United States.

- f) **Audit Rights.** The District, at its own expense, may conduct a reasonable audit and inspection of GuideK12 records and books, to the extent necessary and reasonable, to confirm GuideK12's compliance with the security and privacy provisions of this Agreement. Any such audit must be conducted at a time, place and method mutually agreed upon by the parties and designed to minimize impact on GuideK12's business.

7) **WARRANTIES, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

GuideK12 warrants that the District's use of the Services for their intended purposes do not infringe on any third party patents or copyrights existing as of the date of this Agreement. In the event of any claim of infringement to which the District has made GuideK12 aware, GuideK12 may, at its option: (1) replace or modify the Services with non-infringing products or services which are functionally equivalent; (2) obtain a license for the District's continued use of the Services; or (3) terminate this Agreement and provide the District a pro rata refund of any Fees. The foregoing states the District's sole and exclusive remedy for an infringement of any kind.

Except as expressly set forth in this Agreement, the District acknowledges that use of the Services are sold "as is" "with all faults" and without warranty of any kind, express or implied, including without limitation any warranties of performance, merchantability and fitness for a particular purpose, accuracy and completeness. To the extent permitted by law, the District waives any claims against GuideK12 for any lost profits or other consequential damages, exemplary, punitive, or special damages, regardless of the foreseeability of such damages. In any event, GuideK12 shall not be liable for any damages relating to or arising out of this Agreement in an amount greater than the fees paid by District during the most recent twelve months.

8) **INDEMNIFICATION**

The District agrees to defend and indemnify GuideK12 and its officers, directors, shareholders, employees, agents and affiliates, from all claims, demands, causes of action, costs, liability, expenses, damages, and amounts reasonably paid in settlement (including reasonable attorney's fees and costs) to the extent caused by the District's acts, errors, omissions or breaches of this Agreement.

9) **GOVERNING LAW AND VENUE**

This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to choice of law principles.

10) **NO AGENCY EXCEPT AS CONTEMPLATED HEREIN**

No partnership, joint venture, franchise or employment is created as a result of this Agreement and, except as expressly contemplated by this Agreement, neither GuideK12 nor the District, nor their respective agents, shall have any authority of any kind to bind each other in any respect whatsoever. Further, each party is responsible for providing benefits for its own employees, for paying its own taxes and expenses, and for maintaining its own books and records regarding the same.

11) **ENTIRE AGREEMENT, NO ADDITIONAL TERMS**

This is the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements. All additions or amendments to this Agreement must be in

writing and signed by the party sought to be bound. Unless expressly accepted by GuideK12 in writing, no other terms and conditions in conflict or in addition to those stated herein are binding on GuideK12.

12) **OTHER PROVISIONS**

Neither this Agreement nor any part may be assigned, sublicensed or otherwise transferred by the District without GuideK12's prior written consent. • This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties. • If any provision of this Agreement is found to be void, invalid, unenforceable or illegal, the validity and enforceability of the other provisions will not be affected and any unenforceable provision shall be modified and interpreted so as to best accomplish the intent of such provision. • Neither party shall be deemed to be liable for any provisions under this Agreement for failures in performance resulting from acts or events beyond the reasonable control of the party including, but not limited to, delays in transportation, storms or extreme weather conditions, fire, explosion, flood, strike, riot, or unavailability of communications, power, or telephone lines, supplies, or service, delay in delivery, failure or malfunction of equipment or of software, or similar catastrophe, or other acts of God. • Failure to enforce any provision of this Agreement is not a waiver of the provision or of the right to enforce the provision later. • The headings and captions are inserted for convenience only and do not constitute a part of the Agreement. • This Agreement may be signed in counterpart.

**Duluth Public Schools**

By: *Douglas A. Hasler*

Print Name and Title: Douglas A. Hasler CFO

Date: 7/31/17

Address: 215 N. 1st Ave E  
Duluth, MN 55802

**GuideK12, LLC**

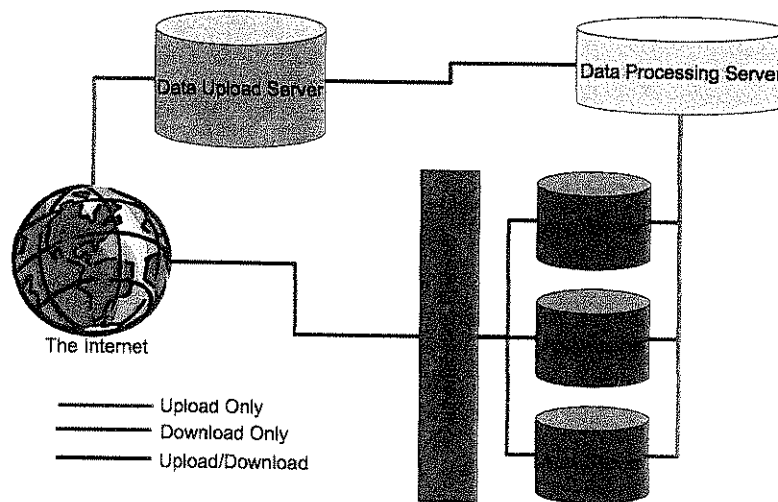
By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**Exhibit A**  
**Security for the Data**

**General Diagram of Server Communication Limits:**



**Basic Transfer Mechanism Security**

- Our data transfer server is only accessible via the Secure Shell Protocol.
- There are no passwords into the system. Public-key encryption is used for all data transfers and logins.

**Upload Server Security**

- Every District's data is isolated into their own "jail."
- A "jail" is a technique that isolates any and all users from each other and from the underlying computer.
- If another client, or the machine itself, is compromised other clients' data are still inaccessible as they are in different "jails."
- Data is constantly replaced and the old data are never retained on the upload server.
- When uploading the new student data to our server, the file "students\_current.csv" or "students\_current.csv.zip" is replaced. The only archives of that data are stored on the application servers.
- The files uploaded can have additional password protection or be PGP/GPG encrypted.

## Data Processing Protection

- To prevent the data from being available in a usable form to a potential attacker, the “uploading” server does not process any data.
- The data processing server is located in house and is not accessible from the Internet.
- All PGP/GPG encryption keys are stored in the in-house server and never on the upload server.
- The data processing server uses an encrypted disk drive to store all data.

## Application Server Protections

- The application server stores the vast majority of the data. During uploading and processing only a snapshot of the data is available. Application servers can hold multiple “vintages” of student data.
- The database powering the application uses an encrypted file system.
- The databases themselves are all password protected.
- Every District is given an isolated instance in the database, preventing access across accounts.
- Application servers can only be accessed through limited, private-key protected SSH accounts.
- All other serving access is limited to the authentication server.

## Log In Security

- All communications with the login server happen over HTTPS, no plain text HTTP
- Our SSL certificate uses Extended Validation (“the Green bar”), which required external validation of our organization and its security policies to be granted.

## External Authentication / Single Sign On

- External Authentication / Single Sign-on allows GuideK12 to integrate into the District's existing portal system
- When the user logs into the District's web-portal, GuideK12 servers are sent the users login authorization information. This usually includes an access level such as “staff”, “administration”, or “teacher”).
- The GuideK12 system will return a cookie that will then be used to authenticate the user against the internal GuideK12 systems. This cookie has a short expiration period, and is encrypted with a special hash making it very difficult to fabricate. \*This is adapted depending on how it can best fit into current district practices for authenticating with outside services.

**Exhibit B**  
**First Year Services**

**Services Fee Description:**

The services fee is a one time first year charge. There are multiple components. The first component is Data Services, which includes the extraction, transformation and loading district data elements. Also includes, extraction, transformation, geo-coding and loading community and parcel data elements and importing district Shapefiles (enrollment boundaries). The second is for overall project management. This includes developing the implementation plan, assigning resources, configuring data refresh routines, facilitating discussions and customization needs. The third service fee is for staff training onsite. This is a full day of onsite professional development.

# School Nutrition Programs Agreement for Vended Meals Provided by a School Food Authority

School Year 2017-2018

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the "Vendor". An *Agreement for Vended Meals Provided by a School Food Authority* must be completed each school year that the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

## I. Purpose and Term

"School Food Authority" or "SFA" means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA's agreement with the Minnesota Department of Education (MDE).

"Vendor" means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA):

~~Harbor City International School~~

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Sponsor Identification Number:

1000005760

and Vendor :

Duluth School District

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Sponsor Identification Number: 1000003456

authorizes that the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of: 09/05/2017

through 06/07/2017

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLICS Number (if known)
Harbor City International School	332 West Michigan Street Duluth, MN 55802	1000005760

SFA will notify Vendor SFA with 5 days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

## II. Meal Requirements

A. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

- Lunches meeting National School Lunch Program requirements,\* 7 Code of Federal Regulations (CFR) 210 (meal pattern attached).
- Breakfasts meeting School Breakfast Program requirements, 7 CFR 220 (meal pattern attached).
- Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210 (attach copy of snack pattern).
- Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.
- Other (describe):

B. Vendor will provide meals to SFA in the following manner:

- Unitized meals.
- Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

- Eating Utensils.
- Condiments.
- Paper Items.

- Extra Milk.
- Transportation Containers.
- Other, describe:

### III. Meal Charges and Billing

A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have *not* been reduced to reflect the value of SFA's USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V.

Breakfast \$

Snack \$

Lunch \$ 3.00

Meals (check one):  include milk  do not include milk

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

Adult Meals will be charged to the SFA at \$3.85

Vendor SFA will bill SFA as described (include frequency of billing);

A monthly billing with total meals sent/picked up will be mailed through the US Mail to the SFA.

NOTE: Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

### IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements.

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the *Special Diet Statement* for the student that is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for students who do not have a disability but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

## V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$ \_\_\_\_\_ SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$

- Other frequency
- At the end of the contract year.

## VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:

SFA will pick up lunch meals at the assigned production site. Pick up time is approximately 10:15 - 10:30 a.m.

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information: SFA provides the food transport containers and is

D. Other:

## VII. Recordkeeping and Availability of Records

A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.

B. Vendor and SFA agree that books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of

SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

### VIII. Health and Sanitation

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

### IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. ~~Monitor vended meals to ensure the food service is in conformance with program regulations.~~

### X. Termination

Either party may terminate this contract for cause by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience:

### XI. Additional Provisions at Option of SFA and Vendor

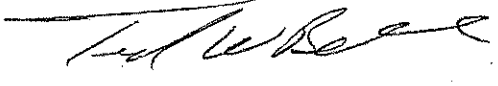
Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

**Signatures**

SFA Name: Harbor City International School

Authorized Representative: *Ted Buck*

Title: *Co-Director*

Signature of Authorized Representative: 

Date: *7/10/17*

Vendor Name: Duluth School District

Authorized Representative:

Title: *Douglas A. Harter*

Signature of Authorized Representative:

Date: *7/6/2017*

# Memorandum

**To:** Doug Hasler, CFO  
**From:** Dave Spooner *Dave Spooner*  
**Date:** July 18, 2017  
**Re:** Testing Services – Rockridge School Renovation

Attached please find two copies of the Agreement between Independent School District #709 and Twin Ports Testing to provide testing services for the Rockridge School Renovation. The total cost of this work is estimated to be \$5,090.00. This work is necessary to meet current building code requirements.

**Recommendation:**

I am recommended that the Chief Financial Officer enter into an agreement with Twin Ports Testing to perform the work scope as defined in the attached Agreement necessary to meet current building code requirements.

Enclosures

July 11, 2017

Proposal 17M7790

Mr. David Spooner, Manager of Facilities  
ISD #709 Duluth Public Schools  
C/O Architectural Resources, Inc.  
126 East Superior Street  
Duluth, MN 55802

Re: Proposal for Geotechnical Evaluation  
Rockridge School Renovation  
4849 Ivanhoe Street  
Duluth, Minnesota

Dear Mr. Spooner:

Twin Ports Testing II (TPT) is pleased to submit a proposal for the above referenced project in response to a Request for Proposal (FRP) received on June 30, 2017. We believe the information in this response addresses all necessary items in the RFP, but would be glad to submit any additional information requested.

### **Project**

Based on the request, we understand that ISD #709 is working on renovating Rockridge School in an effort to bring the building back into use. This work includes correcting drainage issues and replacing existing parking and drive areas. It is unknown at this time if parking and drive areas will be replaced in the same configuration as the existing. As part of the design process, a geotechnical evaluation was requested.

### **Qualifications**

TPT has been providing geotechnical services from our current location for over twenty years. We currently have on staff three licensed professional engineers with significant experience on geotechnical projects throughout the region. We also staff experienced EITs, engineering technicians and drillers to assist in performing field and laboratory geotechnical services.

### **Review of Geologic Conditions**

Based upon available geologic literature and our past experience in the area, subsurface conditions throughout the project area are anticipated to consist of topsoil and/or fill soils over glacial till soils over shallow bedrock. Bedrock outcroppings can be seen to the north and west of the school.

### **Scope of Services**

As requested, we propose to perform 11 Standard Penetration Test (SPT) borings throughout the project area to depths of 8 feet or refusal, whichever comes first. The borings will be performed at the locations shown on the sketch provided with the request.

SPT borings will be advanced using hollow stem auger drilling methods. We propose to perform the borings using our Diedrich D120 rubber track-mounted drill rig. Split Spoon soil sampling will be performed continuously throughout the depth of the borings. We will observe groundwater levels within the borings while drilling and after completion of the borings. The borings will be abandoned according to the updated requirements of the Minnesota Department of Health.

In addition to the SPT borings, we propose to perform two (2) double ring infiltrometer tests (ASTM D3385) to gather information on soil infiltration parameters. This information will be helpful in accurately evaluating/designing future retention or infiltration basins.

#### **Site Access, Staking, and Utility Coordination**

Based on our reconnaissance of the project area, it appears that boring locations will be accessible to our drill rig. We will stake/mark the boring locations in the field upon our arrival on site using the boring location sketch provided with the request. We will determine surface elevations at the boring locations after the completion of field work using a surveyor's rod and level. We will reference our elevations to a known benchmark or nearby site feature. This benchmark will be referenced in our geotechnical evaluation report. Prior to arriving onsite, we will contact Gopher State One Call to locate public utilities. The owner/client is responsible for determining the presence of any private utilities throughout the site. We can assist with locating private utilities on a cost-plus basis.

#### **Laboratory Testing and Reporting**

After the completion of the field exploration, collected samples from the borings will be returned to our laboratory for visual classification by a geotechnical engineer using the Unified Soil Classification System. To help provide additional information on soil engineering properties we propose to perform the following laboratory tests:

- Moisture content testing (ASTM D2216) on each sample recovered from the borings.
- Sieve analysis testing of soils passing the #200 sieve (ASTM D1140) on up to eight split spoon samples recovered from the borings. This information will be useful in determining the suitability for material re-use.
- Pocket penetrometer testing on each cohesive soil sample recovered from the borings, if necessary.

A geotechnical evaluation report will then be prepared for the design and construction of the proposed project, including the following:

- Detailed boring logs outlining encountered soil and groundwater conditions, including SPT N-values and any laboratory test results.
- A summary of site conditions and their potential impacts on the project.
- Recommendations for site preparation, including backfill and fill.
- Recommendations for pavement design and construction.
- Recommendations for infiltration pond design and construction.

### Estimated Fees

For this project, we propose to perform the scope of services described above for an estimated fee of **\$5,090.00**. A breakdown of our estimated fees is outlined below.

Item	Quantity	Unit	Rate	Extension
Mobilization	1	Lump Sum	\$400.00	\$400.00
Track Rotary Drilling	12	Hours	\$205.00	\$2,460.00
Double Ring Infiltrometer Testing	4	Hours	\$190.00	\$760.00
Laboratory Testing	1	Lump Sum	\$350.00	\$350.00
Project Engineer	9	Hours	\$110.00	\$990.00
Senior Engineer	1	Hours	\$130.00	\$130.00
<b>Estimated Total</b>				<b>\$5,090.00</b>

### Schedule

We anticipate that the field work will take two days to complete. Our current schedule would allow us to begin the field work for this project within three weeks of authorization.

Laboratory testing will take about one week to complete. We anticipate that we can submit our geotechnical evaluation report within one to two weeks of the completion of field work.

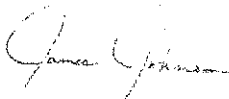
### General

We have included our General Terms of Service for use during this project. Invoicing will be performed monthly for work completed to-date.

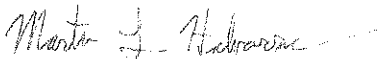
Thank you for considering TPT for this project. We look forward to assisting with your geotechnical needs. If you have any questions, please contact Marty Halvorson or Jim Johnson at 715-392-7114.

Sincerely,

**Twin Ports Testing, Inc.**



James M. Johnson, EIT  
Project Engineer



Martin L. Halvorson, PE  
Geotechnical Team Leader/Senior Engineer

Attachments: General Conditions of Service

This proposal is subject to the attached General Conditions of Service which are part of this proposal.

Upon acceptance of this proposal, please sign and return one copy to us, for our records, as our authorization to proceed with this project.

Signed Douglas A. Hasler  
Date 7/18/17  
Printed Name Douglas A. Hasler  
Title CFO

### **General Conditions of Service**

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services as set forth in the foregoing Proposal, are incorporated by reference into said Proposal and shall, if said Proposal is accepted by Client, be part of the Agreement ("Agreement") under which services are to be performed by Twin Ports Testing II, Inc. In the event of a conflict between these General Conditions of Service, any Supplemental Conditions of Service, and the foregoing Proposal, the terms in the Proposal control.

#### **1. SCOPE OF WORK**

- (a) It is understood that the scope of work and time schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, the scope of work and time schedule may change even as the work is in progress. If Client requests additional services or a change in the scope of work or time schedule occur, a written amendment to the Agreement shall be executed by Client and Twin Ports Testing II, Inc. within seven (7) calendar days of receipt of such request or discovery of a change in scope or time schedule of work.
- (b) The scope of work shall include all services provided by Twin Ports Testing II, Inc., in its discretion, which are reasonably necessary and appropriate for the effective and timely fulfillment of Twin Ports Testing II, Inc.'s obligations under the Agreement. All services provided by Twin Ports Testing II, Inc. shall be subject to the provisions of the Agreement. All services provided by Twin Ports Testing II, Inc. shall be invoiced and paid in accordance with Section 4 below.

#### **2. TWIN PORTS TESTING II, INC. WARRANTIES**

Twin Ports Testing II, Inc. hereby warrants that it has undertaken reasonable efforts to investigate the site(s) and has determined that all work done under this Agreement shall be completed without any claim for additional time or compensation. If Twin Ports Testing II, Inc. discovers subsurface conditions which require such claims, it may be entitled to seek an equitable adjustment, which shall remain subject to approval by the Town Board. However, the Town Board shall have no obligation to approve an equitable adjustment for any conditions which should have been reasonably obvious upon inspection by Twin Ports Testing II, Inc., and it shall complete all work under this Agreement without any additional time or compensation.

#### **3. CLIENT DISCLOSURES**

- (a) Client shall notify Twin Ports Testing II, Inc. of any known or suspected hazardous substances or conditions which Twin Ports Testing II, Inc. may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by Twin Ports Testing II, Inc.'s employees, agents or contractors. Such hazardous substances shall include but not be limited to any substance which poses or may pose a present or future hazard to human health or the environment, whether contained in a product, material, by-product, waste or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form, in piping, electrical cables or similar objects, whether above ground or below ground. Such hazardous substances shall also include any substance which poses or may pose a present or future hazard to human health or the environment. Client shall notify Twin Ports Testing II, Inc. of any known or suspected hazardous substances or conditions upon entering into the Agreement. Thereafter, Client shall notify Twin Ports Testing II, Inc. of any other known or suspected hazardous substances or conditions immediately upon discovering them, or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes such substances hazardous.
- (b) Following any disclosure as set forth in Section 3(a) above, or if any hazardous substances or conditions are discovered or reasonably suspected to be present by Twin Ports Testing II, Inc. after its services are undertaken, Twin Ports Testing II, Inc. may, at its discretion, discontinue its services without further duties, obligations or liabilities of any kind. Whether or not Twin Ports Testing II, Inc. discontinues its services in whole or in part, Client and Twin Ports Testing II, Inc. agree that the scope of work, time schedule and the estimated fee or budget shall be adjusted accordingly, and Twin Ports Testing II, Inc. may, at its discretion, terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 3, Client shall pay Twin Ports Testing II, Inc. for all services provided and all termination expenses as set forth in Section 12(b) below.
- (c) If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the vicinity, Client shall notify Twin Ports Testing II, Inc. of such condition, potential health hazard or nuisance, and thereafter Twin Ports Testing II, Inc. shall take all reasonable measures deemed necessary to protect its employees, agents and consultants against such condition, potential health hazard or nuisance. Client shall be solely responsible for the cost of such measures.

#### 4. PAYMENT, INTEREST AND BREACH

- (a) Client shall pay all invoices in full on receipt, and shall pay applicable interest on unpaid balances beginning forty-five (45) days after the invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by applicable law. The Town Board may withhold any amounts which are subject to a statutory right of retainage or which are otherwise the subject of a good-faith dispute. Any amounts so withheld shall not be subject to any interest charge until they become due under the statute as to retainage, or until the good-faith dispute has been resolved between the parties.
- (b) In the event that Client fails to pay an invoice in full within sixty (60) calendar days after the invoice date, Client shall be in breach of the Agreement. Twin Ports Testing II, Inc. may, at its option, immediately terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 4(b), Client shall pay Twin Ports Testing II, Inc. for all services.

#### 5. ACCESS AND RESTORATION

Client shall furnish Twin Ports Testing II, Inc. with reasonable access to the site at all reasonable times. It is understood by Client that in the normal course of the work some damage to the site and/or materials may occur. While Twin Ports Testing II, Inc. will take reasonable precautions to minimize damage, Twin Ports Testing II, Inc. **has not included the cost of restoration in the estimated fee or budget and will not be liable for such damage.**

#### 6. SAMPLES

All samples, if any, remaining after tests are conducted will in the ordinary course be discarded by Twin Ports Testing II, Inc. sixty (60) calendar days after submission of the final written report to Client unless Client requests, in writing, that Twin Ports Testing II, Inc. store or ship the samples, at Client's expense. Any such request shall be sent via certified mail, return receipt requested, to Twin Ports Testing II, Inc., Attn: Chief Operations Officer, 1301 North Third Street, Superior, Wisconsin 54880, and must be received within the 60-day period.

#### 7. REPORTS, OWNERSHIP OF DOCUMENTS AND WITNESS FEES

- (a) Twin Ports Testing II, Inc. shall furnish one hard (1) copy of each report, along with an electronic copy, to Client. Additional copies will be distributed upon request.
- (b) Inc. may retain principal documents, reports, lab data, etc., relating to the services performed for Client for up to five (5) years following submission of the final written report to Client.

#### 8. STANDARD OF CARE

- (a) Twin Ports Testing II, Inc. represents that the services performed under the Agreement will be performed with the care and skill ordinarily exercised by reputable members of the applicable profession practicing under similar conditions at the same time in the same or a similar locality.
- (b) With the exception of Section 8(a) above, no other representation and no warranty, expressed or implied, is made or intended by Twin Ports Testing II, Inc. with respect to its performance of services under the Agreement.
- (c) In regard to subsurface investigations, the Client recognizes that subsurface conditions at the site may vary from those encountered in Twin Ports Testing II, Inc.'s explorations, testing and surveys, and that the information and recommendations developed by Twin Ports Testing II, Inc. are based solely on the work performed by Twin Ports Testing II, Inc.
- (d) Any exploration, testing, surveys and analysis associated with the work will be performed by Twin Ports Testing II, Inc. for Client's sole use. Twin Ports Testing II, Inc. shall not be responsible or liable for others' interpretation or use of the information developed from the work performed by Twin Ports Testing II, Inc.
- (e) Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations and estimates furnished to Client or its agents pursuant to the Agreement are not intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Twin Ports Testing II, Inc. shall not be responsible or liable for any reuse of such documents.
- (f) Twin Ports Testing II, Inc. shall not be responsible or liable for the work performed by others, including but not limited to the failure of others to perform their work in accordance with specifications or contract documents.
- (g) For work not performed on Twin Ports Testing II, Inc.'s premises, Twin Ports Testing II, Inc. shall not be responsible or liable for superintending, supervising or in any way directing the work of others, or for job or site safety, all such matters shall be the sole responsibility of others as determined by Client, unless specifically assumed by Twin Ports Testing II, Inc. in writing.
- (h) Twin Ports Testing II, Inc. shall not be responsible or liable for either setting or checking the accuracy of construction staking, or for staking or referencing locations of piling, caissons or footings, unless those functions are specifically assumed by Twin Ports Testing II, Inc. in writing. Twin Ports Testing II, Inc. shall rely on as accurate and reference results of tests and observations to control lines and elevations set as part of surveying or construction staking performed by others selected by Client.
- (i) Client shall be solely responsible for ensuring that its employees, contractors and subcontractors observe all applicable safety standards.

## **9. LIMITATION OF PROFESSIONAL LIABILITY**

- (a) Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates provided to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without Twin Ports Testing II, Inc.'s prior written consent is prohibited and at Client's sole risk and without liability to Twin Ports Testing II, Inc. or its contractor(s) and subcontractor(s).

## **10. INDEMNIFICATIONS AND LIMITATION OF LIABILITY**

- (a) Twin Ports Testing II, Inc. shall indemnify, defend and hold harmless Client from and against bodily injury and property damage losses resulting from the gross negligence of Twin Ports Testing II, Inc., its employees, agents or consultants in the performance of services under this Agreement. Such liability however shall be limited as provided in Sections 9(a) and (b) above and any provisions of the Agreement applicable to services involving or related to hazardous substances or conditions, including hazardous waste.

## **11. INSURANCE**

Twin Ports Testing II, Inc. represents that it has Workers' Compensation insurance for its employees and adequate general liability insurance. Twin Ports Testing II, Inc. will furnish certificates of insurance to Client upon request. Such certificates of insurance shall name the Town as an additional insured, and they shall also include an endorsement that such policies may not be cancelled without 30 days' notice to the Town, except in the case of non-payment, in which case the policy may be terminated on 10 days' notice.

## **12. TERMINATION (a)** The Agreement may be terminated in the following ways:

- (i) By either Twin Ports Testing II, Inc. or Client upon seven (7) business days' written notice in the event of breach of the Agreement (other than the breach described in Section 4(b) above) by the other party. Such termination shall not be effective if the breach is remedied before expiration of the period specified in the written notice.
  - (ii) By Twin Ports Testing II, Inc. immediately under circumstances described in Section 3(b) above.
  - (iii) By Twin Ports Testing II, Inc. immediately under circumstances described in Section 4(b) above.
  - (iv) By Twin Ports Testing II, Inc. immediately if conditions exist which were not disclosed to Twin Ports Testing II, Inc. prior to its arrival at the site and which make it materially more difficult than anticipated to perform the work.
  - (v) By either Twin Ports Testing II, Inc. or Client by mutual written agreement.
- (b) In the event the Agreement is terminated by either party, Twin Ports Testing II, Inc. shall be paid for all work performed prior to the termination date set forth in the notice.

## **10. DATA PRACTICES**

- (a) The parties hereto acknowledge that this agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. To the extent required under that Chapter, Twin Ports Testing II, Inc. shall comply with all reasonable requests made by the Town to respond to any data practices request.
- (b) To the extent required by law, Twin Ports Testing II, Inc. shall comply with any requests made by the Town, the State Auditor, or the Legislative auditor to review its corporate information. This duty shall survive 6 years beyond the termination or expiration of this Agreement.

## **14. MODIFICATION AND WAIVER**

No purported modification or waiver of any provision of the Agreement shall be binding unless in writing signed by both parties (in the case of modifications). Any waiver shall be limited to the circumstances or events specifically referenced in the writing and shall not be deemed a waiver of any other provision hereof or of the same circumstance or event upon any recurrence thereof.

## **15. SEVERABILITY**

If any part of the Agreement is determined by a court of last resort, or a lower court if no appeal is taken, to be unlawful, invalid, or otherwise unenforceable, the balance of the Agreement shall remain in full force and effect, and the offending provision shall be deemed amended to the extent necessary to conform to the law.

## **16. SECTION HEADINGS**

The headings or titles in the Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of the Agreement.

## **17. SURVIVAL**

All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Client and Twin Ports Testing II, Inc. shall survive the completion of services and the termination of the Agreement.

**18. CHOICE OF LAW**

The Agreement shall be governed by the laws of the State of Minnesota and any proceedings involving this Agreement, its enforcement, construction or otherwise shall be venued in Duluth, Minnesota.



Service Agreement  
Agreement for Consulting Services between Visions for Learning, LLC  
Tax ID# 82-1032068 and Myers Wilkens Elementary School

Client:

Elisa Maldonado, Principal  
Myers Wilkens Elementary School  
1027 N. 8<sup>th</sup> Avenue East  
Duluth, MN 55805

Description of Services:

This agreement is to provide long term Professional Development to the Elementary teachers in literacy to help increase student achievement.

Dates:

September 20 & 21, 2017  
October 26, 2017  
December 7, 2017  
January 17 & 18, 2018  
March 7 & 8, 2018  
May 2 & 3, 2018

Total Costs and Conditions:

Total fee (includes expenses): \$2,400.00 per day  
Total costs: \$24,000

Snow Days: If consultant is in town and a snow day occurs payment in full is required.  
Based on availability consultant will reschedule.

Option for Online Meetings:

November 7 & 8, 2017  
April TBD 2018

Total Costs and Conditions:

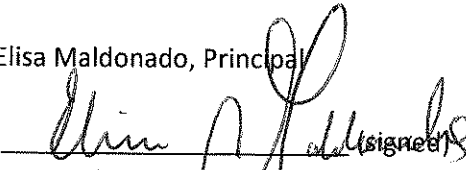
Total fee (includes expenses): \$75.00 per hour  
Total costs: TBD

Payment terms: Payment totaling amount above is due on last day of services rendered.  
Cancellation Terms: Either party has the right to cancel this contract for good cause only, 30 days prior to, with written notice.

Elisa Brente, President

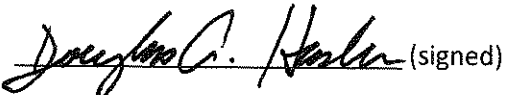
Elisa Maldonado, Principal

Elisa Brente

 (signed)  
8/3/17 (date)

7/18/2017

Douglas A. Hasler, CFO

 (signed)  
July 28, 2017 (date)

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of July, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Monica Bruning, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 15th, and shall remain in effect until December 31st 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 District requests assistance in developing and writing one (1) Bush Foundation Community Innovation Grant. Consultant will assist District with: (a) developing application for Initial Review and Finalist Review; (b) writing responses to narrative questions and drafting the budget with consultation; (c) completing additional forms required for submission; (d) submitting application on Community Innovation page; (e) interpreting Bush Foundation Community Innovation Grants (CIG) 2016 competition guidelines and (f) attending proposal development-related meetings.

Client and Consultant will begin work on the project as soon as a Professional Services Contract is signed by both parties. Anticipated project duration is between six and nine weeks, ending on or about Friday August 25, 2017 -- upon completion of the initial submission.

It is the Client's responsibility to respond in a timely manner to requests for data, information and decisions related to the development of the proposal. If Client does not respond to these requests in a timely fashion, Consultant will be unable to complete a competitive proposal by the application deadline.

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 \$2500. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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, or to seek other damages.

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

8. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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 Tom Albright, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Monica Bruning, 6184 Fox Point Road, Duluth, MN 55803

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 without regard to conflict of laws considerations.

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

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

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

15. **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.

16. **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.

17. **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.

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

<u>District Employee</u>	<u>Position</u>
Doug Hasler	Director of Business Services

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

<u>District Employee</u>	<u>Position</u>
Tom Albright	Community Schools Coordinator

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

By Monica Brumby

Clerk

Proprietor  
Title

Program Director

Taxpayer Identification Number

Director of Business Service



RATE & SERVICE CONFIRMATION LETTER

Manpower July 1, 2017  
Independent School District 709  
215 N. 1<sup>st</sup> Ave E  
DULUTH, MINNESOTA, 55802

Dear Bart,

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

As discussed, Manpower will recruit, interview, screen and assign to you our employee associates who, through our proven process and expertise, are the best qualified candidate to perform the work described below. We will also maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our associates with respect to the compensation that we have agreed to pay; and removing any assigned associate at your request for any lawful reason. In the event specific assignments require background checks, drug screening or other testing, you will reimburse us at the actual cost for the testing. You will also only request testing equivalent to what you would require of your own full-time employees in that respective position.

Manpower expects you to take responsibility for directing and controlling the work performed by our associates. We also expect you to provide all associates with a safe worksite that is free from harassment and to provide information, training and safety equipment with respect to any hazardous substances or conditions to which associates may be exposed at the worksite. Because you control the facilities in which our associates work, it is agreed that you will be primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations, to the extent those laws apply to our associates working at your facilities. Manpower will, at your request, instruct our associates on general safety matters in accordance with information that you provide to us. Additionally, you also agree to document all hours worked, approve and submit *electronic timesheets or paper time sheets by exception*, to us in a timely manner. In the event there are substantial changes to the agreed assignment duties, you will notify us immediately.

Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. You agree to remit the negotiated Bill Rate for all hours worked, including negotiated overtime bill rates for hours worked in excess of forty (40) hours during an agreed pay period. Manpower will invoice you weekly. Payment will be due upon receipt of invoice. In the event there is a governmental mandated requirement to increase wages or employer payroll burdens, you agree to accept and remit payment for such additional costs incurred by us from the effective date to the expiration date of this agreement.

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

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

Job Description	Location
Computer Programmer	Duluth, Minnesota

\* If the parties decide to change information contained within this letter, for example, adding or deleting jobs or locations, they must notify the Manpower office in writing reflecting the intended change. Manpower may choose not to provide an Assigned Employee or candidate for any reason.

Straight Time Bill Rate
\$41.72 Bill Rate Per Hour
(Based on hourly pay rate of \$28.00)

\*The above Rates are comprised in part and subject to the following costs associated with Manpower's government mandated employer obligations: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

If during the term of this Agreement and for six (6) months thereafter, you solicit or hire away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Agreement, or permit any Assigned Employee to transfer to another entity's payroll in order to perform work for you or at your facilities, you shall pay Manpower a direct hiring conversion fee. Such conversion fee will be based upon and equivalent to the Permanent Placement fee of the placed Candidate's annual salary and will be prorated based on the length of time the Assigned Employee is on assignment as referenced below:

Time on Assignment	Prorated Fee Schedule
0 to 240 Hours	NO FEE

241 to 480 Hours	NO FEE
481 to 720 Hours	NO FEE
721 + Hours	NO FEE

\*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

Finally, we can perform the following background checks and tests for temporary employees assigned to you, if required:

Check or Test	Specific Requirements, If Any	Cost
Criminal Record Check		\$25.00 per employee.
Driving Record Check		\$15.00 per employee.
Drug Tests		\$35.00 per employee.
Credit Check		\$40.00 per employee.
Education Verification		\$15.00 per employee.
Health Compliance		\$ per employee.
Other		\$ per employee.

Once again, thank you for your business. We look forward to providing you with solutions to help you succeed in the changing world of work.

Sincerely,

ManpowerGroup US Inc.  
Branch Manager

<b>ACKNOWLEDGED AND ACCEPTED:</b>	
Client	
By:	<i>Douglas A. Hasler</i>
Printed Name/Title:	Douglas A. Hasler / CFO
Date:	7/14/17



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DULUTH PUBLIC SCHOOLS – ISD 709  
&  
DULUTH COMMUNITY  
SCHOOL COLLABORATIVE  
AUGUST 1<sup>ST</sup> 2017**

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This is an agreement between Duluth Public Schools, hereinafter called “DPS” and the Duluth Community School Collaborative, hereinafter called “DCSC”.

**I. PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the functioning of FSCS in Duluth MN. DPS and DCSC recognize the success of FSCS (FSCS) relies upon strong partnership and collaboration among school districts, governments, nonprofits, community organizations and businesses. To this end, DCSC and DPS are committed to creating and supporting a shared vision, common goals and a clear communication structure.

In particular, this MOU is intended to: establish the role of DCSC and DPS over time as they work together to support FSCS in Duluth. The Collaborative and its partners will provide a comprehensive set of community and educational supports from cradle to career for DPS students and their families. DCSC desires to work with DPS to lead the implementation with school leaders, teachers, parents, students, businesses, governmental agencies, not-for-profit organizations and local community leaders of Duluth. This MOU contains a detailed description of each party’s roles and responsibilities.

**II. SHARED VISION**

DPS and DCSC believe that a community-wide scaffold of supports for students and families focused on intellectual and socio-emotional skill building, educational achievement, and life-skills development will result in shared ownership for children’s success in school and in the community. Strong partnerships among educators, health and human service providers, and businesses inspire high levels of parent and student engagement which is vital to transforming every school into a high performing learning environment.

**III. AGENCY BACKGROUND**

DCSC is a 501(c)(3) organization whose mission is to foster strong partnerships that expand opportunities for positive youth development and school, family, and community involvement promoting lifelong learning and appreciations of our diversity. The Collaborative’s purpose is to assure that FSCS support school leaders, teachers, students and families to have access to resources that assist them in achieving consistent academic success. The primary objective is a “tightly woven safety net” providing a wide variety of integrated supports that ensure every child has the opportunity to achieve their full potential from birth to college/career readiness.

**IV. DCSC RESPONSIBILITIES**

DCSC commits to work with DPS and to build a network of support built upon data-driven decision making and intended to improve attendance and academic performance in Duluth Public Schools.

DCSC shall undertake the following activities:

1. Provide staff and establish ongoing funding for the Collaborative.
2. Build a community-wide scaffold of supports and strong partnerships of mutual expectation with educational providers.
3. Engage families and the community in driving education transformation.
4. Incorporate proven strategies and continually evaluate results.
5. Guide the planning and implantation of FSCS.
6. Coordinate participants, volunteers and meetings.
7. Assist in implementing supportive policies and practices.
8. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes.
9. Establish diverse, sustainable funding and resource development.
10. Remain focused on whole family; student and school based supportive policies and best practices.

11. Lead community engagement efforts throughout the process.
12. Support professional development of Board Members, staff, teachers and community partners.
13. Employ Site Coordinators for designated sites.
14. Involve principals in the hiring and annual performance evaluation of the Site Coordinators.
15. Participate in stakeholder meetings and activities.
16. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.
17. Ensure the DCSC Executive Director attend supervisory meetings.
18. Keep all DCSC partners informed of activities and any changes that may impact service delivery.
19. Provide support, supervision and coaching of the Site Coordinator.
20. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
21. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
22. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
23. Ensure proper background checks have been completed.
24. Integrate DCSC mission and communication of DCSC activities through board meetings, newsletters, and other related outreach.
25. Provide current financial audit annually.
26. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information in compliance with the requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement,

DPS understands that DCSC's primary mission is to eliminate barriers and increase access to support enrichment opportunities for children and families who are enrolled in a DCSC school and the scaling up of the Collaborative will be designed to carry out that mission. DCSC does not guarantee specific results. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

## **V. DPS RESPONSIBILITIES**

DPS recognizes that Myers-Wilkins Elementary School, Lincoln Park Middle School and Denfeld High School are home to diverse families; we have significant educational, employment, and health disparities in our schools and community based on racial, ethnic, and economic backgrounds; and our goal is to work together to create equitable educational opportunities. Therefore, these are the priority schools to be FSCS.

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools community schools.
2. Employ a Community Schools Coordinator who helps facilitate the growth of the Full Service Community School model.
3. Work with DCSC to use braided funding to ensure that a full time Site Coordinator is employed at each community school.
4. DPS agrees to designate a senior staff member from administration and the principal's (or his/her designees) to the Board of Directors for the DCSC.
5. DPS commits to organize internal meetings at the school to engage teachers, administrators and staff in the FSCS model.
6. It also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. It agrees to continue to implement the FSCS model and to work with DCSC to plan a continuum of solutions designed to significantly improve educational outcomes.
7. DPS agrees to inform DCSC regarding the Improvement Plans for individual community schools so that it may be included in the planning process
8. Partner with DCSC in the design and delivery of FSCS.

9. Support and facilitate collaborative grant writing opportunities that enhance DCSC activities.
10. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.

## **VI. LEADERSHIP ROLES AND RESPONSIBILITIES**

The school Principals, Site Coordinators, and Community School Coordinator will champion the community school strategy in the spirit of collaboration, shared vision and goals with a focus on common outcomes. They will integrate the community school strategy into the school vision and school improvement plan.

### ***School Principal(s) Responsibility:***

1. Provide leadership which supports integration of community services into the culture of school.
2. Participate in hiring, support and performance evaluation of Site Coordinator.
3. Serve on the DCSC Board.
4. Ensure student assistance process reflects full integration of the community school partners and develop a clear communication and confidentiality process.
5. Participate in Site Leadership Team meetings and activities.
6. Support integration of Site Coordinators through use of identified school resources (i.e. phones, computers, copiers, and appropriate curriculum support).
7. Provide reasonable space for the Site Coordinator and program activities that support the goals of a full service community school.
8. Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
9. Assist with provision of data when needed.
10. Agree to share appropriate information with DCSC staff to maximize student success. (Ensure proper releases are secured.)
11. Notify Site Coordinators and partners of grants that impact the full service community school model.
12. Participate in collaborative grant writing opportunities that enhance program activities and the integration of the full service community school model.

Community School Principals will serve as full members on the DCSC Board.

### ***Community School Site Coordinator(s)***

The following schools will have a full time Site Coordinator in the academic year 2017-2018:

- Myers-Wilkins Elementary- Position employed and funded by DCSC
- Lincoln Park Middle School- Position employed by DPS and funded through the school
- Denfeld High School-Position employed by DCSC and funded by DPS and the school

The Community School Site Coordinator will be responsible for supporting the FSCS model at his or her site. The Site Coordinator will work in partnership with the Site-based Leadership Team, under the direction of DCSC Executive Director and in collaboration with the school Principal to build a community of success. The Site Coordinator will work closely with students, school staff, families and community partners to facilitate connections, coordinate programs, ensure integration of school-community services and alignment of services with the goals and objectives of the DCSC and the Site-based Leadership Team's vision and mission.

### ***The essential duties and responsibilities:***

1. Support the alignment and successful implementation of a community school in partnership with the Site Leadership Team and based on the Site Plan.
2. Communicate FSCS' philosophy and programs to all stakeholders.
3. Coordinate and supervise Out-of-School Time (OST), summer programming and services provided by community agency partners at the school.
4. Work with members of the Site Leadership Team to provide publicity and promotion of community schools, DCSC events and programs.
5. Partner with school staff to identify opportunities for community school programming to integrate, support, and reinforce teaching and learning during the school day.
6. Coordinate Site Team, Planning Committee and Service Provider meetings.
7. Participate in community committees and meetings that increase community engagement efforts.
8. Establish, maintain, and expand connections with community and other like-minded organizations, individuals

and agencies.

9. Attend all DCSC Board meetings and work closely with board members to ensure alignment of DCSC services with mission, goals, and objectives.
10. In collaboration with school staff, identify and facilitate parent leadership opportunities.
11. Conduct ongoing resource mapping and needs assessments, in collaboration with school Principal and site team.
12. Research, analyze and synthesize relevant data to provide suggestions for programmatic decisions maintaining a lens for access, equity and increase student achievement.
13. Participating as key member of the school faculty and staff team. This includes serving on relevant committees (ie. School Improvement Team, PTA) and supporting the Principal with his or her strategic vision for their school.
14. Attend meetings and professional development as required.

Supervision of Site Coordinators will be shared between the Executive Director of DCSC and the school Principal. Annual evaluations will be completed in collaboration between the school principal and the Executive Director of the DCSC. Each Site Coordinator will serve as an Ex-officio on the DCSC Board.

#### ***Community School Coordinator:***

The Community School Coordinator is employed by DPS and helps to facilitate the growth of the full service community school model in collaboration with the DCSC. The coordinator develops and sustains strategic partnerships with business, community, and higher education. These partnerships are necessary in order to meet the wellness needs of students while simultaneously providing enrichment opportunities aimed at on-time graduation with a career and college readiness plan.

#### ***The essential duties and responsibilities:***

1. Coordinate outreach to develop volunteer and community agency support for FSCS.
2. Prioritize goals and identify evidence-based programming in collaboration with DCSC board, staff, and other stakeholders.
3. Write and support the completion of grants to fund full service community school programming, civic engagement, and other relevant programs.
4. Develop policies and procedures to aggregate and analyze data on the effectiveness of full service community school programming. Facilitate analysis of FSCS.
5. Align full service community school programming and resources across school sites in partnership with Site Coordinators, Principals and DCSC Executive Director.
6. Integrate resources into full service community school sites through enhanced or new partnerships with businesses, nonprofits, civic organizations, and other public entities.
7. Inform community members about FSCS through public presentations, newsletters, press generation, and other communication.
8. Attend state and national conferences, review research, and participate in associations to stay informed on policy and funding trends regarding FSCS and civic engagement.
9. Deliver or facilitate training and education to district staff regarding FSCS, civic engagement, and other relevant topics.
10. Develop programs which support youth leadership through service learning and civic engagement.
11. Support the implementation of career and college readiness programming by working with district staff to identify enrichment curriculum for during or after school.
12. Collaborate with district staff and community stakeholders to create experiential career programs for students to explore or develop post high school pathways.
13. Facilitate the expansion of the full service community school model to new sites within the Denfeld feeder schools by working with principals, families, and community stakeholders to develop focus groups and complete a needs assessment.

The Community School Coordinator is an employee of DPS and therefore is directly supervised by DPS Administration. The Community School Coordinator will work closely with the DCSC Board to establish priorities and develop support for the FSCS model. The Community School Coordinator will serve as an Ex-officio on the DCSC Board.

## **VII. FUNDING**

DCSC and DPS together will employ a full-time Community School Site Coordinator at each community school in the academic year 2017-2018:

This MOU does include the reimbursement of funds between the parties for the following position:

**2017-2018 Site Coordinator at Denfeld High School**

**Payment:** in consideration of the performance of DCSC of their obligations pursuant to this Agreement. DPS hereby agrees to Contract with DCSC to employ a Site Coordinator at Denfeld High School for a sum of \$50,000.

**Background Check.** Provided DCSC and or DCSC staff will be working independently with students. Contractor is subject to compliance with the District's policy on said background checks. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

**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.

**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.

**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.

**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.

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

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

**Worker's Compensation Insurance:** DCSC must provide Worker's Compensation insurance for all its employees and in case any work is subcontracted. DCSC 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:** DCSC is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death and or 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.

DPSC will provide DPS with a certificate of insurance evidencing the following limits of liability within their property/casualty insurance program:

Workers Compensation (Employers Liability)

•Bodily Injury by Accident	Each Accident	\$1,000,000
•Bodily Injury by Disease	Per Policy	\$1,000,000
•Bodily Injury by Disease	Each Employee	\$1,000,000



## **FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT**

### **July 2017**

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

- In the past month the Facilities maintenance crews have completed 220 work orders, and are currently working on 739 open work orders.
- Facilities maintenance trade crews are currently scheduled at Piedmont.
- Several tours were given at Nettleton and the CHS site to potential buyers.
- As per attached documents, the District has received the official Energy Star documentation for EHS and Denfeld. These certifications validate many processes that occurred in years past to include mechanical equipment standards set by Facilities staff and design professionals, actual bid package documents, proper installation and set-up of energy consuming equipment by contractors, proper construction observation, proper commissioning of all energy consuming equipment, and finally proper and efficient operation of this equipment in an ongoing manner by District staff.
- Next month, Facilities management will present an “Energy Use Report”, which identifies district-wide energy consumed in 2007 prior to the LRFP, and compares it to energy consumed in 2017. This information will be broken down by total cost, cost per square foot, energy cost per unit, weather normalized. The report will also show how we compare to other school districts statewide.
- Efforts will be taken to start updating job descriptions for Facilities Management trades and operations positions; most position descriptions haven’t been updated since 1990.

#### **Capital Construction:**

- The District received approval this month from the MDE Commissioner, approving our 10 Year LTFM plan, along with approving the construction and modifications planned for the Rockridge site.
- Refinement of the project scope at Rockridge is occurring in conjunction with ARI and Krause Anderson, the GC for the project. The required amendment or modification of the Regulating Plan, as related to current Rockridge site zoning classification, will be heard at the Planning Commission August 8<sup>th</sup>, and City Counsel August 14<sup>th</sup> and 28<sup>th</sup>. Once that process is complete and if successful, we will have all documents needed to proceed.
- HOCHS parking lot is complete except for several punch list items.

- The Playground Rubber Mulch Replacement project is underway, with MacArthur, Lester Park, Homecroft, and Lakewood in progress at this time.
- The Stowe playground reconstruction project has begun, with completion scheduled for the third week in August.

### **Building Operations**

- Operations staff continues deep cleaning to get our schools ready for students and staff. The district-wide floor crew has been on schedule to refinish all of the elementary gym floors. Operations staff at Lakewood has been moved elsewhere in the district to allow for maximum energy savings at that site. Homecroft Elementary will quickly follow suit.
- The Engineer position at Lakewood Elementary has been filled by a qualified internal candidate. This has opened up a Fireperson II position at Denfeld to fill.
- Facilities Operations continues to move forward with further implementing a Hillyard cleaning program in our schools. Sites such as Denfeld High School, Ordean East Middle School, and Congdon Elementary are fully operating with this program. Sites such as Piedmont Elementary, Lester Park Elementary, and Lowell Elementary are in the process of measuring and analyzing to be converted this school year. This newly adopted cleaning program standardizes cleaning equipment, cleaning chemicals, and cleaning processes and trainings throughout the district. It has proven to clean more effectively and efficiently as well as be more effective in labor and supply costs. This program has helped us reach daily cleaning of entire schools instead of every other day, which the district has practiced for some time.

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

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

- Spare fire extinguishers were replaced and recharged at Laura Mac and Denfeld.
- Asbestos Inspector Refresher class was completed and passed as required for AHERA.
- Visited Wayzata to review a safety software program to enhance work comp reporting and training for the district.
- Asbestos refresher for operations/maintenance is scheduled for August 10th.
- Began sprinkler inspections, near completion.
- Completed fire alarm inspections.

#### **Emergency Response**

- ERCM classroom guides were reviewed, modified and sent out for print. The guides were modified to potentially reuse next year if there are no changes.

## **Health, Safety & Environmental Management** (cont'd)

### **Workers' Compensation Activities**

- The modification factor (MOD Factor) which affects our rates for a three year period has decreased from 1.27 to 1.15. 1.0 is the industry average. The experience MOD Factor adjusts an employer's workers' compensation premium to reflect the difference between the employer's loss experience and the average experience that is expected for its classification and size. The Experience Rating places an emphasis on the number (frequency) of claims and (to a lesser extent) the severity of workplace accidents based on the three years prior to the last completed year ( i.e. The MOD Factor for 2017 is based on 2013-2015). If an employer has better experience than is expected for an average employer in the same industry with the similar payroll, the employer receives a premium credit. On the other hand, if the employer's experience is worse than the comparable average, the employer receives a premium debit.
- OSHA recordable injuries for the month: 0 First report of injuries: 4