

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Monday, October 9, 2017
 UnitedHealth Group Building
 4316 Rice Lake Road
 Suite 108
 Duluth, MN 55811
 4:30 PM

1. Financial Report

A. Financial Report - Financial statements only (Cash Flow report will resume later this year)

Will be available in the final print

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

C. Budget Revisions

Will be available in the final print

D. Wire Transfers

4

E. Investment Transactions

5

F. APU Projections

6

G. Fundraisers

7

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

A. Bids - None

B. RFPs - None

C. Quotes - None

3. Policies and Regulations - None

4. Contracts, Change Orders, and Leases

A. Contracts

1) K.E.Y. Zone - YMCA

8

Attached is a contract with the YMCA to support K.E.Y. Zone before and after school programs at nine elementary school sites for the 2017-18 school year in the approximate amount of \$815,000.00. The funding for the program will come from money collected from participants.

Recommendation: It is recommended that the Duluth School Board approve the contract with the YMCA for K.E.Y. Zone services.

B. Change Orders

1) Final Change Order #1 - Bid 1259 - Stowe Elementary Playground Improvements - A Plus Landscaping

14

The work is complete, and the attached change order summarizes changes resulting in a contract net deduct of \$838.00.

Recommendation: It is recommended that the Duluth Public School Board approve this change order as listed above, deducting \$830.00 from the original contract sum of \$310,761.00, resulting in a new contract amount of \$309,931.00.

2) Change Order #2 for RFP #306 – Removal of Rubber Mulch from Playgrounds for SAS+ Associates Phase II - postpone definitely until the October School Board meeting 16

Recommendation: It is recommended that the Duluth School Board postpone definitely this change order until the November School Board meeting.

3) **PLACEHOLDER - Other Change Orders**

C. Leases

1) **PLACEHOLDER - The Hills (formerly Woodland Hills) Lease**

5. Resolutions

A. B-10-17-XXXX - Acceptance of Donations 21

Recommendation: It is recommended that the Duluth School Board approve Resolution B-10-17-XXXX.

B. B-10-17-XXXX - Transition to Paperless Process Using BoardBook 22

Recommendation: It is recommended that the Duluth School Board approve Resolution B-10-17-XXXX.

C. **PLACEHOLDER - Extend the Sale Date for Bonds Series 2017A Beyond October 31, 2017.**

D. **PLACEHOLDER - Extend the Sale Date for Bonds Series 2017B Beyond October 31, 2017.**

E. **PLACEHOLDER - Providing for the Issuance, Sale and Delivery of Taxable General Obligation Facilities Maintenance Bonds, Series 2017A**

F. **PLACEHOLDER - Providing for the Issuance, Sale and Delivery of Taxable General Obligation Capital Facilities Bonds, Series 2017B**

G. **PLACEHOLDER - Sale of Property**

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

A. Expenditure Contracts 23

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

B. Revenue Contracts 77

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

C. No Cost Contracts 94

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

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report 96

7. Future Items

- A. Change Order #2 for RFP #306 - Removal of Rubber Mulch from Playgrounds for SAS+ Associates Phase II (November)
- B. Final Levy Approval (December)
- C. FY 2016-17 Audit Results (December)
- D. Policy Updates

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 08/31/2017

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
08/11/2017	V106466	CITISTREET FOR MSRS	112,086.31
08/11/2017	V106637	EBC - FLEX EFT	11,443.39
08/11/2017	V106636	EBC - TSA EFT	90,578.47
08/11/2017	V102915	FEDERAL 941 PR TAXES	519,265.18
08/11/2017	V107231	HARBOR POINTE CREDIT UNION	7,796.00
08/11/2017	V108066	MG TRUST	88,860.89
08/11/2017	V05173	MN CHILD SUPPORT EFT	1,508.97
08/11/2017	V108320	MN DEPT OF REVENUE EFT	468.21
08/11/2017	V102916	MN STATE PR TAXES	85,884.76
08/11/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	44,819.23
08/11/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	265,798.04
08/11/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,332,457.50
08/22/2017	V06645	MEDICA HEALTH PLAN (EFT)	179,474.20
08/22/2017	V106638	PEIP - HLTH EFT	1,246,815.56
08/22/2017	V80030	DELTA DENTAL PLAN OF MN(EFT)	68,508.10
08/22/2017	V104923	HARRIS BANK	16,912.04
08/22/2017	V05246	MN UI FUND EFT	2,518.85
08/25/2017	V106737	ASSOCIATED BANK (EFT)	735,542.51
08/25/2017	V106466	CITISTREET FOR MSRS	5,108.98
08/25/2017	V106637	EBC - FLEX EFT	11,443.35
08/25/2017	V106636	EBC - TSA EFT	64,459.22
08/25/2017	V102915	FEDERAL 941 PR TAXES	522,276.57
08/25/2017	V107231	HARBOR POINTE CREDIT UNION	7,746.00
08/25/2017	V108066	MG TRUST	86,999.81
08/25/2017	V05173	MN CHILD SUPPORT EFT	1,508.97
08/25/2017	V108320	MN DEPT OF REVENUE EFT	297.84
08/25/2017	V102916	MN STATE PR TAXES	86,508.98
08/25/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	48,456.58
08/25/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	262,220.18
08/25/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,341,522.84
			<u>7,249,287.53</u>

**ISD 709 - Duluth Public Schools
 GF Investment Activity for FY 2018
 As of August 31, 2017**

Beginning Investment Balance (July 31, 2017) \$ 6,168,397.04

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>
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Total Purchases \$ -

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>
8/1/2017	MN Trust Term Series	MNT	8/1/2017	1.02%

\$ 3,000,000.00

Total Maturities \$ 3,000,000.00

Other items:

Add: Money Market Funds Interest (June) \$ 47.01
 Beginning Value Adjustment
 Other Interest/Cash Balance on Account (Reverse)

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

Total Other \$ 47.01

Ending Investment Balance (August 31, 2017) \$ 3,168,444.05

Note: Ending Investment Balance as of August 31, 2016 was \$10,076,829.61

Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2018
October 2017

October Enrollment

Grade Levels

	Oct Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	PRELIM EOY APU 1617
KG	602.44	0.9893875884012	596.05	1.00	596.05	546.30
HK	67	1.1774126984127	78.89	1.00	78.89	59.85
Gr 1-3	1863	0.9875716113784	1839.85	1.00	1839.85	1923.05
Gr 4-6	1835	0.9800653448615	1798.42	1.00	1798.42	1719.53
Gr 7-8	1203.45	0.9726570536804	1170.54	1.20	1404.65	1341.90
Gr 9-12	2803.95	0.9085047903313	2547.40	1.20	3056.88	3088.69
Sub-Total	8374.84				8774.73	8679.32

Other APU Generators

	Oct Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
Early Childhood	208	0.485653298	101.02	1.000	101.02	94.68

Early Childhood Details

	Final Count	Oct 1 Count	Final PU
14-15	371	185	93.34
15-16	367	186	86.97
16-17	384	186	90.54
17-18*			101.02

Resident Tuition**

Resident Tuition Details

	Total APU	
14-15	32.9	31.67
15-16	35.28	
16-17	26.82	
17-18*	31.67	
Total		

ALC**

ALC Details

	Total APU	
14-15	278.11	258.81
15-16	260.40	
16-17	237.91	
17-18*	258.81	
Total		

Projected Total APU

Budgeted APU

Net

** Projected*

8875.75	8774.00
8811.40	
64.35	

** Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

EOY: End of Year

Fundraisers for September 2017

School	Organization	Function
Area Learning Center	Vending - Student Council	Vending Machines 2017-18 School Year
Area Learning Center	T12	Shiny Paper - Verso
East	East Girls Soccer	Golf Outing/Scramble
Lincoln Park	6th Grade Team	Water Bottle Sales
Lincoln Park	Knowledge Bowl	Candle sales
Stowe	5th Grade Wolf Ridge Trip	Tupperware

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and The Duluth Area Family YMCA, hereinafter called Duluth Y.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby the Duluth Y will provide programs or services in partnership with 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 1, 2017, and shall remain in effect until June 30, 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.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School
Lester Park Elementary School
Laura MacArthur Elementary School
Congdon Park Elementary School
Congdon KEY Zone at the Downtown Y
Homecroft Elementary School
Lakewood Elementary School
Stowe Elementary School
Piedmont Elementary School
Myers-Wilkins Elementary School

Duluth Y and District program site coordinators will comply with their respective organization's purchasing policies.

Addendum 1- Staffing Design Model

3. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y 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 Duluth Y of its obligations pursuant to this Agreement, District hereby agrees to reimburse Duluth Y for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 12% administrative fee. The administrative fee of 12% will be based on the expenses submitted in each invoice. Total invoices shall not exceed projected budget. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The Director of Community Education will review and sign off on all invoices prior to reimbursement.

Addendum 2 - Projected budget.

At the end of the fiscal year for the District – June 30, 2018, the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 12% overhead charge. Duluth Y is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Invoices will be submitted to the district on a monthly basis.
 - b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y;
 - c. Final payment after programs are audited will occur no later than September 15, 2018.
 - d. 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 the Duluth Y for any expense claimed by Duluth Y 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 Duluth Y. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Duluth Y 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 Duluth Y has provided, prepared, or utilized in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.
8. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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. **Notices.** All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care of Jay Roesler, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Tracie Clanaugh, Duluth YMCA, 302 W. 1st Street, Duluth, MN 55802.
10. **Assignment.** Neither party shall 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 other party.
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 (60) days written notice to the other party as provided for in this Agreement.
15. **Data Practices.** Duluth Y 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.** Duluth Y shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Duluth Y shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Duluth Y must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Duluth Y 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: Duluth Y is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Duluth Y whether the operations are by the Duluth Y or subcontractor or by anyone directly or indirectly employed under the contract.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

School Board Chair

Title

School Board Clerk

Title

CFO, Executive Director of Business Service

Taxpayer Identification Number

Key Zone Staffing Design

Duluth Public School Community Education Director and YMCA Community Services Director: Directors will provide leadership and direction to all programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Program Co-Directors: The Directors oversee all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program and evaluation databases, participant attendance and activity records, tracks reimbursements, in-kind expenses, volunteer time, and records minutes from all meetings. The Project Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the nine sites has a full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all staff including Family Liaisons, AmeriCorps Members and OST staff and instructors.

AmeriCorps Members: Thirteen members will be placed to provide academic enrichment, youth development, homework help and service learning. Members will serve approximately 10-15 hours per week with the program during the school year and approximately 8 members will spend 30-35 hours per week during the summer.

Youth Specialists/Club Instructors: Each site has instructors who teach during the Enrichment Clubs. Liaisons work with all community –based instructors to design appropriate lesson plans and oversee implementation and outcomes. Staff who instruct receive training in child development instructional strategies, building safety, interventions and implementation methods. The number of instructors needed per site depends on the number of children enrolled with a goal of a 1:15 staff; student ratio.

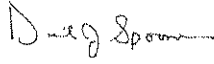
Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in public spaces.

Student-to-staff ratios: 1:15 ratio in all activities not including volunteers.

Object Description	Fund	KeyZone
		FY 2018
		Budget
Fees from Patrons		1,256,000.00
Misc Revenue Local		90,500.00
Total Revenues		1,346,500.00
	w	
04-570-xxx-321-272- Expenses		
LIC SAL-HRLY, CLASSRM SUPPORT	114302	-
NON-LIC SAL, INSTR SUPPORT	114400	32,004.00
NONINSTR SUPPORT SALARY	117000	146,572.00
CLASSIFIED SUPPORT, HRLY SALARY	117002	64,500.00
STIPEND SALARY-LICENSED/CERT	118500	2,500.00
OVERTIME, SHIFT DIFFERENTIAL	118501	100
CERT TCHR SUMMER SCHOOL	118502	9,500.00
OVERTIME, SHIFT DIFFERENTIAL	118601	-
SEVERANCE PAY	119100	-
Subtotal		255,176.00
FICA/MEDICARE	121000	19,523.00
PERA	121400	18,427.00
CERTIFIED STAFF RETIREMENT	121800	713
HEALTH INSURANCE PRIMARY	122000	74,536.00
LIFE INSURANCE	123000	693
DENTAL INSURANCE	123500	1,855.00
LONG TERM DISABILITY INSURANCE	124000	467
HRA HLTH REIMB ARRANGEMENT	125100	18,000.00
WORKERS COMPENSATION	127000	2,302.00
UNEMPLOYMENT COMPENSATION	128000	672
OTHER EMPLOYEE BENEFITS	129900	-
Subtotal		137,188.00
OTHER CONTRACTED SERVICES	130500	815,000.00
COMMUNIC SVCS-PHONE, I-NET	132000	-
TRANSPORTATION CHRGBACKS	136500	10,100.00
AIRFARE	136600	600
MILEAGE	136601	750
REGISTR/LODGING/MEALS	136602	550
ENTRY FEES/STUDENT TRAVEL	136900	1,750.00
RENTALS & LEASES-EQUIPMENT	137000	-
FEES-TUIT, ADMISSION, STUDENT	139400	3,000.00
PRINTING CHARGEBACK	139802	250
GENERAL SUPPLIES	140101	1,000.00
CLASSROOM SUPPLIES	143000	34,200.00
FOOD	149001	27,000.00
TECHNOLOGY EQUIPMENT	155500	-
MISC-TO BE REALLOCATED	189900	-
Subtotal		894,200.00
Expense Totals		1,286,564.00
Net Profit/(Loss)		59,936.00

Memorandum

To: Doug Hasler
School Board Members

From: Dave Spooner 
Manager of Facilities

Date: October 2, 2017

Re: Bid #1259 - Stowe Elementary Playground Improvements – A Plus
Landscaping Change Order #1 (Final)

Bid #1259 - Stowe Elementary Playground Improvements, was approved at the May 2017 School Board Meeting, for a contract sum of \$310,761.00.

The work is complete, and attached is CO #1 that summarizes changes resulting in a contract net deduct of \$830.00.

As a result, the new contract amount for this work is \$309,931.00.

Recommendation:

It is recommended the School Board approve CO #1 as listed above, deducting \$830.00 from the original contract sum of \$310,761.00, resulting in a new contract amount of \$309,931.00.

Enclosure(s)

AIA® Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> ISD 709 Stowe Elementary 715 101st Avenue West Duluth, MN 55808	CHANGE ORDER NUMBER: 001 DATE: September 27, 2017	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> A Plus Landscaping 6150 Old Miller Trunk Highway Saginaw, MN 55779	ARCHITECT'S PROJECT NUMBER: 16412.000 CONTRACT DATE: May 25, 2017 CONTRACT FOR: Playground Grading and Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Additional common excavation on the north side of the playground 120 cy @ \$12/cy = \$1440 add
 Additional sodding and topsoil on the north side of the playground 283 sy @ \$10/sy = \$2830 add
 Change the area drain from 36" diameter to 15" diameter drain = \$900 credit
 Change gate opening from 8' to 12' = \$200 add
 Remove retaining wall work = \$1300 credit
 Concrete ramp adjustments = \$2900 add
 Benches not installed = \$6000 credit

The original Contract Sum was	\$ 310,761.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 310,761.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 830.00
The new Contract Sum including this Change Order will be	\$ 309,931.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is August 25, 2017

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

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


TKDA ARCHITECT <i>(Firm name)</i> 11 East Superior Street, Suite 420 Duluth, MN 55802 ADDRESS BY <i>(Signature)</i> Jon Loye <i>(Typed name)</i> September 27, 2017 DATE	A Plus Landscaping CONTRACTOR <i>(Firm name)</i> 6150 Old Miller Trunk Highway Saginaw, MN 55779 ADDRESS BY <i>(Signature)</i> Rick Toland P.M. <i>(Typed name)</i> 10-2-17 DATE	ISD 709 OWNER <i>(Firm name)</i> 215 North 1st Avenue East Duluth, MN 55802 ADDRESS BY <i>(Signature)</i> <i>(Typed name)</i> DATE
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User Notes: (3B9ADA20)

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: September 5, 2017

Re: SAS+ Associates Phase II – Removal of Rubber Mulch from Playgrounds – RFP #306 – Change Order #2

RFP #306 – Phase II Removal of Rubber Mulch from Playgrounds was approved February 28, 2017, for a not to exceed fee of \$46,500.00. CO #1 was approved June 20, 2017, for a new contract total amount of \$55,950.00 as related to the re-bid process.

However, once work began, it was quickly realized that there were many unknown conditions at all sites. Sites were not constructed as plans showed, and resulted in much more construction observation and design effort to “individualize” the specification and the plan to each site. This condition as well as the fact that this type of work has not been done before with no baseline for the consultant to base fee’s upon has led to the need for CO #2. Further details are attached as related to this change order from our consultant.

Change order #2 to the RFP results in an increase of \$12,475.00, to the previously awarded base bid and CO #1 for a new not to exceed contract total of \$68,425.00.

Recommendation:

I am recommending that the Director of Business Services approve the change order as listed above pertaining to RFP #306 – Removal of Rubber Mulch from Playgrounds. This change order adds \$12,475.00 to the previously awarded base bid plus CO #1 for a new contract sum of \$68,425.00.

Attachments

DATE: 1 September 2017

TO: Doug Hasler, CFO/Director of Business Services
Independent School District #709
730 East Central Entrance
Duluth, MN 55811

FROM: Luke Sydow
SAS+Associates

RE: Request for Amendment #1 to ISD 709 Rubber Mulch Replacement
Additional Professional Services

Mr. Hasler,

Per my conversations with Mr. Spooner on August 31st concerning the status of this project, the need for additional professional design and construction administrative services has become apparent.

The removal and replacement of the rubber mulch within an existing playground is a project filled with unknowns and uncertainties for design and construction administration, as well as the on-site construction of the project. This being a rather unusual project does not have a precedent to calculate the amount hours and anticipated changes needed to provide adequate clarification, document changes, and oversight of the contractor's construction work, all of which has become extensive.

The redesign and rebidding of the project to leave the playground equipment in place rather than removing and reinstalling it, while overall, a less expensive approach for the district, has complicated and slowed construction, and is requiring more on-site meetings and clarification of, and adjustments to, the construction documents beyond what was anticipated.

SAS+Associates' original contract hours were based on a quick design and construction timeline and on anticipated typical construction means and methods. As construction progresses at each individual school site and existing conditions at each school site becomes exposed, changes in design and construction are necessary. The additional on-going, and anticipated need, for more site visits for meetings, site investigations necessary for design clarification, additional clarifications and changes to the design and contractor construction oversight throughout the remainder of the project, exceeds our original proposal.

See below for our proposal for these additional services. Please feel free to call me with any questions regarding the following proposal.

Our proposal is as follows:

Additional work is required due to:

- Additional site investigations, meetings, and contractor oversight.
- Unforeseen/unknown previous construction methods and existing conditions such as:
 - ❑ Drainage material used
 - ❑ Varying sidewalk thickness
 - ❑ Footing depth and required excavation
- Development of additional designs and details identifying RFI options for discussion by Contractor and Owner to identify construction costs, methods, and alternatives based on exposed conditions.
 - ❑ Results will create opportunities to save the district funds, identify construction methods, identify maintenance requirements, etc.

We propose to provide the additional services for this work for the amount of \$12,475.

Upon completion of the additional meetings, details and coordination, the project's regular schedule will be on track for completion in early October.

SAS+Associates does not anticipate any additional services beyond the proposed work outlined above. The services of any supplementary professionals will be considered an additional service and billed accordingly as per our Rate and Expense Sheet.

Deliverables:

- Additional meetings, construction observation, meeting minutes, RFI Plans

We have attempted to describe all tasks and products in this scope of work so there is a clear expectation of SAS+Associates' products and responsibilities. We are ready to proceed with work as soon as authorized.

SAS+ASSOCIATES

Luke W. Sydow, PLA
Owner



SAS+Associate - Hours Estimate

Proposal #	17-035	Project Name	ISD 709 - Additional Services - Proposal
Date	8/30/2017	Client	

TASK DESCRIPTION	Hours Breakdown						SUBTOTAL
	Principle	LA II	LA I	CAD/TECH	ADMIN	CLARICAL	
BASE BID - LANDSCAPE ARCHITECTURE ELEMENTS							
Schematic Design Phase (Completed)							\$ -
Design Development Phase							\$ -
- Permitting (3 meetings, County, DNR, Owner)							\$ -
Plan Preparation							\$ -
- Septic Coordination							\$ -
- Site Plan							\$ -
- Layout Plan							\$ -
- Landscape Plan							\$ -
- Details							\$ -
- Utility Layout Plans - For use by Design Build contractor							\$ -
- Cost Estimates							\$ -
Construction Document Phase							\$ -
Bidding /Negotiation Phase							\$ -
Costruction Phase - Administration of Contract							\$ -
Plan Preparation							\$ -
- Additional Details-		8	8	30	8		\$ 3,670.00
- Contractor Coordination			30	15			\$ 3,225.00
Project Meetings / Partial Day Site Visits		54			18		\$ 5,580.00
							\$ -
							\$ -
* Assumes an Engineer signature will not be required for plan preparation, utilities plans will be signed by contractor (or contractors engineer) at time of permitting.							\$ -
							\$ -
Task Total	0	62	38	45	26	0	\$ 12,475.00

TASK DESCRIPTION	Hours Breakdown - ADDITIONAL SERVICES						SUBTOTAL
	Principle	LA II	LA I	CAD/TECH	ADMIN	CLARICAL	
SITE - LANDSCAPE ARCHITECTURE ELEMENTS							
							\$ -
							\$ -
							\$ -
On Site Visit Per Day If Requested		8					\$ 680.00
							\$ -
							\$ -
							\$ -
							\$ -
Task Total	0	8	0	0	0	0	\$ 680.00

HOURLY RATES	
Principle	\$ 90.00
LA II	\$ 85.00
LA I	\$ 75.00
CAD / TECH	\$ 65.00
Clerical	\$ 55.00
Administrative	\$ 40.00

REIMBURSABLES	Qty	Cost
Copies B/W	\$ 1.00	0 \$ -
Plots B/W	\$ 5.00	0 \$ -
Plots Color	\$ 10.00	0 \$ -
Boards	\$ 15.00	0 \$ -
Mileage	\$ 0.55	0 \$ -

SUMMARY	
Hours Total	
Contingency - 0%	\$ -
Reimbursables	\$ -

Total Reimbursables	\$ -
---------------------	------

Project Total	\$ -
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- SAS+Associates may shift tasks within the hours breakdown but will remain within estimate.



AIA®

Document G701™ – 2001

Change Order

PROJECT: <i>(Name and address)</i> 1258- Rubber Mulch Replacement 215 N. 1st Ave East, Duluth MN	CHANGE ORDER NUMBER: 002	OWNER <input type="checkbox"/>
	DATE: September 5, 2017	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NUMBER: 16140	CONTRACTOR <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> SAS+Associates 219 West First Street, Ste 350 Duluth, MN 55802	CONTRACT DATE: January 24, 2017	FIELD <input type="checkbox"/>
	CONTRACT FOR: Landscape Arch. Services	OTHER <input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

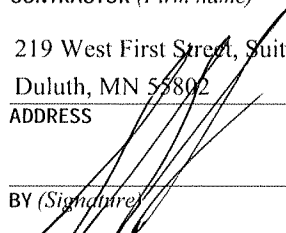
Additional site visits for meetings, site investigations necessary for design clarification, clarifications and changes to the design and contractor construction oversight.

The original (Contract Sum) (Guaranteed M was	\$	46,450
The net change by previously authorized Change Orders	\$	9,500
The (Contract Sum) (Guaranteed M prior to this Change Order was	\$	55,950
The (Contract Sum) (Guaranteed M will be (increased) (by this Change Order in the amount of	\$	12,475
The new (Contract Sum) (Guaranteed N, including this Change Order, will be	\$	68,425
The Contract Time will be (increased) (by	(0)	days.

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

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

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

_____ ARCHITECT <i>(Firm name)</i>	SAS+Associates _____ CONTRACTOR <i>(Firm name)</i>	Independent School District #709 _____ OWNER <i>(Firm name)</i>
_____ ADDRESS	219 West First Street, Suite 350 Duluth, MN 55802 _____ ADDRESS	730 East Central Entrance Duluth, MN 55811 _____ ADDRESS
_____ BY <i>(Signature)</i>	 _____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>
_____ <i>(Typed name)</i>	Luke Syrow _____ <i>(Typed name)</i>	Doug Hasler, CFO/ Dir. of Bus. Serv. _____ <i>(Typed name)</i>
_____ DATE	September 5, 2017 _____ DATE	_____ DATE

RESOLUTION

Transition to Paperless Process Using BoardBook

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, currently utilizes a paper process and BoardBook as an electronic format, for Board related materials; and

WHEREAS, becoming paperless will reduce the use of paper and the cost associated with the Board packets while increasing functionality and efficiency for Board members, district staff and the public;

THEREFORE BE IT RESOLVED, that administration will move forward with the necessary steps for the School Board to begin a paperless process on January 1, 2018.

**Expenditure Contracts Signed
September 2017**

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

Name	Amount	Source	Description
Lisa Mitchell-Krocak	\$2,500.00	Area Learning Center	Restorative Learning training
Staci Gilpin	\$24,000.00	Asst. Superintendent	ELA adoption (Reading Wonders)
Child and Adult Care Food Program	\$25,000.00	Child Nutrition	Provide lunch for YMCA daycare
CSS	\$4,600.00	Curriculum	Enrollment Agreement
Kathy Bogen	\$2,000.00	Denfeld	FSCS site coordinator support
DECC	\$2,700.00	East	2017 Holiday Concert
Dr. Nedra Hazareesingh	\$500.00	East	Professional development sessions
Insoon Han	\$500.00	East	Professional development sessions
Lynn Brice	\$750.00	East	Professional development sessions
AbateTEK Environmental Service	\$24,000.00	Facilities	Asbestos abatement at Rockridge
Arrowhead Consulting	\$7,000.00	Facilities	Asbestos consulting services
Mary Ann Marchel	\$12,000.00	Head Start	Mental health consultant
Phyllis Hauck	\$6,000.00	Special Services	Provide for vision needs of students

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Mitchell-Krocak, 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 9/1/2017, and shall remain in effect until 5/30/2018, 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.**
 - a. Restorative Learning Training Training Area Learning Center staff in a Restorative Learning model. The Area Learning Center has 100% At-Risk students and Ms. Mitchell-Krocak trains staff in how to work with students in a non-punitive method and help them own their behaviors.
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 in performing said obligations up to a sum not to exceed \$ 2,500.00. Contractor is required by Minnesota Statutes, Section 270.66 subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Request for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 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 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. **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.

7. **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 Adrian Norman, ISD 709, Duluth Public Schools, and 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Lisa Mitchell-Krocak 4280 Charles Road, Duluth, MN 55803.
8. **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.
9. **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.
10. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject to the matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
11. **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.
12. **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.
13. **Insurance.** (If applicable)

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

INDEPENDENT SCHOOL DISTRICT NO. 709

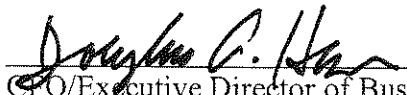
CONTRACTOR



Program Director



Contractor Signature



CFO/Executive Director of Business Services

Taxpayer ID Number

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of September, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin 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 9/15/17, and shall remain in effect until June 30, 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.** (insert programs or services to be performed by contractor)
Provide staff development, coaching and planning support regarding the new ISD 709 ELA adoption (Reading Wonders) and incorporating into a balanced literacy model. Additionally, provide staff development to special education staff on best practice in the area of secondary reading intervention and programming.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$24,000.

\$22,000 ELA Support
\$2,000 Special Ed Staff Development
Rate will be \$75 per hour.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail, 602 Hovland Lane, Duluth, MN 55811.

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

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

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

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

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

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

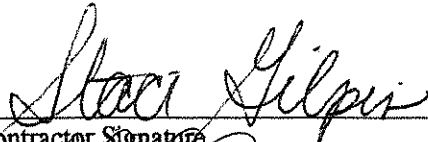
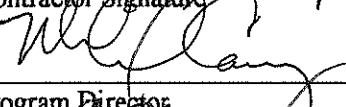

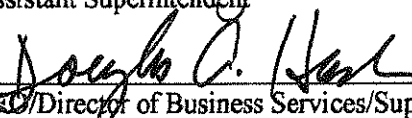
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

 Contractor Signature	SSN/Tax ID Number	9/6/17 Date
 Program Director		9/7/17 Date
 Assistant Superintendent		9/6/17 Date
 CEO/Director of Business Services/Superintendent of Schools		_____ Date

Child and Adult Care Food Program Contract for Vended Meals

A Center that participates in the U.S. Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) must meet CACFP requirements for meals that will be claimed for CACFP reimbursements, as specified in this contract.

I. Purpose and Authority

This contract, between Center: Duluth Area Family YMCA

Center's Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor ID Number:
9000011534

and Vendor: Duluth Public Schools ISD 709

authorizes that Vendor will provide meals to Center in accordance with this contract and federal CACFP regulations at 7 Code of Federal Regulations (CFR) 226, for the period of 09/25/2017 through 08/24/2018.

Vendor will provide the meals to the Center's site(s) listed below, or on an attached list.

Site Name	Address	CLiCS Site Number (if known)
<u>Little Treasurers</u>	<u>1533 W Arrowhead Rd, Duluth MN</u>	<u>9000011534</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Center will notify Vendor with ¹⁵ days' notice of changes to sites.

II. Meals

A. Vendor will provide the following meal types:

- Breakfast
 Lunch
 Snack
 Supper
 Extra Milk
 At-Risk Afterschool Snack
 At-Risk Afterschool Supper

If more than one site, indicate any differences between sites in the meal types provided:

- B. Vendor will provide meals that meet CACFP meal pattern requirements in accordance with 7 CFR 226. Vendor has attached to this contract the menus that were used in solicitation of this contract. Effective October 1, 2017, Vendor will provide meals that meet the revisions to the USDA meal pattern requirements that are effective beginning October 2017. Menus may be adjusted as needed by mutual agreement of the parties. Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meal.

CACFP meal pattern requirements will be revised effective October 1, 2017. The CACFP meal pattern requirements that are effective through September 30, 2017, and the CACFP meal pattern requirements that are effective starting October 1, 2017, are available on the CACFP Centers/Meal Service/Food Service Operations/Meal Patterns webpage (http://education.state.mn.us/MDE/dse/FNS/prog/CACFP_Cen/ops/meal/)

- C. Children five years of age and older--Use of School Nutrition Programs (SNP) meal patterns: for children ages 0-4, CACFP meal patterns as described above must be used and the SNP offer versus service style meal service is not allowed. If meals will be served to children five years of age and older and the meals have been prepared in a school that participates in SNP, the Minnesota Department of Education (MDE) allows the meals to meet SNP meal pattern requirements (7 CFR 210 and 220) instead of CACFP meal pattern requirements and allows use of the SNP offer versus serve style meal service (7 CFR 226.7(i)).

- D. Vendor will provide meal substitutions for disabled participants who provide a statement from a licensed physician, physician assistant or advanced practice registered nurse such as a certified nurse practitioner, that they are unable to consume the regular Program meals due to their disability. The statement must identify how the disability affects the participant's diet, the food or foods to be omitted from the participant's diet, and the food or choice of foods that must be substituted.

Center will pay the regular meal charges for meals with substitutions or modifications unless other charges or adjustments are specified in Section IV(A). Participants with disabilities may not be charged any fees for modifications or substitutions.

- E. Vendor will also provide:
(Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)

Condiments, transportation containers

- F. Vendor will provide:

- Unitized meals.
- Bulk quantities, accompanied by written instructions on planned portion size of each food component to meet meal pattern requirements.
- If checked here, Vendor will serve meals. Vendor will **not** count the number of meals to be claimed for reimbursement.

Other:

III. Ordering and Delivering

- A. Center or Center's 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 Center 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.

The Center will call Kathie Johnson, Café Manager, East High School at 218-336-8845 ext 2149 with weekly meal counts on the Thursday before the week starts.

- 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 Center. If more than one site, indicate for each site.) Describe here, or reference here to attached information.

Center will pick up meals at East High School Loading Dock at 11:30 am. when school is in session.

When school or summer food is not in session, meals will not be provided. During the school year, Meal service will follow the Duluth Public School calendar. This includes school closing days, do to Inclement weather. >

- C. Responsibility for transport containers:
Indicate whether Vendor or Center will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or Center/Site to return transport containers. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

Vendor is responsible for containers. Center will transport containers to vendor.

IV. Meal Charges and Billing

A. Center will pay the following charges for meals.

Breakfast \$ _____

Snack \$ _____

Lunch \$ 3.00

Supper \$ _____

Meals (check one) include milk do not include milk

If applicable, indicate charges for extra milk, adult meals, adjustments to meals to accommodate special dietary needs, or other. Describe here, or reference here to attached information.

Center will pay Vendor for ordered meals that meet CACFP meal requirements including health and sanitation standards in Section VI, and are delivered in accordance with the contract.

B. Describe when Vendor will bill Center (for example weekly or monthly) and when payment is due:

The vendor will bill the Duluth Area Family YMCA at least monthly, with terms net 30 days.

NOTE: Neither the Minnesota Department of Education (MDE) nor the U.S. Department of Agriculture assumes any liability for payment of meal charges.

V. Recordkeeping and Availability of Records

- A. Vendor agrees to maintain full and accurate records, which Center requires to meet its responsibility for claiming reimbursements through the Child and Adult Care Food Program. 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. At the end of each month, Vendor will submit copies of the records of menus and numbers of meals furnished to Center. Vendor will submit copies of food production records to Center upon request.
- C. Vendor agrees that books and records pertaining to Vendor's food service fund will be made available to Center upon request and agrees to retain all records for inspection and audit by representatives of Center, Minnesota Department of Education, 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.
- D. Vendor will cooperate in studies and evaluations conducted by or on behalf of USDA related to programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966.

VI. Health and Sanitation

- A. Vendor and Center agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to Vendor facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities outside Center in which meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- C. Center will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

VII. Center Control of Food Service

Center will maintain overall responsibility for administration of the food service, in accordance with CACFP regulations and policies. Center will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming CACFP reimbursement from the Minnesota Department of Education.
- B. Ensure that the food service operation is in conformance with Center's agreement with the Minnesota Department of Education to participate in CACFP.
- C. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- D. Maintain all applicable health certifications for Center and ensure that state and local health regulations are being met by Vendor, if Vendor prepares or serves meals at a Center facility.
- E. Monitor meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the agreement with the Minnesota Department of Education. Retain signature authority for the annual application and monthly claims by electronically submitting required information to the Minnesota Department of Education.
- G. Prepare contract for vended meals documents.
- H. Review, approve or deny, and if applicable verify CACFP Household Income Statements.

VIII. Additional Vendor Responsibilities

Vendor agrees to comply with the following. As applicable, incorporated into this contract by reference.

- A. If contract exceeds \$100,000: Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 United States Code (USC) 3701 – 3708) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).
- B. If contract exceeds \$150,000: All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251 – 1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

IX. Nonperformance or Noncompliance

In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay Center for any excess costs which Center may incur by obtaining meals from another source. Center will notify Vendor (and surety company if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, Center may negotiate another contract (or request surety company to provide another Vendor). The defaulting Vendor is liable for any difference in price between the original price and the new contract price.

Indicate here any additional requirements regarding nonperformance or noncompliance, or any bonding requirements:

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, which may not 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. Contract Renewals

This contract may be renewed up to four times, not to exceed a total of five years, by mutual agreement of Center and Vendor. The contract may not automatically renew. Renewal of the contract is contingent upon the fulfillment of all contract provisions. The CACFP Renewal of Contract for Vended Meals form, available from MDE, will be used to renew the contract. Prices will be adjusted from the previous year's prices by a percentage not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away From Home in the Midwest Region. The change in the index will be measured by the calendar year preceding the contract effective date, unless a different time period is specific here:

XII. Summer Food Service Program (Optional)

Vendor agrees to provide meals for the Summer Food Service Program (SFSP), in accordance with federal regulations at 7 CFR 225 and other SFSP requirements, if Center participates in the SFSP during the original contract term or during any contract renewal, unless otherwise stated below. If non-unitized meals (bulk foods) will be provided, MDE waives the SFSP requirement to provide unitized meals. Center will pay for SFSP meals provided by Vendor using the same payment structure used for CACFP meals.

XIII. Vendor Certification Statements

Check one:

- The contract amount is expected to be less than \$100,000. The following certifications are attached to this contract: (1) Independent Price Determination Certificate (signed by Vendor and SFA) and (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions (signed by Vendor).
- The contract amount is expected to be \$100,000 or more. In addition to the two certifications listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

XIV. Additional Provisions at Option of Center and Vendor

Describe any additional provisions here, or reference here to additional attached provisions. Additional provisions may not conflict with other contract provisions or materially change the required provisions of the contract, and are subject to review by MDE.

Signatures

Center Name: Duluth Area Family YMCA (Center: Little Treasurers)

Authorized Representative: Toni Christensen

Title: Interim CEO

Signature of Authorized Representative: _____

Date: _____

Vendor Name: Duluth Area Public Schools ISD 709

Authorized Representative: _____

Title: CFO

Signature of Authorized Representative: 

Date: 9/20/17

Independent Price Determination Certificate

Both the Food Service Management Company (Offerer) and the Sponsoring Organization shall execute this Independent Price Determination Certificate.

Duluth Public Schools ISD 709

Duluth Area family YMCA

Name of Food Service Management Company

Name of Sponsoring Organization

By submission of this offer, the Offerer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offerer for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offerer certifies that:

1. He or she is the person in Offerer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offerer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:



Signature of Food Service Management Company's
Authorized Representative

CFO

Title

4/20/17

Date

In accepting this offer, the Sponsoring Organization certifies that no representative of the Sponsoring Organization has taken any action that may have jeopardized the independence of the offer referred above.

Signature of Sponsoring Organization's
Authorized Representative

Interim CEO

Title

Date

Instructions for Certification Regarding Debarment Form

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary-covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS) at <http://epls.arnet.gov/>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion—Lower-Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions.

(Read instructions on previous page before completing Certification.)

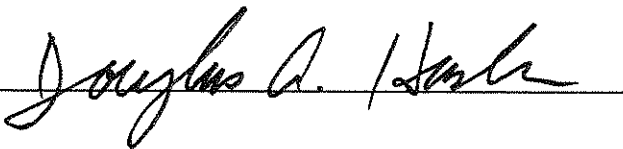
- (1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: Duluth Public Schools ISD 709

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative:

Douglas A. Harter, CFO

Signature:  Date: 9/20/17

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Duluth Public Schools ISD 709

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative:

Douglas A. Hasler, CFO

Signature:  Date 9/20/17

**Concurrent Enrollment Agreement
Between the
College of St. Scholastica
and
Duluth Public Schools, ISD 709
2018-2019 and 2019-2020**

Mission:

This agreement between Duluth Public Schools (ISD 709) Duluth, Minnesota and The College of St. Scholastica, Duluth, Minnesota is effective for the academic year 2018-2019 and 2019-2020. The intent of this agreement is to provide Duluth Public School students an opportunity to enroll through Concurrent Enrollment in College of St. Scholastica courses. The purpose for providing Concurrent Enrollment is to create a seamless educational path for Duluth Public School students. Duluth Public Schools and The College of St. Scholastica will work in partnership to provide information and assistance in the enrollment process, validating course competencies, and grade transcription.

Cost:

The cost to the high school will be \$92.00 per student enrolled in the Introduction to Education course offered. Duluth Public Schools will provide all required course materials.

Course:

The following course will be offered:

Introduction to Teaching

3 credits

2018-2019

2019-2020

Course Instructor: TBD by Duluth Public Schools

Registration:

The students will enroll during the appropriate semester on the High School Registration form. Upon successful completion of the course, grades will be recorded on a transcript. The Registrars Office at The College of St. Scholastica will send a grade report to Duluth Public Schools Guidance Office upon completion of the course. Students may request an official St. Scholastica transcript through The College Registrars office. A written request and processing fee may be required.

Student Qualifications:

Students who are high school juniors or seniors may enroll in the course. Duluth Public School students will not have any of the other privileges afforded a CSS student.

Faculty Qualifications:

High School instructors who teach college courses in high school are expected to meet the same minimum qualifications as set for adjunct college faculty by The College of St. Scholastica.

Collaboration Requirements:

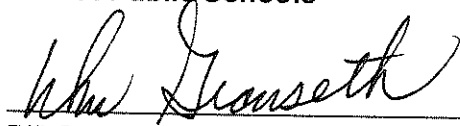
St. Scholastica mentors:

- Will meet with the high school instructor before the start of the concurrent enrollment course to review the high school course content, evaluation, and grading procedures, to assure they are aligned with the college course used to grant college credit.
- Will continue to meet with the high school instructor as needed throughout the term the course is offered.

High School teacher:

- Will submit necessary College in the Schools (CITS) student enrollment information to the designee of The College of St. Scholastica
- Will provide payment to The College of St. Scholastica based on student enrollment in the course once course enrollment has been determined.

Duluth Public Schools



Bill Gronseth, Superintendent

The College of St. Scholastica

Dr. Wolfgang Natter, Vice President of Academic Affairs

Dr. Michael Cary, Director of Curriculum and Instruction

Dr. Brenda Fischer, Dean, School of Education

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Bogen, MA, 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 September 7th, 2017 and shall remain in effect until December 1st, 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.

Kathy Bogen, MA will provide orientation, training, and support for the Denfeld FSCS Site Coordinator during the first 3 months of her employment in this position. Included in these services will be:

1. Provide the Site Coordinator a thorough orientation to the Full-Service Community School model and the role of the Site Coordinator in implementing the model.
2. Develop and provide the Site Coordinator with a manual containing key information to support her work.
3. Assist the Site Coordinator with initial program development based on input from the needs assessment conducted during the Spring 2017 focus groups and input from the Denfeld FSCS Site Team.
4. Introduce the Site Coordinator to key program partners and community resources that will be involved in providing wrap around services for Denfeld students and families.
5. In partnership with the Denfeld Principal and ISD #709 Community School Liaison plan, coordinate, and facilitate the Denfeld Site Team meetings.
6. Meet regularly (1 x weekly) with the Site Coordinator to develop and execute a semi-monthly work plan.
7. Be available to answer specific questions the Site Coordinator may have concerning implementation of the FSCS initiative at Denfeld.

Location: Denfeld High School

Schedule: The consultant will begin meeting with the Site Coordinator September 11, 2017 and will continue to meet weekly and as needed through December 1st, 2017. The consultant will also attend Site Team and other relevant meetings that would support the Site Coordinator in her work.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2,000. Contractor is required by Minnesota Statutes, Section 470.6 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.

Requests for Reimbursement. Contractor shall request reimbursement on a monthly basis, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.

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 Tonya M. Sconiers, Principal Denfeld High School 401 North 44th Avenue West, Duluth, MN 55807. 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: Kathy Bogen 501 East 11th Street Duluth, MN 55805

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. (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.

Kathy Bogen, MA (Contractor)

September 7, 2017

Katharine J. Bogen SSN/ Tax Identification Number

Date 9/07/17

Thomas H. Thomas Principal
Program Director

9/5/17
Date

Joseph A. Hall
ISD # 709 Director of Budget and Finance

9/19/17
Date

Ma
~~ISD # 709 Director of Budget and Finance~~ | Clerk

Date

Ma
~~ISD # 709 Director of Budget and Finance~~ | Chair

Date

DECC
DULUTH ENTERTAINMENT CONVENTION CENTER
RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

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

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

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

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2017**

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

December 16, 2017 (Saturday)

**Symphony Hall
Paulucci Hall**

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

\$2,695.00 (Two Thousand Six Hundred Ninety Five Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2017) or current rates

Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

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

Dated this 15th day of September, 2017

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____

Executive Director
Duluth Entertainment Convention Center
(DECC)

Joseph A. Har

Permittee Signature

CFO

Permittee Title

9/29/17

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of August , 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Nedra Hazareesingh, 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 29, 2017, and shall remain in effect until August 29, 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.** 3 hours of professional development sessions to be delivered on August 29, 2017 and 6 hours to prepare materials.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$500. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 1150 Mississippi Avenue Duluth, MN 55811

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

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

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

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

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

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

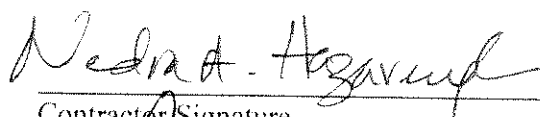
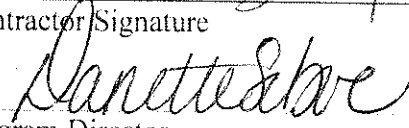
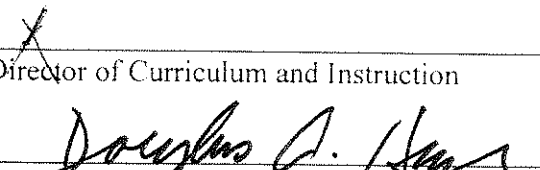

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

 Contractor Signature	_____	SSN/Tax ID Number	_____	9/25/17 Date
 Program Director	_____			9/26/17 Date
 Director of Curriculum and Instruction	_____			_____
 CFO/Director of Business Services/Superintendent of Schools	_____			9/29/17 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of August, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Insoon Han, 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 29, 2016, and shall remain in effect until August 29, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** 3 hours of professional development sessions to be delivered on August 29, 2017 and 6 hours to prepare materials.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$500. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 10150 420th Street Harris MN, 55032

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

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

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

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

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

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


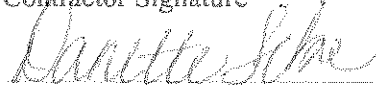

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

	_____	7-22-2017
Contractor Signature	SSN/Tax ID Number	Date
	_____	9/23/17
Program Director		Date
_____		_____
Director of Curriculum and Instruction		Date
	_____	_____
CEO/Director of Business Services/Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of August , 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Lynn Brice, 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 29, 2016, and shall remain in effect until August 29, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** 3 hours of professional development sessions to be delivered on August 29, 2017 and 6 hours to prepare materials.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$750. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 2309 E 6th St. Superior WI 54880

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

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

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

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


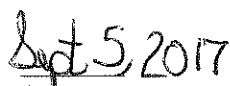


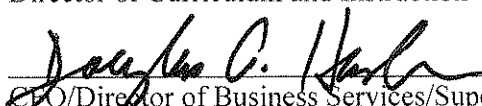
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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


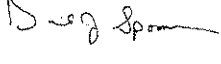
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

 _____ Contractor Signature	SSN/Tax ID Number	 _____ Date
 _____ Program Director		 _____ Date
_____ Director of Curriculum and Instruction		_____ Date
 _____ CO/Director of Business Services/Superintendent of Schools		_____ Date

Memorandum

To: Doug Hasler

From: Jason Barsness 
Dave Spooner 

Date: September 29, 2017

Re: Quote #4277 Asbestos Abatement – Rockridge School

The above quote was advertised according to statute and School Board Policy. Three (3) quotes were received for Quote #4277 Asbestos Abatement – Rockridge School. The attached Quote Tab reflects the quotes received related to the scope of work.

Recommendation:

It is recommended that the Duluth School district approve entering into an agreement with AbateTek Environmental Service based on their low responsible base bid of \$17,500, plus add alternate 1 for the sum of \$6,500, for a total of \$24,000 as provided in response to Quote #4277 – Asbestos Abatement at Rockridge School. After review and if you concur, please sign all copies of the Agreement and return them to the Facilities Management office for processing.

Enclosures

PROPOSAL TABULATION
 ASBESTOS ABATEMENT
 ROCKRIDGE SCHOOL
 QUOTE #4277

Wednesday, September 27, 2017

Vendor	Base Bid Lump Sum	Alternate 1 (Boiler Removal)	TOTAL
ABATETEK 1810 E. 3rd Ave Hibbing, MN 55746 P: 218-262-1196 F: 218-262-1273	\$17,500.00	\$6,500.00	\$24,000.00
ACCT 230 HWY 33 N. cLOQUET, MN 55802 P: 218-879-2241 F: 218-879-6194	\$29,800.00	\$9,700.00	\$39,500.00
MAVO SYSTEMS 2385 Becks Road Duluth, MN 55810 P: 218-626-1586 F: 218-626-1384	\$23,520.00	\$4,950.00	\$28,470.00

AGREEMENT

THIS AGREEMENT, made and entered into 27th day of September, 2017, by and between Duluth Public Schools, Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Abatetek Environmental Services, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 27, 2017 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide asbestos removal at Rockridge School per Quotation #4277 provided by Arrowhead Consulting. Project Base Quotation time and materials not to exceed - \$17,500; Add/Alternate Quote time and materials not to exceed - \$6,500.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Invitation for Quote including scope of work and work procedures;
 3. Contractor's Quote;
 4. Contractors Insurance Policy;
 5. Supplementary Conditions and Insurance Requirements; and
 6. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$24,000. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Jason Barsness, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Abatetek Environmental Services, 1810 E. 3rd Avenue Hibbing, MN 55746.

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

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

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

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

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

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

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

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

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

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

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

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

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

contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

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

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

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

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

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

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

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

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

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

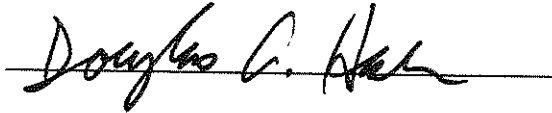
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709

courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Abatetek Environmental Services



CFO/Executive Director of Business Services


By

Title

Taxpayer Identification Number

MEMORANDUM

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

FROM: Jason Barsness, Coordinator of Health, Safety & Environmental Management 

DATE: September 25, 2017

RE: **Contract for Asbestos Management Services - Rockridge**

The attached contract between ISD 709 and Arrowhead Consulting, Inc. is for asbestos consulting work to manage and monitor the asbestos removal at Rockridge.

Attached for your signature please find two (2) copies of the contract between ISD 709 and Arrowhead Consulting Inc. for the asbestos consulting services. After review, please sign and return to the Facilities Management office for processing.

If you have any questions, please contact me at extension 3240.

Thank you.

cc: Dave Spooner

AGREEMENT

THIS AGREEMENT, made and entered into 13th day of September, 2017, by and between Duluth Public Schools, Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Arrowhead Consulting & Testing, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 13, 2017 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide an asbestos project design package including quote documents outlining asbestos removal procedures for the renovation of Rockridge School. Project design cost estimate - \$1,000.00; Air monitoring/project oversight estimated cost - \$6,000.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$7,000.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

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

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

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

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

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

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

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

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

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

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709

courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

ARROWHEAD CONSULTING &
TESTING, INC.

Douglas A. Haskel

CFO/Executive Director of Business Services

Linda K. Hry

By

President

Title

411995343
Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of June 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel 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 June 5th 2017, and shall remain in effect until June 30th 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 up to a sum not to exceed \$12,000. 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 Preschool, 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 3929 Rockview Ct. Duluth, MN 55804.

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

Chair

Clerk

Program Director

Director of Budget and Finance

CONTRACTOR

Name

Title

Taxpayer Identification Number

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT Duluth, #709**, hereinafter referred to as "**ISD 709**", and **Phyllis Hauck**, hereinafter to as "**Contractor**".

RECITALS

The parties hereto recite and declare:

- A. **ISD 709** is a legal entity created and established pursuant to Minn. Stat. §471.51 having the status of an independent school district with a purpose and mission to provide services and programs within the geographical limits and boundaries of its members.
- B. **Contractor** is an independent contractor which provides vision services.
- C. **ISD 709** seeks outside services to assist in meeting the needs of children with vision needs articulated on their Individual Education Plans.
- D. **Contractor** is qualified to provide such services to **ISD 709** and is interested in providing those services.
- E. **ISD 709** desires to purchase and obtain the necessary services from **Contractor**.
- F. The parties desire to set forth the terms and conditions of their relationship in written form.

NOW, THEREFORE, FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE, AS FOLLOWS:

I. DURATION OF AGREEMENT

This agreement shall commence on July 1, 2017 and continue in full force and effect through June 30, 2018, unless terminated, extended, or modified by mutual agreement.

II. DESCRIPTION OF WORK TO BE PROVIDED BY Contractor

Contractor shall provide **ISD 709** with the professional services set forth in Exhibit A which is attached hereto and made a part hereof by this reference.

III. COMPENSATION

ISD 709 shall pay to and compensate **Contractor** the \$50 (fifty) per hour based on documented time providing services such as those identified in Appendix A. In addition, **Contractor** shall be reimbursed for mileage at the district rate. **Contractor** shall be responsible for completing and turning in the appropriate paperwork and forms necessary to be paid by **ISD 709** and **ISD 709** shall issue a 1099 to **Contractor** in accordance with Internal Revenue Service regulations and requirements. *Not to exceed \$6,000.*

IV. RELATIONSHIP OF THE PARTIES:

A. The parties intend that **Contractor** be an independent contractor in conjunction with providing the services identified herein. The overall conduct and control of the services under this agreement shall lie with **Contractor**. However, **Contractor** agrees and represents that he/she shall perform said services in accordance with approved methods and procedures for such services, and in conformity with federal, state law, rule and policy, and, in addition, any grant requirements.

B. **Contractor** is not to be considered as agents or employees of **ISD 709** for any purpose, and **Contractor** will not be entitled to any rights or benefits from **ISD 709** nor to any compensation or benefits other than that which are set forth herein.

V. COMPLIANCE WITH POLICIES AND PROCEDURES

A. **Contractor** agrees to fully comply with all policies and procedures of **ISD 709** and its programs. Any deficiency, failure, or refusal on the part of **Contractor** with regard to compliance with the policies and procedures of **ISD 709** and its programs shall be brought to the attention of **Contractor** both orally and in written form. **Contractor** agrees that he/she shall be subject to site direction, instruction and reporting obligation to the person(s) appointed or delegated by **ISD 709** to provide overall supervision of **Contractor**.

B. **Contractor** agrees he/she shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.

C. **Contractor** agrees and represents that he/she will not perform any of the services contemplated and intended by this agreement after having used or consumed any beverages containing alcohol, illegal drugs, or after misusing prescription drugs.

VII. TERMS TO BE EXCLUSIVE:

A. The entire agreement between the parties with respect to the services provided hereunder is contained in this agreement.

B. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

VIII. WAIVER OR MODIFICATION OF TERMS.

No waiver, alteration or modification any of the terms and provisions of this agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

IX. REPRESENTATION OF AUTHORITY TO SIGN.

Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

"ISD 709":
INDEPENDENT SCHOOL DISTRICT NO. 709

By  Date 9/20/17
Doug Hasler
CFO

"Contractor":

By  Date _____
Phyllis Hauck
Contractor

AMENDMENT TO AGREEMENT

The Sub-Recipient Funding Agreement for the State of Minnesota, Department of Employment and Economic Development, Workforce Development Division, Health Career Pathways (the "Agreement") between the City of Duluth ("City") and **ISD 709 Adult Basic Education** ("Grantee") to support healthcare industries' workforce needs and address employment disparities in Duluth and northeast Minnesota is amended as set forth below.

WHEREAS, the City and Grantee entered into the Agreement on or about September 15, 2016 (Approved by City Resolution #16-0668) (City Contract# #22977);

WHEREAS, the City has been awarded an additional \$50,000 in grant funding from the State of Minnesota (the "Program Grant"), acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED"); and

WHEREAS, the City desires to award a portion of the additional grant funding to Grantee for performance of its obligations under the Agreement and to extend the time of performance.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

1. The first sentence of Paragraph 1 (Award) is amended as follows:

The City awards a Subgrant to the Grantee in the amount of ~~Six Thousand Three Hundred Seventy Nine Dollars and no/100th (\$6,379.00)~~ Twelve Thousand Three Hundred Seventy Nine Dollars and no/100th (\$12,379.00) for Grantee's performance of its obligations under the Program Grant including:

2. Paragraph 3 (Time of Performance) is amended as follows:

Grantee must start the Program ~~upon~~ effective January 1, 2017 regardless of the date of execution of this Agreement and complete the Program on or before ~~December 31, 2017~~ June 30, 2018. The City is not obligated to pay for

any Program costs incurred after that date or any earlier termination, whichever occurs first.

3. Except as specifically amended pursuant to this Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern.

[Remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH, MINNESOTA

ISD 709 ADULT BASIC EDUCATION

By _____
Mayor

By *Douglas A. Hansen*
Its: CFD

ATTEST: _____
City Clerk

Dated: 9/21/17

Dated: _____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

ORIGINAL
CONTRACT

SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
ISD 709 ADULT BASIC EDUCATION
AND
CITY OF DULUTH
FOR THE
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
WORKFORCE DEVELOPMENT DIVISION
HEALTH CAREER PATHWAYS

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date"), by and between the **CITY OF DULUTH**, (the "City"), and **ISD 709 ADULT BASIC EDUCATION**, (the "Grantee").

WHEREAS, the City has entered into a Master Grant Agreement with the State of Minnesota, acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED") to apply for and receive funds to provide employment and training services offered through the City's Workforce Development Center; and

WHEREAS, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for funds in the amount of Seventy-Two Thousand Four Hundred Twenty-Seven Dollars and no/100 (\$72,427.00) from DEED under its Pathways to Prosperity Program (the "Program Grant") to support healthcare industries' workforce needs and address employment disparities in Duluth and northeast Minnesota. This program will prepare individuals with the skills needed to enter into employment in the healthcare field and/or access additional education ("the Project"). The Project Specific Plan ("PSP") is attached as *Exhibit A* and the grant award letter is attached as *Exhibit B*; and

WHEREAS, the City desires to award a portion of the Program Grant (the "Subgrant") to Grantee, and Grantee agrees to accept and utilize such proceeds for the Project.

NOW, THEREFORE, the parties agree to the following terms:

1. **AWARD.** The City awards a Subgrant to Grantee in the amount of Six Thousand Three Hundred Seventy-Nine Dollars and no/100th (\$6,379.00) for Grantee's performance of its obligations under the Program Grant including:
 - A. Perform the duties specified in the Work Plan, which is attached as *Exhibit C* and incorporated into this Agreement.
 - B. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce 1 reporting and the Healthcare Careers Healthcare Project data.
 - C. Submit invoice outlining services provided with supportive documentation to City Manager on a quarterly basis. Examples of documentation for services include detailed receipts and timesheets.
 - D. Coordinate with City staff on scheduling for services and/or workshops.
 - E. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
 - F. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED.

2. **PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement and/or Project Specific Plan. Grantee's default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.

3. **TIME OF PERFORMANCE.** Grantee must start the Program upon execution of this Agreement and complete the Program on or before December 31, 2017. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
- B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

5. **DISBURSEMENT.** It is expressly agreed and understood that the City will pay Grantee under this Agreement \$3,316 in the SFY 2016 and \$3,063 in SFY 2017 with the total amount not to exceed \$6,3790.00. City will pay Grantee for all services performed under this Agreement as specified in the Budget Narrative, attached hereto as **Exhibit D**. Grantee's proposed budget is attached as **Exhibit E**. Invoices can be submitted on a monthly basis, but must be submitted quarterly. Quarterly due dates are as follows:

- September 15, 2016
- February 15, 2017
- June 15, 2017
- October 15, 2017

Payment for services will be sent within 45 days of receipt of invoice.

6. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City: City of Duluth
Manager, Workforce Development
402 W. 1st Street
Duluth, MN 55802
218-730-5241
Attn: Paula Reed

GRANTEE: ISD 709 Adult Basic Education
Attn: Patricia Fleege, Program Director
215 N 1st Avenue East
Duluth, MN 55802
218-722-8985

7. GENERAL CONDITIONS.

A. General Compliance. The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.

B. Civil Rights Assurances. Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

C. Independent Contractor. Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Grantee is an independent contractor.

D. Liability. Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

E. Indemnification. Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees

F. Workers' Compensation. The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.

G. Insurance. Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein.

Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

8. ADMINISTRATIVE REQUIREMENTS.

A. Accounting Standards. The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

B. Records.

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.

2. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

4. *Data Practices Act* The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. *Close-Outs*. The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

C. **Payments**. The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

D. **Procurement**. The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

9. MISCELLANEOUS.

A. **Assignability**. The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

B. **Copyright**. If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

C. **Relationship of the Parties**. It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or an constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

D. **Governing Law**. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

E. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

10. **ENTIRE AGREEMENT**. This Agreement contains all negotiations and agreements between City and Grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

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

CITY OF DULUTH

ISD 709 ADULT BASIC EDUCATION

By _____
Mayor

By W. C. Hanson

Attest: _____

Its: CFO

City Clerk

By: _____

Date Attested: _____

Its: _____

Countersigned:

City Auditor

As to form:

City Attorney

ATTACHMENTS

Exhibit A: Project Specific Plan

Exhibit B: Award Letter

Exhibit C: Work Plan

Exhibit D: Budget Narrative

Exhibit E: Grantee's Budget



STUDENT TUITION CONTRACT


WHEREAS, Independent School District No. 4151, EdVisions Off-Campus High School (District 4151) is a public school in the state of Minnesota desiring to purchase educational services from Independent School District No. 709, to provide for the educational needs of District 4151 students desiring to take a class at the High School located in Independent School District 709.

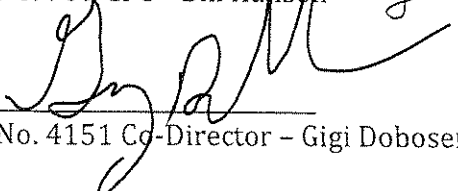
WHEREAS, District 709 is willing to make available its program to one District 4151 student for the 2017-2018 school year.

THEREFORE, it is mutually agreed for the consideration stated herein as follows:

1. District 709 shall permit District 4151 student _____ to register in, attend class at, and earn credit from District 709 as a tuition student, while remaining enrolled full-time at District 4151.
2. District 4151 shall pay tuition to District 709 based on the number of credits earned while registered at District 709. The tuition shall be \$618.80 per semester class, billable as credits are completed (semester or less frequently). Based on information from Noah Young, District 4151 anticipates paying for the equivalent of one semester long class for the school year. The tuition amount is based on the \$6188.00 formula amount from the state, 1.2 weighting, District 709 students taking 6 classes per year and divided in half for a semester. ($\$6188 * 1.2 / 6 / 2$) This cost reflects that the enrolling district (District 4151) will not be keeping the 12% administration fee typical of OLL billing agreements.
3. District 709 will provide official documentation of course and Standards completion.
4. District 4151 will be responsible for any and all Special Education, extracurricular, and administrative costs.

The parties have executed this Agreement on this 31st day of Augst 2017.


ISD No. 709 CFO - ~~Bill Hanson~~ Douglas A. Husler


ISD No. 4151 Co-Director - Gigi Dobosenski



STUDENT TUITION CONTRACT

WHEREAS, Independent School District No. 4151, EdVisions Off-Campus High School (District 4151) is a public school in the state of Minnesota desiring to purchase educational services from Independent School District No. 709, to provide for the educational needs of District 4151 students desiring to take a class at the High School located in Independent School District 709.

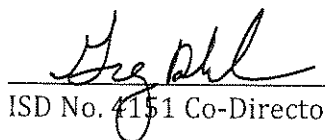
WHEREAS, District 709 is willing to make available its program to one District 4151 student for the 2017-2018 school year.

THEREFORE, it is mutually agreed for the consideration stated herein as follows:

1. District 709 shall permit District 4151 student _____ to register in, attend class at, and earn credit from District 709 as a tuition student, while remaining enrolled full-time at District 4151.
2. District 4151 shall pay tuition to District 709 based on the number of credits earned while registered at District 709. The tuition shall be \$618.80 per semester class, billable as credits are completed (semester or less frequently). Based on information from Nelson, District 4151 anticipates paying for the equivalent of two year-long classes for the school year. The tuition amount is based on the \$6188.00 formula amount from the state, 1.2 weighting, District 709 students taking 6 classes per year and divided in half for a semester. ($\$6188 * 1.2 / 6 / 2$) This cost reflects that the enrolling district (District 4151) will not be keeping the 12% administration fee typical of OLL billing agreements.
3. District 709 will provide official documentation of course and Standards completion.
4. District 4151 will be responsible for any and all Special Education, extracurricular, and administrative costs.

The parties have executed this Agreement on this 20th day of September 2017.


ISD No. 709 CFO- Douglas Hasler


ISD No. 4151 Co-Director - Gigi Dobosenski

**STATE OF MINNESOTA
ANNUAL PLAN AGREEMENT**

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between Duluth Public School District ("Contractor") whose designated business address is 215 North 1st Avenue East, Duluth, MN 55802-2058 and MN Department of Education ("State") whose designated business address is 1500 Highway 36 West, Roseville, MN 55113.

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

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

1. The district and/or school will participate in Project Dream Catcher, an initiative to train American Indian education staff to carry out behavior observations that are conducted as part of interventions, special education evaluations, functional behavior assessments, behavior manifestation determinations and similar special education procedures.
 - a. The school will designate up to 3 Indian Education staff and one special education staff member that will participate in Project Dream Catcher.
2. Sites will receive ongoing coaching by MN Department of Education (MDE) identified consultant(s) through twice monthly virtual meetings.
 - a. Coaching will focus on developing observation skills, interpretation of behavior, cultural considerations when analyzing behavior, presenting information orally and in written reports and collaboration between programs.
3. In addition, each site will receive at least one on-site visit with MDE identified consultant(s).
4. It is anticipated that Indian Education staff members will conduct at least 5 behavior observations during the course of this annual plan agreement, although the actual number will depend on student referrals.
5. Special education staff members will ensure that their Indian Education counterparts are included in evaluation plans and invited to meetings.
6. As appropriate, participating sites may be asked to share with MDE identified consultant(s) redacted copies of documents such as Individualized Educational Plans (IEPs) or excerpts from evaluation reports that summarize the results of behavior observations and decisions made regarding students.
 - a. Copies of documents that are normally prepared but with student information redacted will be shared as appropriate.
 - b. Sites are not required to prepare reports specifically for this project.

The Contractor will be paid an amount not to exceed \$1,500.00 upon completion of the above services, for a grand total not to exceed \$1,500.00.

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined at the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule

or regulation. Under Minnesota Statutes Section 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.

2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
4. **Indemnification** In the performance of this Agreement by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
 - 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this Agreement.
5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the

State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
9. **Accessibility Standards** Contractor agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/policies/accessibility/>
 - A. Contact the MDE Communication Office at mde.contactus@state.mn.us for specific guidance on creating content that meets our accessibility requirements.
10. **Other Provisions** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:
 - A. Use only print-quality department logo. Request a copy from the MDE Communication Office at mde.contactus@state.mn.us
 - B. Copy must follow latest edition of the AP (Associated Press) Stylebook.
 - C. Video content must be open or closed captioned.
 - D. Copy must be free of typographical and grammatical errors.
 - E. Font size will be, minimally, 12 pt. Times Roman, 12 pt. Calibri, or comparable size.
 - F. Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
 - G. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
 - H. Please direct questions regarding printed material to the Authorized Representative for this Agreement.
11. **Plain Language** Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
 - A. Use language commonly understood by the public;
 - B. Write in short and complete sentences;
 - C. Present information in a format that is easy-to-find and easy-to-understand; and
 - D. Clearly state directions and deadlines to the audience.
12. **Authorized Personnel**
 - A. MN Department of Education's Authorized Representative is:
Elizabeth Watkins, English Learners

Elizabeth.Watkins@state.mn.us
651-582-8678

B. Contractor's Authorized Representative is:
William Gronseth, Superintendent
william.gronseth@isd709.org
218-336-8752

13. Term of Agreement and Payment Information

- A. Agreement Begin Date: October 11, 2017 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Agreement until this Annual Plan is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- B. Agreement End Date: May 30, 2018
- C. The Contractor must sign its approval in the designated signature block and return the original signed Agreement as a reply to the original email, prior to the commencement of services.
- D. The total amount that the State agrees to pay for services is not to exceed \$1,500.00
- E. The total amount that the State agrees to pay for this annual plan is not to exceed \$1,500.00
- F. Contractor must submit one invoice upon completion of the above services, which is due no later than June 21, 2018 to Accounts Payable.
- G. Invoice must include the following information:
 - i. MDE's Authorized Representative's name
 - ii. The Purchase Order (PO) and Agreement number
 - iii. Dates of service
 - iv. Itemized expenses with original receipts (if applicable) and corresponding amounts
 - v. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Agreement number.
 - vi. The preferred method of obtaining an invoice from a vendor is by email.
Submit invoices via email to Accounts Payable:
MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us
 - vii. **Should an invoice need to be submitted via U.S. Mail, please use the following address:**
MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

1. ENCUMBRANCE VERIFICATION:

Signed:	Jennifer G. Fleckner
Date:	Sept. 25, 2017
Annual Plan T-number:	18A37
Purchase Order (PO) number:	3000016638

2. CONTRACTOR:

By:	W. J. Samuel
Title:	Superintendent
Date:	9/26/17

3. STATE AGENCY:

By (authorized signature):	Patricia Schneider
Title:	Actg Operations Mgr
Date:	9-26-17

Limited Use Website Agreement

Organization Name: ISD 709

Contact Name: Melinda Thibault

Contact Email: melinda.thibault@isd709.org

Organization Phone Number: 218.336.8752

Organization Address: 215 N 1st Ave E

City, State Zip: Duluth MN 55802

Store Open Date: The webstore will be available for your review approximately 2 business days after we've received your signature on this agreement. We require your emailed approval after you've reviewed the webstore before orders can be placed

Store Close Date: 9/24/2017

Payment Methods Accepted (Select) Credit Card

Product Estimated Ship Date(s) 10/12/2017

Customer Number _____

Sales Representative

Name: Ben Wizik

Email: ben@advantageemblem.com

Phone: 218.626.4948 ext 250

1. Advantage Emblem and Screen Printing (Advantage Emblem) will provide a webstore showcasing the items identified in the attached Webstore Setup Information for the dates specified above.
2. If payment terms are credit card, the purchaser's credit card will be charged at the time the order is placed.
3. The organization will direct their customers to the webstore to place orders.
4. Advantage Emblem will be responsible for order fulfillment. Customer service inquiries will be directed to Advantage Emblem.
5. The delivery date(s) listed on the store, if provided, is/are estimated. We will make every effort to meet the delivery date(s), but do not guarantee delivery on the specified date(s).
6. Products sold on the webstore are custom products designed specifically for your organization. Customers will be advised at checkout. *"All sales for custom products are final. However, if the product differs materially from the design you approved or the goods are otherwise flawed, please contact us within 5 days of receipt of goods so we may address the concern."*
7. If a product offered on the webstore becomes unavailable from our vendors, we will do our best to provide a substitute or the customer can choose to wait until the item becomes available. If the product is discontinued, customers can accept a substitute or cancel their order and receive a refund.
8. Advantage Emblem will do its best to accommodate order changes or cancellations, provided notification of the change/cancellation is received within one business day of the order date.
9. Acceptance of orders after the store close date will be done at the discretion of Advantage Emblem. Such orders may be subject to late fees.

The Webstore Setup information worksheet which lists each product and the website price for each product has been reviewed and agreed to by the organization and Advantage Emblem.

Please sign below and fax (218.626.2916) or mail/drop off the signed agreement to 4313 Haines Rd Duluth MN 55811.

Sales Representative Signature/Date

Signature _____

Ben Wizik
Name Printed _____

Date _____

Organization Representative Signature /Date

Signature 

William Gronseth, Superintendent
Name Printed _____

Date 9/16/17

DH
9/11/17

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT
SEPTEMBER 2017

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 368 work orders, and are currently working on 760 open work orders.
- Facilities maintenance trade crews are currently scheduled at East High School.
- Efforts will be taken to start updating Facilities Management trades and operations position descriptions. Most current position descriptions that we are using are from 1990.
- The City and District are meeting regularly now to work towards joint efforts where possible.

Capital Construction

- Refinement of the project scope at Rockridge is occurring daily, and the contract should be finalized next week.
- The Playground Rubber Mulch Replacement project is underway, with a completion date of October 15th. Weather has had a major impact on schedule, with rain over 20+ days last month. I'm still hopeful we will meet that date with all sites.
- The Stowe playground reconstruction project is completed and punch list items are being accomplished.

Building Operations

- Maintenance Custodian positions at Stowe and Piedmont have been filled with internal candidates. As a result, one Custodian position is open at both Denfeld and East High School. These positions are currently open for transfer among existing custodians district wide. Facilities has interviewed external candidates for two additional Custodian positions at Lincoln Park Middle School and East High School. We are currently in the process of making offers.
- Facilities will be adding to their operations staff in the coming months with the opening of Rockridge. Facilities will be looking to hire an additional Engineer 1 and Maintenance Custodian.
- Local police departments and sheriff's office continue to utilize some of our vacant sites for live trainings and demos.

Health, Safety & Environmental Management

Environmental/Health/Safety

- Basketball hoop safety straps were installed at the remaining locations throughout the schools.
- Generator inspections were completed; awaiting the final reports.
- Two ergonomic reviews were conducted. One employee was able to find a sit stand desk within the district and has seen a significant improvement. I am working with RAS to assist with the second assessment.
- Investigated air quality concerns at Congdon. During the time of the concerns the air handling unit dehumidification was out of service. The air was damp giving a different feel/odor, but the unit was fixed within a few days and back to normal operating conditions.
- Rockridge asbestos abatement request for quotes went out and was completed. Three companies responded and the low bid was accepted. The agreements were signed, permits started, and the work will begin on October 5th.
- AED training units were sent out to be used by the students and staff for AED/CPR training.

Emergency Response

- Back to schools items are well underway. Site plans are being updated, drill charts are submitted and the 10 day drills are complete.
- A committee was created to begin the review of the Emergency Response Manual.

Workers' Compensation Activities

- OSHA recordable injuries for the month: 4; 3 are lost time injuries. Tripped over box-fractured pelvis, Stepped on stool-pain in knee, Laceration right finger cleaning tables-infection, Left pinky finger fracture from chair thrown.
- First report of injuries: 26