

## Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, May 15, 2018

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

#### 1. Financial Report

A. <u>Financial Report</u>	<u>7</u>
B. <u>Approval of Payment of Claims</u> - Attached as an "extra"	
C. <u>Budget Revisions</u>	<u>17</u>
D. <u>Wire Transfers</u>	<u>19</u>
E. <u>Investment Transactions</u>	<u>20</u>
F. <u>APU Projections</u>	<u>21</u>
G. <u>Fundraisers</u>	<u>22</u>
H. <u>Child Nutrition Lunch Meal Price Increase</u>	<u>23</u>

1) It is recommended to increase the adult school lunch price to \$4 to comply with MDE and USDA regulations. The price increase would be effective June 12, 2018. The breakfast price would remain the same at \$2.25.

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

A. <u>Bids</u>	
1) <u>Bid 1267 Pizza - Delivered Ready to Serve</u>	<u>25</u>

Bids for the production and delivery of pizza ready to serve for Child Nutrition-District Wide for the period July 1, 2018 through June 30, 2020 were advertised in the Duluth News Tribune and sent to eleven area vendors. Two responses were received.

Recommendation: It is recommended that the low bid meeting specification as submitted by Muy Pizzas Minnesota (Pizza Hut) in the total (estimated) amount for the first year of \$77,000.00 be accepted. The second year renewal by mutual agreement is subject to the same condition show in the specifications.

B. <u>RFPs</u>	
C. <u>Quotes</u>	<u>27</u>

The following quotes were solicited according to statute and School Board Policy for services to be performed from July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

1) <u>Quote #4282 -District-wide Annual Inspection and Service to Boilers</u>	<u>29</u>
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Quotes were solicited from eight contractors for District-wide Inspection and Service to Boilers. It is recommended that the Duluth School Board approve entering into a contract with Johnson Controls, Inc. based on their low quote with an estimated value of \$22,104.00,

with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Johnson Controls, Inc. for a total estimated value of \$22,104.00 for the period of July 1, 2018 through June 30, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

2) Quote #4283 -District-wide Cement Masons Labor 34

Quotes were solicited from seven contractors for District-wide Cement Masons Labor. It is recommended that the Duluth School Board approve entering into a contract with Northland Constructors of Duluth, Inc. based on their low quote with an estimated value of \$10,902.50, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Northland Constructors of Duluth, Inc. for a total estimated value of \$10,902.50 for the period of July 1, 2018 through June 30, 2019. It is also recommended to approve and sign the option to renew this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

3) Quote #4286 -District-wide Annual Inspection and Testing of Fire Alarm Systems 39

Quotes were solicited from eight contractors for District-wide Annual Inspection and Testing of Fire Alarm Systems. It is recommended that the Duluth School Board approve entering into a contract with Northland Fire & Safety, Inc. based on their low quote with an estimated value of \$18,275.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Northland Fire & Safety, Inc. for a total estimated value of \$18,275.00 for the period of July 1, 2018 through June 30, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

4) Quote #4287 -District-wide Glass Replacement Services 44

Quotes were solicited from five contractors for District-wide Glass Replacement Services. It is recommended that the Duluth School Board approve entering into a contract with Superior Glass, Inc. based on their low quote with an estimated value of \$23,124.00, with the option to

renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Superior Glass, Inc. for a total estimated value of \$23,124.00 for the period of July 1, 2018 through June 30, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

5) Quote #4288 -District-wide Annual Testing & Maintenance of Sprinkler Systems 49

Quotes were solicited from eight contractors for District-wide Annual Testing & Maintenance of Sprinkler Systems. It is recommended that the Duluth School Board approve entering into a contract with A.G. O'Brien Plumbing and Heating Co. based on their low quote with an estimated value of \$6,463.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with A.G. O'Brien Plumbing and Heating Co. for a total estimated value of \$6,463.00 for the period of July 1, 2018 through June 30, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

**3. Policies and Regulations** **54**

A. Review Policy 212 - School Board Member Development and Travel/Expense Reimbursement 56

Attached Policy 212 for review for possible update.

Recommendation: It is recommended that the Duluth School Board review Policy 212 for any updates or changes.

B. New Policy 108 - Data Request Policy 57

Attached is a data practices policy drafted by Administration for the second reading. This policy would replace current district Policy 1016 - Information Requests.

Recommendation: It is recommended that the Duluth School Board approve the new Policy 108 - second reading.

C. Delete Policy - 1016 - Information Requests 61

Attached is Policy 1016 - Information Requests. This policy would be replaced by new Policy 108.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 1016 - second reading.

D. New Bylaw 202 - School Board Officers 62  
 Attached is MSBA Model Policy 202 - School Board Officers. There are several district policies that will be incorporated into, and replaced by, this new policy: 8095, 9015, 9050, 9055, 9060.

Recommendation: It is recommended that the Duluth School Board approve new Policy 202 - School Board Officers - second reading.

E. Delete Policy 9015 - Officers 65  
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 9015. Relative sections will be incorporated into MSBA Model Policy 202, which is also being introduced at the April Board meeting.

Recommendation: It is recommended that the Duluth School Board approve the incorporation of relevant sections of Policy 9015 into MSBA Model Policy 202, and the deletion of Policy 9015 - second reading.

F. Delete Policy 9050 - Duties of the Chairperson 66  
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 9050. Relative sections will be incorporated into MSBA Model Policy 202, which is also being introduced at the April Board meeting.

Recommendation: It is recommended that the Duluth School Board approve the incorporation of relevant sections of Policy 9050 into MSBA Model Policy 202, and the deletion of Policy 9050 - second reading.

G. Delete Policy 9055 - Duties of the Clerk 67  
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 9055. Relative sections will be incorporated into new MSBA Model Policy 202, which is also being introduced at the April Board meeting.

Recommendation: It is recommended that the Duluth School Board approve the incorporation of relevant sections of Policy 9055 into MSBA Model Policy 202, and the deletion of Policy 9055 - second reading.

H. Delete Policy 9060 - Duties of the Treasurer 69  
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 9060. Relative sections will be incorporated into new MSBA Model Policy 202, which is also being introduced at the April Board meeting.

Recommendation: It is recommended that the Duluth School Board approve the incorporation of relevant sections of Policy 9060 into MSBA Model Policy 202, and the deletion of Policy 9060 - second reading.

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

##### A. Contracts

1) <u>Eric Ryan Corporation (ERC)</u>	<u>70</u>
This is a proposed contract for a utility/telecommunications audit for the purpose of identifying cost saving opportunities.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the contract with the Eric Ryan Corporation (ERC).	
B. <u>Change Orders</u>	
1) <u>PLACEHOLDER - Other Change Orders</u>	
C. <u>Leases</u>	
1) <u>PLACEHOLDER - The Hills</u>	
<b>5. <u>Resolutions</u></b>	
A. <u>B-5-18-3542 - Acceptance of Donations</u>	<u>76</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-5-18-3542.	
B. <u>B-5-18-3543 - Delegation of Treasurer and Clerk Duties</u>	<u>78</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-5-18-3543.	
C. <u>B-5-18-3544 - Release and Pledge of Collateral</u>	<u>79</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-5-18-3544.	
D. <u>B-5-18-3545 - Designation of the Superintendent as the Identified Official with Authority (IOwA) for Minnesota Department of Education (MDE) SERVS Financial</u>	<u>80</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-5-18-3545.	
E. <u>B-5-18-3546 - Sale of Hartley Property to City of Duluth</u>	<u>81</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-5-18-3546.	
F. <u>PLACEHOLDER - Sale of Property</u>	
<b>6. <u>Informational - These items are provided for informational purposes only and no action is required.</u></b>	
A. <u>Expenditure Contracts</u>	<u>84</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of April 2018.	
B. <u>Extension or Renewal Contracts</u>	<u>119</u>
The Board Chair, Superintendent or the CFO/Executive Director of Business has signed these contracts during the month of April 2018.	
C. <u>Revenue Contracts - None</u>	
D. <u>No Cost or Other Contracts</u>	<u>149</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of April 2018.	

E. <u>Change Orders Signed - None</u>	
F. <u>Facilities Management &amp; Capital Project Status Report</u>	<u>182</u>
G. <u>Levy Referendum Update</u>	<u>186</u>
H. <u>Legislative Platform Update - "New" means not listed on last month's report</u>	<u>187</u>
I. <u>Property Sale Updates</u>	<u>213</u>
J. <u>Potential Bond Refunding Discussion</u>	<u>215</u>
K. <u>FY19 Budget Update</u>	<u>227</u>
<b>7. <u>Future Items</u></b>	
A. Policy Updates	
B. Review MSBA Model Policy 103-Complaints-Students, Employees, Other Persons and District Policy 1090-Complaints Concerning School Personnel (June 2018)	
C. FY19 Budget Approval (June 2018)	
D. Lead in Water Resolution (June 2018)	
E. Property/Liability/Auto Insurance Renewal (July 2018)	
F. Membership in MSHSL Resolution (July/August 2018)	
G. Annual review of grants and donations (August 2018)	

**Duluth Public Schools - ISD 709**  
**Cash Flow Report**  
**Month Ending 03/31/18**

	Total	General Fund 1	Food Service 2	Transportation 3	Community Education 4	Operating Capital 5	Construction 6	Debt Service 7	Trust & Agency 8 & 9	Dental 20	Student Activities 71 & 79
Cash and investments 2/28/2018	\$ 140,261,256	\$ 11,254,669	\$ 714,411	\$ (3,207,086)	\$ 2,285,624	\$ (2,222,508)	\$ 1,882,051	\$ 126,171,436	\$ 1,763,418	\$ 380,193	\$ 1,239,048
Receivables (increase)/decrease -	66,847	71,902	5,392	(13,017)	2,476	-	-	-	-	94	-
Payables increase/(decrease) -	243,132	(24,544)	30,868	108,652	112,307	15,848	-	-	-	-	-
Revenues increase/(decrease) -	11,603,778	9,112,494	574,393	329,989	626,337	104,828	2,228	777,124	1,684	74,702	-
Expenditures (increase)/decrease -	(60,189,460)	(7,161,217)	(306,025)	(818,082)	(585,081)	(109,523)	(40,915)	(51,092,631)	-	(75,986)	-
Cash and investments 3/31/2018	\$ 91,985,552	\$ 13,253,305	\$ 1,019,039	\$ (3,599,544)	\$ 2,441,663	\$ (2,211,355)	\$ 1,843,364	\$ 75,855,929	\$ 1,765,101	\$ 379,003	\$ 1,239,048

Percent of year **75.00%**

**General Fund  
Mar-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ 11,837,362	\$ 12,754,843	\$ 12,754,843	\$ 917,481	7%
State aids	47,441,296	69,511,831	67,997,609	20,556,313	30%
Special ED (fin 740)	12,216,957	11,902,185	12,120,785	(96,172)	-1%
Federal	2,965,572	5,809,751	5,896,213	2,930,641	50%
Other	612,215	600,000	900,000	287,785	32%
Other Local	1,390,658	2,600,290	2,738,132	1,347,474	49%
Student Activities	789,458	1,588,815	1,588,815	799,357	50%
<b>Total Revenue</b>	<b>\$ 77,253,518</b>	<b>\$ 104,767,715</b>	<b>\$ 103,996,397</b>	<b>\$ 26,742,879</b>	<b>26%</b>
<b>Expenditures</b>					
010-050 Administration	\$ 3,275,948	\$ 4,851,576	\$ 4,935,019	\$ 1,659,071	34%
105-110 District Support Services	4,238,001	4,125,095	5,284,775	1,046,774	20%
200-298 Elem & Secondary Reg	23,918,398	39,409,259	39,462,537	15,544,139	39%
300-380 Vocational Education	930,954	1,776,536	1,776,536	845,582	48%
400-422 Special Education	14,577,227	20,987,741	21,080,671	6,503,444	31%
505-590 Community Education					
605-640 Instructional Support	2,313,626	3,841,446	4,258,944	1,945,318	46%
710-770 Pupil Support	6,094,089	8,379,892	8,408,276	2,314,187	28%
805-865 Sites and Buildings	10,970,516	16,088,573	14,164,547	3,194,031	23%
910-940 Fiscal & Other Fixed	1,957,934	3,980,000	3,921,272	1,963,338	50%
Student Activities	574,499	1,588,815	1,588,815	1,014,316	64%
<b>Total Expenditures</b>	<b>\$ 68,851,192</b>	<b>\$ 105,028,933</b>	<b>\$ 104,881,392</b>	<b>\$ 36,030,200</b>	<b>34%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 8,402,326</b>	<b>\$ (261,218)</b>	<b>\$ (884,995)</b>	<b>\$ (9,287,321)</b>	

Percent of year 75.00%

**General Fund Unrestricted**  
**Mar-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<b>Revenues</b>					
Levy	\$ 9,460,395	\$ 10,193,456	\$ 10,193,456	\$ 733,061	7%
State aids	46,537,970	59,580,720	57,906,076	11,368,106	20%
Special ED (fin 740)	12,216,957	11,902,185	12,120,785	(96,172)	-1%
Federal	-	-	-	-	
Other	612,215	600,000	900,000	287,785	32%
Other Local	915,450	2,093,054	2,139,407	1,223,957	57%
Student Activities	789,458	1,588,815	1,588,815	799,357	50%
<b>Total Revenue</b>	<b>\$ 70,532,445</b>	<b>\$ 85,958,230</b>	<b>\$ 84,848,539</b>	<b>\$ 14,316,094</b>	<b>17%</b>
<b>Expenditures</b>					
010-050 Administration	\$ 3,275,948	\$ 4,851,576	\$ 4,935,019	\$ 1,659,071	34%
105-110 District Support Services	4,105,450	3,930,095	5,138,515	1,033,065	20%
200-298 Elem & Secondary Reg	17,505,415	27,943,028	28,101,380	10,595,965	38%
300-380 Vocational Education	878,770	1,644,985	1,644,985	766,215	47%
400-422 Special Education	12,830,090	18,374,892	18,420,492	5,590,402	30%
505-590 Community Education					
605-640 Instructional Support	833,806	1,495,058	1,466,932	633,126	43%
710-770 Pupil Support	5,981,412	8,379,892	8,369,892	2,388,480	29%
805-865 Sites and Buildings	9,288,232	14,031,107	12,107,081	2,818,849	23%
910-940 Fiscal & Other Fixed	1,957,934	3,980,000	3,921,272	1,963,338	50%
Student Activities	574,499	1,588,815	1,588,815	1,014,316	64%
<b>Total Expenditures</b>	<b>\$ 57,231,556</b>	<b>\$ 86,219,448</b>	<b>\$ 85,694,383</b>	<b>\$ 28,462,827</b>	<b>33%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 13,300,889</b>	<b>\$ (261,218)</b>	<b>\$ (845,844)</b>	<b>\$ (14,146,733)</b>	

Percent of year **75.00%**

**General Fund Restricted  
Mar-18**

	FY18 Actual	FY18 Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>					
Levy	\$ 2,376,967	\$ 2,561,387	\$ 2,561,387	\$ 184,420	7%
State aids	903,326	9,931,111	10,091,533	9,188,207	91%
Special ED (fin 740)	-	-	-	-	
Federal	2,965,572	5,809,751	5,896,213	2,930,641	50%
Other	-	-	-	-	
Other Local	475,208	507,236	598,725	123,517	21%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 6,721,073</b>	<b>\$ 18,809,485</b>	<b>\$ 19,147,858</b>	<b>\$ 12,426,785</b>	<b>65%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	132,551	195,000	146,260	13,709	9%
200-298 Elem & Secondary Reg	6,412,983	11,466,231	11,361,157	4,948,174	44%
300-380 Vocational Education	52,184	131,551	131,551	79,367	60%
400-422 Special Education	1,747,137	2,612,849	2,660,179	913,042	34%
505-590 Community Education					
605-640 Instructional Support	1,479,820	2,346,388	2,792,012	1,312,192	47%
710-770 Pupil Support	112,677	-	38,384	(74,293)	
805-865 Sites and Buildings	1,682,284	2,057,466	2,057,466	375,182	18%
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 11,619,636</b>	<b>\$ 18,809,485</b>	<b>\$ 19,187,009</b>	<b>\$ 7,567,373</b>	<b>39%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (4,898,563)</b>	<b>\$ -</b>	<b>\$ (39,151)</b>	<b>\$ 4,859,412</b>	

Percent of year **75.00%**

**Food Service Fund  
Mar-18**

	FY18 Actual	FY18 Budget Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	152,548	190,000	190,000	37,452	20%
Special ED (fin 740)	-	-	-	-	
Federal	1,481,465	2,371,000	2,385,400	903,935	38%
Other	887,047	6,000	1,205,000	317,953	26%
Other Local	6,434		6,000	(434)	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 2,527,494</b>	<b>\$ 2,567,000</b>	<b>\$ 3,786,400</b>	<b>\$ 1,258,906</b>	<b>33%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	2,508,986	4,156,362	4,178,604	1,669,618	40%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 2,508,986</b>	<b>\$ 4,156,362</b>	<b>\$ 4,178,604</b>	<b>\$ 1,669,618</b>	<b>40%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 18,508</b>	<b>\$ (1,589,362)</b>	<b>\$ (392,204)</b>	<b>\$ (410,712)</b>	

Percent of year **75.00%**

**Community Service Fund  
Mar-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<b>Revenues</b>					
Levy	\$ 993,625	\$ 953,547	\$ 953,547	\$ (40,078)	-4%
State aids	2,091,800	2,414,390	2,426,822	335,022	14%
Special ED (fin 740)	-	-	-	-	
Federal	1,145,778	1,951,071	1,999,799	854,021	43%
Other	-	-	-	-	
Other Local	1,521,736	1,770,000	1,780,000	258,264	15%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 5,752,939</b>	<b>\$ 7,089,008</b>	<b>\$ 7,160,168</b>	<b>\$ 1,407,229</b>	<b>-309%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	4,696,408	7,330,892	7,402,052	2,705,644	37%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities					
<b>Total Expenditures</b>	<b>\$ 4,696,408</b>	<b>\$ 7,330,892</b>	<b>\$ 7,402,052</b>	<b>\$ 2,705,644</b>	<b>37%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 1,056,531</b>	<b>\$ (241,884)</b>	<b>\$ (241,884)</b>	<b>\$ (1,298,415)</b>	

Percent of year **75.00%**

**Capital Projects Fund  
Mar-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	3,638,395	3,600,000	3,600,000	(38,395)	-1%
Other Local	9,638	-	-	(9,638)	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 3,648,033</b>	<b>\$ 3,600,000</b>	<b>\$ 3,600,000</b>	<b>\$ (48,033)</b>	<b>-1%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	1,766,461	3,600,000	3,600,000	1,833,539	51%
910-940 Fiscal & Other Fixed Student Activities	38,395	-	-	(38,395)	
<b>Total Expenditures</b>	<b>\$ 1,804,856</b>	<b>\$ 3,600,000</b>	<b>\$ 3,600,000</b>	<b>\$ 1,795,144</b>	<b>50%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 1,843,177</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,843,177)</b>	

Percent of year **75.00%**

**Debt Service Fund  
Mar-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
<b>Revenues</b>					
Levy	\$ 17,931,390	\$ 18,559,220	\$ 18,559,220	\$ 627,830	3%
State aids	1,487,679	2,242,317	2,242,317	754,638	34%
Special ED (fin 740)	-	-	-	-	
Federal	442,106	885,162	885,162	443,056	50%
Other	7,195	-	-	(7,195)	
Other Local	1,931,457	1,000,000	1,000,000	(931,457)	-93%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 21,799,827</b>	<b>\$ 22,686,699</b>	<b>\$ 22,686,699</b>	<b>\$ 886,872</b>	<b>4%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	74,948,279	30,808,971	30,808,971	(44,139,308)	-143%
<b>Total Expenditures</b>	<b>\$ 74,948,279</b>	<b>\$ 30,808,971</b>	<b>\$ 30,808,971</b>	<b>\$ (44,139,308)</b>	<b>-143%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (53,148,452)</b>	<b>\$ (8,122,272)</b>	<b>\$ (8,122,272)</b>	<b>\$ 45,026,180</b>	

		Trust Fund Mar-18			Percent of year	75.00%
		FY18 Actual	FY 18 Budget FY18 Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>						
Levy	\$	-	\$ -	\$ -	\$ -	
State aids		-	-	-	-	
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		11,998	212,650	212,650	200,652	94%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue	\$	11,998	\$ 212,650	\$ 212,650	\$ 200,652	<u>94%</u>
<b>Expenditures</b>						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		250,000	250,000	250,000	-	0%
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities		-	-	-	-	
<hr/>						
Total Expenditures	\$	250,000	\$ 250,000	\$ 250,000	\$ -	<u>0%</u>
<hr/>						
Excess Rev Over (Under)	\$	(238,002)	\$ (37,350)	\$ (37,350)	\$ 200,652	

Percent of year **75.00%**

**Internal Service Fund  
Mar-18**

	FY18 Actual	FY 18 Budget FY18 Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	720,892	815,000	815,000	94,108	12%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 720,892</b>	<b>\$ 815,000</b>	<b>\$ 815,000</b>	<b>\$ 94,108</b>	<b>12%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	504,560	778,000	778,000	273,440	35%
<b>Total Expenditures</b>	<b>\$ 504,560</b>	<b>\$ 778,000</b>	<b>\$ 778,000</b>	<b>\$ 273,440</b>	<b>35%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 216,332</b>	<b>\$ 37,000</b>	<b>\$ 37,000</b>	<b>\$ (179,332)</b>	





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 03/31/2018**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
03/09/2018	V109781	AFSCME MN COUNCIL 5 EFT	14,023.43
03/09/2018	V106466	CITISTREET FOR MSRS	42,083.70
03/09/2018	V79764	DULUTH FEDERATION OF TEA	34,704.44
03/09/2018	V106637	EBC - FLEX EFT	11,398.23
03/09/2018	V106636	EBC - TSA EFT	92,028.63
03/09/2018	V79771	EDUCATION MN CLERICAL EFT	1,243.54
03/09/2018	V102915	FEDERAL 941 PR TAXES	532,083.24
03/09/2018	V107231	HARBOR POINTE CREDIT UNION	6,999.00
03/09/2018	V108066	MG TRUST	129,781.24
03/09/2018	V05173	MN CHILD SUPPORT EFT	1,363.23
03/09/2018	V108320	MN DEPT OF REVENUE EFT	372.78
03/09/2018	V102916	MN STATE PR TAXES	92,589.61
03/09/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	80,258.55
03/09/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	260,623.10
03/09/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,506,532.48
03/15/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	6.19
03/23/2018	V79764	DULUTH FEDERATION OF TEA	34,907.12
03/23/2018	V106637	EBC - FLEX EFT	11,398.23
03/23/2018	V106636	EBC - TSA EFT	62,851.69
03/23/2018	V79771	EDUCATION MN CLERICAL EFT	1,243.54
03/23/2018	V102915	FEDERAL 941 PR TAXES	572,164.74
03/23/2018	V107231	HARBOR POINTE CREDIT UNION	8,099.00
03/23/2018	V108066	MG TRUST	128,512.51
03/23/2018	V05173	MN CHILD SUPPORT EFT	1,363.23
03/23/2018	V108320	MN DEPT OF REVENUE EFT	850.80
03/23/2018	V102916	MN STATE PR TAXES	99,568.03
03/23/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	105,475.36
03/23/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	263,529.98
03/23/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,667,638.51
03/28/2018	V06645	MEDICA HEALTH PLAN (EFT)	176,953.64
03/28/2018	V106638	PEIP - HLTH EFT	1,297,800.16
03/28/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	75,985.65
03/28/2018	V104923	HARRIS BANK	22,253.46
			7,336,687.04

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

**Beginning Investment Balance (February 28, 2018)** \$ **221,761.33**

**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>
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**Total Maturities** \$ -

**Other items:**

Add:	Money Market Funds Interest (Mar)	\$	69.88
	Beginning Value Adjustment		
	Other Interest/Cash Balance on Account (Reverse)		

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

**Total Other** \$ **69.88**

**Ending Investment Balance (March 31, 2018)** \$ **221,831.21**

**Note:** Ending Investment Balance as of March 31, 2017 was \$320,122.78

**Duluth Public Schools-ISD 709**  
**APU / PU Projection Report - FY 2018**  
**May-18**

Grade Levels	May Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	MFR EOY APU
						1617
KG	611	1.001263408	611.77	1.00	611.77	<b>546.04</b>
HK	79	1.015288057	80.21	1.00	80.21	<b>59.83</b>
Gr 1-3	1860	0.997536873	1855.42	1.00	1855.42	<b>1921.71</b>
Gr 4-6	1813.33	0.982780442	1782.11	1.00	1782.11	<b>1720.39</b>
Gr 7-8	1210.62	0.96304389	1165.88	1.20	1399.06	<b>1342.01</b>
Gr 9-12	2676.51	0.963111819	2577.78	1.20	3093.33	<b>3091.88</b>
<b>Sub-Total</b>	8250.46		8073.16		<b>8821.89</b>	<b>8681.86</b>
<b>Other APU Generators</b>						
	May Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
<b>Early Childhood</b>	279	0.361081718	100.74	1.000	<b>100.74</b>	<b>95.08</b>
Early Childhood Details	Final Count	May 1 Count	Final PU			
13-14	368	214	83.09			
14-15	371	252	93.34			
15-16	367	248	86.97			
16-17	384	249	95.08			
17-18*		279	100.74			
<b>Resident Tuition</b>						
Resident Tuition Details	Total APU				32.73	
13-14	36.47					
14-15	32.90					
15-16	35.28					
16-17	30.01					
17-18*	32.73					
<b>ALC</b>						
ALC Details	Total APU				258.86	
13-14	237.86					
14-15	278.11					
15-16	260.40					
16-17	238.06					
17-18*	258.86					
<b>Projected Total APU</b>					<b>8922.64</b>	<b>8776.94</b>
<b>Budgeted APU</b>					<b>8811.40</b>	
<b>Net</b>					<b>111.24</b>	

\* Projected

\*\* Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

EOY: End of Year

MFR:MN Funding Reports

### Fundraisers for April 2018

School	Organization	Description
East	SkillsUSA technical leadership development	Dodgeball tournament
Lakewood KeyZone	KEY Zone	Wildwoods Wildlife Rehab Center
Lester Park ECFE	Lester Park ECFE Parent Advisory Council	Paint and a Pint
Lincoln Park	Green Earth Club	Earth Day Tree Sales
Myers-Wilkins	School-Wide	Scholastic Book Fair
Ordean-East	Science Club	Younker's t-shirts

# Memo

**To:** Douglas Hasler, CFO/Executive Director of Business Services

**From:** Pamela Bowe, R.D.L.D. Supervisor Child Nutrition

**Date:** April 23, 2018

**Re:** Adult Price Increase

*Pamela Bowe R.D.L.D.*

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The Department of Education, Nutrition, Health and Youth Development and USDA have informed us that the minimum price for adult meals has increased. The minimum price of adult meals has increased to \$3.95 for lunch. Meals purchased by adults must be priced high enough so that the cost of the meal is fully paid by the customer. The Child Nutrition Department proposes that we raise our adult lunch price to \$4.00 in order to cover raw food and labor costs. The breakfast meal price would remain at \$2.25.

This increase for the adult lunch meals would begin on June 12, 2018.

Enclosure



### **Non-Program Adults**

Do not work in any direct way with the meal service at the site. Sponsors have the option to serve meals to non-program adults at no charge or charge a fee for the meal. The cost of meals served to non-program adults may be counted as part of the sponsor's SFSP operating costs only if the adult pays, or non-program funds cover the full cost of the meal.

If adults pay for meals, the minimum adult meal price must be charged. Payments received must be reported as income to SFSP. If non-program funds are used to cover the cost of these meals, the sponsor must include those funds as program income and pay for these meal costs from its nonprofit food service account.

### **Examples of Non-Program Adults**

- Parents or adults from the community that accompany their children to the site and wish to purchase a meal.
- Sponsor/site staff that do not work with the summer meal program, for example, summer school teachers.
- Adult visitors to a camp.

### **Meal Counts**

Meals served to adults (other than those provided for in 7 CFR 225.2) must be recorded separately than those served to children, depending on the classification of the adult served, as either a program or a non-program adult.

The meal count forms contain specific sections for recording program and non-program adult meals. These meals must be documented separately; a total count of all adults is not acceptable. Income from non-program adults must also be recorded and reflect the non-program adult meal counts.

### **2018 Minimum Meal Prices for Non-Program Adults**

Breakfast \$2.25

Lunch \$3.95

Snack \$.95

**MEMORANDUM**

To: Doug Hasler, CFO/Executive Director of Business Services  
From: Tony Kelekovich, <sup>TK</sup>Supervisor of Purchasing  
Subject: Bid-1267 Pizza – Delivered Ready To Serve  
Date: April 24, 2018

Bids for the production and delivery of pizza ready to serve for Child Nutrition – District Wide for the period July 1, 2018 through June 30, 2020 were advertised in the Duluth News Tribune and sent to eleven (11) area vendors.

There were two (2) responses with the following results for the first year:

<u>VENDOR</u>	<u>AMOUNT</u>
Dominos Pizza	\$ 79,750.00
<b>Muy Pizzas Minnesota (Pizza Hut)</b>	<b>\$ 77,000.00</b>

It is recommended that the low bid meeting specification as submitted by Muy Pizzas Minnesota (Pizza Hut) in the total (estimated) amount for the first year of \$77,700.00 be accepted. The second year renewal by mutual agreement is subject to the same conditions shown in the specifications.

**Fund:** 02-770-005-701-000-1490.01

**Program:** Child Nutrition – District Wide


**Fund Custodian:** Doug Hasler/Pam Bowe

VENDOR LIST/TABULATIONBID-1267 PIZZA

Bulldog Pizza Duluth MN	No Response
Dominos Pizza Denver CO	No Response
Dominos Pizza Duluth MN	\$ 79,750.00
Green Mill Duluth MN	No Response
Little Ceasar's Pizza Duluth MN	No Response
<b>Muy Pizzas Minnesota (Pizza Hut) St Paul MN</b>	<b>\$ 77,000.00</b>
Papa John's Duluth MN	No Response
Pizza Luce Duluth MN	No Response
Pizza Man Duluth MN	No Response
Sammy's Pizza Duluth MN	No Response
VIP Pizza Duluth MN	No Response

# Memorandum

**To:** Duluth School Board  
Doug Hasler, CFO/Executive Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** April 24, 2018

**Re:** Annual Quotes for District-Wide Contract Services

The following quotes were solicited according to statute and School Board Policy for services to be performed from July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

## **Quote #4282 - District-wide Annual Inspection and Service to Boilers**

Quotes were solicited from eight contractors for District-wide Inspection and Service to Boilers. It is recommended the Duluth School Board approve entering into a contract with Johnson Controls, Inc. based on their low quote with an estimated value of \$22,104.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

**Recommendation:** It is recommended that the Duluth School Board approve entering into a contract with Johnson Controls, Inc. for a total estimated value of \$22,104.00 for the period of July 1, 2018 through June 30, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

## **Quote #4283 - District-wide Cement Masons Labor**

Quotes were solicited from seven contractors for District-wide Cement Masons Labor. It is recommended the Duluth School Board approve entering into a contract with Northland Constructors of Duluth, Inc. based on their low quote with an estimated value of \$10,902.50, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

**Recommendation:** It is recommended that the Duluth School Board approve entering into a contract with Northland Constructors of Duluth, Inc. for a total estimated value of \$10,902.50 for the period of July 1, 2018 through June 30, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

**Quote #4286 - District-wide Annual Inspection and Testing of Fire Alarm Systems**

Quotes were solicited from eight contractors for District-wide Annual Inspection and Testing of Fire Alarm Systems. It is recommended the Duluth School Board approve entering into a contract with Northland Fire & Safety, Inc. based on their low quote with an estimated value of \$18,275.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

**Recommendation:** It is recommended that the Duluth School Board approve entering into a contract with Northland Fire & Safety, Inc. for a total estimated value of \$18,275.00 for the period of July 1, 2018 through June 30, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

**Quote #4287 - District-wide Glass Replacement Services**

Quotes were solicited from five contractors for District-wide Glass Replacement Services. It is recommended the Duluth School Board approve entering into a contract with Superior Glass, Inc. based on their low quote with an estimated value of \$23,124.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

**Recommendation:** It is recommended the Duluth School Board approve entering into a contract with Superior Glass, Inc. for a total estimated value of \$23,124.00 for the period of July 1, 2018 through June 30, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

**Quote #4288 - District-wide Annual Testing & Maintenance of Sprinkler Systems**

Quotes were solicited from eight contractors for District-wide Annual Testing & Maintenance of Sprinkler Systems. It is recommended the Duluth School Board approve entering into a contract with A.G. O'Brien Plumbing and Heating Co. based on their low quote with an estimated value of \$6,463.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

**Recommendation:** It is recommended the Duluth School Board approve entering into a contract with A.G. O'Brien Plumbing and Heating Co. for a total estimated value of \$6,463.00 for the period of July 1, 2018 through June 30, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

**QUOTE TABULATION**  
**ANNUAL INSPECTION AND SERVICE TO BOILERS**  
 for the period of July 1, 2018 through June 30, 2019  
 QUOTE #4282  
 Tuesday, February 13, 2018, 2:00 p.m.

			UHL ABE	A.G. O'Brien	A.W. Kuettle & Sons	Carlson Brothers	Carlson Duluth	General Heating	Johnson Controls	The Jamar Company
1	Congdon Park	3	\$1,824.00						\$1,513.00	\$1,530.15
2	Denfeld HS	7	\$4,256.00						\$3,357.00	\$3,570.35
3	East HS	7	\$4,256.00						\$3,357.00	\$3,570.35
4	Homecroft	3	\$1,824.00						\$1,513.00	\$1,530.15
5	Lakewood	2	\$1,216.00						\$1,052.00	\$1,020.10
6	Laura MacArthur	3	\$1,824.00						\$1,513.00	\$1,530.15
7	Lester Park	2	\$1,216.00						\$1,052.00	\$1,020.10
8	Lincoln Park MS	3	\$1,824.00						\$1,513.00	\$1,530.15
9	Lowell	2	\$1,216.00						\$1,052.00	\$1,020.10
10	Myers-Wilkins	3	\$1,824.00						\$1,513.00	\$1,530.15
11	Ordean East MS	3	\$1,824.00						\$1,513.00	\$1,530.15
12	Piedmont	2	\$1,216.00						\$1,052.00	\$1,020.10
13	Rockridge	2	\$1,216.00						\$1,052.00	\$1,020.10
14	Stowe	2	\$1,216.00						\$1,052.00	\$1,020.10
<b>TOTAL AMOUNT OF QUOTE</b>		<b>44</b>	<b>\$26,752.00</b>						<b>\$22,104.00</b>	<b>\$22,442.20</b>

EMERGENCY SERVICES (Call Out Hourly Rate)

Normal Working Hours	\$121.00							\$118.00	\$102.52
After Normal Working Hours	\$181.50							\$175.00	\$153.77
Holiday Working Hours	\$242.00							\$175.00	\$205.03

Factory Trained Personnel	yes							yes	yes
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## AGREEMENT

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of April 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Johnson Controls, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2018, and shall remain in effect until June 30, 2019 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.** Perform all work as specified in Quote #4282, District-wide Inspection and Service to Boilers for the period of July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods. This contract award includes the inspection amount of \$22,104.00 and hourly rates for service and is approximately \$22,104.00. Total Contract award amount to be determined through execution of this contract based upon inspection amount, hourly service rates and materials as defined in the contractor's quote.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's response;
  3. Contractors Insurance Policy;
  4. Asbestos Containing Materials Acknowledgment Form; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$22,104.00 based on inspection amount, hourly rates for service and materials as defined in contractor's quote. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages. 31

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of David J. Spooner, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Johnson Controls, Inc., 4627 Airpark Blvd., 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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the

Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

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

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

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

18. **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:

19. **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.

20. **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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

21. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

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

<u>District Employee</u>	<u>Position</u>
Doug Hasler	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>District Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- 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 the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

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


At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, 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 the District.

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

JOHNSON CONTROLS, INC.

  
\_\_\_\_\_  
CFO/Executive Director of Business Services

\_\_\_\_\_  
By

Chair Sig: \_\_\_\_\_  
Name: David A. Kirby, Board Chair  
Date:

\_\_\_\_\_  
Title



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of April 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Northland Constructors of Duluth, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2018, and shall remain in effect until June 30, 2019 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.** Perform all work as specified in Quote #4283, District-wide Cement Masons Labor for the period of July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods. This contract award includes hourly rates for service based on an estimated 50 annual hours at each rate and is approximately \$10,902.50. Total Contract award amount to be determined through execution of this contract based upon inspection amount, hourly rates of service and materials as defined in the contractor's quote.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's response;
  3. Contractors Insurance Policy;
  4. Asbestos Containing Materials Acknowledgment Form; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual amount of approximately \$10,902.50 based on hourly rates for service and materials as defined in contractor's quote. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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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.

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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.

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District Employee  
Doug Hasler

Position  
CFO/Executive Director of Business Services

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- c. should be performed in a different manner and whether other work should be performed;
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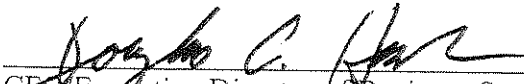
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Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

NORTHLAND CONSTRUCTORS OF  
DULUTH, INC.

  
\_\_\_\_\_  
CEO/Executive Director of Business Services

\_\_\_\_\_  
By

Chair Sig: \_\_\_\_\_

Name: David A. Kirby, Board Chair

Date:

\_\_\_\_\_  
Title

**QUOTE TABULATION**  
**ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS**

for the period of July 1, 2018 through June 30, 2019

39

QUOTE #4286

Thursday, February 15, 2018, 2:00 p.m.

**Brothers Fire Protection**

**Johnson Controls**

**Northland Fire & Safety**

1) Central HS (Closed)	\$1,800.00	\$665.00	\$370.00
2) Congdon Park ES	\$1,000.00	\$760.00	\$395.00
3) Denfeld HS	\$4,100.00	\$2,280.00	\$1,765.00
Sensitivity Testing FY21	\$7,400.00	\$2,280.00	\$3,165.00
4) East HS	\$1,100.00	\$855.00	\$940.00
Sensitivity Testing FY21	\$1,400.00	\$855.00	\$1,070.00
5) Garfield Avenue	\$1,300.00	\$475.00	\$265.00
6) HOCHS	\$1,700.00	\$760.00	\$550.00
Sensitivity Testing FY19	\$2,500.00	\$760.00	\$980.00
7) Homecroft ES	\$1,100.00	\$475.00	\$455.00
Sensitivity Testing FY19	\$2,000.00	\$475.00	\$700.00
8) Lakewood ES	\$1,000.00	\$380.00	\$360.00
Sensitivity Testing FY19	\$2,000.00	\$380.00	\$525.00
9) Laura MacArthur ES	\$1,500.00	\$760.00	\$620.00
Sensitivity Testing FY21	\$4,000.00	\$760.00	\$935.00
10) Lester Park ES	\$800.00	\$380.00	\$315.00
Sensitivity Testing FY21	\$1,000.00	\$380.00	\$390.00
11) Lincoln Park MS	\$1,200.00	\$570.00	\$440.00
Sensitivity Testing FY20	\$2,000.00	\$570.00	\$510.00
12) Lowell ES	\$1,200.00	\$760.00	\$465.00
Sensitivity Testing FY19	\$2,000.00	\$760.00	\$825.00
13) Myers-Wilkins ES	\$2,100.00	\$855.00	\$615.00
14) Nettleton ES (closed)	\$1,700.00	\$570.00	\$350.00
15) Ordean East MS	\$900.00	\$570.00	\$640.00
Sensitivity Testing FY20	\$1,000.00	\$570.00	\$730.00
16) Piedmont ES	\$900.00	\$475.00	\$380.00
Sensitivity Testing FY21	\$1,000.00	\$475.00	\$505.00
17) Rockridge Academy	\$900.00	\$285.00	\$185.00
18) STC Main (closed)	\$1,300.00	\$570.00	\$400.00
19) STC Upper (Facilities)	\$600.00	\$190.00	\$95.00
20) Stowe ES	\$1,000.00	\$475.00	\$425.00
Sensitivity Testing FY19	\$2,000.00	\$475.00	\$610.00
<b>Total w/ Sensitivity Fees FY19</b>	<b>\$10,500.00</b>	<b>\$2,850.00</b>	<b>\$3,640.00</b>
<b>Total w/o Sensitivity Fees FY19</b>	<b>\$21,200.00</b>	<b>\$10,260.00</b>	<b>\$7,775.00</b>
<b>TOTAL FY19 SMOKE DETECTION</b>	<b>\$31,700.00</b>	<b>\$13,110.00</b>	<b>\$11,415.00</b>
<b>ADD/DEDUCT PER DEVICE: To be used to adjust quote amount if device count changes.</b>			
Smoke/Heat Detector	\$3.00	\$4.00	\$1.00
Signaling Notification Device	\$2.50	\$1.50	\$0.75
Other Initiating Device	\$3.50		\$1.00
Accessory Device	\$1.50		\$1.00
<b>Kitchen Hood Cleaning</b>	<b>\$35,000.00</b>	No Response	<b>\$4,925.00</b>
<b>ANSUL System Inspection</b>	<b>\$2,495.00</b>	<b>\$4,560.00</b>	<b>\$1,935.00</b>

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of April 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Northland Fire & Safety, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2018, and shall remain in effect until June 30, 2019 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.** Perform all work as specified in Quote #4286, District-wide Inspection and Testing of Fire Alarm Systems for the period of July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods. This contract award includes the smoke detection inspection and testing amount of \$11,415.00, kitchen hood cleaning amount of \$4,925.00, ANSUL system inspection amount of \$1,935.00 and is approximately \$18,275.00. Total Contract award amount to be determined through execution of this contract based upon inspection and testing amounts and add/deduct per device as defined in the contractor's quote.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's response;
  3. Contractors Insurance Policy;
  4. Asbestos Containing Materials Acknowledgment Form; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$18,275.00 based on inspection and testing amounts and add/deduct per device rates defined in contractor's quote. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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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.

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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.

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David Spooner	Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- 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 the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

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

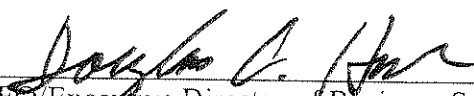
At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

NORTHLAND FIRE & SAFETY, INC.

  
\_\_\_\_\_  
CFO/Executive Director of Business Services

\_\_\_\_\_  
By

Chair Sig: \_\_\_\_\_  
Name: David A. Kirby, Board Chair  
Date:

\_\_\_\_\_  
Title

**QUOTE TABULATION**  
**GLASS REPLACEMENT SERVICES**  
 for the period of July 1, 2018 through June 30, 2019  
**QUOTE #4287**  
 Thursday, February 15, 2018 - 2:15 p.m.

Vendor	HOURLY RATE			Type of Glass	THICKNESS (price per square foot)					Mullion	Estimated Total
	Regular	Overtime	Holiday		1/8"	3/16"	1/4"	3/8"	1/2"		
Arrowhead Window & Door 606 Elk Street Duluth, Minnesota 55803 phone: 218-729-9000				clear plate							
				clear tempered							
				DSB window							
				clear insulated							
				obscured insulated							
low "E" insulated											
Duluth Glass & Mirror Co. 4609 Grand Avenue Duluth, Minnesota 55807 phone: 218-727-8596				clear plate							
				clear tempered							
				DSB window							
				clear insulated							
				obscured insulated							
low "E" insulated											
St. Germain's Glass Co 212 North 40th Avenue West Duluth, Minnesota 55807 phone: 218-628-0221				clear plate							
				clear tempered							
				DSB window							
				clear insulated							
				obscured insulated							
low "E" insulated											
<b>Superior Glass, Inc.</b> 823 Belknap Street Superior, Wisconsin 54880 phone: 715-394-5588	<b>\$77.08</b>	<b>\$115.62</b>	<b>\$154.16</b>	clear plate	<b>\$3.99</b>	<b>\$5.05</b>	<b>\$5.65</b>	<b>\$9.98</b>	<b>\$16.93</b>	<b>\$4.34</b>	<b>\$23,124.00</b>
				clear tempered	<b>\$8.03</b>	<b>\$8.62</b>	<b>\$8.67</b>	<b>\$13.10</b>	<b>\$18.74</b>		
				DSB window	<b>\$3.99</b>						
				clear insulated	<b>\$10.68</b>	<b>\$10.73</b>	<b>\$10.79</b>				
				obscured insulated	<b>\$18.40</b>	<b>\$18.56</b>	<b>\$18.56</b>				
low "E" insulated	<b>\$14.07</b>	<b>\$14.12</b>	<b>\$14.23</b>								
The Glass Guru of Duluth 102 East Central Entrance Duluth, Minnesota 55811 phone: 218-624-2119				clear plate							
				clear tempered							
				DSB window							
				clear insulated							
				obscured insulated							
low "E" insulated											

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of April 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Superior Glass, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2018, and shall remain in effect until June 30, 2019 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.** Perform all work as specified in Quote #4287, District-wide Glass Replacement Services for the period of July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods. This contract award includes hourly rates for service and types of glass replacement costs and is approximately \$23,124.00. Total Contract award amount to be determined through execution of this contract based upon hourly rates, types of glass replacement costs and materials as defined in the contractor's quote.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's response;
  3. Contractors Insurance Policy;
  4. Asbestos Containing Materials Acknowledgment Form; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual amount of approximately \$23,124.00 based on hourly rates, types of glass replacement costs and materials as defined in contractor's quote. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause

shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of David J. Spooner, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superior Glass, Inc., 823 Belknap Street, 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 without regard to conflict of laws considerations.

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

legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

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

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

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

18. **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:

19. **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.

20. **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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

21. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

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

District Employee  
Doug Hasler

Position  
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>District Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- 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 the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

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


At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, 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 the District.

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

SUPERIOR GLASS, INC.

  
 \_\_\_\_\_  
 CFO/Executive Director of Business Services

By \_\_\_\_\_

Chair Sig: \_\_\_\_\_  
 Name: David A. Kirby, Board Chair  
 Date: \_\_\_\_\_

\_\_\_\_\_ Title

## QUOTE TABULATION

### ANNUAL TESTING & MAINTENANCE OF SPRINKLER SYSTEMS

for the period of July 1, 2018 through June 30, 2019

Quote #4288

Thursday, February 15, 2018, 2:30 p.m.

	A.G. O'Brien	AW Kuettel & Sons	Johnson Controls	Brothers Fire	Gorham Oien	Siemens Industry	Summit Fire Protection	Viking Automatic
1	Central HS (closed)	\$343.00		\$550.00	\$585.00		\$510.00	\$631.00
2	Congdon Park ES	\$343.00		\$220.00	\$504.00		\$425.00	\$673.00
3	Denfeld HS	\$684.00		\$330.00	\$1,881.00		\$850.00	\$1,873.00
4	East HS	\$298.00		\$540.00	\$468.00		\$510.00	\$562.00
5	HOCHS	\$930.00		\$1,150.00	\$1,530.00		\$800.00	\$816.00
5A	Fire Pump Testing	\$186.00		\$880.00	\$850.00		\$360.00	\$983.00
6	Homecroft ES	\$136.00		\$110.00	\$117.00		\$180.00	\$115.00
7	Lakewood ES	\$136.00		\$110.00	\$117.00		\$185.00	\$115.00
7A	Fire Pump Testing	\$186.00		\$880.00	\$850.00		\$410.00	\$985.00
8	Laura MacArthur ES	\$262.00		\$385.00	\$351.00		\$425.00	\$385.00
9	Lester Park ES	\$343.00		\$650.00	\$585.00		\$510.00	\$399.00
10	Lincoln Park MS	\$392.00		\$850.00	\$909.00		\$850.00	\$700.00
10A	Fire Pump Testing	\$186.00		\$880.00	\$850.00		\$450.00	\$915.00
11	Lowell ES	\$136.00		\$110.00	\$207.00		\$255.00	\$413.00
12	Myers-Wilkens ES	\$340.00		\$360.00	\$828.00		\$540.00	\$582.00
13	Nettleton ES (closed)	\$276.00		\$440.00	\$738.00		\$425.00	\$701.00
14	Ordean East MS	\$340.00		\$660.00	\$1,062.00		\$800.00	\$783.00
15	Piedmont ES	\$340.00		\$600.00	\$585.00		\$425.00	\$413.00
16	Rockridge Academy	\$136.00		\$110.00	\$117.00		\$185.00	\$105.00
17	STC Main (closed)	\$198.00		\$220.00	\$414.00		\$340.00	\$413.00
18	STC Upper (Facilities)	\$136.00		\$110.00	\$117.00		\$180.00	\$112.00
19	Stowe ES	\$136.00		\$110.00	\$117.00		\$185.00	\$113.00
<b>Total Amount of Quote</b>		<b>\$6,463.00</b>		\$10,255.00	\$13,782.00		\$9,800.00	\$12,787.00

\$10,155.00

\$12,672.00

Hourly Service Rate

During normal working hours	\$97.50		\$110.00	\$102.00			\$75.00	\$84.02
After normal working hours	\$133.89		\$165.00	\$153.00			\$100.00	\$98.60
Sunday & holiday working hours	\$178.53		\$220.00	\$204.00			\$127.00	\$105.00

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of April 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and A.G. O'Brien Plumbing and Heating Co., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2018, and shall remain in effect until June 30, 2019 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.** Perform all work as specified in Quote #4288, District-wide Annual Testing & Maintenance of Sprinkler Systems for the period of July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional one-year periods. This contract award includes the testing amount of \$6,463.00 and hourly rates for service and is approximately \$6,463.00. Total Contract award amount to be determined through execution of this contract based upon testing amount, hourly rates and materials as defined in the contractor's quote.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's response;
  3. Contractors Insurance Policy;
  4. Asbestos Containing Materials Acknowledgment Form; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual amount of approximately \$6,463.00 based on testing amount, hourly rates of service and materials as defined in contractor's quote. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause

shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of David J. Spooner, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of A.G. O'Brien Plumbing and Heating Co., 4907 Lightning Drive, Hermantown, 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 without regard to conflict of laws considerations.

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

legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

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

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

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

18. **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:

19. **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.

20. **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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

21. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

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

District Employee  
Doug Hasler

Position  
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>District Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- 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 the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

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

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, 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 the District.

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

A.G. O'BRIEN PLUMBING AND HEATING CO.

  
\_\_\_\_\_  
CEO/Executive Director of Business Services

\_\_\_\_\_  
By

Chair Sig: \_\_\_\_\_  
Name: David A. Kirby, Board Chair  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title

# MEMO

**To:** Duluth School Board  
**From:** Douglas A. Hasler, CFO *DH*  
**Date:** May 3, 2018  
**Re:** Policy Changes

---

In the April Business Committee meeting, a number of existing Board policies were proposed (on first reading) for deletion in coordination with the proposed adoption (also on first reading) of Board Policy 202. In discussion of these changes, Board members expressed interest in making sure that important provisions included in the deleted policies were not “lost” in the event that similar language was not included in Board Policy 202.

I have reviewed all of these policies, specifically policies 8095 (Procedures During Meetings), 9015 (Officers), 9050 (Duties of the Chairperson), 9055 (Duties of the Clerk), and 9060 (Duties of the Treasurer), as well as proposed Board Policy 202 (School Board Officers Bylaw). Based on my review, I find most of the language of the policies proposed for deletion is covered in the proposed Board Policy 202. There are some exceptions, as I outline below:

- Policy 8095 – This existing policy includes language concerning the use of Robert’s Rules of Order, the recording of meetings, and a prohibition against Board members and participants from using recording devices in Executive Closed Sessions that are not included in Board Policy 202.
- Policy 9050 – The existing policy includes language which authorizes the Chairperson to appoint all standing and special committees which is not included in Board Policy 202.

It should be noted that the duties of the clerk and the treasurer as described in proposed Policy 202 are not identical to the description of such duties under Board Policies 9055, and 9060. However, proposed Policy 202 is based on MSBA's model policy and tracks very closely to the duties of these Board officers as provided in Minnesota Statute.

You will notice that there is a proposed resolution that addresses the delegation of the duties of the Board clerk and treasurer. Such a resolution is authorized under the policy and the Minnesota statute. (MS 123B.14)

All of the policies which were proposed for deletion (on first reading) as part of the Business Committee report in April appear unchanged on the May agenda, where such policies are on second reading. If the Board determines that language which has been included in the policies proposed for deletion, but which is not included in proposed Policy 202 should be retained, you can continue these policies on second reading pending inclusion of such language that you find to be necessary. It would also be an option for you to approve the policy changes on second reading in May, and request further policy changes at a future time.

As I think we can all agree, transitioning our existing policies to the MSBA Model policies can be a complicated endeavor. Thank you for your patience throughout this process. I look forward to discussion of these policy issues in our May Business Committee meeting.



## **212 - SCHOOL BOARD MEMBER DEVELOPMENT AND TRAVEL/EXPENSE REIMBURSEMENT BYLAW**

### **I. PURPOSE**

In recognition of the need for continuing in-service training and development for its members, the purpose of this Bylaw is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

### **II. GENERAL STATEMENT OF BYLAW**

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.
- B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.
- C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- D. The school board will reimburse the reasonable and necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions. All travel and development expenses for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

**Legal References:** Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)

**Cross References:** MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115  
First Reading: 11-17-2015  
Adopted: 12-15-2015 ISD709  
Updated: 02-27-2018

## 108 GOVERNMENT DATA PRACTICES ACT POLICY

### I. RIGHT TO ACCESS PUBLIC DATA

The Minnesota Government Data practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says that the data are not public. Government data means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

A government entity is to keep all government data in a way that makes it easy for members of the public to access public data. The public has a right to look at (inspect) all public data that is maintained free of charge. The public also has the right to get copies of public data for which a cost may be charged. The public has the right to look at public data, free of charge, before deciding to request copies.

### II. HOW TO REQUEST PUBLIC DATA

A member of the public who wants to look at (inspect) public data, or request copies of public data is required to submit a written data request. A member of the public may use the Data Request Form (which appears at the end of this policy), or submit a written request including the following information:

- A. State that the request is for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13);
- B. Specify whether the request is to inspect public data, obtain copies of public data, or both;
- C. A clear description of the data to be inspected or copied.

Individuals requesting public data are not required to identify themselves, nor to explain the reason for the data request. It may be necessary to provide the School District with personal information for practical reasons (such as, if copies are to be mailed to the individual's address). In the event that the School District does not understand the request, it will need a means to contact the individual making the request.

### III. RESPONSE TO DATA REQUEST

The School District will review requests for public data and will respond as follows:

- A. Request clarification as to the requested data;
- B. If the data exists, but it is not public, the School District will provide a response as soon as reasonably possible, and identify the law that restricts the release of the requested data;
- C. If the data exists and is public, the School District will provide ***an appropriate and prompt*** response, within a reasonable amount of time, as follows:

- i. Arrange a data, time, and place for the requested public data to be inspected;
- ii. Make copies of the data available, to be picked up, or mailed. Electronic copies of the data will be provided, upon request, if the data is maintained in that format, and a copy can reasonably be made.

If a member of the public does not understand some of the data (technical terminology, abbreviations, acronyms, etc.), a representative of the School District will provide an explanation if asked.

The Data Practices Act does not require the School District to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if the data is not maintained in that form or arrangement. If the School District agrees to create data in response to a request, the School District will work with the individual making the request on the details of the request, including cost and response time.

The School District is not required to respond to questions that are not about data requests, or requests for government data.

#### IV. **REQUESTS FOR SUMMARY DATA**

Summary data are statistical records or reports created by removing identifying information about individuals from entirely private or confidential data.

Members of the public can request summary data on the Data Request Form. The School District will respond to such requests within ten (10) business days with the data, or details of when the data will be ready and the costs to provide the data.

##### **Data Practices Contacts**

Responsible Authority  
 William Gronseth, Superintendent  
 215 North First Avenue East  
 Duluth, MN 55802  
[William.Gronseth@isd709.org](mailto:William.Gronseth@isd709.org)

Data Practices Compliance Official  
 Douglas Hasler, Chief Financial Officer  
 215 North First Avenue East  
 Duluth, MN 55802  
[Data.Request@isd709.org](mailto:Data.Request@isd709.org)

**V. COPY COSTS**

Minnesota Statutes, Section 13.03, subdivision 3(c) authorizes the School District to charge for copies.

Members of the public must pay for copies prior to receiving copies of public data.

If possible, and upon request, the School District will provide an estimate of the total cost of producing copies.

100 or fewer pages of black and white, letter or legal size paper copies cost 25 cents for a one-sided copy, or 50 cents for a two-sided copy.

The charge for other types of copies is the actual cost of searching for and retrieving the data, and making the copies or electronically sending the data.

In determining the actual cost of making copies, the School District will include employee time, the cost of the materials onto which the data is being copied (paper, CD, DVD, etc.). If the request is for copies of data that the School District cannot copy itself, such as photographs, the School District will charge the actual cost for employing an outside vendor to produce the copies.



**DULUTH PUBLIC SCHOOLS - DATA REQUEST FORM**

**Date of Request:** \_\_\_\_\_

**Description of requested data (please be specific, include date spans):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Requested method to access data:**

Inspection: \_\_\_\_\_

Copies: \_\_\_\_\_

Both Inspection and Copies: \_\_\_\_\_

**Note:** There will be a cost charged to provide copies of public data

**Contact Information** (optional)\*

**Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Duluth Public Schools will respond to your request as soon as possible.**

\* You do not have to provide any contact information. However, if you want Duluth Public Schools to mail/email copies of data to you, some type of contact information must be provided. Duluth Public Schools would also need contact information from you if it is necessary to clarify your request.

## ~~1016~~ — INFORMATION REQUESTS

1. All requests for information must be approved by a director or the Superintendent.
2. Under no circumstances shall original information be taken from an office.
3. Public information can be released according to Federal and State Statute. Hard copies are to be billed at materials and labor costs.
4. School Board requests can be made through the Superintendent.
5. Requests for information will only be processed during business hours.
6. The School district has designated the Superintendent of Schools, as the authority responsible for data practices compliance.

Questions may be directed to the Superintendent by calling (218) 336-8752, or writing to the address listed below. Specific requests relating to information on Special Education students can be obtained by providing a written request to the Director of Special Services at the address listed below. Specific requests relating to enrollments can be obtained by calling the Business Services Liaison/MARSS Coordinator, at (218) 336-8705, or writing to the address listed below.

~~ISD 709 — Duluth Public Schools  
215 N. First Avenue East  
Duluth, MN 55802~~

~~Adopted: 06-17-1993 ISD 709  
Revised: 06-20-1995  
06-19-2001  
09-18-2001  
11-20-2001  
08-19-2003  
08-17-2004 ISD 709~~

## 202 SCHOOL BOARD OFFICERS BYLAW

### I. PURPOSE

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

### II. GENERAL STATEMENT OF POLICY

- A. The school board shall meet annually and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. At its option, the school board may appoint a vice-chair to serve in the temporary absence of the chair.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

### III. ORGANIZATION

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.

### IV. OFFICER'S RESPONSIBILITIES

- A. Chair
  - 1. The chair when present shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions, and perform all duties a chair usually performs.
  - 2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.
- B. Treasurer
  - 1. The treasurer, or designee, shall deposit the funds of the school district in the official depository.
  - 2. The treasurer, or designee, shall make all reports which may be called for by the school board and perform all duties a treasurer

usually performs.

3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer, **or designee**, shall receive, endorse, and process the orders in accordance with Minn. Stat. § 123B.12.

C. Clerk

1. The clerk, **or designee**, shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk, **or designee**, shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk **or designee**, shall:
  - a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
  - b. make and transmit to the commissioner certified reports, showing:
    - (1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
    - (2) length of school term and enrollment and attendance by grades; and
    - (3) other items of information as called for by the commissioner.
4. The clerk, **or designee**, shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
5. The clerk, **or designee**, shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
6. The clerk, **or designee**, shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.

8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

D. Vice-Chair ~~Optional~~

The vice-chair shall perform the duties of the chair in the event of the chair's temporary absence.

E. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
  - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
  - b. recommend to the school board employment and dismissal of teachers;
  - c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;
  - d. superintend school grading practices and examinations for promotions;
  - e. make reports required by the commissioner; and
  - f. perform other duties prescribed by the school board.

New Policy: First Reading – April 17, 2018  
Adopted -

**Legal References:** Minn. Stat. § 123B.12 (Finance)  
Minn. Stat. § 123B.14 (Officers)  
Minn. Stat. § 123B.143 (Superintendent)  
Minn. Stat. § 126C.17 (Referendum Revenue)  
Minn. Stat. Ch. 205A (School District Elections)

**Cross References:** MSBA/MASA Model Policy 101 (Legal Status of the School District)  
MSBA/MASA Model Policy 201 (Legal Status of the School Board)  
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

**9015 — OFFICERS**

Officers of the School Board shall be:

Chairperson	Clerk
Vice Chairperson	Deputy Clerk
Treasurer	Board Secretary

Adopted: ~~06-09-1970 ISD 709~~

Revised: ~~07-09-1974~~

~~06-08-1976~~

~~01-04-1993~~

~~06-20-1995 ISD 709~~

## **9050 — DUTIES OF THE CHAIRPERSON**

The Chairperson of the School Board, or in his or her absence the Vice Chairperson, shall perform the following duties:

1. ~~Preside at all regular and special meetings of the School Board.~~
2. ~~Require, relative to voting at School Board meetings, that the manner in which each member voted be recorded in the minutes of the meeting.~~
  - A) ~~When a voice vote is taken with no dissenting votes, the Chairperson shall direct the Clerk to record the vote as unanimous.~~
  - B) ~~When a voice vote is challenged, or there are one or more dissenting votes, the Chairperson will request a show of hands, or direct the roll to be called and the individual votes to be recorded in the minutes as appropriate.~~
3. ~~Sign and execute, in conjunction with the Clerk, all contracts, agreements, deeds, bonds, orders upon the Treasurer, and other documents, when authorized to do so by the School Board.~~
4. ~~Appoint all standing and special committees of the School Board unless the School Board wishes to elect one or more special committees.~~
5. ~~Assure that members of the School Board are informed of the laws which govern their actions.~~
6. ~~Serve as a member on any standing or special committee to which he or she is appointed or elected.~~
7. ~~Perform such other duties as are provided by law.~~

Adopted: ~~06-09-1970 ISD 709~~

Revised: ~~06-08-1976~~

~~06-20-1995~~

~~09-15-1998 ISD 709~~

## **9055—DUTIES OF THE CLERK**

The Clerk of the School Board shall perform the following duties:

1. ~~The Clerk, before entering upon duties of his/her office, shall be instructed in the faithful discharge of his/her duties as Clerk and shall execute a bond to the School District, according to law and in conformity with the policies of the School Board. Said bond, when approved, shall be deposited with the Chairperson of the School Board.~~
2. ~~Receive such salary as the School Board may determine. Such salary shall be payment in full for all services performed by him/her as Clerk.~~
3. ~~Perform such duties as are provided by law and he/she, together with the Chairperson, when authorized by the School Board, shall draw or cause to be drawn, sign and execute all contracts, agreements, deeds of conveyance, bonds, and orders upon the Treasurer.~~
4. ~~Prepare and present to the School Board all necessary matters, reports, and documents.~~
5. ~~Keep a complete and accurate record of the proceedings of the School Board. Such record shall be submitted to the School Board for its approval at its next regular meeting. When officially approved, the record shall be signed by the Chairperson and the Clerk and shall then constitute the official record of the proceedings of the School Board.~~
6. ~~Prepare pay orders upon the Treasurer for regularly audited accounts. Such pay orders shall be officially signed by the Chairperson and the Clerk of the School Board.~~
7. ~~Keep regular sets of books showing a detailed account of all the business of the School Board.~~
8. ~~Keep on file all audited accounts of the School Board, numbered with the same number as the orders drawn in payment thereof.~~
9. ~~Receive and compile all payrolls and draw orders in payment of them.~~
10. ~~Submit all payrolls of the Civil Service employees of the School Board to the secretary of the Civil Service Commission for proper endorsement.~~
11. ~~Notify the secretary of the Public Employees Retirement Fund of all new employees hired by the School Board and of all changes in salary or classification.~~
12. ~~Determine the proper deductions from the payroll orders of all employees who are members of the Public Employees Retirement Fund and so instruct the School District's Payroll Benefits Department.~~
13. ~~At the direction of the secretary of the association, the Clerk shall direct the Payroll Benefits Department to deduct from payroll orders of teachers the amounts due as payments to the treasury of the Duluth Teachers' Retirement Fund Association. All deductions shall immediately be transmitted to the treasury of the Duluth Teachers' Retirement Fund Association.~~
14. ~~Determine the proper deductions from the payroll orders of all eligible employees under OASI program and so instruct the Payroll Benefits Department.~~

- ~~15. Procure and audit all statements for supplies purchased for the use of the schools and for all repairs made to any equipment or property of the School Board. All statements shall be properly certified as to correctness before being submitted to the Business Services Committee.~~
- ~~16. Give proper attention to all insurance of the School District, notifying the Business Services Committee of the expiration of any policies. At its direction, he/she shall obtain bids from insurance agents on needed types of insurance as the policies expire.~~
- ~~17. Operate the system of purchasing supplies set up by the School Board. No purchase may be made under the authority of the School Board by any committee, department head, or individual, without a written order of the Clerk of the School Board, except as provided elsewhere in these policies and regulations.~~
- ~~18. Prepare specifications and advertise for bids for the purchase of property or supplies at the direction of the School Board. He/she shall receive such bids and shall report the findings to the School Board, unless otherwise directed.~~
- ~~19. Upon request, furnish to the standing committees a statement of unencumbered balances in any designated account for their guidance in the consideration of purchases of supplies, equipment, or property.~~
- ~~20. In addition, the Clerk shall perform such duties as the School Board, Superintendent, or standing committees may require.~~

Adopted: ~~06-09-1970~~ ISD 709

Revised: ~~10-12-1976~~

06-20-1995 ISD 709

## **~~9060 — DUTIES OF THE TREASURER~~**

The Treasurer of the School Board shall perform the following duties:

- ~~1. The Treasurer, before entering upon the duties of the office, shall be instructed in the faithful discharge of the duties of the Treasurer according to law and in conformity to the policies of the School Board.~~
- ~~2. It shall be the duty of the Treasurer to receive and have custody of all monies belonging to the Board. The Treasurer shall immediately deposit such monies in the bank or banks designated by the School Board as its repositories.~~
- ~~3. The Treasurer shall submit, as often as may be required by the School Board or its Business Affairs Committee, the following reports:
 
  - ~~a. A full account of all cash received by the Treasurer after entering upon the Treasurer's duties or subsequent to the last Treasurer's report.~~
  - ~~b. Reports of payments made by the Treasurer, together with names of payees.~~
  - ~~c. The amount of cash balances belonging to the School District which are in the Treasurer's care.~~~~
- ~~4. At the close of the year the Treasurer shall submit a report of all receipts and disbursements of the year as provided by law.~~
- ~~5. The Treasurer shall at all times hold open for the inspection of the School Board all records belonging to the Treasurer's office. All such records shall be understood to be the property of the School Board and School District.~~
- ~~6. The Treasurer shall perform such other duties as are required by law.~~

Adopted: ~~06-09-1970 ISD-709~~

Revised: ~~06-08-1976~~

~~03-08-1983~~

~~06-20-1995 ISD-709~~

# MEMO

**To:** Duluth School Board  
**From:** Douglas A. Hasler, CFO *DH*  
**Date:** May 9, 2018  
**Re:** ERC Contract Update

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Following up on concerns expressed by the Board during Monday's Business Committee meeting, I spoke to Derek Smith, ERC representative, concerning the proposed contract for a utility/telecommunications audit.

I informed Mr. Smith of specific Board member concerns as to the level of compensation, and the choice of venue under the proposed agreement.

Mr. Smith has revised the proposed agreement to reflect St. Louis County, Minnesota, as the choice of venue under Section 12, and the location for arbitration proceedings under Section 13.

Mr. Smith has reaffirmed that ERC's compensation under the agreement would remain at 25% of identified and implemented savings. He reports that compensation under ERC's agreements with other clients typically ranges from 33% to 50%. He also maintains that it would not be cost effective for ERC to enter into this agreement with a lesser level of compensation than is proposed.

I have informed Mr. Smith that Board members expressed significant concerns about ERC's proposed compensation under the agreement, and that it is uncertain whether the Board will approve an agreement based on the 25% of savings compensation level.

I am recommending approval of ERC's revised agreement. While it is likely that savings which would accrue to the School District as a result of this agreement will be modest, I believe it is savings we would not obtain absent a utility/telecommunications audit like that offered by ERC. I also believe that any savings would be beneficial to the School District at this time.



Client: Duluth Public Schools  
 Address: 215 N 1st Ave East  
Duluth, MN 55802  
 Email: douglas.hasler@isd709.org

Contact: Douglas Hasler  
 Title: CFO & Exec. Director of Business Services  
 Phone: 218- 336-8704  
 Fax: \_\_\_\_\_

**THIS AGREEMENT** is made and entered into by and between **Duluth Public Schools** (hereinafter referred to as “Client”) and The Eric Ryan Corporation (hereinafter referred to as “ERC”), either referred to as “Party.”

**WITNESSETH:**

**1. ERC OBLIGATION**

ERC agrees to review and analyze any utility, telecommunication, and internet/data billings. Billings shall include any electric, gas, water, sewer, cellular (wireless), data, internet, local and long distance billings provided by Client. ERC agrees to serve as a consultant with respect to those billings, as defined below for the locations listed on the attached Schedule A:

- 1.1 ERC will review and analyze all billings provided by Client for billing errors on past billings that may result in refunds or credits and analyze the information provided to see if there are potential future savings. During the utility audit process, ERC will check for, but not be limited to, opportunities such as billing errors, time of use rates, governmental economic riders, utility riders, off-tariff rates, and minimum billing issues. During the Telecommunications audit process, ERC will check for, but not be limited to, opportunities such as billing errors, lines that are not in use, government taxing errors, casual billing, cramming, slamming, and minimum billing issues.
- 1.2 ERC will review any existing contracts with the utility company, energy supplier and telecommunication companies to determine if the pricing is being billed correctly and to make recommendations as to the feasibility of continuing the contract arrangement.
- 1.3 ERC agrees to use its best efforts to obtain natural gas and electricity pricing from third party suppliers in those market areas that are applicable for the locations listed on the attached Schedule A. ERC will evaluate the pricing and market conditions and make recommendations to the Client with regard to that pricing. Upon approval from Client, ERC will implement the recommendation and monitor the billings on a monthly basis to ensure the contracted pricing and volumes are correct.
- 1.4 ERC agrees to use its best efforts to obtain telecommunications pricing (long distance, local landline, circuits, and cable) in those market areas that are applicable for the locations listed on the attached Schedule A. ERC will evaluate the pricing and make recommendations to the Client with regard to that pricing. Upon approval from Client, ERC will implement the recommendation and monitor the billings on a monthly basis to ensure the contracted pricing is correct.

**2. ERC COMPENSATION**

In consideration of ERC providing the services described herein, Client agrees to pay to ERC a fee of twenty-five percent (25%) of all refunds/credits (for anything not listed on the Exhibit A) recovered as a result of efforts by ERC on Client’s behalf. The same percent shall apply for twelve (12) months for all future billing reductions as a result of the efforts of ERC that are approved for implementation by Client. The future savings period will begin the first date Client is invoiced by ERC for that particular recommendation. Should Client choose to implement any of ERC’s recommendations on its own, ERC has the right to invoice Client according to the terms of this Agreement for any savings realized by Client. Client agrees to pay such fee(s) upon receipt of an invoice from ERC.

**3. ADDITIONAL SERVICES**

Any projects outside of the Scope of Services as defined in Section 1 will be invoiced at an hourly rate of one-hundred thirty-five dollars (\$135.00). Any projects that are considered outside the Scope of Services will be submitted in writing to the Client and must be approved by both parties before commencement of the services.

**4. TERM**

This Agreement shall be in effect from the date of execution by ERC through a period of twelve (12) months. Upon expiration, any fees still due as defined in Section 2 will be the obligation of the Client. Should a location listed on the Schedule A sell or close to an unrelated third Party at any time during the term of this Agreement, that location shall be removed from the Schedule A and will no longer be a part of this Agreement. Any outstanding invoices due at the time of removal of said locations will be the obligation of the Client.

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

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

**5. CLIENT OBLIGATIONS**

Client is under no obligation to implement any of ERC’s recommendations, but must provide written notice within sixty (60) days of presentation with their intentions regarding any recommendations made by ERC during the term of the Agreement. Should Client not provide notice, then ERC shall have the right to estimate savings and invoice for that particular recommendation. Client shall complete the attached Exhibit A at the time of execution of this Agreement in order to notify ERC of any projects or billing issues that Client is working on or plans to be working on to reduce costs or obtain refunds. Client must provide copies of any billings or contracts within thirty (30) days written notice by ERC.

**6. EXHIBIT A, PROJECTS AND BILLING ISSUES**

Should ERC identify any item not documented in writing by Client on Exhibit A, then ERC shall be entitled to compensation as indicated in Section 2 and Section 9 of this Agreement.

**7. EXCLUSIVITY/NON-COMPETE**

Client hereby agrees to engage ERC as its exclusive agent for the services defined in Section 1 for the duration of this Agreement. Client agrees that during the term of this Agreement, it shall not engage any other third party as its agent for the purchase of energy services or pricing of telecommunications services without prior notice and obtaining written consent from ERC. Client also agrees not to negotiate with any suppliers or telecommunications providers without the express written consent of ERC.

**8. ASSIGNMENT**

This Agreement, and any fees due as a result of services provided herein, shall be binding upon and inure to the benefit of the respective Parties, their heirs, executors, administrators, successors and assigns.

**9. EVENT OF DEFAULT**

If any Event of Default shall occur ERC reserves the option to terminate all obligations under this Agreement (including any obligation to provide further services), and, at ERC’s option, all indebtedness, invoiced and to be invoiced prior to the termination of the Agreement, will become immediately due and payable. Client shall be liable for all monetary damages including direct, indirect, special and consequential associated with the default. An “Event of Default” shall be defined but not limited to the following:

- 9.1 Any payments due to ERC from Client that are more than ninety (90) days past due.
- 9.2 Failure to approve or disapprove savings opportunities presented within sixty (60) days.
- 9.3 Failure to provide bill copies or request for information within thirty (30) days after the request. Should Client fail to provide bill copies for savings verification purposes, ERC reserves the right to estimate and invoice for savings.
- 9.4 Client engages third party as its agent for the purchase of energy related and/or telecommunications services without notification or written consent.

**10. REMEDY OF BREACH**

In any Event of Default or breach of the Agreement terms by either party, the aggrieved party must provide the defaulting party with written notice of the alleged breach, whereupon the defaulting party will have fourteen (14) days from receipt of said notice to cure such breach. If the defaulting party fails to cure the breach, the aggrieved party may provide written notice of its intent to terminate the contract. Prior to actual termination, the parties will attempt to resolve the matter amicably through mutual discussions within seven (7) days after receipt.

**11. LIMITATION OF LIABILITY**

In no event shall ERC be liable to Client for consequential damages. ERC’s maximum liability under this Agreement shall not exceed ERC’s compensation from Client during the six (6) months prior to the incident giving rise to the claim.

*CLIENT:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*ERC:* \_\_\_\_\_ *Date:* \_\_\_\_\_



**12. CHOICE OF LAW/VENUE**

Subject to the Arbitration clause in Section 13, this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts or choice of law provisions, and, in the case of any claims or disputes arising under this Agreement, the parties agree that venue shall lie exclusively in the Courts of St. Louis County, Minnesota.

**13. ADDITIONAL ARBITRATION**

Notwithstanding the Choice of Law/Venue provision herein, any controversy or claim arising out of or relating to this contract, or the breach thereof, involving an amount in excess of the jurisdictional limits for hearings before District Justices in St. Louis County, MN shall be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its then-current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties agree to employ the expedited procedures set forth in Sections E1-E10 of the Commercial Arbitration Rules of the American Arbitration Association or any successor provisions, provided that the arbitration shall be conducted in St. Louis County, Minnesota.

**14. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties and supersedes all prior representations, agreements, arrangements and understandings between the parties, whether oral or written. This Agreement may be modified only by a writing signed by all parties.

**15. NOTICES**

Except as otherwise expressly provided herein, all notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient when mailed by United States mail, delivered by Federal Express or similar overnight delivery service, or delivered in person to the Party to which it is to be given, at the address of such Party set forth below, or to such other address as the Party shall have furnished in writing in accordance with the provisions of this Section:

**If to ERC:**

**The Eric Ryan Corporation  
Mary DeCaria  
1 Early Street, Suite A  
PO Box 473  
Ellwood City, PA 16117**

**If to Client**

**Name  
Attention  
Address**

Client affirms that it has read this Agreement in its entirety and agrees to the terms and conditions contained herein.  
Client Agreed to and Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**THE ERIC RYAN CORPORATION**

**DULUTH PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The persons who have executed this Agreement represents and warrant that they are authorized to bind the party for whom they sign and that no further action is required to authorize or make this Agreement effective and enforceable according to its terms. This Agreement will take full effect on the date of execution by ERC.*



**EXHIBIT A**

**Client:** *Duluth Public Schools*

**Projects/Billing Issues:**

List all items Client is currently working on. ERC will not work on nor share in the savings directly related to the billing issues listed below. Should ERC identify any item not documented in writing by Client on Exhibit A, then ERC shall be entitled to compensation as indicated in Section 2 of this agreement:

Project/Billing Issue Client is Currently Working On	Account Number	Utility/Telecom Vendor

*CLIENT:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*ERC:* \_\_\_\_\_ *Date:* \_\_\_\_\_



## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
CTE Program	Mary Lahti	In Kind	None	2007 Dodge Caravan SV
Denfeld	Rotary Club of Duluth	\$900.00	Art	
Denfeld	Rotary Club of Duluth	\$1,000.00	Speech	
District-Wide	Allison Pank and Kealey Pank	In Kind	Screeener is to be used by ISD 709 nurses and staff to screen the vision of students whenever and wherever they see a need	Donated a spot Vision Screeener, printer, tripod, suitcase for transporting screen & printer, box of paper, & extra ink cartridges for the printer (total value of about \$8,600)
East	Dave Rogotzke	In Kind	No	Salmon (35 pounds @ \$9/lb = \$315) cooked/served at parent/teacher conferences
East	Twin Ports IBEW 242 - NECA LMCC	\$200.00	East Activities	
East	Rotary Club of Duluth	\$1,000.00	Honorarium - Circle of Friends	
Homecroft	Lifetouch	\$181.95	No	

<b>SCHOOL</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>RESTRICTION</b>	<b>COMMENTS</b>
Laura MacArthur	Gregory & Sheila Fox	\$300.00	1 <sup>st</sup> grade field trip to the Playhouse	
Laura MacArthur	Irving Community Assn.	\$1,000.00	5th grade Wolf Ridge field trip	
Lowell	Alia Allan	In Kind	No	Donor wanted Lowell to have a new microwave in the cafeteria
Myers-Wilkins	Janet Akervik	\$50.00	World Beat Drumming Drum Purchase	
Ordean-East	McLaughlin, Daniel / Elizabeth	\$70.00	Robotics Club	

**Resolution**

## Delegate the Duties of Treasurer and Clerk

WHEREAS, Minnesota Statutes §123B.14 specifies the duties of Board officers, including the clerk, and the treasurer;

WHEREAS, the duties of the clerk and the treasurer, as defined by Minnesota statute, incorporate operational responsibilities the regular performance of which are not practical for a Board officer;

WHEREAS, Minnesota Statutes §123B.14, Subd. 1 provides that the persons who perform the duties of the clerk and treasurer need not be members of the Board;

THEREFORE, BE IT RESOLVED THAT the School Board of Independent School District 709 appoints

- (1) the Executive Director of Business Services to serve as Deputy Clerk, and is designated to perform the duties of the Clerk; and
- (2) the Finance Manager to serve as Deputy Treasurer, and is designated to perform the duties of the Treasurer.

The Deputy Clerk and the Deputy Treasurer are authorized to delegate tasks associated with these duties as they determine to be necessary and practical.

**RESOLUTION**  
Release and Pledge of Collateral

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby releases the \$500,000 par value FHOR (First Home Owner Rate) note, CUSIP (Committee on Uniform Security Identification Procedures) number XXXXXXKG7, pledged as collateral by Harbor Pointe Credit Union.

BE IT FURTHER RESOLVED, By the School Board, that it accepts the pledge collateral of a \$500,000 par value FNMA (Federal National Mortgage Association) note maturing 3/29/2019, CUSIP number XXXXXXEB7 in exchange for the released collateral noted above.

**RESOLUTION**

Designation of the Superintendent as the Identified Official with Authority (IOwA) for  
Minnesota Department of Education (MDE) SERVS Financial

WHEREAS, the Minnesota Department of Education (MDE) requests that School Districts annually designate the Superintendent as the Identified Official with Authority (IOwA) for the MDE External User Access Recertification System (SERVS Financial). The Identified Official with Authority is responsible for assigning job duties to the appropriate School District staff and authorizing access to MDE secure systems. This annual review and designation of the Superintendent as Identified Official with Authority is in accordance with State Access Security Standard 1.0.

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Superintendent of Schools, be designated the legal authorized representative to serve as the 2018-2019 Identified Official with Authority (IOwA) for MDE SERVS Financial for the School District.

**RESOLUTION**

## Authorizing the Sale of Hartley Field School Property

WHEREAS, the School District owns 23.64 acres of undeveloped property adjacent to Hartley Park; and

WHEREAS, the School District has no current, or anticipated use for this property; and

WHEREAS, District Administration has entered into discussions with representatives of the City of Duluth as to the possible sale of this land to the City;

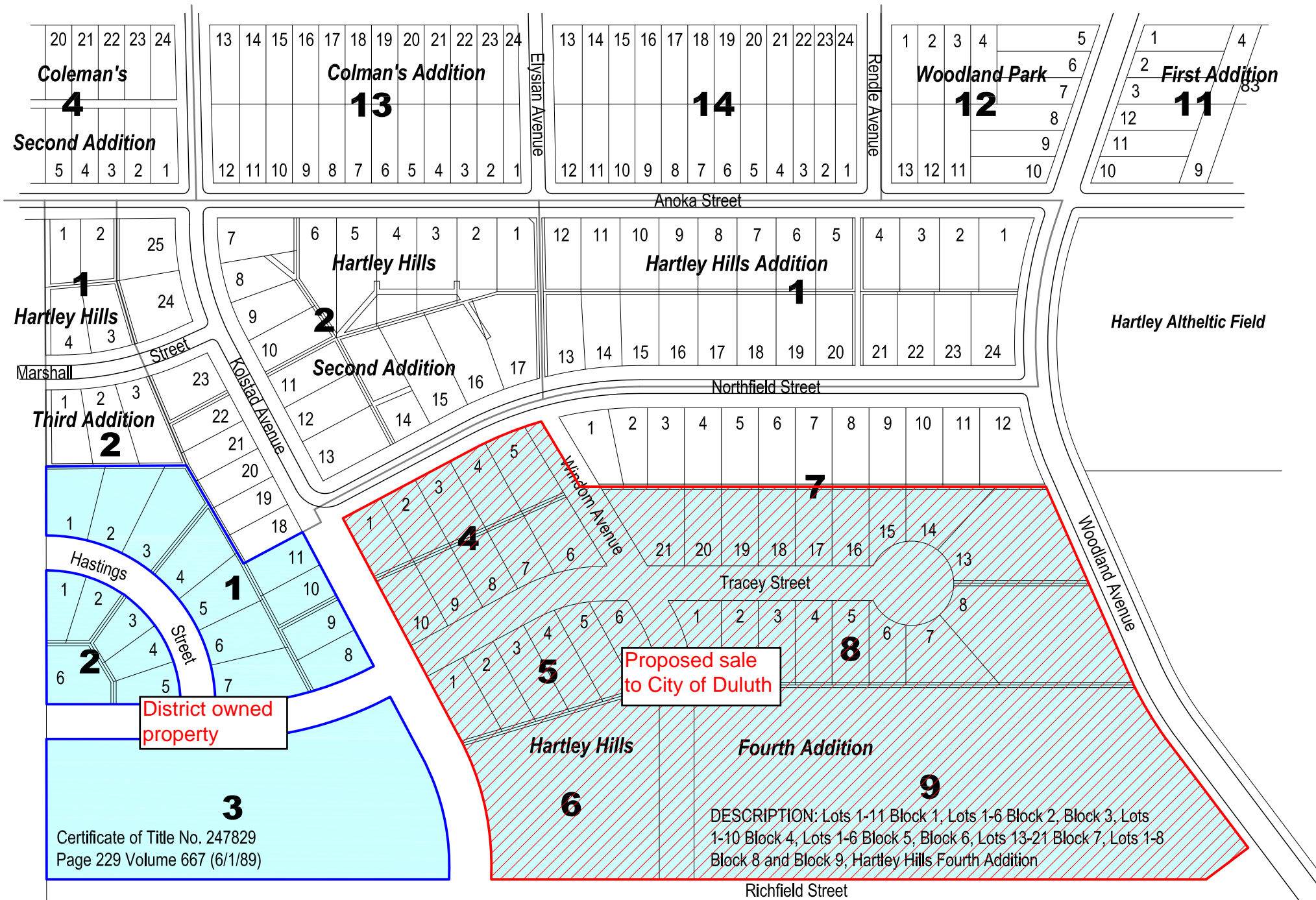
WHEREAS, the City has been approved to receive land preservation grant funds from the State of Minnesota for the purpose of acquiring this property.

NOW, THEREFORE, BE IT RESOLVED the School Board of ISD 709, Duluth, Minnesota, hereby authorizes the sale of real property described on EXHIBIT A attached hereto, and

BE IT FURTHER RESOLVED, the School Board authorizes District Administration to negotiate a purchase agreement with the City of Duluth for the sale of the Hartley Field School Property, and the School Board Chair is authorized to execute the purchase agreement and all other documents required for closing on the property sale transaction.

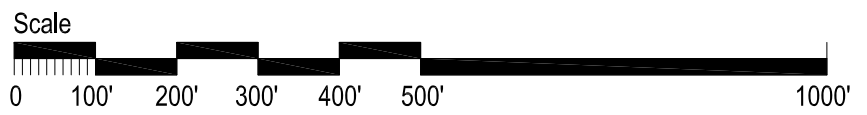
**EXHIBIT A – Resolution / Hartley Sale  
Legal Description**

Lots One (1) through Ten (10), both inclusive, Block Four (4);  
Lots One (1) through Six (6), both inclusive, Block Five (5);  
All of Block Six (6);  
Lots Thirteen (13) through Twenty-one (21), both inclusive, Block Seven (7);  
Lots One (1) through Eight (8), both inclusive, Block Eight (8);  
All of Block Nine (9);  
together with all vacated streets and avenues appurtenant thereto, all in HARTLEY HILLS  
FOURTH ADDITION, St. Louis County, Minnesota.



**34.58 Acres**  
**Hartley Field Property**

*Hartley Park*  
 **23.64 Acres**



**Expenditure Contracts Signed  
April 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of April 2018:

<b>Name</b>	<b>Amount (or Not to Exceed)</b>	<b>Source</b>	<b>Description</b>
Nathaniel Wilson	\$2,000.00	American Indian Education	Keynote speaker for 2017-18 American Indian Education senior student/family banquet and speaking engagement at East High School
Northland Securities, Inc.	\$5,000.00	Business Services	Financial planning assistance for operating referendum in November 2018
Amy Wolcott	\$2,000.00	Curriculum	Cultural coordination for the River Quest field experience
Joan Sargent	\$5,700.00	Denfeld	Facilitation of 4 ½ day Intercultural Leadership retreat
PowerSchool BusinessPLUS	\$13,440.00	Finance	Software upgrade
Minnesota Humanity Center	\$1,000.00	Office of Education Equity	Workshop on Increase Engagement Through Absent Narratives
Nutrislice	\$9,000.00	Child Nutrition	Software license used to post menus (with calories and pictures). Three year contract for \$3,000/year

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of March, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Nathaniel Robert Wilson, 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 March 20, 2018, 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.** The contractor will be the Keynote speaker for the 2017-18 American Indian Education senior student/family banquet. Keynote rate for contractor is \$600.00 (six hundred dollars). Contractor will also provide speaking engagement to East High School students during WIN, rate being \$200.00 (two hundred dollars).
3. **Background Check.** (Applies to contractors working independent with students)
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 (including but not limited to travel, meals, and lodging) in performing said obligations at a rate of \$800.00/day up to a sum not to exceed \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Nathaniel Robert Wilson, 2043 W Pasadena Ave #1 Phoenix, AZ 85015; 651-468-1387.

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.



## FINANCIAL PLANNING AGREEMENT

BY AND BETWEEN  
 ISD 709, DULUTH PUBLIC SCHOOLS  
 AND  
 NORTHLAND SECURITIES, INC.

### 2018 OPERATING LEVY REFERENDUM PROJECT

This Agreement made and entered into by and between the ISD 709, Duluth Public Schools (hereinafter "DISTRICT") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

#### WITNESSETH

WHEREAS, the DISTRICT desires to use the services of NSI for financial planning assistance related to planning for an operating referendum in November 2018.

WHEREAS, the advice rendered by NSI is intended solely for financial planning purposes. NSI is not providing advice or any recommendation on the timing, terms, structure or similar matters related to a specific bond issue. The financial planning services provided by NSI do not create a relationship, direct or implied, related to the issuance of municipal securities that may result from this planning.

WHEREAS, NSI desires to furnish services to the DISTRICT as hereinafter described.

NOW, THEREFORE, it is agreed by and between the parties as follows:

#### SERVICES TO BE PROVIDED BY NSI

The proposed scope of work is designed to provide services at the request of the District related to the planning and execution of the 2018 operating levy referendum.

#### BASIC SERVICES

The proposal is based on a core service package with optional services that can be added at the discretion of the DISTRICT. NSI expects to attend board meetings and other meetings with district officials as necessary to carry out the services described below.

### TASK 1 – FINANACIAL ANALYSIS

- Prepare interactive spreadsheet to be shared with the DISTRICT for assessing impact of different referendum scenarios.
- Gather data from the DISTRICT, counties and Department of Education to build model.
- Prepare and validate tax impact of different operating referendum scenarios. Once a scenario has been selected, NSI will prepare a static tax impact handout that can be shared with the DISTRICT and community stakeholders.

### TASK 2 – PROCESS FACILITATION

NSI will work with legal counsel to provide required information and make sure all legal notices, ballot language and resolutions are prepared and executed in a timely manner.

### TASK 3 – COMMUNICATION MATERIALS

- Gather data and prepare informational materials to be included in District communications about the operating referendum. This can include preparation of various graphs, charts and other financial data.
- NSI will build an online tax calculator to be hosted on the DISTRICT'S website that allows tax payers to input property parcel numbers and receive a specific tax impact based upon the referendum market value for their property.
- Presentation of property tax impacts and state aid calculations related to the operating referendum.

### TASK 4 – STRATEGIC THINKING

- Development of materials and attendance at meetings to help the DISTRICT build a narrative, understand context and develop referendum strategies.
- Presentation of data related to how the DISTRICT compares to peer districts across the state.

### ADDITIONAL SERVICES

The DISTRICT may authorize NSI to provide additional planning services as the project requires. The tasks described in the agreement present the tasks that NSI expects to perform. NSI will provide a written scope of work and budget for all additional services.

### COMPENSATION

Northland will complete the work as described in this proposal for a cost not to exceed \$5,000. We will bill upon completion for work performed at the rate of \$200/hour.

The DISTRICT will only pay for our services when they are needed. Several factors illustrate these objectives:

- There are no incidental or hidden fees. Northland will not bill the DISTRICT for any out of pocket expenses for Travel, copying, mail/shipping, and printing.

- Our hourly rates are very competitive.
- The experience of our staff allows us to work efficiently and with lower total project budgets.
- When we agree to a "not to exceed" budget, which is our practice, we will not bill for a greater amount unless you request services outside of the work scope.

#### ASSIGNED NORTHLAND EMPLOYEES

The NSI employees responsible for providing services pursuant to this agreement and for the services performed are Michael Hart and Greg Baufield.

#### SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the DISTRICT and NSI and their successors or assigns.

#### DISCLAIMER


In performing service under this agreement, NSI is relying on the accuracy of information provided by the DISTRICT, counties and Department of Education. The services provided by NSI are based on current State Law. The parties agree that the state statute related to the operating referendum and other laws may change and may affect the accuracy and validity of services provided by NSI. NSI will perform its work using the best available information. The DISTRICT recognizes and accepts that future growth, property values, student data, and aid formulas may vary from the assumptions used by NSI and such changes may affect the work product produced and provided by NSI.

#### TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the DISTRICT or NSI.

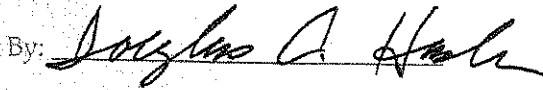
Dated this 26th day of April, 2018

Northland Securities, Inc.

By: 

Executive Vice President/Director of Public Finance

ISD 709, Duluth Public Schools

By: 

CFD / Duluth Public Schools  
Title

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of February, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Wolcott, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 5, 2018, and shall remain in effect until June 1, 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.** Contractor will provide curricular coordination for the River Quest field experience. River Quest is an event for area sixth graders where students learn about the St Louis River Estuary and its impact on the environment, the community, industry and the economy. The contractor's duties include but are not limited to attending meetings, distributing material, assisting in writing curriculum, and coordinating scheduling, organization and attendance of the event to be held May 14-17, 2018.

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

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

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Aaron Salmela, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Amy Wolcott, 5652 Rose Rd, Hermantown, MN 55811 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 without regard to conflict of laws considerations.

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

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

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

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

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

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

18. **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:

19. **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.



## Contract Agreement

**This Agreement**, made and entered into this 12th day of April, 2018 and between Independent School District #709, a public corporation, hereinafter called District, and Joan Sargent, and independent contractor, hereinafter called Contractor.

**The purpose of the agreement** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 12, 2018 and shall remain in effect until June 30, 2018 terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Provide A separate page detailing a description of the programs of services to be performed by contractor, as well as the funding source for payment.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,700. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. **This Agreement will not be approved unless TIN is provided.**
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, 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 Doug Hasler, Director of Budget &

Finance, ISD709, Duluth Public Schools, 215 N. 1st Ave. E. Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing ~~in~~<sup>197</sup> the United States Mail to 230 W. 6th Street Duluth, MN 55806. (Mailing address, including zip code.

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
14. **Insurance.** (If applicable)

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

Independent School District #709

Ma

Chair

Ma

Clerk

Joseph M. Ferraris

Program Director

Joseph O. Hall

Director of Budget and Finance

Contractor

Joan Sargent

Name

Independent Contractor 9/30/16

Title

Date

Taxpayer Identification Number

4-12-19  
Date

## Description of Services

To be provided by independent contractor Joan D. Sargent  
For ISD #709- Denfeld High School for the academic year 2017-18

- Facilitate 4 ½ day Intercultural Leadership Retreat
- Organizational meetings as needed with Denfeld Administration
- Determine participant list (mix of gender/ content area/ certified & non-cert., ringers)
- Schedule retreat dates and space
- Administer formative evaluation midway through retreat and summative evaluation at conclusion of retreat
- Provide mini orientation session to onboard new staff to intercultural process
- Draft communication to invite participants
- Send letter of invite from administrator to participants
- Set up IDI electronically for 21 participants
- Purchase and setup DiSC
- Order Intercultural Conflict Survey (ICS)
- Create spreadsheet to track inventory completion & IDI feedback sessions
- Schedule and provide individual IDI feedback sessions with QA's
- Agenda retreat revisions as needed
- Prepare facilitator schedules
- Prepare handouts for participants (binder cover/three hole punched/collated)
- Purchase and gather all supplies
- Send follow communications via email with retreat logistics to participants
- Create IDI and DiSC group profile
- Order DiSC Group Profile
- Finalize menu and confirm with site



**Professional Services Scope of Work**  
**DULUTH INDEPENDENT SCHOOL DISTRICT**  
PowerSchool  
BusinessPLUS

## QUOTATION FOR SERVICES

### *Purpose of Document*

The purpose of this Scope of Work (“SOW”) is to outline the process, approach, completion criteria, and associated costs for the deliverable as requested by the DULUTH INDEPENDENT SCHOOL DISTRICT (“Client”). This Scope of Work is subject to the terms and conditions of the current master agreement between Client and PowerSchool and any associated policies, pursuant to which PowerSchool Group LLC (“PowerSchool”) has licensed the PowerSchool application to Client.

### *Scope of Service*

- BusinessPLUS Professional Services Training

### *Deliverable Example(s)*

N/A

### *Assumptions*

Both Parties agree to the following assumptions:

- All PowerSchool services will be performed remotely/off-site utilizing remote connectivity including conference call and WebEx sessions unless on-site services are specifically quoted under Objectives. Any remote connectivity tools used will be at PowerSchool’s cost. Any on-site costs listed under Objectives will be at Client’s cost.
- All business decisions, specific task assignments, general governance, and liability for work performed are the responsibility of Client’s school personnel. Neither PowerSchool nor any PowerSchool Project Manager/Technical Resource is authorized to take responsibility for business decisions, or to assign work to individuals except via the Client’s project manager or their designees.
- The Client will create, oversee, and enforce a change control methodology to ensure that proposed data, technical, and functional changes are evaluated in a test or support environment before they are deployed to a Production environment so as not to adversely affect the deliverable. All liability for changes made to the Production PowerSchool environment(s) are assumed by the Client’s Department of Education or individual school districts.
- The Client will provide access to test/development environment and/or production environment as needed or required to complete deliverable. This includes but is not limited to PSAdmin access, database access, local server file system access and other resources as needed to complete deliverable. The Client understands that diagnosing or otherwise troubleshooting access issues is outside of this scope of work and is billable on a time/materials basis.



- PowerSchool will make every effort to match the content and format of any supplied samples related to this request with any developed output. However, PowerSchool cannot guarantee that all items included on a sample can be included in the final deliverable. Further, Client understands that final output may vary from any supplied sample.

### ***Timeline***

All effort shall be scheduled and milestones defined during the project kickoff.

## ***Project Kick-off, Planning and Management***

### ***Objectives***

<b>Items</b>	<b>Description</b>
Kick-off Meeting	The PowerSchool Project Manager/Technical Resource will conduct a Kick-off Meeting with the Client to establish responsibilities, milestones, and a basic Project Timeline as applicable.
Establish development tasks	The PowerSchool Project Manager/Technical Resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
Milestone deliveries	The PowerSchool Project Manager/Technical Resource will establish the timeline for delivery of milestones during development.
Project Status Reporting	The PowerSchool Project Manager/Technical Resource and the Client will agree on an acceptable method and timing of status reports.

### ***Approach***

PowerSchool will assign a Project Manager/Technical Resource to assist through the following phases:

- Project Kick-off, Planning, and Management
- Design of Deliverable
- Active Development
- Testing and Validation
- Project Completion/Sign-Off

The Client will:

- Identify Client project lead that will work with PowerSchool throughout the effort.
- Attend Kick-off meeting and all subsequent meetings.
- Provide access as needed to Client resources throughout the effort.
- Provide timeline input and feedback throughout the effort.
- Manage Client Business Process Change throughout the effort.
- Test deliverables for the agreed upon functionality and display, and notify the PowerSchool Project Manager/Technical Resource of any concerns.
- Participate in milestone deliveries and sign-off.

### *Project Change Request*

Changes to this original scope of work may be requested by the Client and reviewed by PowerSchool for potential changes in the costs related to the work. If Client requests modifications or additions to the work either during or after PowerSchool's development of the deliverable, such rework or additional work due to Client-requested modifications or additions shall be performed at an additional cost. PowerSchool will provide Client with an additional cost quote in response to Client's requests. Once approved in writing by both the Client and PowerSchool the change request will become a part of this document and the work completed as agreed.

### *Project Change Control Procedure*

The following process will be followed if a change to this Scope of Work is required.

- A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the project.
- The designated Program/Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Program/Project Managers will review the proposed change and recommend it for further investigation or reject it. PowerSchool will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. PowerSchool will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the agreements between the parties.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

### *Professional Services*

#### *Objectives*

Description
- BusinessPLUS Professional Services
7.11 Upgrade Services/Training
- Remote Project Manager

#### *Information Provided by Client*

- Customer to identify appropriate resources within the District who will participate in training services.

### ***Billing Terms***

This SOW is structured on a time and materials basis. Client will be billed as services are rendered.

### ***Additional Terms and Conditions***

1. Client's PowerSchool standard annual support charges for the Product do not include support for custom work or software modifications.
2. PowerSchool warrants that after delivery, the deliverable supplied by PowerSchool pursuant to this Statement of Work will substantially conform to the specifications provided herein. The standard warranty will expire thirty (30) days after date of delivery. Bug fixes submitted during this time do not extend the warranty. The foregoing warranty shall not apply if the deliverable has been modified by Client or is used in a manner that does not conform to the instructions provided by PowerSchool, if any. If the deliverable does not meet the requirements of this warranty, Client shall be responsible to so notify PowerSchool in writing during the warranty period and provide PowerSchool with sufficient detail to allow PowerSchool to reproduce the problem. After receiving such notification, PowerSchool will undertake to correct the problem by programming corrections and/or reasonable "work-around" solutions. The foregoing states the complete and entire remedies that Client has under this warranty. PowerSchool shall have no responsibility for any warranty claims made outside of the warranty period. Client acknowledges that, unless otherwise expressly agreed in writing by PowerSchool, all work performed under this SOW shall be subject to resource availability and that the fees set forth on the Quotation are an estimate of the total cost. PowerSchool cannot guarantee a timeframe for delivery. If the total number of hours needed to create and deliver this specific deliverable exceeds 70 hours, PowerSchool will provide Client with an additional quote of the time required to complete the deliverable in progress. In addition, Client acknowledges that during the production of the deliverables it may be necessary for PowerSchool, due to limitations associated with the Product or related database, to create a work-around or reevaluate the specifications associated with a deliverable to either provide the deliverable or deliver comparable results. Any such deviations that arise during the project shall be managed with a Project Change Request and may result in adjustments to the deliverables and additional charges. PowerSchool may, at its option, require a purchase order for this additional amount in order to proceed.
3. All deliverables will be based upon the feature functionality of a single released version of the Product and PowerSchool will use such version for the creation of the deliverables. PowerSchool makes no representation or warranty that the deliverables provided will function or be compatible with any version of the Product other than the version used by PowerSchool in the creation of the deliverables.
4. This Statement of Work does not include training, or updates to the work developed in this Statement of Work unless specifically listed under Objectives. Additionally, this Statement of Work does not include ongoing technical support beyond the thirty (30) day warranty.



- 5. All rights, title, and interest in any know-how, trade secret information, and all copyrightable material, copyrights, and copyright applications which PowerSchool conceives or originates, either individually or jointly with others, and which arise out of the performance of this SOW, will be the property of PowerSchool. Works of authorship created by PowerSchool in the performance of this Statement of Work are not “works made for hire” as defined under U.S. Copyright Law.
- 6. All work performed under this Statement of Work shall be subject to the current master agreement by and between PowerSchool and Client and no other rights, title, interest, or license to the deliverables, whether express or implied, is granted to Client.

### ***Client Agreement Process***

This is a quotation for development work to be performed by PowerSchool Group LLC. If executed by Client and returned to PowerSchool along with a purchase order prior to the expiration date of this quotation, this quotation will become a Statement of Work and PowerSchool will commence the work identified herein. This Statement of Work is subject to the terms and conditions of the current master agreement between Client and PowerSchool under which PowerSchool licensed the Product to Client. The term “Product” refers to the PowerSchool product that the Client has implemented, as identified above.

If Client wishes to proceed with the purchase of the above-quoted work, please have a copy of this quotation executed by an authorized representative of Client and return to either:

Email: [Sharron.Bragg@PowerSchool.com](mailto:Sharron.Bragg@PowerSchool.com)

Email: [Eric.Walsh@PowerSchool.com](mailto:Eric.Walsh@PowerSchool.com)

This quote is valid thirty (30) days from 04/17/18. If an executed copy of this quote and a purchase order are not received within said thirty (30) day period, this quote shall expire; provided, however, that if PowerSchool receives a copy of this quote executed by Client along with a purchase order after said expiration date, PowerSchool may, but shall not be obligated to, proceed with the work as contemplated herein.

### ***Project Price and Hours***

Duration	Service Description	Fee
40 Hours	7.11 Set-up / Training	\$7,500.00
16 Hours	7.11 SubTracker Set-up/Training	\$3,000.00
14 Hours	Remote Project Management	\$2,940.00
<b>Total</b>		<b>\$13,440.00</b>

### ***Payment Terms***

All service fees are due upon receipt of invoice(s).

**Professional Services Agreement  
DULUTH INDEPENDENT SCHOOL DISTRICT**

**Project Price: (USD): \$13,440.00**

**Project Hours: 70**

<p><i>Accepted and Agreed To:</i> Client: <b>DULUTH INDEPENDENT SCHOOL DISTRICT</b></p> <p>Name: <u>Douglas A. Hasler</u></p> <p>Title: <u>CFO</u></p> <p>Signature: <u>Douglas A. Hasler</u></p> <p>Date: <u>04/30/18</u></p>	<p><i>Accepted and Agreed To:</i> PowerSchool Group LLC</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
--	---

- Please indicate if you are a PowerSchool Hosted Client by checking this box.  
By checking this box, you give PowerSchool permission to utilize your data for an internal test server to develop and test the deliverable that we are creating for you so as not to impact your Production environment throughout the course of development



April 11, 2018

William Howes  
Duluth Public Schools  
Duluth, MN 55802

Dear William,

We are thrilled Duluth Public Schools is inviting the Minnesota Humanities Center to offer an *Increase Engagement Through Absent Narratives* workshop for your educators and other community members on Saturday, May 19, 2018 at your location. Below is a Memorandum of Understanding (MOU) confirming the details and scope outlined in a recent email with me and a phone conversation with Sung Ja Shin, our lead program officer on this project. I am happy to discuss any changes in the scope outlined below. Once we have a signed agreement, Sung Ja Shin will be your primary contact person.

The Humanities Center values a partnership with Duluth Public Schools as we share a mission and purpose to support success for all students by helping educators relate to students, families, and communities, and each other. Please sign and return this agreement *no later than April 24, 2018* so the Humanities Center can secure contracts with the workshop facilitators. Thank you for this opportunity.

Sincerely,

Casey DeMarais  
Director of Programs

**Increase Engagement Through Absent Narratives: May 19, 2018  
Memorandum of Understanding**

The *Increase Engagement Through Absent Narratives* workshop offered by the Minnesota Humanities Center is a foundational part of the Center's Education Strategy and is designed as an eight hour experience. This engaging and interactive session is provided to the Duluth Public Schools for a fee as outlined below. This fee helps off set the total cost of the workshop and the remaining expenses are funded in part with the generous support from the Arts and Cultural Heritage Fund.

This one-time fee for service for Duluth Public Schools offered by the Minnesota Humanities Center is \$1000. An invoice for this amount will be provided following successful completion of the workshop as outlined in this MOU.

**Minnesota Humanities Center will:**

- Offer one *Increase Engagement Through Absent Narratives* workshop on Saturday, May 19, 2018 from 8 a.m. to 4 p.m.
- Provide two facilitators and Humanities Center staff person on site to coordinate details, manage the flow of the day, liaison with you and/or district leaders, and ensure an overall engaging experience for the participants.
- Provide workshop content and materials
- Organize food and beverage for up to 45 participants, staff, and facilitators

A Humanities Center staff person will also be your point person on planning and logistics in advance of the workshop and coordinate with you any wrap-up post workshop.

Schedule, content, and flow of this offering are set and this allows for no additional customization or significant changes. Any change(s) in content to adapt or re-design at the request of Duluth Public Schools for your specific audience would be available but at an additional expense and with sufficient advance notice agreed to by both parties.

**Duluth Public Schools will:**


- Provide a meeting space for up to 45 participants, round tables for 6-8 participants per table
- Provide LCD projector/screen with sound and microphone
- Guarantee participation of up to 20 educators from Duluth Public Schools
- Collaborate with the Humanities Center to recruit a group of 4 diverse community members and/or students to speak about the importance of community solutions in a panel format during the last hour and a half of the workshop.

**For programming questions:** Sung Ja Shin, sungja@mnhum.org, 651-772-4255

**For contract/payment questions:** Leah Benson, leah@mnhum.org, 651-772-4263

By signing below, I certify that I have read and agree to all terms above and am authorized by the Duluth Public Schools district to enter into this agreement.

Name and Title: Douglas A. Harler, CFO

Signature:  Date: 04/12/18

**Please indicate the contact information and address to which the Minnesota Humanities Center should submit an invoice:**

Point of Contact Name (please print): William Howes

Phone Number: 218-336-8714 or 218-310-0622 (CELL)

Email Address: william.howes@isd709.org

Street Address: 215 N. 1<sup>st</sup> AVE E.

City, State, Zip Code: Duluth, MN 55802

*This programming is funded in part with money from the Arts and Cultural Heritage Fund that was created with the vote of the people of Minnesota on November 4, 2008.*



295 Interlocken Blvd, #100  
Broomfield, CO 80021  
US

April 11, 2018

**TO:** Duluth Public Schools  
215 N. 1st Avenue East  
Duluth, MN 55802  
United States  
ATTN: Pamela Bowe, Director

**Subject:** Nutrislice Agreement

Dear Pamela,

Thank you for being a part of the Nutrislice family! Our amazing clients — like you! — are what made our company one of the Inc. 500 fastest-growing private companies in America.

We are honored to be able to work with you and your organization, and we work hard every day to be deserving of your trust. Together we can continue to achieve great things!

The following document is a contract outlining the terms and pricing for a renewal agreement with Nutrislice. Please let me know if you have any questions or need assistance with anything.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Janssen", with a long horizontal flourish extending to the right.

Chad Janssen  
Client Success  
Nutrislice, Inc.  
chad@nutrislice.com



## CONTRACT

**Overview:**

This agreement ("Contract"), between Duluth Public Schools ("You") and Nutrislice, Inc. ("Nutrislice"), is a binding contract for the purchase of the Nutrislice Software Services described below, for the duration of the Contract Term below.

**Contact Information:**

Nutrislice	Duluth Public Schools
<b>Name:</b> Chad Janssen	<b>Name:</b> Pamela Bowe
<b>Email:</b> chad@nutrislice.com	<b>Email:</b> pamela.bowe@isd709.org
<b>Phone:</b>	<b>Phone:</b> (218) 336-8707 ext 1019
<b>Address:</b> 295 Interlocken Blvd. #100 Broomfield, CO 80021 US	<b>Address:</b> 215 N. 1st Avenue East Duluth, MN 55802 United States

**Contract Term and Dates**

**Contract Term:** 36 Months  
**Contract Start Date:** May 01, 2018  
**Contract End Date:** April 30, 2021  
**Renewal Date:** May 01, 2021

Recurring Costs			
DESCRIPTION	QTY	UNIT PRICE (12-MONTH)	TOTAL PRICE (12-MONTH)
Nutrislice Menus - Standard <i>Subscription - Per Each</i>	1	\$3,000.00	\$3,000.00
		<b>ANNUAL TOTAL</b>	<b>\$3,000.00</b>
		<i>Every 12 months</i>	
		<b>CONTRACT TOTAL</b>	<b>\$9,000.00</b>
		<i>Over 36 months</i>	

*Recurring Costs are due Annually, in advance of the subscription or service.*



**Payment Term and Details**

**Invoicing Schedule:** Annually  
**Payment Terms:** Net 30  
**First Invoice Amount:** \$3,000.00  
**Due Date of 1st Invoice:** May 01, 2018  
**Total Contract Amount:** \$9,000.00

**Terms and Conditions:**

You agree to be bound by all of the terms and conditions of the *Nutrislice Software Subscription Agreement* and the *Terms and Conditions of Hardware and Technical Services Sale and Support*, each included as an attachment to this contract.

Duluth Public Schools Signature

*Douglas C. Hahn*  
\_\_\_\_\_

04/25/18

\_\_\_\_\_

Date

**Approval**

By affixing my signature, I hereby acknowledge that I am authorized to enter into to this Agreement on behalf of Duluth Public Schools and hereby do accept this Agreement, including all Attachments, schedules or exhibits attached hereto, on behalf of Duluth Public Schools.

Nutrislice Signature

\_\_\_\_\_

\_\_\_\_\_

Date



## Nutrislice Software Subscription Agreement

*Version 3.0.1 – For Schools and School Districts  
Last updated July 7, 2017*

This Software Subscription Agreement ("Agreement") governs your acquisition and use of software services from Nutrislice, Inc., a Delaware corporation ("Nutrislice") headquartered in Broomfield, Colorado.

By executing an Order Contract that references this Agreement, you agree to the terms and conditions herein. If you are entering into this Agreement on behalf of a company, government organization, or other legal entity, you represent that you have the authority to bind such entity to this Agreement and are doing so by executing the Order Contract herewith, in which case the terms "You" or "Your" shall refer to such entity. If you do not have such authority to bind the entity you represent, or if you do not agree with these terms and conditions, you must not accept the Order Contract referencing this Agreement and may not use the Software Services.

**1. DEFINITIONS.** In addition to other terms defined in Title Case throughout this Agreement, usage in Title Case of the terms defined in this section shall have the following meanings:

**1.1 "Authorized User(s)"** means individuals who are authorized by You to use the Software Services. Authorized Users may include but are not limited to You, Your employees, consultants, contractors, agents, Your students (including minors) and/or other third parties with whom You transact business, who You have authorized to access and/or use Nutrislice Software.

**1.2 "End User(s)"** means individuals who consume or interact with information or interfaces made available via the Software Services, including Authorized User(s), third parties with whom You transact business, and persons from the general public who engage with Your application of any Nutrislice Software.

**1.3 "Order Contract"** means a contract in which this Agreement is attached or referenced, which conveys the terms and conditions of an agreement between the Parties for the purchase of one or more Subscriptions and/or other associated services and/or products from Nutrislice. The parties agree that an Order Contract may be formed either by execution of an Order Contract document, or by acceptance of an offer, quote or proposal from Nutrislice that incorporates or references this Agreement.

**1.4 "Parties"** shall mean both You and Nutrislice; **"Party"** shall mean either You or Nutrislice, according to the context of its usage.

**1.5 "Personal Data"** means any information that is considered to "personally-identifiable," "personal data," or information that may be used to identify an individual, as defined in each context herein by the Privacy Law(s) applicable to such information, including without limitation name, birth date, address, username/password, etc.

**1.6 "Privacy Laws"** means all data protection and privacy laws to the extent applicable to the collection, use, storage, or disclosure, or processing of the Personal Data hereunder, including but not be limited to:

- a) all United States Federal Trade Commission ("FTC") rules, regulations and guidance relating to the collection, use, disclosure and processing of Personal Data;
- b) the Children's Online Privacy Protection Act of 1998 ("COPPA"), including any regulations and guidance issued thereunder;
- c) The Family Education Rights and Privacy Act ("FERPA"), including any relevant regulations, and guidance issued thereunder, as well as any other federal laws, state laws, rules and regulations relating to the protection of Personal Data of students; and
- d) The Payment Card Industry Data Security Standard v3.2 or any successor standard thereto which has been in effect for at least 1 year ("PCI").

**1.7 "Software Services" or "Software"** means any software application (including web-based software) that is created and/or operated by Nutrislice. Software Services specifically refers to Software, provided by Nutrislice as a subscription-based service.

**1.8 "Subscription"** means a grant from Nutrislice of non-exclusive, non-transferable, non-sublicensable, limited rights for You and Your employees and authorized Users to access and/or use the Software specified in Your Order Contract for the time period specified therein.

**1.9 "User Data"** means all electronic data or information submitted by You or Authorized Users of the Software Services and any data derived directly therefrom by any Nutrislice software, which is not Personal Data.



1.10 "Us," "We" or "Our" means Nutrislice and/or any affiliate thereof.

## 2. GENERAL

2.1 **Our Responsibilities and Service Level Commitments.** Subject to the terms of this Agreement and the applicable Order Contract, We shall: (a) provide you with access to Software Services that perform the functions and/or services described in any Order Contract and documentation; (b) provide standard email and phone support for the Software Services to You during standard business hours of 7:30 AM - 4:30 PM, MT, and any additional or upgraded support and consultations as specified in Your Order Contract; (c) use commercially reasonable efforts to make Subscribed-to Software Services available with at least 98% availability, 24 hours a day, 7 days a week, except for: (i) planned downtime, which We shall minimize and limit to low traffic times; (ii) occasional temporary outages caused by unforeseen technological issues of our hosting platform(s) or a third-party technological dependency, which We shall use commercially reasonable efforts to expedite resolution in a rapid manner, given that continual uptime is in Our own interest; or (iii) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks; and (d) provide the Software Services only in accordance with applicable laws and government regulations.

### 2.2 Your Responsibilities.

a. You shall (i) be responsible for Authorized Users' compliance with this Agreement; (ii) be responsible for the accuracy, quality and legality of any User Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software; and notify Us promptly of any such unauthorized access or use; (iv) use the Software Services only in accordance with applicable laws and government regulations; (v) if the Software Services are provided to minors or minors are the intended audience of the output of the Software, assure that any federal, state, or local (including school) regulations, guidelines, or laws are followed with respect to Your particular use of the Software Services with minors; and (vi) to cooperate with Us and Our licensors (if any) in connection with efforts to protect intellectual property and other legal rights in the Software.

b. You shall not use access to the Software or provide access thereto to any third party for any of the following: (i) to make secured areas (those for which a password, or other credential is required) of the Software available to anyone other than Authorized Users; (ii) to sell, resell, rent or lease the Software Services; (iii) to store or transmit obscene, pornographic, libelous, unlawful or tortious material, or material in violation of third-party privacy or intellectual property rights; (iv) to use the Software to store or transmit any harmful, exploitative or malicious code or program; (v) to interfere with, access without authorization, or disrupt the integrity or performance of the Software, data contained therein, or any third-party dependencies; (vi) to reverse engineer the Software; (vii) to create any competing product or service or product with similar features to the Software or to provide access to the Software or information about the Software or derived from the Software with any Nutrislice competitor; (viii) to create any application, web site or program code incorporating any interfaces, API's or URL's exposed by the Software without written authorization from Us; (ix) to copy, frame or mirror any graphics, code, content or portion of the Software without written authorization from Us; (x) to disseminate performance information or analysis from any source relating to the Software; or (xii) to remove any product identification, copyright notice or other proprietary marking from the Software.

2.3 **Subscriptions.** For the duration of each fully paid Subscription, Nutrislice will provide access to Software specified in your Order Contract and corresponding hosting, system and general updates, client support, and maintenance. Subscriptions are limited to products, modules and services, at purchased Subscription level(s), as specified in Your Order Contract, and include all standard improvements and changes made to those products, modules and services at the purchased Subscription level(s), for the duration of the Subscription(s). If you wish to purchase additional software, services, or Subscription level(s), such purchase shall be made in an addendum or additional Order Contract that references Your original Order Contract, and the Subscription costs and terms for such subsequent additional products will be prorated so that they co-terminate and/or co-renew with this Agreement. You acknowledge that updates and changes to the software will be provided as part of your Subscription, and agree that Nutrislice may change, update or remove features or functions of the software at its discretion, so long as the core software functionality corresponding to your purchased Subscription(s) are not impeded.

2.4 **Customizations and modifications.** To the extent that You request or require customizations or modifications to the Nutrislice Software, Nutrislice only agrees to such customizations or modifications if they are explicitly reflected in your Order Contract. You recognize that any outstanding or future requests for customizations not reflected in an Order Contract will only be considered at Nutrislice's sole discretion and may require an additional charge and an additional Order Contract or Addendum agreed to by both Parties.

2.5 **Menu data intended for publishing.** Nutrislice is primarily a platform to assist You in marketing and publishing information about Your program to Your consumers and potential consumers amongst the general public. As such, You acknowledge that the food and menu information that you provide to Nutrislice will be made



electronically available to consumers and the general public without access restrictions, and that third parties will inherently be able to view, consume, archive, analyze and share such data, and as such, You agree to hold Nutrislice harmless for any consequence of such information being made publicly available. Nutrislice's responsibility with respect to Personal Data and User Data is defined in Section 8.

**2.6 Usage Limitations.** Your Subscription may be subject to limitations, such as, for example, limits on (a) disk storage space; (b) the number of text messages that may be sent and/or received via any SMS system included in the Software Services; (c) limits on push notifications; or (d) the number of locations, rooms, or screens in which the software may be used or displayed. Such limits shall be communicated to you in Writing as part of your Order Contract.

### 3. FEES AND PAYMENT

**3.1 Fees.** You shall pay all fees that are specified in all Order Contracts, on time. Except as otherwise specified herein or in a corresponding Order Contract, (a) fees are based on Software Services Subscriptions purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) the number of User Subscriptions, text messages, or screen/location licenses purchased cannot be decreased during the relevant Subscription term for refund or credit.

**3.2 Invoicing and Payment.** All charges for the Software Services shall be made according to the terms of the Order Contract. Unless otherwise stated in the Order Contract, invoiced charges are due 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information. For placing orders of Nutrislice products or services, Nutrislice may require you to submit the details of an order using a specific form, document, or website for it to be accepted.

**3.3 Overdue Charges.** If any invoiced amount is not received by Us by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future Subscription renewals and Order Contracts on payment terms shorter than those specified in Section 3.2.

**3.4 Suspension of Service.** If any amount owed by You to Us under this or any other agreement for Software Services is thirty (30) or more days overdue, We may, without limiting Our other rights and remedies, suspend Software Services to You until such amounts are paid in full. We will give You at least fifteen (15) days notice that Your account is overdue prior to suspension.

**3.5 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all such Taxes associated with Your purchases hereunder, not including any tax premised on the Nutrislice's net income. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

### 4. PROPRIETARY RIGHTS

**4.1 Reservation of Rights in Software.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Software, including all related intellectual property rights. No rights are granted to You hereunder other than limited usage rights for a limited time, as expressly set forth herein and/or in any Order Contract.

**4.2 Reservation of Rights to Content.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to any content owned or licensed by Nutrislice that is provided with the Software Services, including any images, text, video, and other content or files. No rights to Content are granted to You hereunder other than limited usage rights of the content within the Software for the duration of corresponding active Subscription(s).

**4.3 Suggestions.** To the extent applicable and possible, You hereby grant Us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by You, Authorized Users or End Users.

### 5. CONFIDENTIALITY

**5.1 Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the



information and the circumstances of disclosure. Your Confidential Information shall include any data which is provided to Us and is indicated as being private or confidential in a written communication to an authorized Nutrislice employee or agent. Our Confidential Information shall include the Software, including any designs, pages, user interfaces, html, scripts, source code, or internal mechanisms thereof, as well as business and marketing plans, technology and technical information, product plans and designs, and pricing. Confidential Information of each Party shall include the terms and conditions of this Agreement and Order Contracts and attachments thereto and business plans or processes disclosed by such Party, and any other information that is specified to be confidential in an Order Contract.

**5.2 Exclusions from Confidential information.** Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iii) was independently developed by the Receiving Party, or (iv) **is subject to immediate public disclosure or public availability under any public information law.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if the Disclosing Party wishes to contest the disclosure. User Data and Personal Data shall be provided the confidentiality and protections described under Section 8 herein, but shall not generally be deemed Confidential Information under this Section (5).

**5.3 Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (a) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and any affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. You shall not disclose the terms of this Agreement or any Order Contract to any third party other than legal counsel and accountants without Our prior written consent.

## 6. REPRESENTATIONS, WARRANTY AND DISCLAIMER

**6.1 Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so. We represent that we have all necessary rights, including intellectual property rights, to provide you with the Software Services specified in Your Order Contract.

**6.2 WARRANTY.** WE WARRANT THAT THE SOFTWARE WILL PERFORM THE FUNCTIONS DESCRIBED IN YOUR ORDER CONTRACT.

**6.3 DISCLAIMER.** WE MAKE NO OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS TO YOU AS TO THE SOFTWARE AND SOFTWARE SERVICES. ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED BY NUTRISLICE AND WAIVED BY YOU, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## 7. ALLERGENS & DIETARY RESTRICTIONS NOTICE AND DISCLAIMER

**7.1 Notice of Limitations, Acknowledgment, and Disclaimer.** Depending on the Software Services You purchase, the Software may include one or more features ("Dietary Information Functionality") that may be used by End Users to identify and/or filter menu items based on particular criteria ("Dietary Information"), including ingredients, allergens, particular nutritional information (e.g., carbohydrates or other nutrient data), or conformity to mandatory or voluntary dietary restrictions. You agree and acknowledge that We do not identify any Dietary Information and that the accuracy of any such information in the system is the sole responsibility of You. You agree and acknowledge that the effectiveness of the Dietary Information Functionality in identifying the presence of Dietary Information is **limited** by the following: (a) Each manufacturer of menu items sold within the district must accurately and clearly provide food information and identify ALL the ingredients and allergens in the information they provide to You; (b) You must accurately enter the information provided by the manufacturer in ALL published menu items in a timely manner before publishing information to End Users; (c) Dietary Information may not be accurate due to substitutions, alterations, changes in supplier, mislabeling by manufacturer, or by failure of You to update your database; (d) Authorized Users and End Users may fail to identify an allergen, mistakenly identify an allergen, or improperly enter data into the Software; and (e) in the case that We provides human services or automation in importing food data from Your menu planning or inventory systems, that it is Your responsibility to verify that such food data is imported properly and that Dietary Information is accurately reflected in the Nutrislice system. We hereby disclaim any responsibility and You agree to accept responsibility and hold Us harmless for the accuracy of Dietary Information inputted into Nutrislice software, whether by You, by Your agent, or by any automated process or human input service that is provided to You as a convenience by Us. You agree to assess the output of the Dietary Information Functionality, and that if you find the output, formatting, and/or user interface of the Dietary Information Functionality to be inadequate, you will disable the Dietary Information Functionality. **The Dietary Information Functionality should never be a substitute or**



replacement for competent medical advice, or End Users' own proper due diligence. We assume no liability for any adverse reactions to food consumed, or food items one may come in contact with.

## 8. PRIVACY

### 8.1 Data Rights and Licenses

**8.1.1 Ownership.** For avoidance of doubt, as between Nutrislice and Client, Client is the sole and exclusive owner of all Personal Data.

**8.1.2 License.** Subject to the Section 8.1.1, Client grants Nutrislice the right, during the Term of the Agreement, to access, collect, use, copy, assemble, compile, analyze, modify, transform, receive and transmit Personal Data and User Data for the purposes set forth in the Agreement. Further, to the extent allowed under Applicable Law, Nutrislice may use Personal Data and User Data in connection with optimization, statistical analysis, and product improvement, the de-identified results of which shall be owned exclusively by Nutrislice.

**8.2 Return of Data.** At any time during the Term, at Client's written request, or upon the termination or expiration of this Agreement for any reason, Nutrislice shall promptly return to Client all copies, whether in written, electronic, or other form or media, of Personal Data or User Data in its possession or control or securely dispose of all such copies, and shall upon request by Client provide written certification by an officer of Nutrislice to Client that such Personal Data has been returned to Client or disposed of securely. Nutrislice shall comply with all reasonable directions provided by Client with respect to the return or disposal of Personal Data or User Data, including without limitation returning the Personal Data or User Data in the format reasonably requested by Client, subject to a reasonable charge if such formatting causes Nutrislice to incur additional expenses. Notwithstanding the foregoing, Nutrislice may retain copies of any Personal Data or User Data to the extent reasonable or necessary for recordkeeping, legal compliance, accounting or other similar purposes.

### 8.3 Data Privacy Obligations

**8.3.1 Client Obligations.** Client shall: (a) not provide Nutrislice with any PHI as defined in 45 CFR Part 160 (HIPAA), and promptly notify Nutrislice if Client discovers that it has done so; (b) comply, and require compliance by its licensors (where applicable), with all Privacy Laws regarding the collection, use, handling, processing, access, security, and disclosure of Personal Data; and (c) obtain, or require its licensors to obtain, any and all consents from individuals, or in the case of a minors or where required by law, of any parent or legal guardian which are or may be required by the Privacy Laws applicable to the Personal Data.

**8.3.2 Nutrislice Obligations.** Nutrislice shall implement and maintain commercially reasonable administrative, technical, and physical safeguards, including procedures and practices with regard to Personal Data in Nutrislice's possession and control designed to (i) ensure the security, confidentiality, and integrity of the Personal Data, (ii) protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and (iii) protect against unauthorized access to, or unauthorized use or disclosure of, the Personal Data, provided, however, that such security measures shall meet any requirements of any applicable Privacy Laws

### 8.4 Representations and Warranties

**8.4.1 Client.** Client represents and warrants to Nutrislice that (i) Client has all rights, title, and interest necessary to provide any Personal Data to Nutrislice; (ii) Client has provided all necessary notices and obtained all necessary consents from data subjects which are required to assign or grant the rights or licenses in any Client Data to Nutrislice; (iii) it has complied with all Privacy Laws; and (iv) Client Data does not infringe any data, privacy, publicity or similar rights of any third party, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, and no such claim is pending against Client or, to the best of Client's knowledge, against any entity from which Client has obtained such rights.

**8.4.2 Nutrislice.** Nutrislice represents and warrants to Client that (i) it has complied with all Privacy Laws; and (ii) Client Data it collects does not infringe any data, privacy, publicity or similar rights of any third party to Nutrislice's knowledge, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, and no such claim is pending against Nutrislice or, to the best of Nutrislice's knowledge, against any entity from which Nutrislice has obtained such rights.

**8.5 Security Breach.** In the event that Nutrislice becomes aware that any Personal Data or User Data has been disclosed by Nutrislice (or its employees, subcontractors or agents) contrary to any applicable law, security procedures or the privacy policy under which such Personal Data was collected, or Nutrislice (or its employees, subcontractors or agents) discovers, receives notice of, or suspects that unauthorized access, acquisition, disclosure or use of Personal Data or User Data has occurred or is likely to occur (a "Data Breach"), then Nutrislice shall give prompt notice to Client, with full particulars, and shall immediately commence a thorough investigation of any such incident. If applicable laws require notice to authorities or individuals, or other remedial action, or Client determines that notices or



other remedial actions are warranted, then Nutrislice shall undertake remedial action which may be necessary in Nutrislice's reasonable discretion. If any notices are to be sent to individuals or other parties, Client shall have the right, at its option, to either send the notices itself, or to approve the text of the notices to be sent by Nutrislice.

**8.6 Confidentiality and Nondisclosure.** All Personal Data disclosed or made available to Nutrislice hereunder is deemed Confidential Information, subject to all the obligations of confidentiality set forth in the Agreement, whether or not such Personal Data marked or otherwise indicated as being Confidential Information.

**8.7 Child Protection Laws.** Nutrislice may provide optional Software Services to You that facilitate the collection of information by You or on Your behalf by Nutrislice. Given that child protection and privacy laws vary by jurisdiction, You agree not to enable or use any information gathering functionality in Nutrislice Software to collect information from children unless You verify that your use of such functionality complies with local, state (or provincial), and national laws, including COPPA. You agree that You are responsible for the content of any surveys, polls, and/or input prompts that You (or Authorized Users) create and/or conduct through Nutrislice software, including making sure Your use of information-collecting functionality complies with applicable laws. You agree that any information collected by You via your instance of the Nutrislice Software is done so by Nutrislice strictly on Your behalf, to Your benefit, and under Your supervision, in accordance with COPPA. You agree to not enable or utilize any user feedback and/or information gathering functionality that is not compliant with any applicable law, or that you deem to be inappropriate.

**8.8 Passive Data Collection.** You acknowledge and authorize that in order to support the internal operations of core functionalities of Nutrislice Software and to provide the Software to You, the Software must passively collect usage data, which may include de-identified Personal Data, User Data, or non-Personal Data, including IP addresses, device ID's, and cookies. Nutrislice may submit such data to data analytics service providers with whom Nutrislice has partnered for no purpose other than to improve the Software, to support internal operations and business decisions, and to share such information with You.

## 9. TERM, RENEWAL, AND TERMINATION

**9.1 Term of Agreement.** This Agreement commences on the date You accept it and continues until the Contract End Date specified in the Order Contract; notwithstanding, this Agreement will continue to be in effect beyond the Contract End Date for the duration of any Renewal Terms that are entered into according to Section 9.2. If this Agreement is terminated for cause in accordance with Section 9.3, all Subscriptions granted herewith shall effectively terminate immediately.

### 9.2 Renewal.

**a. Renewal Subscriptions.** Unless renewal is explicitly excluded by additional terms provided in the Order Contract, the entire Order Contract including this Agreement and corresponding Subscriptions may be renewable for successive, contiguous 12-month renewal term(s) unless other renewal terms are agreed upon by the parties; notwithstanding, **renewal shall not be automatic**, shall only be available at Nutrislice's discretion, and will only occur after the following occur: (i) We affirmatively send You an updated Order Contract, proposal, quote or invoice corresponding to the renewal (a "Renewal Document"); and (ii) You agree to the Renewal Document or provide Us with payment for the renewal Subscription(s). Regardless of payment date, renewal Subscriptions will commence on the Renewal Date (or anniversary thereof) or date following the End Date, as specified in your original Order Contract. Upon renewal, the renewal Subscriptions, the original Order Contract, this Agreement and any addendums or attachments herewith, unless explicitly superseded, will remain effective and will terminate at the end of the renewal term following the Renewal Date. The same contractual obligations with respect to the initial Subscription(s) shall apply to any renewal Subscription(s), and renewal Subscriptions may only be terminated earlier than their term under the same conditions as the initial Agreement (see Section 9.3). We reserve the right to make renewal contingent upon You executing a new or updated Order Contract and/or Software Subscription Agreement, which would supersede this Agreement.

**b. Inflation and/or Pricing Increase on Renewal.** We may adjust the pricing for any renewal based on inflation or market reasons. A pricing increase upon renewal may be reflected in any proposal, invoice or updated Order Contract, with or without prior notice, in which case renewal will be contingent upon payment of the increased price.

**9.3 Termination for Cause.** This agreement may be terminated for cause under the following circumstances: (a) if a Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, the other Party may terminate this Agreement for cause immediately; (b) We may terminate this Agreement for cause immediately if You violate Our intellectual property rights or violate your responsibilities under Section 2.2(b); (c) You may terminate this Agreement if an Error constituting a material breach as described in Section 9.4 occurs; (d) for other material breaches of this Agreement or an Order Contract, a Party may terminate this Agreement following 30 days' written notice to the other Party of the material breach, if such breach remains uncured at the expiration of such period; provided that such notice includes full



information regarding the material breach, is founded on specific material terms of this Agreement or Order Contract, and describes what, with reference to the terms of this Agreement or the Order Contract, may be done to by the other Party to cure such breach. If the Party accused of breach under subsection (c) or (d) of this paragraph disputes whether a material breach has occurred, and agreement or resolution cannot be reached between the Parties, the Parties agree to resolve the dispute according to Section 11.5, within 30 days if possible, and to delay the termination until the dispute is resolved.

**9.4 Termination for Bugs, Errors, Downtime.** Although We will make reasonable efforts to test all software prior to release, and to correct any bugs, errors, data loss and/or downtime in the Software ("Error(s)") that You bring in a reasonable and fully descriptive manner to Our attention; Errors shall not be considered a material breach nor be sufficient cause to terminate this Agreement under Section 9.3 unless: (i) the Error is sufficiently problematic to completely or substantially inhibit Your use of the Software Services; (ii) there is no reasonable work-around; (iii) You provide Us with notice that you intend to terminate this agreement if the Error is not cured, along with any information available to You regarding the Error that we request in order to evaluate or troubleshoot the Error; and (iv) We fail to remedy the Error within five (5) business days after being given such notice and full information regarding the Error. The lack of a requested feature or functionality in the software, which was not available in the Software when you purchased a Subscription thereto, shall not be deemed an Error or be sufficient grounds to terminate the agreement for cause.

**9.5 Payment upon Termination.** In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

## 10. LIMITATION OF LIABILITY

**10.1 Limitation of Liability.** IN PROVIDING YOU WITH THE SOFTWARE SERVICES, WE ARE NOT ACCEPTING ANY RESPONSIBILITY FOR UTILIZATION OF THE SOFTWARE SERVICES OR FOR ANY DECISIONS THAT ARE MADE IN CONNECTION THEREWITH. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$25,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 3.

**10.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 11. MISCELLANEOUS PROVISIONS

**11.1 Notices.** All notices required under this Agreement shall be specific, in writing, and effective upon receipt. It is Your responsibility to provide us with updated notice contact information and to verify Our receipt thereof if for any reason your contact information changes or You require that notices be addressed to different contact information than that specified in the Order Contract. Any required notice to You under this Agreement shall be sent via email or posted by certified mail or overnight courier with delivery verification capability to the contact specified in the Order Contract or other updated notice email and/or mailing address provided by You per this section. Notices to Us shall be addressed to legal@nutrislice.com or to Nutrislice, Inc., Attn: Legal, 295 Interlocken Blvd, #100 Broomfield, Colorado 80021. Telephone, facsimile and other notices do not constitute notice hereunder.

**11.2 Severability.** If for any reason this Agreement or any portion thereof is held or deemed by a court of competent jurisdiction to be invalid or unenforceable under any applicable law or equitable principle or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed, enforced and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision to the maximum allowable extent within the limits of applicable law, equity or applicable decisions, and the remaining provisions of this Agreement shall remain binding upon the Parties in full force and effect.

**11.3 Independent Contractors.** You and Nutrislice are independent contractors; neither Party is the partner, joint venture, agent, representative or employee of the other Party; and nothing in this Agreement will be construed to create any relationship between them other than an independent contractor relationship. Neither Party shall have any



responsibility or liability for the actions or inactions of the other Party, except as expressly provided herein. Neither Party will have any right or authority to bind or obligate the other Party in any manner or make any representation or warranty on behalf of the other Party.

**11.4 Limit on Cause of Action.** All legal or equitable action(s) arising out of this Agreement that is commenced or initiated by You shall be forever barred unless commenced within one (1) year of the act(s) or omission(s) giving rise to the right(s)/cause(s) of action. The Parties hereby expressly agree that this Section 11.4 is an express waiver by You of all applicable statutes of limitation and/or periods of liberative prescription that may be held or deemed to be applicable by any court of proper jurisdiction.

**11.5 Dispute Resolution.** Unless alternative dispute resolution is mutually agreed upon by the parties, any dispute arising under this Agreement shall be settled in a court of proper jurisdiction in Your state.

**11.6 Force Majeure.** Neither You nor We will be liable to each other or any third Party by reason of any failure or delay in the performance of our obligations hereunder on account of strikes, shortages, riots, insurrection, terrorist actions or threats, fires, flood, storms, explosions, acts of God, war (declared or undeclared), governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of You or Us.

**11.7 No Waiver.** The failure of You or Us to require performance of any provision of this Agreement will not affect the full right of You or Us to require such performance at any time hereafter; nor will the waiver by You or Us of a breach of any provision hereof be taken or held to be a waiver by You or Us of that provision or of the right to demand performance by legal action, equitable action or otherwise.

**11.8 Assignment.** Neither this Agreement nor any rights or obligations of You hereunder may be assigned or transferred by You in whole or in part, whether by operation of law, equity or otherwise, without the prior written approval of Nutrislice. Nutrislice may exercise full transfer and assignment rights in any manner at its discretion and specifically may sell, pledge, mortgage, hypothecate, or grant a security interest or security right in, and/or otherwise assign its rights and responsibilities herein to a third party it deems will responsibly carry out the obligations herein that are attributed to Nutrislice.


**11.9 Survival.** The rights and obligations of the parties contained in Sections 3, 4, 5, 8, 10 and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement shall survive any termination or expiration of this Agreement or of any individual Subscriptions.

**11.10 Governing Law.** This Agreement shall be governed by the laws of Your state of domicile, without regard to its conflict of laws principles.

**11.11 Entire Agreement.** The Order Contract, this Agreement and any attachments or exhibits herewith, and any properly executed subsequent Addenda or add-on Order Contracts constitute the entire, complete and exclusive agreement between the Parties with respect to the subject matter hereof and supersede any prior or concurrent agreements between the Parties with respect to such subject matter, whether in written or oral form. Any term or condition stated in a purchase order provided by You that is additional to or inconsistent with this Agreement shall not be binding. In the event of any conflict or inconsistency between this Agreement and the terms stated in an Order Contract or Addendum, the terms of the Order Contract or Addendum shall only prevail if the same is signed by an Officer, Vice President, or Controller of Nutrislice.

# Memorandum

**To:** Doug Hasler, CFO/Executive Director of Business Services  
David Kirby, School Board Chair

**From:** Dave Spooner   
Manager of Facilities

**Date:** April 25, 2018

**Re:** Annual EXTENSIONS for District-Wide Contract Services

The following contracts were previously approved by the School Board for services with the option to extend for two additional one-year periods if the amount was determined to be acceptable by the CFO/Executive Director of Business Services and the Manager of Facilities.

**Quote #4227 – EXTENSION District-Wide Lawn Care Service**

- Third Year of Contract (Second of Two Renewable Years)
- Blotti Contracting – Total Annual Cost estimated at \$44,931.77
- (Nick's Lawn Care DECLINED Third Year – Sites Added to Blotti Contracting)

**Quote #4228 – EXTENSION District-Wide Fire Extinguisher Service**

- Third Year of Contract (Second of Two Renewable Years)
- Northland Fire & Safety, Inc. – Total Annual Cost estimated at \$1,544.60

**Quote #4229 – EXTENSION District-Wide Refrigeration Repair Service**

- Third Year of Contract (Second of Two Renewable Years)
- Carlson Refrigeration – Total Annual Cost estimated at \$15,408.00

**Quote #4239 – EXTENSION District-Wide Refuse Removal & Recycling Service**

- Third Year of Contract (Second of Two Renewable Years)
- Waste Management – Total Annual Cost estimated at \$72,406.09

**Quote #4240 – EXTENSION District-Wide Carpentry Labor**

- Third Year of Contract (Second of Two Renewable Years)
- Donald Holm Construction Co., Inc. – Total Annual Cost estimated at \$29,999.50

**Quote #4258 – EXTENSION District-Wide Bricklayer Labor**

- Second Year of Contract (First of Two Renewable Years)
- Stretar Masonry & Concrete Inc.. – Total Annual Cost estimated at \$22,934.00

**Quote #4260 – EXTENSION District-Wide Annual Service & Maintenance of Emergency Generators**

- Second Year of Contract (First of Two Renewable Years)
- Cummins Inc. – Total Annual Cost estimated at \$5,028.00

**Quote #4261 – EXTENSION District-Wide Plumbing Labor**

- Second Year of Contract (First of Two Renewable Years)
- The Jamar Company – Total Annual Cost estimated at \$26,339.00

**Quote #4262 – EXTENSION District-Wide Roofing Labor**

- Second Year of Contract (First of Two Renewable Years)
- The Jamar Company – Total Annual Cost estimated at \$31,680.50

**Quote #4275 – EXTENSION District-Wide Painting Labor**

- Second Year of Contract (First of Two Renewable Years)
- Swanson & Youngdale, Inc. – Total Annual Cost estimated at \$15,154.00

**Bid #1253 – EXTENSION District-Wide Snow Plowing Service**

- Third Year of Contract (Second of Two Renewable Years)
- Billington Contracting, Inc. - Total Annual Cost estimated at \$61,268.57
- Blotti Contracting – Total Annual Cost estimated at \$64,582.05
- Viele Contracting, Inc. - Total Annual Cost estimated at \$25,714.87

**Recommendation**

I recommend approval of the above contract extensions. After review and if you concur, please sign both copies and return them to the Facilities Management office for processing. A yearly cost comparison is attached for each contract for your reference.

Attachments

**Extension or Renewal Contracts Signed  
April 2018**

For your information, the School Board Chair, Superintendent or the Executive Director of Business Services has signed the following contract extensions during the month of April 2018:

<b>Name</b>	<b>Amount (or Not to Exceed)</b>	<b>Source</b>	<b>Description</b>
Billington Contracting, Inc.	\$61,268.57	Facilities	Quote #1253; District-wide snow plowing services for July 1, 2018 – June 30, 2019. Third year of contract (second of two renewable years; Board approved renewable years to be signed by Board Chair)
Blotti Contracting	\$64,582.05	Facilities	Quote #1253; District-wide snow plowing services for July 1, 2018 – June 30, 2019. Third year of contract (second of two renewable years; Board approved renewable years to be signed by Board Chair)
Blotti Contracting	\$44,931.77	Facilities	Quote #4227 – Lawn care services for May 6, 2018 – September 15, 2018. Third year of contract (second of two renewable years; Board approved renewable years to be signed by Board Chair)
Carlson Refrigeration	\$15,408.00	Facilities	Quote #4229 – Refrigeration repair services for July 1, 2018 – June 30, 2019. Third year of contract (second of two renewable years; Board approved renewable years to be signed by CFO)
Cummins Inc.	\$5,028.00	Facilities	Quote # 4260 – Annual service and maintenance of emergency generators for July 1, 2018 – June 30, 2019. Second year of contract (first of two renewable years; Board approved renewable years to be signed by CFO)
Donald Holm Construction Company, Inc.	\$29,999.50	Facilities	Quote #4240 – Carpentry labor for July 1, 2018 – June 30, 2019. Second year of contract (first of two renewable years; Board approved renewable years to be signed by CFO)
Northland Fire & Safety, Inc.	\$1,544.60	Facilities	Quote #4228 – Fire extinguisher services for July 1, 2018 – June 30, 2019. Third year of contract (second of two renewable years; Board approved renewable years to be signed by CFO)

Stretar Masonry & Concrete Company, Inc.	\$22,934.00	Facilities	Quote #4258 – Bricklayer labor for July 1, 2018 – June 30, 2019. Second year of contract (first of two renewable years; Board approved renewable years to be signed by CFO)
Swanson & Youngdale, Inc.	\$15,154.00	Facilities	Quote #4275 – Painting labor for July 1, 2018 – June 30, 2019. Second year of contract (first of two renewable years; Board approved renewable years to be signed by CFO)
The Jamar Company	\$26,339.00	Facilities	Quote #4261 – Plumbing labor for July 1, 2018 – June 30, 2019. Second year of contract (first of two renewable years; Board approved renewable years to be signed by Board Chair)
The Jamar Company	\$31,680.50	Facilities	Quote #4262 – Roofing Labor for July 1, 2018 – June 30, 2019. Second year of contract (first of two renewable years; Board approved renewable years to be signed by Board Chair)
Viele Contracting, Inc.	\$25,714.87	Facilities	Quote #1253; District-wide snow plowing services for July 1, 2018 – June 30, 2019. Third year of contract (second of two renewable years; Board approved renewable years to be signed by Board Chair)
Waste Management	\$72,406.90	Facilities	Quote #4239 – Refuse removal and recycling services for July 1, 2018 – June 30, 2019. Third year of contract (second of two renewable years; Board approved renewable years to be signed by Board Chair)

# CONTRACT

## SNOW PLOWING SERVICES

### BID #1253



Third Year of Contract (Second) of Two Renewable Years  
 for the period of July 1, 2018 through June 30, 2019 (FY19)  
 Independent School District No. 709

Contractor:	<b>Billington Contracting, Inc.</b>		
Contact:	Robert Billington		
Address:	P.O. Box 16125, Duluth, Minnesota 55816		
Phone Number:	218-348-7375 (Bob)	218-721-2765 (Billy)	
Correspondence Email Address:			
Emergency Contact & Phone Number:			

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Central, 800 East Central Entrance	\$513.59	\$719.02	\$1,027.17
HOCHS, 215 North 1st Avenue East	\$667.66	\$873.09	\$1,129.89
Homecroft, 4784 Howard Gnesen Road	\$451.95	\$564.94	\$821.74
Laura MacArthur, 720 North Central Avenue	\$390.32	\$616.30	\$821.74
Piedmont, 2827 Chambersburg Avenue	\$308.15	\$436.55	\$513.59
Stowe, 715 - 101st Avenue West	\$338.97	\$615.27	\$873.09
Transportation, 3200 West Superior Street	\$282.47	\$333.83	\$513.59

<b>TOTALS PER SNOW FALL</b>	\$2,953.11	\$4,159.00	\$5,700.81
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(1.0% increase over FY17 contract and 1.7% increase over FY18 contract) Total Annual Amount (16/2/1): \$61,268.57

Insurance Received:	<u>2/16/18</u>	
Acceptance of 2018/19 Contract:	 _____ signature	<u>2/16/2018</u> date
ISD 709, Doug Hasler:	 _____ signature	<u>04/26/18</u> date

**PRICE COMPARISON**  
**SNOW PLOWING SERVICES**  
 July 1, 2018 through June 30, 2019

Snow Fall	change from FY18												Bid #1253 FY19 (3rd year)			Bid #1253 FY18 (2nd year)			Bid #1253 FY17		
	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+			
Central	1.7%	1.7%	1.7%	\$513.59	\$719.02	\$1,027.17	\$505.00	\$707.00	\$1,010.00	\$500.00	\$700.00	\$1,000.00	\$500.00	\$700.00	\$1,000.00	\$500.00	\$700.00	\$1,000.00			
Congdon Park	1.7%	1.7%	1.7%	\$164.35	\$256.79	\$421.14	\$161.60	\$252.50	\$414.10	\$160.00	\$250.00	\$410.00	\$160.00	\$250.00	\$410.00	\$160.00	\$250.00	\$410.00			
Denfeld HS	1.7%	1.7%	1.7%	\$559.81	\$692.31	\$1,000.46	\$550.45	\$680.74	\$983.74	\$545.00	\$674.00	\$974.00	\$545.00	\$674.00	\$974.00	\$545.00	\$674.00	\$974.00			
East HS	1.7%	1.7%	1.7%	\$716.96	\$914.18	\$1,380.52	\$704.98	\$898.90	\$1,357.44	\$698.00	\$890.00	\$1,344.00	\$698.00	\$890.00	\$1,344.00	\$698.00	\$890.00	\$1,344.00			
Hochs	1.7%	1.7%	1.7%	\$667.66	\$873.09	\$1,129.89	\$656.50	\$858.50	\$1,111.00	\$650.00	\$850.00	\$1,100.00	\$650.00	\$850.00	\$1,100.00	\$650.00	\$850.00	\$1,100.00			
Homecroft	1.7%	1.7%	1.7%	\$451.95	\$564.94	\$821.74	\$444.40	\$555.50	\$808.00	\$440.00	\$550.00	\$800.00	\$440.00	\$550.00	\$800.00	\$440.00	\$550.00	\$800.00			
Lakewood	1.7%	1.7%	1.7%	\$416.00	\$626.57	\$1,027.17	\$409.05	\$616.10	\$1,010.00	\$405.00	\$610.00	\$1,000.00	\$405.00	\$610.00	\$1,000.00	\$405.00	\$610.00	\$1,000.00			
Laura MacArthur	1.7%	1.7%	1.7%	\$390.32	\$616.30	\$821.74	\$383.80	\$606.00	\$808.00	\$380.00	\$600.00	\$800.00	\$380.00	\$600.00	\$800.00	\$380.00	\$600.00	\$800.00			
Lester Park	1.7%	1.7%	1.7%	\$359.51	\$626.57	\$1,047.71	\$353.50	\$616.10	\$1,030.20	\$350.00	\$610.00	\$1,020.00	\$350.00	\$610.00	\$1,020.00	\$350.00	\$610.00	\$1,020.00			
Lincoln Park MS	1.7%	1.7%	1.7%	\$605.00	\$856.66	\$1,179.19	\$594.89	\$842.34	\$1,159.48	\$589.00	\$834.00	\$1,148.00	\$589.00	\$834.00	\$1,148.00	\$589.00	\$834.00	\$1,148.00			
Lowell	1.7%	1.7%	1.7%	\$244.47	\$470.44	\$655.33	\$240.38	\$462.58	\$644.38	\$238.00	\$458.00	\$638.00	\$238.00	\$458.00	\$638.00	\$238.00	\$458.00	\$638.00			
Meyers Wilkens	1.7%	1.7%	1.7%	\$281.44	\$328.69	\$507.42	\$276.74	\$323.20	\$498.94	\$274.00	\$320.00	\$494.00	\$274.00	\$320.00	\$494.00	\$274.00	\$320.00	\$494.00			
Nettleton	1.7%	1.7%	1.7%	\$172.56	\$460.17	\$564.94	\$169.68	\$452.48	\$555.50	\$168.00	\$448.00	\$550.00	\$168.00	\$448.00	\$550.00	\$168.00	\$448.00	\$550.00			
Ordean East MS	1.7%	1.7%	1.7%	\$507.42	\$712.86	\$1,021.01	\$498.94	\$700.94	\$1,003.94	\$494.00	\$694.00	\$994.00	\$494.00	\$694.00	\$994.00	\$494.00	\$694.00	\$994.00			
Piedmont	1.7%	1.7%	1.7%	\$308.15	\$436.55	\$513.59	\$303.00	\$429.25	\$505.00	\$300.00	\$425.00	\$500.00	\$300.00	\$425.00	\$500.00	\$300.00	\$425.00	\$500.00			
Rockridge	24.8%	16.9%	12.7%	\$252.00	\$342.50	\$443.90	\$202.00	\$292.90	\$393.90	\$200.00	\$290.00	\$390.00	\$200.00	\$290.00	\$390.00	\$200.00	\$290.00	\$390.00			
Stowe	1.7%	1.7%	1.7%	\$338.97	\$615.27	\$873.09	\$333.30	\$604.99	\$858.50	\$330.00	\$599.00	\$850.00	\$330.00	\$599.00	\$850.00	\$330.00	\$599.00	\$850.00			
Transportation	1.7%	1.7%	1.7%	\$282.47	\$333.83	\$513.59	\$277.75	\$328.25	\$505.00	\$275.00	\$325.00	\$500.00	\$275.00	\$325.00	\$500.00	\$275.00	\$325.00	\$500.00			
Total of all sites per snowfall	2.4%	2.1%	2.0%	\$7,232.65	\$10,446.77	\$14,949.59	\$7,065.96	\$10,228.27	\$14,657.12	\$6,996.00	\$10,127.00	\$14,512.00	\$6,996.00	\$10,127.00	\$14,512.00	\$6,996.00	\$10,127.00	\$14,512.00			
Total Annual Amount	2.3%			\$151,565.49			\$148,169.02			\$146,702.00											

# CONTRACT

## SNOW PLOWING SERVICES

### BID #1253

Third Year of Contract (Second) of Two Renewable Years)  
for the period of July 1, 2018 through June 30, 2019 (FY19)  
Independent School District No. 709

Contractor:	<b>Blotti Contracting</b>
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone Number:	218-727-7686
Correspondence Email Address:	<i>Blott Contracting @ gmail . com</i>
Emergency Contact & Phone Number:	<i>218-727-7686      218-428-4208</i>

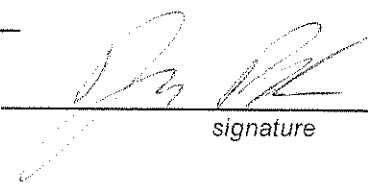
### SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Denfeld HS, 401 North 44th Avenue West	\$559.81	\$692.31	\$1,000.46
East HS, 301 North 40th Avenue East	\$716.96	\$914.18	\$1,380.52
Lincoln Park MS, 3215 West 3rd Street	\$605.00	\$856.66	\$1,179.19
Lowell, 2000 Rice Lake Road	\$244.47	\$470.44	\$655.33
Myers-Wilkins, 1027 North 8th Avenue East	\$281.44	\$328.69	\$507.42
Nettleton, 108 East 6th Street (closed)	\$172.56	\$460.17	\$564.94
Ordean East MS, 2900 East 4th Street	\$507.42	\$712.86	\$1,021.01

<b>TOTALS PER SNOW FALL</b>	<b>\$3,087.66</b>	<b>\$4,435.31</b>	<b>\$6,308.87</b>
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(1.0% increase over FY17 contract and  
1.7% increase over FY18 contract)

Total Annual Amount (16/2/1): **\$64,582.05**

Insurance Received: _____		
Acceptance of 2018/19 Contract:	 signature	<u>3-12-18</u> date
ISD 709, Doug Hasler:	_____ signature	_____ date

**PRICE COMPARISON**  
**SNOW PLOWING SERVICES**  
 July 1, 2018 through June 30, 2019

	change from FY18				Bid #1253 FY19 (3rd year)		Bid #1253 FY18 (2nd year)		Bid #1253 FY17			
	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+
Snow Fall												
Central	1.7%	1.7%	1.7%	\$513.59	\$719.02	\$1,027.17	\$505.00	\$707.00	\$1,010.00	\$500.00	\$700.00	\$1,000.00
Congdon Park	1.7%	1.7%	1.7%	\$164.35	\$256.79	\$421.14	\$161.60	\$252.50	\$414.10	\$160.00	\$250.00	\$410.00
Denfeld HS	1.7%	1.7%	1.7%	\$559.81	\$692.31	\$1,000.46	\$550.45	\$680.74	\$983.74	\$545.00	\$674.00	\$974.00
East HS	1.7%	1.7%	1.7%	\$716.96	\$914.18	\$1,380.52	\$704.98	\$898.90	\$1,357.44	\$698.00	\$890.00	\$1,344.00
HOCHS	1.7%	1.7%	1.7%	\$667.66	\$873.09	\$1,129.89	\$656.50	\$858.50	\$1,111.00	\$650.00	\$850.00	\$1,100.00
Homecroft	1.7%	1.7%	1.7%	\$451.95	\$564.94	\$821.74	\$444.40	\$555.50	\$808.00	\$440.00	\$550.00	\$800.00
Lakewood	1.7%	1.7%	1.7%	\$416.00	\$626.57	\$1,027.17	\$409.05	\$616.10	\$1,010.00	\$405.00	\$610.00	\$1,000.00
Laura MacArthur	1.7%	1.7%	1.7%	\$390.32	\$616.30	\$821.74	\$383.80	\$606.00	\$808.00	\$380.00	\$600.00	\$800.00
Lester Park	1.7%	1.7%	1.7%	\$359.51	\$626.57	\$1,047.71	\$353.50	\$616.10	\$1,030.20	\$350.00	\$610.00	\$1,020.00
Lincoln Park MS	1.7%	1.7%	1.7%	\$605.00	\$856.66	\$1,179.19	\$594.89	\$842.34	\$1,159.48	\$589.00	\$834.00	\$1,148.00
Lowell	1.7%	1.7%	1.7%	\$244.47	\$470.44	\$655.33	\$240.38	\$462.58	\$644.38	\$238.00	\$458.00	\$638.00
Meyers Wilkens	1.7%	1.7%	1.7%	\$281.44	\$328.69	\$507.42	\$276.74	\$323.20	\$498.94	\$274.00	\$320.00	\$494.00
Nettleton	1.7%	1.7%	1.7%	\$172.56	\$460.17	\$564.94	\$169.68	\$452.48	\$555.50	\$168.00	\$448.00	\$550.00
Ordean East MS	1.7%	1.7%	1.7%	\$507.42	\$712.86	\$1,021.01	\$498.94	\$700.94	\$1,003.94	\$494.00	\$694.00	\$994.00
Piedmont	1.7%	1.7%	1.7%	\$308.15	\$436.55	\$513.59	\$303.00	\$429.25	\$505.00	\$300.00	\$425.00	\$500.00
Rockridge	24.8%	16.9%	12.7%	\$252.00	\$342.50	\$443.90	\$202.00	\$292.90	\$393.90	\$200.00	\$290.00	\$390.00
Stowe	1.7%	1.7%	1.7%	\$338.97	\$615.27	\$873.09	\$333.30	\$604.99	\$858.50	\$330.00	\$599.00	\$850.00
Transportation	1.7%	1.7%	1.7%	\$282.47	\$333.83	\$513.59	\$277.75	\$328.25	\$505.00	\$275.00	\$325.00	\$500.00
Total of all sites per snowfall	2.4%	2.1%	2.0%	\$7,232.65	\$10,446.77	\$14,949.59	\$7,065.96	\$10,228.27	\$14,657.12	\$6,996.00	\$10,127.00	\$14,512.00
Total Annual Amount	2.3%			\$151,565.49		\$148,169.02		\$146,702.00				

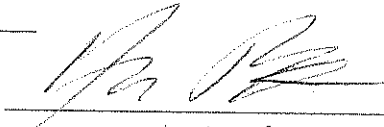
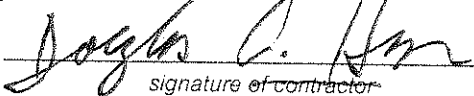
# CONTRACT

## LAWN CARE SERVICES - QUOTE #4227

Third Year of Contract (Second of Two Renewable Years)  
for the period of May 6, 2018 through September 15, 2018  
Independent School District No. 709

Contractor:	<b>Blotti Contracting</b>
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone:	218-727-7686
Email Address:	<i>Blotti Contracting@gmail.com</i>
Emergency Contact Phone Number:	<i>218-727-7686 218-478-4208</i>

	2016 First Year	2017 Second Year	2018 Third Year
1			\$148.94
2	\$99.00	\$99.99	\$101.69
3			\$174.62
4	\$188.00	\$189.88	\$193.11
5	\$94.00	\$94.94	\$96.55
6	\$74.00	\$74.74	\$76.01
7	\$119.00	\$120.19	\$122.23
8			\$123.26
9	\$74.00	\$74.74	\$76.01
10	\$188.00	\$189.88	\$193.11
11	\$79.00	\$79.79	\$81.15
12	\$259.00	\$261.59	\$266.04
13	\$84.00	\$84.84	\$86.28
14	\$254.00	\$256.54	\$260.90
15	\$84.00	\$84.84	\$86.28
16			\$122.52
17	\$123.00	\$124.23	\$126.34
18	\$29.00	\$29.29	\$29.79
(1.0% increase over 2016 contract and 1.7% increase over 2017 contract)	\$38,456.00 (22 weeks)	\$33,544.12 (19 weeks)	\$44,931.77 (19 weeks)

Sites in RED are added due to contractor declining 3rd year of contract.	
Insurance Received:	_____
Acceptance of 2018 Contract:	 _____ signature of contractor
	3-16-18 _____ date
ISD 709, Doug Hasler:	 _____ signature of contractor
	04/26/18 _____ date

**COMPARISON**  
**LAWN CARE SERVICES**

May 6, 2018 through September 15, 2018

	change from 2017	2018 Quote #4227 3rd Year	2017 Quote #4227 2nd Year	2016 Quote #4227	2015 Quote #4140 3rd Year	2014 Quote #4140 2nd Year	2013 Quote #4140	2012 Quote #4111	2011 Quote #4083
Central (closed)	1.7%	\$148.94	\$146.45	\$145.00	\$581.46	\$575.70	\$570.00	\$465.00	\$465.00
Central Trails (closed)									\$129.00
Congdon Park	1.7%	\$101.69	\$99.99	\$99.00	\$122.41	\$121.20	\$120.00	\$110.00	\$110.00
Denfeld HS	1.7%	\$174.62	\$171.70	\$170.00	\$188.72	\$186.85	\$185.00	\$125.00	\$125.00
East HS	1.7%	\$193.11	\$189.88	\$188.00	\$287.58	\$284.73	\$206.50	\$250.00	\$206.50
HOCHS	1.7%	\$96.55	\$94.94	\$94.00	\$112.21	\$111.10	\$110.00	\$100.00	\$115.00
Homecroft	1.7%	\$76.01	\$74.74	\$74.00	\$112.21	\$111.10	\$110.00	\$80.00	\$56.00
Lakewood	1.7%	\$122.23	\$120.19	\$119.00	\$137.71	\$136.35	\$135.00	\$115.00	\$75.00
Laura MacArthur	1.7%	\$123.26	\$121.20	\$120.00	\$81.61	\$80.80	\$80.00	\$63.00	\$58.00
Laura MacArthur Field					\$81.61	\$80.80	\$80.00		\$58.00
Lester Park	1.7%	\$76.01	\$74.74	\$74.00	\$81.61	\$80.80	\$80.00	\$75.00	\$75.00
Old Lester Park site									\$47.24
Lincoln Park (sold)								\$49.25	\$48.00
Lincoln Park MS	1.7%	\$193.11	\$189.88	\$188.00	\$150.46	\$148.98	\$147.50	\$400.00	
Lowell	1.7%	\$81.15	\$79.79	\$79.00	\$91.25	\$90.34	\$89.45	\$90.00	\$87.00
Myers-Wilkens	1.7%	\$266.04	\$261.59	\$259.00	\$275.43	\$272.70	\$270.00	\$125.00	\$100.00
Morgan Park (sold)					\$117.31	\$116.15	\$115.00	\$79.00	\$76.00
Nettleton (closed)	1.7%	\$86.28	\$84.84	\$84.00	\$89.77	\$88.88	\$88.00	\$89.00	\$89.50
Ordean East MS	1.7%	\$260.90	\$256.54	\$254.00	\$300.93	\$297.95	\$295.00	\$300.00	\$300.00
Piedmont	1.7%	\$86.28	\$84.84	\$84.00	\$91.81	\$90.90	\$90.00	\$75.00	\$84.00
Rockridge	102.2%	\$122.52	\$60.60	\$60.00	\$91.81	\$90.90	\$90.00	\$92.00	\$59.00
Stowe	1.7%	\$126.34	\$124.23	\$123.00	\$139.75	\$138.37	\$137.00	\$135.00	\$95.00
Kenwood (sold)									\$65.00
Transportation	1.7%	\$29.79	\$29.29	\$29.00	\$35.70	\$35.35	\$35.00	\$35.00	\$35.00
Woodland (sold)							\$69.50	\$90.00	\$73.00
<b>Total Weekly Amount</b>	<b>4.4%</b>	<b>\$2,364.83</b>	<b>\$2,265.43</b>	<b>\$2,243.00</b>	<b>\$3,171.35</b>	<b>\$3,139.95</b>	<b>\$3,102.95</b>	<b>\$2,942.25</b>	<b>\$2,631.24</b>
<b>Total Annual Amount</b>	<b>4.4%</b>	<b>\$44,931.77</b>	<b>\$43,043.17</b>	<b>\$49,346.00</b>	<b>\$60,255.65</b>	<b>\$59,659.05</b>	<b>\$65,161.95</b>	<b>\$61,787.25</b>	<b>\$47,362.32</b>

# CONTRACT

## REFRIGERATION REPAIR SERVICES

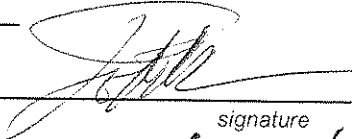
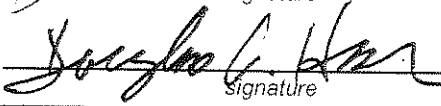
### QUOTE #4229

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2018 through June 30, 2019 (FY19)  
Independent School District No. 709

Contractor:	<b>Carlson Refrigeration</b>
Contact:	Gerald Carlson
Address:	602 Ogden Avenue, Superior, Wisconsin 54880
Phone Number:	715-395-5513
Fax Number:	715-395-5675
Correspondence Email Address:	Todd@Carlson-LakeShore.com
Emergency Contact & Phone Number:	Todd Carlson 715-395-5513

		FY17 First Year	FY18 Second Year	FY19 Third Year
Hourly Rates	Regular	\$75.00	\$75.75	\$77.04
	Overtime	\$110.00	\$111.10	\$112.99
	Holiday	\$225.00	\$227.25	\$231.11

(1.0% increase over FY17 contract and 1.7% increase over FY18 contract)

Insurance Received:	_____	
Acceptance of 2018/2019 Contract:	 _____ signature	7-14-18 _____ date
ISD 709, Doug Hasler:	 _____ signature	04/26/18 _____ date

**COMPARISON**  
**REFRIGERATION REPAIR SERVICES**  
**July 1, 2018 through June 30, 2019**

	change from FY18	FY19 Quote#4229 3rd Year	FY18 Quote#4229 2nd Year	FY17 Quote #4229 Third Year	FY16 Quote #4142 Third Year	FY15 Quote #4142 Second Year	FY14 Quote #4142 Third Year	FY13 Quote #4042 Third Year	FY12 Quote #4042 Second Year
Regular Hourly Rate	1.7%	\$77.04	\$75.75	\$75.00	\$74.80	\$74.06	\$72.75	\$77.48	\$75.74
Overtime Hourly Rate	1.7%	\$112.99	\$111.10	\$110.00	\$112.07	\$110.96	\$109.00	\$116.23	\$113.61
Holiday Hourly Rate	1.7%	\$231.11	\$227.25	\$225.00	\$149.60	\$148.12	\$145.50	\$154.96	\$151.48
Total Annual Amount (200 hours)	1.7%	\$15,408.00	\$15,150.00	\$15,000.00	\$14,960.00	\$14,812.00	\$14,550.00	\$15,496.00	\$15,148.00



**COMPARISON  
ANNUAL SERVICE AND MAINTENANCE OF EMERGENCY GENERATORS  
July 1, 2018 through June 30, 2019**

	change from FY18	FY19 Quote #4260 Second Year	FY18 Quote #4260 Second Year	FY17 Quote #4167 Third Year	FY16 Quote #4167 Second Year	FY15 Quote #4167 Quote #4167
Normal Working Hours	1.7%	\$108.31	\$106.50	\$119.18	\$119.18	\$118.00
After Normal Working Hours	1.7%	\$133.74	\$131.50	\$167.16	\$167.16	\$165.50
Holiday Working Hours	1.7%	\$159.16	\$156.50	\$215.13	\$215.13	\$213.00
1 Congdon Park	1.7%	\$374.56	\$368.30	\$494.14	\$494.14	\$489.25
2 Denfeld HS	1.7%	\$339.53	\$333.85	\$440.05	\$440.05	\$435.69
3 East HS	1.7%	\$375.83	\$369.55	\$489.35	\$489.35	\$484.50
4 HOCHS	1.7%	\$365.00	\$358.90	\$379.39	\$379.39	\$375.63
5 Homecroft	1.7%	\$342.97	\$337.24	\$345.38	\$345.38	\$341.96
6 Lakewood	1.7%	\$350.55	\$344.69	\$314.37	\$314.37	\$311.26
7 Laura MacArthur	1.7%	\$359.92	\$353.90	\$473.22	\$473.22	\$468.53
8 Lester Park	1.7%	\$387.93	\$381.45	\$500.26	\$500.26	\$495.31
9 Lincoln Park MS	1.7%	\$418.24	\$411.25	\$513.35	\$513.35	\$508.27
10 Lowell	1.7%	\$383.13	\$376.73	\$381.98	\$381.98	\$378.20
11 Myers-Wilkins	1.7%	\$352.90	\$347.00	\$374.51	\$374.51	\$370.80
12 Ordean East MS	1.7%	\$355.44	\$349.50	\$513.35	\$513.35	\$508.27
13 Piedmont	1.7%	\$361.19	\$355.15	\$484.14	\$484.14	\$479.35
14 Stowe	1.7%	\$260.81	\$256.45	\$304.81	\$304.81	\$301.79
Total Annual Amount of Quote	1.7%	\$5,028.00	\$4,943.96	\$6,008.30	\$6,008.30	\$5,948.81

# CONTRACT CARPENTRY LABOR Quote #4240

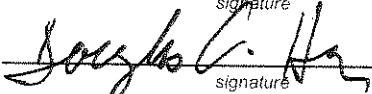
Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2018 through June 30, 2019 (FY19)  
Independent School District No. 709

Contractor:	<b>Donald Holm Construction Co., Inc.</b>
Contact:	Daniel Holm
Address:	3211 West 3rd Street, Duluth, Minnesota 55806
Phone:	218-628-2257 fax 218-628-1858
Correspondence Email Address:	
Emergency Contact & Phone Number:	

REGULAR HOURLY RATE	FY17 <i>First Year</i>	FY18 <i>Second Year</i>	FY19 <i>Third Year</i>
CARPENTRY FOREMAN	\$65.94	\$68.27	<b>\$70.57</b>
CARPENTRY JOURNEYMAN	\$62.96	\$64.94	<b>\$66.85</b>
APPRENTICE - level 8 (96 97%)	\$61.64	\$63.57	<b>\$65.47</b>
APPRENTICE - level 7 (92 93%)	\$59.84	\$61.75	<b>\$63.63</b>
APPRENTICE - level 6 (87 88%)	\$57.62	\$59.48	<b>\$61.33</b>
APPRENTICE - level 5 (82 83%)	\$55.40	\$57.22	<b>\$59.03</b>
APPRENTICE - level 4 (77 78%)	\$53.18	\$54.95	<b>\$56.73</b>
APPRENTICE - level 3 (72 73%)	\$50.94	\$52.68	<b>\$54.43</b>
APPRENTICE - level 2 (67 68%)	\$48.72	\$50.40	<b>\$52.12</b>
APPRENTICE - level 1 (62 63%)	\$46.50	\$48.14	<b>\$49.83</b>
LABORER FOREMAN		\$59.87	<b>\$61.90</b>
SEMI-SKILLED FOREMAN		\$57.64	<b>\$59.68</b>
LABORER		\$57.64	<b>\$59.68</b>
LABORER APPRENTICE (80%)		\$50.21	<b>\$52.02</b>

OVERTIME HOURLY RATE	FY17	FY18	FY19
FOREMAN	\$89.66	\$92.64	<b>\$95.44</b>
JOURNEYMAN	\$85.20	\$87.63	<b>\$89.86</b>
APPRENTICE - level 8 (96 97%)	\$83.20	\$85.53	<b>\$87.80</b>
APPRENTICE - level 7 (92 93%)	\$80.54	\$82.86	<b>\$85.04</b>
APPRENTICE - level 6 (87 88%)	\$77.19	\$79.48	<b>\$81.58</b>
APPRENTICE - level 5 (82 83%)	\$73.85	\$76.06	<b>\$78.13</b>
APPRENTICE - level 4 (77 78%)	\$70.52	\$72.65	<b>\$74.68</b>
APPRENTICE - level 3 (72 73%)	\$67.18	\$69.24	<b>\$71.23</b>
APPRENTICE - level 2 (67 68%)	\$63.84	\$65.84	<b>\$67.78</b>
APPRENTICE - level 1 (62 63%)	\$60.51	\$62.44	<b>\$64.32</b>
LABORER FOREMAN		\$81.35	<b>\$83.95</b>
SEMI-SKILLED FOREMAN		\$78.01	<b>\$80.61</b>
LABORER		\$78.01	<b>\$80.61</b>
LABORER APPRENTICE (80%)		\$66.86	<b>\$69.11</b>

(3.3% increase over FY17 contract and 3.2% increase over FY18 contract)

Insurance Received: _____		
Acceptance of 2018/2019 Contract: _____	<small>signature</small>	<small>date</small>
ISD 709, Doug Hasler:	 <small>signature</small>	04/26/18 <small>date</small>

# COMPARISON

CARPENTRY LABOR - July 1, 2018 through June 30, 2019

REGULAR HOURLY RATE	change from FY18	FY19	FY18	FY17	FY16	FY15	FY14	FY13	FY12
		Quote 4240 3rd Year	Quote 4240 2nd Year	Quote 4240	Quote 4164 2nd Year	Quote 4164	Quote 4074 3rd Year	Quote 4074 2nd Year	Quote 4074
CARPENTRY FOREMAN	3.4%	\$70.57	\$68.27	\$65.94	\$64.79	\$63.62	\$62.60	\$61.55	\$60.06
CARPENTRY JOURNEYMAN	2.9%	\$66.85	\$64.94	\$62.96	\$61.80	\$60.59	\$59.47	\$58.48	\$57.04
APPRENTICE - level 8 (96 97%)	3.0%	\$65.47	\$63.57	\$61.64	\$60.92	\$58.91	\$58.90	\$57.91	\$56.50
APPRENTICE - level 7 (92 93%)	3.0%	\$63.63	\$61.75	\$59.84	\$59.12	\$57.23	\$57.23	\$56.27	\$54.90
APPRENTICE - level 6 (87 88%)	3.1%	\$61.33	\$59.48	\$57.62	\$56.88	\$55.15	\$55.14	\$54.22	\$52.90
APPRENTICE - level 5 (82 83%)	3.2%	\$59.03	\$57.22	\$55.40	\$54.64	\$53.05	\$53.07	\$52.18	\$50.91
APPRENTICE - level 4 (77 78%)	3.2%	\$56.73	\$54.95	\$53.18	\$52.40	\$50.95	\$50.99	\$50.13	\$48.91
APPRENTICE - level 3 (72 73%)	3.3%	\$54.43	\$52.68	\$50.94	\$50.18	\$48.87	\$48.91	\$48.09	\$46.92
APPRENTICE - level 2 (67 68%)	3.4%	\$52.12	\$50.40	\$48.72	\$47.94	\$46.77	\$46.83	\$46.04	\$44.92
APPRENTICE - level 1 (62 63%)	3.5%	\$49.83	\$48.14	\$46.50	\$45.70	\$44.68	\$44.75	\$44.00	\$42.93
LABORER FOREMAN	3.4%	\$61.90	\$59.87		\$56.48				
SEMI-SKILLED FOREMAN	3.5%	\$59.68	\$57.64		\$54.23				
LABORER	3.5%	\$59.68	\$57.64		\$54.23				
LABORER APPRENTICE (80%)	3.6%	\$52.02	\$50.21		\$47.14				

## OVERTIME HOURLY RATE

FOREMAN	3.0%	\$95.44	\$92.64	\$89.66		\$87.05	\$85.61	\$84.18	\$82.13
JOURNEYMAN	2.5%	\$89.86	\$87.63	\$85.20		\$82.51	\$80.88	\$79.53	\$77.59
APPRENTICE - level 8 (96 97%)	2.7%	\$87.80	\$85.53	\$83.20		\$80.00	\$79.89	\$78.56	\$76.64
APPRENTICE - level 7 (92 93%)	2.6%	\$85.04	\$82.86	\$80.54		\$77.49	\$77.39	\$76.10	\$74.24
APPRENTICE - level 6 (87 88%)	2.6%	\$81.58	\$79.48	\$77.19		\$74.34	\$74.26	\$73.02	\$71.24
APPRENTICE - level 5 (82 83%)	2.7%	\$78.13	\$76.06	\$73.85		\$71.20	\$71.15	\$69.96	\$68.25
APPRENTICE - level 4 (77 78%)	2.8%	\$74.68	\$72.65	\$70.52		\$68.06	\$68.02	\$66.88	\$65.25
APPRENTICE - level 3 (72 73%)	2.9%	\$71.23	\$69.24	\$67.18		\$64.92	\$64.89	\$63.81	\$62.25
APPRENTICE - level 2 (67 68%)	2.9%	\$67.78	\$65.84	\$63.84		\$61.78	\$61.77	\$60.74	\$59.26
APPRENTICE - level 1 (62 63%)	3.0%	\$64.32	\$62.44	\$60.51		\$58.64	\$58.65	\$57.67	\$56.26
LABORER FOREMAN	3.2%	\$83.95	\$81.35						
SEMI-SKILLED FOREMAN	3.3%	\$80.61	\$78.01						
LABORER	3.3%	\$80.61	\$78.01						
LABORER APPRENTICE (80%)	3.4%	\$69.11	\$66.86						
Carpentry Total Annual Amount		500 hrs	500 hrs	500 hrs	400 hrs	400 hrs	400 hrs	400 hrs	400 hrs
		\$29,999.50	\$29,070.00	\$28,137.00	\$19,176.00	\$18,708.00	\$18,732.00	\$18,416.00	\$17,968.00

# CONTRACT

## FIRE EXTINGUISHER SERVICE

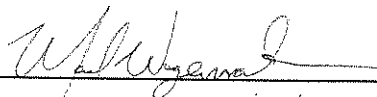
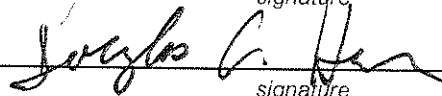
### Quote #4228

Third Year of Contract (Second of Two Renewable Years)  
 for the period of July 1, 2018 through June 30, 2019 (FY19)  
 Independent School District No. 709

Contractor:	<b>Northland Fire &amp; Safety, Inc.</b>		
Contact:	Mark Wagemaker		
Address:	2213 East 5th Street, Superior, Wisconsin 54880		
Phone:	715-398-6643	fax:	715-398-6647
Correspondence Email Address:			
Emergency Contact & Phone Number:			

HOURLY RATE	FY17 <i>First Year</i>	FY18 <i>Second Year</i>	FY19 <i>Third Year</i>
Annual Service and Tagging (per unit)	\$2.09	\$2.11	<b>\$2.15</b>
Annual Service and Tagging Amount (400)	\$836.00	\$844.36	<b>\$858.71</b>
Recharging - Dry Chemical	\$8.15	\$8.23	<b>\$8.37</b>
Recharging - Halotron	\$8.15	\$8.23	<b>\$8.37</b>
Recharging - Co2	\$13.32	\$13.45	<b>\$13.68</b>
Recharging - K-Class	\$8.15	\$8.23	<b>\$8.37</b>
Hydrostatic Test - Dry Chemical	\$8.29	\$8.37	<b>\$8.52</b>
Hydrostatic Test - Halotron	\$8.29	\$8.37	<b>\$8.52</b>
Hydrostatic Test - Co2	\$19.90	\$20.10	<b>\$20.44</b>
Hydrostatic Test - K-Class	\$8.29	\$8.37	<b>\$8.52</b>
6 Year Maintenance - Dry Chemical	\$2.37	\$2.39	<b>\$2.43</b>
5 Year Maintenance - Halotron	\$2.37	\$2.39	<b>\$2.43</b>
Dry Chemical Material Per Pound	\$1.00	\$1.01	<b>\$1.03</b>
Halotron Material Per Pound	\$25.74	\$26.00	<b>\$26.44</b>
Co2 Material Per Pound	\$1.79	\$1.81	<b>\$1.84</b>
K-Class Material Per Liter	\$7.00	\$7.07	<b>\$7.19</b>

*(1.0% increase over FY17 contract and 1.7% increase over FY18 contract)*

Insurance Received: _____		
Acceptance of 2018/2019 Contract:	 _____ <i>signature</i>	2/14/2018 _____ <i>date</i>
ISD 709, Doug Hasler:	 _____ <i>signature</i>	04/26/18 _____ <i>date</i>

**COMPARISON**  
**ANNUAL FIRE EXTINGUISHER SERVICE**  
 July 1, 2018 through June 30, 2019

	change from FY18	FY19 Quote #4228 3rd Year	FY18 Quote #4228 2nd Year	FY17 Quote #4228 Third Year	FY16 Quote #4141 Third Year	FY15 Quote #4141 Second Year	FY14 Quote #4141 Quote #4141	FY13 Bid #1187 Third Year
Annual Service & Tagging per unit	1.9%	\$2.15	\$2.11	\$2.09	\$2.05	\$2.03	\$1.99	\$2.00
Annual Service & Tagging Amount	1.7%	\$858.71	\$844.36	\$836.00	\$736.59	\$729.30	\$716.40	\$1,070.38

**RECHARGING**

Dry Chemical	1.7%	\$8.37	\$8.23	\$8.15	\$8.12	\$8.04	\$7.90	\$7.90
Halon	1.7%	\$8.37	\$8.23	\$8.15	\$8.12	\$8.04	\$7.90	\$7.90
Co2	1.7%	\$13.68	\$13.45	\$13.32	\$13.28	\$13.15	\$12.92	\$12.92
K-Class	1.7%	\$8.37	\$8.23	\$8.15	\$8.12	\$8.04	\$7.90	

**HYDROSTATIC TEST**

Dry Chemical	1.8%	\$8.52	\$8.37	\$8.29	\$8.25	\$8.16	\$8.02	\$8.02
Halon	1.8%	\$8.52	\$8.37	\$8.29	\$8.25	\$8.16	\$8.02	\$8.02
Co2	1.7%	\$20.44	\$20.10	\$19.90	\$19.86	\$19.67	\$19.32	\$19.32
K-Class	1.8%	\$8.52	\$8.37	\$8.29	\$8.25	\$8.16	\$8.02	

**5 & 6 YEAR MAINTENANCE**

Dry Chemical	1.7%	\$2.43	\$2.39	\$2.37	\$2.33	\$2.31	\$2.27	\$2.27
Halon	1.7%	\$2.43	\$2.39	\$2.37	\$2.33	\$2.31	\$2.27	\$2.27

**PRICE PER POUND OF MATERIAL**

Dry Chemical per pound	2.0%	\$1.03	\$1.01	\$1.00	\$1.00	\$0.99	\$0.97	\$0.97
Halon per pound	1.7%	\$26.44	\$26.00	\$25.74	\$25.70	\$25.45	\$25.00	\$16.02
Co2 per pound	1.7%	\$1.84	\$1.81	\$1.79	\$1.75	\$1.73	\$1.70	\$1.70
K-Class	1.7%	\$7.19	\$7.07	\$7.00	\$6.94	\$6.87	\$6.75	

Total Annual Amount	1.8%	\$1,544.60	\$1,517.10	\$1,502.70				
<i>total extinguishers</i>		400	400	400	360	360	360	534

# CONTRACT

## BRICKLAYER LABOR

### Quote #4258

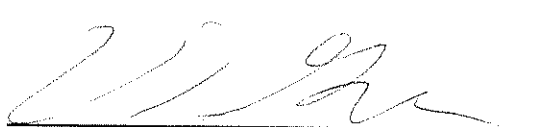

Second Year of Contract (First of Two Renewable Years)  
 for the period of July 1, 2018 through June 30, 2019 (FY19)  
 Independent School District No. 709

Contractor:	<b>Stretar Masonry &amp; Concrete Company, Inc.</b>		
Contact:	Terry Radtke		
Address:	5719 Roosevelt Street, Duluth, Minnesota 55807		
Phone:	218-624-4824	fax	218-624-4825
Correspondence Email Address:	stretar@callta.com		
Emergency Contact & Phone Number:	218-393-8222 - David Greske		

REGULAR HOURLY RATE	FY18 <i>First Year</i>	FY19 <b>Second Year</b>	FY20 <i>Third Year</i>
FOREMAN	\$81.00	<b>\$82.38</b>	
JOURNEYMAN	\$76.50	<b>\$77.80</b>	
APPRENTICE	\$68.00	<b>\$69.16</b>	

OVERTIME HOURLY RATE	FY18	FY19	FY20
FOREMAN	\$104.00	<b>\$105.77</b>	
JOURNEYMAN	\$99.00	<b>\$100.68</b>	
APPRENTICE	\$92.00	<b>\$93.56</b>	

*(1.7% increase over FY18 contract)*

Insurance Received: _____		
Acceptance of 2018/2019 Contract:	 _____ <i>signature</i>	2-21-18 _____ <i>date</i>
ISD 709, Doug Hasler	 _____ <i>signature</i>	04/26/18 _____ <i>date</i>

**COMPARISON  
BRICKLAYER LABOR**

July 1, 2018 through June 30, 2019

	change from FY18	FY19 Quote 4258 2nd Year	FY18 Quote 4258	FY17 Quote 4163 3rd Year	FY16 Quote 4163 2nd Year	FY15 Quote 4163	FY14 Quote 4073 3rd Year	FY13 Quote 4073 2nd Year
Foreman (regular hourly rate)	1.7%	\$82.38	\$81.00	\$76.15	\$76.15	\$75.40	\$82.19	\$80.82
Journeyman (regular hourly rate)	1.7%	\$77.80	\$76.50	\$72.11	\$72.11	\$71.40	\$70.75	\$69.56
Apprentice (regular hourly rate)	1.7%	\$69.16	\$68.00	\$66.16	\$66.16	\$65.50	\$64.50	\$63.43
Foreman (Overtime)	1.7%	\$105.77	\$104.00	\$93.58	\$93.58	\$92.65	\$106.12	\$104.35
Journeyman (Overtime)	1.7%	\$100.68	\$99.00	\$91.56	\$91.56	\$90.65	\$95.72	\$94.12
Apprentice (Overtime)	1.7%	\$93.56	\$92.00	\$82.62	\$82.62	\$81.80	\$85.31	\$83.89
Total Annual Amount of Quote	1.7%	\$22,934.00	\$22,550.00	\$28,844.00	\$28,844.00	\$28,560.00	\$28,300.00	\$27,824.00
		300 hours	300 hours	400 hours	400 hours			

# CONTRACT PAINTING LABOR Quote #4275

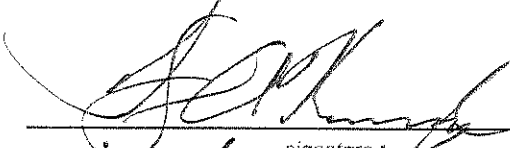
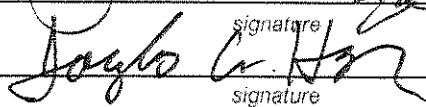
Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2018 through June 30, 2019 (FY19)  
Independent School District No. 709

Contractor:	Swanson & Youngdale, Inc.		
Contact:	Mike Keenan		
Address:	3805 Prosperity Road, Duluth, Minnesota 55811		
Phone:	218-727-6682	fax 218-727-6693	
Correspondence Email Address:	Mike.Keenan@syinc.us		
Emergency Contact & Phone Number:	Mike Keenan cell phone # (218) 348-5160		

REGULAR HOURLY RATE	FY18 <i>First Year</i>	FY19 <b>Second Year</b>	FY20 <i>Third Year</i>
Painter Foreman	\$74.50	<b>\$75.77</b>	
<i>Painter Apprentice</i>			
Drywall Taper Journeyman	\$74.50	<b>\$75.77</b>	
<i>Drywall Taper Apprentice</i>			
<i>Plasterers Journeyman</i>			

OVERTIME HOURLY RATE	FY18	FY19	FY20
Painter Foreman	\$111.75	<b>\$113.65</b>	
<i>Painter Apprentice</i>			
Drywall Taper Journeyman	\$111.75	<b>\$113.65</b>	
<i>Drywall Taper Apprentice</i>			
<i>Plasterers Journeyman</i>			

(1.7% increase over FY18 contract)

Insurance Received: _____		
Acceptance of 2018/2019 Contract:	_____ <small>signature</small>	2-15-18
ISD 709, Doug Hasler	 <small>signature</small>	<small>date</small> 04/26/18 <small>date</small>

**COMPARISON  
PAINTING LABOR**

July 1, 2018 through June 30, 2019

	FY19		FY18		FY15-FY17		FY14		FY13		FY12		FY11		FY10	
	change from FY18	Quote #4275 2nd Year	Quote #4275	Quote #4275	NO CONTRACT		Quote #4078 3rd Year	Quote #4078 2nd Year	Quote #4078	Quote #4078	Quote #4078	Quote #4078	Bid #1189	Bid #1138		
Painter Foreman	1.7%	\$75.77	\$74.50				\$64.66	\$63.58	\$62.15	\$61.50	\$52.50					
Painter Apprentice							\$55.35	\$54.42	\$53.20	\$50.40	\$42.50					
Drywall Taper Journeyman	1.7%	\$75.77	\$74.50				\$66.64	\$65.52	\$64.05	\$63.50						
Drywall Taper Apprentice							\$58.83	\$57.85	\$56.55	\$55.00						
Plasterers Journeyman																
Painter Foreman	1.7%	\$113.65	\$111.75				\$93.74	\$92.17	\$90.10	\$88.50	\$73.50					
Painter Apprentice							\$80.21	\$78.87	\$77.10	\$72.60	\$62.50					
Drywall Taper Journeyman	1.7%	\$113.65	\$111.75				\$96.65	\$95.04	\$92.90	\$91.40						
Drywall Taper Apprentice							\$85.31	\$83.89	\$82.00	\$79.20						
Plasterers Journeyman																
<b>Total Annual Amount</b>	1.7%	<b>\$15,154.00</b>	<b>\$14,900.00</b>				<b>\$12,932.00</b>	<b>\$12,716.00</b>	<b>\$12,430.00</b>	<b>\$12,300.00</b>	<b>\$10,500.00</b>					
		200 hours	200 hours				200 hours	200 hours	200 hours	200 hours						

# CONTRACT

## PLUMBING LABOR - Quote #4261

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2018 through June 30, 2019 (FY19)  
Independent School District No. 709

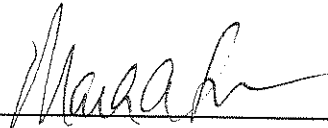
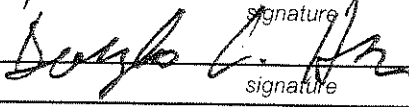
Contractor:	<b>The Jamar Company</b>		
Contact:	Mark Swanson		
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807		
Phone:	218-628-6027	fax 218-628-1174	
Correspondence Email Address:	MARK.SWANSON@JAMARCOMPANY.COM		
Emergency Contact & Phone Number:	24/7 365	218 628 3624	

REGULAR HOURLY RATE	FY18 <i>First Year</i>	FY19 <b>Second Year</b>	FY20 <i>Third Year</i>
Plumber Foreman	\$88.40	<b>\$89.90</b>	
Plumber Journeyman	\$72.06	<b>\$73.29</b>	
Plumber Apprentice (60%)	\$53.25	<b>\$54.16</b>	
Plumber Apprentice (45%)	\$45.27	<b>\$46.04</b>	
Sheet Metal Worker Foreman	\$92.03	<b>\$93.59</b>	
Sheet Metal Worker Journeyman (2 year)	\$71.45	<b>\$72.66</b>	
Insulator Foreman	\$102.11	<b>\$103.85</b>	
Insulator Journeyman (2 year)	\$61.69	<b>\$62.74</b>	

OVERTIME HOURLY RATE (time and a half)			
Plumber Foreman	\$132.60	<b>\$134.85</b>	
Plumber Journeyman	\$108.09	<b>\$109.93</b>	
Plumber Apprentice (60%)	\$79.88	<b>\$81.24</b>	
Plumber Apprentice (45%)	\$67.91	<b>\$69.06</b>	
Sheet Metal Worker Foreman	\$138.05	<b>\$140.40</b>	
Sheet Metal Worker Journeyman (2 year)	\$107.18	<b>\$109.00</b>	
Insulator Foreman	\$153.17	<b>\$155.77</b>	
Insulator Journeyman (2 year)	\$92.54	<b>\$94.11</b>	

OVERTIME HOURLY RATE (double time)			
Plumber Foreman	\$176.80	<b>\$179.81</b>	
Plumber Journeyman	\$144.12	<b>\$146.57</b>	
Plumber Apprentice (60%)	\$106.50	<b>\$108.31</b>	
Plumber Apprentice (45%)	\$90.54	<b>\$92.08</b>	
Sheet Metal Worker Foreman	\$184.06	<b>\$187.19</b>	
Sheet Metal Worker Journeyman (2 year)	\$142.90	<b>\$145.33</b>	
Insulator Foreman	\$204.22	<b>\$207.69</b>	
Insulator Journeyman (2 year)	\$123.38	<b>\$125.48</b>	

(1.7% increase over FY18 contract)

Insurance Received:	<u>2/15/18</u>	
Acceptance of 2018/2019 Contract:	 _____ signature	<u>2/13/18</u> _____ date
ISD 709, Doug Hasler	 _____ signature	<u>04/26/18</u> _____ date

**COMPARISON  
PLUMBING LABOR**

July 1, 2018 through June 30, 2019

REGULAR HOURLY RATE	change from FY18	FY19		FY18 Quote 4261	FY17 Quote 4170 3rd Year	FY16 Quote 4170 2nd Year	FY15 Quote 4170	FY14 Quote 4079 3rd Year	FY13 Quote 4079 2nd Year
		Quote 4261 2nd Year	2nd Year						
Plumber Foreman	1.7%	\$89.90	\$88.40	\$86.86	\$86.86	\$86.00	\$82.19	\$80.82	
Plumber Journeyman	1.7%	\$73.29	\$72.06	\$69.69	\$69.69	\$69.00	\$67.63	\$66.50	
Plumber Apprentice (60%)	1.7%	\$54.16	\$53.25	\$56.56	\$56.56	\$56.00	\$54.10	\$53.20	
Plumber Apprentice (45%)	1.7%	\$46.04	\$45.27	\$48.48	\$48.48	\$48.00	\$46.82	\$46.04	
Sheetmetal Worker Foreman	1.7%	\$93.59	\$92.03	\$87.87	\$87.87	\$87.00			
Sheetmetal Worker Journeyman (2 yr)	1.7%	\$72.66	\$71.45	\$82.82	\$82.82	\$82.00	\$74.91	\$73.66	
Insulator Foreman	1.7%	\$103.85	\$102.11						
Insulator Journeyman (2 yr)	1.7%	\$62.74	\$61.69						
Total Annual Amount of Quote	1.7%	\$26,339.00	\$25,898.00	\$27,876.00	\$27,876.00	\$27,600.00	\$27,052.00	\$26,600.00	

**OVERTIME HOURLY RATE (time and a half)**

Plumber Foreman	1.7%	\$134.85	\$132.60	\$130.29	\$130.29	\$129.00	\$123.29	\$121.23
Plumber Journeyman	1.7%	\$109.93	\$108.09	\$104.54	\$104.54	\$103.50	\$101.44	\$99.74
Plumber Apprentice (60%)	1.7%	\$81.24	\$79.88	\$84.84	\$84.84	\$84.00	\$81.15	\$79.79
Plumber Apprentice (45%)	1.7%	\$69.06	\$67.91	\$72.72	\$72.72	\$72.00	\$70.23	\$69.05
Sheetmetal Worker Foreman	1.7%	\$140.40	\$138.05					
Sheetmetal Worker Journeyman (2 yr)	1.7%	\$109.00	\$107.18	\$124.23	\$124.23	\$123.00	\$112.36	\$110.48
Insulator Foreman	1.7%	\$155.77	\$153.17					
Insulator Journeyman (2 yr)	1.7%	\$94.11	\$92.54					

**OVERTIME HOURLY RATE (double time)**

Plumber Foreman	1.7%	\$179.81	\$176.80	\$173.72	\$173.72	\$172.00	\$164.38	\$161.63
Plumber Journeyman	1.7%	\$146.57	\$144.12	\$139.38	\$139.38	\$138.00	\$135.25	\$132.99
Plumber Apprentice (60%)	1.7%	\$108.31	\$106.50	\$113.12	\$113.12	\$112.00	\$93.64	\$92.07
Plumber Apprentice (45%)	1.7%	\$92.08	\$90.54	\$96.96	\$96.96	\$96.00	\$108.20	\$106.39
Sheetmetal Worker Foreman	1.7%	\$187.19	\$184.06					
Sheetmetal Worker Journeyman (2 yr)	1.7%	\$145.33	\$142.90	\$165.64	\$165.64	\$164.00	\$149.82	\$149.82
Insulator Foreman	1.7%	\$207.69	\$204.22					
Insulator Journeyman (2 yr)	1.7%	\$125.48	\$123.38					

# CONTRACT ROOFING LABOR QUOTE #4262



Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2018 through June 30, 2019 (FY19)  
Independent School District No. 709

Contractor:	<b>The Jamar Company</b>		
Contact:	Mike Billings		
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807		
Phone:	218-628-1027	fax 218-628-1174	
Correspondence Email Address:	Caleb.Blomdahl@jamarcompany.com		
Emergency Contact & Phone Number:	Caleb Blomdahl 218-481-5821		

REGULAR HOURLY RATE	FY18 <i>First Year</i>	FY19 <b>Second Year</b>	FY20 <i>Third Year</i>
Roofing Foreman	\$84.00	<b>\$85.43</b>	
Roofing Journeyman	\$81.00	<b>\$82.38</b>	
Roofing Laborer	\$60.00	<b>\$61.02</b>	
Crane/Operator Rate	\$95.00	<b>\$96.62</b>	
Sheet Metal Journeyman	\$78.00	<b>\$79.33</b>	

OVERTIME HOURLY RATE	FY18	FY19	FY20
Roofing Foreman	\$116.00	<b>\$117.97</b>	
Roofing Journeyman	\$113.00	<b>\$114.92</b>	
Roofing Laborer	\$90.00	<b>\$91.53</b>	
Crane/Operator Rate	\$130.00	<b>\$132.21</b>	
Sheet Metal Journeyman	\$108.00	<b>\$109.84</b>	

*(1.7% increase over FY18 contract)*

Insurance Received: _____		
Acceptance of 2018/2019 Contract:	 signature	2/14/18 date
ISD 709, Doug Hasler	 signature	04/26/18 date

**COMPARISON  
ROOFING LABOR**

July 1, 2018 through June 30, 2019

	change from FY18	FY19		FY18	FY17	FY16	FY15	FY14	FY13
		Quote 4262 2nd Year	Quote 4262 3rd Year	Quote 4262	Quote 4172 3rd Year	Quote 4172 2nd Year	Quote 4172	Quote 4080 3rd Year	Quote 4080 2nd Year
Roofing Foreman	1.7%	\$85.43	\$78.28	\$84.00	\$78.28	\$78.28	\$77.50	\$77.46	\$76.16
Roofing Journeyman	1.7%	\$82.38	\$74.84	\$81.00	\$74.84	\$74.84	\$74.10	\$74.08	\$72.84
Roofing Laborer	1.7%	\$61.02	\$55.55	\$60.00	\$55.55	\$55.55	\$55.00	\$52.54	\$51.66
Crane/Operator Rate	1.7%	\$96.62	\$131.30	\$95.00	\$131.30	\$131.30	\$130.00	\$130.05	\$127.88
Sheet Metal Journeyman	1.7%	\$79.33	\$84.84	\$78.00	\$84.84	\$84.84	\$84.00	\$86.35	\$84.91
Roofing Foreman	1.7%	\$117.97	\$108.73	\$116.00	\$108.73	\$108.73	\$107.65	\$106.80	\$105.01
Roofing Journeyman	1.7%	\$114.92	\$104.28	\$113.00	\$104.28	\$104.28	\$103.25	\$101.65	\$99.95
Roofing Laborer	1.7%	\$91.53	\$77.16	\$90.00	\$77.16	\$77.16	\$76.40	\$72.00	\$70.79
Crane/Operator Rate	1.7%	\$132.21	\$161.60	\$130.00	\$161.60	\$161.60	\$160.00	\$156.06	\$153.45
Sheet Metal Journeyman	1.7%	\$109.84	\$117.87	\$108.00	\$117.87	\$117.87	\$116.70	\$111.84	\$109.97
<b>Total Annual Amount of Quote</b>	1.7%	<b>\$31,680.50</b>	<b>\$29,936.00</b>	<b>\$31,150.00</b>	<b>\$29,936.00</b>	<b>\$29,936.00</b>	<b>\$29,640.00</b>	<b>\$29,632.00</b>	<b>\$29,136.00</b>
		<i>400 hrs split</i>	<i>400 hrs split</i>	<i>400 hrs split</i>	<i>400 hrs</i>				

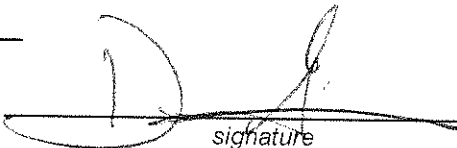
# CONTRACT SNOW PLOWING SERVICES BID #1253

Third Year of Contract (Second) of Two Renewable Years  
for the period of July 1, 2018 through June 30, 2019 (FY19)  
Independent School District No. 709

Contractor:	<b>Viele Contracting, Inc.</b>		
Contact:	Desi Govse		
Address:	5064 Reid Road, Duluth, Minnesota 55803		
Phone Number:	218-728-2334 (Desi)	218-348-4563 (Lonn)	
Correspondence Email Address:	viele@viele.us		
Emergency Contact & Phone Number:	Lonn 218 348 4563		

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Congdon Park, 3116 East Superior Street	\$164.35	\$256.79	\$421.14
Lakewood, 5207 North Tischer Road	\$416.00	\$626.57	\$1,027.17
Lester Park, 5300 Glenwood Avenue	\$359.51	\$626.57	\$1,047.71
Rockridge, 4849 Ivanhoe Street (area expanded)	252.00	342.50	443.90
NOTE: Provide a new cost for the additional work at Rockridge (see site plans for changes)			

<b>TOTALS PER SNOW FALL</b>	\$929.86	\$1,509.93	\$2,406.02
(1.0% increase over FY17 contract and 1.7% increase over FY18 contract)	Total Annual Amount (16/2/1):		\$20,553.64
			25,714.87

Insurance Received: _____		
Acceptance of 2018/19 Contract:	 _____ signature	2/22/18 _____ date
ISD 709, Doug Hasler:	_____ signature	_____ date

**PRICE COMPARISON**  
**SNOW PLOWING SERVICES**  
 July 1, 2018 through June 30, 2019

Snow Fall	change from FY18						Bid #1253 FY19 (3rd year)		Bid #1253 FY18 (2nd year)		Bid #1253 FY17	
	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	1-6"	6-12"	1-6"	6-12"
Central	1.7%	1.7%	1.7%	\$513.59	\$719.02	\$1,027.17	\$505.00	\$707.00	\$1,010.00	\$500.00	\$700.00	\$1,000.00
Congdon Park	1.7%	1.7%	1.7%	\$164.35	\$256.79	\$421.14	\$161.60	\$252.50	\$414.10	\$160.00	\$250.00	\$410.00
Denfeld HS	1.7%	1.7%	1.7%	\$559.81	\$692.31	\$1,000.46	\$550.45	\$680.74	\$983.74	\$545.00	\$674.00	\$974.00
East HS	1.7%	1.7%	1.7%	\$716.96	\$914.18	\$1,380.52	\$704.98	\$898.90	\$1,357.44	\$698.00	\$890.00	\$1,344.00
HOCHS	1.7%	1.7%	1.7%	\$667.66	\$873.09	\$1,129.89	\$656.50	\$858.50	\$1,111.00	\$650.00	\$850.00	\$1,100.00
Homecroft	1.7%	1.7%	1.7%	\$451.95	\$564.94	\$821.74	\$444.40	\$555.50	\$808.00	\$440.00	\$550.00	\$800.00
Lakewood	1.7%	1.7%	1.7%	\$416.00	\$626.57	\$1,027.17	\$409.05	\$616.10	\$1,010.00	\$405.00	\$610.00	\$1,000.00
Laura MacArthur	1.7%	1.7%	1.7%	\$390.32	\$616.30	\$821.74	\$383.80	\$606.00	\$808.00	\$380.00	\$600.00	\$800.00
Lester Park	1.7%	1.7%	1.7%	\$359.51	\$626.57	\$1,047.71	\$353.50	\$616.10	\$1,030.20	\$350.00	\$610.00	\$1,020.00
Lincoln Park MS	1.7%	1.7%	1.7%	\$605.00	\$856.66	\$1,179.19	\$594.89	\$842.34	\$1,159.48	\$589.00	\$834.00	\$1,148.00
Lowell	1.7%	1.7%	1.7%	\$244.47	\$470.44	\$655.33	\$240.38	\$462.58	\$644.38	\$238.00	\$458.00	\$638.00
Meyers Wilkens	1.7%	1.7%	1.7%	\$281.44	\$328.69	\$507.42	\$276.74	\$323.20	\$498.94	\$274.00	\$320.00	\$494.00
Nettleton	1.7%	1.7%	1.7%	\$172.56	\$460.17	\$564.94	\$169.68	\$452.48	\$555.50	\$168.00	\$448.00	\$550.00
Ordean East MS	1.7%	1.7%	1.7%	\$507.42	\$712.86	\$1,021.01	\$498.94	\$700.94	\$1,003.94	\$494.00	\$694.00	\$994.00
Piedmont	1.7%	1.7%	1.7%	\$308.15	\$436.55	\$513.59	\$303.00	\$429.25	\$505.00	\$300.00	\$425.00	\$500.00
Rockridge	24.8%	16.9%	12.7%	\$252.00	\$342.50	\$443.90	\$202.00	\$292.90	\$393.90	\$200.00	\$290.00	\$390.00
Stowe	1.7%	1.7%	1.7%	\$338.97	\$615.27	\$873.09	\$333.30	\$604.99	\$858.50	\$330.00	\$599.00	\$850.00
Transportation	1.7%	1.7%	1.7%	\$282.47	\$333.83	\$513.59	\$277.75	\$328.25	\$505.00	\$275.00	\$325.00	\$500.00
Total of all sites per snowfall	2.4%	2.1%	2.0%	\$7,232.65	\$10,446.77	\$14,949.59	\$7,065.96	\$10,228.27	\$14,657.12	\$6,996.00	\$10,127.00	\$14,512.00
Total Annual Amount	2.3%						\$151,565.49		\$148,169.02		\$146,702.00	

# CONTRACT

## REFUSE REMOVAL AND RECYCLING SERVICES - Quote #4239

Third Year of Contract (Second of Two Renewable Years)  
 for the period of July 1, 2018 through June 30, 2019 (FY19)  
 Independent School District No. 709

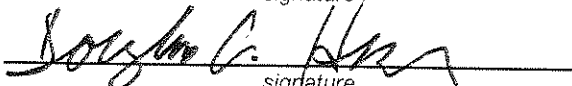
Contractor:	<b>Waste Management</b>
Contact:	Jeanine Peterson
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	218-624-8416
	Fax: 218-624-0934
Correspondence Email Address:	<u>jpeters4@wm.com</u>
Emergency Contact & Phone Number:	<u>Jeanine Peterson 218-349-9505</u>

Building	container quantity	per wk/year	FY17 First Year	FY18 Second Year	FY19 Third Year
Congdon Park	1/6 yd	2/40	\$29.73	\$30.03	\$30.54
Denfeld HS	1/6 yd	2/40	\$29.73	\$30.03	\$30.54
Denfeld HS	1/8 yd	2/40	\$39.64	\$40.04	\$40.72
PS Stadium	1/6 yd	1/52	\$29.73	\$30.03	\$30.54
East HS	2/6 yd	3/40	\$29.73	\$30.03	\$30.54
Stadium	1/6 yd	1/52	\$29.73	\$30.03	\$30.54
Facilities (STC)	1/6 yd	1/52	\$29.73	\$30.03	\$30.54
HOCHS	1/6 yd	2/52	\$29.73	\$30.03	\$30.54
Homecroft	2/6 yd	1/40	\$29.73	\$30.03	\$30.54
Lakewood	2/6 yd	1/40	\$29.73	\$30.03	\$30.54
Laura MacArthur	1/6 yd	2/40	\$29.73	\$30.03	\$30.54
Summer Program	1/6 yd	2/12	\$29.73	\$30.03	\$30.54
Lester Park	1/6 yd	1/40	\$29.73	\$30.03	\$30.54
Lincoln Park MS	2/6 yd	3/40	\$29.73	\$30.03	\$30.54
Lowell	1/6 yd	2/40	\$29.73	\$30.03	\$30.54
Myers-Wilkins	1/6 yd	3/40	\$29.73	\$30.03	\$30.54
Ordean East MS	2/6 yd	3/40	\$29.73	\$30.03	\$30.54
Piedmont	1/6 yd	2/40	\$29.73	\$30.03	\$30.54
Rockridge (added 2018)	1/6 yd	1/40			\$30.54
Stowe	1/6 yd	2/40	\$29.73	\$30.03	\$30.54
Summer Program	1/6 yd	2/12	\$29.73	\$30.03	\$30.54
Transportation	1/4 yd	1/52	\$19.82	\$20.02	\$20.36
<b>Total</b>			<b>\$58,550.49</b>	<b>\$59,139.08</b>	<b>\$61,365.04</b>

### RECYCLING SERVICES

Cardboard per container	\$12.00	\$12.12	\$12.33
Paper per container	\$2.70	\$2.73	\$2.77
Confidential Recycling per bin	\$12.33	\$12.45	\$12.67
<b>Total</b>	<b>\$10,749.00</b>	<b>\$10,856.49</b>	<b>\$11,041.05</b>

(1.0% increase over FY17 contract and 1.7% increase over FY18 contract)

Insurance Received:	_____	
Acceptance of 2018/2019 Contract:	 signature	<u>2-16-18</u> date
ISD 709, Doug Hasler:	 signature	<u>04/26/18</u> date

**COMPARISON - REFUSE REMOVAL AND RECYCLING SERVICES**  
**July 1, 2018 through June 30, 2019**

building	FY19 - 3rd year		FY18 - 2nd year		FY17 - Quote #4239		FY16 - 2nd year		FY15 Quote #4171		FY14 - 3rd Year		
	change from FY18	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount
Congdon Park	1.7%	\$30.54	\$2,443.20	\$30.03	\$2,402.40	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80
Denfeld HS	1.7%	\$30.54	\$2,443.20	\$30.03	\$2,402.40	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$4,932.00
Denfeld HS	1.7%	\$40.72	\$3,257.60	\$40.72	\$3,203.20	\$39.64	\$3,171.33	\$30.14	\$2,411.07	\$29.84	\$2,387.20		
PS Stadium	1.7%	\$30.54	\$1,588.08	\$30.03	\$1,561.56	\$29.73	\$1,545.96	\$22.60	\$1,175.40	\$22.38	\$1,163.76	\$24.66	\$1,282.32
East HS	1.7%	\$30.54	\$7,329.60	\$30.03	\$7,207.20	\$29.73	\$7,135.49	\$22.60	\$5,424.91	\$22.38	\$5,371.20	\$24.66	\$4,932.00
Stadium	1.7%	\$30.54	\$1,588.08	\$30.03	\$1,561.56	\$29.73	\$1,545.96	\$22.60	\$1,175.40	\$22.38	\$1,163.76		
Facilities (STC Upper)	1.7%	\$30.54	\$1,588.08	\$30.03	\$1,561.56	\$29.73	\$1,545.96	\$22.60	\$1,175.40	\$22.38	\$1,163.76	\$24.66	\$1,282.32
HOCHS	1.7%	\$30.54	\$3,176.16	\$30.03	\$3,123.12	\$29.73	\$3,092.04	\$22.60	\$2,350.80	\$22.38	\$2,327.52	\$24.66	\$2,564.64
Homecroft	1.7%	\$30.54	\$2,443.20	\$30.03	\$2,402.40	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80
Lakewood	1.7%	\$30.54	\$2,443.20	\$30.03	\$2,402.40	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80
Laura MacArthur	1.7%	\$30.54	\$2,443.20	\$30.03	\$2,402.40	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80
Summer Program	1.7%	\$30.54	\$732.96	\$30.03	\$720.72	\$29.73	\$713.55	\$22.60	\$542.49	\$22.38	\$537.12	\$24.66	\$691.84
Lester Park	1.7%	\$30.54	\$1,221.60	\$30.03	\$1,201.20	\$29.73	\$1,189.25	\$22.60	\$904.15	\$22.38	\$895.20	\$24.66	\$986.40
Lincoln Park MS	1.7%	\$30.54	\$7,329.60	\$30.03	\$7,207.20	\$29.73	\$7,135.49	\$22.60	\$5,424.91	\$22.38	\$5,371.20	\$24.66	\$2,959.20
Lowell	1.7%	\$30.54	\$2,443.20	\$30.03	\$2,402.40	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80
Myers-Wilkins	1.7%	\$30.54	\$3,664.80	\$30.03	\$3,603.60	\$29.73	\$3,567.74	\$22.60	\$2,712.46	\$22.38	\$2,685.60	\$24.66	\$2,959.20
Ordean East MS	1.7%	\$30.54	\$7,329.60	\$30.03	\$7,207.20	\$29.73	\$7,135.49	\$22.60	\$5,424.91	\$22.38	\$5,371.20	\$24.25	\$5,820.00
Piedmont	1.7%	\$30.54	\$2,443.20	\$30.03	\$2,402.40	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80
Rockridge		\$30.54	\$1,221.60										
Stowe	1.7%	\$30.54	\$2,443.20	\$30.03	\$2,402.40	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$986.40
Summer Program	1.7%	\$30.54	\$732.96	\$30.03	\$720.72	\$29.73	\$713.55	\$22.60	\$542.49	\$22.38	\$537.12	\$24.66	\$295.92
Transportation	1.7%	\$20.36	\$1,058.72	\$20.02	\$1,041.04	\$19.82	\$1,030.68	\$15.96	\$829.82	\$15.80	\$821.60	\$16.44	\$854.88
Total Annual Amount	3.8%	\$61,365.04	\$59,139.08	\$59,139.08	\$58,550.49	\$44,119.44	\$44,560.61	\$42,283.92					
Cardboard Recycling	1.7%	\$12.33	\$3,081.51	\$12.12	\$3,030.00	\$12.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paper Recycling	1.7%	\$2.77	\$4,160.04	\$2.73	\$4,090.50	\$2.70	\$4,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Confidential Recycling	1.7%	\$12.67	\$3,799.50	\$12.45	\$3,735.99	\$12.33	\$3,699.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.04	\$313.04
Total Annual Amount	1.7%	\$11,041.05	\$10,856.49	\$10,856.49	\$10,749.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$313.04	\$313.04
Total Annual Amount (All)	3.4%	\$72,406.09	\$69,995.57	\$69,995.57	\$69,299.49	\$44,119.44	\$44,560.61	\$42,596.96					



**Memorandum of Understanding between  
Duluth Public Schools – ISD 709 and The College of St. Scholastica and  
the School of Education and Human Development**

**THIS AGREEMENT**, between **Duluth Public Schools – ISD 709 and The College of St. Scholastica** and the **Regents of the University of Colorado**, a body corporate, for and on behalf of the **University of Colorado Denver, School of Education and Human Development** hereinafter referred to as "**SEHD**".

**WHEREAS**, **Duluth Public Schools – ISD 709 and The College of St. Scholastica** desires and intends to contract with **SEHD** for the purpose of receiving Pathways2Teaching program support.

**WHEREAS**, **Duluth Public Schools – ISD 709 and The College of St. Scholastica** and **SEHD** intend to remain in a contractual relationship for the period described in SECTION 4 herein, so long as funding is available to both **Duluth Public Schools – ISD 709 and The College of St. Scholastica** and **SEHD** for this purpose.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, **Duluth Public Schools – ISD 709 and The College of St. Scholastica**, and **SEHD** agree as follows.

**1. SEHD's OBLIGATIONS**

- a. Provide on-going virtual school support for teachers and students throughout the year to include:
  - i. Regular ongoing virtual meetings with teachers and students
  - ii. Curriculum support for teachers
  - iii. Virtual presence in the classroom (up to 2 times per month) of PhD research team
  - iv. Creating a virtual classroom space with Schoology
- b. School support will be provided at the following high schools for two teachers of record and three additional teachers who will support program implementation, planning, and facilitation:
  - i. East High School (\$2,500)
  - ii. Denfeld High School (\$2,500)
- c. The program support services will be invoiced at a rate of \$2,500 per school, for a total of \$5,000 for the 2018-2019 academic year.

**2. Duluth Public Schools – ISD 709's OBLIGATIONS**

- a. Implement the Pathways2Teaching curriculum in the schools listed above.

**3. The College of St. Scholastica's OBLIGATIONS**

- a. Pay the amounts herein.

**4. TERM**

The Contract is effective for the 2018-2019 academic year. This Contract may be extended beyond this initial term by the written mutual agreement of both parties.

**5. COMPENSATION**

For the services provided hereunder, **Duluth Public Schools – ISD 709 and The College of St. Scholastica** will pay **SEHD** the following amount:

- \$2,500 per school for program support, for a total of \$5,000 for the 2018-19 academic year.

**6. PAYMENT**

**SEHD** shall submit an invoice to **The College of St. Scholastica** in October 2018 in the amount of \$5,000. All payments are non-refundable. Payment is expected within 30 days of the invoice.

Payments, identifying a **SEHD** invoice number, shall be sent within 30 days of invoice to:

University of Colorado Denver  
Office of Continuing and Professional Education  
Attn: Jenna Ronnebaum  
999 18<sup>th</sup> St., Ste. 144  
Denver, CO 80202

**7. OWNERSHIP**

Intellectual Property shall mean individually and collectively all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Contract solely by one or more of **Duluth Public Schools – ISD 709 and The College of St. Scholastica** and/or **SEHD** whether or not patentable. All rights and title to Intellectual Property arising out of the Contract shall be determined according to U.S. Patent Law and/or any applicable state laws as well as University of Colorado laws and policies. All Pathways2Teaching content and any derivative materials shall remain the sole property of Dr. Margarita Bianco and the **SEHD**. **Duluth Public Schools – ISD 709 and The College of St. Scholastica** may not use the content to train additional instructors or personnel staff without explicit written permission from Dr. Bianco and **SEHD**.

**8. LIABILITY AND INSURANCE**

- a. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent allowed by law.
- b. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Contract will be construed as: an express or implied waiver by the **SEHD** of its governmental immunity or of the governmental immunity of the State of Colorado; an express or implied acceptance by **SEHD** of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado



**School of Education  
& Human Development**

Governmental Immunity Act, C.R.S. §24-10-101 et seq.; a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SEHD of a debt, contract, or liability of the contractor in violation of Article XI, Section 1 of the Constitution of Colorado.

- c. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure that is circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, civil unrest, or shortage of or inability to obtain material and equipment.
- d. **SEHD** warrants and represents that it self-insures for professional liability insurance for itself and for its public employees who provide health care services pursuant to the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 through 24-10-120). **SEHD** agrees that its self-insurance program shall provide coverage in accordance with the limits of the Colorado Governmental Immunity Act. The Colorado Governmental Immunity Act provides that the maximum amount that may be recovered against a public entity or public employee shall be (a) \$350,000 for any injury to one person in a single occurrence, and (b) \$990,000 for any injury to two or more persons in a single occurrence, except in such instance no person may recover in excess of \$350,000.

In the event that the covered activity takes place in a state other than Colorado, and a court of competent jurisdiction determines that the limits of the Colorado Governmental Immunity Act do not apply, the Self-Insurance Trust provides coverage of no more than \$1,000,000 per incident. The coverage provided by the Self-Insurance Trust is subject to terms and conditions contained in the Coverage Document of the University of Colorado Self-Insurance and Risk Management Trust.

**9. TERMINATION**

Either **Duluth Public Schools – ISD 709 and The College of St. Scholastica** or **SEHD** may terminate this Contract at any time by giving the other written notice of not less than sixty (60) days. In the event of termination, payments will be made to **SEHD** for all work performed up to the date of termination and all non-cancelable obligations incurred in accordance with this Contract. Payment shall be due within thirty (30) days of termination for this contract.

**10. AMENDMENTS**

Any amendments hereto shall be in writing and signed by **Duluth Public Schools – ISD 709 and The College of St. Scholastica** and **SEHD**.



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date set forth herein by their duly authorized representatives.

Signed:

By Douglas C. Hasler Date 04/27/18  
Douglas Hasler  
Chief Financial Officer, Duluth Public Schools – ISD 709

By \_\_\_\_\_ Date \_\_\_\_\_  
Susan Kerry  
Vice President for Finance, The College of St. Scholastica

By \_\_\_\_\_ Date \_\_\_\_\_  
Shannon Hagerman  
Executive Director, Continuing and Professional Education  
School of Education and Human Development

By \_\_\_\_\_ Date \_\_\_\_\_  
Margarita Bianco  
Lead Faculty, Pathways2Teaching  
School of Education and Human Development

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THE REGENTS OF THE UNIVERSITY OF  
COLORADO, A BODY CORPORATE, FOR AND  
ON BEHALF OF THE UNIVERSITY OF COLORADO  
DENVER

By \_\_\_\_\_ Date \_\_\_\_\_  
Roderick Nairn, PhD  
Provost and Vice Chancellor for Academic and Student Affairs

By \_\_\_\_\_ Date \_\_\_\_\_  
Rebecca Kantor, Dean  
School of Education and Human Development

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of January 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and North Shore Estates, an independent Facility, hereinafter called Facility.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Facility 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 April 10, 2018, and shall remain in effect until June 8, 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. WITNESSETH THAT:

- I. WHEREAS, the District has established a Nursing Assistant Offering for qualified students preparing for and/or engaged in nursing assistant careers; and
- II. WHEREAS, the Facility has suitable clinical facilities in nursing assistant for the educational needs of the nursing assistant offering of the District; and
- III. WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing assistant personal; and
- IV. WHEREAS, the District and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing assistant offering enrolled with the District;

NOW, THEREFORE, it is mutually agreed by and between the District and the Facility

### 3. DISTRICT RESPONSIBILITIES

- a) The District will designate a faculty member as the liaison to the Facility.
- b) The District faculty will be on site at the Facility. The District faculty so assigned will hold current licensure valid in the State of Minnesota.
- c) The District faculty will be responsible for planning, directing and evaluating the students' learning experiences. The District faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the District and the Facility.
- d) The District will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the District in cooperation with the Facility's designated representative.

- e) The District will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f) The District faculty will inform students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g) The District faculty will inform its students who are participating in the clinical experience program that they are encouraged to carry their own health insurance.
- h) The District will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status if requested by the Facility.
- i) The District agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. District will not allow a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, District shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

#### 4. FACILITY RESPONSIBILITIES

- a. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a "The Joint Commission") or any other appropriate and required accrediting body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the District before taking any action to terminate the participation of a student.
- c. The Facility will provide the District with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the District faculty and students to use its patient care and patient service facilities for clinical instruction.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with District faculty, for planning with District faculty, and for such other assistance as shall be mutually agreeable.
- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the District faculty and students who are participating in the clinical experience program.

- g. The District faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- h. The Facility will make locker or cloak room facilities available for the District faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District faculty and students who are participating in the clinical experience program. The Facility will permit District faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the District to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.
- k. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**
  - l. The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The District is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

## **5. MUTUAL RESPONSIBILITIES**

- a. The District and the Facility assume joint responsibility for the orientation of the District faculty and students to Facility policies and regulations before the District assigns its faculty to the Facility.
- b. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the District and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The District students and faculty are not, and shall not be construed to be, employees of Facility. The District shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the District shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.
- c. Personnel of the District and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:

- 1) Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
  - 2) Communication to familiarize the District faculty with the Facility's philosophy, policy and program expectations
  - 3) Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies, and any new programs which are contemplated;
  - 4) Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
  - 5) Communication to identify areas of mutual need or concern;
  - 6) Communication to seek solutions to any problems which may arise in the clinical experience programs; and
  - 7) Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the District's nursing assistant curriculum.
- d. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.
- e. **Commercial General Liability Insurance**
- i. The Facility will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.
- f. **Professional Liability Insurance**
- i. The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
  - ii. The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
  - iii. If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.
- g. **Additional Conditions:**
- i. An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.
  - ii. Each party shall provide to the other party upon request certificates of insurance or self- insurance evidencing the required coverage.
  - iii. If Facility receives a cancellation notice from the carrier affording coverage herein, Facility agrees to notify the District within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision

that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the District.

- iv. Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The District is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the District, not to students.

## **6. STUDENT REQUIREMENTS**

- a. Students will be required to be proficient in skill and expectations before allowed to enter clinical setting at Facility.
- b. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the District and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test, chest x-ray or CT scan, or TB blood tests (QuantiFERON-TB Gold in-Tube test or T-SPOT.TB test) and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- c. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- d. Students participating in the clinical experience program shall be encouraged to carry their own professional liability insurance if professional liability insurance is not provided by the District.

## **7. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE**

- a. Any emergency medical care available at the Facility will be available to District faculty and students. District faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the District.
- b. Any District faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the District faculty member or student who receives the treatment and not the responsibility of the Facility or the District.
- c. The Facility shall follow, for District faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. District faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their District and to the Facility. Before returning to the Facility, such a District

faculty member or student must submit proof of recovery to the District or Facility, if requested.

## **8. LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

## **9. TERM OF AGREEMENT**

This Agreement is effective on the later of April 10, 2018, or when fully executed, and shall remain in effect until **June 8, 2018**. This Agreement may be terminated by either party at any time upon 60 days written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

## **10. FINANCIAL CONSIDERATION**

- a. The District and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the District or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the District faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

## **11. AMENDMENTS**

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

Neither the District nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

## **12. STATE AUDIT**

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the District and the Legislative Auditor.

## **13. DATA PRIVACY**

The requirements of 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 apply to this contract. The Facility and District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the District in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute

§13.08 apply to the release of the data referred to in this clause by either the Facility or the District.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the District. The District will give the Facility instructions concerning the release of the data to the requesting party before the data is released. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.P.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

14. OTHER PROVISIONS

a. Notices.


All notices to be given by Facility to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of **Bradley Vieths, Vocational Programs Coordinator**, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Facility shall be deemed to have been given by depositing the same in writing in the United States Mail to:

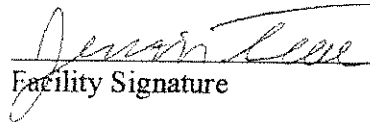
Justin Teal  
North Shore Estates  
7700 Grand Ave., Duluth MN, 55807

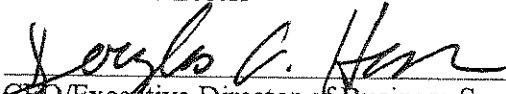
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

FACILITY

  
Program Director

  
Facility Signature

\_\_\_\_\_  
Curriculum Director  
  
CEO/Executive Director of Business Services

812619707  
Taxpayer ID Number

# COMMERCIAL LISTING CONTRACT: EXCLUSIVE

This form approved by the Minnesota Association of REALTORS® and the Minnesota Commercial Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2017 Minnesota Association of REALTORS®, Edina, MN

- 1. Date 04/10/2018
- 2. Page 1

3. **DEFINITIONS:** IN CONSIDERATION OF the Contract of Greg Follmer Commercial Real Estate  
(Real Estate Company Name)

4. ("Broker") to undertake to  **SELL**  **LEASE** (if only **SELL** is checked, all references to Lessor, tenant, or lease do not apply;  
----(Check all that apply.)----

5. if only **LEASE** is checked, all references to Seller, buyer, or sale do not apply) the property hereinafter described,

6. Independent School District 709

7. ("Seller and/or Lessor") grants to Broker the exclusive right to sell and/or lease or contract to sell and/or lease the property at

8. Central High School - 800 East Central Entrance

9. Duluth MN 55811

10. and legally described as see attached addendum

11. \_\_\_\_\_ ("Property")

12. for the period from the date hereof through and including Mar 7, 20 19, for the sum

13. of \$ 7,900,000.00 upon the following terms

14. Cash, Bank Financing or other written terms deemed acceptable to Seller and Seller's legal counsel.

15. \_\_\_\_\_

16. or at any other price, terms or exchange to which Seller and/or Lessor may consent.

17. This Contract may only be canceled by written mutual agreement of the parties.

18. Seller and/or Lessor understands that Broker may list other properties during the term of this Contract which may  
19. compete with Seller's and/or Lessor's Property for potential buyers and/or tenants.

20. **MLS DATA FEED OPTIONS:**

21. **EXPLANATIONS AND DEFINITIONS:**

22. "**IDX site**" means a web site operated by a broker participating in the MLS on which the broker can advertise the  
23. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to  
24. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

25. "**Virtual office web site**" ("**VOW**") means a web site operated by a broker participating in the MLS that delivers  
26. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with  
27. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The  
28. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker  
29. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.  
30. The MLS imposes various other rules and restrictions on VOWs.

31. For each of the following options, the MLS system automatically defaults to "Yes." Seller's and/or Lessor's instructions  
32. pertaining to the Internet display of the MLS input data for the Property are as follows:

33. **Option 1. Listing display on the Internet.** If Seller and/or Lessor selects "No," this listing will not be included in MLS  
34. data feeds to Internet web sites that display property listing data, whether intended for advertising the  
35. Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose  
36. the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

37. Shall the Property listing be displayed on the Internet, including sold information?  Yes  No

38. Seller and/or Lessor understands and acknowledges that if Seller and/or Lessor has selected "No" for  
39. Option 1, consumers who conduct searches for listings on the Internet will not see information about the  
40. Property in response to their searches.

COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE

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42. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

43. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.

44. **Option 2. Listing address (Property and unit numbers and street name) display on the Internet.** If Seller and/  
45. or Lessor selects "No," the address of the Property will be hidden on web sites receiving data feeds from  
46. MLS that result in Internet listing display, whether intended for advertising the Property or providing online  
47. brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/  
48. clients via other means, including e-mail, fax, mail, hand delivery, and orally.

49. Shall the listing address (Property and unit numbers and street name) be displayed  
50. on the Internet?  Yes  No

51. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**  
52. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model  
53. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based  
54. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The  
55. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant  
56. factors in valuing a property. Seller and/or Lessor, by selecting "No," may prohibit display of an automated  
57. valuation of his or her listing adjacent to the listing.

58. Shall an automatic valuation of the Property listing or a link to an automated  
59. valuation be displayed adjacent to the listing?  Yes  No

60. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**  
61. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide  
62. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews  
63. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on  
64. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding  
65. the listing's value, etc.

66. Shall comments or reviews of the Property by persons other than the displaying  
67. broker be displayed with or attached as a link to the listing data of the Property?  Yes  No

68. **SELLER'S AND/OR LESSOR'S OBLIGATION:** It is agreed that Seller and/or Lessor shall promptly furnish Broker  
69. with complete information concerning any person who during the period of this Contract makes inquiry to Seller and/  
70. or Lessor regarding the sale, exchange, or lease of the Property.

71. If the Property is sold, Seller hereby agrees to furnish to buyer an Abstract of Title, a Registered Property Abstract  
72. or an ALTA Title Insurance Commitment, certified to date, to include proper searches covering bankruptcies and state  
73. and federal judgments and liens, and to execute or cause to be executed a deed conveying title to the Property to the  
74. buyer and any further documents as may be required to consummate the sale in accordance with the terms above  
75. designated or with the terms to which Seller may hereafter consent.

76. Seller and/or Lessor further agrees to promptly notify Broker of any notices pertaining to the Property which are hereafter  
77. received during the term of this Contract.

78. It is further agreed that Seller and/or Lessor shall permit Broker to erect a "For Sale" and/or "For Lease" sign on the  
79. Property and to remove all other "For Sale" and/or "For Lease" signs from the Property during the period of this Contract.  
80. Seller and/or Lessor shall permit Broker to place information on the Minnesota Commercial Property Exchange ("MCPE")  
81. or other type of multiple listing service forum ("MLS") and the Internet concerning the Property. Broker may notify the  
82. MCPE or MLS and member REALTORS® of the price and terms of the sale and/or lease.

83. Seller and/or Lessor has the full legal right to sell and/or lease the Property.

84. Seller and/or Lessor certifies that as of the date of execution of this Contract, Seller and/or Lessor has not received  
85. any notice of building, health, or fire code violations, nor vacant building registration notification, nor notice of hazardous  
86. waste on the Property, nor notice of condemnation pertaining to the Property, except as herein noted (if none, state

87. "none"): \_\_\_\_\_

88. \_\_\_\_\_

89. \_\_\_\_\_

COMMERCIAL LISTING CONTRACT:  
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91. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

92. Access to the Property: To facilitate the showing and sale of the Property, Seller and/or Lessor authorizes Broker to:

93.  access the Property;

94.  authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry professionals

95. to access the Property at reasonable times and upon reasonable notice; and

96.  duplicate keys to facilitate convenient and efficient showings of the Property.

97. Authorizing access means giving Broker permission to:

98. 1. authorize the above-referenced persons to enter the Property, with or without a licensed salesperson present;

99. 2. disclose any security codes necessary to enter the Property; and

100. 3. lend a key to enter the Property, directly or through a lockbox.

101. Seller and/or Lessor agrees to commit no act which might tend to obstruct Broker's performance. If the Property is

102. occupied by someone other than Seller and/or Lessor, Seller and/or Lessor shall comply with Minnesota law and

103. applicable lease provisions of an existing lease and provide tenant with any required notice in advance of any Property

104. showing.

105. Seller and/or Lessor understands that prospective buyers/tenants and others authorized to access the Property may

106. record the Property by photograph, video, or other medium while accessing the Property.

107. **RECORDING ON THE PROPERTY:** Seller and/or Lessor understands that MN Statute 626A.02 specifically prohibits

108. the interception of oral communications without the consent of at least one of the two parties to the communication.

109. Seller and/or Lessor should seek appropriate legal advice regarding compliance with this statute if Seller and/or Lessor

110. intends to utilize technology that may intercept oral communications between persons other than Seller and/or Lessor.

111. **SELLER AND/OR LESSOR CONTENT LICENSE:** In the event Seller and/or Lessor provides content, including, but

112. not limited to, any photos or videos of the Property ("Seller and/or Lessor Content") to Broker, Seller and/or Lessor

113. grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through

114. multiple tiers), reproduce, distribute, display, perform, and create derivate works of the Seller and/or Lessor Content.

115. Seller and/or Lessor represents and warrants that Seller and/or Lessor has authority to provide Seller and/or Lessor

116. Content and Seller and/or Lessor Content does not violate any restrictions regarding use including any third-party intellectual

117. property rights or laws. Seller and/or Lessor agrees to execute any further documents that are necessary to effect this license.

118. **NOTICE: THE COMPENSATION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL**

119. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.**

120. **BROKER'S COMPENSATION** (Fill in all blanks.):

121.	COMPENSATION FOR SALE (To be completed only if Property is being offered for sale.): Seller shall pay Broker a
122.	retainer fee of \$ <u>0.00</u> when Seller signs this Contract. Broker shall keep this fee even if Seller
123.	does not sell the Property. It is further agreed that Seller shall pay Broker a brokerage fee of (Check any that apply.):
124.	<input checked="" type="checkbox"/> <u>6</u> percent (%) of the price for which the Property is sold or exchanged;
125.	<input type="checkbox"/> \$ _____;
126.	<input type="checkbox"/> \$ _____ per square foot;
127.	<input checked="" type="checkbox"/> OTHER: <u>If Listing Broker is also Selling Broker Commission shall be reduced to 4%</u>
128.	_____;
129.	_____;
130.	upon the occurrence of any of the following conditions, identified in lines 147-195.

COMMERCIAL LISTING CONTRACT: EXCLUSIVE

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132. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

133. COMPENSATION FOR LEASE (To be completed only if Property is being offered for lease.): Lessor shall pay Broker a retainer fee of \$ ... when Lessor signs this Contract. Broker shall keep this fee even if Lessor does not lease the Property. It is further agreed that Lessor shall pay Broker a brokerage fee of (Check any that apply):

147. COMPENSATION CONDITIONS:

- 148. 1. The sale and/or lease, contract for sale and/or lease, exchange or conveyance of the Property during the period of this Contract by Broker or any other person, including but not limited to, Seller and/or Lessor or any other agent or broker not a party to this Contract, in accordance with the price, terms, or exchange as set forth herein or as otherwise consented to by Seller and/or Lessor;

COMMERCIAL LISTING CONTRACT: 165  
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177. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

178. 8. Seller and/or Lessor is a partnership or other business entity, and an interest in the partnership or other business  
179. entity is transferred, whether by merger, outright purchase and/or lease or otherwise in lieu of sale and/or lease  
180. of the Property during the term of this Contract; or

181. 9. If within 180 days (not to exceed six (6) months, except for the purchase or sale of a business in which case  
182. it cannot exceed two (2) years) after the end of this Contract, Seller and/or Lessor sells and/or leases or agrees  
183. to sell and/or lease the Property to anyone who has made an affirmative showing of interest in the Property by  
184. responding to an advertisement or by contacting the Broker or salesperson involved or has been physically shown  
185. the Property by the Broker or salesperson. It is understood that Broker shall not seek to enforce collection of a  
186. compensation under this subparagraph nine (9) unless the name of the prospect is on a written list given to Seller  
187. and/or Lessor within 72 hours after expiration of this Listing Contract.

188. **IF YOU RELIST WITH ANOTHER BROKER WITHIN THE OVERRIDE PERIOD AND THEN SELL AND/OR**  
189. **LEASE YOUR PROPERTY TO ANYONE WHOSE NAME APPEARS ON THIS LIST, YOU COULD BE LIABLE**  
190. **FOR FULL COMMISSIONS TO BOTH BROKERS. IF THIS NOTICE IS NOT FULLY UNDERSTOOD, SEEK**  
191. **COMPETENT ADVICE.**

192. As security for Broker's compensation, Seller and/or Lessor hereby grants to Broker a security interest in the lease  
193. payments from the lease of the Property or proceeds from a sale and any title company or other closer who conducts  
194. the closing on the sale and/or lease of the Property is directed to disburse the Broker's compensation provided hereunder  
195. to the Broker at the time of closing.

196. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MCPE  
197. and/or MLS unless Broker notifies Seller and/or Lessor otherwise in writing.

198. **FORFEITURE OF EARNEST MONEY:** If a buyer of the Property defaults and as a result forfeits the earnest money,  
199. Seller shall receive 100 percent (%) and Broker shall receive 0 percent (%) of the earnest money.

200. **COOPERATING BROKERS:** Seller and/or Lessor hereby permits Broker to share part of Broker's compensation with  
201. other real estate brokers, including brokers only representing the buyer and/or tenant.

202. **CLOSING SERVICES:**

203. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER OR REAL  
204. ESTATE CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY  
205. NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR  
206. OF THE CLOSING ITSELF.

207. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
208. understands that Seller may arrange for a qualified closing agent or attorney to conduct the closing, or Seller may  
209. ask Broker to arrange for the closing. Seller understands that Seller may be required to pay certain closing costs which  
210. may effectively reduce the proceeds from the sale. Seller has indicated his/her/its choice for closing services (*Initial*  
211. *one.*).

212. \_\_\_\_\_ Seller wishes to have Broker arrange for closing services.  
(Seller) (Seller)

213. \_\_\_\_\_ Seller shall arrange for closing services.  
(Seller) (Seller)

214. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may  
215. effectively increase the cash outlay at closing.

COMMERCIAL LISTING CONTRACT:  
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217. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

218. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
219. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
220. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions  
221. from FIRPTA withholding.

222. Seller represents and warrants that Seller  IS  IS NOT a foreign person (i.e., a non-resident alien individual,  
-----(Check one.)----  
223. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

224. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**  
225. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**  
226. **or whether the withholding requirements of FIRPTA apply.**

227. **AGENCY REPRESENTATION:**

- 228.  Seller and/or Lessor will agree to a dual agency representation and will consider offers made by buyers and/or  
229. tenants represented by Broker.
- 230.  Seller and/or Lessor will not agree to a dual agency representation and will not consider offers by buyers and/or  
231. tenants represented by Broker.

232. Real Estate Company Name: Greg Follmer Commercial Real Estate

233. By: [Signature]  
(Licensed Greg Follmer 4/7/2018 9:19:55 AM CDT)

234. Seller and/or Lessor: [Signature] Date: 4/26/18  
ISD 709

235. Seller and/or Lessor: \_\_\_\_\_ Date: \_\_\_\_\_

236. **OTHER POTENTIAL SELLERS AND/OR LESSORS:** Seller and/or Lessor understands that Broker may list other  
237. properties during the term of this Contract. Seller and/or Lessor consents to Broker representing such other potential  
238. sellers and/or lessors before, during, and after the expiration of this Contract.

239. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee representing or assisting Seller and/or Lessor may have  
240. had a previous agency relationship with a buyer and/or tenant of Seller's and/or Lessor's Property. Seller and/or  
241. Lessor acknowledges that Broker or licensee representing or assisting Seller and/or Lessor is legally required to keep  
242. information regarding the ultimate price and terms the buyer and/or tenant would accept and the motivation for buying  
243. and/or leasing confidential, if known.

244. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller and/or Lessor provides to Broker. Seller  
245. and/or Lessor agrees to indemnify and hold harmless Broker from and against any and all claims, liability, damage,  
246. or loss arising from any misrepresentation, misstatement, omission of fact, or breach of a promise by Seller and/or  
247. Lessor. Seller and/or Lessor agrees to indemnify and hold harmless Broker from any and all claims or liability related  
248. to damage or loss to the Property or its contents, or any injury to persons in connection with the marketing of the Property.  
249. Indemnification by Seller and/or Lessor shall not apply if the damage, loss, or injury is the result of the gross negligence  
250. or willful misconduct of the Broker.

251. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller and/or Lessor has not received notices from any  
252. municipality, government agency, or unit owners' association about the Property that Seller and/or Lessor has not  
253. informed Broker about in writing. Seller and/or Lessor agrees to promptly inform Broker, in writing, of any notices of  
254. such type that Seller and/or Lessor receives during the term of this Contract.

255. This shall serve as Seller's and/or Lessor's written notice granting Broker permission to obtain mortgage information  
256. (e.g., mortgage balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the Property.  
257. A copy of this document shall be as valid as the original.

258. **MISCELLANEOUS:** This Contract is binding upon the heirs, successors, and assigns of the parties.  
259. All of the representations and covenants of this Contract shall survive and be enforceable after termination of this  
260. Contract.

COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE

261. Page 7

262. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

263. This Contract constitutes the complete agreement between the parties and supersedes any prior oral or written  
264. agreements between the parties relative to the provisions herein. No amendment, modification, or extension of this  
265. Contract shall be valid or binding unless made in writing and signed by both Seller and/or Lessor and Broker.

266. This Contract shall be governed by the laws of the State of Minnesota.


267. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
268. transaction constitute valid, binding signatures.

269. **CONSENT FOR COMMUNICATION:** Seller and/or Lessor authorizes Broker and its representatives to contact Seller  
270. and/or Lessor by mail, phone, fax, e-mail, or other means of communication during the term of this Contract and  
271. anytime thereafter.

272. **OTHER:**  
273. Page 2, lines 71-75 and lines 84-87, Page 5 Lines 188-191 and Page 6  
274. Lines 251-254 shall be removed from this contract. Please see  
275. Addendum to Listing Contract attached.

275. **BROKER**

276. **ACCEPTED BY:** Greg Follmer Commercial Real Estate  
(Real Estate Company Name)

277. By:   
(Licensee) Greg Follmer  
4/11/2018 9:20:00 AM CDT  
278. 04/11/2018  
(Date)

279. 230 E Superior St Duluth  
(Address)

280. 218-728-4436  
(Phone)

281. gregfollmer@gmail.com  
(E-Mail Address)

282.

283.

284.

285.

286.

287.


288.

289.

290.

**SELLER AND/OR LESSOR**

**ACCEPTED BY:** ISD 709  
(Seller and/or Lessor)

By:   
Its: Superintendent  
(Title)

04/26/18  
(Date)

215 N. 1st Ave E, Duluth MN  
(Address)

218-336-8752  
(Phone)

william.gronseth@isd709.org  
(E-Mail Address)

**SELLER AND/OR LESSOR**

**ACCEPTED BY:** \_\_\_\_\_  
(Seller and/or Lessor)

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

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

291. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND/OR LESSOR AND BROKER.**  
292. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

## ADDENDUM TO COMMERCIAL LISTING CONTRACT

This Addendum to Commercial Listing Contract (“**Addendum**”) is entered into by Independent School District #709 (“**Seller**”) and Greg Follmer Commercial Real Estate (“**Broker**”) with respect to the Commercial Listing Contract (“**Contract**”), dated March 7, 2018 relating to the Central High School Property (“**Property**”) located at 800 East Central Entrance in Duluth, Minnesota.

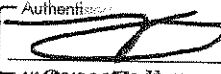
To the extent any term or provision of this Addendum conflicts with any term in the Contract the provision in this Addendum shall govern and shall supersede the contrary provision in the Contract.

1. Seller will not be obligated to pay Broker a fee or other commission if, after the end of the Contract and during the Override Period, Seller has executed another valid listing agreement pursuant to which the Seller is obligated to pay a fee or commission to another licensee for the sale or exchange of the Property.
2. Property will be sold AS IS.
3. Broker has been informed that Seller has developed a form of purchase agreement for the sale of its properties and that Seller intends to use a purchase agreement in substantially Seller’s form for the sale of the Property.
4. The Property will be conveyed by a quitclaim deed in substantially the form of the Minnesota Uniform Conveyancing. The deed will be subject to a restriction, enforceable by the Seller, that prohibits the grantee, its successors or assigns from using the property as a school for the purpose of conducting programs for children between the ages of 5 and 18. The deed will provide that if the restriction is violated, the Seller will have the right to an injunction and the Seller will have the right to attorney’s fees and other costs and disbursements and actual damages if the Seller prevails. The grantee must agree that the Seller will sustain irreparable harm and damages if the restriction is violated and that the Seller will have the right to a temporary restraining order, a temporary injunction and a permanent injunction and that grounds exist for the issuance of such orders and injunctions.
5. Lines 155-157 of the Contract are deleted and are replaced with the following:

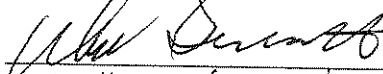
Seller agrees to sell the Property before the expiration of this Contract and Seller wrongfully refuses to close on the sale in accordance with the terms of the executed purchase agreement; provided, however, no compensation shall be required if Seller terminates or cancels the purchase agreement in accordance with its terms.

- 6. Paragraph 1 under Compensation Conditions, Lines 148-151 of the Contract, is qualified by adding the following: provided, however, Seller will not be required to pay a fee or commission to Broker unless a closing actually occurs.
- 7. Because of the AS IS nature of the sale of the Property, Seller undertakes no obligation to inspect for or to disclose to Broker any defects or conditions, patent or latent, affecting the Property.
- 8. Notwithstanding any provision in the Contract to the contrary, the sale of the Property and the terms of sale of the Property are subject to approval by the Seller's Board.
- 9. Broker shall provide written updates to the Seller each month (no later than the 15th day of the month) about efforts to market the Property including affirmative showings of interest, number of showings, and other information as requested by Seller.
- 10. If Seller enters into a purchase agreement that provides for the sale of the Property in phases, Seller will only be required to pay commissions with respect to the sale of phases actually closed.
- 11. Title and escrow services will be provide through Arrowhead Abstract & Title.
- 12. The legal description of the Property is set forth in the ALTA Survey prepared by LHB, Inc. for Job 150037 and dated 3/31/2015 a copy of which is included with this Addendum.

GREG FOLLMER COMMERCIAL REAL ESTATE

By: Authentisign   
 4/1/2018 9:24:02 AM GMT  
 Greg Follmer

INDEPENDENT SCHOOL DISTRICT #709, a public corporation and political subdivision of the State of Minnesota

By:   
 Name: William Cronseth  
 Title: Superintendent

COMMERCIAL LISTING CONTRACT: EXCLUSIVE

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- 1. Date 04/10/2018
2. Page 1

3. DEFINITIONS: IN CONSIDERATION OF the Contract of Greg Follmer Commercial Real Estate (Real Estate Company Name)
4. ("Broker") to undertake to [X] SELL [ ] LEASE (if only SELL is checked, all references to Lessor, tenant, or lease do not apply;
5. if only LEASE is checked, all references to Seller, buyer, or sale do not apply) the property hereinafter described,
6. Independent School District 709
7. ("Seller and/or Lessor") grants to Broker the exclusive right to sell and/or lease or contract to sell and/or lease the property at
8. Nettleton Elementary School - 108 East 6th Street
9. Duluth MN 55802
10. and legally described as See Attached Addendum to Listing Contract
11. ("Property")
12. for the period from the date hereof through and including March 7th, 20 19, for the sum
13. of \$ 150,000.00 upon the following terms
14. Cash, Bank Financing or other written terms deemed acceptable to Seller and Seller's legal counsel.
15.
16. or at any other price, terms or exchange to which Seller and/or Lessor may consent.
17. This Contract may only be canceled by written mutual agreement of the parties.
18. Seller and/or Lessor understands that Broker may list other properties during the term of this Contract which may
19. compete with Seller's and/or Lessor's Property for potential buyers and/or tenants.

20. MLS DATA FEED OPTIONS:

21. EXPLANATIONS AND DEFINITIONS:
22. "IDX site" means a web site operated by a broker participating in the MLS on which the broker can advertise the
23. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
24. register on the site or to have a brokerage relationship with the broker displaying listings on the site.
25. "Virtual office web site" ("VOW") means a web site operated by a broker participating in the MLS that delivers
26. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
27. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
28. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker
29. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.
30. The MLS imposes various other rules and restrictions on VOWs.
31. For each of the following options, the MLS system automatically defaults to "Yes." Seller's and/or Lessor's instructions
32. pertaining to the Internet display of the MLS input data for the Property are as follows:
33. Option 1. Listing display on the internet. If Seller and/or Lessor selects "No," this listing will not be included in MLS
34. data feeds to Internet web sites that display property listing data, whether intended for advertising the
35. Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose
36. the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
37. Shall the Property listing be displayed on the Internet, including sold information? [X] Yes [ ] No
38. Seller and/or Lessor understands and acknowledges that if Seller and/or Lessor has selected "No" for
39. Option 1, consumers who conduct searches for listings on the Internet will not see information about the
40. Property in response to their searches.



COMMERCIAL LISTING CONTRACT:  
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41. Page 2

42. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

43. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.

44. **Option 2. Listing address (Property and unit numbers and street name) display on the Internet.** If Seller and/  
45. or Lessor selects "No," the address of the Property will be hidden on web sites receiving data feeds from  
46. MLS that result in Internet listing display, whether intended for advertising the Property or providing online  
47. brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/  
48. clients via other means, including e-mail, fax, mail, hand delivery, and orally.

49. Shall the listing address (Property and unit numbers and street name) be displayed  
50. on the Internet?  Yes  No

51. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**  
52. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model  
53. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based  
54. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The  
55. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant  
56. factors in valuing a property. Seller and/or Lessor, by selecting "No," may prohibit display of an automated  
57. valuation of his or her listing adjacent to the listing.

58. Shall an automatic valuation of the Property listing or a link to an automated  
59. valuation be displayed adjacent to the listing?  Yes  No

60. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**  
61. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide  
62. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews  
63. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on  
64. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding  
65. the listing's value, etc.

66. Shall comments or reviews of the Property by persons other than the displaying  
67. broker be displayed with or attached as a link to the listing data of the Property?  Yes  No

68. **SELLER'S AND/OR LESSOR'S OBLIGATION:** It is agreed that Seller and/or Lessor shall promptly furnish Broker  
69. with complete information concerning any person who during the period of this Contract makes inquiry to Seller and/  
70. or Lessor regarding the sale, exchange, or lease of the Property.

71. If the Property is sold, Seller hereby agrees to furnish to buyer an Abstract of Title, a Registered Property Abstract  
72. or an ALTA Title Insurance Commitment, certified to date, to include proper searches covering bankruptcies and state  
73. and federal judgments and liens, and to execute or cause to be executed a deed conveying title to the Property to the  
74. buyer and any further documents as may be required to consummate the sale in accordance with the terms above  
75. designated or with the terms to which Seller may hereafter consent.

76. Seller and/or Lessor further agrees to promptly notify Broker of any notices pertaining to the Property which are hereafter  
77. received during the term of this Contract.

78. It is further agreed that Seller and/or Lessor shall permit Broker to erect a "For Sale" and/or "For Lease" sign on the  
79. Property and to remove all other "For Sale" and/or "For Lease" signs from the Property during the period of this Contract.  
80. Seller and/or Lessor shall permit Broker to place information on the Minnesota Commercial Property Exchange ("MCPE")  
81. or other type of multiple listing service forum ("MLS") and the Internet concerning the Property. Broker may notify the  
82. MCPE or MLS and member REALTORS® of the price and terms of the sale and/or lease.

83. Seller and/or Lessor has the full legal right to sell and/or lease the Property.

84. Seller and/or Lessor certifies that as of the date of execution of this Contract, Seller and/or Lessor has not received  
85. any notice of building, health, or fire code violations, nor vacant building registration notification, nor notice of hazardous  
86. waste on the Property, nor notice of condemnation pertaining to the Property, except as herein noted (if none, state

87. "none"): \_\_\_\_\_

88. \_\_\_\_\_

89. \_\_\_\_\_

COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE

90. Page 3

91. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

92. Access to the Property: To facilitate the showing and sale of the Property, Seller and/or Lessor authorizes Broker to:

- 93.  access the Property;
- 94.  authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry professionals
- 95. to access the Property at reasonable times and upon reasonable notice; and
- 96.  duplicate keys to facilitate convenient and efficient showings of the Property.

97. Authorizing access means giving Broker permission to:

- 98. 1. authorize the above-referenced persons to enter the Property, with or without a licensed salesperson present;
- 99. 2. disclose any security codes necessary to enter the Property; and
- 100. 3. lend a key to enter the Property, directly or through a lockbox.

101. Seller and/or Lessor agrees to commit no act which might tend to obstruct Broker's performance. If the Property is  
102. occupied by someone other than Seller and/or Lessor, Seller and/or Lessor shall comply with Minnesota law and  
103. applicable lease provisions of an existing lease and provide tenant with any required notice in advance of any Property  
104. showing.

105. Seller and/or Lessor understands that prospective buyers/tenants and others authorized to access the Property may  
106. record the Property by photograph, video, or other medium while accessing the Property.

107. **RECORDING ON THE PROPERTY:** Seller and/or Lessor understands that MN Statute 626A.02 specifically prohibits  
108. the interception of oral communications without the consent of at least one of the two parties to the communication.  
109. Seller and/or Lessor should seek appropriate legal advice regarding compliance with this statute if Seller and/or Lessor  
110. intends to utilize technology that may intercept oral communications between persons other than Seller and/or Lessor.

111. **SELLER AND/OR LESSOR CONTENT LICENSE:** In the event Seller and/or Lessor provides content, including, but  
112. not limited to, any photos or videos of the Property ("Seller and/or Lessor Content") to Broker, Seller and/or Lessor  
113. grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through  
114. multiple tiers), reproduce, distribute, display, perform, and create derivate works of the Seller and/or Lessor Content.  
115. Seller and/or Lessor represents and warrants that Seller and/or Lessor has authority to provide Seller and/or Lessor  
116. Content and Seller and/or Lessor Content does not violate any restrictions regarding use including any third-party intellectual  
117. property rights or laws. Seller and/or Lessor agrees to execute any further documents that are necessary to effect this license.

118. **NOTICE: THE COMPENSATION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL**  
119. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.**

120. **BROKER'S COMPENSATION** (Fill in all blanks.):

121. **COMPENSATION FOR SALE** (To be completed only if Property is being offered for sale.): Seller shall pay Broker a  
 122. retainer fee of \$ 0.00 when Seller signs this Contract. Broker shall keep this fee even if Seller  
 123. does not sell the Property. It is further agreed that Seller shall pay Broker a brokerage fee of (Check any that apply.):  
 124.  6 percent (%) of the price for which the Property is sold or exchanged;  
 125.  \$ \_\_\_\_\_;  
 126.  \$ \_\_\_\_\_ per square foot;  
 127.  **OTHER:** If Listing Broker is also Selling Broker Commission shall be reduced to 4%  
 128. \_\_\_\_\_  
 129. \_\_\_\_\_  
 130. upon the occurrence of any of the following conditions, identified in lines 147-195.

COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE

131. Page 4

132. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

133. COMPENSATION FOR LEASE (*To be completed only if Property is being offered for lease.*): Lessor shall pay Broker a  
 134. retainer fee of \$ \_\_\_\_\_ when Lessor signs this Contract. Broker shall keep this fee even  
 135. if Lessor does not lease the Property. It is further agreed that Lessor shall pay Broker a brokerage fee of (*Check any*  
 136. *that apply.*):

137.  \_\_\_\_\_ percent (%) of the total gross obligation of the lease price;  
 138.  \_\_\_\_\_ percent (%) of the total net obligation of the lease price;  
 139.  \$ \_\_\_\_\_ ;  
 140.  \$ \_\_\_\_\_ per useable square foot;  
 141.  \$ \_\_\_\_\_ per rentable square foot;  
 142.  OTHER: \_\_\_\_\_  
 143. \_\_\_\_\_  
 144. \_\_\_\_\_ ;  
 145. upon the occurrence of any of the following conditions, identified in lines 147-195 and paid in the following manner:  
 146. \_\_\_\_\_ percent (%) upon lease execution and \_\_\_\_\_ percent (%) upon lease occupancy.

147. COMPENSATION CONDITIONS:

- 148. 1. The sale and/or lease, contract for sale and/or lease, exchange or conveyance of the Property during the period  
 149. of this Contract by Broker or any other person, including but not limited to, Seller and/or Lessor or any other agent  
 150. or broker not a party to this Contract, in accordance with the price, terms, or exchange as set forth herein or as  
 151. otherwise consented to by Seller and/or Lessor;
- 152. 2. A buyer and/or tenant is procured, whether by Broker, Seller and/or Lessor or anyone else, who is ready, willing  
 153. and able to purchase and/or lease the Property at the price and terms set forth above and Seller and/or Lessor  
 154. refuses to sell and/or lease;
- 155. 3. A Seller and/or Lessor agrees to sell and/or lease the Property before the expiration of this Contract, and Seller  
 156. refuses to close the sale and/or Lessor refuses to commence the lease in accordance with the terms of the executed  
 157. lease agreement;
- 158. 4. A Seller and/or Lessor removes the Property from the market before expiration of this Listing Contract;
- 159. 5. If Seller and/or Lessor grants an option to purchase and/or lease the Property, Seller and/or Lessor shall compensate  
 160. Broker, as provided herein, based on the price paid for the option and for any extensions thereof. This compensation  
 161. shall be paid upon receipt by Seller and/or Lessor of any such payments. In the event such option is exercised,  
 162. whether during the term of this Contract, or within 12 months thereafter, Seller and/or Lessor shall also  
 163. compensate Broker on the gross sale and/or lease price of the Property in accordance with the provisions herein.  
 164. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof  
 165. is applied to the sale and/or lease price of the Property, then any compensation previously paid by Seller and/or  
 166. Lessor to Broker on account of such option payments shall be credited against the compensation payable to Broker  
 167. on account of the exercise of the option;
- 168. 6. During the term of this Listing Contract or within 180 days (*not to exceed six (6) months, except for the*  
 169. *purchase or sale of a business in which case it cannot exceed two (2) years*) after the expiration of this Listing Contract:  
 170. (a) the Property is acquired by a public authority;  
 171. (b) an agreement to acquire the Property is reached with a public authority; or  
 172. (c) a public authority institutes eminent domain/condemnation proceedings to acquire the Property;
- 173. 7. Seller and/or Lessor contributes or conveys the Property or any interest therein to a partnership, joint venture or  
 174. other business entity during the term of this Contract in lieu of a sale and/or lease of the Property during the term  
 175. of this Contract;



**COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE**

177. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

178. 8. Seller and/or Lessor is a partnership or other business entity, and an interest in the partnership or other business  
179. entity is transferred, whether by merger, outright purchase and/or lease or otherwise in lieu of sale and/or lease  
180. of the Property during the term of this Contract; or

181. 9. If within 180 days (not to exceed six (6) months, except for the purchase or sale of a business in which case  
182. it cannot exceed two (2) years) after the end of this Contract, Seller and/or Lessor sells and/or leases or agrees  
183. to sell and/or lease the Property to anyone who has made an affirmative showing of interest in the Property by  
184. responding to an advertisement or by contacting the Broker or salesperson involved or has been physically shown  
185. the Property by the Broker or salesperson. It is understood that Broker shall not seek to enforce collection of a  
186. compensation under this subparagraph nine (9) unless the name of the prospect is on a written list given to Seller  
187. and/or Lessor within 72 hours after expiration of this Listing Contract.

188. **IF YOU RELIST WITH ANOTHER BROKER WITHIN THE OVERRIDE PERIOD AND THEN SELL AND/OR**  
189. **LEASE YOUR PROPERTY TO ANYONE WHOSE NAME APPEARS ON THIS LIST, YOU COULD BE LIABLE**  
190. **FOR FULL COMMISSIONS TO BOTH BROKERS. IF THIS NOTICE IS NOT FULLY UNDERSTOOD, SEEK**  
191. **COMPETENT ADVICE.**

192. As security for Broker's compensation, Seller and/or Lessor hereby grants to Broker a security interest in the lease  
193. payments from the lease of the Property or proceeds from a sale and any title company or other closer who conducts  
194. the closing on the sale and/or lease of the Property is directed to disburse the Broker's compensation provided hereunder  
195. to the Broker at the time of closing.

196. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MCPE  
197. and/or MLS unless Broker notifies Seller and/or Lessor otherwise in writing.

198. **FORFEITURE OF EARNEST MONEY:** If a buyer of the Property defaults and as a result forfeits the earnest money,  
199. Seller shall receive 100 percent (%) and Broker shall receive 0 percent (%) of the earnest money.

200. **COOPERATING BROKERS:** Seller and/or Lessor hereby permits Broker to share part of Broker's compensation with  
201. other real estate brokers, including brokers only representing the buyer and/or tenant.

202. **CLOSING SERVICES:**

203. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER OR REAL  
204. ESTATE CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY  
205. NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR  
206. OF THE CLOSING ITSELF.

207. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
208. understands that Seller may arrange for a qualified closing agent or attorney to conduct the closing, or Seller may  
209. ask Broker to arrange for the closing. Seller understands that Seller may be required to pay certain closing costs which  
210. may effectively reduce the proceeds from the sale. Seller has indicated his/her/its choice for closing services (*Initial*  
211. *one*).

212. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Seller) Seller wishes to have Broker arrange for closing services.

213. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Seller) Seller shall arrange for closing services.

214. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may  
215. effectively increase the cash outlay at closing.



COMMERCIAL LISTING CONTRACT: 176  
EXCLUSIVE

261. Page 7

262. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

263. This Contract constitutes the complete agreement between the parties and supersedes any prior oral or written  
264. agreements between the parties relative to the provisions herein. No amendment, modification, or extension of this  
265. Contract shall be valid or binding unless made in writing and signed by both Seller and/or Lessor and Broker.  
266. This Contract shall be governed by the laws of the State of Minnesota.

267. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
268. transaction constitute valid, binding signatures.

269. **CONSENT FOR COMMUNICATION:** Seller and/or Lessor authorizes Broker and its representatives to contact Seller  
270. and/or Lessor by mail, phone, fax, e-mail, or other means of communication during the term of this Contract and  
271. anytime thereafter.


272. **OTHER:**  
273. **Page 2, lines 71-75 and lines 84-87, Page 5 Lines 188-191 and Page 6**  
274. **Lines 251-254 shall be removed from this contract. Please see**  
275. **Addendum to Listing Contract attached.**

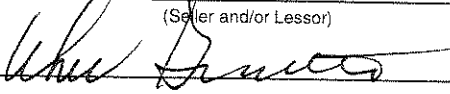
275. **BROKER**

**SELLER AND/OR LESSOR**

276. **ACCEPTED BY:** Greg Follmer Commercial Real Estate  
(Real Estate Company Name)

**ACCEPTED BY:** ISD 709  
(Seller and/or Lessor)

277. By:   
(License) Greg Follmer

By: 

278. 04/11/2018  
(Date)

Its: Superintendent  
(Title)

279. 230 E Superior St Duluth  
(Address)

04/26/18  
(Date)

280. 218-728-4436  
(Phone)

215 N. 1st Ave. E. Duluth, MN  
(Address)

281. gregfollmer@gmail.com  
(E-Mail Address)

218. 336. 8752  
(Phone)

282. \_\_\_\_\_  
(E-Mail Address)

william.gronseth@isd709.org  
(E-Mail Address)

283. \_\_\_\_\_

**SELLER AND/OR LESSOR**

284. \_\_\_\_\_

**ACCEPTED BY:** \_\_\_\_\_  
(Seller and/or Lessor)

285. \_\_\_\_\_

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

286. \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)

287. \_\_\_\_\_

\_\_\_\_\_  
(Date)

288. \_\_\_\_\_

\_\_\_\_\_  
(Address)

289. \_\_\_\_\_

\_\_\_\_\_  
(Phone)

290. \_\_\_\_\_

\_\_\_\_\_  
(E-Mail Address)

291. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND/OR LESSOR AND BROKER.**  
292. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

## ADDENDUM TO COMMERCIAL LISTING CONTRACT

This Addendum to Commercial Listing Contract (“**Addendum**”) is entered into by Independent School District #709 (“**Seller**”) and Greg Follmer Commercial Real Estate (“**Broker**”) with respect to the Commercial Listing Contract (“**Contract**”), dated March 7, 2018 relating to the Nettleton Elementary School Property (“**Property**”) located at 108 E. 6<sup>th</sup> Street in Duluth, Minnesota.

To the extent any term or provision of this Addendum conflicts with any term in the Contract the provision in this Addendum shall govern and shall supersede the contrary provision in the Contract.

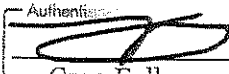
1. Seller will not be obligated to pay Broker a fee or other commission if, after the end of the Contract and during the Override Period, Seller has executed another valid listing agreement pursuant to which the Seller is obligated to pay a fee or commission to another licensee for the sale, or exchange of the Property.
2. Property will be sold AS IS.
3. Broker has been informed that Seller has developed a form of purchase agreement for the sale of its properties and that Seller intends to use a purchase agreement in substantially Seller’s form for the sale of the Property.
4. The Property will be conveyed by a quitclaim deed in substantially the form of the Minnesota Uniform Conveyancing. The deed will be subject to a restriction, enforceable by the Seller, that prohibits the grantee, its successors or assigns from using the property as a school for the purpose of conducting programs for children between the ages of 5 and 18. The deed will provide that if the restriction is violated, the Seller will have the right to an injunction and the Seller will have the right to attorney’s fees and other costs and disbursements and actual damages if the Seller prevails. The grantee must agree that the Seller will sustain irreparable harm and damages if the restriction is violated and that the Seller will have the right to a temporary restraining order, a temporary injunction and a permanent injunction and that grounds exist for the issuance of such orders and injunctions.
5. Lines 155-157 of the Contract are deleted and are replaced with the following:

Seller agrees to sell the Property before the expiration of this Contract and Seller wrongfully refuses to close on the sale in accordance with the terms of the executed purchase agreement; provided, however, no compensation shall be required if Seller terminates or cancels the purchase agreement in accordance with its terms.
6. Paragraph 1 under Compensation Conditions, Lines 148-151 of the Contract, is qualified by adding the following: provided, however, Seller will not be required to pay a fee or commission to Broker unless a closing actually occurs.
7. Because of the AS IS nature of the sale of the Property, Seller undertakes no obligation to inspect for or to disclose to Broker any defects or conditions, patent or latent, affecting the Property.

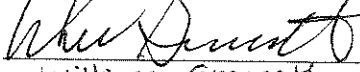
- 8. Seller shall have the right to remove the Property from the market before the end of the Contract and without the payment of any fee or compensation to Broker, except pursuant to paragraph 9 of the compensation conditions of the Contract.
- 9. Notwithstanding any provision in the Contract to the contrary, the sale of the Property and the terms of sale of the Property are subject to approval by the Seller's Board.
- 10. Broker shall provide written updates to the Seller each month (no later than the 15th day of the month) about efforts to market the Property including affirmative showings of interest, number of showings, and other information as requested by Seller.
- 11. If Seller enters into a purchase agreement that provides for the sale of the Property in phases, Seller will only be required to pay commissions with respect to the sale of phases actually closed.
- 12. The legal description for the Property is:

Lots 17-32, East Sixth Street Duluth Proper First Division

GREG FOLLMER COMMERCIAL REAL ESTATE

By:  \_\_\_\_\_  
Authentisign  
411 Greg Follmer

INDEPENDENT SCHOOL DISTRICT #709,  
a public corporation and political  
subdivision of the State of Minnesota

By:  \_\_\_\_\_  
Name: William Gronseth  
Title: Superintendent

## Memorandum of Understanding 2018 – 2019

### **Duluth Public Schools MN ISD 709**

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Duluth Public Schools MN ISD 709, 215 N 1st Ave E, Duluth, MN 55802.

#### *PROVISIONS:*

1. Luther College and Duluth Public Schools MN ISD 709 agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to student teaching, student observations, and other field experiences.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Duluth Public Schools MN ISD 709.
3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth Public Schools MN ISD 709, as well as the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Duluth Public Schools MN ISD 709 for this process. If the school does not have a system in place by which the student can complete this requirement, Luther College will process an extensive National background check for the student. The student will be required to pay the processing fee and submit the completed report to Duluth Public Schools MN ISD 709. This background check will include:
  - National Sex Offender Registry
  - National Criminal Database
  - Criminal Search – County
  - ID Trace Pro
6. Duluth Public Schools MN ISD 709 and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law. This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. 180  
Payment is to be made at the end of each semester after the Luther College Education Department receives the completed Student Teacher Evaluation from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period.


- January Term beginning practicum (EDUC 185 & EDUC 215) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
  - 4 weeks - \$100
  - 6-9 weeks - \$175

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

Please check here if Duluth Public Schools MN ISD 709 requires cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Signature:  Date: 04/30/18  
Representative, Duluth Public Schools MN ISD 709

Signature:  Date: 4-8-18  
Department Chair, Luther College Education Department

Signature:  Date: 4/10/18  
Academic Dean, Luther College

# APPLICATION FOR PERMIT TO USE COMMON AREA

Form 138 ((Rev. 3-09))

Shopping Center

Miller Hill Mall

181

Instructions: Please TYPE or PRINT all information.

Name of Individual / Organization Duluth Public Schools Art Show	Describe the nature of the activity Display of student art projects in Barnes & Noble Court
Street Address 215 N 1 <sup>st</sup> Ave E	
City, State, Zip Duluth, MN 55802	
Telephone No. 218-349-1140	

DATE REQUESTED	TIME REQUESTED		NAME OF PERSON WHO WOULD BE IN CHARGE
4/16/18	From: <input checked="" type="checkbox"/> A.M. 8:00 <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	Jim Carlson and Terry Norton will come in and set up
4/23/18	From: <input checked="" type="checkbox"/> A.M. 8:00 <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	Jim Carlson and Terry Norton will come in and tear down
	From: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	

If use of special decorations, signs, displays, or devices is requested, explain

We will have 5 skirted tables and stanchions around them

### GENERAL RELEASE AND INDEMNITY

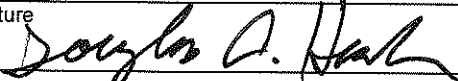
(Please read carefully)

Applicant agrees to defend, indemnify and hold the shopping center owners, managers and tenants harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Common Area or any other part of the Shopping Center by the Applicant, its members, partners, associates, agents, contractors and employees, and the Applicant releases and discharges the shopping center owners, managers and tenants from any and all liabilities, claims, and actions for any damages or injuries either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of any employee or agent of the shopping center owners, managers and tenants.

### ACKNOWLEDGEMENT

(Please read carefully)

The undersigned represents that he/she is the Applicant or an officer or other authorized agent of the Applicant and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Rules and Regulations Governing Use of the Common Area of the Shopping Center (see reverse side) and agrees that permission to use the Common Area is expressly conditioned upon Applicant's acceptance and continuing observation of the Rules and Regulations.

Name of person completing application Deb Hannu / Douglas A. Hasler (CFO)	Street Address (if different than above)	
Title (if any) Visual/Media Arts Teacher & Curriculum Coach Duluth Public Schools	City, State, Zip	
Signature 	Date 04/10/18	Phone No. 218-336-8704

### PERMIT TO USE COMMON AREA

<p>The Individual/Organization named above has permission to use the designated portion of the Common Area during the hours and date(s), stated above subject to the Shopping Center's policies and to the Rules and Regulations stated on the reverse side.</p> <p><input type="checkbox"/> Please locate the exhibit, display, or equipment in the Mall Common Area as indicated on the attached map of the Mall.</p>	Authorized Signature	Date
	For:	

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

## **APRIL 2018**

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

- In the past month the Facilities maintenance crews have completed 72 work orders, and are currently working on 563 open work orders.
- Facilities maintenance trade crews are currently scheduled at Lincoln Park Middle School.
- A draft is still being reviewed by District Leadership regarding energy conservation in District buildings.
- A draft is still being reviewed by District Leadership regarding the use of personal appliances in the classroom.
- Work has begun to move staff from the Barnes area of Lowell to allow for further expansion of the Immersion programs.
- Damage at the EHS track has been repaired, and patches are being done to the track at PSS to get us through to next summer's track replacement.
- A meeting was attended with concerned parents related to Lowell traffic.
- Traffic concerns are also being reviewed at LPMS and Lester Park.
- The District has received a CIP (MNPower Conservation Improvement Program) rebate in the amount of \$1060.36 related to energy efficient technology practices.
- The District received the EPA Energy Star award at Ordean East Middle School. We achieved a score of 78, which means we are more efficient than 78% of buildings of similar nature throughout the entire United States.

### **Capital Construction:**

- The Lakewood roof project started this week, and appears will take roughly 2 months to complete. We are working closely with the site to ensure all goes well with school in session.
- Weather dependent, site work will commence at Rockridge mid-May. I expect the work to be completed early June. We are also working closely with site staff to mitigate issues.

### **Building Operations**

- Operations have filled two maintenance custodian positions with internal candidates resulting in two more open custodian positions. Three custodian positions have been filled with external candidates that have been working in a substitute custodian capacity district wide over the last several months. Operations have posted the two custodian positions mentioned above and are pending interviews.
- This is a very busy time for operations staff as we transition into the summer season. We are catering to spring/summer sports and activities that have started up as we maintain the cleanliness of our schools. Site engineers have already been preparing for their summer cleaning and summer projects. Specific summer cleaning supplies and equipment have already been reviewed and ordered by all sites. Our engineers play a vital role during the summer time. With their knowledge and experience they lead their site custodial staff to perform extensive cleaning tasks with an appropriate pace to ensure timely completion that meets district standards; all while performing extensive cleaning tasks with their team and accomplishing routine maintenance of their buildings mechanical systems.

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

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

- Hazardous Waste Recycling – A van load of waste products including paints, stains, thinners, and miscellaneous items were brought to WLSSD for recycling.
- Used light bulbs, ballasts, and batteries were collected district wide and recycled. Over 4 pallets were recycled including 2200+ bulbs.
- Completed the first draft of the updated Lead in Water Program. An updated program is needed to comply with the new Minnesota Statute regulating lead in water in schools.
- Investigated a gas smell at East High school. The kitchen was having issues keeping pilot lights lit so Comfort Systems was called in to inspect, clean, and replace pilot lights to ensure they have the proper amount of gas/flame.
- Attended a playground safety seminar with the new AutoCad Technician to get her acquainted with playground equipment and playground safety.

- PPE- Goggles were ordered for Denfeld science classes.
- Continued to investigate the odor in the Congdon gym office. There is an unpleasant, but non-hazardous, smell coming from the gym office area.

Emergency Response

- Radios – The base station radio was installed and two hand held units were put in place for emergency communications.
- Participated in an emergency management meeting with principals to begin working on ERCM manual improvements.

Workers' Compensation Activities

- OSHA Recordables for the month: 4 - 1 of which resulted in days away from work, one with days of restricted duty. 2 Student related.

Slipped on floor, toe, back, hand bruising
Bite and stabbed with pencil in leg by student
Pain in head from student throwing object
Pain in right wrist/hand in hand while typing

- First report of injuries: 14



Climate Protection Partnership Division  
U.S. EPA 6202A  
Washington, DC 20460

OFFICE OF AIR AND RADIATION

April 10, 2018

David Spooner  
215 North 1st Avenue East  
Duluth, MN 55802

Dear David Spooner:

Congratulations! You have earned EPA's ENERGY STAR for ISD 709 Duluth Public Schools - Ordean East, located at 2900 East 4th Street, Duluth, MN 55812. This letter outlines all the ways you can promote your achievement:

**Decal and certificate:** To help you identify your building as one of America's energy all-stars, enclosed is a certificate of achievement and an ENERGY STAR certification decal that bears the well-recognized ENERGY STAR certification mark. If applicable, we've also enclosed an anniversary decal that you can affix below the main decal. We encourage you to affix the decal prominently near the exterior entrance of your building. Find instructions at [www.energystar.gov/Promote](http://www.energystar.gov/Promote).

**Promotional toolkit:** We have more than a dozen ready-to-use promotional materials for you, such as social media graphics, sample text, posters, a 30-second audio clip, and more. Find them at [www.energystar.gov/Promote](http://www.energystar.gov/Promote).

**ENERGY STAR logo:** We hope you will proudly use the ENERGY STAR certification logo, which was attached to your "Congratulations" email, in any materials about your building or this achievement. Before doing so, please refer to the US EPA's logo guidelines at [www.energystar.gov/LogoUse](http://www.energystar.gov/LogoUse).

Again, congratulations on your commitment to energy efficiency. We look forward to receiving your application for the ENERGY STAR again next year!

Sincerely,

A handwritten signature in black ink that reads "Jean Lupinacci".

Jean Lupinacci

Director, ENERGY STAR Commercial & Industrial Branch

Enclosures:

- (1) ENERGY STAR Certified Building Award Decal
- (2) Certificate of Achievement



In recognition of superior energy performance,  
the U.S. Environmental Protection Agency awards  
the ENERGY STAR® to

# ISD 709 Duluth Public Schools - Ordean East

# 2018

Buildings that earn EPA's ENERGY STAR use 35 percent less energy and generate 35 percent fewer greenhouse gas emissions than similar buildings across the nation.

A handwritten signature in black ink that reads "Jean Lupinacci".

Jean Lupinacci  
Director, ENERGY STAR Commercial & Industrial Branch

April 10, 2018

Date



### **Important Dates for November 6, 2018 Referendum Election**

August 24, 2018	Last day to adopt a resolution calling election (at least 74 days prior)
August 24, 2018	Last day to notify County Auditor and Commissioner of date of election and questions (at least 74 days prior)
September 21, 2018	First day absentee ballots must be available for November election (46 days prior)
October 7, 2018	First day to mail referendum notice to voters (no more than 30 days prior)
October 16, 2018	Last day to preregister for November election (at least 21 days prior)
October 22, 2018	Last day to mail referendum notice to voters (no less than 15 days prior)
October 22, 2018	Last day to submit a copy of the mailed referendum notice to the County Auditor and Commissioner
October 23, 2018	Last day to publish first notice of November election (two weeks prior)
October 27, 2018	Last day to post notice of special election (10 days prior)
October 30, 2018	Last day to publish second notice of November election (one week prior)
November 2, 2018	Last day to post sample ballot of November election in administrative offices (at least 4 days prior)
November 6, 2018	Election Day. No public meetings or school events may be held between 6 p.m. and 8 p.m. Voting hours 7 a.m. to 8 p.m.
November 9-16, 2018	November election canvassing period
November 16-23, 2018	Time period for citizens to request a recount (Within 7 days of canvass)
15 days after Canvass	Last day to notify Commissioner of results of election

## Duluth Public Schools ISD 709 Profile

ISD 709 serves approximately 8,800 students in early childhood programs through grade 12. The district provides services to adults of all ages through the Area Learning Center and Community Education.

- 2 High Schools
- 1 Online High School
- 2 Middle Schools
- 9 Elementary Schools
- Birth to Age 5 programs
- Community Education for all ages
- 1 Transportation Office/Bus Garage
- 1 Area Learning Center with Adult Basic Education and offices for district administration and support staff
- Providing educational services and support to 8 alternative schools and community support programs

Total Students Grades K-12.....	8,333
High School Students Grades 9-12.....	2,900
Middle School Students Grades 6-8.....	1,716
Elementary Students Grades K-5.....	3,717
Birth to Age 5 Programs.....	1,193
Receiving Free/Reduced Price Lunch.....	3,514
Students of Color.....	1,922
Receiving Special Education Services.....	1,363

6,525 Students provided with school breakfast and lunch per day

7,350 Students provided with transportation services (includes non-public)

Maintaining 2,577,156 square feet of building space and 349 acres of school grounds

# Legislative Platform 2018

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## ISD 709 Duluth Public Schools

Thank you for supporting these important issues during the 2018 legislative session. In the Duluth Public Schools we strive to reach every student every day. We all play a role in helping the young people of our community to be successful. Your efforts help to improve our schools, our community, and our future.

215 North 1st Avenue East  
Duluth, Minnesota 55802

Bill Gronseth, Superintendent  
218-336-8752  
william.gronseth@isd709.org

## **Legislative Priorities**

### **Special Education**

The legislature continues to not fully meet funding commitments for special education made in state statute. Because of this, local districts are obligated to provide special education funding through a cross-subsidy from general fund dollars that would otherwise lower class sizes and provide more opportunities for students.

- Advocate for significant increases in federal special education funding and meaningful special education reforms at the federal and state levels
- Convene a task force to work on special education funding, specifically with a focus on the impacts of the new special education funding formulas, the projected cross-subsidy and recommendations with a timeline to eliminate the cross-subsidy

### **New Special Education Formula**

A new Special Education funding formula was passed in 2015. This was a positive change, however, there were unintended consequences experienced during implementation by many school districts. The cap that was based on a single year. Districts such as Duluth which had significant changes in tuition adjustments for resident students served in charter schools, had a lower than expected special education revenue cap. There are several strategies that could correct this issue.

- Re-establish the cap based on a 3-5 year average
- Increase the amount charter schools are responsible for (currently 10% of unreimbursed expense)
- Provide opportunities for resident districts to participate in charter school IEP service planning (as is required for other districts, private and parochial schools)

### **Equity through School Based Early Education Programs**

The statewide investment from the legislature in pre-kindergarten programming is helping to increase kindergarten readiness and to decrease the achievement gap. To provide equitable opportunities for all students, these programs must be expanded.

- Fully fund the expansion of school-based early education programs allowing school district flexibility in implementation and design to best meet the needs of the local community.

### **Former Duluth Central High School**

In 2015, the legislature provided an opportunity for tax abatement for the development of the former Duluth Central High School site. While this was an attractive incentive, other challenges with the site prevented development. There is a renewed partnership with the City of Duluth and Saint Louis County to partner in supporting the development of this site. Reconfirming support for **SF3573 & HF3926 (2015-16)** will further these efforts.

- Provide incentive for the development of the former Central High School site with tax abatement on services and materials for up to \$5M.

### **Mental Health Professionals**

Essential mental health professionals have been reduced in an effort to maintain reasonable class sizes and programs as financial support of schools has fallen behind. Minnesota now has one of the highest counselor to student ratios in the country -- at a time when mental and chemical health needs of students are an increasing priority.

- Increase State grants to fully fund mental health professionals on an ongoing basis.

### **Mandate Reform & Reduction**

Mandates that have negative, unintended consequences should be considered for repeal or revision. Included would be system-wide technology infrastructure investments that would result in enhanced efficiency, eliminating mandated newspaper publishing that could be more effectively done via websites and provide funding to implement staff evaluation systems.

### **Increase Support for Full-Service Community Schools Model**

Full Service Community Schools work to coordinate holistic systems of support to ensure the needs of all students are met. Duluth was an early pioneer in the state developing a Full Service Community School model and is now working to create a K-12 pipeline of support by scaling up our Full Service Community School sites. The state provided FSCS funding for the first time during the 2015-16 biennium. Reinstating this funding will allow the continuation of this important work and will position Duluth as an example for other districts around the state.

- Provide funding for planning and implementing Full Service Community Schools

# 2018 MSBA Legislative Agenda

The Minnesota School Boards Association, a leading advocate for public education supports, promotes, and strengthens the work of public school boards.



## Students

There are 847,000 students enrolled in Minnesota public schools.



## School Boards

More than 2,000 locally elected school board members are responsible for the governance of school property, budget, curriculum, technology, taxes, student achievement and teacher quality - ensuring excellence and equity in all public schools.



## Demographics

English Learners	8.3%
Special Education	15.4%
Free and Reduced Lunch	37.7%
Homeless	1.0%
Graduation Rate	82.2%



## MSBA Priorities:

### Special Education

The special education cross-subsidy for FY 2016 was \$679 million and is expected to grow. The projected growth suggests it is time to create a work group to design a plan to eliminate the cross-subsidy.



### Teacher Retirement

In the most recent proposal, the estimate to fund the employer portion of TRA was \$64 million each year. The employer contribution should be the state's responsibility, so as not to divert funds from the district's general education fund.



### Fair Funding

- Oppose using tax credits and scholarships for private education.
- Inequities in funding continue to exist. Telecommunications Equity Aid, should be fully funded to ensure all schools have affordable access to high-speed Internet service.



### School Readiness

Pathway II Scholarships play an important role in increasing the access to high-quality preschool for Minnesota's neediest early learners. Funding should be restored and increased.



### Accountability

Align the World's Best Workforce (WBWF) statute with the Every Student Succeeds Act (ESSA) to create one statewide accountability system.



### Cyber Security

Schools are increasingly becoming targets for security breaches. Resources are needed to protect students, staff and parents with secure electronic systems.



### School Trust Lands

In order to enforce the School Trust Lands director legislation that was passed in 2012, the role of director must be strengthened.



### Ballot Language

As a bond expires and a new one proposed, ballot language should be changed to more accurately reflect the impact to the homeowner.



### Teacher Shortage

Teacher shortage continues to be an issue. Alternative Pathways are necessary to attract non-traditional students into the teaching profession. The "Grow Your Own" program should be expanded to rural school districts.



**Governor's FY 2018 - 19 Supplemental Budget Recommendations**

**All Funds by Agency**

(Dollars in Thousands)

**2018                      2019                      2020                      2021**

**Education**

**Safe and Secure Schools Act: Equalize and Increase the Safe Schools Levy**

The Governor recommends providing MN school districts and charter schools with additional revenue to improve student and school security. Funds may be used for building security improvements or to hire more school resource officers, counselors, or other student support staff. This recommendation provides one-time state aid to districts and charter schools equal to \$18 per pupil in FY 2019. In FY 2020 and beyond this proposal will: 1) double the Safe Schools Levy allowance from \$36 per pupil to \$72 per pupil and create a minimum levy amount of \$30,000; 2) equalize the levy to allow districts with low property tax capacity access to this revenue; and 3) give charter schools \$36 per pupil in Safe Schools Aid.

General	Expenditure	\$0	\$15,872	\$5,603	\$4,389
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**Special Education Funding Increase**

The Governor recommends increasing state special education aid to reduce the special education cross subsidy. Reducing the cross subsidy will mitigate district cost increases due to inflation and increases in the number of students requiring special education instruction and services.

General	Expenditure	\$0	\$16,939	\$21,397	\$22,059
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**Voluntary PreK and School Readiness Plus**

The Governor recommends maintaining funding of Voluntary Prekindergarten and School Readiness Plus at FY 2019 levels and expanding the number of funded seats by 5% each year beginning in FY 2020. In FY 2019 the state may fund up to 7,160 participants in both Voluntary Prekindergarten and School Readiness Plus. However only 3,160 of those slots have permanent funding into FY 2020-2021. This proposal would increase the number of permanently funded prekindergarten seats to 7,518 in FY 2020 and 7,894 in FY 2021. Along with this permanent increase in prekindergarten funding MDE proposes changing the way funded seats are allocated. Currently all seats must be distributed proportionately into four groups based on each group's share of state total kindergarten enrollment; one of those groups is comprised of Minneapolis and St Paul School Districts. The Governor recommends making each district its own group to ensure an equitable distribution of funded seats between Minneapolis and St Paul. This proposal also includes \$204,000 a year in administrative support to MDE to fund 2.3 new full time positions.

General	Expenditure	\$0	\$204	\$25,982	\$31,047
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**Expand Early Learning Scholarships to 0-3 year olds**

The Governor recommends expanding access to Early Learning Scholarships to children from low-income families who are 3 years old or younger. Currently scholarships are available to children who are 3 or 4 years old by September of the current year who are not yet enrolled in kindergarten and whose families have incomes at or below 185% of the federal poverty guidelines. Younger siblings of preschool aged scholarship recipients are currently eligible for scholarships. This change would make all children from qualifying families under age 3 scholarship eligible.

General	Expenditure	\$0	\$0	\$0	\$0
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**2018                      2019                      2020                      2021**

**Early Learning Scholarships Availability of Funds Extended**

The Governor recommends extending the time the Department of Education has to spend their annual appropriation for Early Learning Scholarships. Currently the agency has 24 months to spend the Early Learning Scholarships. This recommendation would allow the agency up to 27 months before unspent scholarship funds are canceled. This would allow more time for parents to use scholarships once they have been awarded and for the agency to reallocate scholarship money that was not used by the original recipients. This change is intended to lower the amount of unused dollars at the end of a biennium in the Early Childhood Scholarships appropriation. In 2017 \$3 million cancelled from the Early Childhood Scholarships program.

General	Expenditure	\$0	\$0	\$0	\$0
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**Help Me Grow**

The Governor recommends expanding Minnesota’s Help Me Grow System. Help Me Grow is designed to effectively connect children, families and providers to a broad array of information and existing services and supports in Minnesota. At the recommended funding level, in 2019 more than 630,000 young children and their families from birth to grade three will benefit from the referral and follow-up services provided by Help Me Grow.

General	Expenditure	\$0	\$1,500	\$1,500	\$1,500
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**Background Checks For All Head Start Locations**

The Governor recommends authorizing the Department of Human Services to conduct required background studies for all Head Start programs. Currently DHS is only authorized to provide these background studies for license-exempt Head Start programs that receive CCAP funds or are Tribal Head Start programs. This change would allow DHS to provide background studies for the small number that cannot currently use DHS.

Other Misc Special Revenue	Revenue	\$0	\$51	\$8	\$8
Other Misc Special Revenue	Expenditure	\$0	\$51	\$8	\$8

**Kindergarten Students with a Disability Average Daily Membership Calculation**

The Governor recommends aligning the number of hours required for a kindergarten student with a disability to generate one Average Daily Membership (ADM) with the number of hours required for all other kindergarten students. Currently the number of hours required for a kindergarten student with a disability is 875 and all other kindergartners is 850. This proposal corrects an inconsistency in ADM calculations and funding for kindergarten students with and without a disability.

General	Expenditure	\$0	\$153	\$170	\$170
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**American Indian Tribal Contract Aid**

The Governor recommends that the maximum American Indian tribal contract aid per pupil be continued at the FY 2019 level of \$3,230, and not decreased to \$1,500 as provided in current law.

General	Expenditure	\$0	\$0	\$1,653	\$2,017
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**2018                      2019                      2020                      2021**

### **Minnesota Indian Teacher Training Program Changes**

The Governor recommends a number of changes to the Minnesota Indian Teacher Training Program (MITTP) to provide clearer direction to the current tribal college grantees about the institutions they can partner with, what their budget allocation thresholds are, and who is eligible for scholarships. It will also eliminate the loan portion of the program, and instead focus all funding on scholarships, recruitment, and administration.

General	Expenditure	\$0	\$0	\$0	\$0
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### **Alternative Compensation (Q Comp)**

The Governor recommends removing the funding cap for current Alternative Compensation (Q Comp) program participants. This would allow current participants to continue to receive 100% of their entitlement as enrollment grows for these districts and schools.

General	Expenditure	\$0	\$847	\$1,417	\$1,654
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### **Fully Fund GED Reimbursement**

The Governor recommends fully funding the cost of taking the General Education Development (GED) once a year for any Minnesotan pursuing their High School Equivalency. This will provide increased access for eligible individuals to complete the GED battery of tests by paying all of the student's testing fees (\$120 per individual).

General	Expenditure	\$0	\$403	\$403	\$403
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### **College Entrance Exam Reimbursement Availability of Funds Extended**

The Governor recommends extending the amount of time districts have to seek reimbursement for administering college entrance exams. This would allow the Minnesota Department of Education to finalize reimbursements to schools districts within a 28 month period rather than 24 months. This proposal would not increase appropriations for these activities, but would lower expected cancellations.

General	Expenditure	\$0	\$0	\$0	\$0
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### **Standardized Testing Requirement Changes**

The Governor recommends eliminating the off-grade test questions and career and college readiness scores on the grades 3-8 math and reading Minnesota Comprehensive Assessment. This would create a one-time savings of \$15,000 in FY 2019, which would be reallocated to enhance data collection from districts and data reporting to the public.

General	Expenditure	\$0	\$0	\$0	\$0
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### **Long-Term Facilities Maintenance Levy: Interdistrict Levy Burden Allocation**

The Governor recommends that districts participating in an agreement for secondary education or an interdistrict cooperation agreement be permitted to allocate Long-Term Facilities Maintenance (LTFM) revenue generated by indoor air quality, fire safety or asbestos projects between the districts participating in the agreement. This will allow the levy for needed safety projects to be equitably spread between the districts. There would be no change in total LTFM revenue, aid or levy, but the levy burden would be spread more equitably among the partners to an agreement.

General	Expenditure	\$0	\$0	\$0	\$0
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**2018                      2019                      2020                      2021**

**Referendum/Local Optional Revenue Clarification**

The Governor recommends making the calculation of general education revenue simpler, more transparent, and more equitable by converting \$300 per pupil of referendum revenue to local optional revenue (LOR), making all districts statewide eligible for \$724 per pupil of LOR, and severing the current interactions between referendum revenue and LOR. All remaining referendum revenue would be voter approved. Simplification of referendum and LOR calculations would make general education funding simpler and more transparent with no impact on revenue aid or levy for any district.

General	Expenditure	\$0	\$0	\$0	\$0
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**Unused Regional Library Telecommunications Aid**

The Governor recommends amending Regional Library Telecom Aid (RLTA) to allow unexpended aid to be used to fund additional Telecom Equity Aid (TEA) projects. These funds would improve internet access at more public schools – increasing the total number of schools districts and charters schools with broadband access. This would lower expected cancellations by \$350,000 each biennium.

General	Expenditure	\$0	\$0	\$0	\$0
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**Total For: Education**

<b>General</b>	<b>Expenditure</b>	<b>\$0</b>	<b>\$35,918</b>	<b>\$58,125</b>	<b>\$63,239</b>
<b>Other Misc Special Revenue</b>	<b>Revenue</b>	<b>\$0</b>	<b>\$51</b>	<b>\$8</b>	<b>\$8</b>
<b>Other Misc Special Revenue</b>	<b>Expenditure</b>	<b>\$0</b>	<b>\$51</b>	<b>\$8</b>	<b>\$8</b>

**Employment and Economic Development**

**Border-to-Border Broadband**

The Governor recommends one-time funding in FY 2019 for the Border-to-Border Broadband Development Grant Program, which funds the expansion of broadband service to areas of Minnesota that are unserved or underserved. This program provides grants for up to 50% of project development costs. This funding level is expected to expand broadband access to over 11,000 households, businesses, and community institutions. Three percent of this appropriation is reserved for program administration and broadband mapping.

General	Transfer Out	\$0	\$30,000	\$0	\$0
Other Misc Special Revenue	Transfer In	\$0	\$30,000	\$0	\$0
Other Misc Special Revenue	Expenditure	\$0	\$30,000	\$0	\$0

2018 Education Provisions Side-by-Side

Provision	House (H.F. 4328)	Senate (S.F. 3656/3086)	Governor
School Safety See School Safety Side-by-Side			
Discipline See Discipline Side-by-Side			
Student Data Privacy See Student Data Privacy Side-by-Side			
Dyslexia	<p><b>Requires</b> PELSB to survey teacher preparation programs to determine the extent of dyslexia training offered.</p> <p><b>Requires school districts to:</b></p> <ul style="list-style-type: none"> <li>• screen <b>all</b> students between the beginning of kindergarten and grade 2 who are not reading at grade level; and</li> <li>• screen <b>any student</b> in grade 3 or higher who is demonstrates a reading difficulty.</li> </ul> <p>The MDE dyslexia specialist <b>must</b> provide guidance on tools and implementation for screening and identifying students with dyslexia.</p>	<p><b>Requires</b> PELSB to adopt rules to dyslexia including two hours of instruction.</p> <p><b>Requires school districts to:</b></p> <ul style="list-style-type: none"> <li>• screen <b>all</b> students between the beginning of kindergarten and grade 2; and</li> <li>• screen <b>every student</b> in grade 2 or higher who is not reading at grade level.</li> </ul>	
Teacher License Revocation	<p><b>Requires</b> the school board to immediately discharge a teacher <b>when there is</b> a stay of adjudication for an offense that, if convicted of, would require predatory offender registration, along with additional behaviors.</p>	<p>Allows PELSB and BOSA to refuse to issue, renew, or revoke a license based on a conviction of domestic violence, embezzlement of public funds or a felony involving a minor as a victim.</p> <p>Makes PELSB and BOSA members mandated reporters.</p>	

2018 Education Provisions Side-by-Side

<p><b>Lead in Water</b></p>	<p><b>Requires</b> the commissioners of education and health together to determine the maximum contaminant level for lead in school drinking water. If a school district finds lead that exceeds the maximum contaminant level, it must either remediate the source and shut off the source until remediated or make the source unavailable.</p> <p>If test results reveal the presence of lead exceeds the maximum contaminant level, the school district must immediately notify parents of the test result and any steps taken to remediate or make the water source unavailable.</p>		<p><b>Requires school districts to:</b></p> <ul style="list-style-type: none"> <li>•complete water testing with two years as opposed to five;</li> <li>•remediate or shut-off faucets when lead is present; and</li> <li>•provide an alternative source of water.</li> </ul>
<p><b>Unpaid Student Lunch Debt</b></p>	<p>Prohibits a participant from denying a school lunch to students even if they have an outstanding debt for a la carte purchases or any other reason.</p> <p><b>Requires</b> participants to provide meals to students in a respectful manner and the reminders for payment, conform to school meals policy. Lists activities that are prohibited when collecting student lunch debt, i.e., dumping meals, listing names and using stickers, stamps and pins.</p> <p>Prohibits participation in activities based on unpaid debt.</p>	<p><b>Requires school districts to</b> adopt a school meals policy.</p> <p>The policy <b>must:</b></p> <ul style="list-style-type: none"> <li>•be reasonable and well-defined and maintain the dignity of students;</li> <li>•restrict withdrawing meal for unpaid balance;</li> <li>•be posted to the website, and</li> <li>•remedy the practice within 60-days if policy has been violated and a noncompliance letter received from the Commissioner.</li> </ul>	<p>Lists activities that are prohibited when collecting student debt, i.e., dumping meals, listing names and using stickers, stamps and pins.</p> <p><b>Student participation may not be limited in any activities due to unpaid lunch debt.</b></p>

2018 Education Provisions Side-by-Side

<p><b>Homeless Student Transportation</b></p>	<p><b>Requires</b> initial serving school district to provide transportation services to and from a cooperative program when a student changes school districts during the school year.</p>		
<p><b>Health Curriculum</b></p>	<p>Health Curriculum <b>may</b> include:  <ul style="list-style-type: none"> <li>•sexual exploitation prevention, and</li> <li>•substance misuse/prevention</li> </ul> </p>	<p>Health Curriculum <b>may</b> include:  <ul style="list-style-type: none"> <li>•sexual exploitation prevention,</li> <li>•substance misuse and prevention, and</li> <li>•consent instruction.</li> </ul> </p>	
<p><b>Civics</b></p>	<p><b>Requires</b> a specific course in government and citizenship in 11th or 12th grade for students beginning 9th grade in 2020-21.</p> <p><b>Requires school districts</b> to report passage rate to the Commissioner. Commissioner <b>must</b> report passage rate on school performance reports.</p>		
<p><b>World's Best Workforce</b></p>	<p>Changes performance measures by basing the academic achievement gap on the MCAs.</p> <p><b>Requires school boards</b> to publish the school performance report for each school site and district on the district website with a link to the report at MDE. Removes the requirement that a school board publishes school performance report in the local newspaper.</p> <p>Requires the commissioner to use ESSA performance measures to identify school districts and sites not making sufficient progress in any three-year consecutive period.</p>		

2018 Education Provisions Side-by-Side

	<p>Modifies the commissioner’s report to the legislature by substituting progress towards meeting world’s best workforce goals for the district performance goals.</p> <p><b>Requires</b> the commissioner to review curricula of at least three and up to five identified school sites to ensure alignment with reading and math standards.</p>		
<p><b>Academic Achievement Rating System</b></p>	<p><b>Requires</b> the commissioner to develop an academic achievement rating system that assigns to each school and district a summative rating based on score of 0-100. The rating and score must be reported annually on the department’s website as a part of school performance reports starting September 2020.</p> <p><i>Includes</i> charter schools.</p>	<p><b>Requires</b> the commissioner to develop an academic achievement rating system that assigns to each school and district star rating and an academic achievement score based on criteria. The star rating and academic achievement score must be reported annually on the department’s website as a part of school performance reports.</p> <p><i>Excludes</i> charter schools.</p>	
<p><b>School Counselors and Personal Learning Plans</b></p>	<p>School counselors <b>must</b>:</p> <ul style="list-style-type: none"> <li>•provide military recruiters and representatives from organizations promoting careers in skilled trades and manufacturing the same access to secondary students as institutions of higher education.</li> </ul> <p><b>Requires school districts to</b> provide military recruiters the same access to secondary school students as the district</p>	<p>School counselors are <b>encouraged</b>:</p> <ul style="list-style-type: none"> <li>•to present to career opportunities and benefits offered by the United States armed forces;</li> <li>•to share information provided to the counselor by the United States armed forces recruiters; and</li> <li>•to provide student parent or guardian with information concerning the enlistment test.</li> </ul> <p><b>Requires a school district to</b> provide military recruiters the same access to secondary students as the district</p>	

2018 Education Provisions Side-by-Side

	provides to institutions of higher education and prospective employers.	provides to institutions of higher education or prospective employers.	
<b>MCA Testing</b>	<p><b>Requires the school district to:</b></p> <ul style="list-style-type: none"> <li>•distribute preliminary and individual student performance data and achievement reports to the parent and teacher of each student no more than 30 days after the district has administered the test, and</li> <li>•disseminate a testing report to the teacher and the parents of each student before beginning of the following school year and <b>must</b> include the student achievement level in each content area and track the student history performance.</li> </ul>		
<b>Unclaimed Drugs Procedures</b>		<b>School districts must</b> adopt a procedure to collect and use law enforcement to transport any unclaimed or abandoned prescription drugs.	
<b>Special Education</b>	<p>Creates a special education working group made-up of stakeholders, to review special education delivery and costs in Minnesota. A written report to the legislature with recommended changes to reduce costs, <b>if warranted</b>. The group <b>must</b> consider a 10-year strategic plan informed by policy findings.</p> <p>Creates Special Education Equity Aid Formula – effective 2022. Based on regional expenses and regional average cross subsidy.</p>	Creates a special education legislative working group to review special education delivery and costs in Minnesota. A written report will be provided to the legislature with recommended changes to reduce costs. The group <b>must</b> consider a 10-year strategic plan informed by policy findings.	
<b>Fire Drill Changes</b>		Allows public, private, or educational institutions to implement an alternative	

2018 Education Provisions Side-by-Side

		fire drill for three of the five required fire drills. This alternative fire drill does not require students or other persons to quit the premises. To implement a non-evacuating fire drill protocol, they <b>must</b> work in partnership with the local fire chief and the chief law enforcement officer.	
<b>Professional Educator Licensing Standards Board (PELSB)</b>	PELSB may adopt proposed rules regarding teaching licenses (published on April 14, 2018) as temporary rules to ensure licensing processes are not disrupted until final rules are adopted.		
<b>Legislative Auditor Study</b>	Requests that the legislative auditor evaluate how school districts and charter schools allocate revenue and expenditures across school sites.		
<b>Early Education</b>	Requires the commissioner to provide districts with a process for measuring kindergarten readiness. Report results to the commissioner.		
<b>Academic Balance</b>		Requires a school board to adopt a written academic balance policy with certain minimum requirements. Grants provided. \$25,000	
<b>Public Resources for Advocacy</b>		Requires the school board to adopt and implement a policy that prohibits district employees from using district funds to advocate for or defeating a candidate or ballot question.	
<b>Telecommunications Equity Aid</b>		Provide funding for districts with more than \$7 per pupil out of the general fund.	
<b>Review and Comment</b>		Requires the review and comment for a building project to be posted at the polling place. Project must be titled.	

2018 Education Provisions Side-by-Side

<p><b>Grants</b></p>	<p>Grand Rapids Children’s Museum: \$50,000  Moundsvew School District: \$250,000  Fairmont School District: \$250,000  Waconia School District: \$150,000  Mind Foundry Learning Foundation: \$200,000  Jake’s law (opiod): \$350,000  School Bus Safety: \$50,000  Special Ed Monticello: \$800,000  Threat Assessment: \$300,000</p> <p><i>Allows charter schools to receive Grow Your Own grant.</i></p>	<p>Grand Rapids Children’s Museum: \$47,000  Nonconventional Teacher Residency Programs: \$900,000  American Indian Teacher Support: \$600,000  MacPhail: \$125,000  Character Education Grant: \$455,000  Race to Reduce: \$100,000  Special Ed Monticello: \$800,000</p> <p><i>Allows charter schools to receive Grow Your Own grant.</i></p>	<p><i>Allows charter schools to receive Grow Your Own grant.</i></p>
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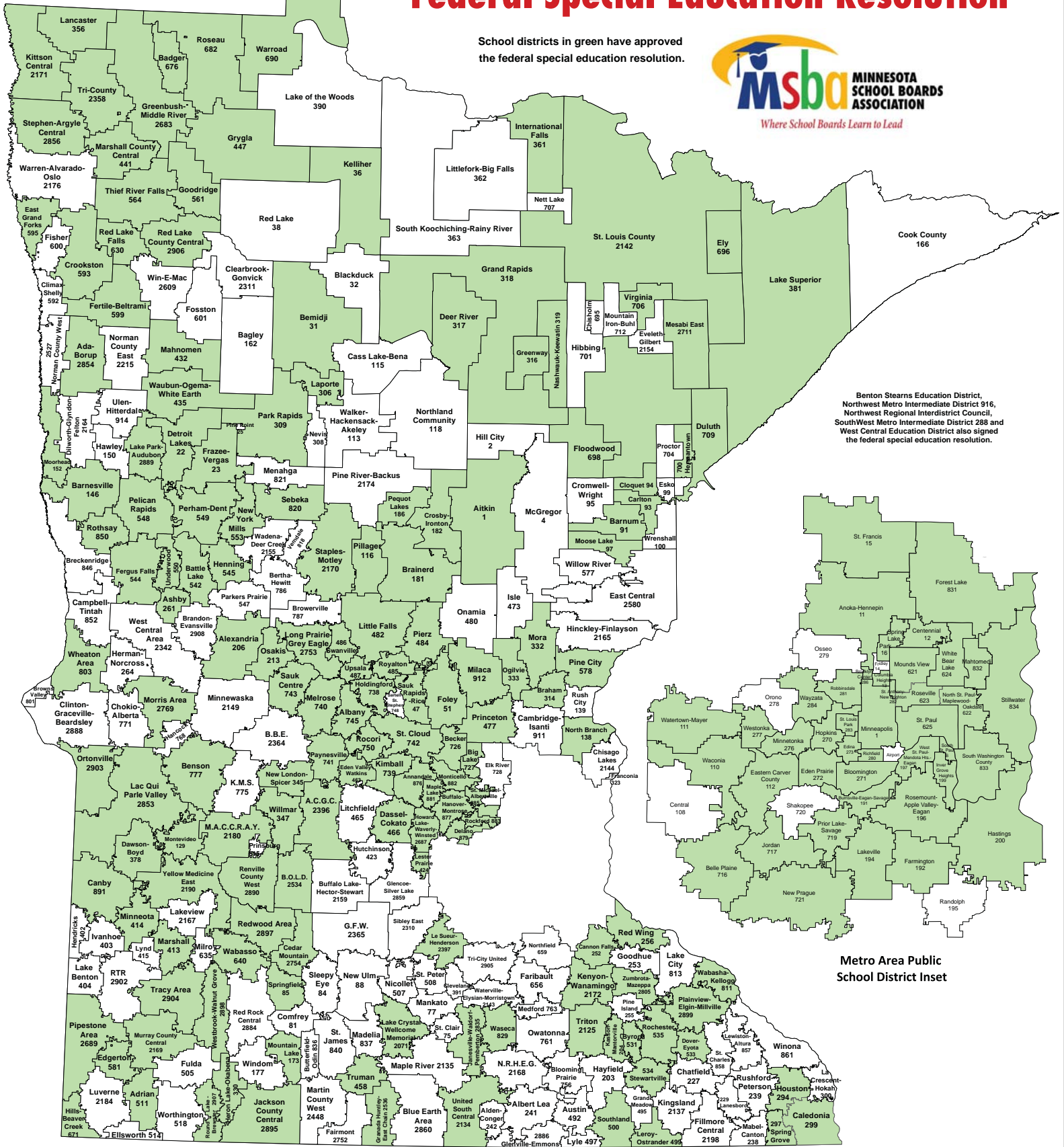
**SAFE SCHOOLS**

Provision	House (H.F. 4328)	Senate (S.F. 3656/3086)	Governor
<b>Appropriations</b> <i>*Includes one-time, intermediates and/or cooperatives.</i>	FY 19 \$28,579 million* FY 20-21 \$55,065 million*	FY 19 \$20,087 million* FY 20-21 \$10,922 million*	FY 19 \$19,814 million* FY 20-21 \$ 9,992 million*
<b>Long-Term Facilities Maintenance</b>	Expands allowable uses to include <b>remodeling, new construction, emergency communications devices, equipment and facilities modifications</b> related to violence prevention and facility security.		
<b>Safe Schools State Aid</b>	For FY 2019 and beyond, school districts would receive the greater of \$30,000 or \$18 per pupil.	For FY 2019 and beyond, creates a new safe school aid of \$3.65 per pupil. Sets a floor of \$25,000 for districts. For FY 2019 only, an additional, one-time, \$13.74 per pupil.	FY 2019 only, revenue is \$18 per pupil or \$22,500. In FY 2020 and beyond, district's may levy \$72 and creates a minimum levy amount of \$30,000.
<b>Equalization of Safe Schools Levy</b>	Beginning in FY 2020, a school district's safe schools levy is equalized. (68.5%)		Beginning in FY 2020, a school district's safe schools levy is equalized. (60%)
<b>Safe Schools Revenue Uses</b> Currently can be used for: <ul style="list-style-type: none"> <li>•police liaison services;</li> <li>•drug abuse prevention programs;</li> <li>•gang resistance education training;</li> <li>•school security;</li> <li>•other crime prevention and student/staff safety; and,</li> <li>•counseling, social working and chemical dependency services provided by licensed professionals.</li> </ul>	By board resolution, funds may be transferred into the debt redemption fund to pay amounts needed to meet, when due, principal and interest payments on obligations.	By board resolution, funds may be transferred into the debt redemption fund to pay amounts needed to meet, , principal and interest payments.. New allowable uses include <b>telemedicine, cybersecurity and debt service</b> . Prohibits costs associated with improving the school climate.	By board resolution, funds may be transferred into the debt redemption fund to pay amounts needed to meet, when due, principal and interest payments on obligations.
<b>Mental Health</b>	\$5 million <b>must</b> be used to expand school-linked mental health services, especially where none are currently available. Transportation can be included.FY 18-19 and FY 20-21 and beyond.	\$4,467,000 million for sschool-linked mental health services may be used to purchase equipment, connection charges, on-site coordination, set-up fees, and site fees to deliver school-linked mental health services via telemedicine.	\$5 million is appropriated from the general fund and appropriated to Department of Health and Human Services for school-linked mental health grants for FY 19 and beyond.

<p><b>School Resource Officers</b></p>	<p><b>\$400,000 one-time grant</b> for training. Reimburse school districts for up to one-half cost (\$500 maximum).</p>		
<p><b>Suicide Prevention</b></p>	<p><b>\$273,000 one-time grant</b> to a nationally recognized organization to offer evidence-based online training for teachers on suicide prevention.</p>		
<p><b>Physical Audits</b></p>	<p><b>\$2 million one-time grant</b> to school districts to cover the cost for an audit of the physical security of public school campuses and crisis management policies.</p>		
<p><b>Threat Assessment</b></p>	<p><b>Requires</b> a school board to adopt a policy to establish threat assessment teams. Policy <b>must</b> include procedures for referrals to community mental health centers or health care providers. <b>Requires</b> a threat assessment team for each school. <b>Requires</b> a superintendent to establish a committee to oversee the threat assessment teams.</p>		<p>Prior to providing notice of expulsion or exclusion, the school’s integrated threat assessment team must conduct threat assessment of the pupil. Transmitted records <b>must</b> include any school assessment records, including services a pupil needs to prevent the behaviors from recurring.</p>
<p><b>Discipline</b></p>	<p><b>Requires</b> school boards to expel a student who threatens gun violence or intends to cause evacuation for at least one year. <b>Allows</b> school boards to modify expulsion on a case-by-case basis.</p>		

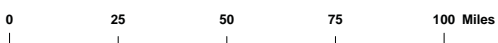
# Minnesota School Boards Approving Federal Special Education Resolution

School districts in green have approved the federal special education resolution.



Benton Stearns Education District, Northwest Metro Intermediate District 916, Northwest Regional Interdistrict Council, SouthWest Metro Intermediate District 288 and West Central Education District also signed the federal special education resolution.

Metro Area Public School District Inset



**DEPARTMENT OF EDUCATION**  
The school district boundaries on this map do not represent the legal boundaries. Please contact your county auditor to obtain an accurate legal description.  
Map template used by permission from the Minnesota Department of Education.

## ISD 709 Legislative Platform Priorities for 2017-18

### Special Education / New Special Education Formula



Currently, two proposals are being considered. The Governor's plan would dedicate \$20 million to reducing the cross-subsidy statewide. The House provision that offers \$20 million to a group of districts whose cross-subsidy aid is greater than the regional average, was amended to start in fiscal year 2022.

At this junction in session, it is important to reach out to your senator and Governor Dayton to express the need to help with special education funding. Governor Dayton's plan is a more fair way to distribute state resources. Approximately 275 school districts and charter schools would receive some sort of aid immediately.

Under the House provision, 129 school districts and charters would receive aid, but not starting until 2022.

- H.F. 4306 (Thissen) - Special education program funding increased, and literacy aid eliminated.
  - Senate Companion Bill – None
  - 03/29/18 – Introduction, first reading and referred to Education Finance
- H.F. 4260 (Davnie) – Forecasted positive general fund balances required to be allocated to restore the special education aid payment percentage.
  - Senate Companion Bill – S.F. 3351 (Rest)
  - 03/28/18 – Introduction, first reading, referred to Education Finance
- H.F. 4272 (Knoblach) – A bill for an act relating to education finance; providing for special education equity aid; appropriating money
  - Senate companion S.F. 3861 (Relph)
  - 03/29/18 – Introduction, first reading, referred to Education Finance
- H.F. 4238 (Bennett) - Special education cooperatives statutory definition provided.
  - Senate Companion Bill – None
  - 03/26/18 – Introduction, first reading and referred to Education Finance
- H.F. 4208 (Davnie) - A bill for an act relating to education finance; creating a state fund to pay for unreimbursed special education costs; requiring a report; appropriating money
  - Senate companion bill S.F. 3807 (Davnie)
  - 03/22/18 – Introduction, first reading, referred to Education Finance
- H.F. 2846 (Christensen) - Special education working group established; report required
  - Companion Senate Bill S.F. 2698 (Pratt)
  - 02/20/18 – Introduction, first reading, referred to Education Innovation Policy
  - 03/05/18 – Committee report, to adopt as amended and re-ref to Government Operations and Elections Policy
  - 03/08/18 - Committee report, to adopt as amended and re-refer to Education Finance

- Resolution to Fully Fund Special Education Services (MN/Federal) - MSBA
  - 04/30/18 - almost 200 school districts have passed resolutions. Map attached.
  - 03/05/18 - more than 170 school districts have passed resolutions ([see map](#))
 Equity through School Based Early Education Programs

### Equity through School Based Early Education Programs



- H.F. [4329](#) (Olson, Schultz, etc) - Voluntary prekindergarten funding made permanent, and school readiness plus codified.
  - Senate Companion Bill – None
  - 04/09/18 – Introduction, first reading, referred to [Education Finance](#)
- H.F. [3658](#) (Wagenius) - Universal voluntary prekindergarten funded.
  - Senate Companion Bill – S.F. [3626](#) (Dibble)
  - 03/12/18 – Introduction, first reading, referred to [Education Innovation Policy](#)
- H.F. [3328](#) (Kresha) - Child eligibility for the early learning scholarship program modified, administration of the early learning scholarship program modified, targeted home visiting program established for high-risk populations, and money appropriated
  - Senate Companion Bill - S.F. [3013](#) (Eichorn)
  - 03/05/18 - Introduction, first reading; referred to [Education Innovation Policy](#)
  - 03/15/18 – Motion to recall and re-refer, motion prevailed [Education Finance](#)

### Former Duluth Central High School

- H.F. [3898](#) (Olson) - Duluth Central High School construction materials exemption provided.
  - Senate Companion Bill – S.F. [3124](#) (Simonson)
  - 03/12/18 – Introduction, first reading, referred to [Taxes](#)
- 03/12/18 - Email to MN Senator Erik Simonson to reconfirm support for private development sales and use tax exemption authorization
  - FYI: [S.F. 3573](#) (Reinert) and [H.F. 3926](#) (Simonson) from the 2015-16 session

### Mental Health Professionals

- Safe and Secure Schools Act to Protect MN Children and Reduce Gun Violence by Gov. Dayton
  - [Article](#)
  - [Facts](#)
  - [Additional Funding](#)
- H.F. [4260](#) (Davnie) - Forecasted positive general fund balances required to be allocated to restore the special education aid payment percentage.
  - Senate Companion Bill – S.F. 3351 (
  - 03/28/18 Introduction, first reading, referred to [Education Finance](#)

- H.F. 4201 (Omar) - School counselor required in every school.
  - Senate Companion Bill – S.F. 3606 (Dziedzic)
  - 03/22/18 – Introduction, first reading, referred to Education Innovation Policy
- H.F. 4198 (Bennett) - School-linked mental health telemedicine grants funding provided, report required, and money appropriated.
  - Senate Companion Bill – S.F. 3679
  - 03/22/18 – Introduction, first reading, referred to Health and Human Services Finance
- H.F. 3378 (Davnie) - Children's school-linked mental health grant funding provided, and money appropriated.
  - Senate Companion Bill – S.F. 2815 (Clausen)
  - 03/05/18 - Introduction, first reading, referred to Health and Human Services Finance
- H.F. 3085 (Loon) - Qualified providers of mental health services clarified for innovative mental health grants to intermediate school districts.
  - Senate Companion Bill – S.F. 3049 (Anderson, P)
  - 02/26/18 - Introduction, first reading, referred to Education Finance

### **Mandate Reform & Reduction**

- S.F. 3123 (Nelson) - School district telecommunications projects state aid increase and appropriation
  - House Companion Bill – None
  - 03/08/18 – Introduction, first reading, referred to E-12 Policy
  - 03/26/18 – Comm report: To pass as amended and re-refer to E-12 Finance

### **Increase Support for Full-Service Community Schools Model**

- None that could be found

### **School Safety Bills**




- H.F. 4382 (Murphy, Olson, Schultz, etc) - Special education online system addressing achievement and opportunity gaps provided; special education cross-subsidy, teacher recruitment and retention, school safety, and paraprofessional support funded; report required; and money appropriated
  - Senate Companion S.F. 3926 (Wiger)
  - 04/12/18 – Introduced, first reading, referred to Education Innovation Policy
- H.F. 4299 (Franke) - School threat assessment teams required.
  - Senate Companion Bill – S.F. 3962 (Bigham)
  - 03/29/18 – Introduction, first reading, referred to Education Finance
- H.F. 4202 (Fischer) - School districts required to publish a summary of crisis management policy, school threat assessment teams and oversight committees established, school boards authorized to bond for security-related equipment,

commissioner's review and comment process requirements modified, safe schools revenue established, safe schools revenue use modified, and money appropriated

- Senate Companion Bill – S.F. 3664 (Wiger)
- 03/22/18 – Introduction, first reading, referred to Education Innovation Policy
- H.F. 4141 (Gunther) - Long-term facilities maintenance revenue use authorized for projects that increase the safety and security of school facilities, and supplemental aid program established to pay a portion of the costs for school district projects that increase safety and security.
  - Senate Companion S.F. 3655 (Rosen)
  - 03/22/18 – Introduction, first reading, referred to Education Finance
- H.F. 4120 (Anselmo) - Safe schools revenue program established, charter schools made eligible for safe schools revenue, safe schools revenue increased, report required, and money appropriated.
  - Senate Companion Bill – S.F. 2754 (Nelson)
  - 03/21/18 – Introduction, first reading, referred to Education Finance
- H.F. 4026 (Peterson) - Safe schools levy increased.
  - Senate Companion Bill – S.F. 3087 (Pratt)
  - 03/19/18 - Introduction, first reading, referred to Education Finance
- H.F. 4015 (Peterson) - Long-term facilities maintenance revenue use authorized for projects that increase the safety and security of school facilities, and supplemental aid program established to pay a portion of the costs for school district projects that increase safety and security.
  - Senate Companion Bill – S.F. 3243 (Pratt)
  - 03/19/18 - Introduction, first reading, referred to Education Finance
- H.F. 3885 (Christensen) - Public school security audit funding provided, and money appropriated.
  - Senate Companion S.F. 3068 (Ruud)
  - 03/15/18 – Introduction, first reading and referred to Education Finance
  - 03/22/18 – Committee report, to adopt and re-refer to Public Safety and Security Policy and Finance
- H.F. 3797 (Haley) - Safe schools revenue increased, safe schools levy equalized, portion of levy available for intermediate school districts linked to the school district per pupil allowance, and money appropriated.
  - Senate Companion Bill – None
  - 03/14/18 - Introduction, first reading, referred to Education Finance
- H.F. 3796 (Loon) - School safety facility grants authorized for school districts to enhance safety for students and staff, bonds issued, and money appropriated.
  - Senate Companion Bill – S.F. 3607 (Nelson)
  - 03/14/18 - Introduction, first reading, referred to Education Finance

- H.F. 3676 (Jessup) - Reimbursement grants for audits of the physical security of public school campuses created, and money appropriated.
  - Senate Companion Bill – S.F. 3465 (Benson)
  - 03/12/18 – Introduction, first reading, referred to Education Finance
  - 03/22/18 – Committee report, to adopt and re-refer to Public Safety and Security Policy and Finance
- H.F. 3599 (Wills) - Safe schools levy increased, and portion of the levy available for intermediate school districts linked to the school district per pupil allowance.
  - Senate Companion Bill – S.F. 3472 (Clausen)
  - 03/12/18 - Introduction, first reading, referred to Education Finance
- H.F. 3595 (Wills) - School districts authorized to use long-term facilities maintenance revenue programs for physical modifications enhancing school facility safety.
  - Senate Companion S.F. 3471 (Clausen)
  - 03/12/18 – Introduction, first reading, referred to Education Finance
- H.F. 3545 (Sundin) - Child safety curriculum required.
  - Senate Companion Bill – S.F. 3031 (Hoffman)
  - 03/08/18 - Introduction, first reading, referred to Education Innovation Policy
- H.F. 3540 (Sandstede) - School safety and student support addressed, including modifications to crisis management information, review and comment submissions, and allowable uses of safe schools levy; safe schools levy authority increased; support our students grant program codified; and money appropriated.
  - Senate Companion Bill – S.F. 2907 (Cwodzinski)
  - 03/08/18 - Introduction, first reading, referred to Education Innovation Policy
- H.F. 3533 (Haley) - Safe schools levy amended to include medication disposal costs.
  - Senate Companion Bill – S.F. 3017 (Pratt)
  - 03/08/18 - Introduction, first reading, referred to Education Finance
- H.F. 3370 (Franke) - Threat assessment teams and oversight committees required, access to criminal history and health records provided, educational data sharing with school threat assessment teams allowed, and money appropriated.
  - Senate Companion Bill – S.F. 2993 (Bigham)
  - 03/05/18 - Introduction, first reading, referred to Education Innovation Policy
  - 03/14/18 – Committee report, to adopt as amended and re-refer to Civil Law and Data Practices Policy
- H.F. 3365 (Anselmo) - Safe schools levy increased, safe schools levy authorized to be spent on cyber security activities, and portion of levy available for intermediate school districts linked to the school district per pupil allowance
  - Senate companion bill S.F. 3020 (Abeler)
  - 03/05/18 - Introduction, first reading; referred to Education Finance

- H.F. 3320 (Loon) - School districts authorized to use long-term facilities maintenance revenue programs for physical modifications enhancing school facility safety, and money appropriated.
  - Senate Companion S.F. 3229 (Anderson, P)
  - 03/05/18 - Introduction, first reading; referred to Education Finance
- H.F. 3302 (Quam) - Teacher and school staff training in dangerous situations and firearm provision funding provided, and money appropriated
  - Senate Companion Bill - None
  - 03/05/18 - Introduction, first reading; referred to Education Finance
- H.F. 3315 (Erickson) - PreK - 12 education provided, including general education, education excellence, teachers, facilities and technology, nutrition, early childhood and family support, and self-sufficiency and lifelong learning
  - Senate Companion Bill - S.F. 3086 (Pratt) – passed on 3<sup>rd</sup> reading
  - Summary of HF3315/SF3086 - 2018 MDE Education Policy Bill
  - 03/05/18 - Introduction, first reading; referred to Education Innovation Policy
  - 03/26/18 – Committee report, to adopt as amended and re-refer to Education Finance
- H.F. 3286 (Lucero) - Permitted and trained school staff allowed to carry firearms.
  - Senate Companion Bill – S.F. 3116 (Mathews)
  - 03/01/18 – Introduction, first reading, referred to Public Safety and Security Policy and Finance
- H.F. 2961 (Davnie) - Early education provisions modified, five regions for the voluntary prekindergarten program established, determination of the total amount of Pathway II scholarships authorized, and school readiness plus made permanent
  - Senate Companion Bill - S.F. 2812 (Pappas)
  - 02/22/18 - Introduction, first reading; referred to Education Innovation Policy
- H.F. 2958 (Fischer) - Districts' safe schools levy authority increased, and school districts authorized to use levy proceeds to enhance cybersecurity.
  - Senate Companion Bill – S.F. 2507 (Wiger)
  - 02/22/18 – Introduction, first reading, referred to Education Innovation Policy
- H.F. 2877 (O'Neill) - Monticello school district special education adjustment modified.
  - Senate Companion Bill – S.F. 2522 (Anderson, B)
  - 02/20/18 – Introduction, first reading and Education Finance
-  S.F. 4015 (Pratt) - Safe schools revenue establishment; pupil discipline; school-linked mental health grants; appropriations
  - House Companion Bill – H.F. 4439 (Loon)
  - 04/19/18 - Intro, first reading; referred to E-12 Finance

- S.F. 2754 (Nelson) - Safe schools revenue program establishment; charter schools eligible for safe schools revenue; safe schools revenue increase and appropriation
  - 02/26/18 - Intro, first reading; referred to E-12 Finance
- School Safety - Letter to education leaders by MSBA
- S.F. 3778 (Isaacson) - School districts to bond for security equipment authorization; safe schools revenue program modification and appropriation
  - House Companion Bill – None
  - 03/22/18 – Introduction, first reading, referred to E-12 Policy
- S.F. 2844 (Utke) – Retired law enforcement officers authorization to carry firearms in school
  - House Companion Bill – None
  - 03/22/18 – Introduction, first reading, referred to Judiciary and Public Safety Finance and Policy

### Other Bills of Note

2018 (90th) legislative session began 02/20/18; expected to adjourn 05/21/18



- H.F. 4328 (Loon) – Omnibus education finance bill
  - Senate Companion Bill – S.F. 3928 (Nelson)
  - 04/09/18 Introduction, first reading, referred to Education Finance
  - 04/19/18 – Committee report, to adopt as amended and re-refer to Taxes
  - 04/23/18 – Committee report, to adopt as amended and re-refer to Ways and Means
  - 04/24/18 – Committee report, to adopt as amended
  - 04/24/18 – Second reading
  - 04/26/18 – Amended, third reading as amended
  - 04/26/18 – Bill was passed as amended
- H.F. 3902 (Dettmer) - Board approved referendum authority increased, and money appropriated.
  - Senate Companion Bill – S.F. 2552 (Housley)
  - 03/15/18 – Introduction, first reading, referred to Education Finance
- H.F. 3315 (Erickson) - MDE Policy Bill – Education Policy Omnibus E-12 - Prekindergarten through grade 12 education provided, including general education, education excellence, teachers, special education, facilities and technology, nutrition, early childhood and family support, and self-sufficiency and lifelong learning. Overall status here.
  - Senate Companion Bill – S.F. 3086 (Pratt)
  - 03/05/18 - Introduction, first reading, referred to Education Innovation Policy
  - 03/26/18 – Committee report, to adopt as amended and re-refer to Education Finance

- H.F. 3305 (Pryor) - Charter school and school district program combination process created, and continuity in building lease revenue for school districts that combine programming with a charter school provided.
  - Senate Companion Bill – S.F. 3370 (Anderson, P)
  - 03/05/18 – Introduction, first reading, referred to Education Innovation Policy
- H.F. 3159 (Koegel) - School districts authorized to renew expiring referendums and capital project referendums by action of school board.
  - Senate Companion Bill – S.F. 2608 (Newton)
  - 03/01/18 – Introduction, first reading and referred to Education Innovation Policy
- H.F. 3094 (Lohmer) - School district bond referendum information required to be available in the polling place, and ballot language for school district bond referendums amended.
  - Senate Companion Bill – S.F. 2605 (Housley)
  - 02/26/18 – Introduction, first reading, referred to Government Operations and Elections Policy
- H.F. 2959 (Fischer) - School districts authorized to renew expiring referendums by action of school board.
  - Senate Companion Bill – S.F. 2506 (Wiger)
  - 02/22/18 – Introduction, first reading, referred to Education Innovation Policy
- H.F. 2734 (Quam) - School districts allowed to access personnel files of prospective teachers from their employing districts.
  - Senate Companion Bill – None
  - 02/20/18 – Introduction, first reading and referred to Education Innovation Policy
- H.F. 2295 (Thissen) - Minnesota Government Data Practices Act accessibility requirements for public data clarified; application of electronic information accessibility standards expanded to state colleges, universities, and school districts; and process for responding to accessibility complaints provided.
  - Senate Companion Bill – None
  - 03/09/17 – Introduction, first reading and referred to Civil Law and Data Practices Policy

## Miscellaneous Links

[2018 Budget Tracking Spreadsheets](#) (click hyperlink to see bills)

Each legislative session, the fiscal staff of Senate Counsel, Research and Fiscal Analysis Offices create spreadsheets to record executive and legislative budget decisions at key steps in the budget process.

[Senate Bills – Education and Education Dept](#) (click hyperlink to see bills)

As of 04/05/18, there are 396 bills in this category

[Senate Bills – Education – Pre-K](#) (click hyperlink to see bills)

As of 04/05/18, there are 312 bills in this category

[Senate Bills – School Districts, Specific](#) (click hyperlink to see bills)

As of 04/05/18, there are 14 bills in this category

[House Bills – Education and Education Department](#) (click hyperlink to see bills)

As of 04/05/18, there are 131 bills in this category

[House Bills – Education K-12](#) (click hyperlink to see bills)

As of 04/05/18, there are 263 bills in this category

[House Bills – Education-School Districts](#) (click hyperlink to see bills)

As of 04/05/18, there are 50 bills in this category

- ISD 709 Legislative Priorities - [click here](#)
- MSBA Legislative Priorities - [click here](#)
- MN Legislative Calendar (House & Senate) - [click here](#)
- Governor's Legislative Tracker - [click here](#)
- List of Committees (House & Senate) - [click here](#)

May 4, 2018

William Gronseth  
Superintendent of Schools

Douglas A. Hasler  
CFO/Executive Director of Business Services

David J. Spooner, C.P.E.  
Manger of Facilities

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

RE: Marketing Update  
800 E Central Entrance "Central High School Property"  
108 E 6<sup>th</sup> Street "Nettleton School"

To date the following items have been completed:

- Listing Contract Negotiations/legal review began in early March, final execution occurred on April 26, 2018.
- Draft Marking Flyers created and approved May 1, 2018.
- Dan Grandmaison was hired for an Aerial Photo of the Central High School site which we will have on Monday 5/7/18 and will update on our marking at that time.
- Walk through tour of the Nettleton site with Dylan from ISD 709 and my team (Trevor Samsa and Valerie Rappana) on Wednesday May 2<sup>nd</sup>.
- Both properties have been posted to GregFollmer.com on Thursday May 3, 2018.
- Both properties have been posted to Loopnet.com as of Friday May 4, 2018.
- Both properties have been submitted to MnCar.org and we anticipate they will go live on that site early next week.
- Posted on Brokerage LinkedIn and Facebook sites.



**230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • [gregfollmer@gmail.com](mailto:gregfollmer@gmail.com)**

Showings Nettleton:

- Wednesday, May 2, 2018
- Thursday, May 3, 2018

Scheduled Showings Nettleton:

- Monday, May 7<sup>th</sup>

As of the date of this letter there have been no showings scheduled or actual for the Central High School site.

At this point we anticipate showings at the Nettleton site will be extremely active over the next month. Interest is high. During the next 30 days I will be directly contacting a number of investors and Commercial Brokers with the property information and will have details on these contacts in our next update.

Myself and my office staff will be scheduling a walk-through of the entire Central site sometime next week.

Please do not hesitate to reach out with any questions.

Respectfully,

Greg Follmer  
Broker



# Independent School District No. 709, Duluth

## Refunding Analysis

Steve Pumper  
PMA Securities, Inc.

May 7, 2018

## Advance Refundings

- Tax Exempt advance refundings no longer allowed under new Federal Tax Law
- Old law allowed one advance refunding per issue (could be done anytime prior to call date)
- Minnesota Statute required 3% Net Present Value savings

## Current Refundings

- May not close sooner than 90 days prior to call date
- May close anytime after original call date
- No statutory savings threshold needs to be achieved

## **Taxable Full Term Certificates of Participation (Build America Bonds) Series 2009A**

- Current Refunding → Callable February 1, 2019
- \$45,590,000 Callable Debt Outstanding
- \$4,277,620 Estimated Federal Subsidy for remainder of Bonds
- Refund with Tax-Exempt COPs → Lose Federal Subsidy
- Gross Savings of \$596,915
  - Savings are realized in the Debt Service Fund
  - Taxes Payable 2019 - 2027
- Present Value Savings of \$513,302    1.105%

**Current Refunding**

 Taxable Full Term Certificates of Participation (Build America Bonds)  
 Series 2009A

Estimated Savings based on rates as of 4/30/2018

Fiscal Year	Outstanding Taxable Full Term COPs (Build America Bonds) Series 2009A			Refunding Estimated New D/S	Estimated Gross Savings
	Principal & Interest	Subsidy	Principal & Interest (Net of Subsidy)	Principal & Interest	
2020	\$6,399,658	-\$776,244	\$5,623,413	\$5,555,917	\$67,496
2021	\$6,439,738	-\$715,923	\$5,723,814	\$5,656,718	\$67,097
2022	\$6,478,100	-\$650,149	\$5,827,951	\$5,762,474	\$65,477
2023	\$6,502,123	-\$574,804	\$5,927,318	\$5,861,430	\$65,889
2024	\$6,533,013	-\$495,176	\$6,037,837	\$5,971,878	\$65,959
2025	\$6,559,740	-\$410,927	\$6,148,813	\$6,083,904	\$64,909
2026	\$6,578,840	-\$319,298	\$6,259,542	\$6,192,485	\$67,057
2027	\$6,596,440	-\$220,655	\$6,375,785	\$6,310,613	\$65,173
2028	\$6,615,840	-\$114,444	\$6,501,396	\$6,433,538	\$67,859
<b>Total</b>	<b>\$58,703,490</b>	<b>-\$4,277,620</b>	<b>\$54,425,870</b>	<b>\$53,828,954</b>	<b>\$596,915</b>

**Current Refunding**

 Taxable Full Term Certificates of Participation (Build America Bonds)  
 Series 2009A

Estimated Savings based on rates as of 4/30/2018

Rate Change	Gross Savings	Estimated Change	NPV Benefit/ PV Refunded D/S
+0.30%	(\$209,317)	(\$806,232)	(0.381%)
+0.15%	\$194,748	(\$402,167)	0.364%
0.00%	\$596,915	\$0.00	1.105%
-0.15%	\$996,985	\$400,070	1.843%
-0.30%	\$1,395,995	\$799,080	2.579%

## Full Term Certificates of Participation Series 2010C

- Current Refunding → Callable February 1, 2019
- \$2,935,000 Callable Debt Outstanding
- Gross Savings of \$34,435
  - Savings are realized in the Debt Service Fund
  - Taxes Payable 2019 -2027
- Present Value Savings of \$31,180 1.036%

**Current Refunding**

Full Term Certificates of Participation, Series 2010C

Estimated Savings based on rates as of 4/30/2018

Fiscal Year	Outstanding Full Term Certificates of Participation Series 2010C	Refunding Estimated New D/S	Estimated Gross Savings
	Principal & Interest	Principal & Interest	
2020	\$388,750	\$384,708	\$4,042
2021	\$390,200	\$384,989	\$5,212
2022	\$391,350	\$387,425	\$3,926
2023	\$392,200	\$389,172	\$3,029
2024	\$391,963	\$390,137	\$1,826
2025	\$391,400	\$385,388	\$6,012
2026	\$388,000	\$385,120	\$2,880
2027	\$389,200	\$384,095	\$5,105
2028	\$384,800	\$382,395	\$2,405
<b>Total</b>	<b>\$3,507,863</b>	<b>\$3,473,427</b>	<b>\$34,435</b>

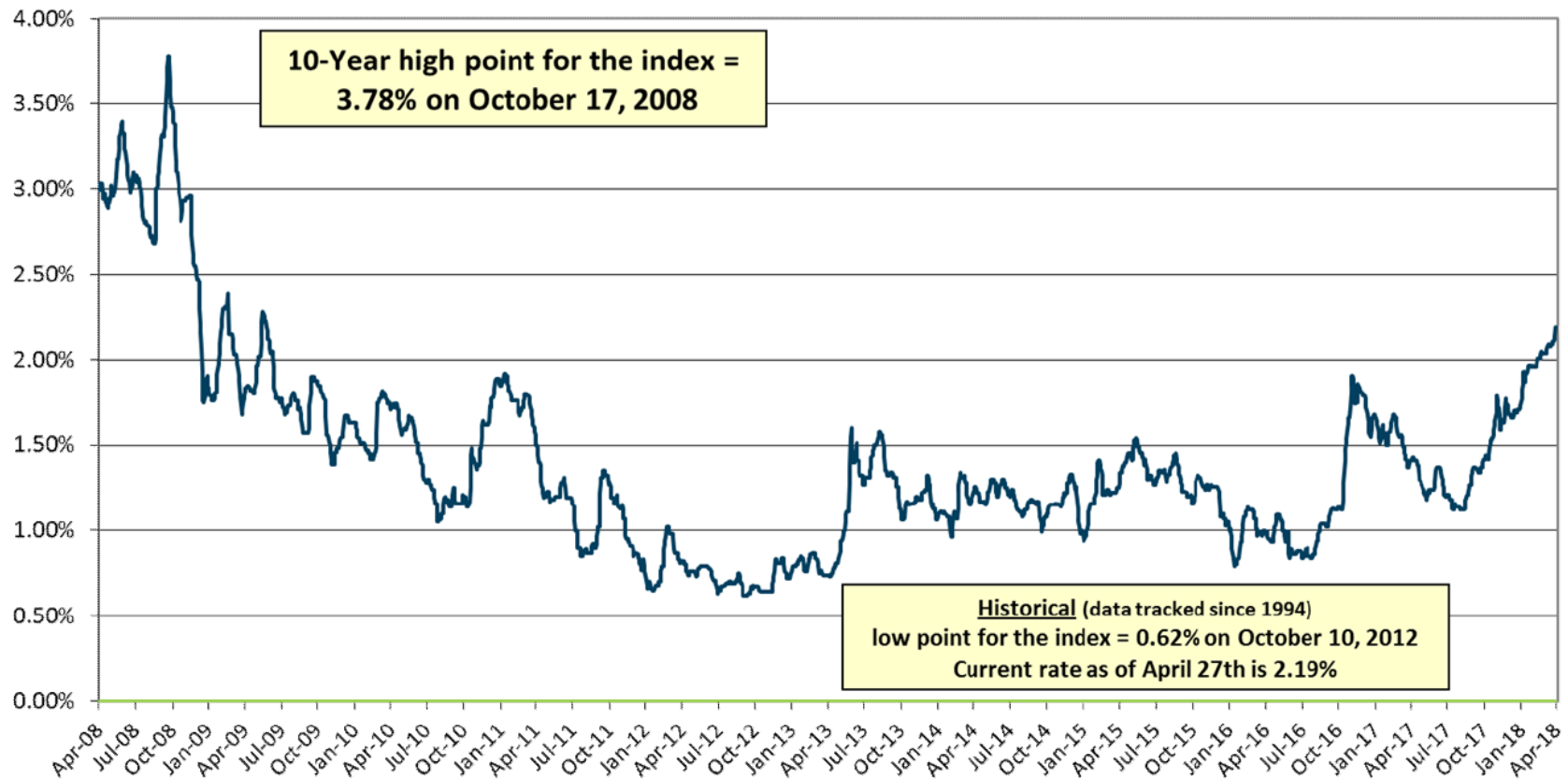
**Current Refunding**

Full Term Certificates of Participation, Series 2010C

Estimated Savings based on rates as of 4/30/2018

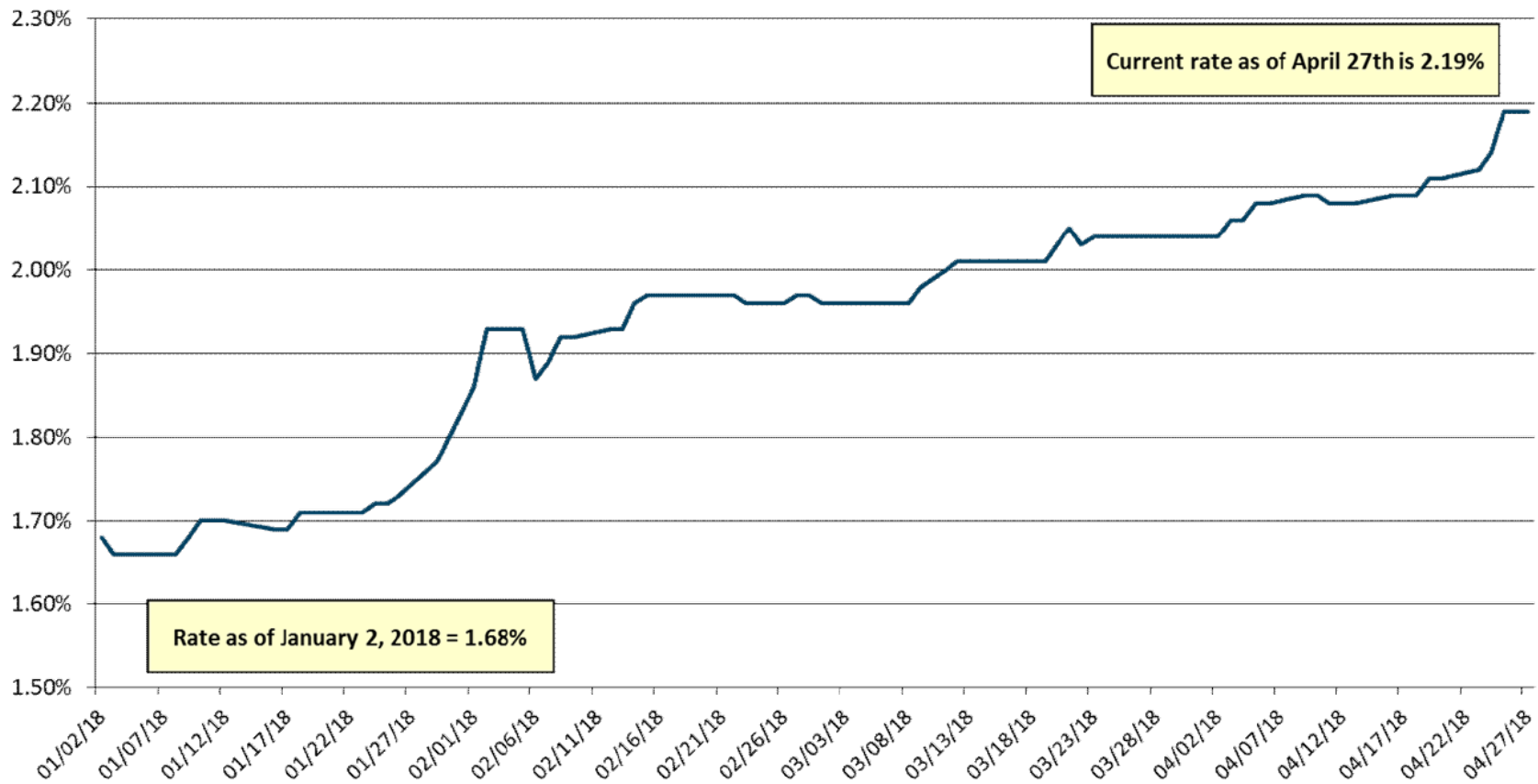
Rate Change	Gross Savings	Estimated Change	NPV Benefit/ PV Refunded D/S
+0.30%	(\$15,476)	(\$49,911)	(0.420%)
+0.15%	\$8,979	(\$25,456)	0.308%
0.00%	\$34,435	\$0	1.036%
-0.15%	\$59,987	\$25,552	1.762%
-0.30%	\$84,922	\$50,487	2.483%

## HISTORICAL INTEREST RATE COMPARISON MMD "AAA" 5-Year Bond Index 10 Year History



Information shown is the Municipal Market Data index for AAA-rated, 5-year bonds.

## HISTORICAL INTEREST RATE COMPARISON MMD "AAA" 5-Year Bond Index Year-to-Date ending April 27, 2018



Information shown is the Municipal Market Data index for AAA-rated, 5-year bonds.

## Suggested Timing for Refunding Bonds

- September 10<sup>th</sup> – Business Committee Meeting – set savings parameter
- September 18<sup>th</sup> – School Board Adopts Authorizing Resolution to Issue Refunding Bonds
- October 2<sup>nd</sup> – Rating Call
- October 15<sup>th</sup> – Price Bonds
- October 16<sup>th</sup> – School Board takes action on Ratifying Resolution
- November 15<sup>th</sup> – Closing
- February 1, 2019 – Payoff of 2009A and 2010C Issues

## Disclaimer:

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

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## **Budget Process Overview**

### **Step 1 – Enrollment Projections**

Projections are made for each school using progression ratios based on historical data of enrollment figures. For Kindergarten projections, we look at birth data from five years earlier.

### **Step 2 – Estimating Revenue**

The levy that was certified by the School Board in December is used to allocate levy dollars to restricted programs such as LTFM, Debt Service, Community Service, Operating Capital, and others. The balance goes to the General Fund.

The enrollment projections are used to calculate State Aid funds using the formula allowance adopted by the State legislature. Other revenues from the State are generated based on enrollment numbers, such as Compensatory Revenue. Some of the aid amounts are restricted as to their uses, for example staff development and operating capital. These have to be taken in to account when budgeting.

Restricted grant funds such as Title, Federal Special Education, Indian Education, etc. are estimated based on historical funding and information from State and Federal sources as to whether funds will increase, decrease, or remain the same.

### **Step 3 – How much do we have to work with?**

After estimating the revenue, we use current costs and forecasted increases of expenses to determine if we need to cut expenses or if we can make investments. These are brought to the School Board as considerations for approval.

### **Step 4 – Enrollment projections to principals**

Enrollment projections for each school are provided to the principals along with their discretionary fund amounts. The principals begin their staffing plans for the next school year.

### **Step 5 – Building the Budget Details**

Once principals have submitted their plans to administration, budgets for each school are compiled. While principals are working on their plans, budgets for other departments are built based on historical costs and future needs. These departments are Facilities, Transportation, Food Service, Business Services, Curriculum, Special Services, Community Services, and School Operations.

### **Step 6 – School Board Approval**

Once all the details are put together, it is brought to the School Board for approval in June.

## **Budget Update - May 2018**

### **Where are we in the process?**

As of this date, we are in Step 5.

Principals have received enrollment projections and are working on their plans.

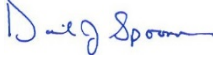
Budgets have been developed for Food Service, Debt Service, Trust, and Internal Service funds. Of the General Fund departments, budgets have been developed for Facilities, Transportation, School Board, Superintendent, Student Activities, Business Services, Curriculum, and Title programs.

In progress are school budgets based on plans developed by principals.

In progress are budgets for School Operations, Community Services, and other restricted funds for state grants.

# Memorandum

**To:** ISD 709 School Board  
Mr. Douglas Hasler, CFO/Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** April 28, 2018

**Re:** DRAFT FY19 TO FY28 LTFM TEN-YEAR PLAN

Please find attached a draft LTFM plan for FY19 through FY28. Please note that this plan contains bond payments through FY22, and select in-house salary and benefits through FY21.

This plan once finalized will be acted upon for approval at the July 17<sup>th</sup> 2018 School Board Meeting as required for submission to MDE.

## Attachments

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

5/2/2018 12:33 PM

**PROJECTS BY YEAR**

**JULY 1, 2019 TO JUNE 30, 2028**

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**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**BUDGET YEAR FY19**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE AS OF 7/1/2018</i>	<b>\$1,443,640</b>
	<i>LEVY FY 2017 (PAY 2018)</i>	<b>\$2,807,466</b>
	<i>TOTAL REVENUE</i>	<b>\$4,251,106</b>
DISTRICT WIDE	LTFMR Compliant In District Employee Salary and Benefit	\$1,000,000
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
LAKESWOOD	Roof System: Replace Roof	\$1,200,000
DENFELD	Boiler room isolation valve replacment	\$50,000
DENFELD	Repair/replace damaged and degraded sidewalks & concrete aprons	\$15,000
DENFELD	Repiar degraded running track PSS	\$20,000
HOCHS	HOCHS Professional Services Audit Mech/Elec/Arch	\$50,000
HOCHS	HOCHS Roof Tile Repair	\$40,000
LPMS	Repair failed pool basin finish and replace degraded filtration media	\$30,000
ORDEAN EAST	26 yr Old Gym Floor Refinish & Gym Curtain	\$100,000
ROCKRIDGE	Repair/replace damaged and degraded sidewalks	\$30,000
	<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$2,825,000</b>
DEBT SERVICE	Bond Repayment	\$810,000
	<b>TOTAL LTFM EXPENDITURES</b>	<b>\$3,635,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY20</b>	<b>\$616,106</b>
FUND 06	<b>LTFM BOND PROCEEDS FOR LAKEWOOD ROOF</b>	<b>\$1,200,000</b>

**BUDGET YEAR FY20**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2019</i>	<b>\$616,106</b>
	<i>LEVY 2018 (PAY FY 2019)</i>	<b>\$2,807,466</b>
	<i>TOTAL REVENUE</i>	<b>\$3,423,572</b>
DISTRICT WIDE	LTFMR Compliant In District Employee Salary and Benefit	\$1,000,000
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
DENFELD	Repair / Resurface Track	\$250,000
HOCHS	Fire Alarm Systems: Outdated System	\$250,000
ORDEAN EAST	Replace degraded pool filtration media	\$15,000
TRANSPORTATION	Roof System: Replace Roof	\$300,000
	<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$2,105,000</b>
DEBT SERVICE	Bond Repayment	\$810,000
	<b>TOTAL LTFM EXPENDITURES</b>	<b>\$2,915,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY21</b>	<b>\$508,572</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

5/2/2018 12:33 PM

**PROJECTS BY YEAR**

**JULY 1, 2019 TO JUNE 30, 2028**

231

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**BUDGET YEAR FY21**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2020</i>	<i>\$508,572</i>
	<i>LEVY 2019 (PAY FY 2020)</i>	<i>\$2,807,466</i>
	<i>TOTAL REVENUE</i>	<i>\$3,316,038</i>
DISTRICT WIDE	LTFMR Compliant In District Employee Salary and Benefit	\$1,000,000
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
HOMECROFT	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
ROCKRIDGE	Roof System: Replace Roof	\$800,000
	<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$2,390,000</b>
DEBT SERVICE	Bond Repayment	\$810,000
	<b>TOTAL LTFM EXPENDITURES</b>	<b>\$3,200,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY22</b>	<b>\$116,038</b>

**BUDGET YEAR FY22**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2021</i>	<i>\$116,038</i>
	<i>LEVY 2020 (PAY FY 2021)</i>	<i>\$2,807,466</i>
	<i>TOTAL REVENUE</i>	<i>\$2,923,504</i>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
DENFELD	Replace failed stairwell ceiling finishes	\$500,000
EAST HIGH SCHOOL	Roof System: Replace Roof - South Class Rooms 1994	\$350,000
EAST HIGH SCHOOL	Roof System: Replace Roof - Music Wing	\$200,000
LESTER PARK	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
STOWE	HVAC: Ductwork Cleaning	\$150,000
	<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$1,790,000</b>
DEBT SERVICE	Bond Repayment	\$810,000
	<b>TOTAL LTFM EXPENDITURES</b>	<b>\$2,600,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY23</b>	<b>\$323,504</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

5/2/2018 12:33 PM

**PROJECTS BY YEAR**

**JULY 1, 2019 TO JUNE 30, 2028**

232

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**BUDGET YEAR FY23**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2022</i>	\$323,504
	<i>LEVY 2021 (PAY FY 2022)</i>	\$2,807,466
	<i>TOTAL REVENUE</i>	\$3,130,970
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
CONGDON	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$750,000
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$900,000
CONGDON	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
HOMECROFT	Replace non supported and unserviceable access control components	\$50,000
LAKEWOOD	Replace non supported and unserviceable access control components	\$50,000
LOWELL	Replace non supported and unserviceable access control components	\$50,000
ORDEAN EAST	Exterior Door Replacement	\$200,000
STOWE	Replace non supported and unserviceable access control components	\$50,000
	<b>TOTAL LTFM/PROJECT EXPENDITURES</b>	<b>\$2,640,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY24</b>	<b>\$490,970</b>

**BUDGET YEAR FY24**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2023</i>	\$490,970
	<i>LEVY 2022 (PAY FY 2023)</i>	\$2,807,466
	<i>TOTAL REVENUE</i>	\$3,298,436
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
HOCHS	Roof System: Replace original Roof Slate 1926 Addition	\$3,000,000
HOCHS	Vehicular Paving: Resurface Asphalt Parking Lots	\$375,000
HOCHS	Repair/Replace Exterior Stairs	\$1,300,000
HOCHS	Exterior Doors: Replace Overhead Doors	\$70,000
HOCHS	Interior Doors: Replace Boiler Room Door	\$25,000
HOCHS	Superstructure: Replace Steel Beams under front entrance destroyed by corrosion	\$50,000
HOCHS	Repair/replace temperature control system	\$300,000
HOCHS	Hazardous Components: Abatement	\$150,000
HOCHS	Hazardous Components: Abatement	\$120,000
	<b>TOTAL LTFM/PROJECT EXPENDITURES</b>	<b>\$5,680,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY25</b>	<b>-\$2,381,564</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

5/2/2018 12:33 PM

**PROJECTS BY YEAR**

**JULY 1, 2019 TO JUNE 30, 2028**

233

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**BUDGET YEAR FY25**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2024</i>	<i>-\$2,381,564</i>
	<i>LEVY 2023 (PAY FY 2024)</i>	<i>\$2,807,466</i>
	<i>TOTAL REVENUE</i>	<i>\$425,902</i>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
HOCHS	Replace Concrete Roofing Tile	\$6,000,000
HOCHS	Roof replacement sections 2B, 7B,7C,8, Boiler Roof	\$190,000
	<b>TOTAL LTFM/PROJECT EXPENDITURES</b>	<b>\$6,480,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY26</b>	<b>-\$6,054,098</b>

**BUDGET YEAR FY26**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2025</i>	<i>-\$6,054,098</i>
	<i>LEVY 2024 (PAY FY 2025)</i>	<i>\$2,807,466</i>
	<i>TOTAL REVENUE</i>	<i>-\$3,246,632</i>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
EAST HIGH SCHOOL	Roof System: Replace Roof - Pool/Gym 1994 Addition	\$325,000
HOCHS	Service Tunnels: Floor Vapor Barrier	\$50,000
HOCHS	Superstructure: Patch Plaster at Exterior Walls	\$50,000
HOCHS	Exterior Restoration 1973 Addition (Loading Dock & roof level walls above)	\$750,000
HOCHS	Exterior restoration Clock Tower and Roof level chimneys	\$1,400,000
HOCHS	Exterior Wall Restoration 1926 Addition (Gym)	\$900,000
HOCHS	Demo Chimney	\$500,000
	<b>TOTAL LTFM/PROJECT EXPENDITURES</b>	<b>\$4,265,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY27</b>	<b>-\$7,511,632</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

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**PROJECTS BY YEAR**

**JULY 1, 2019 TO JUNE 30, 2028**

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**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**BUDGET YEAR FY27**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2026</i>	<i>-\$7,511,632</i>
	<i>LEVY FY 2025 (PAY FY 2026)</i>	<i>\$2,807,466</i>
	<i>TOTAL REVENUE</i>	<i>-\$4,704,166</i>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
HOCHS	Exterior Windows: Replace windows	\$1,800,000
HOCHS	Exterior Restoration North Wing	\$700,000
HOCHS	Exterior Restoration East Wing	\$700,000
HOCHS	Exterior Restoration West Wing	\$900,000
LAKEWOOD	Wall Finishes - Paint Interior	\$250,000
STOWE	Wall Finishes - Paint Interior	\$250,000
	<b>TOTAL LTFM/PROJECT EXPENDITURES</b>	<b>\$4,890,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY28</b>	<b>-\$9,594,166</b>

**BUDGET YEAR FY28**

SITE	WORK ITEM DESCRIPTION	ESTIMATED COST
	<i>FUND BALANCE 7/1/2027</i>	<i>-\$9,594,166</i>
	<i>LEVY 2026 (PAY FY 2027)</i>	<i>\$2,807,466</i>
	<i>TOTAL REVENUE</i>	<i>-\$6,786,700</i>
DISTRICT WIDE	Health and Safety Management	\$170,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$120,000
HOCHS	HVAC: Replace failed HVAC All Floors and Restore finishes	\$5,000,000
HOCHS	Ceiling Finishes: Replace 40yr old Acoustical Ceiling Tile	\$500,000
HOCHS	Hazardous Components: Abatement	\$400,000
HOMECROFT	Wall Finishes: Paint Interior	\$250,000
LOWELL	Wall Finishes: Paint Interior	\$250,000
	<b>TOTAL LTFM/PROJECT EXPENDITURES</b>	<b>\$6,690,000</b>
	<b>BALANCE AVAILABLE - FUND BALANCE FOR FY29</b>	<b>-\$13,476,700</b>

<b>TOTAL LEVY REVENUE FY19-FY28</b>	<b>\$28,074,660</b>
<b>TOTAL PROJECT EXPENDITURES FY19-FY28</b>	<b>\$39,755,000</b>
<b>TOTAL LTFM EXPENDITURES (INCLUDES BOND REPAYMENT FY19- FY22)</b>	<b>\$42,995,000</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY SITE**

**JULY 1, 2019 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**CONGDON ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY23	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$750,000
FY23	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$900,000
FY23	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	<b>FY23 TOTAL</b>	<b>\$1,950,000</b>
	<b>10 YR TOTAL</b>	<b>\$1,950,000</b>

**DENFELD HS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Boiler room isolation valve replacment	\$50,000
FY19	Repair/replace damaged and degraded sidewalks & concrete aprons	\$15,000
FY19	Repiar degraded running track PSS	\$20,000
	<b>FY19 TOTAL</b>	<b>\$85,000</b>
FY20	Repair / Resurface Track	\$250,000
	<b>FY20 TOTAL</b>	<b>\$250,000</b>
FY22	Replace failed stairwell celing finishes	\$500,000
	<b>FY22 TOTAL</b>	<b>\$500,000</b>
	<b>10 YR TOTAL</b>	<b>\$835,000</b>

**DISTRICT WIDE**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	LTFMR Compliant In District Emplolyee Salary and Benefit	\$1,000,000
FY19	Health and Safety Management	\$170,000
FY19	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY19 TOTAL</b>	<b>\$1,290,000</b>
FY20	LTFMR Compliant In District Emplolyee Salary and Benefit	\$1,000,000
FY20	Health and Safety Management	\$170,000
FY20	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY20 TOTAL</b>	<b>\$1,290,000</b>
FY21	LTFMR Compliant In District Emplolyee Salary and Benefit	\$1,000,000
FY21	Health and Safety Management	\$170,000
FY21	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY21 TOTAL</b>	<b>\$1,290,000</b>
FY22	Health and Safety Management	\$170,000
FY22	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY22 TOTAL</b>	<b>\$290,000</b>
FY23	Health and Safety Management	\$170,000
FY23	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY23 TOTAL</b>	<b>\$290,000</b>
FY24	Health and Safety Management	\$170,000
FY24	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY24 TOTAL</b>	<b>\$290,000</b>
FY25	Health and Safety Management	\$170,000
FY25	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY25 TOTAL</b>	<b>\$290,000</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY SITE**

**JULY 1, 2019 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**DISTRICT WIDE**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY26	Health and Safety Management	\$170,000
FY26	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY26 TOTAL</b>	<b>\$290,000</b>
FY27	Health and Safety Management	\$170,000
FY27	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY27 TOTAL</b>	<b>\$290,000</b>
FY28	Health and Safety Management	\$170,000
FY28	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY28 TOTAL</b>	<b>\$290,000</b>
	<b>10 YR TOTAL</b>	<b>\$5,900,000</b>

**EAST HS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY22	Roof System: Replace Roof - South Class Rooms 1994	\$350,000
FY22	Roof System: Replace Roof - Music Wing	\$200,000
	<b>FY22 TOTAL</b>	<b>\$550,000</b>
FY26	Roof System: Replace Roof - Pool/Gym 1994 Addition	\$325,000
	<b>FY26 TOTAL</b>	<b>\$325,000</b>
	<b>10 YR TOTAL</b>	<b>\$875,000</b>

**HOCHS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	HOCHS Professional Services Audit Mech/Elec/Arch	\$50,000
FY19	HOCHS Roof Tile Repair	\$40,000
	<b>FY19 TOTAL</b>	<b>\$90,000</b>
FY20	Fire Alarm Systems: Outdated System	\$250,000
	<b>FY20 TOTAL</b>	<b>\$250,000</b>
FY24	Roof System: Replace original Roof Slate 1926 Addition	\$3,000,000
FY24	Vehicular Paving: Resurface Asphalt Parking Lots	\$375,000
FY24	Repair/Replace Exterior Stairs	\$1,300,000
FY24	Exterior Doors: Replace Overhead Doors	\$70,000
FY24	Interior Doors: Replace Boiler Room Door	\$25,000
FY24	Superstructure: Replace Steel Beams under front entrance destroyed by corrosion	\$50,000
FY24	Repair/replace temperature control system	\$300,000
FY24	Hazardous Components: Abatement	\$150,000
FY24	Hazardous Components: Abatement	\$120,000
	<b>FY24 TOTAL</b>	<b>\$5,390,000</b>
FY25	Replace Concrete Roofing Tile	\$6,000,000
FY25	Roof replacement sections 2B, 7B,7C,8, Boiler Roof	\$190,000
	<b>FY25 TOTAL</b>	<b>\$6,190,000</b>
FY26	Service Tunnels: Floor Vapor Barrier	\$50,000
FY26	Superstructure: Patch Plaster at Exterior Walls	\$50,000

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY SITE**

**JULY 1, 2019 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**HOCHS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY26	Exterior Restoration 1973 Addition (Loading Dock & roof level walls above)	\$750,000
FY26	Exterior restoration Clock Tower and Roof level chimneys	\$1,400,000
FY26	Exterior Wall Restoration 1926 Addition (Gym)	\$900,000
FY26	Demo Chimney	\$500,000
	<b>FY26 TOTAL</b>	<b>\$3,650,000</b>
FY27	Exterior Windows: Replace windows	\$1,800,000
FY27	Exterior Restoration North Wing	\$700,000
FY27	Exterior Restoration East Wing	\$700,000
FY27	Exterior Restoration West Wing	\$900,000
	<b>FY27 TOTAL</b>	<b>\$4,100,000</b>
FY28	HVAC: Replace failed HVAC All Floors and Restore finishes	\$5,000,000
FY28	Ceiling Finishes: Replace 40yr old Acoustical Ceiling Tile	\$500,000
FY28	Hazardous Components: Abatement	\$400,000
	<b>FY28 TOTAL</b>	<b>\$5,900,000</b>
	<b>10 YR TOTAL</b>	<b>\$25,570,000</b>

**HOMECROFT ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY21	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	<b>FY21 TOTAL</b>	<b>\$300,000</b>
FY23	Replace non supported and unserviceable access control components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
FY28	Wall Finishes: Paint Interior	\$250,000
	<b>FY28 TOTAL</b>	<b>\$250,000</b>
	<b>10 YR TOTAL</b>	<b>\$600,000</b>

**LAKWOOD ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Roof System: Replace Roof	\$1,200,000
	<b>FY19 TOTAL</b>	<b>\$1,200,000</b>
FY23	Replace non supported and unserviceable access control components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
FY27	Wall Finishes - Paint Interior	\$250,000
	<b>FY27 TOTAL</b>	<b>\$250,000</b>
	<b>10 YR TOTAL</b>	<b>\$1,500,000</b>

**LESTER PARK ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY22	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	<b>FY22 TOTAL</b>	<b>\$300,000</b>
	<b>10 YR TOTAL</b>	<b>\$300,000</b>

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY SITE**

**JULY 1, 2019 TO JUNE 30, 2028**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 17, 2018**

**LINCOLN PARK MS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Repair failed pool basin finish and replace degraded filtration media	\$30,000
	<b>FY19 TOTAL</b>	<b>\$30,000</b>
	<b>10 YR TOTAL</b>	<b>\$30,000</b>

**LOWELL ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY23	Replace non supported and unserviceable access control components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
FY28	Wall Finishes: Paint Interior	\$250,000
	<b>FY28 TOTAL</b>	<b>\$250,000</b>
	<b>10 YR TOTAL</b>	<b>\$300,000</b>

**ORDEAN MS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	26 yr Old Gym Floor Refinish & Gym Curtain	\$100,000
	<b>FY19 TOTAL</b>	<b>\$100,000</b>
FY20	Replace degraded pool filtration media	\$15,000
	<b>FY20 TOTAL</b>	<b>\$15,000</b>
FY23	Exterior Door Replacement	\$200,000
	<b>FY23 TOTAL</b>	<b>\$200,000</b>
	<b>10 YR TOTAL</b>	<b>\$315,000</b>

**ROCKRIDGE**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY19	Repair/replace damaged and degraded sidewalks	\$30,000
	<b>FY19 TOTAL</b>	<b>\$30,000</b>
FY21	Roof System: Replace Roof	\$800,000
	<b>FY21 TOTAL</b>	<b>\$800,000</b>
	<b>10 YR TOTAL</b>	<b>\$830,000</b>

**STOWE ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY22	HVAC: Ductwork Cleaning	\$150,000
	<b>FY22 TOTAL</b>	<b>\$150,000</b>
FY23	Replace non supported and unserviceable access control components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
FY27	Wall Finishes - Paint Interior	\$250,000
	<b>FY27 TOTAL</b>	<b>\$250,000</b>
	<b>10 YR TOTAL</b>	<b>\$450,000</b>

**TRANSPORTATION**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED COST
FY20	Roof System: Replace Roof	\$300,000
	<b>FY20 TOTAL</b>	<b>\$300,000</b>
	<b>10 YR TOTAL</b>	<b>\$300,000</b>

**TOTAL LTFM PROJECT EXPENDITURES \$39,755,000**