

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, June 19, 2018

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Financial Report

- | | |
|--|-----------|
| A. <u>Financial Report</u> | <u>5</u> |
| B. <u>Approval of Payment of Claims</u> - Attached as an "extra" | |
| C. <u>Budget Revisions</u> | <u>15</u> |
| D. <u>Wire Transfers</u> | <u>17</u> |
| E. <u>Investment Transactions</u> | <u>18</u> |
| F. <u>APU Projections</u> | <u>19</u> |
| G. <u>Fundraisers</u> | <u>20</u> |

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

- | | |
|---|-----------|
| A. Bids - None | |
| B. <u>RFPs</u> | |
| 1) <u>RFP - 309 Vehicle Fuel Requirements</u> | <u>21</u> |

Request for Proposals for the purchase of district-wide vehicle fuel requirements were advertised in the Duluth News Tribune and submitted to two (2) area vendors. The total is for twelve (12) month period from July 1, 2018 through June 30, 2019 and is based on an estimated 72,000 gallon usage.

The overall contract period of July 1, 2018 through June 30, 2022, with annual renewals each July 1st by mutual agreement of both parties. The basis for renewal is (1) compliance with original RFP specifications and (2) vendor's ability to provide service as required.

Recommendation: It is recommended that the RFP meeting specifications as submitted by Holiday Station Stores, with annual renewals through June 30, 2022, in the total estimated amount of \$185,788.76, be accepted.

- | | |
|---|-----------|
| C. <u>Quotes</u> | |
| 1) <u>Quote 4291 - PRI Circuits, DID Services, and Other Calling Services</u> | <u>24</u> |
| Quotes for primary rate interface (PRI) circuits and direct inward dial (DID) service numbers for the district-wide IP telephony system (VOIP) were sent to eight (8) vendors. Five (5) quotes were received. | |

Recommendation: It is recommended that the Duluth School Board accept the low quote meeting specification as submitted by Spectrum Enterprise in the amount of \$54,731.95.

3. Policies and Regulations

A. New Policy 103 - Complaints-Students, Employees, Parents, Other Persons 26

Attached is MSBA model policy 103 - Complaints-Students, Employees, Parents, Other Persons. This policy would replace current district policy 1090 - Complaints Concerning School Personnel.

Recommendation: It is recommended that the Duluth School Board approve new policy 103 - first reading.

B. Delete Policy 1090 - Complaints Concerning School Personnel 28

In moving to MSBA model policies, administration is recommending the deletion of policy 1090 which will be replaced with MSBA policy 103.

Recommendation: It is recommended that the Duluth School Board approve the deletion of policy 1090 - first reading.

C. New Policy 110 - Duluth Public Schools Website Accessibility Policy

As part of the Web Content Accessibility Guidelines (WCAG) 2.0 specification to make school websites accessible and ADA compliant, Duluth Public Schools is required to have and make public its Web Accessibility Policy.

Recommendation: Administration is recommending that the Duluth School Board postpone new policy 110.

4. Contracts, Change Orders, and Leases

A. Contracts

1) Fueleducation 29

Attached is a contract with Fueleducation for online educational products and services in the amount of \$30,000.00 for the period of August 13, 2018 through August 12, 2019.

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

2) Duluth Community School Collaborative (DCSC) and Duluth Public Schools for Collaborative Positions at Myers-Wilkins Elementary and Denfeld High School. 39

Attached is an agreement with DCSC in the amount of \$113,000.00 for the 2018-19 school year (MWES for \$63,000 and DHS for \$50,000).

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

3) PMA 42

Attached is a contract with PMA to authorize moving forward with bond refunding.

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

B. Change Orders

1) PLACEHOLDER - Other Change Orders

C. Leases1) PLACEHOLDER - The Hills5. ResolutionsA. B-6-18-3558 - Acceptance of Donations 53

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-18-3558.

B. B-6-18-3559 - Lead in Water Program 56

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-18-3559.

C. B-6-18-3560 - Granting Permanent Easement to the City of Duluth for Street and Utility Purposes at Lower Restormel Alley Near Lincoln Park Middle School 271

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-18-3560.

D. B-6-18-3561 - Granting Permanent Easement to the City of Duluth for Street and Utility Purposes at Upper Restormel Alley Near Lincoln Park Middle School 276

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-18-3561.

E. B-6-18-3562 - Minnesota State High School League (MSHSL) Resolution for Membership 281

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-18-3562.

F. B-6-18-3563 - Converting Voter Approved Referendum Authority to Board Approved Referendum Authority - **POSTPONED DEFINITELY until July 2018 Board meeting** 284

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-18-3563.

G. B-6-18-3564 - Adoption of FY19 Budget - **POSTPONED DEFINITELY until the Special Board meeting on June 28, 2018** 286

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-18-3564.

H. PLACEHOLDER - Sale of Property6. Informational - These items are provided for informational purposes only; no action is required.A. Expenditure Contracts 287

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of May 2018.

B. Extension or Renewal Contracts - None

C. <u>Revenue Contracts</u>	<u>328</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of May 2018.	
D. <u>No Cost Contracts</u>	<u>355</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of May 2018.	
E. <u>Change Orders Signed</u> - None	
F. <u>Facilities Management & Capital Project Status Report</u>	<u>371</u>
G. <u>Levy Referendum Update</u>	
H. <u>Legislative Platform Update</u> - "New" means not listed on last month's report	<u>373</u>
I. <u>Property Sale Updates</u>	<u>385</u>
7. <u>Future Items</u>	
A. Policy Updates	
B. Property/Liability/Auto Insurance Renewal (July 2018)	
C. Annual LTFM Review and Approval (July 2018)	
D. Annual Review of Grants and Donations (August 2018)	
E. Little Lynx Lakewood Lease	

Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 04/30/18

	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 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
Receivables (increase)/decrease -	(2,029)	(11,262)	(3,790)	12,939	(10)	-	-	(0)	-	93	-
Payables increase/(decrease) -	(23,586)	(173,369)	32,871	13,050	79,682	24,180	-	-	-	-	-
Revenues increase/(decrease) -	10,995,184	9,035,435	168,210	559,627	530,861	177,724	2,413	443,531	2,184	75,200	-
Expenditures (increase)/decrease -	(8,505,079)	(6,813,210)	(400,638)	(549,886)	(565,023)	(103,528)	(1,975)	-	-	(70,819)	-
Cash and investments 4/30/2018	\$ 94,450,041	\$ 15,290,898	\$ 815,692	\$ (3,563,815)	\$ 2,487,173	\$ (2,112,979)	\$ 1,843,801	\$ 76,299,460	\$ 1,767,285	\$ 383,478	\$ 1,239,048

		General Fund Apr-18			Percent of year	83.33%
		FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy		\$ 11,837,362	\$ 12,754,843	\$ 12,754,843	\$ 917,481	7%
State aids		57,113,750	69,511,831	67,997,609	10,883,859	16%
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		1,490,989	2,600,290	2,738,132	1,247,143	46%
Student Activities		789,458	1,588,815	1,588,815	799,357	50%
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Total Revenue		\$ 87,026,303	\$ 104,767,715	\$ 103,996,397	\$ 16,970,094	16%
Expenditures						
010-050 Administration		\$ 3,659,693	\$ 4,851,576	\$ 4,935,019	\$ 1,275,326	26%
105-110 District Support Services		4,608,714	4,125,095	5,284,775	676,061	13%
200-298 Elem & Secondary Reg		26,900,627	39,409,259	39,473,457	12,572,830	32%
300-380 Vocational Education		1,052,886	1,776,536	1,782,487	729,601	41%
400-422 Special Education		16,447,470	20,987,741	21,090,671	4,643,201	22%
505-590 Community Education						
605-640 Instructional Support		2,669,878	3,841,446	4,278,722	1,608,844	38%
710-770 Pupil Support		6,789,348	8,379,892	8,408,276	1,618,928	19%
805-865 Sites and Buildings		11,613,789	16,088,573	14,164,547	2,550,758	18%
910-940 Fiscal & Other Fixed		2,000,913	3,980,000	3,921,272	1,920,359	49%
Student Activities		574,499	1,588,815	1,588,815	1,014,316	64%
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Total Expenditures		\$ 76,317,817	\$ 105,028,933	\$ 104,928,041	\$ 28,610,224	27%
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Excess Rev Over (Under)		\$ 10,708,486	\$ (261,218)	\$ (931,644)	\$ (11,640,130)	

Percent of year **83.33%**

**General Fund Unrestricted
Apr-18**

	FY18	FY 18 Budget		Revised	Percent
	Actual	FY18 Adopted	FY18 Revised	Budget Balance	Budget Remaining
Revenues					
Levy	\$ 9,460,395	\$ 10,193,456	\$ 10,193,456	\$ 733,061	7%
State aids	56,195,353	59,580,720	57,906,076	1,710,723	3%
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	973,178	2,093,054	2,139,407	1,166,229	55%
Student Activities	789,458	1,588,815	1,588,815	799,357	50%
Total Revenue	\$ 80,247,556	\$ 85,958,230	\$ 84,848,539	\$ 4,600,983	5%
Expenditures					
010-050 Administration	\$ 3,659,693	\$ 4,851,576	\$ 4,935,019	\$ 1,275,326	26%
105-110 District Support Services	4,474,790	3,930,095	5,138,515	663,725	13%
200-298 Elem & Secondary Reg	19,992,557	27,943,028	28,101,380	8,108,823	29%
300-380 Vocational Education	734,253	1,644,985	1,644,985	910,732	55%
400-422 Special Education	14,595,172	18,374,892	18,420,492	3,825,320	21%
505-590 Community Education					
605-640 Instructional Support	990,280	1,495,058	1,466,932	476,652	32%
710-770 Pupil Support	6,662,020	8,379,892	8,369,892	1,707,872	20%
805-865 Sites and Buildings	9,934,125	14,031,107	12,107,081	2,172,956	18%
910-940 Fiscal & Other Fixed	2,000,913	3,980,000	3,921,272	1,920,359	49%
Student Activities	574,499	1,588,815	1,588,815	1,014,316	64%
Total Expenditures	\$ 63,618,302	\$ 86,219,448	\$ 85,694,383	\$ 22,076,081	26%
Excess Rev Over (Under)	\$ 16,629,254	\$ (261,218)	\$ (845,844)	\$ (17,475,098)	

Percent of year **83.33%**

**General Fund Restricted
Apr-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
Revenues					
Levy	\$ 2,376,967	\$ 2,561,387	\$ 2,561,387	\$ 184,420	7%
State aids	918,397	9,931,111	10,091,533	9,173,136	91%
Special ED (fin 740)	-	-	-	-	
Federal	2,965,572	5,809,751	5,896,213	2,930,641	50%
Other	-	-	-	-	
Other Local	517,811	507,236	598,725	80,914	14%
Student Activities	-	-	-	-	
Total Revenue	\$ 6,778,747	\$ 18,809,485	\$ 19,147,858	\$ 12,369,111	65%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	133,924	195,000	146,260	12,336	8%
200-298 Elem & Secondary Reg	6,908,070	11,466,231	11,372,077	4,464,007	39%
300-380 Vocational Education	318,633	131,551	137,502	(181,131)	-132%
400-422 Special Education	1,852,298	2,612,849	2,670,179	817,881	31%
505-590 Community Education					
605-640 Instructional Support	1,679,598	2,346,388	2,811,790	1,132,192	40%
710-770 Pupil Support	127,328	-	38,384	(88,944)	
805-865 Sites and Buildings	1,679,664	2,057,466	2,057,466	377,802	18%
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 12,699,515	\$ 18,809,485	\$ 19,233,658	\$ 6,534,143	34%
Excess Rev Over (Under)	\$ (5,920,768)	\$ -	\$ (85,800)	\$ 5,834,968	

Percent of year **83.33%**

**Food Service Fund
Apr-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	152,548	190,000	190,000	37,452	20%
Special ED (fin 740)	-	-	-	-	
Federal	1,488,254	2,371,000	2,385,400	897,146	38%
Other	1,048,032	6,000	1,205,000	156,968	13%
Other Local	6,870		6,000	(870)	
Student Activities	-	-	-	-	
Total Revenue	\$ 2,695,704	\$ 2,567,000	\$ 3,786,400	\$ 1,090,696	29%
Expenditures					
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	2,909,624	4,156,362	4,178,604	1,268,980	30%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
Total Expenditures	\$ 2,909,624	\$ 4,156,362	\$ 4,178,604	\$ 1,268,980	30%
Excess Rev Over (Under)	\$ (213,920)	\$ (1,589,362)	\$ (392,204)	\$ (178,284)	

Percent of year **83.33%**

**Community Service Fund
Apr-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
Revenues					
Levy	\$ 993,625	\$ 953,547	\$ 953,547	\$ (40,078)	-4%
State aids	2,127,743	2,414,390	2,426,822	299,079	12%
Special ED (fin 740)	-	-	-	-	
Federal	1,432,283	1,951,071	1,999,799	567,516	28%
Other	-	-	-	-	
Other Local	1,730,149	1,770,000	1,780,000	49,851	3%
Student Activities	-	-	-	-	
Total Revenue	\$ 6,283,800	\$ 7,089,008	\$ 7,160,168	\$ 876,368	-617%
Expenditures					
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	5,261,431	7,330,892	7,412,052	2,150,621	29%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 5,261,431	\$ 7,330,892	\$ 7,412,052	\$ 2,150,621	29%
Excess Rev Over (Under)	\$ 1,022,369	\$ (241,884)	\$ (251,884)	\$ (1,274,253)	

Percent of year **83.33%**

**Capital Projects Fund
Apr-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	3,638,395	3,600,000	3,600,000	(38,395)	-1%
Other Local	12,051	-	-	(12,051)	
Student Activities	-	-	-	-	
Total Revenue	\$ 3,650,446	\$ 3,600,000	\$ 3,600,000	\$ (50,446)	-1%
Expenditures					
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	1,768,436	3,600,000	3,600,000	1,831,564	51%
910-940 Fiscal & Other Fixed Student Activities	38,395	-	-	(38,395)	
Total Expenditures	\$ 1,806,831	\$ 3,600,000	\$ 3,600,000	\$ 1,793,169	50%
Excess Rev Over (Under)	\$ 1,843,615	\$ -	\$ -	\$ (1,843,615)	

Percent of year **83.33%**

**Debt Service Fund
Apr-18**

	FY18 Actual	FY 18 Budget		Revised Budget Balance	Percent Budget Remaining
		FY18 Adopted	FY18 Revised		
Revenues					
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	885,637	885,162	885,162	(475)	0%
Other	7,195	-	-	(7,195)	
Other Local	1,931,457	1,000,000	1,000,000	(931,457)	-93%
Student Activities	-	-	-	-	
Total Revenue	\$ 22,243,358	\$ 22,686,699	\$ 22,686,699	\$ 443,341	2%
Expenditures					
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	74,053,971	(894,308)	-1%
Total Expenditures	\$ 74,948,279	\$ 30,808,971	\$ 74,053,971	\$ (894,308)	-1%
Excess Rev Over (Under)	\$ (52,704,921)	\$ (8,122,272)	\$ (51,367,272)	\$ 1,337,649	

Percent of year **83.33%**

**Trust Fund
Apr-18**

	FY18 Actual	FY 18 Budget FY18 Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	14,182	212,650	212,650	198,468	93%
Student Activities	-	-	-	-	
Total Revenue	\$ 14,182	\$ 212,650	\$ 212,650	\$ 198,468	93%
Expenditures					
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	-	-	-	-	
Total Expenditures	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	0%
Excess Rev Over (Under)	\$ (235,818)	\$ (37,350)	\$ (37,350)	\$ 198,468	

Percent of year **83.33%**

**Internal Service Fund
Apr-18**

	FY18 Actual	FY 18 Budget FY18 Adopted	FY18 Revised	Revised Budget Balance	Percent Budget Remaining
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	796,092	815,000	815,000	18,908	2%
Student Activities	-	-	-	-	
Total Revenue	\$ 796,092	\$ 815,000	\$ 815,000	\$ 18,908	2%
Expenditures					
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	575,379	778,000	778,000	202,621	26%
Total Expenditures	\$ 575,379	\$ 778,000	\$ 778,000	\$ 202,621	26%
Excess Rev Over (Under)	\$ 220,713	\$ 37,000	\$ 37,000	\$ (183,713)	

Duluth Public Schools
Budget Revisions Fiscal Year Ending June 30, 2018
Period Ending April 30, 2018

Revenues	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 03/31/18	\$74,449,523	\$17,090,390	\$3,786,400	\$6,022,986	\$7,170,168	\$4,844,683	\$3,600,000	\$22,686,699	\$212,650	\$815,000	\$1,588,815	\$142,267,314
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Revised Budget, 04/30/18	74,449,523	17,090,390	3,786,400	6,022,986	7,170,168	4,844,683	3,600,000	22,686,699	212,650	815,000	1,588,815	142,267,314

Duluth Public Schools
Budget Revisions Fiscal Year Ending June 30, 2018
Period Ending April 30, 2018

Expenditures	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 03/31/18	71,802,761	17,166,190	4,178,604	6,461,058	7,412,052	7,899,214	3,600,000	30,808,971	250,000	778,000	1,588,815	151,945,664
Adjust MA Budget		10,000										10,000
Adjust Debt Service								43,245,000				43,245,000
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Revised Budget, 04/30/18	71,802,761	17,176,190	4,178,604	6,461,058	7,412,052	7,899,214	3,600,000	74,053,971	250,000	778,000	1,588,815	195,200,664
Operating Transfers - in						3,371,085						3,371,085
Operating Transfers - out	(3,371,085)											(3,371,085)
Net	(724,322)	(85,800)	(392,204)	(438,072)	(241,884)	316,554	-	(51,367,272)	(37,350)	37,000	-	(52,933,350)

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 04/30/2018

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
04/06/2018	V109781	AFSCME MN COUNCIL 5 EFT	14,226.22
04/06/2018	V106466	CITISTREET FOR MSRS	1,812.92
04/06/2018	V79764	DULUTH FEDERATION OF TEA	34,851.09
04/06/2018	V106637	EBC - FLEX EFT	11,398.23
04/06/2018	V106636	EBC - TSA EFT	63,982.52
04/06/2018	V79771	EDUCATION MN CLERICAL EFT	1,243.54
04/06/2018	V102915	FEDERAL 941 PR TAXES	561,466.03
04/06/2018	V107231	HARBOR POINTE CREDIT UNION	8,189.00
04/06/2018	V108066	MG TRUST	129,840.11
04/06/2018	V05173	MN CHILD SUPPORT EFT	1,363.23
04/06/2018	V108320	MN DEPT OF REVENUE EFT	586.89
04/06/2018	V102916	MN STATE PR TAXES	97,677.10
04/06/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	98,222.86
04/06/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	263,759.48
04/06/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,621,898.47
04/20/2018	V79764	DULUTH FEDERATION OF TEA	34,921.78
04/20/2018	V106637	EBC - FLEX EFT	11,398.23
04/20/2018	V106636	EBC - TSA EFT	62,541.23
04/20/2018	V79771	EDUCATION MN CLERICAL EFT	1,320.31
04/20/2018	V102915	FEDERAL 941 PR TAXES	525,404.00
04/20/2018	V107231	HARBOR POINTE CREDIT UNION	8,214.00
04/20/2018	V108066	MG TRUST	131,212.36
04/20/2018	V05173	MN CHILD SUPPORT EFT	1,368.31
04/20/2018	V108320	MN DEPT OF REVENUE EFT	187.21
04/20/2018	V102916	MN STATE PR TAXES	91,591.35
04/20/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	80,458.47
04/20/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	260,367.04
04/20/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,516,336.15
04/30/2018	V06645	MEDICA HEALTH PLAN (EFT)	180,521.60
04/30/2018	V106638	PEIP - HLTH EFT	1,288,335.96
04/30/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	70,819.12
04/30/2018	V104923	HARRIS BANK	26,780.46
04/30/2018	V100499	MN DEPT OF REVENUE EFT	128.00
			7,202,423.27

ISD 709 - Duluth Public Schools
GF Investment Activity for FY 2018
As of April 30, 2018

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

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)	
4/25/2018	Capital One Natl McLean VA	MBS	6/29/2018	1.45%	248,930.28
4/25/2018	Capital One Bk Glen Allen VA	MBS	6/29/2018	1.45%	248,930.28

Total Purchases \$ **497,860.56**

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)	
------	--------	--------	---------	----------------	--

Total Maturities \$ **-**

Other items:

Add:	Money Market Funds Interest (Apr)				\$ 88.06
	Beginning Value Adjustment				
	Other Interest/Cash Balance on Account (Reverse)				

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

Total Other \$ **88.06**

Ending Investment Balance (April 30, 2018) \$ **719,779.83**

Note: Ending Investment Balance as of April 30, 2017 was \$1,320,257.60

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

						MFR EOY APU
Grade Levels	Jun Enrollment	Progression to PU	Projected PU	PUW	Projected APU	1617
KG	605.42	1.0076711783	610.06	1.00	610.06	546.04
HK	83.00	0.9495739210	78.81	1.00	78.81	59.83
Gr 1-3	1850.00	0.9970037299	1844.46	1.00	1844.46	1921.71
Gr 4-6	1806.17	0.9841755075	1777.59	1.00	1777.59	1720.39
Gr 7-8	1200.44	0.9649434486	1158.36	1.20	1390.03	1342.01
Gr 9-12	2639.12	0.9692625413	2558.00	1.20	3069.60	3091.88
Sub-Total	8184.15		8027.28		8770.55	8681.86
Other APU Generators						
Early Childhood	Jun Enrollment	Progression to PU	Projected PU	PUW	Projected APU	95.08
Early Childhood	278	0.3473041320	96.55	1.000	96.55	95.08
Early Childhood Details	Final Count	June 1 Count	Final PU			
13-14	368	206	83.09			
14-15	371	259	93.34			
15-16	367	252	86.97			
16-17	384	268	95.08			
17-18*		278	96.55			
Resident Tuition**						
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					
ALC						
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					
Projected Total APU					8867.10	8776.94
Budgeted APU					8811.40	
Net					55.70	

* 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 May 2018

School	Organization	Description
Lester Park	School-Wide	Box Tops for Education
Ordean East	Physical Education	Box Tops for Education (monies used to repair/order new equipment for PhyEd dept)

INDEPENDENT SCHOOL DISTRICT NO. 709
 Duluth Public Schools
 Historic Old Central High School – 215 N. First Avenue E.
 Duluth, MN. 55802-2069
 218-336-8738

MEMORANDUM

TO: Doug Hasler, Director of Business Services/CFO
FROM: Tony Kelekovich, ^{rw} Supervisor of Purchasing
SUBJECT: RFP-309 VEHICLE FUEL REQUIREMENTS
DATE: May 25, 2018

Request for Proposals for the purchase of district-wide vehicle fuel requirements were advertised in the Duluth News Tribune and submitted to two (2) area vendors. The total is for a twelve (12) month period July 1, 2018 through June 30, 2019 and is based on an estimated 72,000 gallon usage.

The overall contract period is July 1, 2018 through June 30, 2022 with renewals annually July 1st of each year by mutual agreement of both parties. The basis for renewal is compliance with original RFP specifications and vendor's ability to provide service as required.

The responses were analyzed by Mike Johnson, Transportation and Tony Kelekovich, Purchasing:

<u>EST. ANNUAL USAGE:</u>	<u>FUEL TYPE:</u>	<u>HOLIDAY STATION STORES</u>	<u>KWIK TRIP</u>
12,000 gals.	Unleaded	\$ 28,090.56	\$ 28,375.20
60,000 gals.	Diesel	\$ 158,698.20	\$ 158,238.00
<u>TOTAL ESTIMATED AMOUNT:</u>		\$ 186,788.76	\$ 186,613.20

Note: Holiday Station Stores is our current supplier and has provided service that complies with the requirements.

It is recommended that the RFP meeting specifications as submitted by **Holiday Station Stores** in the total estimated amount of **\$186,788.76** be accepted.

Fund Custodian: Transportation: 03-760-013-720-000-1442.00
 Maintenance: 01-810-015-000-000-1442.00
 Central Receiving: 01-135-012-000-000-1442.00

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-309 VEHICLE FUEL REQUIREMENTS

RECAP

VENDOR:

AMOUNT:

HOLIDAY STATION STORES
BLOOMINGTON, MN

\$ 186,788.76

KWIK TRIP INC
LACROSSE WI

\$ 186,613.20

May 24, 2018

To: Tony Kelekovich
Supervisor of Purchasing

From: Mike Johnson
Transportation Manager

Subject: RFP-309 Vehicle Fuel Requirements

ISD 709 received proposals on May 1, 2018, for its school bus and maintenance vehicle fleets. In order to fulfill the fueling needs of the district, there were several key items that would be considered per the award criteria:

- Fueling at vendor locations with pump/store locations located throughout the city of Duluth
- Number of stores participating and hours of operation
- Product availability (gas, diesel #1, diesel #2 and winter blend)
- Accessibility to all ISD 709 vehicles and meets height restrictions (12 feet minimum)
- Total cost per gallon in excess of the Husky Refinery in Superior base rack price, applicable state tax, inspection fees, freight costs and all other fees
- Fleet management program with the option to utilize fuel or fleet cards

There were two competitive responses to the RFP, one from Kwik Trip Stores and one from Holiday Station Stores (the incumbent fuel vendor). All of the criteria listed above were considered in the analysis of the responses. The majority of district fueling involves thirty-five (35) district-owned school buses and vans. It is important that the fueling facility is near the district Transportation facility at 3200 W. Superior St. It is also important that the main school bus fueling site is safe, accessible, easy to enter and exit the fuel island, and offers all requested grades of diesel fuel. Stores accessible for maintenance and other district vehicles should be located district-wide.

Holiday – 3931 W 1st St

- Proximity for bus fueling - .8 miles one way
- Safe, accessible fuel island and ample parking
- Facility meets height restriction minimums
- Offers all fuel types requested, including winter blend
- Diesel exhaust fluid is available at the pump
- 9 stations accessible to the rest of district fleet including maintenance trucks and vans which are distributed across the city of Duluth
- Fleet management system meets criteria

Kwik Trip – 6516 Grand Ave

- Proximity for bus fueling – 2.8 miles one way
- Safe, accessible fuel island and ample parking
- Facility meets height restriction minimum
- Offers gas, diesel #1, diesel #2 – does not indicate winter blend at this station
- 4 stations accessible to the rest of district fleet including maintenance trucks and vans – three stations are west and one is centrally located – there are no stations east
- Fleet management system meets criteria

Based upon the main store proximity to the Transportation bus facility, availability of winter blend, number of additional locations for fueling, and previous success with the vendor, I recommend that we award the RFP to Holiday Station Stores.

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

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MEMORANDUM

To: Doug Hasler, CFO/Executive Director of Business Services
From: Tony Kelekovich, ^{TK}Supervisor of Purchasing
Subject: Quote-4291 PRI Circuits, DID Services, and Other Calling Services
Date: June 7, 2018

Quotes for primary rate interface (PRI) circuits and direct inward dial (DID) service numbers for the district-wide IP telephony system (VOIP) were sent to eight (8) vendors. Five (5) quotes were received. Based upon six (6) PRI circuits, 1398 DID service numbers, and other calling services, the results for a twenty-three (23) month contract are as follows:

<u>VENDOR</u>	<u>TOTAL</u>
SPECTRUM ENTERPRISE	\$ 54,731.95
CONSOLIDATED COMMUNICATIONS	\$ 57,763.39
NEXTERA COMMUNICATIONS	\$ 61,588.58
CENTURYLINK	\$ 71,790.46
TDS SOLUTIONS	\$ 83,030.00

The Technology Department (Bart Smith) and the Purchasing Department (Tony Kelekovich) analyzed the quotes.

Bart Smith, Manager of Technology, recommends accepting the low quote meeting specification as submitted by Spectrum Enterprise in the amount of \$ 54,731.95.

Fund: 1-108-012-000-000-1320.00

Program: Technology

Fund Custodian: Bart Smith/Technology

VENDOR LIST/TABULATION

QUOTE-4291
PRI CIRCUITS, DID SERVICES, AND OTHER CALLING SERVICES

CENTURYLINK MINNEAPOLIS MN	\$ 71,790.46
CONSOLIDATED COMMUNICATIONS HERMANTOWN MN	\$ 57,763.39
NEXTERA COMMUNICATIONS DULUTH MN	\$ 61,588.58
SMART SOLUTIONS CLEVELAND OH	NO RESPONSE
SPECTRUM ENTERPRISE WAUSAU WI	\$ 54,731.95
TDS METRO PEQUOT LAKES MN	\$ 83,030.00
TELEPHONE ASSOCIATES SUPERIOR WI	NO RESPONSE
ZAYO ENTERPRISE NETWORKS BOULDER CO	NO RESPONSE

103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS

I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 514 (Bullying Prohibition)
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

New Policy

Replacing: Policy 1090

First Reading: 06-19-2018

Adopted:

~~1090 — COMPLAINTS CONCERNING SCHOOL PERSONNEL~~

~~Whenever a complaint is made directly to the School Board as a whole or to a School Board member as an individual, it shall be referred to the administration for study and response to the School Board. The employee involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he/she sees them. Should the School Board deem it necessary to address the complaint, the person(s) who made the complaint, the administration, and the employee involved will be requested to attend the meeting. Subsequently, the School Board will respond to the complaint.~~

~~Any parent, guardian, or other person who upbraids, insults, or abuses any teacher on school property or in the presence of pupils may be prosecuted by the School District under the provisions of law, if the School Board approves such legal action.~~

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

~~Revised: 06-20-1995 ISD 709~~



This Online Educational Products and Services Order (this "Order"), dated as of 8/13/2018 (the "Order Effective Date"), is between Duluth Public School District, 215 N 1st Ave E, Duluth, MN 55802 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer :

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

Accepted by FuelEd:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

1. **Period:** 8/13/2018 through 8/12/2019 and is not eligible for a renewal period.
2. **Territory:** Students served by Duluth Public School District, MN
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Product	Product Description	Unit Price
Enhanced Enterprise License (Content, Hosting)	One-year access to FuelEd Online content for all students in the district as defined by the contract, with hosting included at no extra charge. Entire FuelEd Online Courses catalog available, inclusive of Extended Electives. License also includes access to the Lesson Builder, FuelEd Supplemental Lessons and Assessments and PEAK Library's Open Education Resources. For world languages, clients can select Middlebury courses that are available on PEAK Classroom, as well as FuelEd World Language Courses. Enterprise models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a defined period of time, including alternative education and hospital homebound students. The Enrolled User/Enterprise Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure intended use for part-time / blended programs and alternative education populations.	\$30,000.00
LearnBop Add-On License	Add-on for current customers to access an interactive math learning system	Included
Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	Included

4. Description of Educational Products.

5. Description of Services.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 14 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such course within 14 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended.

Services Billing Terms: Services shall be invoiced upon order. No refunds except as otherwise noted.

Site & Enterprise License Terms: Customer will be invoiced for all Site and/or Enterprise licenses within 30 days of signature of this Order. No other refunds, credits or cancellations are allowed. Standard payment terms are Net 30 days.

DH
05/17/18

Fuel Education Products and Services Agreement Terms

PERIOD:

The period of this Agreement is as specified in the Order ("Period"). Following the Subscription Period, this Agreement will automatically extend for successive additional Subscription Periods of one (1) year (each such period a "Renewal Period"), unless (a) either party provides the other with written notice of non-renewal at least six (6) months before the expiration of the then-current Subscription Period or Renewal Period (as applicable); (b) the Agreement is sooner terminated under the section labeled Termination; or (c) the Customer (as defined in the Order) provides Fuel Education LLC ("FuelEd") with written notice of nonrenewal as set forth under the section of these FuelEd Online Educational Products and Services Agreement Terms labeled Price And Payment.

DESCRIPTION OF SERVICES:

Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to FuelEd or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period and Renewal Period (if any).

INSTRUCTIONAL SUPPORT:

Customer understands that FuelEd courses may be taught by a teacher who is state-certified, but not by the State in which the Customer is located. The Customer hereby represents to FuelEd that State law authorizes such out-of-state licensed teaches for these online courses or that the Customer has received a waiver from the State to allow instruction by these FuelEd teachers. The Customer represents that FuelEd may rely on these statements.

PRICE AND PAYMENT:

The prices and billing terms for the products, services, and licenses will be as set forth on the Order, except as set forth herein. Invoices shall be submitted to Customer by FuelEd or its Affiliates and full payment of such invoices shall be due by Customer no more than thirty (30) days from Customer's receipt of an invoice. Notwithstanding anything contained in this Agreement, if full payment is not timely received, FuelEd, in its sole discretion, may cease the provision of any or all products, services, and

<https://www.fueleducation.com/fuel-education-products-and-services-agreement-terms>

Fuel Education Products and Services Agreement Terms

licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date. If Customer wishes to dispute any charge invoiced to Customer by FuelEd or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by FuelEd and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. FuelEd reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). FuelEd will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

TAXES:

Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Customer must provide FuelEd with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to FuelEd.

TERMINATION:

Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for

<https://www.fueleducation.com/fuel-education-products-and-services-agreement-terms>

Fuel Education Products and Services Agreement Terms

payments outstanding to FuelEd as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS:

Customer will provide FuelEd with all information reasonably required by FuelEd to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY:

If Customer is a public entity receiving federal Title I funds, Customer represents that FuelEd is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. FuelEd agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, FuelEd has a legitimate educational interest for purposes of Customer disclosing to FuelEd students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law FuelEd or its affiliates may provide Customer with confidential information (as designated by FuelEd) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

ENGLISH LANGUAGE LEARNERS, SPECIAL EDUCATION, AND DISABILITIES:

If Customer is a public entity receiving federal Title III and/or Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of English Language Learner education and special education. Although FuelEd or its Affiliates may provide products and services that may be used in furtherance of professional development programs and/or language instruction education programs for English Language Learners, Customer is responsible for the provision and/or implementation of any services of any nature as required by Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the English Language Acquisition, Language Enhancement, and Academic Achievement Act or any similar law, whether federal,

<https://www.fueleducation.com/fuel-education-products-and-services-agreement-terms>

Fuel Education Products and Services Agreement Terms

state or local. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, FuelEd will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that FuelEd may do so without incurring direct or indirect costs.

PUBLICITY:

During the Period and Renewal Period (if any) of this Agreement, Customer hereby agrees that FuelEd and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content. FuelEd will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

AUDIT RIGHTS:

This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. Customer shall maintain books and records in connection with its use of the non-hosted courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. FuelEd or its representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to FuelEd or its Affiliates, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to FuelEd or its Affiliates for any given audit period, then Customer shall, in addition, reimburse to FuelEd or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) FuelEd or its Affiliates may monitor actual usage of the courses and (ii) at periodic intervals designated by FuelEd or its Affiliates

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in accordance with its then current practices, may request that Customer deliver to FuelEd or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

WARRANTY:

FuelEd warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND FuelEd MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, FuelEd MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE FuelEd WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. FuelEd OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. FuelEd DOES NOT WARRANT THAT USE THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY:

Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and FuelEd (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of FuelEd, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or

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permit any action that would impair any of FuelEd's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of FuelEd or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, FuelEd's interests will be irreparably injured, the full extent of FuelEd's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that FuelEd will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY:

FuelEd agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of FuelEd related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that a) Customer provide written notice to FuelEd within thirty (30) days of its receipt of the Claim and b) Customer permits FuelEd to assume the control and defense of the Claim with counsel selected by FuelEd. IN NO EVENT SHALL FuelEd'S

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LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO FuelEd HEREUNDER. IN NO EVENT SHALL FuelEd BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER FuelEd IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless FuelEd and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of FuelEd and subject to the conditions precedent that a) FuelEd provide written notice to Customer within thirty (30) days of its receipt of the Claim and b) FuelEd permits Customer to assume the control and defense of the Claim with counsel selected by Customer.

NON-SOLICITATION/NON-HIRE:

To the extent permitted by law and during the Term of this Agreement and for a period of twelve (12) months after the latter of its termination or expiration, the parties agree not to directly or indirectly solicit for hire or hire any employee of the other party without the express written consent of the other party, and the payment to that party of a direct hiring conversion fee equal to fifty percent (50%) of that person's base starting salary as an employee of the hiring party. A party's general solicitation of employees (through, for example, employment websites or advertisements in newspapers, magazines or trade journals) will not be a violation of this provision.

DISPUTE RESOLUTION:

The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily

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between the President of FuelEd and the Superintendent of the Customer or their respective designees. The laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the Commonwealth of Virginia for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

ENTIRE AGREEMENT AND ADDITIONAL TERMS:

This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein. By accepting this Agreement, Customer hereby agrees that any additional or different terms contained in Customer's purchase order or other related documents ("Purchase Order") shall be of no force or effect and shall not become part of this Agreement unless they are specifically accepted in signed writing by FuelEd. If Customer issues any Purchase Order, it shall be deemed solely for the administrative convenience of Customer and not binding on FuelEd, even if acknowledged or acted upon by FuelEd.

MISCELLANEOUS:

a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances; c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that FuelEd may assign all of its rights and obligations under this Agreement to any person or entity that controls FuelEd, is controlled by FuelEd, or is under common control with FuelEd or to any successor in interest that acquires all or substantially all of the assets of FuelEd; d) This Agreement does not create any legal or equitable rights on the part of any third

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party, as a third party beneficiary or otherwise; e) FuelEd is not a division or any part of Customer. Customer is not a division or any part of FuelEd. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between FuelEd and Customer; f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; h) All representations, warranties and indemnities made in this Agreement will survive termination of this agreement; i) Fuel Education LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of Fuel Education LLC is an entity that controls, is controlled by, or under common control with, Fuel Education LLC and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. Fuel Education LLC and its Affiliates shall be referred to collectively as FuelEd; k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and to the General Counsel of K¹² at 2300 Corporate Park Drive, Herndon, VA 20171 (and such addresses may be changed upon proper notice to such addressees). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing or, as to overnight delivery, on the date of personal delivery to the address stated thereon.

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of June 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of July 1st, 2018 and shall remain in effect until June 30th, 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. Performance under this agreement is defined in the Memorandum of Understanding.

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$113,000. Funding for these positions is allocated through Myers-Wilkins Elementary in the amount of \$63,000 and Denfeld for the amount of \$50,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

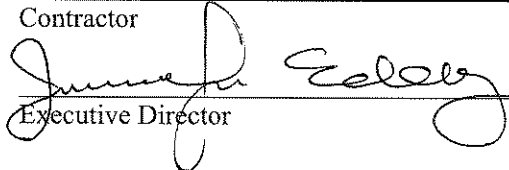
Contractor will provide District with a certificate of insurance evidencing the following limits of liability within their property/casualty insurance program:

Workers Compensation (Employers Liability)			
•	Bodily Injury by Accident	Each Accident	\$1,000,000
•	Bodily Injury by Disease	Per Policy	\$1,000,000
•	Bodily Injury by Disease	Each Employee	\$1,000,000

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

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

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

Duluth Community School Collaborative	41-2002724	
Contractor	SSN/ Tax Identification Number	Date
		6/4/18
Executive Director		Date
_____ School Principal - Denfeld		Date
_____ School Principal - Myers-Wilkins		Date
_____ School Board Chair		Date

MEMO

To: School Board

From: Douglas A. Hasler, CFO *DH*

Date: June 8, 2018

Re: Refunding of Existing Debt Issues

As a follow-up to the presentation in the May Business Committee meeting, I am submitting a proposed agreement from PMA for financial advisory services associated with a refunding.

The refunding presentation in May was conducted for the purposes of informing you of a potential refunding opportunity that the School Board could authorize beginning in September 2018. Based on interest rates as they existing on April 30th, the estimated savings for refunding Certificates of Participation debt which was issued in 2009 and 2010 would be approximately \$630,000. This savings is a net amount after taking into account all costs (including PMA's fees) associated with a refunding. This savings would represent decreased principal/interest costs for the remaining years of these two issues (which will be paid off in full in 2028). While the School District's debt levy would be reduced as a result of a refunding, it is not possible at this time to translate this reduction into the savings that an individual taxpayer would realize. I can work with PMA to find a way to reflect individual taxpayer savings when interest rates, and estimated refunding savings are update prior to bringing a proposal to the School Board later this year.

Savings resulting from a refunding is a direct reflection of interest rates in the municipal bond market. The estimated savings that were discussed in the May Business Committee meeting will likely change – for better, or for worse – by the time that the School Board would be able to authorize a refunding in September.

Under the PMA agreement, total compensation paid to PMA if both debt issues were refunded would be \$83,718.75. This agreement does not commit ISD 709 to doing a refunding. Since PMA's compensation under this agreement would be payable only upon the closing of refunding securities, ISD 709 is not obligated to make any payment to PMA in the event that no refunding is authorized or completed.

I believe that it is important that we have an agreement in place with PMA on this matter, as we will need assistance in evaluating changes in municipal interest rates, and estimated savings that a refunding would generate. I am recommending that the School Board approve the Financial Advisory Agreement with PMA.

FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the “Agreement”) is made and entered into by and between the Independent School District No. 709 (Duluth), St. Louis County, Minnesota (“Issuer”) and PMA Securities, Inc. (“PMA”) effective as of February 26, 2018 (the “Effective Date”). The Issuer and PMA collectively constitute the “Parties” hereunder.

WITNESSETH:

WHEREAS, the Issuer intends to issue Full Term Refunding Certificates of Participation, Series 2018 for a refinancing, with an unknown amount, which may be issued in one or more series of issues (the “Securities”), and in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to retain a financial advisor to advise the Issuer regarding the issuance of the Securities;

WHEREAS, PMA is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by the Issuer during the period in which this Agreement shall be effective;

WHEREAS, the Issuer is a municipal entity and the Securities are municipal securities as defined by the Securities Exchange Act of 1934 and the rules of the Municipal Securities Rulemaking Board (“MSRB”); and

WHEREAS, PMA is registered as a municipal securities dealer and a municipal advisor with the U.S. Securities Exchange Commission (“SEC”) and the MSRB and thus, may provide municipal advisor services to a municipal entity such as the Issuer, including advice with respect to the issuance of municipal securities as a financial advisor.

NOW, THEREFORE, the Issuer and PMA, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

Upon the request of an authorized representative of the Issuer, PMA agrees to perform the financial advisory services (hereinafter “Services” or “Scope of Services”) stated in the following provisions of this Section I; and for having rendered such services, and for the Continuing Services described in Section III, the Issuer agrees to pay PMA the compensation as provided in Section VI hereof.

A. Financial Planning. At the direction of the Issuer, PMA shall:

1. Analysis. Conduct an analysis of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Securities contemplated. This analysis will include reviews of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, may include an analysis of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. The analysis may take into account any outstanding indebtedness payable from the revenues of existing or projected facilities operated by the Issuer, additional revenues to be available from any proposed rate increases and additional revenues, as projected internally through the use of proprietary systems, through affiliated companies or by other parties employed by the Issuer, resulting from improvements to be financed by the Securities under consideration.

*Preliminary, subject to change, and reflects the current estimated par amount.

2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff, through internal proprietary systems of PMA or through other experts, if any, employed by the Issuer.
3. Recommendations for Securities. On the basis of the information developed by the analysis described above, and other information and experience available, submit to the Issuer recommendations regarding the Securities under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Securities to be sold on terms that are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.
4. Market Information. Advise the Issuer of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Securities may be set at a favorable time.
5. Elections. In the event it is necessary to hold an election to authorize the Securities then under consideration, at the request of the Issuer, PMA will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys, bond counsel, retained by the Issuer.

B. Debt Management and Financial Implementation. At the direction of the Issuer, PMA shall:

1. Method of Sale. The Issuer has indicated that it has engaged or intends to engage Northland as the underwriter for the purpose of negotiating the purchase of the Securities. The Issuer agrees that it has not engaged PMA to make a recommendation regarding the method of sale or the selection of the underwriter, and therefore acknowledges that PMA will not be providing such services under this agreement and it therefore owes no fiduciary or other duty to the Issuer with respect to such services. The Issuer understands in making this election that as a financial advisor, PMA typically evaluates the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation for the method of sale. If a negotiated sale were selected, PMA would make a recommendation for the Issuer's formal approval and acceptance of one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Securities. As a result of PMA not performing these services, the Issuer may receive a lower purchase price for the Securities than would otherwise be the case. In keeping with the provisions of Rule G-23 of the MSRB, PMA will not participate in an underwriting syndicate in connection with the negotiated purchase of the Securities. In a negotiated sale PMA will perform the following services:
 - a. PMA will cooperate with and assist the underwriter in the review of a bond purchase contract and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriter, but shall not be or become an obligation of PMA, except to the extent specifically provided otherwise in this Agreement or assumed in writing by PMA.
 - b. Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any, and provide a cost comparison, for both expenses and interest which are suggested by the underwriter, to the then current market.

- c. Advise the Issuer as to the fairness of the price/yields offered by the underwriter and, unless agreed upon by the Issuer and the underwriter, the proposed underwriter's discount as it relates to the underwriter's regulatory requirements.
2. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when PMA may be of assistance or service and the subject of financing is to be discussed.
3. Review of Third Party Recommendations. If the review of a recommendation of another party is requested by the Issuer and within the Scope of Services, PMA will determine, based on the information obtained through reasonable diligence, whether the municipal securities transaction or municipal financial product is or is not suitable for the Issuer. In addition, PMA will inform the Issuer of:
 - a. PMA's evaluation of the material risks, potential benefits, structure, and other characteristics of the recommended municipal securities transaction or municipal financial product;
 - b. The basis upon which PMA reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Issuer; and
 - c. Whether PMA has investigated or considered other reasonably feasible alternatives to the recommended municipal securities transaction or municipal financial product that might also or alternatively serve the Issuer's objectives.
4. Offering Documents. PMA will draft the preliminary and final Official Statements, Offering Memorandums or Term Sheets ("Offering Documents"), perform research, data collection, production and due diligence review for the Offering Documents and submit such documents to the Issuer for examination, approval and certification of the disclosures in the preliminary and final official statements, and other disclosures to the public. As needed for Offering Documents disclosure purposes, PMA will file reportable event notices and other information to Electronic Municipal Market Access ("EMMA"). PMA will also electronically distribute and post the Offering Documents. Lastly, PMA shall deliver the final Offering Documents to the purchaser of the Securities in accordance with MSRB rules. Please note that the Offering Documents contain the Issuer's statements about itself upon which it intends others to rely, including statements about its financial condition, the Securities, the project or program to be financed with the Securities and the sources of repayment of the Securities. Its purpose is to inform potential investors of all relevant information in order to decide whether or not to buy the Securities.
5. Competitive Sale Documents. If applicable, coordinate the preparation of the notice of sale and bidding instructions, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification.
6. Credit Ratings and Insurance. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, and/or insurance for the Securities and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency or agencies and/or insurance agencies. Where insurance for the Securities is advised, PMA will request bids from insurance agencies. In those cases where the advisability of personal presentation of information to the rating agency or agencies and/or insurance agencies may be indicated, PMA will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer.

7. Trustee, Paying Agent, Registrar. Upon request, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Securities, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
8. Escrow Bidding Agent, Escrow Agent, Verification Agent. Upon request and if needed, PMA will counsel with the Issuer in the selection of an escrow bidding agent, an escrow agent and/or a verification agent for the Securities, and assist in the negotiation of agreements pertinent to those services and the fees incident thereto.
9. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Securities and provide them with all pertinent information. Upon request, PMA will coordinate the publication of legal notices when required by law for the issuance of the Securities.
10. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Securities and assist in the negotiation of agreements pertinent to those services and the fees incident thereto.
11. Legal Counsel. Maintain liaison with bond counsel, disclosure counsel and local counsel, if any, in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Securities.
12. Costs of Issuance. If applicable, PMA will receive the cost of issuance funds to pay such costs on the closing date of the Securities. PMA will return any unused funds as expeditiously as possible in the event an invoice is not received or a fee is lower than estimated.
13. Delivery of the Securities. As soon as a bid for the Securities is accepted by the Issuer, coordinate the efforts of the working group for the Securities, which typically includes the Issuer, underwriter, bond counsel, and other counsel as applicable, rating agency, bond registrar, paying agent, and any other third party engaged by the Issuer so that the Securities may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Securities.

C. Limitations on Services. The Services are subject to the following limitations:

1. The Services are limited solely to the services described herein and are subject to any limitations set forth within the Scope of Services.
2. PMA is not responsible for certifying as to the accuracy or completeness of any preliminary or final Offering Documents, other than with respect to any information about PMA provided by PMA for inclusion in such documents.
3. The Services do not include tax, legal, accounting or engineering advice with respect to any Issue(s) or in connection with any opinion or certificate rendered by bond counsel or any other person at closing, and does not include review or advice on any feasibility study.
4. Unless requested by the Issuer, PMA will not negotiate fees or send out a request for proposal legal services including Issuer counsel, bond counsel, underwriter's counsel or disclosure counsel.

D. Amendment to Scope of Services. The Scope of Services may be amended as set forth in Section VIII.C. The Parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services. Changes to the Scope of Services may result in an increased fee.

SECTION II MUNICIPAL ADVISOR'S REGULATORY DUTIES WHEN SERVICING CLIENT

MSRB Rule G-42 requires that PMA make a reasonable inquiry as to the facts that are relevant to the Issuer's determination whether to proceed with a course of action or that form the basis for and advice provided by PMA to the Issuer. The rule also requires that PMA undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. PMA is also required under Rule G-42 to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on the Issuer's behalf.

A. Evaluation of Course of Action. PMA will evaluate the material risks, potential benefits, structure, and other characteristics of the transaction.

1. The potential benefits involved with issuing the Securities include, among other things:
 - a. Meeting the Issuer's Funding Needs. The Securities are being issued to meet the Issuer's stated funding needs.
 - b. Relative Low Cost of Financing. Municipal obligations, such as the Securities, generally offer a lower cost of financing than other available alternatives.
 - c. Ability to Lower Cost of Financing in the Future. To the extent the Securities, or a portion of the Securities, are subject to a prepayment provision, the Issuer may be able to lower the cost of financing with a future refinancing of the Securities.
 - d. Ability to Restructure Payments in the Future. To the extent the Securities, or a portion of the Securities, are subject to a prepayment provision, the Issuer may be able to restructure the repayment schedule with a future refinancing or defeasance of the Securities.

2. The potential risks involved with issuing the Securities include, among other things:
 - a. Interest Rate Risk. The Securities are issued at a fixed rate(s). If market interest rates decline subsequent to the sale of the Securities, the Issuer will not be able to take advantage of lower market interest rates for the Securities unless and until the Securities can be prepaid or refinanced.
 - b. Prepayment Risk. To the extent the Securities, or a portion of the Securities, are not subject to a prepayment provision, the Issuer cannot prepay the Securities prior to their maturity date(s).
 - c. Closing Risk. If the Securities fail to attract an appropriate purchaser, or fail to be delivered at closing, the Issuer will not receive proceeds from the Securities.
 - d. Default Risk. If the Issuer fails to make the scheduled principal and/or interest payment(s) on the Securities in a timely manner, a default will occur, which negatively affects the Issuer's ability to get financing for other needs.
 - e. Tax Risk. If the opinion of bond counsel for the Securities identifies the Securities as *tax-exempt* or *tax advantaged*, and the Internal Revenue Service ("IRS") subsequently determines the Securities are *taxable* or *ineligible for a tax credit*, this determination could cause the IRS to change the designation of the Securities to taxable or to revoke the tax credits, resulting in potential adverse publicity, impairment of the Issuer's ability to issue municipal bonds in the future, litigation from bondholders and others, or a settlement agreement between the IRS and the Issuer resulting in a payment from the Issuer to the IRS to maintain the tax-exempt or tax advantaged status of the Securities. Potential causes of such a determination may include, but are not limited to the

following: the Issuer does not spend the proceeds of the Securities in a timely manner, change in use of the project financed by the Securities, and any other determination by the IRS that rules governing the issuance of tax-exempt obligations were violated.

- f. Disclosure Risk. To the extent the SEC determines that a material fact was omitted from the Offering Documents or a material misstatement was made in the Offering Documents, the SEC could determine that the Issuer violated the federal securities laws.

B. Suitability. PMA will evaluate the suitability of the method of finance through issuance of the Securities for the Issuer in order to determine whether the Securities are suitable.

1. The factors used in determining that the Securities are suitable for the Issuer may include:
 - a. The Issuer is a municipal entity and the Securities are municipal securities, which is an appropriate means of financing for the Issuer.
 - b. PMA will review the Issuer's statutory debt limit and will determine the issuance of the Securities to be within the Issuer's statutory debt limit or qualify for an exemption from the debt limit.
 - c. PMA will review the Issuer's financial situation, needs and objectives, tax status, risk tolerance, liquidity needs, and experience with municipal securities transactions, as applicable, and will determine the Securities are an appropriate method of finance for the Issuer.
 - d. PMA will contemplate or review other reasonably feasible alternatives to the issuance of the Securities and, together with the Issuer, will determine whether the Securities are the preferred alternative.

C. Cooperation in Meeting Regulatory Requirements. The Issuer and PMA agree that they have regulatory duties and agree to cooperate, and to cause their agents to cooperate, in carrying out these regulatory duties, including providing complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, PMA agrees that, to the extent the Issuer seeks to have PMA provide advice with regard to any recommendation made by a third party, the Issuer will provide to PMA written direction to do so and any information it has received from such third party relating to its recommendation.

SECTION III CONTINUING SERVICES

If requested by the Issuer, PMA will perform the following continuing services for the Issuer, with no additional compensation required: rating surveillance preparation; debt summary and debt book updates; educational presentations to the Issuer's governing body, community and/or staff; review paying agent/DTC invoices for accuracy; advise the Issuer of filings related to tax credit bonds and the need to approve abatement resolutions and debt service extension base modification resolutions; assist with filing debt related documents with other government entities such as the state; assist with FOIA-related documentation and questions and assist with post-issuance compliance per the rules of the IRS. This Agreement hereby terminates any prior Financial Advisory Agreement or Financial Advisory Engagement Letter for the provision of the above-described Continuing Services.

**SECTION IV
TERM OF AGREEMENT**

The term of this Agreement shall commence on the Effective Date and, unless earlier terminated by either Party pursuant to Section V of this Agreement, terminate as of the later of the expiration of the provisions of Section I of this Agreement or, if Continuing Services set forth in Section III of this Agreement are requested by the Issuer, the expiration of the provisions of Section III of this Agreement. The provisions of Section I of this Agreement shall expire upon the closing of the Securities. If Continuing Services set forth in Section III of this Agreement are requested by the Issuer, the provisions of Section III shall expire on the earlier of the execution of a subsequent Financial Advisory Agreement between the Issuer and PMA or three (3) years after the Effective Date of this Agreement.

**SECTION V
TERMINATION**

This Agreement may be terminated with or without cause by the Issuer upon the giving of prior written notice to PMA or by PMA upon the giving of at least thirty (30) days' prior written notice to the Issuer of the Party's intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that no amounts are due to PMA for services provided or expenses incurred. No penalty will be assessed for termination of this Agreement. The provisions of Section VII.B shall survive any termination of this Agreement pursuant to this Section V or expiration of the term of this Agreement pursuant to Section IV.

**SECTION VI
COMPENSATION AND EXPENSE REIMBURSEMENT**

A. Compensation. The fees due to PMA for the Scope of Services set forth and described in Section I of this Agreement shall be based on the table following this paragraph calculated on a per issue basis. Such fees, for which PMA is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Securities to the purchaser. No fee shall be due from the Issuer to PMA unless the Securities close.

<u>Par Amount</u>		<u>Standard Fee Amount For</u>	
>	< or = to	<u>Financial Advisory Services Described in Section I</u>	
\$0	-	\$1,000,000	\$0 plus \$8.00 / \$1,000
\$1,000,000	-	\$2,000,000	\$8,000 plus \$5.00 / \$1,000 for amount > \$1,000,000
\$2,000,000	-	\$5,000,000	\$13,000 plus \$3.50 / \$1,000 for amount > \$2,000,000
\$5,000,000	-	\$10,000,000	\$23,500 plus \$2.25 / \$1,000 for amount > \$5,000,000
\$10,000,000	-	∞	\$34,750 plus \$1.25 / \$1,000 for amount > \$10,000,000

Example Fee Amounts

<u>Par Amount</u>	<u>Total FA Fee</u>	<u>FA Fee per \$1,000</u>
\$1,000,000	\$8,000	\$8.00
\$2,000,000	\$13,000	\$6.50
\$5,000,000	\$23,500	\$4.70
\$10,000,000	\$34,750	\$3.48
\$25,000,000	\$53,500	\$2.14
\$50,000,000	\$84,750	\$1.70
\$75,000,000	\$116,000	\$1.55
\$100,000,000	\$147,250	\$1.47

As set forth in PMA's *Municipal Advisor Disclosure Statement*, we highlight that this Agreement involves contingent based compensation subject to compensation based conflict. Also, we note how it relates to different structures or scenarios. For example, recommending a multi-issuance strategy versus a single issuance strategy could result in additional compensation for PMA and the application of minimum fees, if any. However, this recommendation would be made only if the benefits exceed the costs. Such benefits could include bank qualification, reduced negative arbitrage in the investment of bond proceeds, and meeting the financial goals of the Issuer. Also, the additional compensation would be paid over time, subject to the retention of PMA for subsequent issuances.

B. Issuer Expenses. Customary fees and expenses incident to a sale are payable by the Issuer. These fees and expenses can include, depending upon the final structure, underwriter(s), bond counsel, local counsel, disclosure counsel, rating agency, insurance premium, trustee/paying agency, competitive sale auction platform, escrow bidding agent and verification agent, if applicable.

SECTION VII DISCLOSURES

A. Disclosures. As also set forth in the *Municipal Advisor Disclosure Statement*, PMA Securities, Inc. is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In these roles, PMA generally provides fixed income brokerage services and public finance services to institutional clients, including financial advisory services and advice with respect to the investment of proceeds of municipal securities. PMA is affiliated with PMA Financial Network, Inc., a financial services provider, and Prudent Man Advisors, Inc., an investment adviser registered with the SEC (the "Advisory Affiliate"). These entities operate under common ownership with the Firm and are referred to in this disclosure as the "PMA Affiliates." PMA is also affiliated with Forecast5 Analytics, Inc., a data analytics company which offers software and forecasting and consulting services to municipal entities, and PMA Leasing, Inc., an equipment leasing company. These entities and the PMA Affiliates are referred to in this disclosure collectively as the "Affiliates." Each of these Affiliates also provides services to municipal entity clients. Unless otherwise stated, separate fees are charged for each of these products and services and referrals to its Affiliates result in an increase in revenue to the overall Affiliated companies.

PMA's duties, responsibilities, and fees arise from that as Financial Advisor to the Issuer in connection with this issuance. PMA receives additional fees for the services used by the Issuer, if any, described in the paragraph above. The fees for these services arise from separate agreements with the Issuer and with institutions of which the Issuer may be a member.

Additional disclosures are required with the implementation of MSRB Rule G-42. PMA is required to provide the Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. By signing this Agreement, the Issuer acknowledges that PMA has provided the Issuer with the *PMA Securities, Inc. Municipal Advisor Disclosure Statement*, which contains important disclosures on matters such as all material conflicts of interest and all legal and disciplinary events that are material to a client's evaluation of us relevant to our provision of municipal advisory services. This disclosure document also will specify the date of the last material change or addition to the legal or disciplinary event disclosures, if any, on any Form MA or Form MA-I that we file with the SEC and a brief explanation for the materiality of the change or addition.

B. Information Required by MSRB Rule G-10(b). As a municipal advisor, MSRB Rule G-10(b) requires that PMA provide the following items of information:

- (i) PMA is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board;

- (ii) The website address for the Municipal Securities Rulemaking Board is www.msrb.org;
- (iii) A municipal advisory client brochure is available and posted on the website of the Municipal Securities Rulemaking Board that describes the protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

C. Scope of Liability. PMA, at all times, will act in good faith with respect to its Services under this Agreement. The Issuer agrees that PMA shall not be liable to the Issuer for any act or omission in connection with the performance of PMA's services hereunder, other than as a result of PMA's negligent acts or omissions, reckless conduct, intentional misconduct, bad faith, violation of applicable law or material breach of any of the material terms of this Agreement. PMA will have no duty, responsibility or liability under this Agreement as to any services identified in Section I.C. of this Agreement, relating to the services included in the limitation of services section. PMA shall not be responsible for any loss incurred by reason of any act or omission of the Issuer, or any member of the working group for the Securities. No recourse may be had against PMA for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action or other proceeding brought by or received from the Internal Revenue Service in connection with the Securities or otherwise relating to the tax treatment of the Securities, or in connection with any opinion or certificate rendered by counsel or any other party.

It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which PMA may have under federal securities laws or under applicable state law.

SECTION VIII MISCELLANEOUS

A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Minnesota, without regard to conflict of law principles.

B. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and PMA, their respective successors and assigns; provided however, neither Party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.

C. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed or acknowledged by each Party hereto. The form of this modification may include an email acknowledged by each Party.

[The remainder of this page is intentionally left blank.]

PMA Securities, Inc.

Independent School District No. 709
(Duluth)
St. Louis County, Minnesota

By: _____

By⁽¹⁾: _____

Steve Pumper
Vice President

Print Name

Title: _____

Date: _____

Date: _____

By: _____

James O. Davis
Chief Executive Officer

Date: _____

- (1) By signing this Agreement, as representative of the Issuer, the representative acknowledges that he or she has the ability to bind the Issuer by contract with PMA and that he or she is not a party to a disclosed conflict.

PMA Use Only:

Reviewed: _____ Date: _____

Revised 2/2018

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
Congdon	Brian Capps	\$200.00	Wolf Ridge	
Congdon	Congdon Park Foundation	\$2,400.00	Field Trips	Each grade gets \$400 to use towards field trips
Congdon	Congdon PTA	\$3,600.00	Field Trips	Each grade gets \$600 to use towards field trips
Congdon	Karin Erickson	\$50.00	Wolf Ridge	
Congdon	Michelle Consie	\$10.00	Wolf Ridge	
Congdon	Sarah McCourtney	\$50.00	Wolf Ridge	
Denfeld	Duluth Superior Area Community Foundation	\$2,061.50	Technology	
Denfeld	Grandma's Corporation	In Kind	None	New embroidered hats and aprons for the newly renamed Clock Tower Café (formerly Denfeld Deli). Grandma's took care of ordering and design.
Denfeld	Irving Community Association	\$450.00	Deli cooking class	
Denfeld	Irving Community Association	\$1,000.00	Golf team	
Denfeld	Kiwanis Club of Spirit Valley	\$100.00	Key Club	

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Pachel Foundation managed Agency	\$3,500.00	Speech	
Denfeld	Tom Meador	In Kind	Seniors	10 laptops donated to college bound seniors
East	Duluth East High School Foundation	\$1,750.00	Science department	
East	Duluth East High School Foundation	\$1,000.00	Weight room	
East	Duluth East High School Foundation	\$650.00	German department	
East	Jimmy John's Franchise Advertising Fund	\$2,223.75	Activities sponsorship	Greyhound Nation Partnership Program (various levels of sponsorship available; they elected Kennel Club)
East	The Benevity Community Impact Fund	\$465.00	None	From United Health Group but check from Benevity
Homecroft	Lifetouch	\$181.95	None	
Homecroft	Wells Fargo YourCause	\$160.00	None	
Laura MacArthur	Western Bank	\$50.00	Year family picnic	
Lester Park	YourCause	\$40.00	None	
Ordean-East	American Assn of Retired Person	\$100.00	Choir	
Ordean-East	Carmen K Arnold	\$200.00	Garden Club	To be used for the door to the garden - accessibility with badges
Ordean-East	Cash collected from Lakeside demonstration	\$120.00	Robotics Club	To be used for supplies for robot
Ordean-East	Karen & Doug Welnetz	\$20.00	Choir - ACDA Fall 2018 Convention	

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Ordean-East	Mickey & Kelley Pearson - Foundation Mickey Pearson	\$200.00	6th grade - BizTown / River Quest	
Ordean-East	Monies collected during the 2018 Orchestra Spring Concert	\$370.75	Orchestra supplies	
Ordean-East	Monies taken at the door - Spring concert	\$1,053.79	Choir supplies and music	
Piedmont	Anonymous	\$1,925.99	Unpaid lunch balances at Piedmont School	This is an anonymous donation

RESOLUTION
Lead in School Drinking Water

WHEREAS, the State of Minnesota enacted MS 121A.335 in 2017 directing that Minnesota school districts establish plans to test for the presence of lead in drinking water by July 1, 2018; and

WHEREAS, MS 121A.335 further provides that the Commissioners of Health and Education are to jointly develop a model plan as guidance for school districts, based on the standards established by the United States Environmental Protection Agency; and

WHEREAS, District Administration has developed a “Lead in Water Plan” which fulfills the requirements of MS 121A.335 and follows the guidance of the Minnesota Department of Health/Minnesota Department of Education “Reducing Lead in Drinking Water” technical guidance and model plan document.

NOW, THEREFORE BE IT RESOLVED that the School Board approves the attached proposed “Lead in Water Plan”.

Document Owner: Jason Barsness
Health, Safety and Environmental
Coordinator

I. PURPOSE

Duluth Public Schools is committed to providing a safe environment for employees, students, and community members. The Lead in Water Plan was created to establish a standardized process for the evaluation and reduction of lead in drinking water at Duluth Public Schools in order to provide safe drinking water. The plan is written to comply with all applicable Minnesota Department of Health, Minnesota Department of Education, and Environmental Protection Agency statutes and regulations.

II. OBJECTIVES

- To ensure minimal exposures to lead in water in ISD 709 facilities.
- To establish a monitoring plan based on applicable state and federal regulations including MN statute 121A.335 and to maintain compliance with those regulations.
- To maintain a process for collecting information, reviewing data, and implementing corrective actions.
- To ensure a systematic approach for data management in order to **conduct testing no less than every five (5) years for all prekindergarten through 12th grade facilities** and make the testing results available to the public for review.
- To ensure parents are notified of the availability of lead in water testing information.

III. BACKGROUND

Health Effects

Lead is a toxic material known to be harmful to human health if ingested or inhaled. Children are more susceptible to lead exposure because their bodies absorb metals at higher rates than the average adult. Exposure can cause damage to the brain, nervous system, red blood cells, and kidneys. The concentration of lead, the number of exposures to elevated lead levels, and the length of exposure all affect the risk levels.

Sources of Contamination

Public water systems supplying water to the buildings are regulated under federal and state standards and are available through the City of Duluth.

Lead levels can be affected by a number of components including:

- Corrosiveness of the water.
- Water entering the building from a public water supply.
- Amount of lead contained in building plumbing systems.
- Alloys in solder and brass used in plumbing.
- Age of the building.

The Safe Drinking Water Act regulates allowable levels of lead for materials in plumbing such as flux, solder, fixtures, and drinking fountains

IV. DESIGNATED PERSON

The Health, Safety, and Environmental Coordinator, or their designee, shall be responsible for this plan. The responsibilities include: setting a sampling schedule every 5 years or less, conducting, or hiring a contractor to conduct, sampling, maintaining a faucet and tap inventory, maintaining the records, being the designated contact person for lead in water questions, communicating the results of lead in water testing. The public may contact the district office for access to lead in water testing documentation at 218-336-8700.

V. DEFINITIONS

- **First Draw** – The first water drawn from a faucet/tap after the water has sat undisturbed in the plumbing for at least six hours.
- **Flushing** – Running the water at a faucet/tap to clear standing water from the plumbing system.

VI. APPLICABLE STATUTES AND RESOURCE DOCUMENTS

Minnesota State Statute 121A.335

Minnesota State Statute 121A.335 requires public and charter schools to adopt a plan for efficiently and accurately testing for lead in drinking water. The plan must include a schedule for testing all sources of water for consumption every five years or less, making the results of the testing available to the public, and notifying parents and guardians of the availability of the information.

Safe Drinking Water Act (SDWA) – Lead and Copper Rule (LCR)

The Lead and Copper Rule (LCR) applies to the public water system supplying drinking water to a school building. If a school has a private well and has 25 or more staff and students, they are classified as a public water system and must test for lead under the LCR.

Lead Contamination Control Act (LCCA)

The Lead Contamination Control Act (LCCA) was passed in 1988 and applies to all schools. The LCCA intent is to identify and reduce lead in drinking water at schools and relies on voluntary compliance. In particular, it focuses on certain models of water coolers, while also addressing lead risk reduction generally. *Note: Lead lined water coolers listed under the LCCA shall be removed from service.*

Safe Drinking Water Act (SDWA) – Reduction of Lead in Drinking Water

The Reduction of Lead in Drinking Water Act applies to all schools. In an effort to reduce contamination sources, the EPA amended the SDWA to mandate that all pipes, solders, fittings, and fixtures be “lead free.” Lead free allowable amount of lead is a weighted average of .25% of wetted surfaces of plumbing and .20% lead limit for solder and flux. All plumbing fittings and fixtures must meet the NSF/ANSI Standard 61, Annex G.

3T’s (Training, Testing, Telling) for Reducing Lead

The EPA developed a Lead in Drinking Water in Schools and Nonresidential Buildings guidance to assist schools in reducing the lead concentrations in their drinking water.

The technical guidance is used to guide schools through the process of collecting, testing, and implementing corrective action for lead in water.

VII. PROCEDURES

The procedures for creating a faucet and tap inventory, sampling, and communicating results for lead in water testing will incorporate the Environmental Protection Agency's (EPA) technical guidance "3T's for Reducing Lead in Drinking Water in Schools" (**Appendix A**) and the Minnesota Department of Health (MDH)/Minnesota Department of Education's (MDE) technical guidance "Reducing Lead in Drinking Water" (**Appendix B**).

Drinking Water Faucets and Taps Inventory

A drinking water faucet and tap inventory shall be maintained by the Health, Safety, and Environmental Coordinator. The inventory should be updated when taps are removed or added. The inventory shall include all cold water faucets and taps used for consumption. This will include sinks and drinking fountains in kitchens, staff lounges, classrooms, home economics classrooms, hallways, and common areas. Cold water faucets and taps in maintenance closets, science labs, restrooms, and other work areas that are not tested for lead in water shall be clearly labeled "not for drinking". Hot water faucets and taps should not be used for drinking or food preparation and are not tested for lead in water. The inventory can be found in **Appendix C**.

Water Sample Collection Procedures

Lead in water samples from drinking water faucets and taps will be collected and tested no less than every five (5) years at all prekindergarten through 12th grade facilities to ensure lead exposure is below the 20 ppb action level.

The sampling schedule can be found in Appendix D.

Samples will be collected using the procedures as defined in the 3T's and MDH/MDE technical guidance documents.

- Samples will be collected under the direction of the Health, Safety, and Environmental Coordinator or an appointed contractor qualified to collect samples.
- Samples will be collected from all cold water consumption faucets and taps. See Appendix C for a detailed list of fixtures.
- Samples will be first draw samples from faucets and taps using 250mL bottles. Faucets and taps shall not be used for a minimum of 6 hours, not exceeding 18 hours prior to collecting samples. If faucets and taps were not used prior to testing, the district will flush the fixtures for 2-3 minutes each or until there is water temperature change. The sample collection will occur no sooner than 6 hours and no later than 18 hours after the flushing occurs per the Environmental Protection Agencies technical guidance.
- Collection of the samples will begin with faucets and taps closest to where the water source enters the building.
- Aerators shall not be removed.

- Analysis of the samples will be conducted at an accredited laboratory or by using a calibrated total lead (particulate and dissolved) field analyzer.

Corrective Action and Maintenance Procedures

A lead in water test result less than or equal to 20 ppb is considered acceptable by the Environmental Protection Agency. Initial test results over 20 ppb will result in corrective action to reduce lead exposure. Faucets and taps that test above 20 ppb for lead will be taken out of service until they can be reduced to 20 ppb or lower.

Faucets and taps testing between 2 and 20 ppb can still be used for drinking and cooking, however, MDH and MDE recommend actions be taken to determine the source of lead and reduce the lead levels. Test results between 2 and 20 ppb should be retested to more accurately determine the source of the lead. This may include more frequent testing until the source is found and removed. Other actions may include flushing fixtures and/or piping, labeling, removal from service, treatment, or other system maintenance as recommended by the Health, Safety, and Environmental Coordinator and the technical guidance documents in Appendix A and Appendix B.

Correcting elevated lead levels will begin with an investigation to determine the source of the lead. This will be done by collecting additional samples to determine if the elevated lead level is from the fixture, piping, or other source.

Recommendations of one of the following options for fixtures with elevated levels of lead may be considered for implementation:

Remove and Replace

If the fixture is the source of the elevated lead level, removal is recommended. If a replacement fixture is needed, replace with a "lead-free" fixtures certified by NSF/ANSI 372 or NSF/ANSI 61-G. Replace other sources of lead including piping, solder, and brass components with lead-free materials. Lead-free is defined as not more than 0.25% lead when used with respect to wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures and a 0.20% lead limit for solder and flux. Drinking water system components must adhere to this requirement. Following the installation of a new or replacement fixture a sample for lead in water should be collected and analyzed.

Flushing

Flushing the drinking water faucets and taps can effectively reduce lead concentrations in drinking water. A flushing program works to reduce lead concentrations by clearing the faucets and taps of water that have been in contact with plumbing components that may contain lead. This can be an interim program or long-term program. When a flushing program is implemented, post flush testing is required to ensure the effectiveness of the program. The district will implement flushing programs if it is not feasible to remove and replace plumbing items.

Main Pipe Flushing

Main pipe flushing may be implemented if lead concentrations are found to be high throughout the entire school or confined to a certain area of the school. This procedure is to be followed each day the school is in session;

- Begin by flushing the tap furthest away from the water source for at least ten minutes.
- Next flush the tap the second furthest away and continue in this manner until all taps have been flushed.
- Flushed samples should be periodically collected and analyzed for lead to confirm the effectiveness of flushing programs.
- It is recommended that midday samples and end of the day samples be taken periodically to ensure the lead concentrations have remained low throughout the day. If they have not, another option should be implemented.
- Review the results upon receipt and continue to optimize the procedure to reduce lead.
- May be implemented if lead concentrations are found to be high at certain taps.

Individual Faucet or Tap Flushing

Individual Flushing may be implemented if lead concentrations are found to be high at certain taps.

- Flush individual taps that have been tested and found to have high lead levels. This procedure is to be followed each day the school is in session.
- During periods of normal use:
 - Run each tap for 2 to 3 minutes in the morning before children arrive.
 - Run each faucet or tap midday for two to three minutes if it has been unused and stagnant for the morning period.
- Periodic samples should be collected and analyzed for lead to confirm the effectiveness of the flushing program.

Treatment

A Point of Use device (POU) water treatment device (filter) may be installed at taps where lead has been detected. It is strongly encouraged that the POU device is approved to meet NSF Standard 53, NSF Standard 58, or an equivalent standard. It is to be installed, operated, and maintained in accordance with the manufacturer's recommendations. POU treatment systems may be subject to Department of Labor and Industry (DLI) or local administrative authority plan review and approval prior to installation. Contact DLI at (651) 284-5063 for more information.

Additional Procedures

The MDH and MDE recommend that routine maintenance be conducted to prevent exposure to elevated levels of lead in water. The following procedures will be conducted:

- Flushing is recommended to be conducted at all consumable fixtures and taps following any two week vacancy or prior to the beginning of school in the fall regardless of any prior test results.
- Faucet aerators can be an accumulation point for lead containing materials. Quarterly cleaning of the faucet aerators is recommended.

VIII. COMMUNICATION

In compliance with Minnesota State Statute 121A.355 it is Duluth Public Schools responsibility to notify affected individuals of the availability of lead in water testing and results within a reasonable time.

- Information regarding lead in water testing is available for review upon request by contacting the district office at 218-336-8700.
- The most recent lead in water test results including follow up testing are available on the Duluth Public Schools website.
- Corrective actions being taken to reduce lead in water in the schools will be available in the Health and Safety office and on the Duluth Public Schools website.
- Parents and affected persons will be notified of drinking and cooking faucets or taps with test results of 20ppb or greater.
- Parents and guardians will be notified of the availability of the results via the annual parent newsletter and on the ISD 709 website.
- Please see the Facilities Health and Safety webpage or contact the Health, Safety, and Environmental Coordinator, Jason Barsness, at 218-336-8700 or jason.barsness@isd709.org for the results and any follow up work being completed.

IX. DOCUMENTATION

Documentation for lead in water testing and remediation will be maintained and filed in the Duluth Public Schools Health and Safety office.

X. REFERENCES

Reducing Lead in Drinking Water – A Technical Guidance and Model Plan for Minnesota's Public Schools

Rev #	Originator/ Release Date	Description of Revision / Notes
00	Unknown 7/28/03	New Document
01	Curt Conrad 11/1/07	Revision
02	Jason Barsness 6/11/18	Revised to comply with MN statute 121A.335. Next testing to be completed by 2022.

3Ts for Reducing Lead **in Drinking Water** **in Schools**



Revised Technical Guidance

This October 2006 version of the 3Ts for Reducing Lead in Drinking Water in Schools: Revised Technical Guidance is a modification of the December 2005 version. The modifications in this version clarify the instructions for collecting samples from drinking water outlets, please see sections 4.2, 4.4.1, and 4.4.2. Additionally, EPA made some minor modifications to the nomenclature in Chapter 4. Please visit www.epa.gov/safewater/schools for the complete Errata sheet.

Disclaimer

This manual contains recommendations on how to address lead in school drinking water systems; these are suggestions only and are not requirements. This manual does, however, also contain an overview of requirements concerning lead in drinking water. The statutory provisions and regulations described in this document contain binding requirements. The general description here does not substitute for those laws or regulations; nor is this document a regulation itself. As a result, you will need to be familiar with the details of the rules that are relevant to your school drinking water; you cannot rely solely on this guidance for compliance information. Also, many states (or tribes) and localities have different, more stringent requirements than EPA's, so you will need to find out what other laws and regulations apply to school drinking water in addition to the ones described here.

3Ts for Reducing Lead in Drinking Water in Schools:⁶⁶ Revised Technical Guidance

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Introduction

The Environmental Protection Agency (EPA) developed this guidance manual because the Agency is concerned about the potential for elevated lead levels in drinking water in schools. Children are most susceptible to the effects of lead, because their bodies are still undergoing development. The adverse health effects from lead include reduced IQ and attention span, learning disabilities, poor classroom performance, hyperactivity, behavioral problems, impaired growth, and hearing loss.

There is no federal law requiring testing of drinking water in schools, except for schools that have their own water supply and are thus regulated under the Safe Drinking Water Act (SDWA). The vast majority of public water suppliers do not include schools in their sampling plans because regulations (specifically the Lead and Copper Rule) require sampling of single family dwellings. States and local jurisdictions may, however, establish their own programs for testing drinking water lead levels in schools. EPA suggests that schools implement programs for reducing lead in drinking water as part of the school's overall plan for reducing environmental threats. Safe and healthy school environments foster healthy children, and may improve students' general performance.

Lead most frequently gets into drinking water by leaching from plumbing materials and fixtures as water moves through your school's distribution system. Even though the drinking water you receive from your water supplier meets federal and state standards for lead, your facility may have elevated lead levels due to plumbing materials and water use patterns. Because lead concentrations can change as water moves through the distribution system, the best way to know if a school might have elevated levels of lead in its drinking water is by testing the water in that school. Testing facilitates an evaluation of the plumbing and helps target remediation. It is a key step in understanding the problem, if there is one, and designing an appropriate response.

This guidance manual is intended for use by school officials responsible for the maintenance and/or safety of school facilities including the drinking water. The guidance introduces the 3Ts for reducing lead in drinking water. The 3Ts are:

- ▶ **Training** school officials to raise awareness of the potential occurrences, causes, and health effects of lead in drinking water; assist school officials in identifying potential areas where elevated lead may occur; and establishing a testing plan to identify and prioritize testing sites.
- ▶ **Testing** drinking water in schools to identify potential problems and take corrective actions as necessary.
- ▶ **Telling** students, parents, staff, and the larger community about monitoring programs, potential risks, the results of testing, and remediation actions.

The purpose of this manual is to help schools minimize their students' and staff's exposure to lead in drinking water. This manual is specifically targeted at schools that receive water from water utilities or water suppliers such as cities, towns and water districts. This guidance manual replaces the 1994 EPA guidance document *Lead in Drinking Water in Schools and Non-Residential Buildings*. By following the steps below, you will be assured your facility does not have elevated levels of lead in the drinking water.

Training

- (1) Conduct a thorough review of this guidance document. Other reference documents are available. See Appendix B.
- (2) Review available resources to find out what may already have been done and what assistance may be available to you. See Chapter 2.
- (3) Develop a plumbing profile to assess the factors that contribute to lead contamination. See Chapter 3.
- (4) Develop a drinking water sampling plan. See Chapter 3.

Testing

- (5) Test the water. See Chapter 4.
- (6) Correct any problems that are identified. See Chapter 5.

Telling

- (7) Communicate to students, parents, staff, and the larger community about what you are doing to protect them from possible exposure to lead in drinking water. See Chapter 6.

I. Training

1. What You Should Know about Lead in Drinking Water

1.1 Health Effects of Lead

Lead is a toxic metal that is harmful to human health. Lead has no known value to the human body. The human body cannot tell the difference between lead and calcium, which is a mineral that strengthens the bones. Like calcium, lead remains in the bloodstream and body organs like muscle or brain for a few months. What is not excreted is absorbed into the bones, where it can collect for a lifetime.

Young children, those 6 years and younger, are at particular risk for lead exposure because they have frequent hand-to-mouth activity and absorb lead more easily than do adults. Children's nervous systems are still undergoing development and thus are more susceptible to the effects of toxic agents. Lead is also harmful to the developing fetuses of pregnant women.

No safe blood lead level in children has been determined. Lead can affect almost every organ and system in your body. The most sensitive is the central nervous system (brain), particularly in children. Lead also damages kidneys and the reproductive system. The effects are the same whether it is breathed or swallowed. Low blood levels of lead (those below 10 µg/dL) have been associated with reduced IQ and attention span, learning disabilities, poor classroom performance, hyperactivity, behavioral problems, impaired growth, and hearing loss. Very high lead level (blood lead levels above 70 µg/dL) can cause severe neurological problems such as coma, convulsions, and even death. The only method to determine a child's lead level is for them to have a blood lead test done by a health provider.

The degree of harm from lead exposure depends on a number of factors including the frequency, duration, and dose of the exposure(s) and individual susceptibility factors (e.g., age, previous exposure history, nutrition, and health). In addition, the degree of harm depends on one's total exposure to lead from all sources in the environment - air, soil, dust, food, and water. Lead in drinking water can be a significant contributor to overall exposure to lead, particularly for infants whose diet consists of liquids made with water, such as baby food, juice, or formula.

1.2 Sources of Lead

Lead is distributed in the environment through both natural and man-made means. Today, the greatest contributions of lead to the environment stem from past human activities. Sources of lead exposure include the following:

- (1) **Lead based paint.** The most common sources of lead exposure for children are chips and particles of deteriorated lead paint. Although children may be exposed to lead from paint directly by swallowing paint chips, they are more often exposed by house dust or soil contaminated by leaded paint. Lead paint chips become ground into tiny bits that become part of the dust and soil in and around homes. This usually occurs when leaded paint deteriorates or is subject to friction or abrasion (as on doors and windowsills and window wells). In addition, lead can be dispersed when paint is disturbed during demolition, remodeling, paint removal, or preparation of painted surfaces for repainting.

- (2) **Lead in the air.** Lead in the air comes from industrial emissions.
- (3) **Lead in soil.** Lead deposits in soils around roadways and streets from past emissions by automobiles using leaded gas, together with paint chips and lead paint dust.
- (4) **Lead industry.** Byproducts brought home by industrial workers on their clothes and shoes.
- (5) **Lead in consumer products and food.** Lead may be found in some imported candies, medicines, dishes, toys, jewelry, and plastics.
- (6) **Lead in water.** Lead in water occurs through corrosion of plumbing products containing lead.

The U.S. government has taken steps over the past several decades to dramatically reduce new sources of lead in the environment: by banning the manufacture and sale of leaded paint; by phasing out lead additives in gasoline, and by encouraging the phase-out of lead seams in food cans; by banning the sale of pipes and plumbing for drinking water that are not “lead-free”; and by banning lead-lined water coolers, among other activities. More recently, the government has begun to address persistent sources of lead in the environment. For example, programs have been instituted to minimize the hazards posed by lead paint covering millions of homes across the United States, more stringent air control standards are being applied to industries emitting lead, and more stringent regulations are in place to control lead in drinking water. Regulations affecting lead in drinking water are described at the end of this chapter.

1.3 How Lead Gets into Drinking Water

Lead can get into drinking water in two ways:

- (1) by being present in the source water, such as coming from contaminated runoff or water pollution.
- (2) through an interaction between the water and plumbing materials containing lead, such as through corrosion.

(1) At the Source

Most sources of drinking water have no lead or very low levels of lead (i.e., under 5 parts per billion). However, lead is a naturally occurring metal and in some instances can get into well water. Lead can enter surface waters (waters from rivers, lakes, or streams) through direct or indirect discharges from industrial or municipal wastewater treatment plants or when lead in air settles into water or onto city streets and eventually, via rain water, flows into storm sewers, or waterways, which may enter the water supply. Lead from these sources can be easily removed by existing treatment plant technologies.

(2) Through Corrosion

Most lead gets into drinking water after the water leaves the local well or treatment plant and comes into contact with plumbing materials containing lead. These include lead pipe and lead solder (commonly used until 1986) as well as faucets, valves, and other components made of brass. The physical/chemical interaction that occurs between the water and plumbing is referred to as corrosion. The extent to which corrosion occurs contributes to the amount of lead that can be released into the drinking water.

The *critical issue* is that even though your public water supplier may deliver water that meets all federal and state public health standards for lead, you may end up with too much lead in your drinking water because of the plumbing in your facility. The potential for lead to leach into water can increase the longer the water

remains in contact with lead in plumbing. **As a result, facilities with intermittent water use patterns, such as schools, may have elevated lead concentrations. Testing drinking water in schools is important because children spend a significant portion of their day in these facilities and are likely to consume water while they are there.** That is why testing water from your drinking water outlets for lead is so important. Drinking water outlets are locations where water may be used for consumption, such as a drinking fountain, water faucet, or tap.

The corrosion of lead tends to occur more frequently in “soft” water (i.e., water that lathers soap easily) and acidic (low pH) water. Other factors, however, also contribute to the corrosion potential of the water and include water velocity and temperature, alkalinity, chlorine levels, the age and condition of plumbing, and the amount of time water is in contact with plumbing. The occurrence and rate of corrosion depend on the complex interaction between a number of these and other chemical, physical, and biological factors.

As illustrated in Exhibit 1.1, once the water leaves the public water supply system or treatment plant, drinking water comes into contact with plumbing materials that may contain lead. Some lead may get into the water from the distribution system – the network of pipes that carry the water to homes, businesses, and schools in the community. Some communities have lead components in their distribution systems, such as lead joints in cast iron mains, service connections, pigtails, and goosenecks. These components may or may not be owned by your water supplier.

Sediments containing lead may also collect in the low-lying sections of pipe or behind sediment screens. Lead-containing sediments may result from minute particles of pipe, mineral deposits (scales), valves, fixtures, solder, or flux that accumulate in the plumbing. This may happen during the initial construction of the plumbing system, during repairs, when connecting new fixtures, when plumbing is otherwise disturbed, or during normal use (e.g., turning of faucet handles, movement of valves, etc.). Sediment can also originate from the public water system’s water mains and service taps.

If the public water supplier finds unacceptable levels of lead at customers’ homes, the system may have to provide centralized treatment to minimize the corrosion of lead into the water (see “How Lead in Drinking Water is Regulated” in section 1.4). However, centralized treatment by a public water system does not guarantee that corrosion of lead from plumbing will not occur within buildings served by the public water system, i.e., your school.

Interior plumbing, soldered joints, leaded brass fittings, and various drinking water outlets that contain lead materials are the primary contributors of lead in drinking water. It is also important to note that brass plumbing components contain lead. Examples of some of the common drinking water outlets are shown in Exhibit 1.2. (The glossary in Appendix A provides definitions of the various drinking water outlets discussed in this document.) Although there is an increased probability that a given plumbing component installed prior to the 1990s could contain more lead than the newer components, *the occurrence of lead in drinking water can not be predicted based upon the age of the component or the school facility.*

Exhibit 1.1: Potential Sources of Lead in Schools

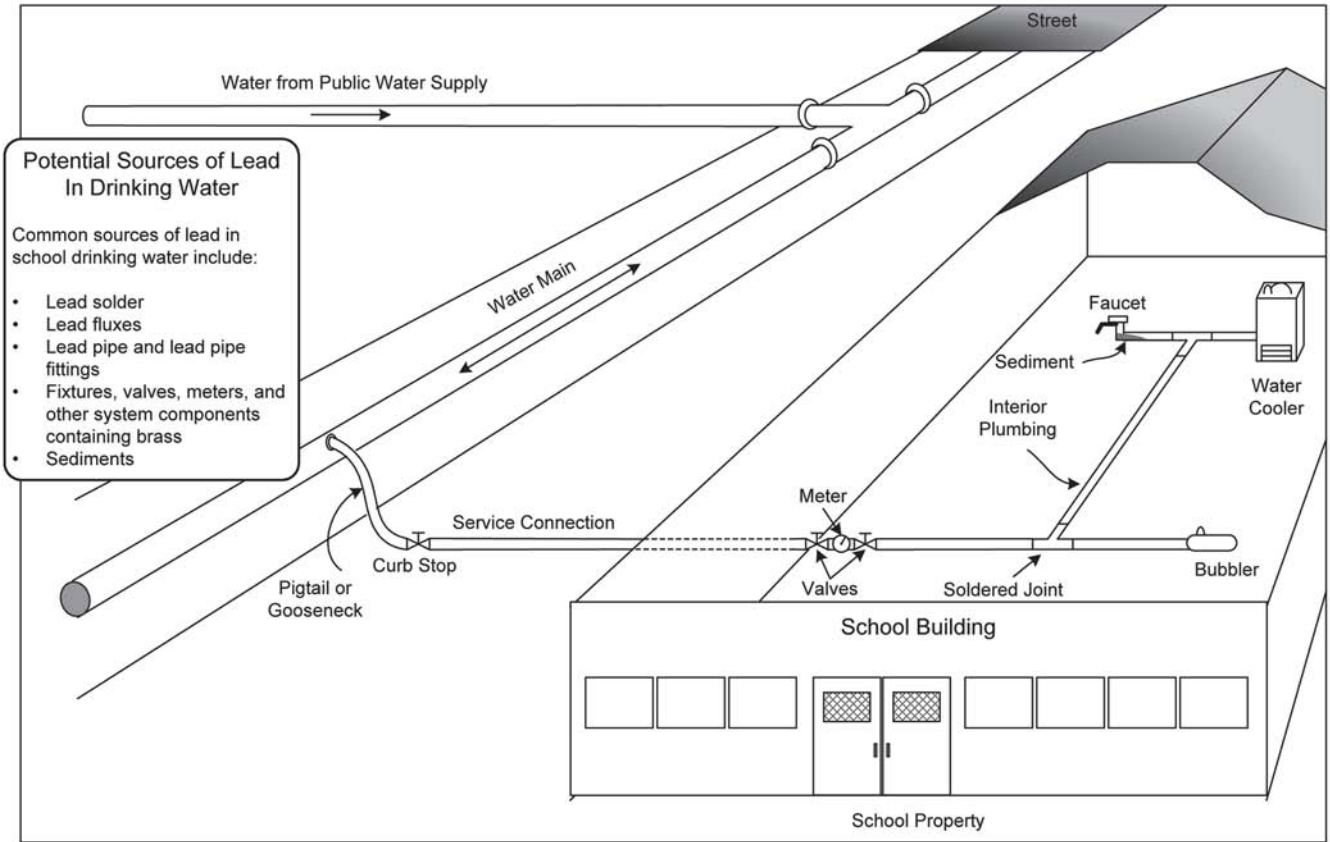
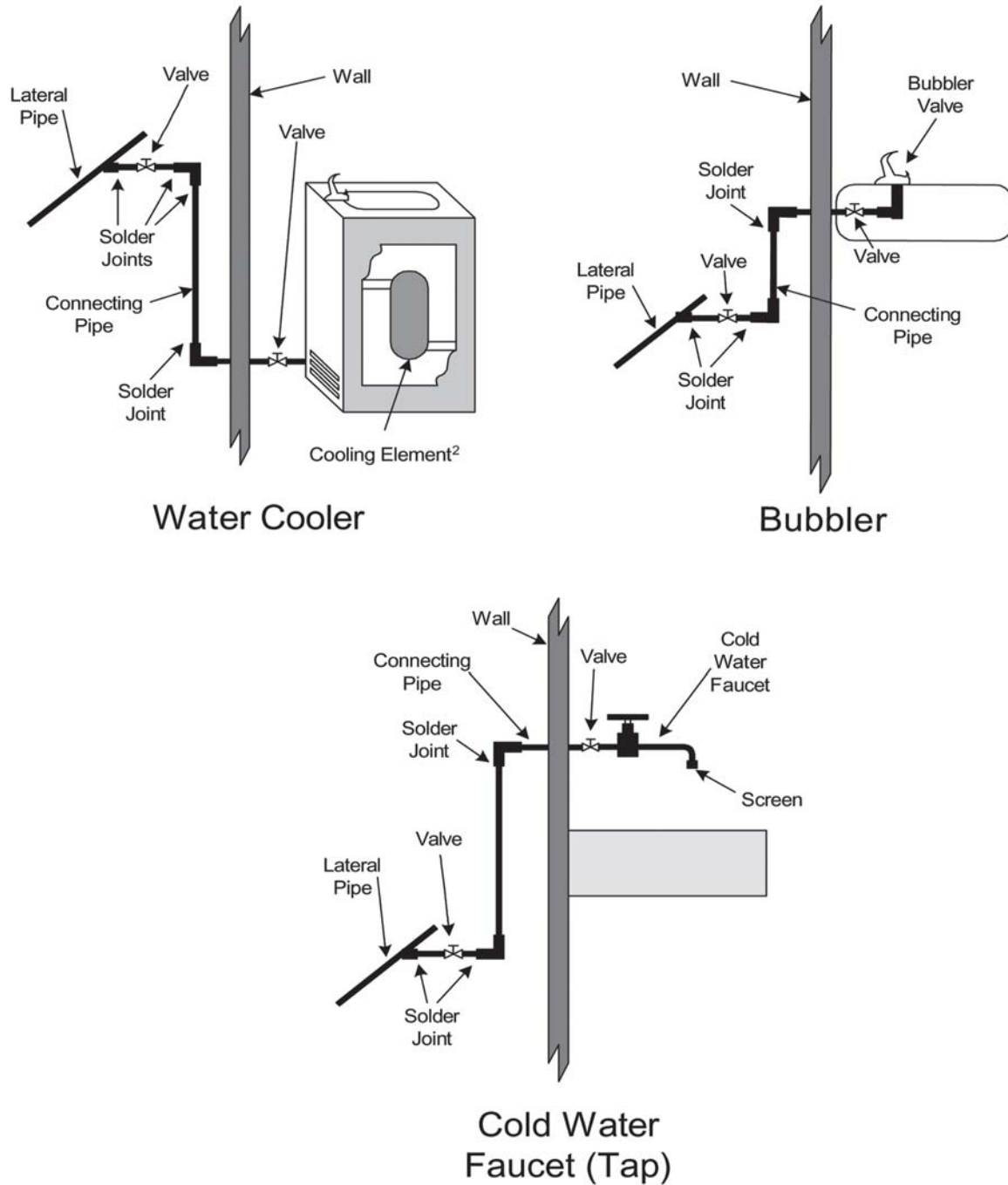


Exhibit 1.2: Common Drinking Water Outlets



¹Valve locations are approximate and will vary, depending upon installation.

²Old cooling elements may be lead-lined. For more information on replacement of lead-lined cooling elements, see Appendix E of this document.

1.4 How Lead in Drinking Water is Regulated

Lead is regulated in public drinking water supplies under a federal law known as the Safe Drinking Water Act (SDWA). This Act was initially passed in 1974 and, in part, requires EPA to establish regulations for known or potential contaminants in drinking water for the purpose of protecting public health.

The requirements developed by EPA apply to **public water systems**. *Schools that are served by a public water system* (i.e., a drinking water system that they do not own or operate) are not subject to the SDWA monitoring and treatment requirements, because those schools do not meet the definition of a public water system. However, some states may have monitoring and treatment requirements for these schools. Nearly all states have a drinking water office that implements the SDWA on behalf of EPA. Questions regarding the regulation of your drinking water may be directed to the appropriate state drinking water program office (see Appendix D for a directory of state programs).

Additional requirements under the Safe Drinking Water Act include specific provisions for controlling lead in drinking water:

- ▶ **THE LEAD BAN (1986):** A requirement that only lead-free materials be used in new plumbing and in plumbing repairs.
- ▶ **THE LEAD CONTAMINATION CONTROL ACT (LCCA) (1988):** The LCCA further amended the SDWA. The LCCA is aimed at the identification and reduction of lead in drinking water at schools and child care facilities. However, implementation and enforcement of the LCCA has been at each state's discretion. School monitoring and compliance has varied widely.
- ▶ **THE LEAD AND COPPER RULE (1991):** A regulation by EPA to minimize the corrosivity and amount of lead and copper in water supplied by public water systems.

The table below summarizes the significant elements of the SDWA with respect to lead in drinking water. Note that the 1991 Lead and Copper Rule *does not apply to schools that receive water from a public water system*.

REQUIREMENTS UNDER THE SAFE DRINKING WATER ACT

- **The 1986 SDWA Lead Ban.** This provision of the SDWA requires the use of “lead-free” pipe, solder, and flux in the installation or repair of any public water system or any plumbing in a residential or non-residential facility providing water for human consumption. Solders and flux are considered to be lead-free when they contain less than 0.2 percent lead. Before this ban took effect on June 19, 1986, solders used to join water pipes typically contained about 50 percent lead. Pipes and pipe fittings are considered “lead-free” under the Lead Ban when they contain less than 8 percent lead. Plumbing fixtures that are not “lead-free” were banned from sale after August 6, 1998. Plumbing fixtures are subject to the NSF International standard.

NOTE: “Lead-free” pipe is allowed to contain up to 8 percent lead and “lead-free” solder and flux may contain up to 0.2 percent lead. Lead-free plumbing components are not necessarily “free” of lead.

- **The 1988 Lead Contamination Control Act (LCCA).** The purpose of the LCCA is to reduce lead exposure and the health risks associated with it by reducing lead levels in drinking water at schools and child care centers. The LCCA created lead monitoring and reporting requirements for all schools, and required the replacement of drinking water fixtures that contained excessive levels of lead (see Appendix E for a listing of these fixtures). The provisions are not enforceable. As a result, states have the option to voluntarily enforce the provisions of the Act (or alternate provisions) through their own authority.
- **The 1991 Lead and Copper Rule (LCR).** The LCR requires public water suppliers to monitor for lead in drinking water and to provide treatment for corrosive water if lead or copper are found at unacceptable levels. EPA strongly recommends that schools test their facilities for lead. However, unless a school owns its water system, testing for lead and copper within the school is not specifically required. Therefore, many schools served by water systems owned by cities, towns, or other entities may have never been tested for lead under the LCR.

PUBLIC WATER SUPPLY TESTING VS. TESTING AT SCHOOLS

(15 ppb vs 20 ppb)

- It is important to note that the lead testing protocol used by public water systems is aimed at identifying system-wide problems rather than problems at outlets in individual buildings. Moreover, the protocols for sample size and sampling procedures are different. Under the LCR for public water systems, a lead action level of 15 parts per billion (ppb) is established for 1 liter samples taken by public water systems at high-risk residences. If more than 10 percent of the samples at residences exceed 15 ppb, system-wide corrosion control treatment may be necessary. The 15 ppb action level for public water systems is therefore a trigger for treatment rather than an exposure level.
- EPA recommends that schools collect 250 mL first-draw samples (i.e., samples of stagnant water before any flushing or use occurs) from water fountains and other outlets used for consumption, and that the water fountains and/or outlets be taken out of service if the lead level exceeded 20 ppb. The sample was designed to pinpoint specific fountains and outlets that require remediation (e.g. water cooler replacement). The school sampling protocol maximizes the likelihood that the highest concentrations of lead are found because the first 250 mL are analyzed for lead after overnight stagnation.

2. Planning Your Program and Establishing Partnerships

Monitoring for lead in your school's drinking water is extremely important. If you have never or have not recently monitored for lead in your school's drinking water, you are encouraged to begin the process by identifying any lead problems that you may have in your drinking water. You should start by identifying your existing resources, which include school records, available finances, and personnel. You should also research opportunities for assistance from your local public water supplier, state and local health agencies, and certified water testing laboratories.

2.1 Assigning Roles

Your school should assign responsibility to a key individual(s) to ensure that testing and follow-up actions are completed. A person should also be appointed to serve as the contact person for communication with interested parties (civic groups, the media, etc.). One person or more may be involved in these activities, but it is important to clearly define responsibilities and to support those people in their roles. An effective program will require a team effort.

If your school decides to use consultants or lab personnel, their roles should be defined with respect to the responsible person(s) at the school. Contact your state drinking water program or local health department if you need advice on how to identify a qualified consultant.

2.2 School Records

To determine if previous monitoring efforts have been made at your school, you should review your school records. Some schools conducted voluntary monitoring in cooperation with state or local officials in response to the 1988 Lead Contamination Control Act (LCCA). Other schools may have sampled for lead in response to state requirements. This information will be useful in filling out your Plumbing Profile Questionnaire (see Chapter 3), a tool that may be used to help determine whether lead is likely to be a problem in your facility. Records should also be reviewed to determine whether remediation actions have been taken. For example, have water coolers that contain lead been replaced (see Appendix E for a listing of banned water coolers)? While these records may not make additional testing or remediation unnecessary, they will help to prioritize your efforts and make them more efficient.

If testing or remediation was conducted in response to the 1988 Lead Contamination Control Act, it may have taken place 10 years ago or more. If you are not familiar with what activities may have taken place at your school and your records are incomplete or absent, you are encouraged to contact individuals that may have been involved in the past. Personnel that were involved may remember activities that were not well-documented. They may also remember whether other agencies or the local public water supplier were involved, which may mean that additional records are available.

2.3 Establishing Partnerships

2.3.1 Assistance from Your Public Water Supplier

Some public water suppliers have devoted resources to helping schools conduct testing for lead even though they may not be legally required to do so. As discussed in the previous chapter, public water suppliers are

required by the Lead and Copper Rule to monitor for lead at customers' taps. However, testing at schools was not specifically required unless the public water system was owned and operated by the school. Therefore, unless a school served by a public water system tested for lead on its own, or had testing voluntarily conducted by the public water system, neither the school nor the public water system is likely to have any record of testing. Although the public water system may treat the water to minimize corrosion, it is very important that you test to determine to what extent lead is leaching from plumbing within the school.

You are encouraged to contact your public water supplier to determine whether assistance or information on previous efforts is available. Although utilities are under no obligation to do so, assistance may be available through technical guidance, sampling, or sharing in sampling costs. Some utilities may be willing to help develop sampling plans (see Chapter 3) and plumbing profiles (see Chapter 3). The American Water Works Association (AWWA), a non-profit organization of water system professionals, recently prepared a summary of information for water suppliers on options for providing assistance to schools.

You should obtain the results of your water supplier's required monitoring under the Lead and Copper Rule to determine whether they are in compliance with the requirements of the Lead and Copper Rule. Your water utility should be able to tell you whether lead monitoring is current, whether the monitoring results are below the lead action level, and whether corrosion control treatment is provided. Your water supplier should also be able to tell you whether they have conducted lead monitoring at your school, and they may be able to give you some indication of whether lead could be a problem within your building(s).

You may wish to begin by contacting your local director of public works, water superintendent, or water department, depending upon how your utility is organized. Some utilities have Web sites with contact information. All public water suppliers are required to produce and distribute an annual Consumer Confidence Report (CCR). You may want to get in the habit of thoroughly reviewing your utility's CCR for important information about the water chemistry and overall water quality. Changes in water chemistry or quality may affect your school's long-term sampling plan. The CCR also provides the name(s) and contact information for those at your utility who may be able to answer any questions you have.

Questions to Ask Your Drinking Water Supplier

It is important to know who supplies your facility's drinking water, and whether and how the water entering your facility is treated. Some kinds of treatment can make the water more corrosive, while others will reduce the problem. If the water is corrosive, treatment can reduce lead levels throughout the system and can save you and the supplier money by reducing damage to plumbing. The following are some questions you may want to ask your public water supplier:

- Ask for a copy of the most recent annual water quality report (CCR).
- Is the water system in compliance with federal and state standards for lead monitoring and treatment?
- What steps have been taken to maintain compliance with the Lead and Copper Rule?
- Does the utility have sample results from the school?
- Is the water corrosive? If so, what is the system doing to minimize corrosion?
- If a corrosion control chemical is used, does the chemical form a protective coating inside the piping?
- Does the water distribution system have any lead piping (for example, lead gooseneck at service connections), and does the system plan to remove these sources of lead?

2.3.2 Assistance from Your Local Health Office

Many local governments have established programs that are responsible for a wide variety of public health protection activities, such as a Lead Poisoning Prevention Program. These programs are often the first line of defense when public health risks arise. Lead programs for children are often a high priority for local health offices.

You may wish to contact the local health office to discuss your needs. Although resources may be limited, the office may be willing to provide assistance in a variety of ways. For example, a representative may be able to attend Parent and Teacher Association meetings to discuss potential health effects, as well as to act as a contact with state programs to obtain information and assistance. A representative may even be able to assist in developing the plumbing profile, conducting sampling, or in taking follow-up action.

The phone number for your local health office should be in the listings under your county or city government. Many offices also have a Web site. The following Web site contains information about many local health departments listed by state http://www.healthguideusa.org/local_health_departments.htm.

2.3.3 Assistance from Your State Drinking Water Program

As discussed in Chapter 1, the only federal requirement that applies uniformly to schools that receive water from a public water system is the ban on the installation of water system components that are not lead-free (the Lead Ban).

You are encouraged to contact your state program to determine whether any other requirements apply, or whether technical assistance is available. The drinking water program may be housed in the department of health or the department of the environment. A listing of state program contacts is contained in Appendix D. Most state programs also have Web sites with contact information. The following Web site contains information about many state health departments http://www.healthguideusa.org/state_health_departments.htm. When discussing the issue with your state program, you may wish to request assistance with voluntary compliance with the Lead Contamination Control Act. Since most state programs are familiar with the Act, this should help to clarify your request.

If you have not been able to make contact with your local public water supplier, you may also wish to ask whether the state program can provide information on monitoring compliance, results, and treatment. Your state program regulates all such water suppliers for compliance with the Lead and Copper Rule, and therefore should have this information readily available.

You may also wish to ask the state drinking water program staff about other state programs that are involved in reducing lead risks for children. There may be an interest in developing a cooperative effort between state programs or between state and local agencies.

2.3.4 Assistance from Certified Laboratories

Your state drinking water office should be able to provide a list of certified laboratories in your area. You should only use a laboratory that is certified by the state or EPA for testing lead in drinking water for public water systems.

Some laboratories will provide assistance in addressing the activities described in this manual. For example, some laboratories will collect samples for clients to ensure proper sampling technique and sample preservation. However, costs for services will vary and you may wish to contact several certified labs.

If outside laboratory personnel are used, you should ensure that they understand the testing procedures described in this manual because these procedures differ from those used by public water suppliers for compliance with the Lead and Copper Rule.

2.3.5 Assistance from Local Community Organizations

Your community has a variety of local organizations that can help; for example community volunteer groups, senior citizens groups, the Parent and Teacher Associations, and local environmental groups. Tap into the expertise of people in your community who may be able to help with all aspects of your lead in drinking water reduction program. Another useful resource is your region's Pediatric Environmental Health Speciality Unit (PEHSU). Your region's PEHSU may be able to provide risk communication support to school districts; for more information please visit <http://www.aoec.org/PEHSU.org>.

Contacting these groups is another way for your school to foster support. These groups might be willing to volunteer time to collect samples and train others to collect samples.

II. Testing

3. Assessment and Strategy: Plumbing Profile and Sampling Plan

3.1 Development of a Plumbing Profile for Your Facility's Plumbing

Before testing and correcting lead problems, it is important to target potential problems and to assess the factors that can contribute to lead contamination and the extent to which contamination might occur in your facility. You can best accomplish these objectives by developing a plumbing profile of your facility. If your facility has additions, wings, or multiple buildings built during different years, a separate plumbing profile may be recommended for each. A plumbing profile can be created by answering a series of questions about your facility's plumbing. Every school is unique and a plumbing profile will help you understand the potential sources of lead in your facility. Conducting this survey of your facility's plumbing will enable you to:

- Understand how water enters and flows through your building(s).
- Identify and prioritize sample sites. EPA recommends the following sites as priority sample sites: drinking fountains (both bubbler and water cooler style), kitchen sinks, classroom combination sinks and drinking fountains, home economics room sinks, teachers' lounge sinks, nurse's office sinks, sinks in special education classrooms, and any other sink known to be or visibly used for consumption (e.g., coffeemaker or cups are nearby).
- Understand whether you may have a widespread contamination problem or only localized concerns.
- Plan, establish, and prioritize remedial actions, as necessary.

Exhibit 3.1 provides a plumbing profile questionnaire discussion and interpretations of possible answers designed to help you plan your testing strategy and develop your sampling plan. Planning your strategy will enable you to conduct testing in a cost-efficient manner. For a blank copy of the plumbing profile questionnaire, see Appendix I.

Exhibit 3.1: Plumbing Profile Questionnaire

Plumbing Profile Questions	What Your Answers to the Plumbing Profile Questions Mean
<p>The questions in this column will help you determine whether lead is likely to be a problem in your facility, and will enable you to prioritize your sampling effort.</p>	<p>This column discusses the significance of possible answers to the plumbing profile questions.</p>
<p>1. When was the original building constructed?</p> <p>Were any buildings or additions added to the original facility? If so, complete a separate plumbing profile for each building, addition, or wing.</p>	<p>Older Buildings – Through the early 1900s, lead pipes were commonly used for interior plumbing in certain parts of the country in public buildings and private homes. Plumbing installed before 1930 is more likely to contain lead than newer pipes. Between 1920 and 1950, galvanized pipes were also used for plumbing. After 1930, copper generally replaced lead as the most commonly used material for water pipes. Up until the mid- to late-1980s (until the lead-free requirements of the 1986 Safe Drinking Water Act Amendments took effect), lead solder was typically used to join these copper pipes. The efforts of your public water supplier over the years to minimize the corrosiveness of the water may have resulted in mineral deposits forming a coating on the inside of the water pipes (passivation). This coating insulates the water from the plumbing and results in decreased lead levels in water. If the coating does not exist or is disturbed, the water is in direct contact with any lead in the plumbing system.</p> <p>Newer Buildings – New buildings are not likely to have lead pipes in their plumbing systems, but they are very likely to have copper pipes with solder joints. Buildings constructed prior to the late 1980s, before the lead-free requirements of the 1986 Safe Drinking Water Act Amendments, may have joints made of lead solder. Buildings constructed after this period should have joints made of lead-free solders. Even if “lead-free” materials were used in new construction and/or plumbing repairs, lead leaching may occur.</p>

<p>2. If built or repaired since 1986, were lead-free plumbing and solder used in accordance with the lead-free requirements of the 1986 Safe Drinking Water Act Amendments? What type of solder has been used?</p> <p>In some areas of the country, it is possible that high-lead materials were used until 1988 or perhaps even later. Your local plumbing code authority or building inspector may be able to provide guidance regarding when high-lead materials were last used on a regular basis in your area.</p>	<p>The 1986 Amendments to the Safe Drinking Water Act banned plumbing components that contained elevated levels of lead. Lead-free solder and flux (not more than 0.2% lead) and pipe, pipe fittings, and fixtures (not more than 8% lead) must now be used. The leaching potential of lead-free (i.e., tin-antimony) solder is much less than lead solder. The leaching potential of lead-free pipe, pipe fittings, and fixtures is also less, but leaching is still possible.</p> <p>If lead-free materials were not used in new construction and/or plumbing repairs, elevated lead levels can be produced. If the film resulting from passivation does not exist or has not yet adequately formed, any lead that is present is in direct contact with the water.</p>
<p>3. When were the most recent plumbing repairs made (note locations)?</p>	<p>Corrosion occurs (1) as a reaction between the water and the pipes and (2) as a reaction between the copper and solder (metal-to-metal). This latter reaction is known as galvanic corrosion, which can be vigorous in new piping. If lead solders were used in the piping or if brass faucets, valves, and fittings containing alloys of lead were installed (<i>see response to Question 8 below for further discussion of brass</i>), lead levels in the water may be high. After about 5 years, however, this type of reaction (galvanic corrosion) slows down and lead gets into water mainly as a result of water being corrosive. If the water is non-corrosive, passivation is likely to have occurred and to have reduced opportunities for lead to get into the water system.</p> <p>For these reasons, if the building (or an addition, new plumbing, or repair) is less than 5 years old and lead solder or other materials (e.g., brass faucets containing lead alloys) were used, you may have elevated lead levels. If water supplied to the building is corrosive, lead can remain a problem regardless of the plumbing's age.</p>

<p>Lead piping was often used for the service connections that join buildings to public water systems. The service connection is the pipe that carries drinking water from a public water main to a building. Some localities actually required the use of lead service connections up until the lead-free requirements of the 1986 Safe Drinking Water Act Amendments took effect. Although a protective layering of minerals may have formed on these pipes, vibrations can cause flaking of any protective build-up and, thus, allow lead contamination to occur.</p>	<p>4. With what materials is the service connection (the pipe that carries water to the school from the public water system's main in the street) made? Note the location where the service connection enters the building and connects to the interior plumbing.</p>
<p>Survey your building for exposed pipes, preferably accompanied by an experienced plumber who should be able to readily identify the composition of pipes on site. Most buildings have a combination of different plumbing materials:</p> <ul style="list-style-type: none"> • Lead pipes are dull gray in color and may be easily scratched by an object such as a knife or key. Lead pipes are a major source of lead contamination in drinking water. • Galvanized metal pipes are gray or silver-gray in color and are usually fitted together with threaded joints. In some instances, compounds containing lead have been used to seal the threads joining the pipes. Debris from this material, which has fallen inside the pipes, may be a source of contamination. • Copper pipes are red-brown in color. Corroded portions may show green deposits. Copper pipe joints were typically joined together with lead solders until the lead-free requirements of the 1986 Safe Drinking Water Act Amendments took effect. • Plastic pipes, especially those manufactured abroad, may contain lead. If plastic pipes are used, be sure they meet NSF International standards. (Note: NSF International is an independent, third-party testing organization. Product listings can be obtained by visiting their Web site at http://www.nsf.org/business/search_listings/index.asp.) 	<p>5. Specifically, what are the potable water pipes made of in your facility (note the locations)?</p> <ul style="list-style-type: none"> • Lead • Plastic • Galvanized Metal • Cast Iron • Copper • Other <p>Note the location of the different types of pipe, if applicable, and the direction of water flow through the building. Note the areas of the building that receive water first, and which areas receive water last.</p>
<p>Some older tanks may contain coatings that are high in lead content.</p> <p>Tanks may accumulate sediment that could be flushed back into the plumbing system under certain circumstances. You may wish to contact the supplier or manufacturer to obtain information about coatings. You may also wish to hire a plumber or tank service contractor to inspect your tanks, especially gravity storage tanks that are located outside of the building.</p>	<p>6. Do you have tanks in your plumbing system (pressure tanks, gravity storage tanks)?</p> <p>Note the location of any tanks, and any available information about the tank; e.g., manufacturer, date of installation.</p>

<p>7. Was lead solder used in your plumbing system? Note the locations of lead solder.</p>	<p>The 1986 Amendments to the Safe Drinking Water Act banned plumbing components that contained high levels of lead. Lead-free solder and flux (not more than 0.2% lead) must now be used. The leaching potential of lead-free (i.e. tin-antimony) solder is much less than lead solder. It is likely that high-lead solder and fluxes continued to be used until 1988 and even later in some areas of the country. Your local plumbing code authority or building inspector may be able to provide guidance regarding when high-lead solder was last used on a regular basis in your area.</p>
<p>8. Are brass fittings, faucets, or valves used in your drinking water system? (Note: Most faucets are brass on the inside.) You may want to note the locations on a map or diagram of your facility and make extensive notes that would facilitate future analysis of lead sample results.</p>	<p>Brass fittings, faucets, and valves are golden yellow in color, similar to copper in appearance, or are plated with chrome. Brass is composed primarily of two metals, copper and zinc. Most brasses contain lead ranging from 2 percent to 8 percent. That lead can contaminate the water contact surface when it is smeared on the machined surfaces during production. After 1996, brass fittings installed in drinking water outlets such as faucets and water coolers must meet NSF standards for lead content. While this percentage is considered lead-free under the 1986 Safe Drinking Water Act Amendments, some contamination problems still may occur. Older brass faucets may contain higher percentages of lead and lead solder in their interior construction and pose contamination problems. Note that your state or local government may have imposed this standard prior to 1988.</p> <p>The degree to which lead will leach from brass products containing alloys with less than 8 percent lead is dependent upon the corrosiveness of the water and the manufacturing process used to develop the product. A study revealed that fabricated faucets tend to contribute less lead to the water than faucets manufactured by the permanent mold process, regardless of the amount of lead in the alloy.</p> <p>In response to a requirement of the 1996 SDWA, EPA worked with the plumbing industry and NSF International to develop a voluntary industry standard that is designed to minimize the amounts of lead being leached from these products. This standard is NSF/ANSI Standard 61, Section 9. Since 1998, all plumbing fixtures for use as drinking water supply must meet this standard. You should require NSF/ANSI 61 certification on all drinking water system products purchased. Include a copy of the NSF/ANSI 61 certificate as a requirement on your purchase orders. The distributor or manufacturer can provide you with a list of certified products. You should require NSF/ANSI 61 certification on all drinking water system products used in new construction and inform your architects and revise your building specifications.</p>

<p>In addition to lead components in the plumbing system, lead solders or lead in the brass fittings and valves used in some taps, bubblers, and refrigerated water coolers may be sources of lead. It is important to identify the locations of all such drinking water outlets. Faucets in restrooms should not be used to obtain water for drinking. Although they may be adequate for washing hands, they may not be appropriate for drinking purposes. You may consider posting “do not drink” signs.</p>	<p>9. How many of the following outlets provide water for consumption? Note the locations.</p> <ul style="list-style-type: none"> • Water Coolers • Bubblers • Ice Makers • Kitchen Taps • Drinking Fountains or Taps
<p>Water coolers may be a major source of lead contamination. The Federal Consumer Product Safety Commission negotiated an agreement with Halsey Taylor through a consent order agreement published in June 1990 to provide a replacement or refund program that addresses all the water coolers listed by EPA as having lead-lined tanks. Halsey Taylor was the only company identified by EPA as manufacturing some water coolers with lead-lined tanks. Additionally, some coolers manufactured by EBCO had a bubbler valve and one soldered joint that contained lead.</p> <p>See Appendix E of this manual for a summary of EPA’s list of water coolers found to contain lead. Use the list to help prioritize your sampling. If your water cooler is listed as having a lead-lined tank, you should not use the water for drinking, and you should remove the cooler immediately as these coolers pose the highest risk of contamination.</p>	<p>10. Has your school checked the brands and models of water coolers and compared them to the listing of banned water coolers in Appendix E? Note the locations of any banned coolers.</p>
<p>Lead-containing sediments that are trapped on screens can be a significant source of lead contamination. Sediments should be tested for the presence of lead, and your facility should create a routine maintenance program to clean the screens frequently. If sediment has been a reoccurring problem regular cleaning of the screens and additional investigating into why the debris is accumulating is appropriate. However, the manufacturer or water service provider should be contacted to obtain instructions.</p>	<p>11. Do outlets that provide drinking water have accessible screens or aerators? (Standard faucets usually have screens. Many coolers and bubblers also have screens.) Note the locations.</p>
<p>Frequent leaks, rust-colored water, and stains on fixtures, dishes, and laundry are signs of corrosive water. Blue-green deposits on pipes and sinks indicate copper corrosion; brown stains result from the corrosion of iron. Where such symptoms occur, high levels of lead, copper, and iron may be present in the water. Lead can accumulate with iron, which can form sediments that are hard to remove.</p>	<p>12. Have these screens been cleaned? Note the locations.</p>
<p>Frequent leaks, rust-colored water, and stains on fixtures, dishes, and laundry are signs of corrosive water. Blue-green deposits on pipes and sinks indicate copper corrosion; brown stains result from the corrosion of iron. Where such symptoms occur, high levels of lead, copper, and iron may be present in the water. Lead can accumulate with iron, which can form sediments that are hard to remove.</p>	<p>13. Can you detect signs of corrosion, such as frequent leaks, rust-colored water, or stained dishes or laundry? Note the locations.</p>

<p>If electrical equipment, such as telephones, has been installed using water pipes as a ground, the electric current traveling through the ground wire will accelerate the corrosion of any interior plumbing containing lead. The practice should be avoided, if possible. However, if existing wires are already grounded to water pipes, the wires <i>should not be removed</i> from the pipes unless a qualified electrician installs an alternative grounding system. Check with your local building inspector on this matter. Your state or local building code may require grounding of the wires to the water pipes. Improper grounding of electrical equipment may cause severe shock.</p>	<p>14. Is any electrical equipment grounded to water pipes? Note the locations.</p>
<p>Although you cannot see, taste, or smell lead dissolved in water, the presence of a metallic taste or rusty appearance may indicate corrosion and possible lead contamination.</p>	<p>15. Have there been any complaints about water taste (metallic, etc.) or rusty appearance? Note the locations.</p>
<p>As discussed previously, lead testing may have previously been done voluntarily under the Lead Contamination Control Act. Results of analyses of general water quality, such as measures of pH, calcium hardness, and carbonate alkalinity, can provide important clues about the corrosiveness of the water. Generally, the higher the values of these parameters, the less likely it is that your water is corrosive. If you have no data from your school, your public water system should at least be able to provide information about the general water quality.</p>	<p>16. Check building files to determine whether any water samples have been taken from your building for any contaminants (also check with your public water supplier).</p> <ul style="list-style-type: none"> • Name of contaminant(s)? • What concentrations of these contaminants were found? • What was the pH level of the water? • Is testing done regularly at your facility?
<p>You should incorporate this information into decisions regarding sample locations and sampling protocol. You may wish to note the direction of water flow and the location of fixtures, tanks, areas of sediment accumulation, areas of corrosion, etc., on a sketch or blueprint of the plumbing.</p>	<p>17. Other plumbing questions:</p> <ul style="list-style-type: none"> • Are blueprints of the building available? • Are there known plumbing “dead-ends,” low use areas, existing leaks or other “problem areas”? • Are renovations being planned for part or all of the plumbing system?

Now that you understand the potential dangers of lead contamination in drinking water and the laws and programs in place to address this problem, it is time to begin development of a plumbing profile and a sampling plan.

3.2 Who Should Create the Sampling Plan? - Leadership in Sampling

As discussed in Chapter 2, it is important to designate a school employee(s) to take responsibility of the sampling program and follow-up activities, even if someone else is hired to conduct testing. If laboratory representatives or consultants are used to conduct testing, you should ensure that they have experience in conducting lead testing at schools. You may wish to ask the laboratory or consultant for references. Contact your state or local health department or drinking water program if you need advice on how to identify a qualified consultant.

3.3 Where Should I Sample? - Determining Sample Locations

You must decide where to take samples and how to prioritize the sample sites based on your responses to the plumbing profile and your knowledge of the facility. If possible, every outlet used for drinking or cooking should be sampled. *At a minimum*, every outlet that is regularly used for cooking and drinking should be sampled. Sample sites that are most likely to have lead contamination include:

- Areas containing lead pipes or lead solder.
- Areas of recent construction and repair in which materials containing lead were used.
- Areas where the plumbing is used to ground electrical circuits.
- Areas of low flow and/or infrequent use.
- Areas containing brass fittings and fixtures.
- Water coolers identified by EPA (See Appendix E) as having lead-lined storage tanks or lead parts. These should be removed.

It may be helpful to diagram the plumbing in your facility and the outlets that will require testing. Examples of plumbing configurations for a single-level building and a multi-level building are illustrated in Exhibits 3.2 and 3.3, respectively. Locate service connections, headers, laterals, loops, drinking water fountains (bubblers and coolers), riser pipes and different drinking water loops (*see Appendix A for a glossary of these plumbing terms*), and decide in what order you wish to take samples.

As shown in the above-mentioned Exhibits, water is carried to the different floors in a multi-level building by one or more riser pipes. Water from the riser pipes is usually distributed through several different drinking water loops. In addition, in some buildings, water may be stored in a tank prior to distribution. In single-story buildings, the water comes from the service connection via main plumbing branches, often called headers. These, in turn, supply water to laterals. Smaller plumbing connections from the laterals and loops supply water to the faucets, drinking water fountains, and other outlets. For sampling purposes, water within a plumbing system moves “downstream” from the source (i.e., from the distribution main in the street through the service connection and through the building).

3.4 Who Should Collect the Samples and Where Do Samples Go for Analysis? - Collection and Analysis of Samples

Deciding who will collect samples will be based, in part, on who will analyze the samples. Choosing an individual who is adequately trained to collect samples may help avoid sampling errors. Some state drinking water programs or public water suppliers may provide both services, although there is no federal requirement that they do so. Regardless of who collects the samples, you should employ a certified laboratory to conduct sample analyses. Contact your state drinking water program (Appendix D) or EPA's Safe Drinking Water Hotline (Appendix B and C) for a list of certified laboratories in your area. Consider the following issues prior to making a selection:

- Will the laboratory take samples for you or will they provide training and sample containers for collectors designated by you? (Testing activities can be useless if sample collectors do not follow proper sampling procedures.)
- If it is determined that a laboratory or other consultant will take your samples, make sure they understand the sample protocol. This protocol is described in the next section. *Make sure that laboratories or consultants thoroughly understand this protocol and do not confuse it with the lead testing protocol used by public water suppliers.* The two protocols are different.
- What is the cost of the laboratory's services? Costs will vary, depending upon the extent of the services to be provided (e.g., if only analyses are conducted or if other services such as sample collection are provided). You may want to contact several laboratories to compare prices and services, and you may wish to combine your sampling with another school to obtain a cheaper analysis rate.
- What is the laboratory's time frame for providing sample results?
- Recordkeeping is a crucial activity. *Appendix F contains a sample recordkeeping form and identifies the type of information you should consider recording.*
- Establish a written agreement or contract with the laboratory for all of the services to be provided.

Exhibit 3.2: Plumbing Configuration for a Single-Level Building

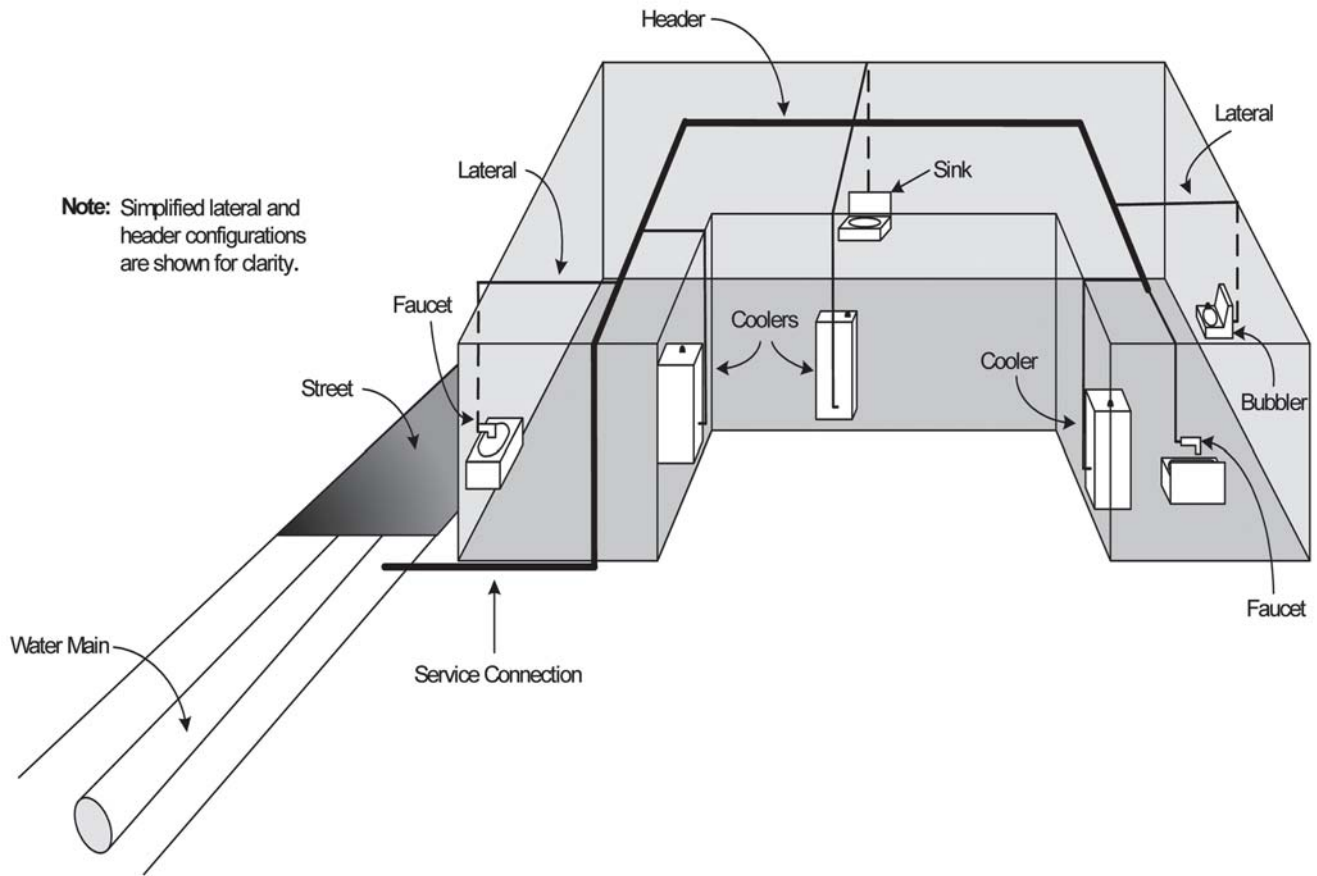
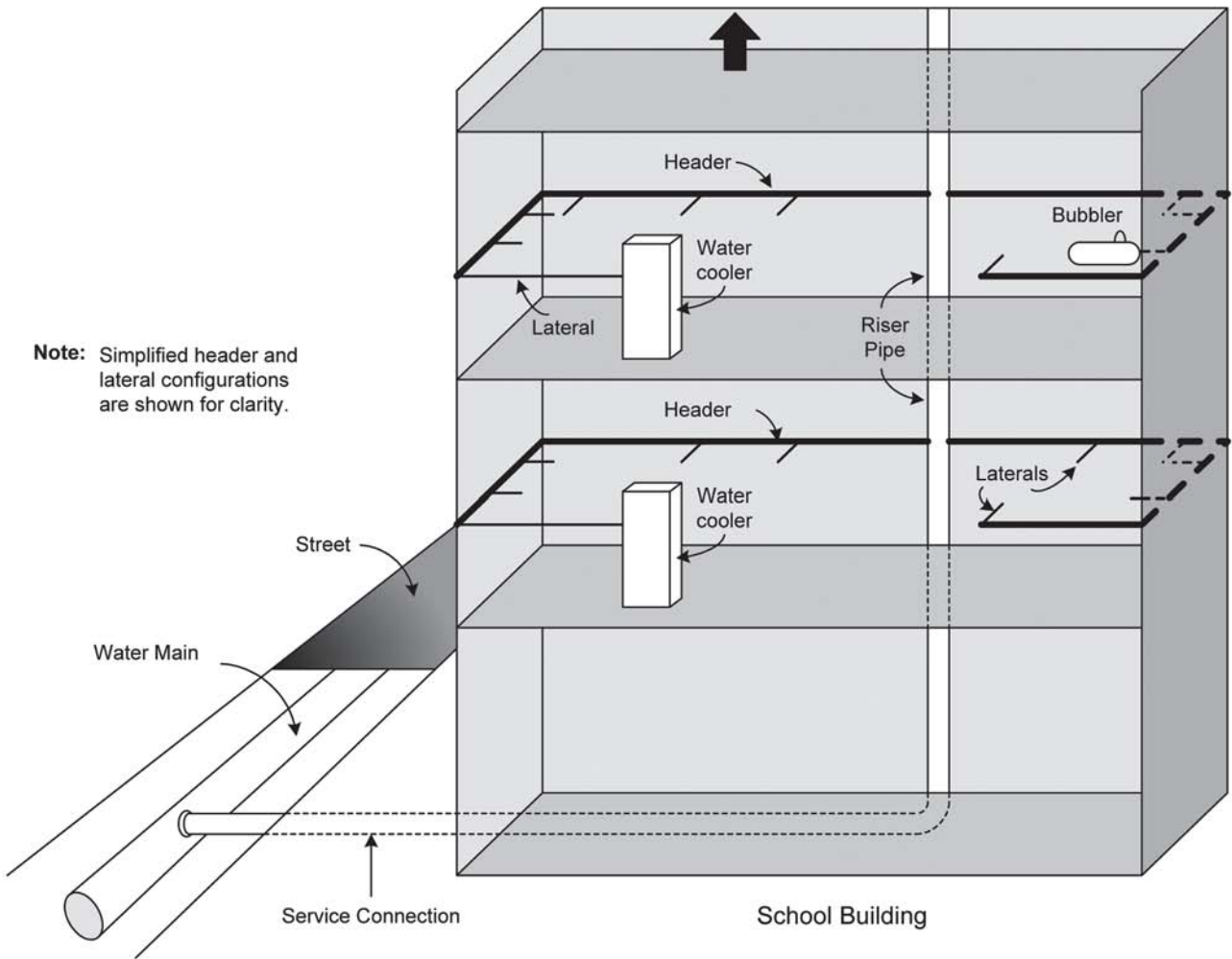


Exhibit 3.3: Plumbing Configuration for a Multi-Level Building



4. Conducting Sampling

4.1 General Sampling Procedures

This section outlines the general procedures involved in collecting drinking water samples for lead testing, and the two-step sampling process for sampling at your school. Please note that the general two-step sampling process in this chapter contains recommendations for sampling that were created for typical plumbing configurations. If you believe that the recommendations do not fit your specific site conditions, you may wish to modify them as appropriate. See additional discussion in 4.4.3. **EPA strongly recommends that all water outlets in all schools that provide water for drinking or cooking meet a standard of 20 parts per billion (ppb) lead or less.**

4.2 Collection Procedures

- (1) All water samples collected should be 250 milliliters (mL) in volume. School samples are smaller than the one liter sample collected by public water suppliers for compliance with the Lead and Copper Rule. A smaller sample is more effective at identifying the sources of lead at an outlet because a smaller sample represents a smaller section of plumbing. A smaller sample is also more representative of water per serving consumed by a child. A 250 mL sample from a faucet would not include portions of the plumbing behind the wall that the faucet is mounted on, for example, compared to a 1000 mL (1 liter) sample, which would include a longer line of plumbing with its valves and tees and elbows and soldered joints.
- (2) Collect all water samples before the facility opens and before any water is used. Ideally, the water should sit in the pipes unused for at least 8 hours but not more than 18 hours before a sample is taken. However, water may be more than 18 hours old at some outlets that are infrequently used. If this is typical of normal use patterns, then these outlets should still be sampled.
- (3) Make sure that no water is withdrawn from the taps or fountains from which the samples are to be collected prior to their sampling.
- (4) Unless specifically directed to do so, do not collect samples in the morning after vacations, weekends, or holidays because the water will have remained stagnant for too long and would not represent the water used for drinking during most of the days of the week.
- (5) Assign a unique sample identification number to each sample collected - use your sampling plan schematic or numbering system. Record the identification number on the sample bottle and on your recordkeeping form (*see Appendix F*). On your recordkeeping form include information on:
 - Type of sample taken, e.g., initial first draw, follow-up flush, etc.
 - Date and time of collection.
 - Name of the sample collector.
 - Location of the sample site.
 - Name of the manufacturer that produced the outlet, and the outlet's model number, if known.

Consult the sample form in Appendix F for additional recordkeeping items.

4.3 Laboratory Analysis and Handling of Sample Containers

As discussed in the previous chapter, the certified drinking water lab that you select will either collect the samples for you or they will provide you with materials and instructions if you plan to collect your own samples.

If you collect your own samples, follow the instructions provided by the laboratory for handling sample containers to ensure accurate results (*also see Appendix G – Preservation of Samples and Sample Containers*). Make sure the containers are kept sealed between the time of their preparation by the lab and the collection of the sample. Be sure to carefully follow the laboratory's instructions for preservation of the samples. Icing or refrigeration of the samples will likely be necessary. Most laboratories will provide shipping containers and ice packs if shipping is necessary.

When the laboratory returns your test results, the concentrations of lead in your drinking water samples will be reported in metric form such as milligrams per liter (mg/L) or micrograms per liter ($\mu\text{g/L}$), or they will be reported as a concentration such as parts per million (ppm) or parts per billion (ppb), respectively.

Milligrams per liter (mg/L) is essentially the same as parts per million (ppm). Micrograms per liter ($\mu\text{g/L}$) is essentially the same as parts per billion (ppb).

Examples: 1 mg/L = 1000 $\mu\text{g/L}$ = 1ppm = 1000ppb; 0.020 mg/L = 20 $\mu\text{g/L}$ = 0.02ppm = 20ppb

4.4 Overview of the Two-Step Sampling Process

EPA recommends that a two-step sampling process be followed for identifying lead contamination. Lead in a water sample taken from an outlet can originate from the outlet fixture (the faucet, bubbler etc.), plumbing upstream of the outlet fixture (pipe, joints, valves, fittings etc.), or it can already be in the water that is entering the facility. The two-step sampling process helps to identify the actual source(s) of lead.

In Step 1, initial samples are collected to identify the location of outlets providing water with elevated lead levels and to learn the level of the lead in the water entering the facility (i.e., at the service connection). In Step 2, follow-up flush samples are taken only from outlets identified as problem locations to determine the lead level of water that has been stagnant in upstream plumbing, but not in the outlet fixture. Sample results are then compared to determine the sources of lead contamination and to determine appropriate corrective measures.

The protocol, which consists of an established sample size volume and water retention time, is designed to identify lead problems at outlets and upstream plumbing within school facilities, and in the water entering the facility.

This section provides a brief definition and overview of the purpose of each of the two steps in EPA's lead testing process.

4.4.1 Step 1: Initial Sampling

In Step 1, initial samples are taken from prioritized outlets (e.g., bubblers, fountains) in the facility. These samples determine the lead content of water sitting in water outlets that are used for drinking or cooking within your building(s). A sample is also collected from a tap located as near as possible to the service

connection (i.e., the pipe connecting your facility to a larger water main). Initial service connection samples are flush samples, but the initial samples taken from bubblers, fountains, and other outlets used for consumption are all first-draw samples (i.e., the stagnant water is sampled before any flushing or use occurs). The goal of Step 1 is to compare the lead level of water from your facility's service connection to water that has remained stagnant between 8 and 18 hours in an outlet or fixture.

To determine the lead content in water from your facility's service connection, first contact your public water supplier to identify what lead levels you might expect. *(If you completed the plumbing profile questionnaire in Appendix I that is also discussed in Exhibit 3.1, you will already have this information.)* Second, test water that is representative of your service connection and the mains in your public water system. Compare the results to determine what contribution your service connection is making to lead concentrations in your building (see Exhibit 4.3). Then, compare this finding to the results from outlets in the facility. For sampling instructions for initial samples from service connections, mains, and different types of water outlets, see Exhibits 4.3 through 4.9.

Before beginning sampling, you should repair any leaking outlets to ensure that you collect representative samples.

4.4.2 Step 2: Follow-Up Flush Sampling

If initial test results reveal lead concentrations greater than 20 ppb in a 250 mL sample for a given outlet, follow-up flush testing described in Step 2 is recommended to determine if the lead contamination results are from the fixture or from interior plumbing. EPA has established this trigger for follow-up flush testing to ensure that the sources of lead contamination in drinking water outlets are identified. The table below provides details of an additional sub-step that might be taken to eliminate particulate debris that can collect on aerators and screens as a source of lead.

In Step 2, follow-up flush samples are collected and analyzed from outlets whose initial first draw results revealed lead concentrations greater than 20 ppb. The purpose of Step 2 is to pinpoint where (i.e., fixtures or interior plumbing) lead is getting into drinking water so that appropriate corrective measures can be taken.

As with initial first draw samples, follow-up flush samples are to be taken before a facility opens and before any water is used. Follow-up flush samples generally involve the collection of water from an outlet where the water has run for 30 seconds. This sampling approach is designed to analyze the lead content in the water in the plumbing behind the wall. The sampler should induce a small (e.g., pencil-sized) steady flow of water from the outlet or other sample location. The sampler should be careful not to begin with a high rate of flow, and then reduce the flow just prior to sampling. Sudden changes in flow could stir up sediments or cause sloughing of pipe films that would not be characteristic of typical water use patterns.

TIP: Some schools may opt to clean the aerators prior to collecting initial first draw samples. However, EPA recommends that the collection of first draw samples without aerators should only be permissible if the outlet does not normally have an aerator, or if your school has a documented routine maintenance program for removing, cleaning, and replacing aerators on drinking water outlets. If your school does not have an aerator maintenance program in place, removing, cleaning, and replacing the aerators prior to sampling for diagnostic purposes will provide sampling results that cannot be assured to represent the water that the children and staff are routinely drinking from the outlet.

Eliminating Particulate Lead as a Source of Lead in Drinking Water

Alternative Step 2:

If initial first draw sampling results reveal concentrations higher than 20 ppb in the 250 mL sample for a given outlet, a contributing source of the elevated lead levels could be the debris in the aerator or screen of the outlet. By cleaning the aerator or screen and retesting the water following the initial first draw sampling procedures you can identify whether or not the debris is a contributing source to elevated lead levels in your facility.

Determining aerator/screen debris contribution:

Scenario 1: Your initial first draw sampling result was higher than 20 ppb, you decide to see if the aerator is a contributing source of lead in the water. After cleaning out your aerator you take another first draw sample.* The results come back less than or close to 5 ppb or the detection level. This result tells you that the debris in the aerator was contributing to elevated levels in your school. Continue to clean out the aerator on a regular basis and this outlet is O.K. to use. However, please note that without regular maintenance this tap may serve water with elevated lead levels.

Scenario 2: Your initial first draw sampling result is 25 ppb, you decide to see if the aerator is a contributing source of lead in the water. After cleaning out your aerator you take another first draw sample.* The second sample result is very close or equivalent to the 25 ppb sample. Since your initial first draw sample and alternative second first draw sample results are similar, the problem is upstream from the aerator. Continue to follow the sampling protocol and do your follow-up flush sampling.

Scenario 3: Your initial first draw sampling result is 60 ppb, you decide to see if the aerator is a contributing source of lead in the water. After cleaning out your aerator you take another first draw sample.* The second sample result is 25 ppb. While your results are lower, but still above 20 ppb, this tells you that the aerator or screen is a contributing source and that the plumbing upstream of the aerator is contributing as well. If this situation occurs, you should continue with follow-up flush sampling to target the additional contributing sources.

** When taking your second first draw sample, please remember to follow the same sampling procedure as your initial first draw sample.*

A comparison of initial and follow-up samples will help to assess where the lead may be getting into the drinking water. See Exhibits 4.3 through 4.8 for follow-up flush sampling instructions for various types of outlets.

After follow-up flush sampling, additional samples from the interior plumbing within the building are also often necessary to further pinpoint the sources of lead contamination. See Exhibit 4.9 for instructions for additional sampling.

After reviewing the plumbing profile questionnaire and background regarding what your answers to the profile could mean (Exhibit 3.1), you have learned that lead contamination may not occur uniformly throughout a building. You should have an idea of the type of water you are receiving. From this assessment, you will then have a better sense of how to organize your testing activities. When planning your strategy, it is important to note that large variations in lead concentrations may be found among individual outlets in a facility because of differences in flow rates and/or building materials.

In general, you may find widespread presence of lead in your drinking water when:

- Lead pipes are used throughout the facility.
- The building's plumbing is less than 5 years old and lead solder was illegally used (i.e., after the "lead-free" requirements of the 1986 Safe Drinking Water Act Amendments took effect). This situation is rare.
- The water is corrosive.
- Sediment or scale in the plumbing and faucet screens contain lead.
- Brass fittings, faucets, and valves were installed throughout the building less than five years ago (even though they may contain less than the "lead-free" requirements of the Safe Drinking Water Act).
- The service connection (i.e., the pipe that carries water from the public water system main to the building) is made of lead.

In general, you may find localized presence of lead if:

- Some brass fittings, faucets, and valves have been installed in the last five years (even though they may meet the SDWA "lead-free" requirement).
- Drinking water outlets are in line with brass flush valves, such as drinking water fountains near restroom supply piping.
- Lead pipes are used in some locations.
- The water is non-corrosive.
- Lead solder joints were installed in short sections of pipe before 1986 or were illegally installed after 1988 (i.e., after the lead-free requirements of the Safe Drinking Water Act took effect).
- There are areas in the building's plumbing with low flow or infrequent use.
- Sediment in the plumbing and screens frequently contains lead.
- Some water coolers or other outlets have components that are not lead-free, especially if the water is corrosive.

After identifying potential problem areas in your facility through completion of a plumbing profile, the next step is to have the water tested. A sampling plan should be developed before testing begins. Key issues to consider in devising a sampling plan include the following:

- Who will be in charge of the sampling effort?
- Who will collect and analyze samples and maintain records?
- Where will the samples be taken?

4.4.3 Initial and Follow-Up Sampling Protocol

The protocol for collecting initial first draw and follow-up flush samples varies by type of drinking water outlet. The initial first draw and follow-up flush testing protocols and the interpretation of test results are described in Exhibits 4.3 through 4.9 for the following locations and type of outlets:

- **Service connections and water mains**
- **Drinking water fountains** (*four types*)
 - Bubblers or drinking water fountains (without central chillers): water is supplied to the bubbler or fountain directly from the building's plumbing.
 - Bubblers or drinking water fountains (with central chillers): a central chiller unit cools water for a number of drinking water fountains or bubblers in the building.
 - Water coolers: devices are equipped with their own cooling and storage systems; water is supplied to the device from the building's plumbing.
 - Bottled water dispensers: type of water fountain whose water is supplied from bottled water.

Note: The Food and Drug Administration (FDA) regulates bottled water. EPA recommends testing the dispenser to ensure that the dispenser is not contributing lead to the water.

- **Ice making machines**
- **Water faucets**
- **Interior plumbing**

Please note that sampling ID codes have been indicated in the descriptions of the sampling protocol for each outlet type. These sampling ID codes have been included for illustrative purposes only. When you conduct testing in your facility, you should assign your unique numbers for every sample you collect.

Following the instructions for the above water outlet locations are instructions for conducting sampling of the interior plumbing of buildings (Exhibit 4.9). Instructions are included for sampling laterals, loops and headers, and riser pipes. These types of samples are necessary if outlet follow-up flush samples show lead levels above 20 ppb.

TIP: Schools may wish to collect both initial and follow-up samples at the same time. This is more convenient and may save time and money if a contractor has been hired to collect the samples. However, using this approach creates a trade-off between convenience and confidence. The confidence in the sample results will decrease since flushing water through an outlet after taking the initial sample could compromise the flushed samples taken at subsequent outlets, depending upon the plumbing configuration. As succeeding outlets are flushed, the chances of compromising the remaining flushed samples would increase.

Exhibit 4.2 provides an overview of the sampling process in a flow chart format.

As discussed in section 4.1, you may wish to modify sampling recommendations to suit your site conditions. For example, if you believe that flushing an outlet for 30 seconds prior to taking a follow-up flush sample is excessive, you may wish to calculate a more accurate time estimate. This could be done by:

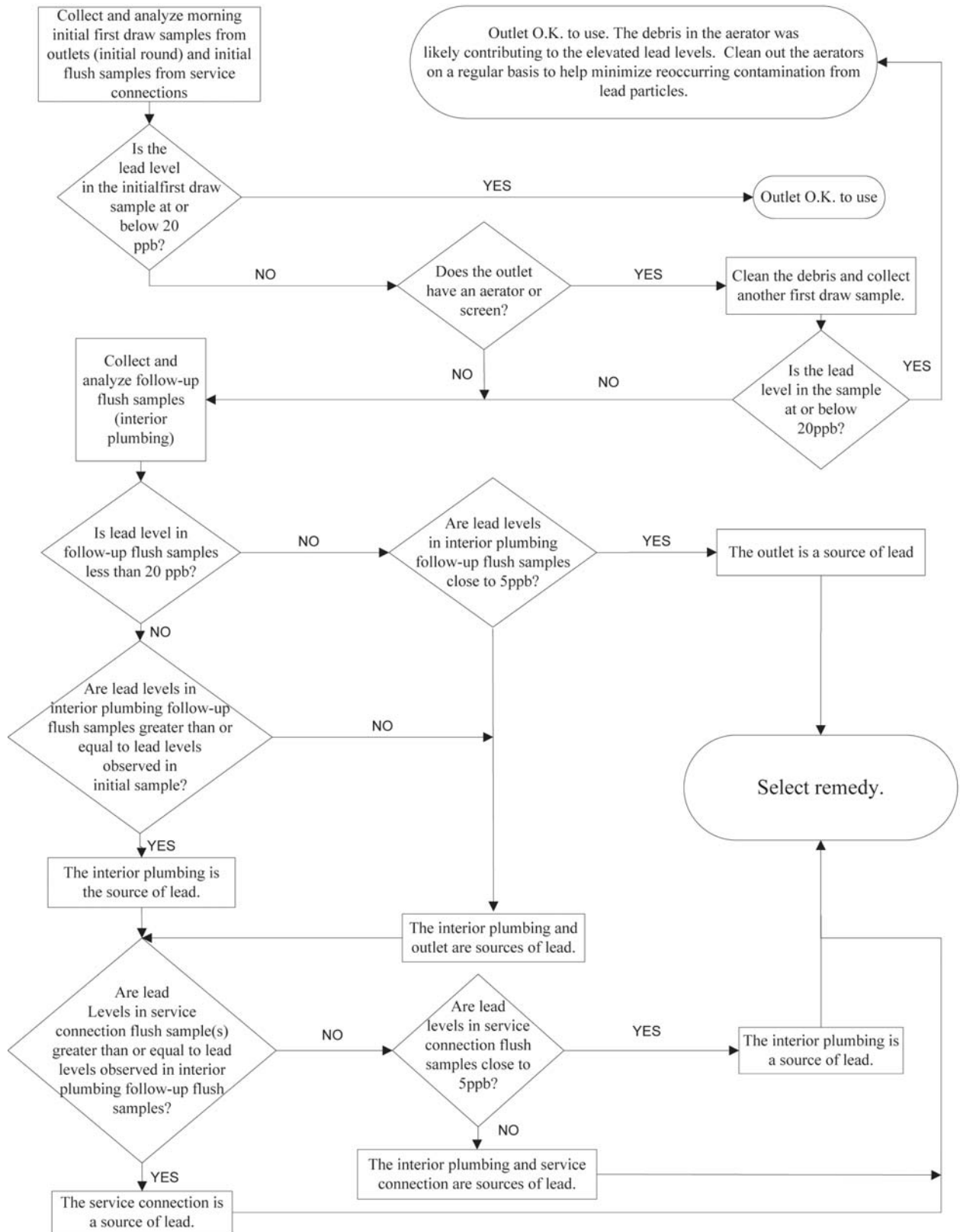
- Calculating the pipe volume in gallons between the outlet and the location in the plumbing that you want to sample.
- Measuring the outlet flow in gallons per minute.
- The length of time for flushing can be determined by dividing the pipe volume in gallons by the outlet flow in gallons per minute.

Pipe volumes per foot of pipe length for various pipe sizes are shown in Exhibit 4.1 below.

Exhibit 4.1: Pipe Volumes for Copper Pipe

Nominal Pipe Diameter (inches)	Approximate Capacity (gallons per foot of length)	
	Type K Copper (soft)	Type L Copper (rigid)
3/8	0.0066	0.0075
1/2	0.0113	0.0121
3/4	0.0226	0.0251
1	0.0404	0.0429
1 1/4	0.0632	0.0653
1 1/2	0.0895	0.0924
2	0.1566	0.1607
2 1/2	0.2412	0.2479
3	0.3448	0.3538

Exhibit 4.2: Sample Strategy Flowchart



4.4.4 Sampling for Other Parameters

In addition to monitoring for lead, you may wish to monitor for other parameters that may provide an indication of problems in your plumbing. However, note that analysis costs will increase as the number of parameters increases. Some other parameters are listed in the following table:

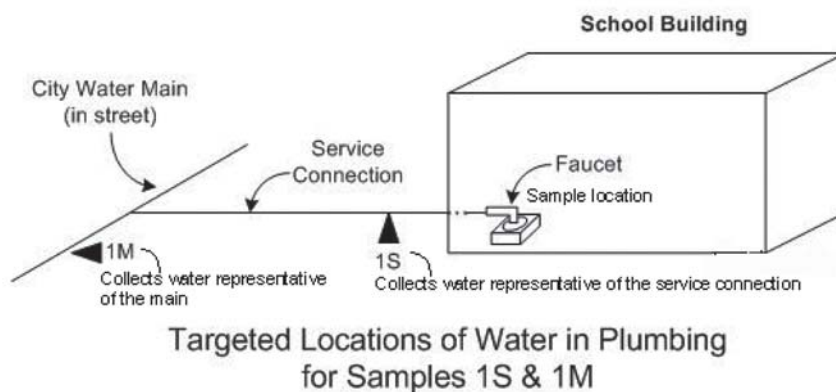
Contaminant	Limit	Concern
Cadmium	5 ppb	A regulated toxic metal found in low levels in galvanized pipe. The maximum allowable level is 5 ppb. However, the presence of cadmium at any level indicates that corrosive conditions may exist in the plumbing.
Color	15 color units	An aesthetic parameter that may indicate the presence of iron oxides. Iron oxides are often present in iron or steel pipe as a result of corrosive conditions.
Copper	1300 ppb	A regulated toxic metal used to make copper piping. The presence of copper in water samples taken from copper piping is not unusual, but higher levels indicate that corrosive conditions may be a concern.
Iron	300 ppb	An aesthetic parameter that is indicative of corrosive conditions at higher levels. See also color and turbidity. (Galvanized pipe is typically made of iron.)
Turbidity	1 turbidity unit	A measurement of the clarity of water. Higher turbidity values may indicate the presence of iron oxides. Iron oxides are often present in iron or steel pipe as a result of corrosive conditions.
Zinc	5000 ppb	An aesthetic parameter that is indicative of corrosive conditions at higher levels. Zinc is used in making galvanized piping products. The presence of zinc in water samples taken from galvanized piping is not unusual, but higher levels indicate that corrosive conditions may be a concern.

Exhibit 4.3: Service Connection Sampling

Lead pipes are still used for service connections in some locations. Other materials used for service connections include copper, galvanized steel, plastic, and iron. Lead service connections can produce significant lead levels in your drinking water.

To test water in your service connection, locate the tap closest to the service connection. This is especially important for larger facilities where more than one service connection is present.

Sample Collection Procedures:



Sample 1S (Service Connection)

Take this sample before the facility opens. Note that this initial sample is not a first-draw sample. Open the cold water tap closest to the service connection. Let the water run, and feel the temperature of the water. Depending upon the temperature of your public water system's water and the temperature of the room, you may feel the water temperature change as the water from the service connection enters the building. However, it is possible that the water in the service connection and the building are close to the same temperature. Therefore, you should collect the sample immediately after a temperature change is detected, or after 30 seconds. Flushing removes the water that was in the facility's interior plumbing and allows sampling of the water that was in the service connection. You may wish to calculate a more accurate flush time for your building by using the method described in section 4.4.3.

Sample 1M (Water Main)

This sample is representative of the water that is provided by the distribution main. Take the sample from the same location as sample 1S. Let the water run, and feel the temperature of the water. If you can feel a change in water temperature, allow the water to run an additional 3 minutes after the temperature changes and then collect the sample. If you cannot feel a change in temperature, allow the water to run for 3 minutes and 30 seconds.

If possible, you should take this sample from a faucet rather than a drinking fountain because of the limited flow that is normally provided by a drinking fountain. Also, a change in temperature may be difficult to detect if the sample is taken from a water cooler (see the discussions for Samples 1S and 1M below).

Interpreting Test Results:

- If the lead level of Sample 1S (service connection) significantly exceeds 5 ppb (for example, 10 ppb) and is higher than in sample 1M, lead is contributed from the service connection. Check for the presence of a lead service connection by scratching it with a knife or key. (Lead test kits are available from water testing and laboratory supply companies and are relatively inexpensive.) Lead is soft and dull gray in appearance. When scratched, it will be shiny. In the absence of a lead service connection, lead goosenecks or other materials containing lead may be the source of the contamination.
- If the lead level of Sample 1M (water main) significantly exceeds 5 ppb (for example, 10 ppb), lead in the water may be attributed to the source water, sediments in the main, or to lead in the distribution system such as from lead joints used in the installation or repair of cast iron pipes.
- If the lead levels of Samples 1S and 1M are very low (close to 5 ppb), very little lead is being picked up from the service line or the distribution main. Usually, no significant amount of lead (above 5 ppb) comes from the public water system.

For example scenarios of different water sample results, please see Appendix H.

Exhibit 4.4: Drinking Water Fountains: Bubblers

Do not close the shut-off valves to the water fountains to prevent their use prior to sample collection. Minute amounts of scrapings from the valves will produce inaccurate results showing higher than actual lead levels in the water. Take all samples with the taps fully open.

Sample Collection Procedures:

- **Initial First Draw Screening Sample 1A**

This sample is representative of the water that may be consumed at the beginning of the day or after infrequent use. It consists of water that has been in contact with the bubbler valve and fittings and the section of plumbing closest to the outlet of the unit.

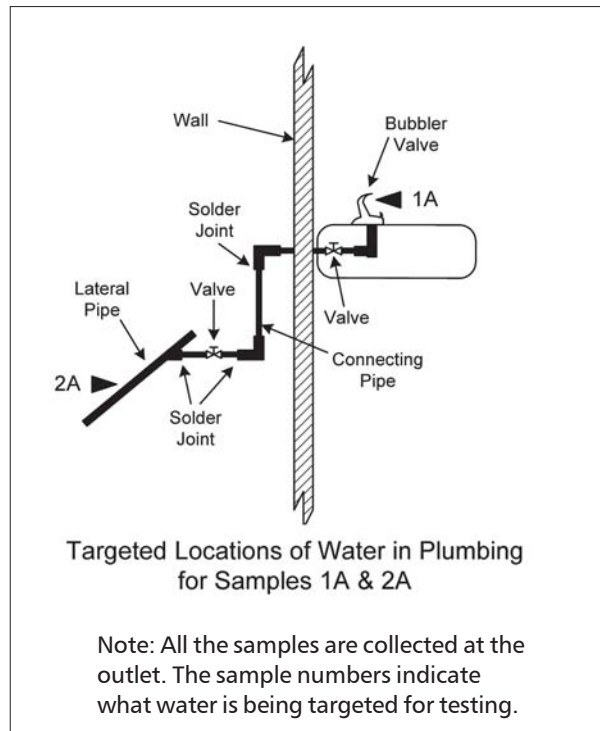
Take this sample before the facility opens and before any water is used. Collect the water immediately after opening the valve without allowing any water to run into the drain. Take follow-up samples from those bubblers where test results indicate lead levels over 20 ppb.

- **Follow-Up Flush Sample 2A**

This sample is representative of the water that is in the plumbing upstream from the bubbler (from the bubbler back toward the service connection and the water main). Take this sample before the facility opens and before any water is used. Let the water from the fountain run for 30 seconds before collecting the sample. If several bubblers are served by a central chiller, samples should be taken from different bubblers on different days.



One Style of Drinking Water Fountain



Interpreting Test Results:

To determine the source of lead in the water, compare the test results of Samples 1A and 2A.

- If the lead level in Sample 1A is higher than that in Sample 2A, a portion of lead in the drinking water is contributed from the bubbler.
- If the lead level in Sample 2A is very low (close to 5 ppb), very little lead is picked up from the plumbing upstream from the outlet. The majority or all of the lead in the water is contributed from the bubbler.
- If the lead level in Sample 2A significantly exceeds 5 ppb (for example, 10 ppb), lead in the drinking water is also contributed from the plumbing upstream from the bubbler.
- If the lead level in Sample 2A exceeds 20 ppb, EPA recommends collecting follow-up flush samples from the header or loop supplying water to the lateral to locate the source of the contamination. (*Sampling instructions for interior plumbing can be found in Exhibit 4.9.*)



Fountains Connected to a Central Chiller

For example scenarios of water sample results and possible solutions, see Appendix H.

Exhibit 4.5: Drinking Water Fountains: Water Coolers

Do not close the valves to the water fountains to prevent their use prior to sample collection. Minute amounts of scrapings from the valves will produce inaccurate results showing higher than actual lead levels in the water. Take all samples with the taps fully open.

Sample Collection Procedures:

Two types of water coolers are used: the wall-mounted and the free-standing types. Water in these coolers is stored in a pipe coil or in a reservoir. Refrigerant coils in contact with either of these storage units cools the water. Sources of lead in the water may be the internal components of the cooler, including a lead-lined storage unit; the section of the pipe connecting the cooler to the lateral pipe; and/or the interior plumbing of the building.

Prior to testing, check the make and model numbers of your water coolers and compare them to EPA's listing of coolers that have lead parts or lead-lined tanks (*see Appendix E for a summary of the water cooler issues and EPA's list of affected coolers*). If you have a Halsey Taylor cooler that is on EPA's list of coolers with lead-lined tanks, consult Halsey Taylor for information on their replacement/refund program and associated testing directions. Contact information is provided in Appendix E.



Wall-Mounted Cooler

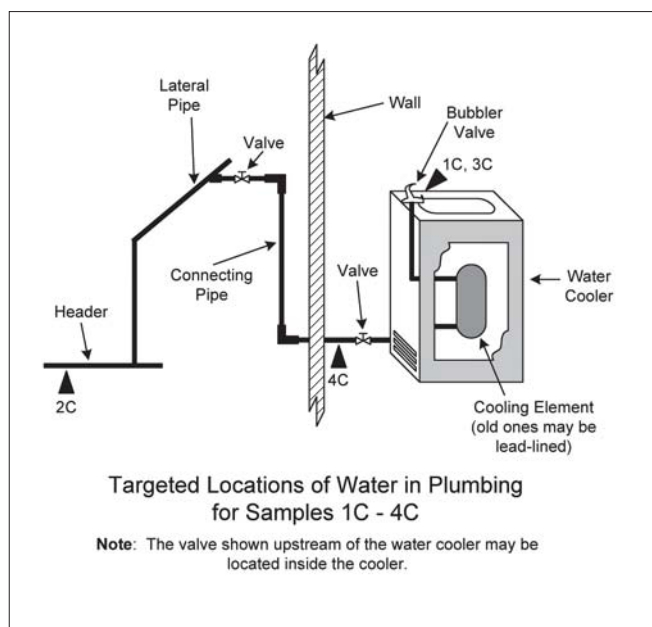
Regardless of whether your water cooler appears on EPA's listing, initial testing should be conducted.

- **Initial First Draw Screening Sample 1C**

This sample is representative of the water that may be consumed at the beginning of the day or after infrequent use. (In areas of infrequent use, the water may not have been used in more than 18 hours. This is acceptable if this is representative of the normal water consumption pattern.) The sample consists of water that has been in contact with the interior plumbing, the valve and fittings, the storage unit, and the section of plumbing closest to the outlet of the unit.

Take this sample before the facility opens and before any water is used. Collect the water immediately after opening the faucet without allowing water to waste. Take follow-up flush samples from water coolers whose test results indicate lead levels greater than 20 ppb.

When conducting follow-up flush testing with water coolers you should be aware that some



water coolers manufactured before 1988 may have storage tanks lined with materials containing lead. You should contact the manufacturer of any water cooler units you have purchased or are planning to purchase for written guarantees that the unit is lead-free. *A list of makes and model numbers of coolers that contain lead has been prepared by EPA and is summarized in Appendix E.*

- **Follow-Up Flush Sample 2C**

This water sample is representative of the water that is in contact with the header or rising piping upstream of the cooler. Take this sample after the facility closes. Let the water from the fountain run for 15 minutes before collecting the sample. You must flush the cooler for 15 minutes to ensure that no stagnant water is left in the storage unit.

- **Follow-Up First Draw Sample 3C**

Take this sample before the facility opens and before any water is used. This sample must be taken the morning after you collect Follow-Up Flush Sample 2C. Collect the water immediately after opening the faucet without allowing any water to waste.

Because the water in the cooler was flushed the previous afternoon, this sample is representative of the water that was in contact with the cooler overnight, not in extended contact with the plumbing upstream. As such, it may differ from Initial First Draw Screening Sample 1C.

Interpreting Test Results:

- IF Follow-up Sample 3C IS GREATER THAN Follow-up Sample 2C THEN

→ *The water cooler may be contributing lead.*

- IF Follow-up Sample 3C IS GREATER THAN Follow-up Sample 2C AND

Initial Sample 1C IS GREATER THAN Follow-up Sample 3C THEN

→ *The upstream plumbing may also be contributing lead.*

- IF Follow-up Sample 2C IS CLOSE OR EQUAL TO Follow-up Sample 3C THEN

→ *The water cooler is probably not contributing lead.*

- IF Follow-up Sample 1C IS GREATER THAN Follow-up Sample 3C AND

Follow-up Sample 2C IS CLOSE OR EQUAL TO Follow-up Sample 3C THEN

→ *The water cooler and/or upstream plumbing are probably contributing lead.*

- IF Follow-up Sample 2C > 20 ppb, AND IS GREATER THAN OR EQUAL TO Initial Sample 1C & Follow-up Sample 3C THEN

→ *The source of the lead may be sediments contained in the cooler storage tank, screens, or the plumbing upstream from the cooler.*

- **Follow-Up First Draw Sample 4C**

To confirm whether the cooler is the source of lead, take Follow-Up First Draw Sample 4C.

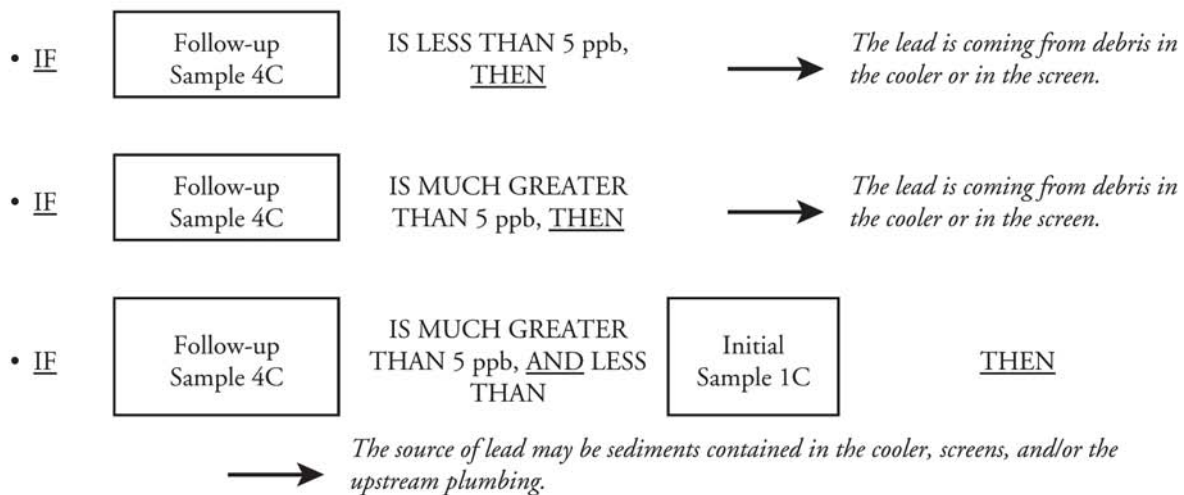
Turn off the valve leading to the cooler. Disconnect the cooler from the plumbing and look for a screen at the inlet. Remove the screen. If there is debris present, check for the presence of lead solder by sending a sample of the debris to the laboratory for analysis.

Some coolers also have a screen installed at their outlet. Carefully remove the bubbler outlet by unscrewing it. Check for a screen and debris and have a sample of any debris analyzed.

Some coolers are equipped with a drain valve at the bottom of the water reservoir. Water from the bottom of the water reservoir should be sampled and any debris analyzed.

Collect Sample 4C from the disconnected plumbing outlet in the same manner as you collected Sample 1C. Compare the results from Sample 4C to the other sample results.

Interpreting Additional Water Cooler Test Results:



For example scenarios of water sample results and possible solutions, see Appendix H.

Exhibit 4.6: Drinking Water Fountains: Bottled Water Dispensers

Sample Collection Procedures:

This testing will identify if lead is being contributed to the water from the dispenser.

Notes: The Food and Drug Administration (FDA), regulates the interstate sale of bottled water and has established a 5 ppb standard for lead in bottled water. EPA recommends that you contact your distributor for written assurance that the bottled water does not exceed federal or state bottled water standards, and a copy of recent test results.

- **Initial First Draw Screening Sample 1D**

This sample is representative of the water that may be consumed at the beginning of the day or after infrequent use. It consists of water that has been in contact with the dispenser valve and fittings incorporated in the outlet of the unit.

Take this sample before the facility opens and before any water is used. Collect the water immediately after opening the faucet without allowing any water to waste. Take follow-up flush samples from those bottled water dispensers where test results indicate lead levels over 20 ppb.

- **Follow-Up Flush Sample 2D**

Collect this sample directly from the bottle that supplies the water to the unit. This will enable you to determine the source of lead in the water. See the Note below for an alternative to follow-up sampling.



Bottled Water
Dispenser

Interpreting Test Results:

- If the sample contains lead, contact the water supplier and/or the manufacturer of the dispenser to ask for their recommendations.
- If the lead level in Sample 1D is higher than that in Sample 2D, lead may be coming from the dispenser unit.
- If the lead level in Sample 2D is identical or close to that in Sample 1D, the source of lead is the bottled water.

Note: Many dispensers have a hot and cold tap. Water from both taps is meant to be directly consumed, therefore, both taps should be sampled. However, you may wish to sample the hot water tap on a separate day.

For example scenarios of water sample results and possible solutions, see Appendix H.

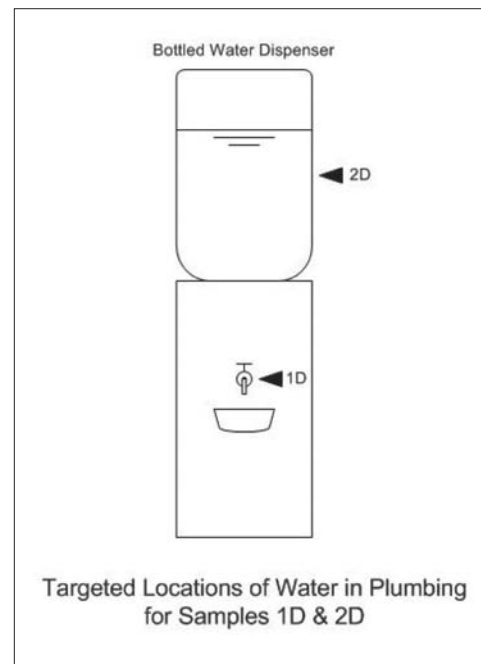
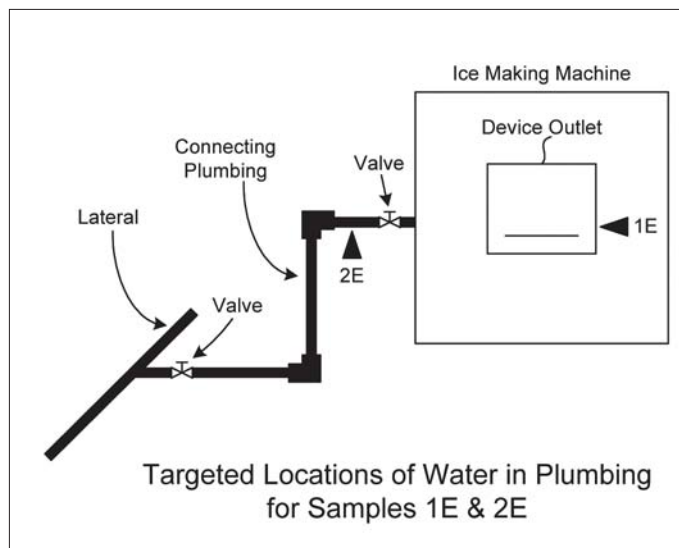


Exhibit 4.7: Ice Making Machines

Sample Collection Procedures:

- Initial Screening Sample 1E**
 Fill a suitable container (250 mL or larger, wide-mouthed bottle or other container) provided by the laboratory at least three-quarters full of ice. Do not touch the ice with your hands. Use the non-metal scoop or disposable plastic gloves provided by the laboratory to place the ice in the container.

 If the lead level in Sample 1E exceeds 20 ppb, collect a follow-up sample to determine if the source of the lead is the plumbing or the ice making machine itself.



- Follow-Up Sample 2E**
 Disconnect the ice maker from the plumbing and look for a screen at the inlet. Remove the screen. If debris is present, forward a sample of the debris to the laboratory for analysis and clean out the remaining debris. The laboratory will determine whether lead solder is present. Clean the screen routinely to avoid accumulations of debris.

 Collect the sample from the disconnected plumbing as close to the ice maker as possible. Fill the sample container with 250 mL of water. If no tap is available, contact the ice machine manufacturer for recommendations that will minimize disruption of existing plumbing. Adding taps or valves could add new sources of lead to the plumbing, even if the new devices are lead-free and meet NSF Standard 61, section 8. If a sample tap or valve is available, collect the sample immediately after opening the tap or valve.

Interpreting Test Results:

- If the lead level in Sample 2E is close to 5 ppb, the source of the lead in the ice is the ice maker.
- If the lead level in Sample 2E significantly exceeds 5 ppb (for example, 10 ppb), lead is also contributed from the plumbing upstream from the ice maker.
- If the lead level in Sample 2E exceeds 20 ppb, EPA recommends collecting follow-up flush samples from the distribution system supplying water to the ice maker. *Refer to Exhibit 4.9 on Sampling Interior Plumbing for instructions.*

For example scenarios of water sample results, please see Appendix H.

Exhibit 4.8: Water Faucets (Taps)

Sample Collection Procedures:

- **Initial First Draw Screening Sample 1F**

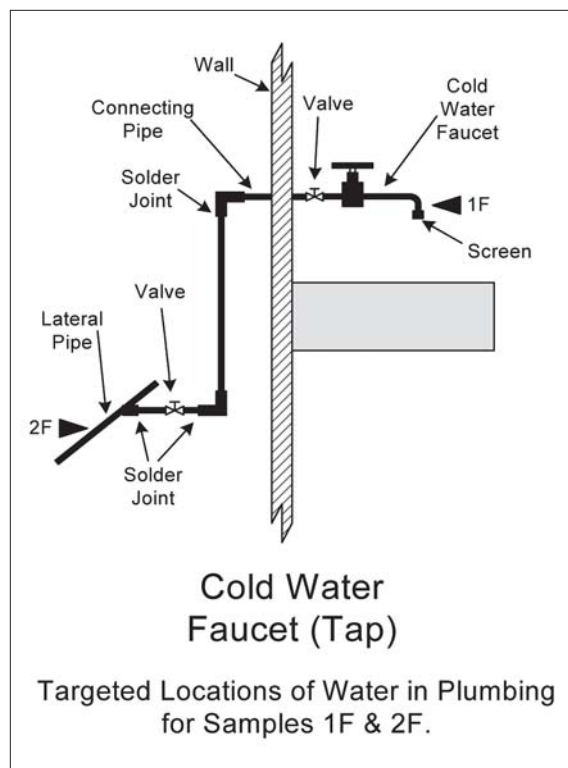
This sample is representative of the water that may be consumed at the beginning of the day or after infrequent use. It consists of water that has been in contact with the fixture and the plumbing connecting the faucet to the lateral pipes.

Take this sample before the facility opens and before any water is used. If your facility has a routine maintenance program for removing, cleaning, and replacing aerators you can perform this task prior to collecting the sample.

Using the cold water tap, collect the water immediately after opening the faucet without allowing any water to go to waste. Follow-up flush samples should be taken from those water faucets where initial screening test results indicate lead levels over 20 ppb.

- **Follow-Up Flush Sample 2F**

This sample is representative of the water that is in the plumbing upstream from the faucet. Take this sample before school opens and before any water is used. Let the water from the faucet run for 30 seconds before collecting the sample.



Interpreting Test Results:

- If the lead level in Sample 1F is higher than that in Sample 2F, the source of lead is the water faucet and/or the plumbing upstream from the faucet.
- If the lead level in Sample 2F is very low, close to 5 ppb, very little lead is coming from the plumbing upstream from the faucet. The majority or all of the lead in the water is from the faucet and/or the plumbing connecting the faucet to the lateral.
- If the lead level in Sample 2F significantly exceeds 5 ppb (for example, 10 ppb), lead may be contributed from the plumbing upstream from the faucet.

For example scenarios of water sample results and possible solutions, see Appendix H.

Exhibit 4.9: Sampling Interior Plumbing

In general, if lead levels exceed 20 ppb in follow-up samples taken from drinking water outlets, additional samples from upstream sample sites in the interior plumbing should be collected. EPA recommends that water samples from each lateral, header and riser (where applicable) be collected because use patterns may vary among locations within a building. The configuration of interior plumbing will vary depending on the layout of a given building. Construction materials may also vary, especially in larger buildings where additions and repairs have been made to the original structure. *See Exhibits 4.10 and 4.11 for simplified diagrams of the interior plumbing in single-level and multi-level buildings.*

Sampling should proceed systematically upstream from follow-up sample sites that exceed 20 ppb. (*However, you do not have to sample at upstream sites where follow-up samples have already been taken.*) The goal of this sampling effort is to isolate those sections of the interior plumbing that contribute lead to the water. This is achieved by comparing the results of interior plumbing samples with each other, and with the results of previously collected follow-up samples.

Developing procedures from upstream sampling from laterals, headers and risers can be difficult because of the wide variation in plumbing configurations among facilities. As discussed in 4.4.3, the sampling procedures in this manual were developed for typical configurations that may not be similar to your facility. You may wish to either develop your own sampling procedures using the guidance provided in 4.4.3, or retain a consultant for guidance in this process.

Laterals

A lateral is a plumbing branch between a fixture or group of fixtures (e.g., taps, water fountains, etc.) and a header.

Sample Collection Procedures:

- **Sample 1G (lateral)**
Open the outlet that has been designated as the sample site for the lateral pipe. Let the water run for 30 seconds before collecting the sample. Collect a 250 mL sample. The purpose of flushing the water is to clear the plumbing between the sample site and the lateral pipe. This action will ensure collection of a representative sample.

Note: Sample 1G corresponds to follow-up samples taken from other outlets such as 2A, 2E and 2F. Compare the results of these samples from outlets upstream and downstream of Sample 1G for additional information on the source of the lead within the interior plumbing. (As noted above, you do not have to take sample 1G at sites where follow-up samples have already been taken. The previous results are adequate.)

Interpreting Test Results:

- IF Follow-up Sample 1G IS GREATER THAN 20 ppb THEN

→

Collect additional samples from the plumbing upstream where samples have not been previously taken; i.e., from the header that feeds the lateral, the riser pipe (if applicable), or the service connection.

Note: High lead levels may be caused by recent repairs or by sediment in the plumbing. Sediment should be sent to a laboratory for analysis.

- IF Follow-up Sample 1G IS CLOSE OR EQUAL TO Initial results from a downstream outlet THEN

→

The lead is contributed from the lateral and/or from interior plumbing upstream from the lateral. Possible sources include the lateral, header, riser pipe, or service connection.

- IF Follow-up Sample 1G IS CLOSE OR EQUAL TO 5 ppb THEN

→

The portion of the lateral upstream from Sample Site 1G and the interior plumbing supplying water to the lateral are probably not contributing lead. The source is downstream from Sample Site 1G.

- IF Follow-up Sample 1G IS APPROXIMATELY 10 ppb OR GREATER AND IS LESS THAN Initial results from a downstream outlet THEN

→

A portion of the lead is contributed from the plumbing downstream from Sample Site 1G.

Headers

A header is the main water supply pipe on a given floor of a building. A header supplies water to laterals. In smaller buildings, a header may be very short and/or have a relatively small diameter.

Sample Collection Procedures:

- **Sample 1H (header)**

Locate the sampling point furthest from the service connection or riser pipe (see discussion of riser pipes on the next page) on the floor. You should try to take this sample from a faucet to provide adequate flushing through the tap. Open the faucet and let it run for 30 seconds before collecting this sample. Fill the sample container with 250 mL of water. The purpose of flushing the water is to clear the faucet and plumbing between the sample site and the header pipe.

Interpreting Test Results:

• IF Follow-up Sample 1H IS GREATER THAN 20 ppb THEN

→ *Collect additional samples from the plumbing upstream that supplies water to the header (if not already done); i.e., the riser pipe (if applicable), or the service connection.*

Note: High lead levels may be caused by recent repairs or by sediment in the plumbing. Sediment should be sent to a laboratory for analysis.

• IF Follow-up Sample 1H IS CLOSE OR EQUAL TO Initial results from a downstream outlet THEN

→ *The lead is contributed from the header and/or from interior plumbing upstream from the header. Possible sources include the header, riser pipe, or service connection.*

• IF Follow-up Sample 1H IS CLOSE OR EQUAL TO 5 ppb THEN

→ *The portion of the header upstream from Sample Site 1H and the interior plumbing supplying water to the header are probably not contributing lead. The source is downstream from Sample Site 1H.*

• IF Follow-up Sample 1H IS APPROXIMATELY 10 ppb OR GREATER AND IS LESS THAN Initial results from a downstream outlet THEN

→ *A portion of the lead is contributed from the plumbing downstream from Sample Site 1H.*

Riser Pipes

A riser is the vertical pipe that carries water from one floor to another.

Sample Collection Procedures:

- **Sample 1J**
Open the tap closest to the riser pipe. Let the water run for 30 seconds before collecting the sample. Fill the sample container with 250 mL of water. The purpose of flushing is to clear the faucet and plumbing between the sample site and the riser pipe.

Interpreting Test Results:

- IF

Follow-up Sample 1J

 IS GREATER THAN 20 ppb, THEN

→ *Collect additional samples from the plumbing upstream that supplies water to the riser (if not already done); i.e., a riser from another floor, or the service connection.*

Note: High lead levels may be caused by recent repairs.

- IF

Follow-up Sample 1J

 IS CLOSE OR EQUAL TO

Initial results from a downstream outlet

THEN

→ *The lead is contributed from the riser and/or from interior plumbing upstream from the sample site. Possible sources include the riser pipes on other floors or the service connection.*

- IF

Follow-up Sample 1J

 IS CLOSE OR EQUAL TO 5 ppb, THEN

→ *The portion of the riser upstream from Sample Site 1J and the service connection are probably not contributing lead. The source is downstream from Sample Site 1J.*

- IF

Follow-up Sample 1J

 IS APPROXIMATELY 10 ppb OR GREATER AND IS LESS THAN

Initial results from a downstream outlet

THEN

→ *A portion of the lead is contributed from the plumbing downstream from Sample Site 1J.*

For example scenarios of water sample results and possible solutions, see Appendix H.

Sample Collection Procedures – Central Chiller Unit:

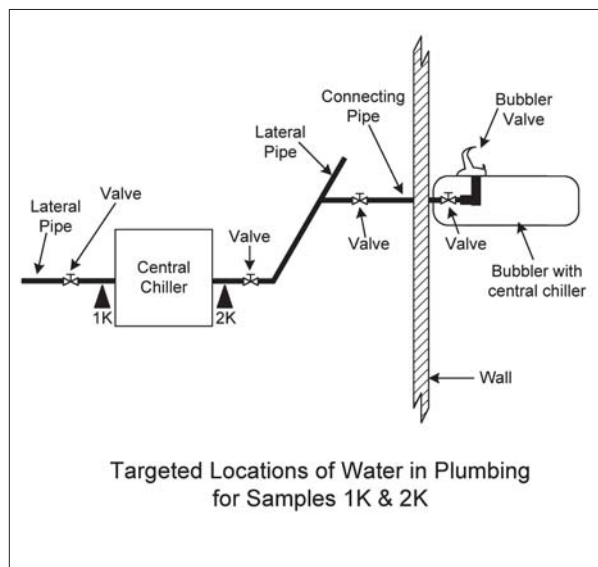
- **Follow-Up First Draw Sample 1K**

This sample is representative of water that has been in contact with the plumbing supplying water to the chiller. Take this sample before the facility opens and before any water is used. Take the sample from a tap or valve as close to the inlet of the chiller as possible. If no tap is available, contact the chiller manufacturer for recommendations that will minimize disruption of existing plumbing. Adding taps or valves could add new sources of lead to the plumbing, even if the new devices are lead-free and meet NSF Standard 61. If a sample tap or valve is available, collect the sample immediately after opening the tap or valve, without allowing any water to waste.

- **Follow-Up First Draw Sample 2K**

This water sample consists of water that has been in contact with the chiller unit and the plumbing upstream which supplies water to the chiller. Often, water supplied to the bubblers is recirculated to the chiller unit. In this instance, Sample 2K consists of a mixture of water from the water supply and any water that may be recirculated from the plumbing supplying water to the bubblers.

Take the sample from a tap or valve as close to the outlet of the chiller as possible. If no tap is available, contact the chiller manufacturer for recommendations that will minimize disruption of existing plumbing. Adding taps or valves could add new sources of lead to the plumbing, even if the new devices are lead-free and meet NSF Standard 61. If a sample tap or valve is available, collect the sample immediately after opening the tap or valve.



Interpreting Test Results – Central Chiller Unit:

Note: You will need the results from samples collected at the bubblers per instructions in exhibit 4.4.

- If the lead level in Sample 2A is higher than that in Sample 2K, lead is contributed from the plumbing supplying the water from the chiller to the bubbler.
- If the lead level in Sample 2K is higher than in Sample 1K, a portion of the lead may be coming from the chiller. Note: Sludge and sediments containing high levels of lead may accumulate in chiller tanks. If the test results indicate that lead is contributed from the chiller unit, check for the presence of debris and sludge. Remove any of these materials from the chiller, flush the chiller unit, and resample the water.
- If the lead level in Sample 1K exceeds 20 ppb, EPA recommends additional sampling from the distribution system supplying water to the chiller to locate the source of contamination.
- If the lead level in Sample 1K is very low (close to 5 ppb), very little lead is picked up from the plumbing upstream from the chiller. The majority or all of the lead in the water may be attributed to the chiller and the plumbing downstream from the chiller.

For example scenarios of water sample results and possible solutions, see Appendix H.

Exhibit 4.10: Sample Sites for a Single-Level Building

- ① Morning first-draw samples from coolers, faucets, bubblers, etc. (Initial Screening Samples 1A, 1C, 1D, 1E, 1F.)
- ② Samples from lateral after 30-second flush from designated outlets. (Follow-up Samples 2A, 2E, 2F, 1G.)
- ③ Samples from coolers after 15-minute flush. (Follow-up Sample 2C.)
- ④ Samples from coolers morning first-draw. (Follow-up Sample 3C.)
- ⑤ Morning first-draw from coolers at disconnected plumbing outlet. (Follow-up Sample 4C.)
- ⑥ Sample from header pipe taken from faucet farthest from service line. (Sample 1H.)
- ⑦ Sample from service line and distribution main taken from faucet closest to service line. (Samples 1M, 1S.)

Note: Simplified header and lateral configurations are shown for clarity.

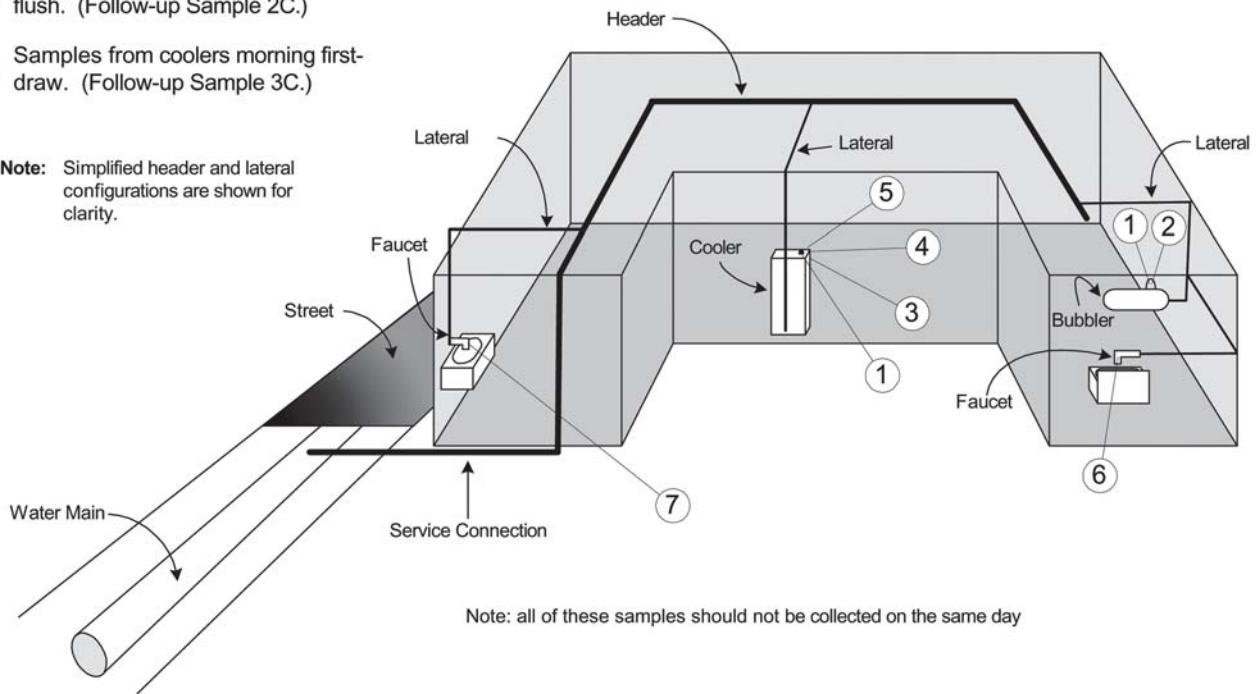
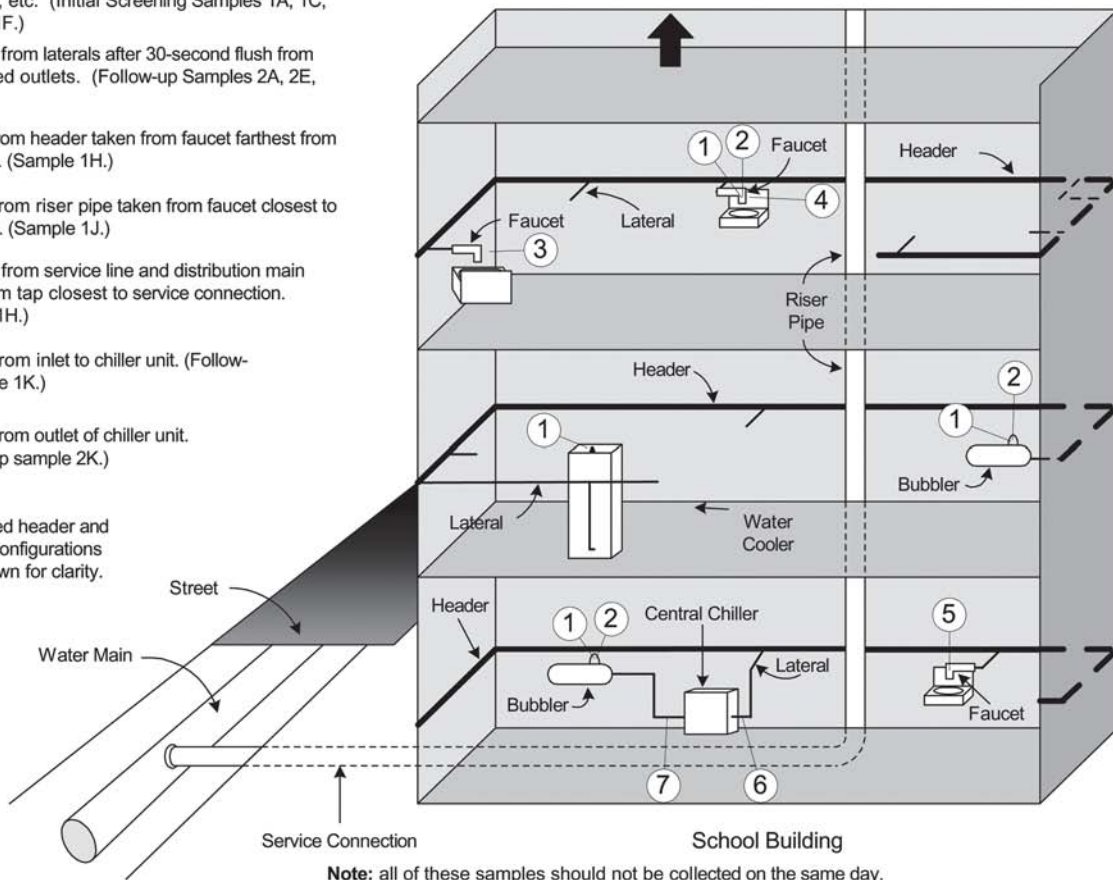


Exhibit 4.11: Sample Sites for a Multi-Level Building

- ① Morning first-draw samples from coolers, faucets, bubblers, etc. (Initial Screening Samples 1A, 1C, 1D, 1E, 1F.)
- ② Samples from laterals after 30-second flush from designated outlets. (Follow-up Samples 2A, 2E, 2F, 1G.)
- ③ Sample from header taken from faucet farthest from riser pipe. (Sample 1H.)
- ④ Sample from riser pipe taken from faucet closest to riser pipe. (Sample 1J.)
- ⑤ Samples from service line and distribution main taken from tap closest to service connection. (Sample 1H.)
- ⑥ Sample from inlet to chiller unit. (Follow-up sample 1K.)
- ⑦ Sample from outlet of chiller unit. (Follow-up sample 2K.)

Note: Simplified header and lateral configurations are shown for clarity.



Note: all of these samples should not be collected on the same day.

5. Remedies

Solutions to lead problems typically need to be made on an interim (short-term) and on a permanent basis. Interim measures can be taken while you wait for your test results or until a permanent solution has been put in place. In addition, there are routine measures that should be taken. You should work closely with maintenance staff and any plumbers who may make repairs. Make sure that users are familiar with the use of new fixtures you install.

Outlined below are various routine, interim and permanent remedies. To aid you in the process of selecting remedies, a case study has been included as Exhibit 5.3.

5.1 Routine Control Measures

Below are examples of routine activities that should be conducted to prevent exposure to elevated levels of lead:

- Create aerator (screen) cleaning maintenance schedule and clean debris from all accessible aerators frequently.
- Use only cold water for food and beverage preparation. Hot water will dissolve lead more quickly than cold water and is likely to contain increased lead levels. If hot water is needed, it should be taken from the cold water tap and heated on a stove or in a microwave oven.
- Instruct the users (students and staff) to run the water before drinking or staff could run the water before students arrive, so they are drinking water that has not been in contact with the faucet interior since faucets are often a major source of lead in drinking water.
- Placard bathroom sinks with notices that water should not be consumed. You should use pictures if there are small children using bathrooms.

5.2 Interim (Short-Term) Control Measures

Some examples of interim control measures include:

- (1) **“Flush” the piping system in your building.** “Flushing” involves opening suspect taps every morning before the facility opens and letting the water run to remove water that has been standing in the interior pipes and/or the outlets. The flushing time varies by the type of outlet being cleared. The degree to which flushing helps reduce lead levels can also vary depending upon the age and condition of the plumbing and the corrosiveness of the water. Flushing instructions are presented in Exhibit 5.1.

Exhibit 5.1: Flushing Directions by Outlet Type

Remember that each drinking water outlet should be flushed individually; flushing a toilet will not flush your water fountains. All flushing should be recorded in a log submitted daily to the office, or person, in charge of this program.

- Locate the faucet furthest away from the service line on each wing and floor of the building, open the faucets wide, and let the water run for 10 minutes. For best results, calculate the volume of the plumbing and the flow rate at the tap and adjust the flushing time accordingly. This 10-minute time frame is considered adequate for most buildings.
- Open valves at all drinking water fountains without refrigeration units and let the water run for roughly 30 seconds to one minute, or until cold.
- Let the water run on all refrigerated water fountains for 15 minutes. Because of the long time period required, routinely flushing refrigerated fountains may not be feasible. It may therefore be necessary, and more economical, to replace these outlets with lead-free, NSF-approved devices.
- Open all kitchen faucets (and other faucets where water will be used for drinking and/or cooking) and let the water run for 30 seconds to one minute, or until cold.

Advantages:

- Quickest and easiest solution to high lead levels, especially when contamination is localized in a small area or in a small building.
- Does not require installation or maintenance of water treatment equipment.
- Does not require complex instructions.

Disadvantages:

- The most obvious disadvantage to flushing is the potential waste of water involved in the flushing procedures. To minimize this disadvantage, consider the following:
 - ▶ Flush pipes only after weekends or vacations when lead levels may be highest (use only if lead levels do not exceed 20 ppb on a daily basis).
 - ▶ Thoroughly flush several designated drinking water outlets daily while taking all others temporarily out of service.
 - ▶ Use bottled water.
 - ▶ Collect water being flushed and use for non-consumptive purposes.
- Another obvious disadvantage to flushing is the amount of time and staff needed to perform the task.
- Flushing is not recommended as a practical remedy for water coolers.

HINT: Be careful not to flush too many taps at once. This could dislodge sediments that might create further lead problems, or it could reduce pressure in the system below safe levels. If the flow from outlets is reduced noticeably during flushing, you have probably turned on too many taps at once.

- (2) **Provide bottled water.** This can be an expensive alternative but might be warranted if you expect or are aware of widespread contamination and flushing is not an option. If you use bottled water, be aware that it is not regulated by EPA but rather by the Food and Drug Administration (FDA). Your state may also regulate bottled water, and, in some instances, these standards may be more stringent than the federal requirements. EPA recommends that you require a written statement from the bottled water distributor guaranteeing that the bottled water meets FDA and state standards.
- (3) **Shut off problem outlets.** If initial sample results from an outlet exceed 20 ppb, the outlet can be shut off or disconnected until the problem is resolved. If the outlet had been frequently used, bottled water could be provided as a temporary replacement as suggested in item 2 above.

5.3 Permanent Remedies

You can take a number of actions to permanently reduce or eliminate the sources of lead that originate in your building's plumbing. Some of these actions may allow the elimination or reduction of routine flushing or other interim measures. After obtaining an understanding of your water supply and the lead conditions in your facility (as a result of testing), you should examine the permanent treatment options and select those most appropriate to your situation. Obviously, your decision will be based on such factors as cost, likelihood of success, availability of water, and staffing requirements.

- (1) **Replacement.** If the sources of lead contamination are localized and limited to a few outlets, replacing these outlets or upstream components may be the most practical solution. EPA worked with the plumbing industry and NSF International to develop an industry standard that is designed to minimize the amounts of lead being leached from these products. This standard is NSF Standard 61 (Sections 4, 8 and 9). Before you purchase any brass plumbing products, request information regarding compliance with this standard.

NSF Standard 61, Section 4 covers pipes, fittings and small drinking water storage devices having domestic or residential applications, including the products or water contact materials of pipes, fittings, tubing, hoses, well casing, drop pipes and screens, etc.

NSF Standard 61, Section 8 covers inline mechanical devices that are used to measure or control the flow of water. Inline devices used to measure or control the flow of water in a building include water meters, building valves, check valves, meter stops, valves and fittings, backflow preventers, etc. An inline device is any device installed on a service line or building distribution system downstream of the water main and before endpoint devices.

NSF Standard 61, Section 9 covers endpoint devices. The devices include kitchen and bar faucets, lavatory faucets, water dispensers, drinking fountains, water coolers, glass fillers, residential refrigerator ice makers, supply stops, and endpoint control valves. *Under the Lead Ban, these devices must meet the requirements of this standard.* Be sure to check for compliance with NSF Standard 61, Section 9 before purchasing or installing an endpoint device.

Tip: If multiple components (for example, bubbler valves) are in need of replacement, you may wish to purchase only one or two initially. You could then take follow-up water samples after installing the new component(s) to see if that particular product leaches unacceptable levels of lead. If follow-up testing is satisfactory, you could be reasonably certain that the product will perform well at other locations in your facility.

- (2) **Lead levels can be reduced at the tap.** Reverse osmosis units are commercially available and can be effective in removing lead. Since these devices also tend to make the water corrosive, they should only be used when placed at water outlets. Such devices are termed point-of-use (POU) devices. POU devices can be used to treat faucets or taps, but would not be used on drinking water fountains. There are a number of POU cartridge filter units on the market that effectively remove lead.

POU devices can be either purchased or leased. They can be relatively inexpensive (\$65 to \$250) or expensive (ranging from \$250 to \$500), their effectiveness varies, and they may be vulnerable to vandalism. They also require a maintenance program for regular upkeep to ensure effectiveness. Cartridge filter units need to be replaced periodically to remain effective. NSF International, an independent, third-party certification organization, has a testing program to evaluate the performance of POU devices for lead removal (NSF Standard 53). Before purchasing any device, ask the manufacturer for proof of NSF approval and the Performance Data Sheet, or check by visiting the NSF Web site at http://www.nsf.org/business/search_listings/index/asp.

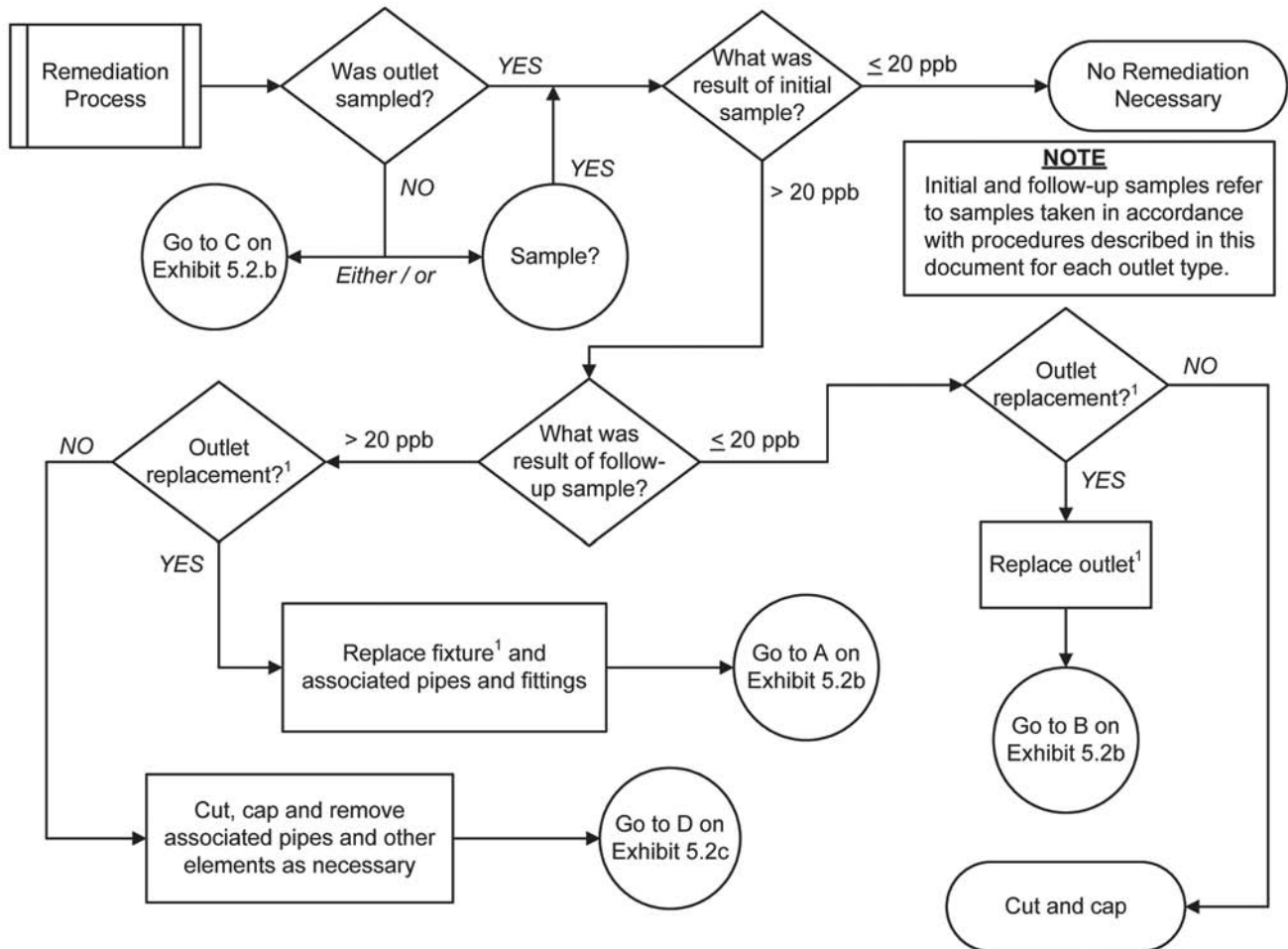
- (3) **Check grounding wires.** Electrical current may accelerate the corrosion of lead in piping materials. Existing wires already grounded to the water pipes can possibly be removed by a qualified electrician, and replaced by an alternative grounding system. If your local or state building codes allow, consider finding an alternative grounding system and have a qualified electrician make the change. Be aware that the removal of grounding from water pipes may create a shock hazard unless an acceptable, alternative ground is provided.
- (4) **Lead pipe replacement.** Lead pipes within the school and those portions of the lead service lines under the water supplier's jurisdiction can be replaced. Contact your public water supplier regarding their jurisdiction. However, your facility may be responsible for replacing a portion of a lead service line that is under its own administrative jurisdiction, rather than under the jurisdiction of the water supplier.
- (5) **Reconfigure plumbing.** In some facilities, the plumbing system might be modified so that water supplied for drinking or cooking is redirected to bypass sources of lead contamination. Before undertaking such an alternative, be certain of the sources of lead contamination. Follow-up testing would also be necessary, as with the other remedies, to ensure that the efforts result in reduced lead levels at the tap.
- (6) **Manual flushing.** Flushing individual problem outlets or all outlets may also represent a permanent, albeit ongoing, solution. There are advantages and disadvantages to flushing. Flushing is often the quickest and easiest solution to high lead levels, especially when contamination is localized in a small area or in a small building. *See the Interim Remedies section above for a discussion of the advantages/disadvantages of this remedy in addition to outlet flushing instructions. You should review this information before deciding whether flushing is appropriate as a permanent remedy in your facility.*
- (7) **Automatic flushing.** Time-operated solenoid valves can be installed and set to automatically flush the main pipes (headers) of the system. It is important to note that solenoid valves are not practical for flushing water coolers. They would have to be flushed manually by staff. *See the Interim Remedies section above for flushing instructions for water fountains.*
- (8) **Bottled water.** If other treatment fails or is impractical, bottled water can be purchased for consumption by the building community. As noted under the interim remedies section above, make sure that the bottled water you select meets federal and/or state standards for lead and other drinking

water contaminants. EPA recommends that you require a written statement from the bottled water distributor guaranteeing that the lead levels in the water do not exceed 5 ppb.

- (9) **Use lead-free materials.** Make sure that any plumber who does repair or replacement work on the facility's plumbing system uses only "lead-free" solders and other materials. The 1986 Safe Drinking Water Act Amendments require that only "lead-free" materials be used in new plumbing and plumbing repairs. Make sure all plumbers and other workers adhere to these requirements. These actions will ensure that new lead is not introduced into the facility's plumbing system. Report any violations of the "lead-free" requirements to your local plumbing inspector, the state drinking water program or EPA (*see Appendix D for a directory of state programs*).
- (10) **Shut off problem outlets.** If initial sample results from an outlet exceed 20 ppb, the outlet can be shut off or disconnected permanently. If the outlet had not been used regularly, this may be a viable option. However, if the outlet had been frequently used, this is probably not a practical solution.

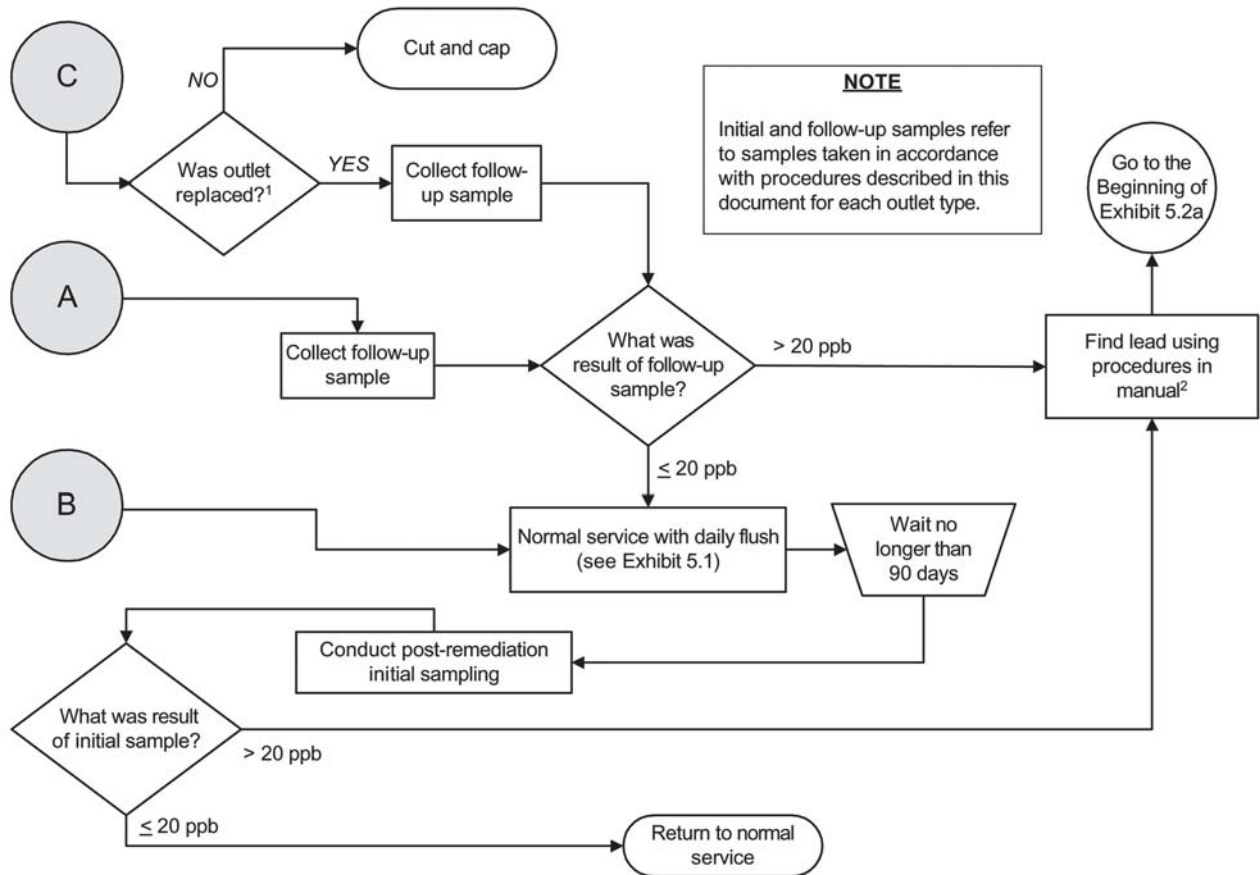
Three flow charts (Exhibits 5.2a through 5.2c) illustrating a basic remediation process are presented below. Please note that these flow charts provide a basic process for developing permanent solutions to lead problems. Interim measures are therefore not specifically addressed on the charts. Also, for simplicity, not all of the possible permanent remedies listed in the above discussion are shown on the charts. However, these options provide additional flexibility and should be considered when using the flow charts. For example, a school might decide to provide a point-of-use reverse osmosis treatment unit at a kitchen sink tap in lieu of replacing high lead plumbing because a treatment unit would provide better overall water quality for cooking *and* it would remove lead from the water.

Exhibit 5.2a: Remediation Flow Chart (part 1)



1 Point-of-use treatment devices or routine flushing measures may serve as alternatives to outlet replacement (see Section 5.3). Continue on with the flow chart.

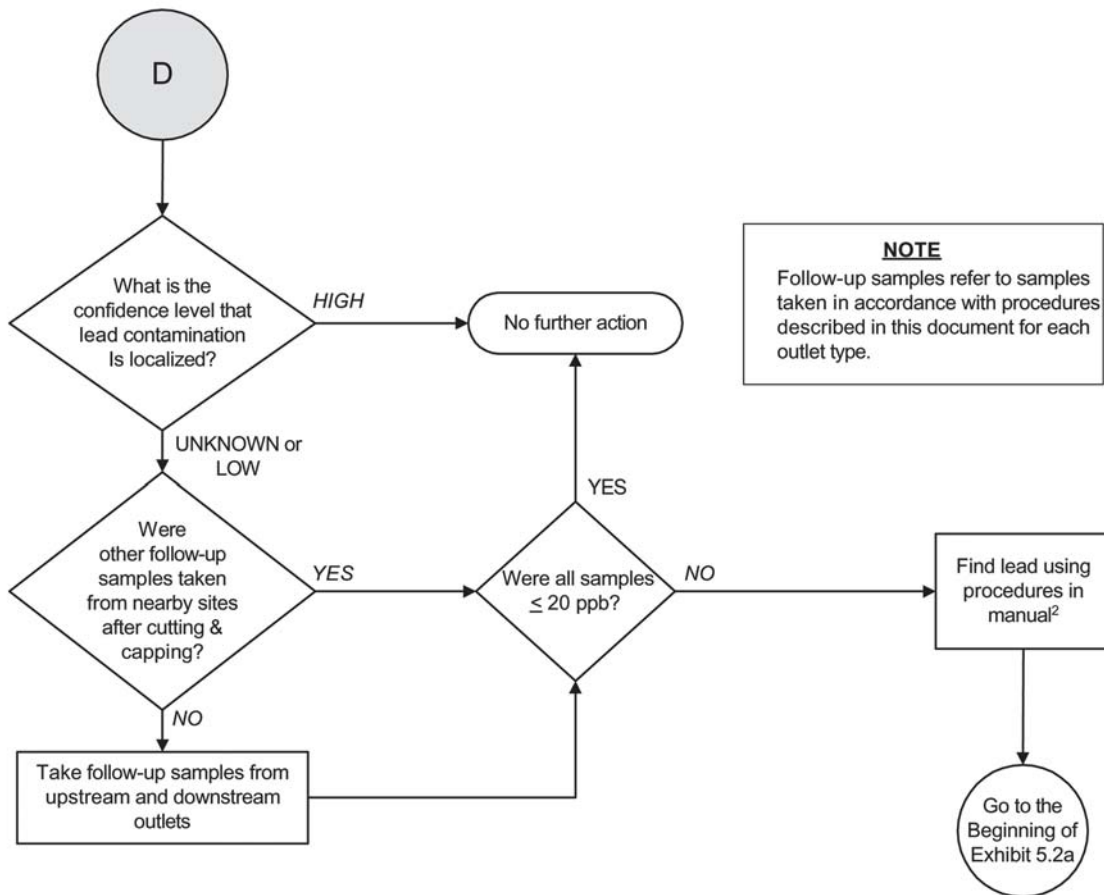
Exhibit 5.2b: Remediation Flow Chart (part 2)



1 Point-of-use treatment devices or routine flushing measures may serve as alternatives to outlet replacement (see Section 5.3). Continue on with the flow chart.

2 Procedures include follow-up sampling and development of a plumbing profile (see Sections 3.1 and 4.4).

Exhibit 5.2c: Remediation Flow Chart (part 3)



2 Procedures include follow-up sampling and development of a plumbing profile (see Sections 3.1 and 4.4).

Exhibit 5.3: Case Study 1

This case study illustrates how one large school district addressed a long-standing lead problem. A variety of solutions were used to address lead problems at 50 schools in the district.

Background

Schools were sampled in 1991 and 1992 in response to the Lead Contamination Control Act. Drinking fountains with lead levels over 20 ppb were replaced. However, subsequent testing showed that levels at some outlets continued to be above 20 ppb. Internal recommendations to replace plumbing at four schools were not implemented due to many complex factors. A flushing program was implemented, but was not consistently applied.

In 2003, a concerned parent conducted testing at one school because of iron staining problems. The testing showed that there were also lead problems at the school. Recognizing that the problem was likely widespread, the district put all schools over 7 years old on bottled water and sent a letter of notification to every parent.

A consultant was hired to create a comprehensive testing program for almost 100 schools. A working group consisting of the school's local public water supplier, the county and state health departments, and toxicologists was formed to develop a comprehensive approach.

A comprehensive water quality policy was adopted that includes standards for lead and 5 other contaminants. The standard for lead (10 ppb) is more stringent than EPA's recommended Action Level for schools and public buildings. The policy includes procedures for short-term and long-term testing, and for remediation.

Testing

In cooperation with the working group, the district's consultant developed plumbing profiles and a testing program, and the district began comprehensive lead testing in 2004 at 2400 sample locations. All drinking water fountains and cold water taps in classrooms, nurse's offices, and kitchens were sampled. Other locations were sampled if they were deemed to be a potential health risk because of possible human consumption. Lead levels over 20 ppb were found at 25% of the locations. One location was 1600 ppb. Fifty schools were found to have at least one outlet with a problem. The water supplied by the local public water system was found to have typically less than 1 ppb lead and was ruled out as a source of lead.

Testing also showed that flushing of the outlets for 30 seconds reduced the lead levels to below 20 ppb at all but 3% of the locations. Additionally, cadmium was found at 3% of the sample locations, and coliform-positive samples were found at 6 schools.

Remediation

The district adopted a policy for mitigation that included a target level of 10 ppb for lead. Additionally, the EPA public water supply standards for cadmium, copper, iron and coliform bacteria were adopted. (The EPA standard for iron is a secondary standard, which means that the standard is primarily an aesthetic standard rather than health-based. Under federal law, public water supplies are not required to comply with secondary standards.) Compliance with the district's adopted standards will be maintained through fixture replacement, filtration, replacement/rehabilitation of lines, or disabling of outlets.

Fountains and other outlets that produce lead analysis results higher than 10 ppb will be fixed or disabled. Fixtures with confirmed levels of iron over 0.5 ppm will be fixed or removed from service. If more than one-

half of the drinking water sources in a school or in a wing of a school exceed 0.3 ppm iron, further remediation for iron will be addressed by the district.

The plumbing in the four schools originally targeted for replacement was fixed in the Summer of 2004. Eventually, the plumbing in all schools will be replaced or rehabilitated so the adopted water quality standards can be maintained. The approach used will range from complete piping replacement in just a few schools (no more than 7 total, including the 4 already done), to partial piping replacement in a number of schools (perhaps 15 total), to fixture replacement in many schools.

Bottled water is provided at all schools or locations within a school which have lead problems until problems are addressed. Drinking water is easily available to all students and all staff throughout the school day. After compliance with the adopted water quality standards is achieved, periodic testing will continue every three years until it is demonstrated that less frequent testing is necessary.

Public Education

The district understands the importance of informing parents, students, and staff of water quality policy and testing results.

Additionally, the district adopted the following steps:

- Qualified experts were retained to obtain the best advice.
- A public oversight committee was created to ensure awareness and involvement of the public.
- Community meetings are held as necessary to keep the public updated.
- School board briefing sessions related to lead are open to the public.
- A comprehensive Web site has been developed that includes health effects information, FAQs, contact information, and testing results for each school in the district.

Lessons Learned

The district had attempted to address the Lead Contamination Control Act in 1991 and 1992 through testing, replacement of drinking water fountains and flushing. Fountains that tested over 20 ppb were replaced until subsequent testing revealed that problems with lead persisted. Flushing efforts that were initially instituted were not uniformly implemented at all district schools. The district considered replacing plumbing in four schools, but no action was taken until 2004. The reasons for the work not being done are complex and no one reason can be cited. Additionally, there were no clear legal mandates for lead testing and compliance at schools served by public water utilities. Lead problems therefore continued at the schools without school officials' awareness.

Because remedial measures were not instituted as originally planned, the public was not aware that lead problems existed until 2003. The public response to the problems was very strong and clear. The public wanted to be aware of the problems and wanted them fixed. The school district had also lost credibility because of the amount of time, the inactivity, and the lack of communication since problems were initially discovered in the early 1990s.

The district has learned that clear, open, and timely communication is mandatory in order to restore public confidence. An aggressive policy of testing, remediation and disclosure has helped to bridge the gap between the district and the public and to restore confidence.

III. Telling

6. Informing the Public about Lead

In addition to testing for lead and solving any contamination problems, a lead control program should also include a public information component. This section discusses public information techniques and the importance of developing an overall communication strategy. Helpful communication hints are provided along with sample public notice materials.

6.1 Techniques for Disseminating Public Information

EPA recommends that schools conducting a lead-in-drinking-water sampling program comply with the public information components of the Lead Contamination Control Act. There are two components:

- (1) Notify relevant parent, teacher, student, and employee organizations of the availability of your sampling program results.
- (2) Make copies of the sampling results available in your administrative offices “for inspection by the public, including teachers, other school personnel, and parents.”

Given the health effects of lead, EPA advocates that any school conducting sampling for lead make public any test results. In addition, such schools should identify activities they are pursuing to correct any lead problems found.

There are six basic public notification methods that can be applied alone or in combination to communicate lead-in-drinking-water issues and the meaning of your sampling program results.

You should choose the method(s) that best suits your particular situation and/or protocol. Remember, you should not provide sampling program results to the public without also providing a basis for interpreting and understanding the significance of those results. All materials should be culturally and linguistically appropriate.

- **Press Release:** A press release in the local newspaper can potentially inform a broad range of the public of lead in drinking water issues and the results of your sampling program. It is important that the release inform readers of how to obtain the sampling results and other lead in drinking water information and perhaps even include the phone number of an informed and available facility official.
- **Letters/Fliers:** Letters or fliers represent the most direct and effective method of communicating lead in drinking water activities to parents/guardians and other members of your school or building community. The letters and fliers should be mailed directly.
- **Mailbox or Paycheck Stuffers:** Mailbox and paycheck stuffers represent the most direct and effective method of communicating lead in drinking water activities to school employees. Stuffers would contain much the same information as that contained in a press release or letter/flier.
- **Staff Newsletter:** A notice contained in a staff newsletter is another option for directly and effectively communicating information about the lead program to employees.

- **Presentations:** Providing presentations at facility-related meetings is another effective means of communication. Relevant events for schools include meetings of parent-teacher organizations, faculty, and the school board.
- **Email and Web sites:** Electronic communications are convenient for many parents, especially those who work during the school day. Web sites can be updated frequently to quickly convey new information. Email provides a quick, easy method for parents to ask questions, but responses must be timely to be effective.

6.2 The Components of an Effective General Communication Strategy

Lead in drinking water can be an emotional and sensitive issue, especially for parents who are concerned about their children's health. As a result, you should not view communication and outreach activities as stand-alone or final efforts, but rather as a part of an *overall or general* communication strategy.

The purpose of a general communication strategy is to provide the means for addressing questions from members of your facility's community and also to provide ongoing, up-to-date information regarding your sampling efforts. *Ideally, you should designate a single spokesperson or special task force to interact with the public since it is important that your message remain consistent.*

The issues to be addressed as part of a communication strategy include:

- Participants
- Timing for delivery
- Content of the message
- Methods and manner of communication.

6.3 Participants

Overall, there are six primary players or interests involved in the control of lead in drinking water:

- (1) **Your School Community:** School employees, students, and parents should be informed and involved from the beginning of the process. Interested employees, students, and parent volunteers can help address the issue and ensure safe drinking water at your school.
- (2) **Building Community:** The building community consists of those users of the facility who would be most affected by lead in drinking water problems (i.e., students, teachers and other employees, school boards and community groups who use the facility). Members of the school and building community should be the primary targets of any general communication activities.
- (3) **Local Health Community:** Local health officials, such as health officers, sanitarians, and nurses, can help you understand potential health risks associated with elevated lead levels in drinking water.
- (4) **Larger Community:** The local and regional media can serve as a conduit for information reaching a larger local community. It is important that you be prepared to generate accurate news releases. Also, your spokesperson or task force should be prepared to respond to interview requests with accurate and consistent information.

- (5) **States and EPA Regions:** State drinking water programs and EPA Regional offices are responsible for ensuring that public water suppliers comply with the state and federal regulations regarding lead in drinking water. States or EPA may be able to provide guidance or technical assistance in communication strategies, health risks, and other sources of lead.
- (6) **Drinking Water Community:** Public water suppliers comprise the regulated drinking water community, and they are responsible for complying with all national and state drinking water standards for lead. This means that they must ensure that the water they deliver is non-corrosive, contains minimal amounts of lead, and will not result in significant lead-leaching from plumbing in individual homes and buildings.

6.4 Timing

The timing of your communication activities is very important. Whenever public health risks are involved, public communication efforts are less complicated and generate less conflict if those potentially affected are notified in advance of important issues and events. At a minimum, EPA recommends that you provide information to members of the local school community and the larger community (if deemed necessary) at the following three times.

- (1) Before your lead in drinking water sampling program begins.
- (2) In response to periodic interest.
- (3) After you obtain the results of testing, when/if you decide upon corrective measures, or if no corrective measure are required because the lead levels are low.

6.5 Content

Your communication messages should consist of the following information:

- (1) Details about the nature of your drinking water lead control program.
- (2) The results of your sampling program and your plans for correcting any identified problems.
- (3) Information on the public health effects and risks posed by lead in drinking water and the significance of lead in drinking water versus other sources such as food, air, dust, and soil.
- (4) The availability of general lead in drinking water information resources and the availability of the detailed sampling results for your facility.
- (5) How and where individuals may seek blood-lead level testing if they are concerned.
- (6) Recommend consultation with a physician if further assistance is needed.
- (7) How families can increase their awareness of exposure in their home and elsewhere.

6.6 Methods and Manner of Communication

The communication methods that can be used for your general communication strategy are largely the same as those described earlier and, thus, need not differ from communication activities common to school operations (i.e., meeting presentations, press releases, mailbox/paycheck stuffers, and letters to staff and parents). If your school has a large community of non-English speakers you should provide information in other languages, as appropriate, or provide a contact name for non-English speakers to get more information.

Additional methods unique to your lead control program may include:

- (1) Creating an information center located at a convenient place in the facility such as a library or break room.
- (2) Creating a task force with representatives from the community.
- (3) Making available a list of laboratories that are state-certified to test home water for lead and other contaminants.
- (4) (For schools) encouraging classroom science activities that focus on drinking water quality. (*Contact EPA's Safe Drinking Water Hotline 1-800-426-4791— see Appendix B and C — for information on organizations that have such science activities*).

The following list contains some hints for effective communication:

- (1) Take the initiative in providing information to your community (it is important to do so before the media does it for you). When public health risks are involved, especially with respect to children, vague or incorrect information can be worse than no information at all.
- (2) Be a good and reliable source of information. That is, provide honest, accurate, and comprehensive information in every necessary area.
- (3) Always speak with one voice (i.e., designate points of contact – preferably one person – to respond to parents and the media).
- (4) Anticipate likely questions from members of the local community, including civic organizations and the media, and prepare answers. Each member of the community may have a different concern or viewpoint on the subject of lead testing.
- (5) Be positive, proactive, and forthcoming when working with the media. If you work together in a cordial manner, your communication efforts are likely to be less complex.
- (6) Keep members of the building community up-to-date as important events and information on your lead testing program unfold.

6.7 Sample Public Notice Materials

Exhibit 6.1 contains a sample public notification letter that could be used and adapted to communicate lead testing information. Exhibit 6.2 is a sample press release for local media that could also be used or adapted. Exhibit 6.3 is a sample article that could be published in a school newsletter.

Exhibit 6.1: Sample Public Notice Letter

(Date)

Anytown School Department
Anytown, USA 00000-0000

Dear Anytown School Community:

Our school system is committed to protecting student, teacher, and staff health. To protect our community, (Anytown School District) tests our schools' drinking water for lead.

Why Test School Drinking Water for Lead?

High levels of lead in drinking water can cause health problems. Lead is most dangerous for pregnant women, infants, and children under 6 years old. Exposure to high levels of lead during pregnancy contributes to low birth weight and developmental delays in infants. In young children, lead exposure can lower IQ levels, affect hearing, reduce attention span, and hurt school performance. At *very* high levels, lead can even cause brain damage.

To protect public health, the U.S. Environmental Protection Agency (EPA) suggests that schools and day care facilities test their drinking water for lead. If lead is found at any water outlet at levels above 20 parts per billion (ppb), EPA recommends taking action to reduce the lead.

Is Our School's Drinking Water Safe?

Yes, our schools' water is safe. Anytown School District tested our drinking water for lead. Of the (number) water samples we tested, only (number) showed lead levels above the 20 ppb mark. In other words, (percentage) of the water outlets tested did not have any lead problems.

The first outlet with high lead levels was a drinking water fountain/bubbler at (Anytown High School). We identified the source of the lead so we could fix the problem. The faucet for this drinking water fountain/bubbler was made of lead parts. (Lead was often used in plumbing materials until it was banned in 1986). We replaced the part with a lead-free faucet. Then we tested the water again and found the problem was fixed.

The second outlet with high lead levels was a faucet in the kitchen of (Anytown Elementary School). We found the source of the lead was a pipe that brings water to the faucet. We replaced the pipe with lead-free pipe. Then we tested the water again and found the problem was fixed.

While we sampled the schools' water, we provided bottled water for all students and staff. When we found high lead levels at (two) water outlets, we made sure no one used those outlets until we had fixed the lead problems.

How Can I Learn More?

You can see a copy of all of our water testing results at the school district's central office, which is open Monday to Friday from (9:00 am to 5:00 pm) and on our Web site at (www.anytownschools.k12.us). For more information about water quality in our schools, please contact (John Doe) at (Anytown School District, 555-2233). For information about water quality and sampling for lead at home, contact your local water supplier or state drinking water agency.

Sincerely,

(Fred Frank)
Superintendent of Schools

Note: If your school district cannot immediately fix elevated lead levels, we encourage you to send this notice without delay. In that case, describe the interim measures you will take to provide safe drinking water until the problem can be addressed and the reason for the delay in implementing a permanent solution.

Exhibit 6.2: Sample Press Release for Local Media

Anytown School Department
One School Street
Anytown, USA 00000-0000
Contact: Fred Frank, Superintendent

FOR IMMEDIATE RELEASE

News Release

Lead Levels in School Drinking Water Meet Federal Guidelines

Anytown, USA, April xx, 2005... The Anytown School Department announced today that recent tests of drinking water in the town's schools indicate that lead levels meet federal guidelines. Although lead was initially detected above the recommended level at one drinking water outlet in an elementary school and at one outlet in a senior high school, lead levels were reduced to acceptable levels following replacement of these outlets.

In making the announcement, School Superintendent Fred Frank stated, "We are pleased that the testing program identified only two drinking water outlets with elevated lead levels. Both outlets have since been replaced."

The School Department conducted the testing program to make sure that drinking water in the school system is safe for children and school staff. Water with high lead levels can contribute to negative health effects, especially in young children.

The testing was conducted in January by school personnel following federal and state guidelines. Samples from various locations in each of the schools were sent to a state-certified laboratory for analysis. The laboratory results were received by the School Department last week.

Information about the lead testing program, including the laboratory results, can be found at the School Department office at the above address, weekdays between 8:30 a.m. and 4:30 p.m.

STOP

Exhibit 6.3: Sample Newsletter Article

Anytown School District Conducts Sampling for Lead in Drinking Water

Why was Testing Conducted?

Schools that receive water from a public water system, such as our district, are not required by state or federal regulations to conduct testing for lead in their drinking water. The Environmental Protection Agency (EPA) requires our public water system to provide water to our school that is minimally corrosive. However, some school districts in other locations have found that water samples from their drinking water fixtures have contained relatively high levels of lead. The lead was found to come from the plumbing inside the schools, including fittings, solder, water coolers or water faucets. Because of this information, the Anytown School District decided that testing would be in the best interests of the children, parents, faculty and other citizens served by our district.

Health Effects of Lead

The EPA has determined that lead in drinking water is a health concern at certain levels of exposure. Lead is found throughout the environment in lead-based paint, air, soil, household dust, food, certain types of pottery porcelain and pewter, and water. Lead can pose a significant risk to your health if too much of it enters your body. Lead builds up in the body over many years and can cause damage to the brain, red blood cells and kidneys. The greatest risk is to young children and pregnant women. Amounts of lead that will not hurt adults can slow down normal mental and physical development of growing bodies. In addition, a child at play often comes into contact with sources of lead contamination - like dirt and dust - that rarely affect an adult. It is important to wash children's hands and toys often, and to try to make sure they only put food in their mouths.

How Lead Enters our Water

Lead is unusual among drinking water contaminants in that it seldom occurs naturally in water supplies like groundwater, rivers and lakes. Lead enters drinking water primarily as a result of the corrosion, or wearing away, of materials containing lead in the water distribution system and in building plumbing. These materials include lead-based solder used to join copper pipe, brass, and chrome-plated brass faucets. In 1986, Congress banned the use of lead solder containing greater than 0.2% lead, and restricted the lead content of faucets, pipes and other plumbing materials. However, even the lead in plumbing materials meeting these new requirements is subject to corrosion. When water stands in lead pipes or plumbing systems containing lead for several hours or more, the lead may dissolve into the drinking water. This means the first water drawn from the tap in the morning *may* contain fairly high levels of lead.

Lead in Drinking Water

Lead in drinking water, although rarely the sole cause of lead poisoning, can significantly increase a person's total lead exposure, particularly the exposure of children under the age of 6. EPA estimates that drinking water can make up 20% or more of a person's total exposure to lead.

Results of our Testing

Following instructions given in an EPA guidance document especially designed for schools, we completed a plumbing profile for each of the buildings within the Anytown School District. Through this effort, we identified and tested those drinking water outlets most likely to have high levels of lead. Of the ____ samples taken, all but ____ tested well below EPA's recommended level of 20 ppb for lead.

The first outlet that tested high for lead was a drinking water fountain (bubbler) at Kennedy High School. After follow-up testing was conducted, it was determined that the faucet (bubbler head) was the source of the lead contamination. The faucet was replaced with a lead-free faucet and retested. Follow-up test results revealed lead levels well below EPA's recommended level.

(Continued on next page)

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The second outlet, in the Lincoln Elementary School, was a faucet in the kitchen that showed unacceptable lead levels in both initial and follow-up testing. We found the source of the lead contamination to be the pipe providing water to the faucet. This pipe was replaced with lead-free materials.

During the testing period, bottled water was provided to all students at all schools to minimize the potential for lead exposure. Upon receiving the test results, the two outlets that tested high for lead were disconnected until they were replaced.

A copy of the test results is available in our central office for inspection by the public, including students, teachers, other school personnel, and parents, and can be viewed between the hours of 8:30 a.m. and 4:00 p.m. For more information about water quality in our schools, contact John Doe at the Anytown School Department, 555-2223. For information about water quality in your home or for questions about testing, contact your water supplier or drinking water agency.

Appendix A – Glossary of Terms

Bubbler: An outlet fixture that consists of the bubbler valve, the bubbler receptacle and all associated piping, valves and mounting appurtenances for attaching the fixture to a wall or mounting surface. A bubbler does not contain a refrigeration unit. Some bubblers are attached to central chiller units, while others are not.

Bubbler Valve: The valve and discharge device that mounts on top of the bubbler fixture and discharges water for consumption.

Chiller: A central refrigeration unit providing cold water to some types of bubblers.

Corrosion: A dissolving and wearing away of metal caused by a chemical reaction (e.g., between water and the piping that the water contacts).

Drinking Water Fountain: A fixture connected to the water supply that provides water as needed. There are four types of drinking water fountains: (1) bubblers without central chillers, (2) bubblers with central chillers, (3) water coolers, and (4) bottled water dispensers.

Faucet (“tap”): A valved outlet device attached to a pipe that normally serves a sink or tub fixture. A faucet discharges hot and/or cold water for a variety of consumptive uses, including drinking, cooking, and washing. The term “faucet” is used interchangeably with the term “tap.”

Fittings: Fittings are generally static parts that are used to join sections of pipe, or to join pipe to outlet fixtures.

Flux: A substance applied during soldering to facilitate the flow of solder. Flux often contains lead and can itself be a source of lead contamination in water. The lead-free requirements of the 1986 Safe Drinking Water Act Amendments require that solders and flux not contain more than 0.2 percent lead.

Header: The main pipe in the internal plumbing system of a building. The header supplies water to lateral pipes.

Lateral: A plumbing branch between a header or riser pipe and a fixture or group of fixtures. A lateral may or may not be looped. Where more than one fixture is served by a lateral, connecting pipes are provided between the fixtures and the lateral.

Lead-free: Taken from Section 1417(d) of the Safe Drinking Water Act, this term means that solders and flux may not contain more than 0.2 percent lead; pipes, pipe fittings, and well pumps may not contain more than 8.0 percent lead; and outlet plumbing fittings and fixtures must meet standards established under the lead leaching requirements of section 1417(e) of the Safe Drinking Water Act.

Outlet: A location where water may be accessed for consumption such as a drinking fountain, water faucet, or tap.

Passivation: A corrosion control technique that causes the pipe materials to create metal-hydroxide-carbonate compounds that form a film on the pipe wall to protect the pipe.

Potable Water Pipes: The pipes in a distribution system and in a building which carry water intended for human consumption.

Public Water System: Any water system that has 15 or more service connections and is in operation at least 60 days per year or any water system serving 25 or more persons daily at least 60 days per year.

Riser: The vertical pipe that carries water from one floor to another.

Sediment: Matter from piping or other water conveyance device that settles to the bottom of the water in the apparatus. If lead components are used in plumbing materials, lead sediments may form and result in elevated water lead levels.

Service Connection: The pipe that carries tap water from the public water main to a building. In the past, these were often comprised of lead materials.

Source Water: Untreated water from streams, rivers, lakes, or underground aquifers that is used to supply private wells and public drinking water.

Solder: A metallic compound used to seal the joints between pipes. Until 1988, solder containing up to 50% lead was legally used in potable water plumbing. Lead-free solders, which can contain up to 0.2% lead, often contain one or more of the following metals: antimony, tin, copper or silver. Several alloys are available that melt and flow in a manner similar to lead solder.

Valves: Valves are any of numerous mechanical devices by which the flow of water may be started, stopped, or regulated by a movable part that opens, shuts, or partially obstructs one or more ports of passageway.

Water Cooler: Any mechanical device affixed to drinking water supply plumbing that actively cools water for human consumption. The reservoir can consist of a small tank or a pipe coil.

Appendix B – Publication List

Web Site Publications*

- (1) **Actions You Can Take To Reduce Lead in Drinking Water.* Web site publication. US EPA 810-F-93-001. June 1993. <http://www.epa.gov/safewater/lead/leadfactsheet.html>
- (2) *Commonly Asked Questions: Section 1417 of the Safe Drinking Water Act and the NSF Standard.* US EPA. <http://www.epa.gov/safewater/standard/plumbing.html>
- (3) *Consumer Fact Sheet on: Lead.* Web site article. US EPA. <http://www.epa.gov/safewater/dwh/c-ioc/lead.html>
- (4) *Decision Tree for Pre-Sampling (at Schools).* Web site article. US EPA. <http://www.epa.gov/safewater/schools>
- (5) **Fact Sheet - Lead Reduction Plan - EPA Activities to Improve Implementation of the Lead and Copper Rule.* Web site publication. US EPA 810-F-05-001. March 2005. http://www.epa.gov/safewater/lcrmr/reductionplan_fs.html
- (6) *Frequently Asked Questions.* Web site article. National Sanitation Foundation (NSF). http://www.nsf.org/business/water_distribution/dwa_usepa.asp
- (7) **Is There Lead in the Drinking Water?* Web site publication. US EPA 903-F-01-002. April 2002. <http://www.epa.gov/safewater/lead/pdfs/v2final.pdf>
- (8) **Lead Contamination Control Act (pamphlet).* Web site article. Web site publication. US EPA 570/9-89-AAA. July 1989. <http://www.epa.gov/safewater/lead/pdfs/epalccapamphlet1989.pdf>
- (9) *Lead Contamination Control Act (statute).* Web site article. Government Printing Office. January 2004. http://www.access.gpo.gov/uscode/title42/chapter6a_subchapterxii_partf.html
- (10) **Lead in Drinking Water in Schools and Non-Residential Buildings.* Web site publication. US EPA 812-B-94-002. (April 1994 version of this document.)

- (11) *Lead in Schools and Day Care Centers*. Web site article. US EPA.) <http://www.epa.gov/safewater/lead/schoolanddccc.htm>
- (12) *Mechanical Plumbing System Components*. Web site article. Listing of approved components. NSF. http://www.nsf.org/business/mechanical_plumbing/index.asp?program=MechanicalPluSysCom
- (13) *National Lead Information Center - Document Request Site*. US EPA. <http://www.epa.gov/lead/nlicdocs.htm>
- (14) *Post-Remediation Sampling*. Web site article. (after replacement of fixtures, pipe, fittings, etc.). US EPA. <http://www.epa.gov/safewater/lead/passivation.htm>
- (15) *Testing Schools and Day Care Centers for Lead in Drinking Water*. Web site article. US EPA. <http://www.epa.gov/safewater/lead/testing.htm>
- (16) **Lead Contamination Control Act* (P.L. 100-572 - federal statute) and supporting documents. House Document Room, House of Representatives. Washington, DC 20515. (202) 225-3456.
- (17) **Sampling for Lead in Drinking Water in Nursery Schools and Day Care Facilities* (booklet). US EPA 812-B-94-003. April 1994.
- (18) **The Lead Ban: Preventing the Use of Lead in Public Water Systems and Plumbing Used for Drinking Water* (pamphlet on the federal lead ban). US EPA 570/9-89-BBB. August 1989.

* Also available in hard copy through the National Drinking Water Hotline. See below.

Hard Copy Publications

EPA National Safe Drinking Water Hotline
(800) 426-4791

Hotline operates Monday through Friday,
except federal holidays.

Appendix C – Resources

Safe Drinking Water Hotline 1-800-426-4791

Healthy School Environments

Healthy School Environments

This web site is designed to provide one-stop access to the many programs and resources available to help prevent and resolve environmental issues in schools. <http://www.epa.gov/schools/>

Department of Education Safe and Drug Free Schools

This Department of Education web site offers a collection of links and resources on various school health and safety topics. <http://www.ed.gov/admins/lead/safety/edpicks.jhtml?src=qc>

Lead Poisoning Prevention

Lead Poison Prevention

EPA's Lead Awareness Program designs outreach activities and educational materials, awards grants, and manages a toll-free hotline to help parents, home owners, and lead professionals learn what they can do to protect their families, and themselves, from the dangers of lead. <http://www.epa.gov/lead/>

The Centers for Disease Control Childhood Lead Poisoning Prevention Program

The Lead Contamination Control Act of 1988 authorized the Centers for Disease Control and Prevention (CDC) to initiate program efforts to eliminate childhood lead poisoning in the United States. Visit this web site for information on partnerships, publications, and various other materials addressing lead poison prevention. <http://www.cdc.gov/nceh/lead/lead.htm>

National Lead Information Center (NLIC)

The National Lead Information Center (NLIC) provides the general public and professionals with information about lead hazards and their prevention. NLIC operates under a contract with the U.S. Environmental Protection Agency (EPA), with funding from EPA, the Centers for Disease Control and Prevention, and the Department of Housing and Urban Development. (1-800-424-LEAD [5323]). <http://www.epa.gov/lead/nlic.htm>

Accredited Certification Programs:

American National Standards Institute: list of accredited plumbing and other product certification programs. www.ansi.org/public/ca/ansi_cp.html

The current companies/organizations with NSF 61 plumbing component certification programs accredited by ANSI:

National Sanitation Foundation: Also provides information on the standards that it has issued. www.nsf.org

Underwriters Laboratories. www.ul.com

International Association of Plumbing & Mechanical Officials, Research & Testing, Inc. www.iapmo.org/rnt/index.html

Canadian Standards Association International. www.csa.ca

Truesdail Laboratories. www.truesdail.com

Appendix D – List of State Drinking Water Programs

Alabama

Mr. Ed Hughes, Chief
Drinking Water Branch
Dept. of Environmental Management
P.O. Box 301463
Montgomery, AL 36130-1463
Phone: 334-271-7774
Fax: 334-279-3051
E-mail: ekh@adem.state.al.us

Alaska

Dr. James Weise, Manager
Drinking Water Program
Division of Environmental Health
Alaska Dept. of Environmental Conservation
555 Cordova St.
Anchorage, AK 99501
Phone: 907-269-7647
Fax: 907-269-7655
E-mail: james_weise@dec.state.ak.us

American Samoa

Ms. Sheila Wiegman, Environmental
Coordinator
American Samoa
Environmental Protection Agency
Office of the Governor
Pago Pago, AS 96799
Phone: 684-633-2304
Fax: 684-633-5801

Arizona

Mr. John Calkins
Drinking Water Section
Arizona Dept. of Environmental Quality
1110 W. Washington St.
Phoenix, AZ 85007
Phone: 602-771-4617
Fax: 602-771-4634
E-mail: calkins.john@azdeq.gov

Arkansas

Mr. Harold R. Seifert, P.E., Director
Division of Engineering
Arkansas Department of Health
4815 West Markham Street
Mail Slot 37
Little Rock, AR 72205-3867
Phone: 501-661-2623
Fax: 501-661-2032
E-mail: hseifert@HealthyArkansas.com

California

Dr. David P. Spath, Chief
Division of Drinking Water
and Environmental Management
California Dept. of Health Services
P.O. Box 997413
Sacramento, CA 95899-7413
Phone: 916-449-5582
Fax: 916-449-5575
E-mail: DSpath@dhs.ca.gov

Colorado

Mr. Chet Pauls, Manager
Drinking Water Program
Water Quality Control Division
Colorado Dept. of Public Health and
Environment
WQCD-DW-B2
4300 Cherry Creek Drive, South
Denver, CO 80246-1530
Phone: 303-692-3610
Fax: 303-782-0390
E-mail: chester.pauls@state.co.us

Connecticut

Dr. Gerald R. Iwan, Director
 Drinking Water Division
 Connecticut Dept. of Public Health
 410 Capitol Ave. MS-51WAT
 P.O. Box 340308
 Hartford, CT 06134-0308
 Phone: 860-509-7333
 Fax: 860-509-7359
 E-mail: gerald.iwan@po.state.ct.us

Delaware

Mr. Edward G. Hallock, Program
 Administrator
 Office of Drinking Water
 Division of Public Health
 Delaware Health and Social Services
 Blue Hen Corporate Center, Suite 203
 655 Bay Road
 Dover, DE 19901
 Phone: 302-741-8590
 Fax: 302-741-8631
 E-mail: edward.hallock@state.de.us

District of Columbia

Ms. Jerusalem Bekele, Chief
 Water Quality Division
 Department of Health
 51 N Street, NE
 Washington, DC 20002
 Phone: 202-535-1603
 E-mail: jerusalem.bekele@dc.gov

Florida

Mr. Van R. Hoofnagle, Administrator
 Drinking Water Section
 Florida Dept. of Environmental Protection
 Twin Towers Office Building
 2600 Blair Stone Road
 Tallahassee, FL 32399-2400
 Phone: 850-245-8631
 Fax: 850-245-8669
 E-mail: van.hoofnagle@dep.state.fl.us

Georgia

Mr. Nolton G. Johnson, Chief
 Water Resources Branch
 Environmental Protection Div., Georgia DNR
 2 Martin Luther King, Jr. Drive, S.E.
 East Tower - Suite 1362
 Atlanta, GA 30334
 Phone: 404-651-5168
 Fax: 404-651-9590
 E-mail:
 nolton_johnson@mail.dnr.state.ga.us
 *Mr. Brad Addison is Manager
 of the Drinking Water Program
 (see address above)
 Phone: 404-651-5155
 Fax: 404-651-9590
 E-mail: brad_addison@dnr.state.ga.us

Guam

Mr. Jesus T. Salas, Administrator
 Guam Environmental Protection Agency
 Government of Guam
 P.O. Box 22439 GMF
 Barrigada, GU 96921
 Phone: 671-472-8863
 Fax: 671-477-9402

Hawaii

Mr. Thomas E. Arizumi, Chief
 Environmental Management Division
 Hawaii Department of Health
 919 Ala Moana Blvd.
 Room 300
 Honolulu, HI 96814-4920
 Phone: 808-586-4304
 Fax: 808-586-4352
 E-mail:
 tarizumi@eha.health.state.hi.us

*Mr. Bill Wong is the Chief of
 the Safe Drinking Water Branch
 (see address above, except Room 308)
 Phone: 808-586-4258
 Fax: 808-586-4351
 E-mail: waterbill@aol.com

Idaho

Mr. Lance E. Nielsen, Manager
 Drinking Water Program
 Idaho Dept. of Environmental Quality
 1410 North Hilton
 Boise, ID 83706
 Phone: 208-373-0291
 Fax: 208-373-0576
 E-mail: lance.nielsen@deq.idaho.gov

Illinois

Mr. Roger D. Selburg, P.E., Manager
 Division of Public Water Supplies
 Illinois EPA
 P.O. Box 19276
 Springfield, IL 62794-9276
 Phone: 217-785-8653
 Fax: 217-782-0075
 E-mail: roger.selburg@epa.state.il.us

Indiana

Mr. Patrick Carroll, Chief
 Drinking Water Branch
 Office of Water Quality
 Dept. of Environmental Management
 P.O. Box 6015
 Indianapolis, IN 46206-6015
 Phone: 317-308-3281
 Fax: 317-308-3339
 E-mail: pcarroll@idem.in.gov

Iowa

Mr. Dennis J. Alt, Environmental Program
 Supervisor
 Water Supply Section
 Iowa Department of Natural Resources
 401 SW 7th Street, Suite M
 Des Moines, IA 50309-4611
 Phone: 515-725-0275
 Fax: 515-725-0348
 E-mail: dennis.alt@dnr.state.ia.us
 *Mr. Steve Hopkins is Supervisor of
 the Water Supply Operations
 (see address above)
 Phone: 515-725-0295
 Fax: 515-725-0348
 E-mail: stephen.hopkins@dnr.state.ia.us

Kansas

Mr. David F. Waldo, Chief
 Public Water Supply Section
 Bureau of Water
 Kansas Dept of Health & Environment
 1000 SW Jackson St. - Suite 420
 Topeka, KS 66612-1367
 Phone: 785-296-5503
 Fax: 785-296-5509
 E-mail: dwaldo@kdhe.state.ks.us

Kentucky

Ms. Donna S. Marlin, Manager
 Division of Water - Drinking Water Branch
 Kentucky Dept. for Environmental Protection
 14 Reilly Road, Frankfort Ofc. Park
 Frankfort, KY 40601
 Phone: 502-564-3410
 Fax: 502-564-5105
 E-mail: donna.marlin@ky.gov

Louisiana

Ms. Karen Irion, Administrator
 Safe Drinking Water Program
 Center for Environmental and Health
 Services
 Office of Public Health
 Louisiana Dept. of Health and Hospitals
 6867 Blue Bonnet Blvd.
 Baton Rouge, LA 70810
 Phone: 225-765-5046
 Fax: 225-765-5040
 E-mail: Kirion@dhh.la.gov

Maine

Ms. Nancy Beardsley, Director
 Drinking Water Program
 Maine Department of Health and Human
 Services
 Division of Health Engineering
 11 State House Station
 Augusta, ME 04333
 Phone: 207-287-5674
 Fax: 207-287-4172
 E-mail: nancy.beardsley@maine.gov

Maryland

Mr. Saeid Kasraei, Manager
 Water Supply Program
 Maryland Dept. of the Environment
 Montgomery Park Business Center
 1800 Washington Blvd. - Suite 450
 Baltimore, MD 21230-1708
 Phone: 410-537-3702
 Fax: 410-537-3157
 E-mail: skasraei@mde.state.md.us

Massachusetts

Mr. David Terry, Director
 Drinking Water Program
 Massachusetts Department of
 Environmental
 Protection
 One Winter Street, 6th Floor
 Boston, MA 02108
 Phone: 617-292-5529
 Fax: 617-292-5696
 E-mail: david.terry@state.ma.us

Michigan

Mr. James K. Cleland, P.E., Chief
 Water Bureau
 Michigan Dept. of Env. Quality
 P. O. Box 30630
 Lansing, MI 48909-8130
 Phone: 517-241-1287
 Fax: 517-335-0889
 E-mail: clelandj@michigan.gov

Minnesota

Mr. Doug Mandy, Manager
 Drinking Water Protection Section
 Minnesota Department of Health
 Metro Square Building, Suite 220
 P.O. Box 64975
 St. Paul, MN 55164-0975
 Phone: 651-215-0757
 Fax: 651-215-0775
 E-mail: douglas.mandy@health.state.mn.us

Mississippi

Mr. Keith Allen, Director
 Division of Water Supply
 Mississippi State Department of Health
 P.O. Box 1700
 570 E. Woodrow Wilson Dr.
 Jackson, MS 39215-1700
 Phone: 601-576-7518
 Fax: 601-576-7822
 E-mail: kallen@msdh.state.ms.us

Missouri

Mr. Ed Galbraith, Director
 Water Protection Program
 Missouri Dept of Natural Resources
 P.O. Box 176
 Jefferson City, MO 65102
 Phone: 573-751-6721
 Fax: 573-751-1146
 E-mail: ed.galbraith@dnr.mo.gov

Montana

Mr. Jon Dillard, Bureau Chief
 Public Water and Subdivisions Bureau
 Montana Dept. of Environmental Quality
 Box 200901
 1520 East Sixth Ave.
 Helena, MT 59620-0901
 Phone: 406-444-4071
 Fax: 406-444-1374
 E-mail: jdillard@mt.gov

Nebraska

Mr. Jack L. Daniel, Administrator
 Environmental Health Services Section
 Nebraska Health and Human Services
 System
 301 Centennial Mall South, 3rd Floor
 P.O. Box 95007
 Lincoln, NE 68509-5007
 Phone: 402-471-0510
 Fax: 402-471-6436
 E-mail: jack.daniel@hhss.ne.gov

Nevada

Mr. Andrew Huray, Chief
 Public Health Engineering Section
 Nevada State Health Division
 1179 Fairview Drive
 Carson City, NV 89701
 Phone: 775-687-6353
 Fax: 775-687-5699
 E-mail: ahuray@nvhd.state.nv.us

New Hampshire

Mr. Rene Pelletier, Program Manager
 Water Supply Engineering Bureau
 Dept. of Environmental Services
 Post Office Box 95
 6 Hazen Drive
 Concord, NH 03302-0095
 Phone: 603-271-3434
 Fax: 603-271-5171
 E-mail: rpelletier@des.state.nh.us
 * Ms. Sarah Pillsbury is Drinking Water
 Administrator
 (see address above)
 Phone: 603-271-1168
 Fax: 603-271-2181
 E-mail: spillsbury@des.state.nh.us

New Jersey

Mr. Barker Hamill, Chief
 Bureau of Safe Drinking Water
 New Jersey Department of Environmental
 Protection
 P.O. Box 426
 Trenton, NJ 08625
 Phone: 609-292-5550
 Fax: 609-292-1654
 E-mail: barker.hamill@dep.state.nj.us

New Mexico

Mr. Fernando Martinez, Chief
 Drinking Water Bureau
 New Mexico Environment Department
 525 Camino De Los Marquez
 Suite 4
 Santa Fe, NM 87505
 Phone: 505-827-1400
 Fax: 505-827-7545
 E-mail:
 fernando_martinez@nmenv.state.nm.us

New York

Mr. Jack Dunn, Director
 Bureau of Public Water Supply Protection
 New York Department of Health
 Flanigan Square, Rm. 400
 547 River Street
 Troy, NY 12180-2216
 Phone: 518-402-7650
 Fax: 518-402-7659
 E-mail: jmd02@health.state.ny.us

North Carolina

Ms. Jessica G. Miles, P.E., Chief
 Public Water Supply Section
 North Carolina Dept. of Env. and Natural
 Resources
 1634 Mail Service Center
 Raleigh, NC 27699-1634
 Phone: 919-715-3232
 Fax: 919-715-4374
 E-mail: jessica.miles@ncmail.net

North Dakota

Mr. Larry J. Thelen, Program Manager
 Drinking Water Program
 ND Dept. of Health
 1200 Missouri Avenue, Room 203
 P.O. Box 5520
 Bismarck, ND 58506-5520
 Phone: 701-328-5257
 Fax: 701-328-5200
 E-mail: lthelen@state.nd.us

Northern Mariana Islands

Mr. John I. Castro, Director
 Division of Environmental Quality
 Commonwealth of the Northern Mariana Islands
 Post Office Box 501304
 Saipan, MP 96950-1304
 Phone: 670-664-8500
 Fax: 670-664-8540
 E-mail: deq.director@saipan.com
 *Mr. Joe M. Kaipat is the Manager of
 the Safe Drinking Water Branch
 (see address above)
 Phone: 670-664-8500
 Fax: 670-664-8540
 E-mail: joe.kaipat@saipan.com

Ohio

Mr. Mike G. Baker, Chief
 Division of Drinking and Ground Waters
 Ohio EPA
 Lazarus Gov't Center
 P.O. Box 1049
 Columbus, OH 43216-1049
 Phone: 614-644-2752
 Fax: 614-644-2909
 E-mail: mike.baker@epa.state.oh.us
 *Mr. Kirk Leifheit is Assistant Chief of
 Drinking Water in the
 Division of Drinking and Ground Waters
 (see address above)
 Phone: 614-644-2769
 Fax: 614-644-2909
 E-mail: kirk.leifheit@epa.state.oh.us

Oklahoma

Mr. Jon L. Craig, Director
 Water Quality Division
 Department of Environmental Quality
 707 North Robinson
 Suite 8100
 P.O. Box 1677
 Oklahoma City, OK 73101-1677
 Phone: 405-702-8100
 Fax: 405-702-8101
 E-mail: jon.craig@deq.state.ok.us

*Mr. Mike S. Harrell is Administrator of
 the Public Water Supply Program
 (see address above)
 Phone: 405-702-8158
 Fax: 405-702-8101
 E-mail: mike.harrell@deq.state.ok.us

Oregon

Mr. David E. Leland, Manager
 Drinking Water Program
 Office of Public Health Systems
 Oregon Department of Human Services
 800 NE Oregon St. - Rm. 611
 Portland, OR 97232
 Phone: 503-731-4010
 Fax: 503-731-4077
 E-mail: david.e.leland@state.or.us

Pennsylvania

Mr. Jeffrey A. Gordon, Chief
 Division of Operations Management and Training
 Bureau of Water Standards and Facility
 Regulation
 Department of Environmental Protection
 P.O. Box 8467
 Harrisburg, PA 17105-8467
 Phone: 717-772-4018
 Fax: 717-772-3249
 E-mail: jegordon@state.pa.us

Puerto Rico

Ms. Olga Rivera, Director
 Public Water Supply Supervision Program
 Puerto Rico Department of Health
 Office of the Secretary
 Nacional Plaza Building
 431 Ponce De Leon Ave.
 9th Floor - Suite 903
 Hato Rey, PR 00917
 Phone: 787-648-3903
 Fax: 787-758-6285
 E-mail: orivera@salud.gov.pr

Rhode Island

Ms. June A. Swallow, P.E., Chief
Office of Drinking Water Quality
Rhode Island Department of Health
3 Capitol Hill, Room 209
Providence, RI 02908
Phone: 401-222-6867
Fax: 401-222-6953
E-mail: junes@doh.state.ri.us

South Carolina

Mr. Alton C. Boozer, Chief
Bureau of Water
South Carolina Dept. of Health &
Environmental Control
2600 Bull Street
Columbia, SC 29201
Phone: 803-898-4259
Fax: 803-898-3795
E-mail: boozerac@dhec.sc.gov

South Dakota

Mr. Rob Kittay, Administrator
Drinking Water Program
Division of Environmental Regulation
SD Dept. of Env. and Natural Resources
523 East Capital Ave, Joe Foss Bldg
Pierre, SD 57501-3181
Phone: 605-773-4208
Fax: 605-773-5286
E-mail: rob.kittay@state.sd.us

Tennessee

Mr. W. David Draughon, Jr., Director
Division of Water Supply
Tennessee Dept. of Environment &
Conservation
401 Church Street
L & C Tower, 6th Floor
Nashville, TN 37243-1549
Phone: 615-532-0152
Fax: 615-532-0503
E-mail: david.draughon@state.tn.us

Texas

Mr. E. Buck Henderson, Manager
Public Drinking Water Section
Water Supply Division
Texas Commission on
Environmental Quality
P.O. Box 13087 (MC – 155)
Austin, TX 78711-3087
Phone: 512-239-0990
Fax: 512-239-0030
E-mail: ehenders@tceq.state.tx.us

Utah

Mr. Kevin W. Brown, Director
Division of Drinking Water
Utah Dept. of Environmental Quality
P.O. Box 144830
Salt Lake City, UT 84114-4830
Phone: 801-536-4188
Fax: 801-536-4211
E-mail: kwbrown@utah.gov

Vermont

Mr. Jay L. Rutherford, P.E., Director
Water Supply Division
Vermont Dept. of Env. Conservation
Old Pantry Building
103 South Main Street
Waterbury, VT 05671-0403
Phone: 802-241-3434
Fax: 802-241-3284
E-mail: jay.rutherford@state.vt.us

Virgin Islands

Mr. Leonard Reed, Assistant Director
Division of Environmental Protection
Dept. of Planning & Natural Resources
Wheatley Center 2
St. Thomas, VI 00802
Phone: 340-777-4577
Fax: 340-774-5416
* Mrs. Christine M. Lottes is Supervisor of Public
Water System Supervision (PWSS)
Dept. of Planning & Natural Resources
Water Gut Homes 1118
Christiansted, St. Croix, VI 00820-5065
Phone: 340-773-0565
Fax: 340-773-9310

Virginia

Mr. Jerry Peaks, Director
Office of Drinking Water
Virginia Department of Health
109 Governor St.
Richmond, VA 23219
Phone: 804-864-7488
Fax: 804-864-7520
E-mail: jerry.peaks@vdh.virginia.gov

Washington

Ms. Denise Addotta Clifford, Director
Office of Drinking Water
WA Department of Health
7211 Cleanwater Lane, Bldg. 9
P.O. Box 47828
Olympia, WA 98504-7828
Phone: 360-236-3110
Fax: 360-236-2253
E-mail: denise.clifford@doh.wa.gov

West Virginia

Mr. Walter Ivey, Director
Environmental Engineering Div.
Office of Environmental Health Services
West Virginia Dept. of Health and Human
Services
815 Quarrier Street, Suite 418
Charleston, WV 25301
Phone: 304-558-6715
Fax: 304-558-0289
E-mail: walterivey@wvdhhr.org

Wisconsin

Ms. Jill D. Jonas, Director
Bureau of Drinking Water and Groundwater
Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, WI 53707
Phone: 608-267-7545
Fax: 608-267-7650
E-mail: jill.jonas@dnr.state.wi.us

Wyoming

Mr. John Wagner, Administrator
Water Quality
Dept. of Environmental Quality
Herschler Building
4th Floor West
Cheyenne, WY 82002
Phone: 307-777-7055
Fax: 307-777-5973
E-mail: jwagne@state.wy.us
*Wyoming's Drinking Water Program is managed by
EPA Region VIII

Appendix E – Water Cooler Summary

The Lead Contamination Control Act (LCCA), which amended the Safe Drinking Water Act, was signed into law on October 31, 1988 (P.L. 100-572). The potential of water coolers to supply lead to drinking water in schools and child care centers was a principal focus of this legislation. Specifically, the LCCA mandated that the Consumer Product Safety Commission (CPSC) order the repair, replacement, or recall and refund of drinking water coolers with lead-lined water tanks. In addition, the LCCA called for a ban on the manufacture or sale in interstate commerce of drinking water coolers that are not lead-free. Civil and criminal penalties were established under the law for violations of this ban. With respect to a water cooler that may come in contact with drinking water, the LCCA defined the term “lead-free” to mean:

“not more than 8 percent lead, except that no drinking water cooler which contains any solder, flux, or storage tank interior surface which may come in contact with drinking water shall be considered lead-free if the solder, flux, or storage tank interior surface contains more than 0.2 percent lead.”

Another component of the LCCA was the requirement that EPA publish and make available to the states a list of drinking water coolers, by brand and model, that are not lead-free. In addition, EPA was to publish and make available to the states a separate list of the brand and model of water coolers with a lead-lined tank. EPA is required to revise and republish these lists as new information or analyses become available.

Based on responses to a Congressional survey in the winter of 1988, three major manufacturers, the Halsey Taylor Company, EBCO Manufacturing Corporation, and Sunroc Corporation, indicated that lead solder had been used in at least some models of their drinking water coolers. On April 10, 1988, EPA proposed in the *Federal Register* (at 54 *FR* 14320) lists of drinking water coolers with lead-lined tanks and coolers that are not lead-free. Public comments were received on the notice, and the list was revised and published on January 18, 1990 (Part III, 55 *FR* 1772). See *Table E-2 for a list of water coolers and lead components*.

Prior to publication of the January 1990 list, EPA determined that Halsey Taylor was the only manufacturer of water coolers with lead-lined tanks.¹ Table E-1 presents a listing of model numbers of the Halsey Taylor drinking water coolers with lead-lined tanks that had been identified by EPA as of January 18, 1990.

¹Based upon an analysis of 22 water coolers at a US Navy facility and subsequent data obtained by EPA, EPA believes the most serious cooler contamination problems are associated with water coolers that have lead-lined tanks.

Since the LCCA required the CPSC to order manufacturers of coolers with lead-lined tanks to repair, replace or recall and provide a refund of such coolers, the CPSC negotiated such an agreement with Halsey Taylor through a consent order published on June 1, 1990 (at 55 *FR* 22387). The consent agreement calls on Halsey Taylor to provide a replacement or refund program that addresses all the water coolers listed in Table E-2 as well as “all tank-type models of drinking water coolers manufactured by Halsey Taylor, whether or not those models are included on the present or on a future EPA list.” Under the consent order, Halsey Taylor agreed to notify the public of the replacement and refund program for all tank type models.

SPECIAL NOTE:

Experience indicates that newly installed brass plumbing components containing 8 percent or less lead, as allowed by the SDWA, can contribute high lead levels to drinking water for a considerable period after installation. U.S. water cooler manufacturers have notified EPA that since September 1993, the components of water coolers that come in contact with drinking water have been made with non-lead alloy materials. These materials include stainless steel for fittings and water control devices, brass made of 60 percent copper and 40 percent zinc, terillium copper, and food grade plastic.

Currently, a company formerly associated with Halsey Taylor, Scotsman Ice Systems, has assumed responsibility for replacement of lead-line coolers previously marketed by Halsey Taylor. See below for the address of Scotsman Ice Systems.

Scotsman Ice Systems
775 Corporate Woods Parkway
Vernon Hills, IL 60061
PH: (800) SCOTSMAN or 800-726-8762
PH: (847) 215-4500

Table E-1
Halsey Taylor Water Coolers With Lead-Lined Tanks²

The following six model numbers have one or more units in the model series with lead-lined tanks:

WM8A WT8A GC10ACR GC10A GC5A RWM13A

The following models and serial numbers contain lead-lined tanks:

<u>WM14A Serial No.</u> <u>843034</u>	<u>WM14A Serial No.</u> <u>843006</u>	<u>WT11A Serial No.</u> <u>222650</u>
<u>WT21A Serial No.</u> <u>64309550</u>	<u>WT21A Serial No.</u> <u>64309542</u>	<u>LL14A Serial No.</u> <u>64346908</u>

²Based upon an analysis of 22 water coolers at a US Navy facility and subsequent data obtained by EPA, EPA believes the most serious cooler contamination problems are associated with water coolers that have lead-lined tanks.

Table E-2
Water Coolers With Other Lead Components

EBCO Manufacturing

All pressure bubbler water coolers with shipping dates from 1962 through 1977 have a bubbler valve containing lead. The units contain a single, 50-50 tin-lead solder joint on the bubbler valve. Model numbers for coolers in this category are not available.

The following models of pressure bubbler coolers produced from 1978 through 1981 contain one 50-50 tin-lead solder joint each.

<u>CP3</u>	<u>DP15W</u>	<u>DPM8</u>	<u>7P</u>	<u>13P</u>	<u>DPM8H</u>	<u>DP15M</u>	<u>DP3R</u>	<u>DP8A</u>
<u>DP16M</u>	<u>DP5S</u>	<u>C10E</u>	<u>PX-10</u>	<u>DP7S</u>	<u>DP13SM</u>	<u>DP7M</u>	<u>DP7MH</u>	<u>DP7WMD</u>
<u>WTC10</u>	<u>DP13M-60</u>	<u>DP14M</u>	<u>CP10-50</u>	<u>CP5</u>	<u>CP5M</u>	<u>DP15MW</u>	<u>DP3R</u>	<u>DP14S</u>
<u>DP20-50</u>	<u>DP7SM</u>	<u>DP10X</u>	<u>DP13A</u>	<u>DP13A-50</u>	<u>EP10F</u>	<u>DP5M</u>	<u>DP10F</u>	<u>CP3H</u>
<u>CP3-50</u>	<u>DP13M</u>	<u>DP3RH</u>	<u>DP5F</u>	<u>CP3M</u>	<u>EP5F</u>	<u>13PL</u>	<u>DP8AH</u>	<u>DP13S</u>
<u>CP10</u>	<u>DP20</u>	<u>DP12N</u>	<u>DP7WM</u>	<u>DP14A-50/60</u>				

Halsey Taylor

1. Lead solder was used in these models of water coolers manufactured between 1978 and the last week of 1987:

<u>WMA-1</u>	<u>SCWT/SCWT-A</u>	<u>SWA-1</u>	<u>DC/DHC-1</u>
<u>S3/5/10D</u>	<u>BFC-4F/7F/4FS/7FS</u>	<u>S300/500/100D</u>	

2. The following coolers manufactured for Haws Drinking Faucet Company (Haws) by Halsey Taylor from November 1984 through December 18, 1987, are not lead-free because they contain 2 tin-lead solder joints. The model designations for these units are as follows:

<u>HC8WT</u>	<u>HC14F</u>	<u>HC6W</u>	<u>HWC7D</u>	<u>HC8WTH</u>	<u>HC14F</u>	<u>HC8W</u>	<u>HC2F</u>	<u>HC14WT</u>
					<u>H</u>			
<u>HC14FL</u>	<u>HC14W</u>	<u>HC2FH</u>	<u>HC14WTH</u>	<u>HC8FL</u>	<u>HC4F</u>	<u>HC5F</u>	<u>HC14WL</u>	<u>HCBF7D</u>
<u>HC4FH</u>	<u>HC10F</u>	<u>HC16WT</u>	<u>HCBF7HO</u>	<u>HC8F</u>	<u>HC8FH</u>	<u>HC4W</u>	<u>HWC7</u>	

If you have one of the Halsey Taylor water coolers noted in Table E-2, contact Scotsman Ice Systems (*address and phone noted above*) to learn more about the requirements surrounding their replacement and rebate program.

Appendix G - Preservation of Samples and Sample Containers

This appendix contains information pertaining to the preservation of samples and sample containers. A certified drinking water laboratory should be aware of these requirements. In addition, they will provide you with actual samplers or sample containers and instructions. The sample containers may have been prepared prior to your receipt. The laboratory will also specify how to handle the sample containers and when to submit them after taking your samples.

In order to avoid analytical errors, pay particular attention to proper collection and handling of the sample before analysis. Sample containers (250 mL) should be obtained from a certified laboratory. You should not use other containers such as used jars or water bottles.

Make sure the containers are kept sealed between the time of their preparation by the lab and the collection of the sample. This will assure that no contaminants from the outside are introduced. Preserve the sample by icing and promptly ship or deliver it to the laboratory. Most laboratories will provide the necessary shipping containers and cold packs. Upon receipt, the laboratory will acidify the sample. The sample can be held up to 14 days prior to acidification without loss of lead through absorption, but EPA recommends that the laboratories receive the samples as soon as possible.

For more detailed information, refer to the following documents:

Methods for the Determination of Metals in Environmental Samples. EPA/600/4-94/111. May 1994 (available from the National Technical Information Service, Pub. No. PB95-125472 (703) 487-4650).

Manual for the Certification of Laboratories Analyzing Drinking Water. US EPA 815-B-97-001. March 1997 (available from the National Technical Information Service (703) 487-4650).

Standard Methods for the Examination of Water and Wastewater, 20th Edition. Co-published by the American Public Health Association, the Water Environment Federation, and the American Water Works Association. 1998 (available from the American Water Works Association, ISBN # 0-87553-235-7, Catalog #10079).

Appendix H – Example Scenarios for Water Sample Results

Service Connection Sampling (See Exhibit 4.3)

Examples:

- Sample 1S (20 ppb) exceeds Sample 1M (5 ppb) = 15 ppb of lead is contributed from the service connection; the lead amount in the main (Sample 1M) does not exceed 5 ppb; therefore, you may want to check for a lead service line or gooseneck depending upon results of lead testing at other outlets in the building; if you reduce lead at the connection, lead levels may be reduced throughout the remainder of the building.
- Sample 1M is 10 ppb and Sample 1S is 10 ppb = very little lead is contributed from the service line; source of lead is most likely the water main.
- Sample 1S (7 ppb) and Sample 1M (6 ppb) are close to 5 ppb = very little lead (1 ppb) is being picked up in the water from the service line or the distribution main; very little lead is contributed from the source water; if other outlets show significantly higher lead levels, the source of the contamination is the interior plumbing and/or the outlets themselves.

Drinking Water Fountain without Central Chiller (See Exhibit 4.4)

Example:

- Sample 1A (31 ppb) exceeds Sample 2A (7 ppb) = 24 ppb of lead is contributed from the bubbler.
- Sample 2A (7 ppb) does not significantly exceed 5 ppb = very little lead (2 ppb) is being picked up from the plumbing upstream from the bubbler; the majority of the lead in the water is contributed from the bubbler.
- Sample 2A (7 ppb) does not exceed 20 ppb = sampling from header or loop supplying water to the lateral is not necessary.

Possible Solution: Replace fixture, valves, or fittings on bubbler with lead-free device (ensure compliance with the NSF standards for any fixtures you intend to purchase); retest water for lead after new materials installed.

Drinking Water Fountain with Central Chiller (See Exhibits 4.4 and 4.9)

Example 1:

- Sample 1A (25 ppb) exceeds Sample 2A (3 ppb) = 22 ppb of lead is contributed from the bubbler.
- Sample 2A (3 ppb) is close to 5 ppb = very little lead is being picked up from the plumbing upstream from the bubbler; the majority or all of the lead is contributed from the bubbler.

Possible Solution: Replace bubbler valve, fittings and/or fixture with lead-free materials (request results of lead leaching studies from manufacturers of brass products before purchasing to ensure that harmful amounts of lead will not be leached); retest water once new materials installed.

Example 2:

- Sample 1A (38 ppb) exceeds Sample 2A (21 ppb) = 17 ppb of lead is contributed from the bubbler.
- Sample 2A (21 ppb) significantly exceeds 5 ppb = about 21 ppb of lead is being contributed from the plumbing upstream from the bubbler.
- Sample 2A (21 ppb) exceeds 20 ppb = sampling from the chiller unit supplying the water to the lateral is necessary to locate the source of the contamination (see *instructions and examples below for sampling chiller units*).

Example 3:

- Sample 2A (21 ppb) exceeds Sample 2K (10 ppb) = 11 ppb of lead is contributed from the plumbing supplying the water from the chiller to the bubbler.
- Sample 2K (10 ppb) exceeds Sample 1K (4 ppb) = a portion of the lead (6 ppb) may be coming from the chiller; check for and remove any debris and sludge in the chiller unit; flush the unit, and resample the water.
- Sample 1K (4 ppb) does not exceed 20 ppb = additional sampling from the distribution system supplying water to the chiller is not necessary.
- Sample 1K (4 ppb) is very close to 5 ppb = very little lead is picked up from the plumbing upstream from the chiller; the majority or all of the lead in the water can be attributed to the chiller and the plumbing downstream from the chiller.

Possible Solutions: Flush the chiller unit and plumbing; if lead levels are still high, replace plumbing supplying water from the chiller to the bubbler; replace the bubbler fixture, fittings, and valves with lead-free materials; and clean sediment and debris from chiller unit. Retest water for lead once changes have been made. If the lead levels after initial flushing are low, clean any sediment and debris from the chiller, and resample the chiller monthly for 3 months. If the lead levels increase, the additional remediation measures listed immediately above are probably necessary to reduce lead risks. If the levels remain low, routine annual cleaning of sediment and debris and routine monitoring at the same frequency as other sites is recommended .

Example 4:

- Sample 2A (45 ppb) exceeds Sample 2K (28 ppb) = 17 ppb of lead is being contributed from the plumbing supplying water from the chiller to the bubbler.
- Sample 2K (28 ppb) exceeds Sample 1K (21 ppb) = 7 ppb of lead is contributed by the chiller.
- Sample 1K (21 ppb) exceeds 20 ppb = additional sampling from the distribution system supplying water to the chiller is necessary to locate the source of the contamination (see *Exhibit 4.9 on Sampling Interior Plumbing for instructions*).

Possible Solution: Lead levels are clearly elevated at all sample sites. It appears that multiple sources of lead are contributing to the problem. Retesting may help locate sources of lead, but it appears that the solution includes replacement of upstream plumbing; the bubbler fixture, valves, and fittings with lead-free materials; and cleaning the sediment and debris from the chiller. Retest water for lead after changes have been made. If levels are still elevated, replacement of the chiller may be necessary.

Drinking Water Fountain (Water Coolers) (See Exhibit 4.5)

Example 1:

- Sample 1C (54 ppb) = the plumbing upstream from the cooler and/or the water cooler is contributing lead.
- Sample 3C (40 ppb) exceeds Sample 2C (5 ppb) = the water cooler is contributing 35 ppb of lead.
- Sample 3C (40 ppb) exceeds Sample 2C (5 ppb) and Sample 1C (54 ppb) exceeds Sample 3C (40 ppb) = the plumbing directly upstream from the cooler is contributing 14 ppb of lead.
- Sample 2C (5 ppb) is less than 10 ppb and Sample 2C is less than Sample 1C (54 ppb) and Sample 3C (40 ppb) = the source of lead is not sediments contained in the cooler storage tank, screens, or plumbing upstream from the cooler.

Possible Solutions: Replace the cooler with one that contains lead-free components, and retest the water or find an alternative lead-free drinking water source; locate source of lead from plumbing and eliminate it (*routine flushing is not applicable as a potential remedy for water coolers – see discussion of this issue in Sections 5.2 and 5.3 of this guidance document for further information*).

Example 2:

- Samples 1C (44 ppb), 3C (42 ppb) and 2C (41 ppb) are approximately equal = the cooler is not the likely source of lead.
- Sample 1C (44 ppb) exceeds Sample 3C (42 ppb) and Sample 3C and Sample 2C (41 ppb) are close = the plumbing upstream from the cooler is contributing lead to the water.
- Samples 1C (44 ppb), 3C (42 ppb) and 2C (41 ppb) are approximately equal = the source of lead is not likely sediments contained in the cooler storage tank or screens.
- Sample 4C (43 ppb) significantly exceeds 5 ppb = the source of lead is the plumbing upstream from the cooler.

Possible Solutions: Replace the plumbing upstream between the header and cooler with lead-free materials and retest the water. If the water continues to test high, the header, service connection and/or public water supply may be the problem. An evaluation should be made as soon as possible to determine the source of the lead, and other outlets should be tested immediately if not already done. Remember that flushing is not recommended as a practical remedy for water coolers.

Bottled Water Dispensers (See Exhibit 4.6)

Example 1:

- Sample 1D (23 ppb) exceeds Sample 2D (5 ppb) = 18 ppb of lead is contributed from the dispenser unit.

Possible Solution: Replace dispenser unit with one that is made of lead-free materials and retest.

Example 2:

- Sample 1D (24 ppb) and Sample 2D (23 ppb) are close = the source of lead is the bottled water.

Possible Solutions: Purchase another type of bottled water for which the distributor provides written assurance that lead levels do not exceed federal and state lead standards, or find other alternative lead-free water source. Retest after any remedy has been employed.

Ice Making Machines (See Exhibit 4.7)

Example 1:

- Sample 1E is 22 ppb and Sample 2E (6 ppb) is close to 5 ppb = source of the lead (16 ppb) is the ice maker.

Possible Solutions: Replace plumbing components in ice maker with lead-free materials; clean debris from plumbing and screen at inlet to ice maker; replace with lead-free ice maker; retest after any remedy has been employed.

Example 2:

- Sample 1E = 22 ppb and Sample 2E (21 ppb) significantly exceeds 5 ppb = lead is contributed from the plumbing upstream from the ice maker.
- Sample 2E (21 ppb) exceeds 20 ppb = sampling from the distribution system supplying water to the ice maker is recommended (see *Exhibit 4.9 for instructions*).

Faucets (Taps) (See Exhibit 4.8)

Example 1:

- Sample 1F (39 ppb) exceeds Sample 2F (6 ppb) = 33 ppb of lead is contributed from the water faucet.
- Sample 2F (6 ppb) is close to 5 ppb = very little lead is coming from the plumbing upstream from the faucet; the majority of the lead is coming from the faucet and/or the plumbing connecting the faucet to the lateral.

Possible Solutions: Replace faucet with lead-free device (ensure compliance with the NSF standards for any fixtures you intend to purchase); replace plumbing connecting the faucet to the lateral with lead-free materials; flush outlet and connecting plumbing each day; apply point-of-use device designed to remove lead; find alternative water source such as bottled water or other lead-free location in the building; retest after any remedies are employed.

Example 2:

- Sample 1F (49 ppb) exceeds Sample 2F (25 ppb) = source of lead (24 ppb) is the water faucet and the plumbing upstream from the outlet (25 ppb).
- Sample 2F (25 ppb) significantly exceeds 5 ppb = lead may be contributed from upstream from the faucet; evaluate lead test results conducted upstream from the faucet to ascertain potential contributions of lead from the upstream piping. To pinpoint location test interior plumbing (see *instructions for sampling interior plumbing in Exhibit 4.9*).

Possible Solutions: Replace faucet with lead-free device (ensure compliance with the NSF standards for any fixtures you intend to purchase); replace plumbing connecting faucet to the lateral with lead-free materials; replace suspected portion of interior plumbing with lead-free materials; flush the outlet and interior plumbing each day; apply point-of-use device designed to remove lead; find alternative water source such as bottled water or water from other lead-free location in the building; retest after any remedies are employed.

Interior Plumbing (See Exhibit 4.9)

Example 1:

- Sample 1G (22 ppb) exceeds 20 ppb = collect additional samples from the plumbing upstream to further pinpoint the source of lead (i.e., from the service line, the riser pipe, the loop, or the header supplying water to the lateral).
- Sample 1G (22 ppb) significantly exceeds 5 ppb and is less than downstream site (35 ppb) = a portion of the lead (13 ppb) is contributed downstream from the sample site.
- Sample 1G (22 ppb) is not similar to downstream site (35 ppb) but both exceed 20 ppb = lead is contributed from the lateral or from interior plumbing upstream from the lateral; possible sources of lead may be the loop, header, riser pipe, or service connection; further sampling is necessary.

Possible Solution: Following the collection of additional samples from plumbing upstream to pinpoint sources of lead, replace plumbing with lead-free materials; retest water for lead.

Example 2:

- Sample 1H or 1J (23 ppb) exceeds 20 ppb = collect additional samples from the plumbing upstream supplying water to the loop or header; compare the results with those taken from the service line or the riser pipe that supplies water to the loop and/or header.
- Sample 1H or 1J (23 ppb) significantly exceeds 5 ppb and Sample 1H or 1J is less than downstream site (25 ppb) = a small portion of the lead (2 ppb) is contributed downstream of the sample site.

Possible Solution: Following the collection of additional samples upstream from the header or loop to pinpoint source of lead, replace affected plumbing with lead-free materials; retest water for lead.

Example 3:

- Downstream Site is 25 ppb, Service Connection Sample is 4 ppb, and Sample 1J (6 ppb) is less than 20 ppb = additional samples from upstream need not be collected; 21 ppb of lead is contributed from the downstream site.
- Sample 1J (6 ppb) is not equal to downstream site (25 ppb) = source of lead is not the riser pipe or the plumbing and service connection upstream from the riser pipe.
- 1J (6 ppb) is close to 5 ppb = the portion of the riser pipe and plumbing upstream from Sample Site 1J and the service connection are not contributing lead to the water; the source of lead is downstream of the sample site.

Possible Solution: Following the collection of samples from interior plumbing downstream from the riser pipe and the affected outlet to pinpoint the source of lead, replace affected plumbing with lead-free materials; retest water for lead.

Appendix I – Plumbing Profile Questionnaire

This questionnaire is designed to assist with the determination of whether or not lead is likely to be a problem in your facility, and will enable you to prioritize your sampling effort. A separate plumbing profile may be needed for each building, addition, or wing of your facility, especially if the construction took place at different times. Some of the questions in this questionnaire may not apply to your facility for various reasons. Skip those questions that do not apply. For a discussion of this questionnaire and interpretation of possible answers, please see Chapter 3 of the document.

Plumbing Profile Questions	Answers
<p>1. When was the original building constructed?</p> <p>Were any buildings or additions added to the original facility? If so, complete a separate plumbing profile for each building, addition, or wing.</p>	
<p>2. If built or repaired since 1986, were lead-free plumbing and solder used in accordance with the lead-free requirements of the 1986 Safe Drinking Water Act Amendments? What type of solder has been used?</p>	
<p>3. When were the most recent plumbing repairs made (note locations)?</p>	
<p>4. With what materials is the service connection (the pipe that carries water to the school from the public water system's main in the street) made?</p> <p>Note the location where the service connection enters the building and connects to the interior plumbing.</p>	

<p>5. Specifically, what are the potable water pipes made of in your facility (note the locations)?</p> <ul style="list-style-type: none"> • Lead • Plastic • Galvanized Metal • Cast Iron • Copper • Other <p>Note the location of the different types of pipe, if applicable, and the direction of water flow through the building. Note the areas of the building that receive water first, and which areas receive water last.</p>	
<p>6. Do you have tanks in your plumbing system (pressure tanks, gravity storage tanks)?</p> <p>Note the location of any tanks, and any available information about the tank; e.g., manufacturer, date of installation.</p>	
<p>7. Was lead solder used in your plumbing system? Note the locations with lead solder.</p>	
<p>8. Are brass fittings, faucets, or valves used in your drinking water system? (Note: Most faucets are brass on the inside.)</p> <p>You may want to note the locations on a map or diagram of your facility and make extensive notes that would facilitate future analysis of lead sample results.</p>	

	<p>9. How many of the following outlets provide water for consumption? Note the locations.</p> <ul style="list-style-type: none"> • Water Coolers • Bubblers • Ice Makers • Kitchen Taps • Drinking Fountains or Taps
	<p>10. Has your school checked the brands and models of water coolers and compared them to the listing of banned water coolers in Appendix E of this document? Note the locations of any banned coolers.</p>
	<p>11. Do outlets that provide drinking water have accessible screens or aerators? (Standard faucets usually have screens. Many coolers and bubblers also have screens.) Note the locations.</p>
	<p>12. Have these screens been cleaned? Note the locations.</p>

<p>13. Can you detect signs of corrosion, such as frequent leaks, rust-colored water, or stained dishes or laundry? Note the locations.</p>	
<p>14. Is any electrical equipment grounded to water pipes? Note the locations.</p>	
<p>15. Have there been any complaints about bad (metallic) taste? Note the locations.</p>	

	<p>16. Check building files to determine whether any water samples have been taken from your building for any contaminants (also check with your public water supplier).</p> <ul style="list-style-type: none"> • Name of contaminant(s)? • What concentrations of these contaminants were found? • What was the pH level of the water? • Is testing done regularly at your facility?
	<p>17. Other plumbing questions:</p> <ul style="list-style-type: none"> • Are blueprints of the building available? • Are there known plumbing “dead-ends,” low use areas, existing leaks or other “problem areas”? • Are renovations being planned for part or all of the plumbing system?



Reducing Lead in Drinking Water

A TECHNICAL GUIDANCE AND MODEL PLAN FOR
MINNESOTA'S PUBLIC SCHOOLS



DEPARTMENT OF EDUCATION

DEPARTMENT OF HEALTH

April 2018

Minnesota Department of Education
Division of School Finance – Long-Term Facilities Maintenance
1500 Highway 36 West
Roseville, Minnesota 55113
651-582-8779
mde.funding@state.mn.us
[Minnesota Department of Education \(http://www.education.state.mn.us\)](http://www.education.state.mn.us)

Minnesota Department of Health
Environmental Health Division – Drinking Water Protection
PO Box 64975
St. Paul, MN 55164-0975
651-201-4700
health.drinkingwater@state.mn.us
www.health.state.mn.us

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Foreword

Reducing potential lead risks in school drinking water

We are pleased to present this guidance and model plan, *Reducing Lead in Drinking Water: A Technical Guidance and Model Plan for Minnesota's Public Schools*. This plan reflects the commitment of public health, education, and legislative leaders, as well as those directly responsible for operating school drinking water systems, to reduce the chance that children are exposed to the health hazards of lead through school drinking water. It provides information on both required steps (testing, reporting) and flexible guidance that schools can consider to meet their individual needs. Reducing lead exposure is a high priority for all of us.

When children take in even small amounts of lead, there can be detrimental health effects. The longer children are exposed to lead, or the higher the dose, the greater the impact. While current science has not found a safe level of lead exposure, lead is still present in many areas of our environment, making it very difficult and costly to reach a point of zero exposure. That is why it is so important for those of us who are concerned for the health and safety of our children to do what we can to reduce lead exposures for children.

While the greatest risks, by far, for children to be exposed to lead are typically in their own homes from a source such as lead paint, under certain conditions children can be exposed to lead through school drinking water. This manual builds on existing guidance that schools have used since 1989. It is designed to help schools develop and implement plans to test for lead in drinking water and communicate results to parents and the public – fulfilling the requirements of a new state law passed in 2017. Further, the manual describes steps schools may take to reduce lead in drinking water.

We recognize the challenges school managers will face in executing lead testing, communicating results, and taking action to reduce lead in drinking water. Many schools have already taken steps to reduce lead in drinking water and we are learning from their experience. If all schools take appropriate actions and continue to follow best practices, potential exposures across the State can be greatly limited and children protected from the life-long negative impacts of lead exposure. Staff in both of our agencies are available to provide assistance to help school staff to address these challenges.

We look forward to working with all schools in Minnesota to create a more lead-free future for our children.

Brenda Casselius
Commissioner of Education

Jan Malcolm
Commissioner of Health

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Introduction

Purpose of this Technical Guidance and Model Plan

This technical guidance is designed to assist Minnesota’s school districts and charter schools in minimizing the exposure of students and staff to lead in drinking water. It also contains the model plan for lead testing of school drinking water as required under Minnesota Statutes, section 121A.335. The specific text of the statute can be found at:

- [Lead in School Drinking Water \(https://revisor.mn.gov/statutes/?id=121A.335\)](https://revisor.mn.gov/statutes/?id=121A.335)

Minnesota Statutes, section 121A.335 requires schools to either adopt the model plan outlined in this document or develop and adopt an alternative plan that accurately and efficiently tests for the presence of lead in water in public school buildings serving students. The statute further directs that this technical guidance be based on “standards established by the United States Environmental Protection Agency (EPA)” and current Minnesota Department of Health (MDH) guidance. In addition to describing required aspects (planning, testing, reporting), the manual also presents flexible guidance that schools can consider to meet their individual needs most efficiently.

The Minnesota Department of Education (MDE) and MDH intend that school administrators consult this technical guidance and model plan when testing for lead in their drinking water and implement activities as needed to reduce exposure to lead. The school district is responsible for adopting and retaining the model plan/alternative plan and test results records, as well as making those results available to parents and the public.

Who is Required to Use this Technical Guidance and Model Plan?

This technical guidance and model plan are intended for use by all school districts and charter schools subject to requirements of Minnesota Statutes, section 121A.335.

School administrators, school boards and others in positions of governance should review this guidance. Beyond the model plan for lead testing, this technical guidance includes recommendations to reduce lead levels at taps used for drinking water and food preparation. The instructions for testing and suggested lead hazard reduction options are designed for school health, safety, and maintenance personnel, as well as consultants working with educational agencies.

If your school is served by a Community Public Water System (CPWS), i.e. municipality, you should contact your CPWS to learn more about lead in your water supply before testing your facility. It’s important to develop a working relationship with your CPWS, including having a coordinated communications plan.

While this technical guidance and model plan pertains specifically to school districts and charter schools subject to Minnesota Statutes, 121A.335, other facilities serving infants, preschoolers, and children are encouraged to use this technical guidance and model plan to identify and reduce lead in drinking water.

Health Information

Why Worry About Lead in Schools?

Lead is a toxic material known to be harmful to human health if ingested or inhaled. Recent research has shown that exposure to lead is associated with adverse mental, physical, and behavioral effects on children. The current scientific consensus is that there is no safe level of lead exposure. For more background see:

- [Centers for Disease Control and Prevention \(https://www.cdc.gov/nceh/lead/\)](https://www.cdc.gov/nceh/lead/).

Therefore, any measureable blood lead level can have negative health effects. While water is just one potential source of exposure to lead in the environment, reducing lead in school drinking water can decrease an individual's overall exposure to lead.

Health Risks of Lead

While we have known that lead is toxic for many centuries, there has historically been a level of exposure presumed to be "safe." Over the years, the safe level has been reduced based on new research, but it was always there. However, in 2012, the Centers for Disease Control and Prevention dramatically changed the way lead toxicity is assessed. Instead of setting a safe level, the new approach acknowledges the fact that there is no currently known safe level of lead exposure and recommends a primary prevention approach (i.e., preventing a problem before it occurs) to reducing risk. This concept of "no safe level" is similar to the way we assess risks from carcinogens.

Health risks from carcinogens are managed by setting an acceptable risk probability (not zero) that balances the need to reduce exposure with the practicality of avoiding chemicals that are widely distributed in our environment. The new approach for lead hazard reduction is similar in that it balances the need to reduce exposure (i.e., primary prevention) while recognizing that lead is still present in many areas of our environment.

Children

Children are more susceptible to lead exposure because their bodies absorb metals at higher rates than the average adult. Children younger than six years old are most at risk due to their rapid rate of growth and ongoing brain development. Exposure to lead can cause damage to the brain, nervous system, red blood cells, and kidneys. Lead also has the potential to cause lower IQs, hearing impairments, reduced attention span, hyperactivity, developmental delays, and poor classroom performance.

The damage from lead exposure in children is permanent. Fortunately, the impacts of lead exposure can be minimized with good nutrition, a stimulating education, and a supportive environment.

Adults

High blood lead levels in adults have been linked to increased blood pressure, poor muscle coordination, nerve damage, decreased fertility, and hearing and vision impairment. Pregnant

women and their fetuses are especially vulnerable to lead exposure since lead can significantly harm the fetus, causing lower birth weight and slowing normal mental and physical developments. For more information on the health impacts of lead on children and adults, please see the Minnesota Department of Health lead page:

- [Lead \(http://www.health.state.mn.us/topics/lead/index.html\)](http://www.health.state.mn.us/topics/lead/index.html)

Common Sources of Lead

There are a number of pathways of exposure to lead in the environment. While this guidance focuses on lead in drinking water at schools, it is important to reduce exposure from all potential sources of lead. These include:

- Lead-based paint in older homes (i.e., built before 1978). This is the most common source for childhood lead poisoning;
- Lead-contaminated dust and soil;
- Imported spices, cosmetics, and medications contaminated with lead;
- Pottery or ceramics with lead glazes;
- Exposure through lead dust from a household member who has a job or hobby that involves lead, such as construction or shooting firearms;
- Swallowing items that contain lead, such as fishing sinkers; and
- Corrosion of plumbing materials including brass, solder and pipes.

Therefore, while water is not typically the most prominent source of lead exposure for an individual, reducing lead in drinking water can help in lowering an individual's overall exposure.

How Does Lead Get Into Drinking Water?

Lead found in drinking water comes primarily from materials and components associated with the water distribution system and plumbing. While public water distribution systems may have lead components, the highest concentrations of lead are typically found nearest to the tap. Lead may be present in various materials in a building's plumbing system such as lead solder, brass fixtures, valves, and lead pipes. Corrosion of these materials allows lead to dissolve into the water passing through the plumbing system. The amount of corrosion depends on the type of plumbing materials, water quality characteristics, electrical currents, and how water is used. The longer water remains in contact with lead materials, the greater the chance lead can get into the water.

Why is Lead a Special Concern for Schools?

Children are more vulnerable to lead

Children typically have higher intake rates for environmental materials (such as soil, dust, food, water, air, paint) than adults. They are more likely to play in the dirt and put their hands and other objects in their mouths. Children tend to absorb a higher fraction of ingested lead than adults, which can slow the normal physical and mental development of their growing bodies. In addition, the physical and behavioral health effects from lead exposure can impact student success and school function. While the most vulnerable age for lead exposure is for children

less than six years old, the brains of school-age children are still developing and can be significantly impacted by lead exposure.

Plumbing materials and water use patterns at schools

Lead levels in the water within the plumbing system of schools can vary greatly from tap to tap. Plumbing materials and usage patterns influence the amount of lead in drinking water due to the variety of materials in the system (e.g., lead or copper pipes, lead solder, and brass fixtures). The amount of time the water is in contact with various materials in the plumbing system may have a significant effect on the concentrations found as well. The “on-again, off-again” water use patterns of most schools can contribute to elevated lead levels in drinking water. Water that remains stagnant in plumbing overnight, over a weekend, or during a vacation has longer contact with plumbing materials and therefore may contain higher levels of lead.

What Can Be Done to Reduce Lead Levels in Drinking Water?

This section is relevant to any tap used for drinking water or food preparation. These are best practices in reducing lead concentrations and can be used at home, school, or at work.

When evaluating the best approach for protecting against lead exposure in schools, it is important to balance a number of factors:

- Current research has not identified a safe level of exposure to lead;
- Lead is still present in many areas of the environment, making it very difficult to eliminate all exposure;
- The risks of developing irreparable damage from lead in water increase with higher concentrations of lead and longer exposure times;
- School buildings across the state are very different, being old/new, big/small, busy/limited, targeted/multi-purpose, which impacts the likelihood of lead exposure; and
- Local school districts have the best understanding of their buildings and how they are used; they can work with parents, students, teachers, and administrators to come up with the best approach for their specific situation.

An effective response to lead in water must consider all of the factors listed above. Both MDE and MDH are readily available for technical assistance and consultation, but the local school district is in the best position to understand and implement an effective strategy for their specific situation.

Use only cold water for drinking and food preparation

Use only cold water for drinking, preparing food, and making baby formula. Hot water releases more lead from pipes than cold water. The water may be warmed before use in formula.

Let it run before use

Running water at a tap, prior to using it for drinking or food preparation, will typically help reduce lead levels in the water. This works by removing the water that has been in the longest contact with the plumbing materials, thus removing the water with the highest concentration of lead. Let the water run for 30-60 seconds before using it for drinking or cooking if the water

has not been turned on in over six hours. The only way to know if lead has been reduced after letting it run is to check with a test.

Other routine maintenance

Like any appliance, water systems require routine maintenance to function properly. Steps to help reduce the presence of lead in your water include:

- Clean faucet aerators on a quarterly basis - more often if debris buildup is observed - as lead-containing materials may accumulate in aerator screens;
- Use only certified lead free materials when performing plumbing work.
 - [Lead Free Certification Marks](http://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100GRDZ.txt) (<http://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100GRDZ.txt>) ; and
- Follow the manufacturer's recommendations for water softener settings to ensure an appropriate level of hardness. The hardness of the incoming water may have to be determined by asking your water supplier or having a sample analyzed.

Test the water for lead

The only way to determine how much lead may be present in drinking water is to have the water tested. Each tap or fixture providing water for drinking or food preparation should be tested at least every five years. Some form of lead hazard reduction should be implemented for taps where lead is found. Detailed instructions on testing water for lead and recommended lead hazard reduction options can be found later in this document.

Regulations and Guidance

Due to lead’s health effects and the special circumstances that make lead a concern in schools, a number of legal requirements and guidance materials exist that are applicable to reducing lead in school drinking water.

Table 1 displays the rules, regulations and guidance applicable to schools. They represent a range of laws, rules (enforceable) and guidance (not enforceable) developed over the past 30 years. Much has been learned over that time regarding lead health impacts, requiring an ongoing evolution in the way we address lead hazards. Each rule, regulation or guidance is explained in detail in the sections following the table.

Table 1: Regulations and Guidance Governing Lead in Schools Drinking Water

Type	State Statutory Requirement	Federal Laws and Rules			State Guidance	Federal Guidance (EPA)
Name	Minnesota Statute 121A.335	Lead and Copper Rule (SDWA)	Lead Contamination Control Act	Reduction of Lead in Drinking Water Act (SDWA)	Reducing Lead in Drinking Water	3Ts (Training, Testing and Telling)
Effective Date	2018	1991/2007	1988	2014	1989/2014	1994/2006
Applicability	All public and charter schools in Minnesota	Directly applies to schools served by their own water source (e.g., well) and serving 25 or more people	All schools	All schools	All schools	All schools

Minnesota State Statute 121A.335

The document you are reading was developed in response to Minnesota State Statute 121A.335. It requires public and charter schools to have a plan for efficiently and accurately testing for lead in drinking water using the model plan developed by MDE and MDH or by adopting an alternative plan. The law applies in addition to any other current testing requirements. The full Statute is found at:

- [Lead in School Drinking Water \(https://revisor.mn.gov/statutes/?id=121A.335\)](https://revisor.mn.gov/statutes/?id=121A.335)

Under the statute, **by July 1, 2018 school districts must:**

- Adopt the model plan from this document or develop and adopt an alternative plan to accurately and efficiently test for lead in school buildings serving students from prekindergarten to grade 12;

- Create a schedule for testing that includes all school district buildings and charter schools serving students where there is a source of water that may be consumed by students (used in cooking or directly by drinking). Each tap must be tested at least once every five years. Testing must have begun by July 1, 2018 and complete testing of all buildings serving students must be done within five years; and
- Make the results of testing available to the public to review and notify the parents and guardians of the availability of the information.

The Safe Drinking Water Act, Lead and Copper Rule

The Lead and Copper Rule (LCR) of the federal Safe Drinking Water Act (SDWA) was first passed in 1991, was updated in 2007, and applies to the public water system (PWS) supplying drinking water to a school building. Compliance with the LCR is based on the 90th percentile concentration value from samples collected at different points in the PWS. Compliance is a statistical calculation used to determine when a PWS must explore options to reduce lead in the water in the whole system. The LCR does not apply to individual taps.

Testing under the LCR is conducted based on a tier system, with the highest priority being individual residences. Therefore, a school served by a community water supply will not be tested under the LCR. However, if a school has a private well and has 25 or more staff and students, they are classified as a PWS and must test for lead under the LCR. More information on the LCR is at:

- [Lead and Copper Rule \(http://water.epa.gov/lawsregs/rulesregs/sdwa/lcr/index.cfm\)](http://water.epa.gov/lawsregs/rulesregs/sdwa/lcr/index.cfm)

The Lead Contamination Control Act

The Lead Contamination and Control Act (LCCA) - Public Law 100-572 was passed in 1988 and applies to all schools. The intent of the LCCA is to identify and reduce lead in drinking water at schools and relies on voluntary compliance by individual schools and school districts. In particular, it focuses on certain models of water coolers in existence at the time of the law's enactment, while also addressing lead risk reduction generally. Although compliance with the LCCA is voluntary, schools are encouraged to review its recommendations and consider implementation where appropriate.

More information on the LCCA is at:

- [Lead in Drinking Water in Schools Historical Documents \(https://www.epa.gov/dwreginfo/lead-drinking-water-schools-historical-documents\)](https://www.epa.gov/dwreginfo/lead-drinking-water-schools-historical-documents)

The Safe Drinking Water Act, Reduction of Lead in Drinking Water Act

The Reduction of Lead in Drinking Water Act (Public Law 111-380 amending Section 1417 of the Safe Drinking Water Act) became effective in January 2014. This law applies to all schools. The most common source of lead in drinking water is the corrosion of pipes and plumbing fixtures. In an effort to reduce this contamination source, the EPA amended the SDWA to mandate that

all pipes, solders, fittings, and fixtures be “lead free.” The Act revised the definition of lead free to lower the allowable amount of lead to a weighted average of 0.25% percent of the wetted surfaces of plumbing products and established a statutory method for calculating lead content; it retains a 0.20% lead limit for solder and flux. The law also created exemptions from the lead free requirements for plumbing products used exclusively for non-potable services as well as for other specified products. All plumbing fittings and fixtures must meet the NSF/ANSI Standard 61, Annex G.

More information on identifying lead free certification marks is at:

- [EPA How to Identify Lead-Free Certification Marks for Drinking Water System and Plumbing Materials \(http://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100GRDZ.txt\)](http://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100GRDZ.txt)

MDH Guidance

In 1989, MDH developed its first guidance document addressing lead in school drinking water based on the information in the 1988 EPA Lead Contamination Control Act. The latest revision in 2014 was based on new information in the 2014 EPA Reduction of Lead in Drinking Water Act. The 2014 version is superseded by this 2018 guidance.

3Ts (Training, Testing and Telling)

In 1994 the EPA developed the Lead in Drinking Water in Schools and Nonresidential Buildings guidance to assist schools in reducing the lead concentrations in their drinking water. In 2005, it was updated to become technical guidance titled “3Ts for Reducing Lead in Drinking Water in Schools and Child Care Facilities.” The 3Ts were designed to aid schools with the following:

- Establishing partnerships;
- Determining current water quality;
- Identifying potential problem areas;
- Developing a monitoring plan;
- Collecting and submitting water samples;
- Implementing corrective actions if lead is detected in any sample result; and
- Communicating and conducting public outreach.

The 3Ts guidance may be found at:

- [3Ts for Reducing Lead in Drinking Water in Schools and Child Care Facilities \(https://www.epa.gov/dwreginfo/3ts-reducing-lead-drinking-water-schools-and-child-care-facilities\)](https://www.epa.gov/dwreginfo/3ts-reducing-lead-drinking-water-schools-and-child-care-facilities)

Guidance Values of Lead

Lead is still present in many areas of our environment, including materials that were commonly used in plumbing systems. To help in understanding the risks posed by environmental lead, a variety of guidance values have been developed at different times by different organizations. Some of the values are relatively recent, others much older; some are health based, while

others are for statistical assessment of a water system. Table 2 summarizes guidance values frequently identified with public health protection.

Table 2: Lead in Drinking Water: by the Numbers

Guidance Value: ppb (parts per billion)	Description
0 ppb	<p>EPA has set a maximum contaminate level goal (MCLG) of zero for lead in water. <i>Note: analytical tests can only measure down to their detection limits; it is not possible to actually measure down to 0 ppb.</i></p>
1 ppb	<p>The American Academy of Pediatrics recommends this level be used as a standard for school drinking water taps. <i>Note: The minimum repeatable detection limits achieved by laboratories today are typically between 0.5 and 2.0 ppb.</i></p>
5 ppb	<p>Illinois, Michigan and Washington DC use this value as a trigger for schools to implement lead hazard reduction or provide notification.</p> <p>Health Canada has proposed this value as their new Maximum Allowable Concentration. See Health Canada (https://www.canada.ca/en/health-canada/programs/consultation-lead-drinking-water/document.html#a1)</p> <p>Is the International Bottled Water Association (IBWA) Bottled Water Code of Practice finished water quality product standard.</p>
15 ppb	<p>Public water systems sample for lead following the EPA Lead and Copper Rule. No more than 10 percent of a water system’s samples are allowed to be above this level. However, this is not a health-based value. It is applied as a statistical calculation to determine when a public water system must explore corrosion control treatment options to reduce lead in the water based on the laboratory detection limit available at the time of the rule making. This action level has not been updated since 1991.</p> <p>Several states have adopted this value in their school guidance in order to match the Lead and Copper Rule value.</p>
20 ppb	<p>This is the trigger value used in EPA’s Lead in Drinking Water in Schools and Nonresidential Buildings (1994), now the 3Ts (2005). This value has not been updated since the publication of these documents and is not a health-based value.</p>

Model Plan for Lead Testing

This section presents the model plan as required by Minnesota Statute 121A.335. If schools adopt the model plan, all steps should be implemented. If there are questions regarding the model plan, contact MDE at 651-582-8779 or MDH at 651-201-4700 for further information.

Required Components of a Model Plan

The model plan includes three required steps:

- Step 1. Sampling Program Development
- Step 2. Conduct First Draw Tap Monitoring
- Step 3. Communicate Results

All schools must complete these steps or formulate a plan that addresses the core concepts of a sampling plan, testing, and communicating results. An alternative plan must accurately and efficiently test for the presence of lead in water in school buildings serving pre-kindergarten students and students in kindergarten through grade 12.

Recommendations for interpreting results and possible hazard reduction steps, which must be tailored to meet specific local needs and conditions, are presented later in this document. The recommendations are presented as guidance and are not a required part of Minnesota Statute 121A.335

MDE Support for Lead Reduction Activities

MDE administers the Long-Term Facilities Maintenance Revenue program under Minnesota Statutes, section 123B.595. This program may be utilized to reimburse costs associated with lead testing and remediation. Funding does not cover staff time used to perform daily flushing or water use utility cost associated with flushing procedures. Memorandums from MDE, program guidance documents, spreadsheets and forms used to obtain approval to receive revenue are available at this link:

- [Long-Term Facilities Maintenance \(http://education.state.mn.us/MDE/dse/schfin/fac/ltfm/\)](http://education.state.mn.us/MDE/dse/schfin/fac/ltfm/)

Step 1- Sampling Program Development:

A program to assess and sample for lead in drinking water must incorporate, at a minimum, the following actions:

- **Inventory drinking water taps used for consumption (i.e., drinking water and food preparation):**
 - A drinking water faucet or tap is the point of access for people to obtain water for drinking or food preparation. A faucet/tap can be a fixture, faucet, drinking fountain or water cooler. Drinking water taps typically do not include bathroom taps, hose bibbs, laboratory faucets/sinks or custodial closet sinks; these should be clearly marked not for drinking.

- Taps used for human consumption should only be cold water taps.
- Hot water taps should never be used to obtain water for drinking water or food preparation.
- **Check all drinking fountains to ensure EPA has not identified them as having a lead lined tank under the LCCA.** This list can be found at: [Lead in Drinking Water Coolers \(http://tinyurl.com/kr8kppf\)](http://tinyurl.com/kr8kppf) ;
 - If a drinking fountain within the school is found on this list, it should be removed from use immediately.
- **Determine a schedule for sampling:**
 - All taps used for drinking water or food preparation must be tested at a minimum of once every five years.
 - If budget or resources do not allow all taps to be tested in the first year, it is suggested that taps be prioritized, with all high priority taps tested the first year, medium priority the second, and low priority the third. The fourth year should be used as a “make up” year, if needed.
 - Recommended priority levels are:
 - High priority: taps used by children under the age of six years of age or pregnant women (e.g., drinking fountains, nurse’s office sinks, classrooms used for early childhood education and kitchen sinks);
 - Medium priority: other taps regularly used to obtain water for drinking or cooking (e.g., Family and Consumer Science sinks, classroom sinks, and teacher’s lounges); and
 - Low priority: other taps that could reasonably be used to obtain water for drinking but are not typically used for that purpose
- **Determine logistics for sampling:**
 - Water testing should be done consistent with the established schedule. Prior to testing it must be determined if school staff or a contractor will conduct the testing.
 - If the school will be doing the testing itself, it will need to contact a laboratory or purchase field testing equipment.
 - Schools will also need to decide if they will use field analyzers or laboratories to analyze results. Either method is acceptable with appropriate quality control and experience.
- **Analysis by an Accredited Laboratory:**
 - Laboratory analysis typically involves a school district or consultant contracting with an accredited lab to obtain sample bottles. The laboratory will send instructions for sampling, sample bottles, and a chain-of-custody form to document time and date collected, collector name, and sample location.
 - Limitations:
 - Analytical costs. These vary from lab to lab. Currently, typical per sample costs for lead and copper analysis may range from \$20 - \$50, depending on a variety of factors;
 - May take longer to get results than using a field analyzer; and
 - Typically requires shipping.

- Benefits
 - District and/or consultant will not need to maintain instrument calibration records;
 - Uses a Chain-of-Custody to ensure integrity of sample analysis process;
 - Analysis done by third-party may provide more independent review/transparency;
 - Accredited labs use EPA approved methods and have met industry standards for analysis; and
 - Analysts are certified and trained.

A listing of accredited laboratories may be found at:

- [Accredited Laboratories \(http://www.health.state.mn.us/labsearch\)](http://www.health.state.mn.us/labsearch)

Figure 1 presents a screen shot from the MDH website on search terms for finding an accredited lab using a customized search.

Program = Safe Drinking Water Program

Analyte = Lead

Matrix = Drinking Water

Figure 1: Screenshot of Customized Searches from MDH website

Environmental Laboratory Accreditation Program - Search for Accredited Laboratories

Common Searches Customized Searches

Identification:

Laboratory Name: Laboratory Number:

Location:

State/Province: -- All -- County: City:

All Other Programs and Test Parameters:

Program: Safe Drinking Water Program

Analyte: Lead

Matrix: Drinking Water

Method: -- All --

Category: -- All --

Technology: -- All --

Accepts samples from private home owners:

- **Analysis Using Field Analyzers:**

A Field Analyzer can be a great tool for quickly and efficiently testing for lead in drinking water. If you or your consultant uses a field analyzer, it is important that you understand its limitations and proper use.

 - Limitations:
 - Some analyzers may not measure all forms of lead in drinking water. It is important that the instrument you use measures *total* lead (particulate and dissolved). If the instrument does not measure all types of lead in drinking water, your result could be biased low;

- Staff using an instrument need to ensure that the instrument is properly calibrated and maintained according to manufacturer’s specifications, and that records of calibration and maintenance are kept;
 - Instruments may require chemicals which will need to be stored and that can expire;
 - Field instruments may not have limits of detection that are as low as an accredited laboratory. Be sure that the method you use can identify concentrations as low as 1 ppb; and
 - Some instruments may have interferences with other contaminants and, therefore, under or overestimate the lead level. This may require that additional tests for iron, manganese, hardness, alkalinity or other contaminants be done prior to use to ensure that the instrument will be operated as designed.
- Benefits:
 - Get results faster;
 - Useful when doing large numbers of samples or investigative sampling where many samples might be taken from one tap;
 - Can be done on-site (no shipping needed); and
 - Can be more cost efficient depending on frequency of use.

Step 2- Conduct First Draw Tap Monitoring:

Once the plan from Step 1 is set, water sampling must be conducted according to the established schedule and priority. Water from taps used for drinking or food preparation must be tested for lead using “first draw” samples. First draw means that the samples are collected before the fixture is used or flushed during the day. Use only cold water for collecting lead samples. It is necessary to consider the order in which tap samples are collected to avoid the potential of accidentally flushing a tap. Always start at taps closest to where the water enters the building.

Sample site preparation and sample collection must be performed consistent with the following conditions:

- Note that it may be necessary to collect samples over a number of days to ensure only first draw samples were collected;
- The day before sampling - normal usage of the sampling tap should occur;
- The night before sampling - secure the fixture from being used (e.g., hang a “Do Not Use” sign);
- Do not use sampling taps for a minimum of six hours. MDH recommends not exceeding 18 hours;
- Do not remove aerators or attachments;
- Collect the first draw sample using a 250 mL bottle. Be sure to start sampling at taps closest to where the water enters the building so that no accidental flushing occurs;
- Complete all scheduled sampling for that sampling period; and
- Have samples analyzed by sending to a laboratory or conduct analysis using field analyzers. Be sure to follow all instructions from the lab or field analyzer manufacturer.

Schools with active flushing programs or considering a flushing program may also want to collect a flushed sample in order to verify flushing effectiveness.

Step 3- Communicate Results:

Minnesota Statutes section 121A.335, subdivision 5 creates a reporting requirement for schools as follows - "A school district that has tested its buildings for the presence of lead shall make the results of the testing available to the public for review and must notify parents of the availability of the information."

In addition to testing for lead and meeting the reporting requirements, a lead hazard reduction program should include a comprehensive communication plan. The purpose of a communication plan is to provide a process for school employees, students and parents to address questions, report results and provide ongoing, up-to-date information regarding sampling efforts.

School management should:

- Assign a designated person to be the contact;
- Notify affected individuals about the availability of the testing and results within a reasonable time. School employees, students, and parents should be informed and involved in the communication process. Results of initial and any follow-up testing should be easily accessible along with documentation of lead hazard reduction options. Posting the information on a website is preferred, but the information should also be available to those without easily accessible internet access. Examples of other information venues are: meetings, open houses, and public notices; and
- Identify and share specific activities pursued to correct any lead problems. Local health officials can assist in understanding potential health risks, technical assistance and communication strategies.

MDE and MDH have developed an Education and Communication Toolkit to aid schools in implementing this Model Plan.

The three steps presented above constitute the required portions of the Model Plan. Guidance provided in the remaining sections of this manual, which are highly recommended but not statutorily required, can be used by schools to help ensure that results from required sampling are appropriately reviewed, interpreted, and communicated. Information is also presented to help school districts assess and implement effective and reasonable lead hazard control measures.

Lead Hazard Reduction Options

Information gathered as part of the required three steps of the model plan can be used to formulate actions to address and mitigate lead exposure. The options presented here are not a required part of Minnesota Statutes, section 121A.335. Recommended lead hazard reduction options include:

- Step 4. Interpret Sample Results
- Step 5. Take Corrective Actions
- Step 6. Reassess

Because individual school buildings vary tremendously across the state, it is imperative that final decisions on hazard reduction options are driven by local conditions and considerations. Actions that may be ideal in one district may not be appropriate for another district.

The recommendations in this section were compiled by MDE and MDH to assist school districts in choosing the best lead hazard reduction option to reduce exposure to lead in their schools. They should not be taken to be requirements, but may be implemented individually, in combination, or not at all, depending on the specific situation at an individual school. Because no two districts or buildings are exactly alike, best management practices will likely vary across the state.

Guidance on Interpreting Results and Recommended Lead Hazard Reduction Options

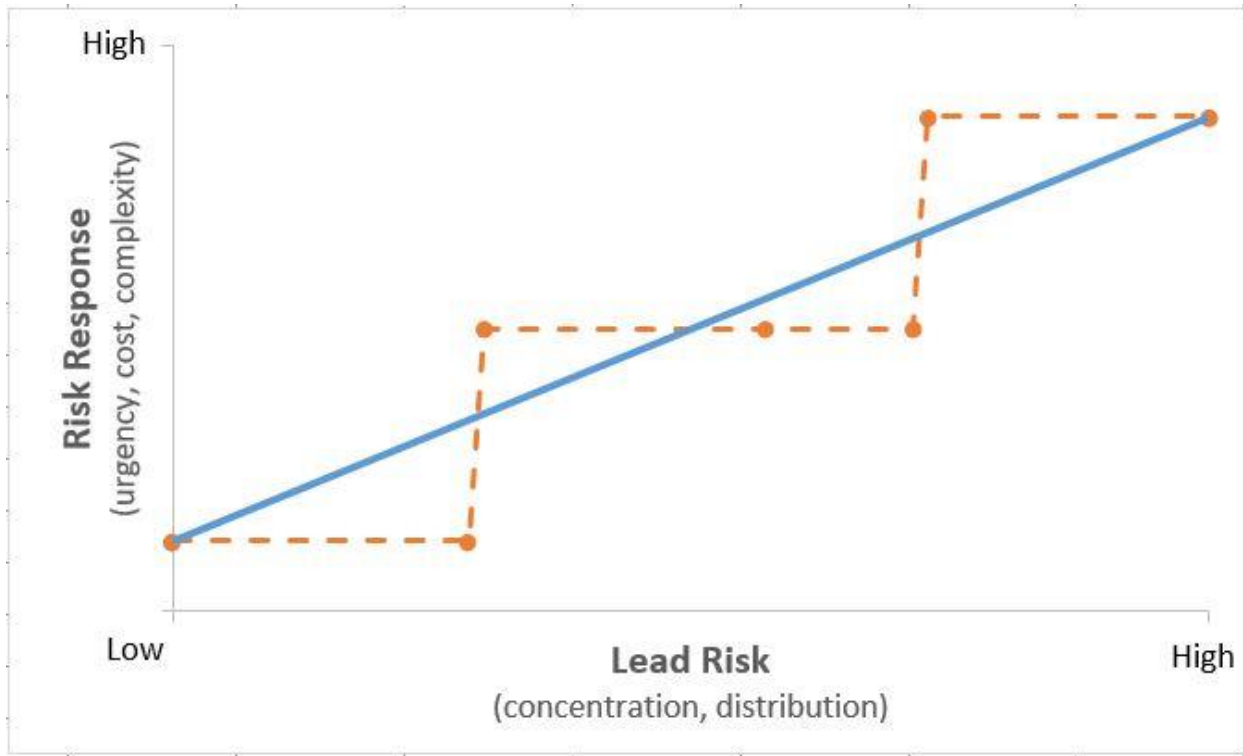
It is widely understood that there is no safe level of lead exposure from any environmental hazard, including water. When confirmed evidence of a lead hazard is identified, some response to manage the exposure (risk or harm) is necessary and appropriate. MDH encourages some level of response be taken for any plumbing fixtures identified as producing a detectable level of lead.

Districts should be prepared to communicate with parents about decisions made to address lead hazards. In their communication plan, schools should be prepared to speak to taking some action at every level. However, given that lead is still found in many environments and products, it is also important to recognize that attaining zero exposure to lead may not be reasonable, or even possible, under some circumstances.

In addition, it is critical to understand that health risks from lead do not abruptly change at varying concentration of lead. As lead concentrations, the duration of exposure, or the number of taps impacted (i.e., distribution) steadily increases, the risks posed to students steadily increase. Response options should consider vulnerability of those exposed, concentration of lead, duration of exposures, and current practices to reduce lead, among other things. The most accurate relationship between lead risk and appropriate responses follow a smooth path (i.e., solid line) as concentration increases (Figure 2). Therefore, a result of 19 ppb is not appreciably safer than a result of 21 ppb. The dashed line represents a standards-based approach (e.g. responses are similar up to a threshold, and then abruptly change). Both the risk

present and response options needed for lead exposure should be evaluated as a continuum and not be driven by specific numbers.

Figure 2: Relationship between Lead Risk and Risk Response



Mitigation strategies used will depend on the site-specific conditions of the school building such as building age, plumbing materials, water use pattern, incoming water quality, and population served. It may take a combination of options and multiple steps over a period of time to manage/remove lead in drinking water. Analytical results can be highly variable and a clear pattern should be identified before implementing any strategy. Schools may consider prioritizing strategies to prevent exposures to students and staff most at risk. The following discussion provides the most common hazard reduction options, but is not intended to be all-inclusive. EPA’s 3Ts guidance document is also an excellent resource for strategies on finding lead sources and implementing mitigation.


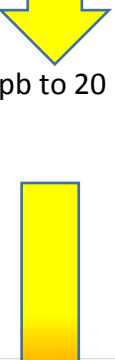

Step 4- Interpret Sample Results:

Once a school receives its sample results, it should verify that all results are expressed in parts per billion (ppb). For water samples, this will sometimes be stated as micrograms per liter (µg/L), which is equivalent to ppb.

Table 3 presents possible lead hazard reduction options for various lead levels. The intention of presenting the information is to provide perspective on possible actions in response to increasing lead concentrations in water. The concentration ranges represent increasing levels of lead and should not be used as strict thresholds. More comprehensive actions may be necessary to address health threats from higher concentrations. As there is no safe level of

lead, it is important to incorporate lead hazard reduction options and communicate at all levels of lead in order to raise awareness and reduce exposure.

Table 3: Recommended Lead Hazard Reduction Options

Lead Level At The Tap	Lead Hazard Reduction Options
<p>< 2 ppb or Non-Detected</p> 	<ul style="list-style-type: none"> • Lead was not detected. Tap may be used as normal; • Record result and test again in 5 years; and • Make all test results and lead education materials accessible to the community, such as on a website, or annual report, and available upon request.
<p>2 ppb to 20 ppb*</p> 	<p>The tap may be used for cooking and drinking water while steps are taken to reduce overall exposure. A higher number of taps with elevated results increases the urgency to implement hazard reduction.</p> <p>Options include:</p> <ul style="list-style-type: none"> • Retest the sample tap and attempt to more accurately determine the source of the lead; consider monitoring tap more frequently until the source of lead is found and removed; • Consider the feasibility of flushing or other steps to minimize lead exposure, including limiting softened water supplies to hot water taps only, taking into account other actions that the school may already have in place; • Make all test results and lead education materials accessible to the community, such as on a website, or annual report, and available upon request.
<p>> 20 ppb*</p> 	<p>Action should be taken to reduce exposure. The specific action(s) taken will be dependent on individual school conditions.</p> <p>Options include:</p> <ul style="list-style-type: none"> • Remove tap from service until problem is demonstrably corrected by replacement, a flushing program, filtration, or treatment; • Do <i>not</i> use tap for cooking or drinking water; • Retest the tap and attempt to determine the source of the lead; If the tap is not replaced, consider monitoring tap more frequently, such as annually, until the source of lead is found and removed; • Implement a flushing protocol or other lead hazard reduction option; sampling should be use to evaluate effectiveness; • Make all test results and lead education materials accessible to the community, such as on a website, or annual report, and available upon request; and • Provide targeted communication and education to individuals, parents, and staff members that routinely use that tap.

* established by EPA 3Ts guidance; if EPA amends, Table 3 will be adjusted to be consistent with new value

Step 5- Lead Hazard Reduction Options:

In addition to possible lead hazard reduction options outlined in Table 3, the options further described here are in priority order of long-term effectiveness in reducing lead hazards. Some lead hazard reduction option needs to be implemented when lead is detected.

If the school receives its water from a Community Public Water Supply (such as a municipal water supply) the school is encouraged to work with them to assess the source contribution of lead coming into the school and if the school has a lead service line. For schools on their own well, the only way to characterize lead contribution from the water source is to do a test of water coming into the building.

Option 1. Removal of Lead Sources

Engineering plans and specifications for the plumbing system are useful for identifying sources of lead and helpful in determining if sources of lead can be removed from service or replaced with lead free fixtures. Options for eliminating lead sources include:

- Remove tap/fixture from service. If the tap is seldom used, it may be disconnected or removed from the water supply line, but first verify the tap is not required for local building code compliance;
- Replace with lead free fixture/plumbing component in accordance with Reduction of Lead in Drinking Water Act;
 - If the existing tap is suspected to be the source of contamination, replace with a lead free tap;
 - Replace other sources of lead, including lead pipe, lead solder joints, and brass plumbing components with lead free materials; and
 - To minimize the introduction of lead into drinking water systems, go to EPA's website to identify lead free certification marks for drinking water systems and plumbing materials.
 - [Lead Free Certification Marks](http://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100GRDZ.txt)
(<http://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100GRDZ.txt>)

Option 2. Implement a Flushing Program

Flushing the drinking water taps (letting the water run for a set amount of time on a regular basis) can effectively reduce lead concentrations in drinking water. A flushing program works to reduce lead concentrations by clearing the taps of water that has been in contact with plumbing components that may contain lead. While flushing can work to reduce lead, it requires staff time, diligence, and commitment to ensure effectiveness. Essential to any flushing program is monitoring after flushing to verify effectiveness.

There are two primary types of flushing programs: Individual Tap Flushing and Main Pipe Flushing.

Individual Tap Flushing Program

- May be implemented if lead concentrations are found to be high at certain taps;
- Flush individual taps that have been tested and found to have high lead levels. This procedure is to be followed each day the school is in session;
- During periods of normal use:

- Run each tap for 2 to 3 minutes in the morning before children arrive
- Run each tap midday for two to three minutes if the tap has been unused and stagnant for the morning period
- Periodic testing may be done prior to and after the midday flushing to ensure the lead concentrations have remained low throughout the morning hours. If they have not, the flushing time should be increased or another option should be implemented;
- After weekends or breaks, run each tap for ten to fifteen minutes before children return to school then return to normal use; and
- Frequency and duration of flushing should be reasonably documented.

Main Pipe Flushing Program

- May be implemented if lead concentrations are found to be high throughout the entire school or confined to a certain area of the school. This procedure is to be followed each day the school is in session;
- Begin by flushing the tap furthest away from the water source for at least ten minutes;
- Next flush the tap the second furthest away and continue in this manner until all taps have been flushed;
- Flushed samples should be periodically collected and analyzed for lead to confirm the effectiveness of flushing programs;
- It is recommended that midday samples and end of the day samples be taken periodically to ensure the lead concentrations have remained low throughout the day. If they have not, another option should be implemented; and
- Review the results upon receipt and continue to optimize the procedure to reduce lead.

More on Flushing

Flushing is a best management practice used to reduce lead levels by controlling the age of the water. It can be an interim or long-term option. This guidance presents flushing procedures that MDH has found effective in reducing the lead level in drinking water. Site-specific conditions will determine how long a tap needs to be flushed and the number of times a day a tap needs flushing. The key to using flushing as a best management practice is monitoring that demonstrates the lead level has been reduced.

Note that schools implementing a flush program may wish to identify non-consumptive uses for the flushed water (watering, cleaning, etc.) in order to make use of this resource.

Option 3. Treatment

Point-of-Use (POU) Treatment Device

A POU water treatment device may be installed at taps where lead has been detected. It is strongly encouraged that the POU device is approved to meet NSF Standard 53, NSF Standard 58, or an equivalent standard. It is to be installed, operated, and maintained in accordance with the manufacturer's recommendations. **POU treatment systems may be subject to Department of Labor and Industry (DLI) or local administrative authority plan review and approval prior to installation. Contact DLI at (651) 284-5063 for more information.**

Point of Entry (POE) Chemical Treatment

Adjusting the water chemistry may reduce the amount of lead absorbed by the water. This may be done by adding a chemical to the water as it enters the building. Typical methods of chemical treatment include addition of a phosphate-based or silica-based corrosion inhibitor or an adjustment to the water's pH or hardness. **All chemical treatment systems are subject to MDH plan review and approval prior to installation.** In addition, a school that installs POE corrosion control treatment becomes a public water system and is required to meet the regulatory requirements of the SDWA. As a public water system, the school would be responsible for meeting all of the water quality standards of the SDWA, be subject to inspection of the water distribution system, and be required to have a certified water operator.

Contact the Minnesota Department of Health Drinking Water Protection Program at 651-201-4700 to determine if additional requirements will apply to your school prior to installing treatment.

Step 6- Reassess:

All taps affected by a lead hazard reduction option should be retested to ensure the control options worked. A first draw sample is to be taken using the procedure outlined in Step 2.

Interpreting Post Control Option Results

- If the analysis does not detect lead, no further action is required, as long as the control option remains in place. The next sample should be collected within five years;
- If the analysis shows lead remains present, continue twice daily flushing. A midday sample, as specified in Step 5, should be collected to determine if flushing is effective. Alternatively, a new control option can be implemented followed by retesting as specified in Step 2.

MN Statute 121A.335 specifies that each building be tested at least once every five years. MDH and MDE recommend that schools repeat monitoring once every five years if results are below two ppb. If results show persistent elevated lead levels, testing should continue until the lead source is found and hazard reduction options implemented. The overall goal is to have MDH, MDE, school districts, parents, and students all work together to ensure that available resources are best targeted to minimize exposure to lead in drinking water.

Glossary of Terms and Abbreviations

Aerator - An aerator is found at the tip of the faucet. Aerators are screwed onto the faucet head, creating a non-splashing stream and delivering a mixture of water and air

Corrosion - A dissolving and wearing-away of metal caused by a chemical reaction between water and plumbing materials in contact with the water

Detection Level (DL) - The lowest concentration of lead that can be analyzed with a certainty of precision. Results below this level are often expressed as “non-detected,” “nd,” or “<DL.” For the purposes of this document, 2 ppb is the maximum detection level recommended for lead analysis

Detected: An amount of lead above the detection level. A concentration of lead analyzed with a certainty of precision to be at or above the detected level

Drinking Water Faucet/Tap - Point of access for people to obtain water for drinking or food preparation. A faucet/tap can be a fixture, faucet, drinking fountain or water cooler. Drinking water taps typically **do not** include bathroom taps, hose bibs, laboratory faucets/sinks or custodial closet sinks when clearly marked

Field Analyzer - Instrument suitable for water quality analysis in the field and will provide results without the use of a laboratory

First Draw Sample - The first water drawn from a faucet/tap after the water has sat undisturbed in the plumbing system for at least six hours

Fittings - Plumbing components used to join sections of pipe or to join pipe to fixtures

Fixture - Exchangeable device connected for the distribution and use of water in a building. Examples: fountain, sinks, shower, tub, toilet, hydrant

Flush(ing) - Running the water at a faucet/tap or combination of faucets/taps to clear standing water from the plumbing system

Flush Sample - A water sample that has been collected following the flushing of a drinking water tap

Flux - A substance applied during soldering to facilitate the flow of solder. Flux used prior to 1986 contains lead and can itself be a source of lead contamination in water

LCCA – Lead Contamination Control Act, July 1989

LCR – Lead and Copper Rule, June 1991

Lead Free - Weighted average of not more than 0.25% in wetted surface material for pipe, pipe and plumbing fittings and fixtures and 0.2% for solder and flux. More information is available from the EPA website at the following link:

- [Basic Information about Lead in Drinking Water \(https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water\)](https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water)

Limit of Detection (LOD) – The lowest quantity of a substance that can be distinguished from the absence of the substance due to the instrument’s analytical process. It is usually lower than the detection level

MDE – Minnesota Department of Education

MDH – Minnesota Department of Health

Model Plan - The plan developed by the commissioners of health and education to accurately and efficiently test for the presence of lead in drinking water in public school buildings, as required under Minnesota Statutes 121A.335

Non-Detect: A lead result below the limit of detection, often expressed as “non-detected,” “nd,” or “<DL.”

pH - A logarithmic measure of acidity and alkalinity between 0 (highly acidic) and 14 (highly basic); 7 is neutral

Parts per Billion (ppb) - A standard unit of measurement commonly used to describe the concentration of lead in drinking water. Also expressed as micrograms/liter ($\mu\text{g/L}$)

Point of Entry (POE) - A water treatment device installed to treat all water entering a single school, building, facility or home. Example: water softener

Point of Use (POU) - A water treatment device intended to treat water for direct consumption, typically at a single tap or a limited number of taps. Example: faucet mount cartridge filter

Primary Prevention - aims to prevent disease or injury before it ever occurs. It is done by preventing exposures to hazards that cause disease or injury, altering unhealthy or unsafe behaviors that can lead to disease or injury, and increasing resistance to disease or injury should exposure occur

Public Water System (PWS) - A system that has at least 15 service connections or regularly serves an average of 25 individuals daily at least 60 days out of the year

- **Community Public Water System (CPWS)** - A PWS which serves at least 15 service connections used by year round residents or regularly serves at least 25 year round residents. Examples: municipalities, manufactured mobile home parks

- **Nontransient Noncommunity (NTNC) Public Water System** - A PWS that is not a CPWS and that regularly serves at least 25 of the same persons over 6 months per year
 - Examples: schools, childcare centers, factories

Schools - Minnesota's public and charter schools serving students in pre-kindergarten through grade 12

SDWA – Federal Safe Drinking Water Act

Service Connection - The pipe that carries tap water from the public water main to a building

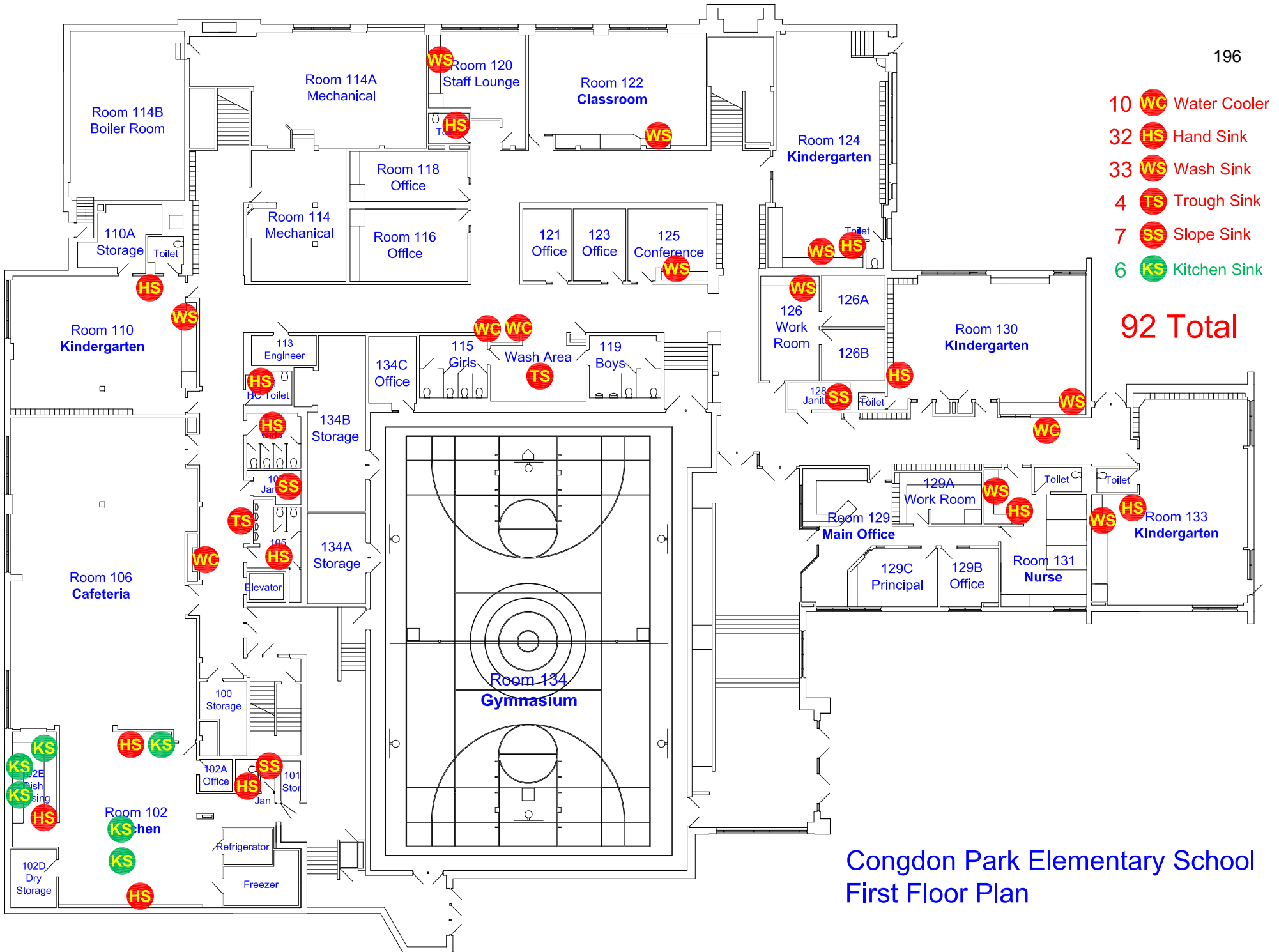
Solder - A metallic compound used to seal the joints between pipes. Until 1988, solder containing up to 50% lead was legally used in potable water plumbing. Lead free solders, which can contain up to 0.2% lead, often contain one or more of the following metals: antimony, tin, copper or silver

United States Environmental Protection Agency (EPA) - Federal agency with a mission to protect human health and the environment; oversees implementation of the SDWA

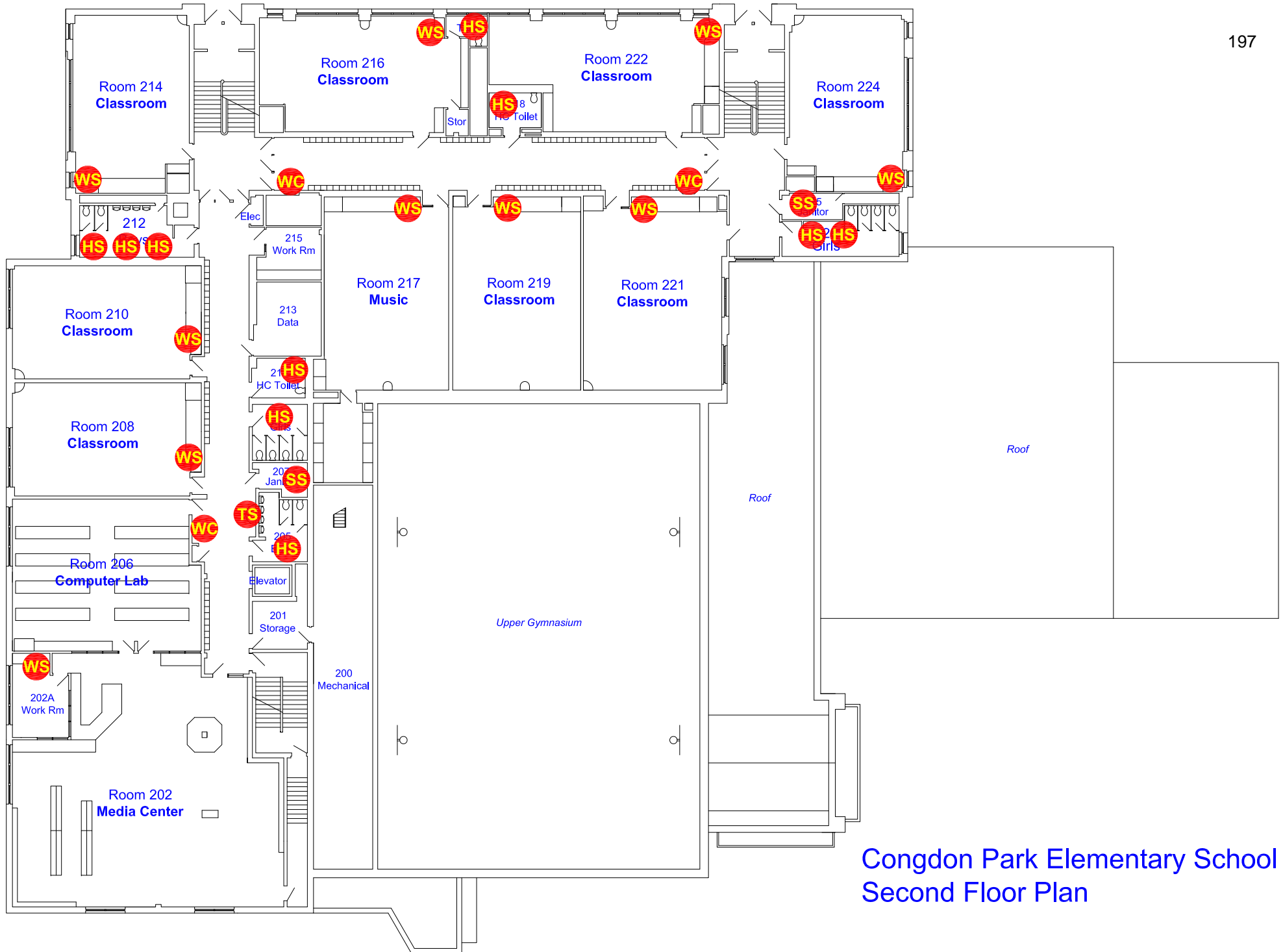
Faucets

1775

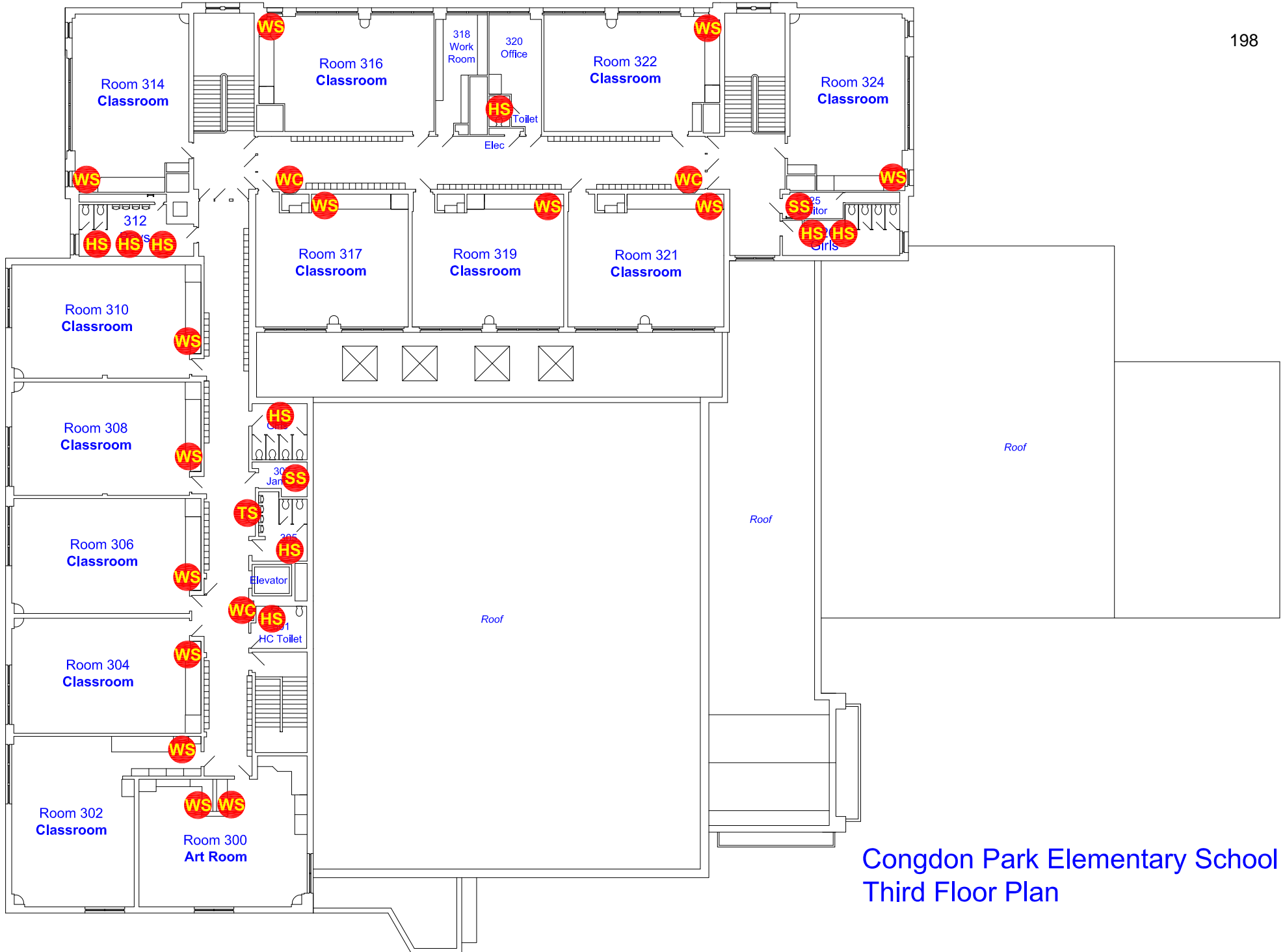
Building	Drinking Fountain	Water Cooler	Hand Sink	Wash Sink	Trough Sink	Slope Sink	Service Faucet	Lab Sink	Eye Wash	Kitchen Sink	TOTAL
Denfeld High School	0	25	80	53	1	16	1	52	8	12	248
East High School	0	10	40	40	12	8	2	75	11	21	219
Historic Old Central High School	6	2	38	23	1	0	0	8	0	6	84
Lincoln Park Middle School	0	11	36	40	7	4	1	63	10	9	181
Ordean East Middle School	2	13	56	40	0	10	0	44	10	4	179
Congdon Park Elementary School	0	10	32	33	4	7	0	0	0	6	92
Homecroft Elementary School	2	4	16	22	4	4	0	0	0	6	58
Lakewood Elementary School	4	0	16	21	4	2	0	0	0	3	50
Laura MacArthur Elementary School	35	11	19	42	9	8	0	0	1	6	131
Lester Park Elementary School	26	4	17	38	5	4	0	0	1	8	103
Lowell Elementary School	19	7	31	36	0	2	0	0	0	3	98
Myers-Wilkins Elementary School	37	12	17	46	12	8	0	0	0	8	140
Piedmont Elementary School	34	4	23	46	7	6	0	0	2	9	131
Stowe Elementary School	0	4	11	34	4	4	0	0	0	4	61
	165	117	432	514	70	83	4	242	43	105	



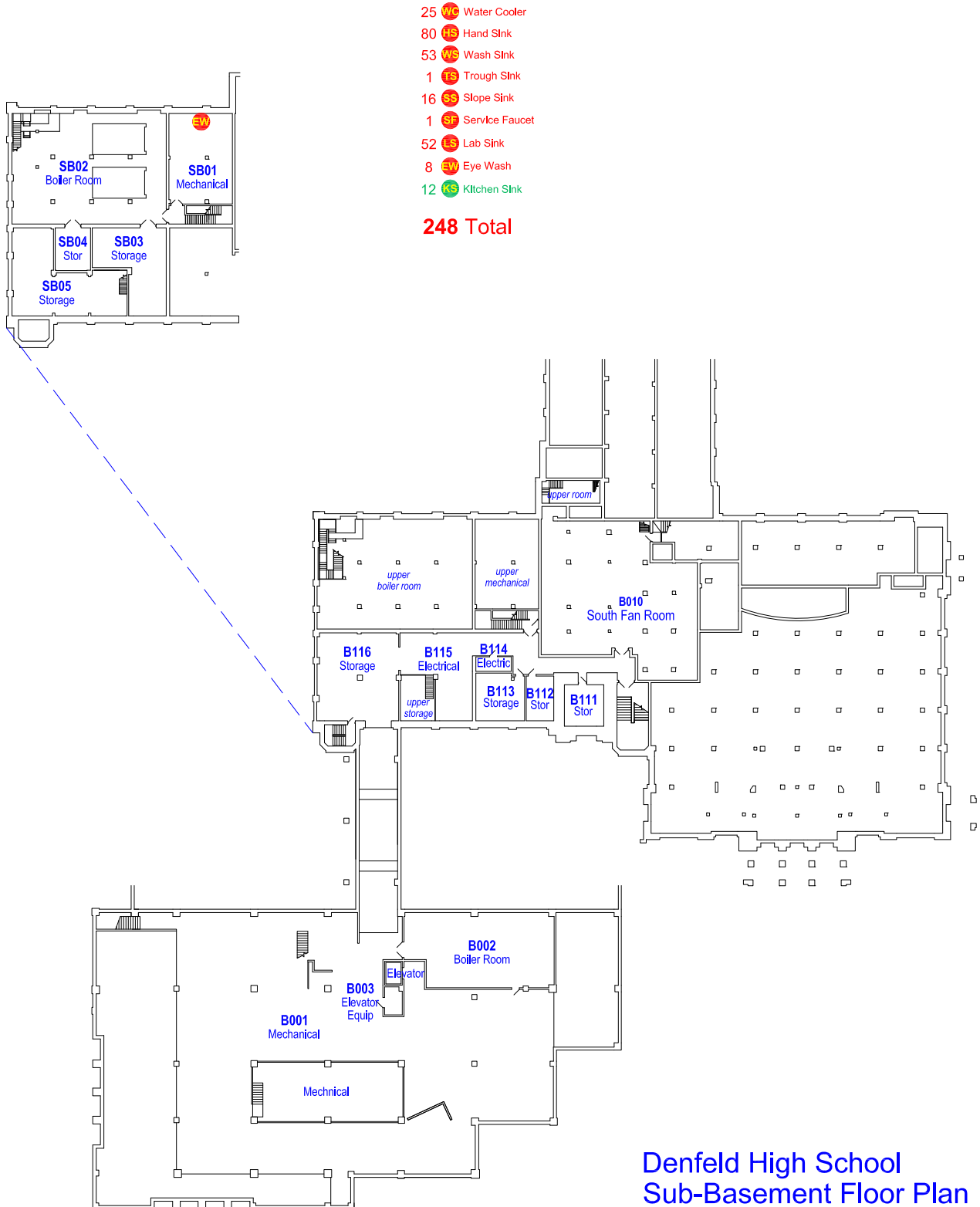
Congdon Park Elementary School
First Floor Plan

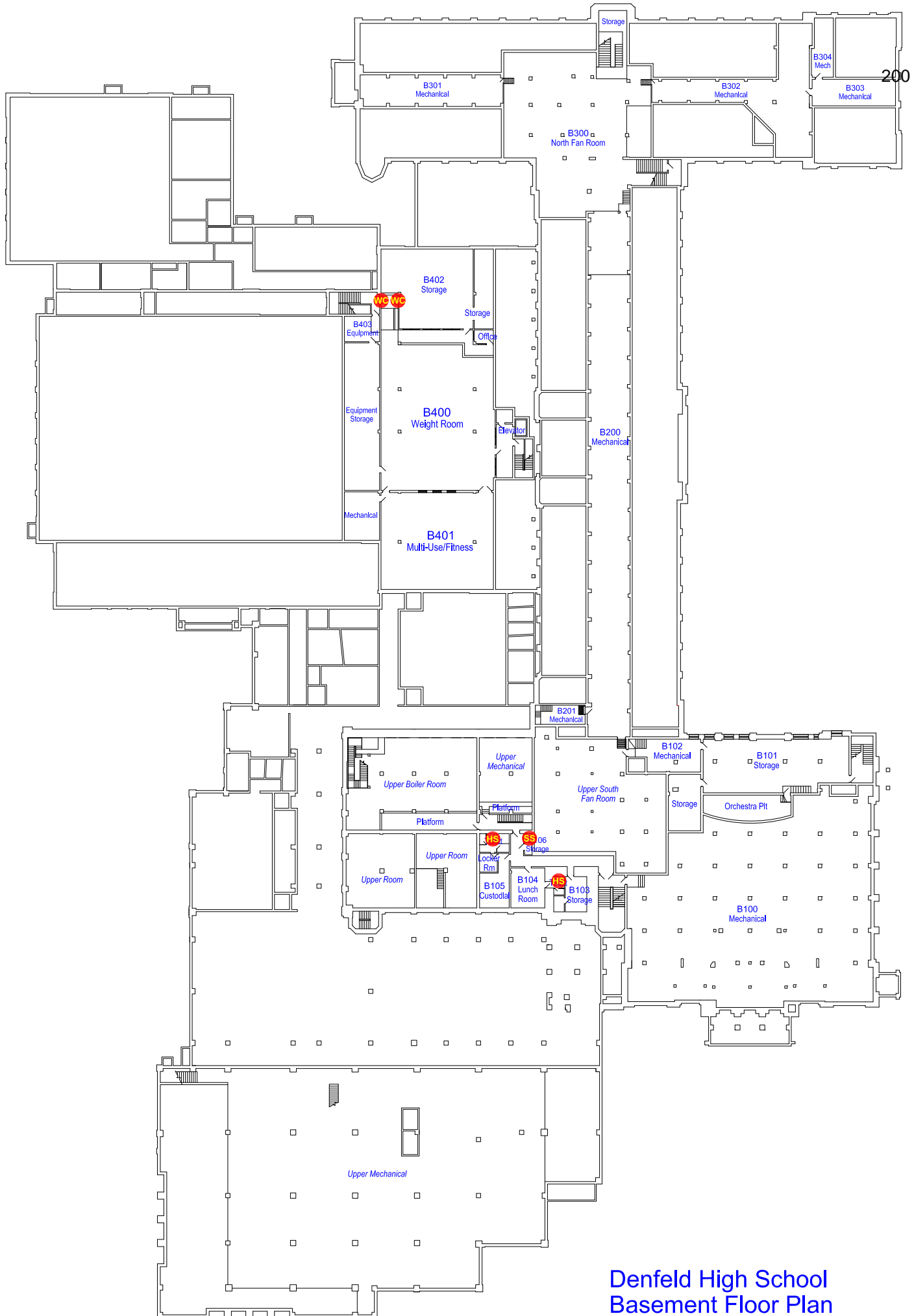


Congdon Park Elementary School
Second Floor Plan

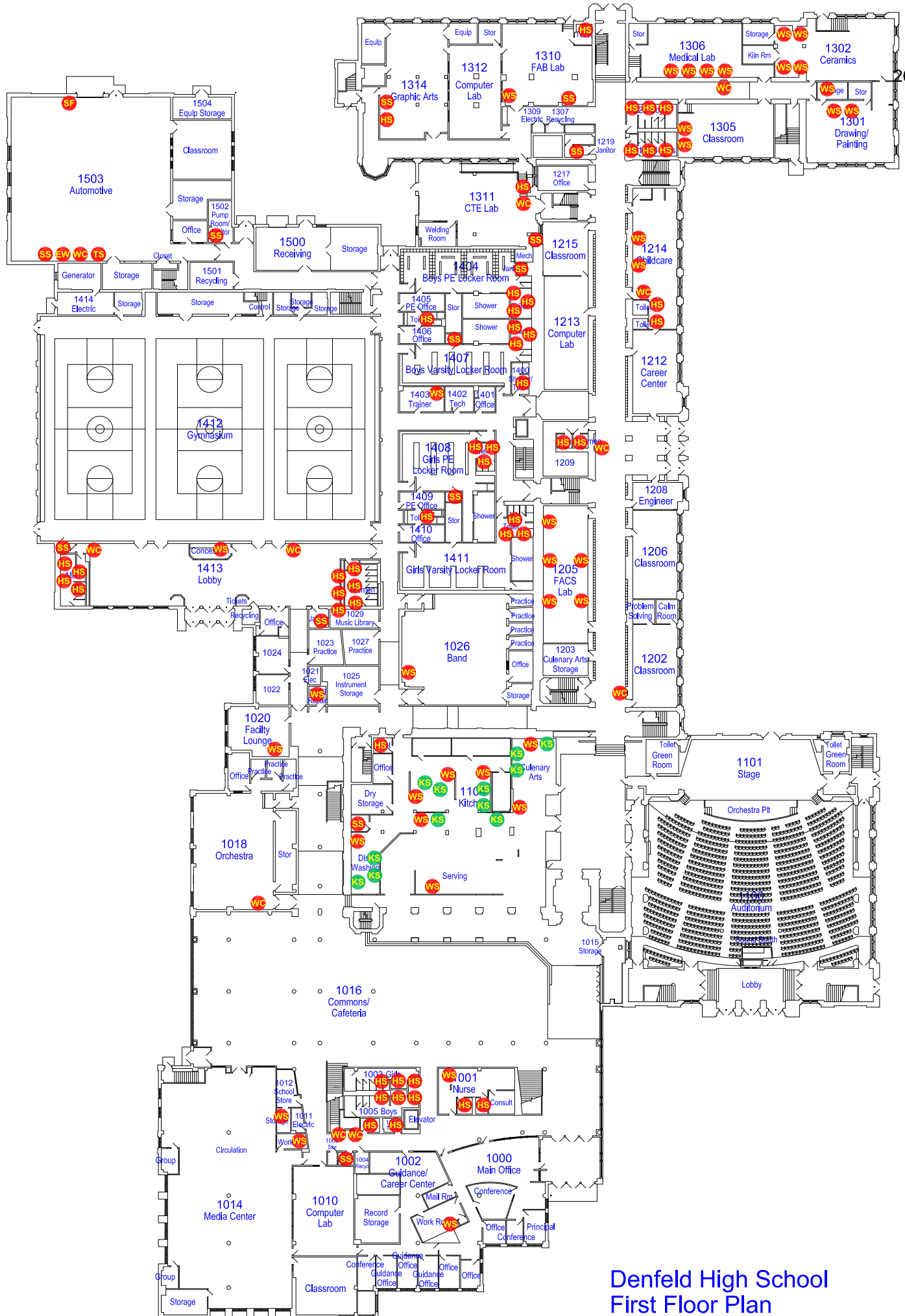


Congdon Park Elementary School
Third Floor Plan

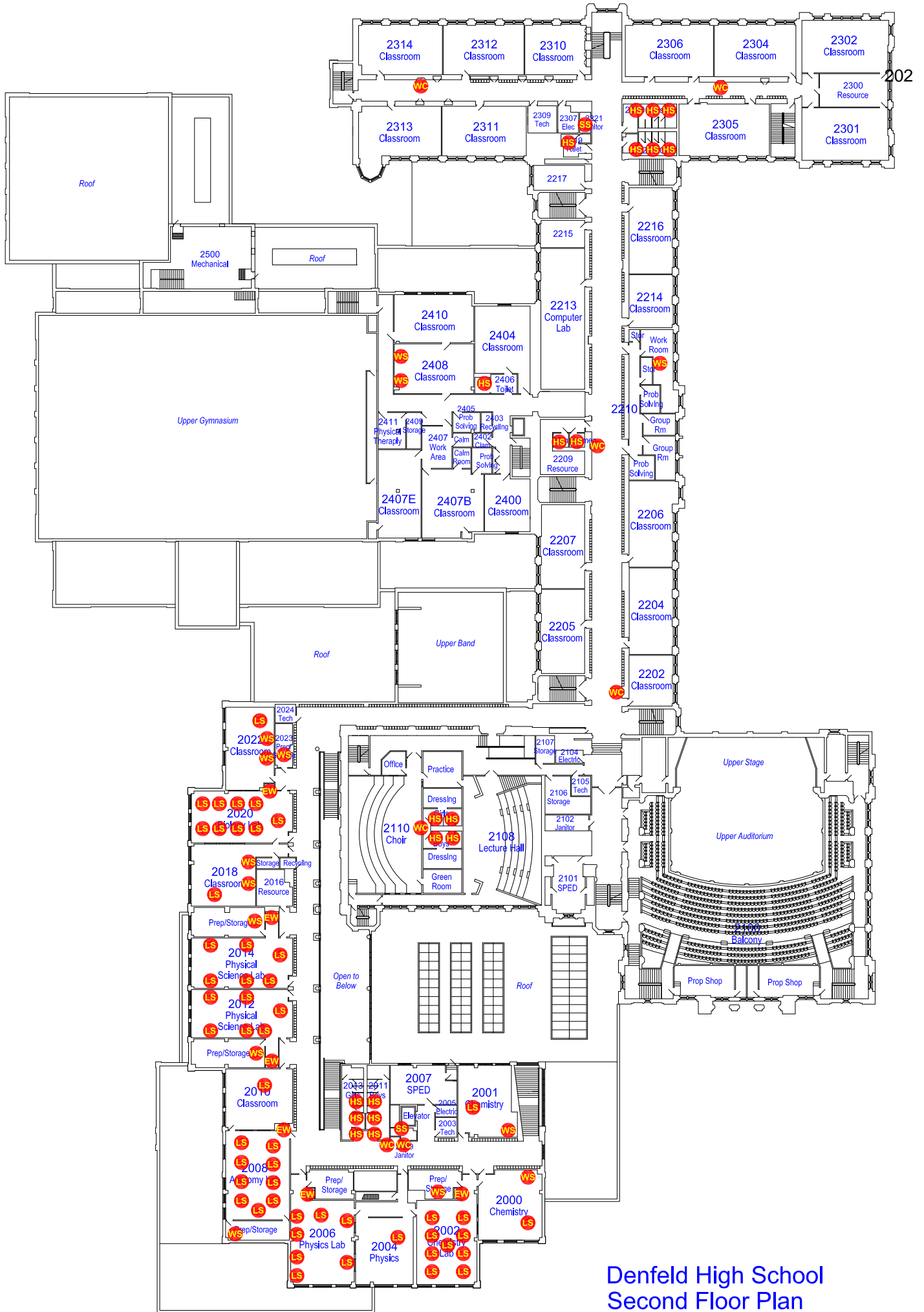




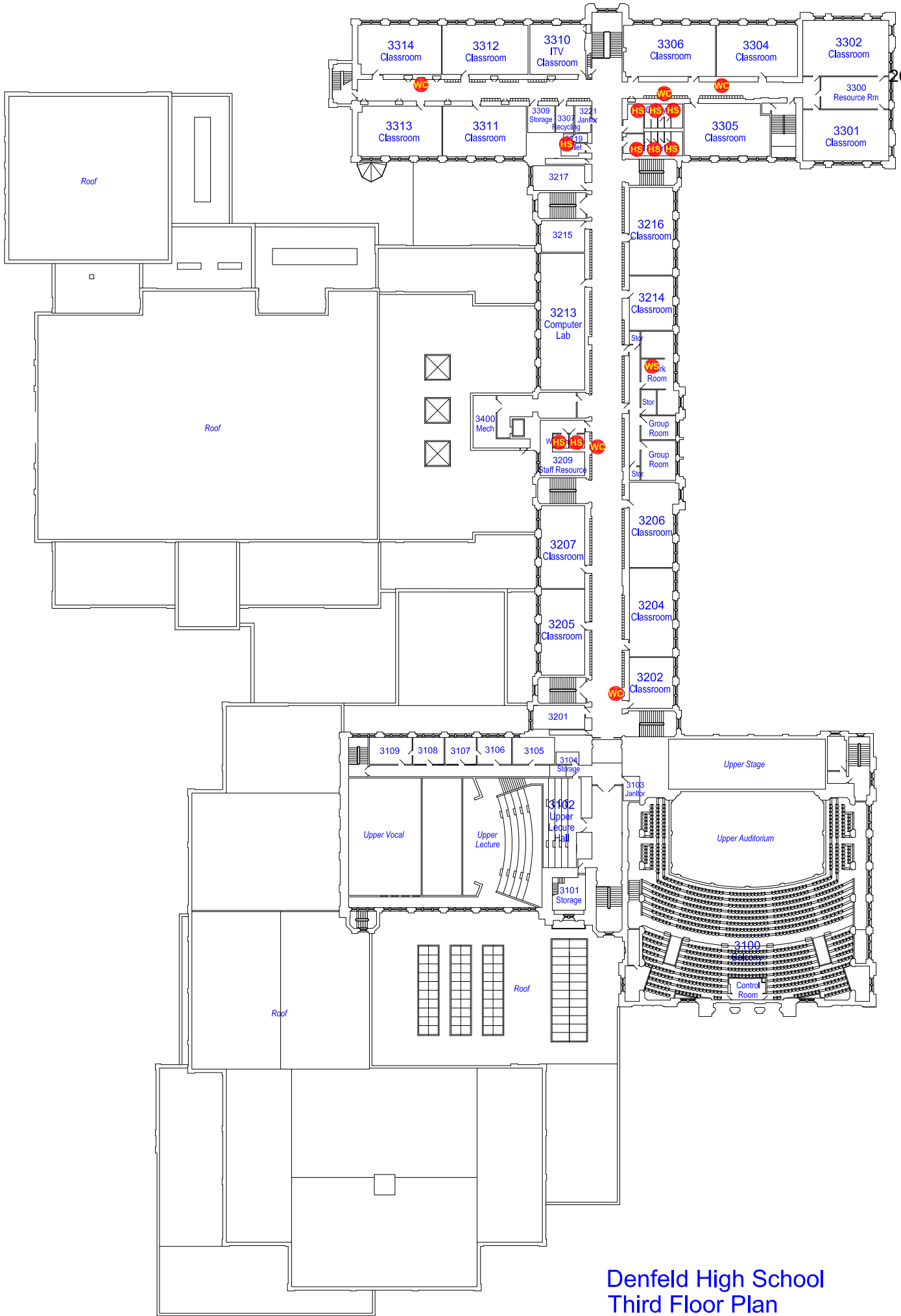
Denfeld High School
Basement Floor Plan



Denfeld High School First Floor Plan



Denfeld High School
Second Floor Plan



Denfeld High School
Third Floor Plan



- 10 WC Water Cooler
- 40 HS Hand Sink
- 40 WS Wash Sink
- 12 TS Trough Sink
- 8 SS Slope Sink
- 2 SF Service Faucet
- 75 LS Lab Sink
- 11 EW Eye Wash
- 21 KS Kitchen Sink

219 Total

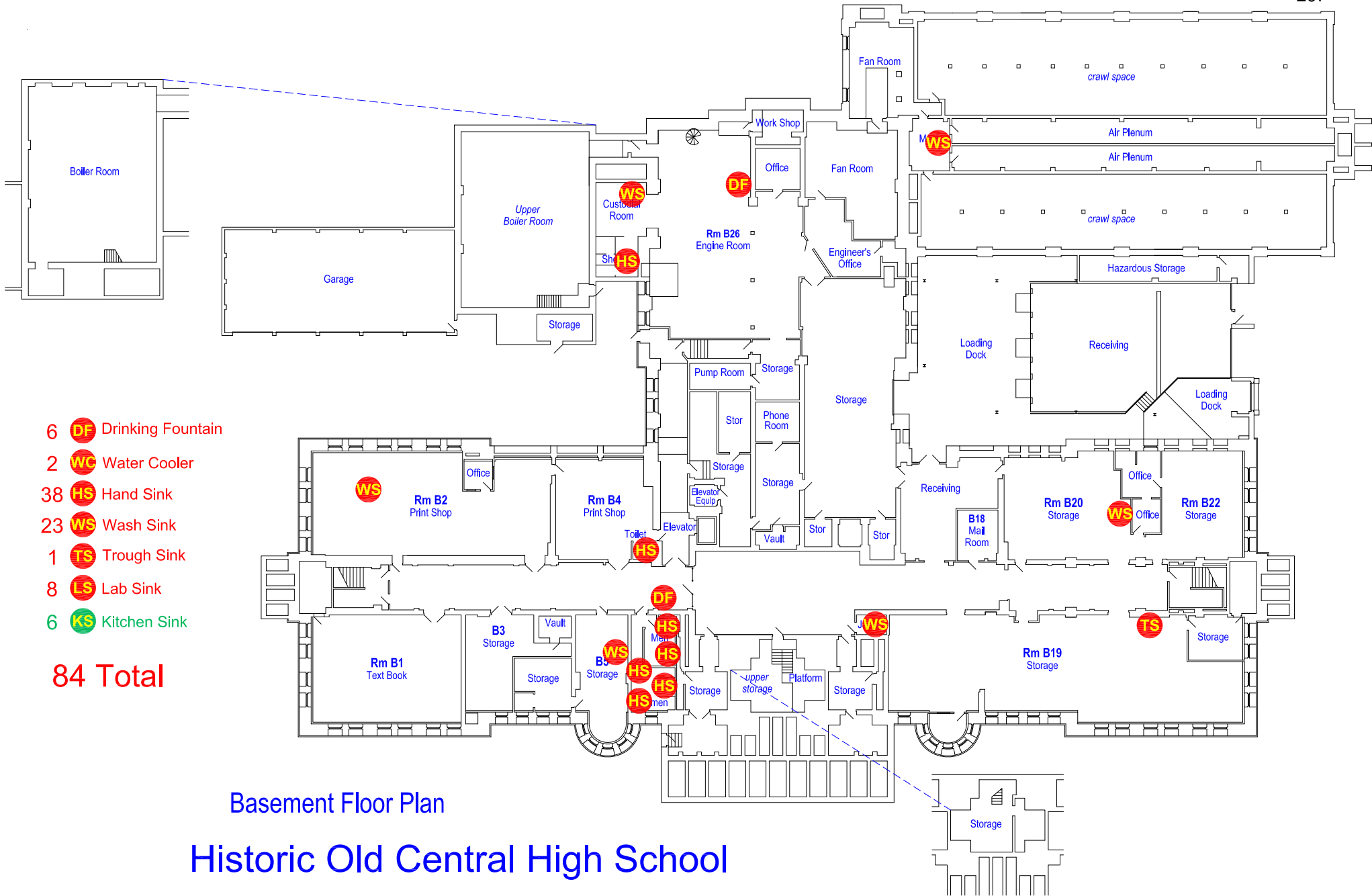
East High School - First Floor Plan



Second Floor Plan



Third Floor Plan



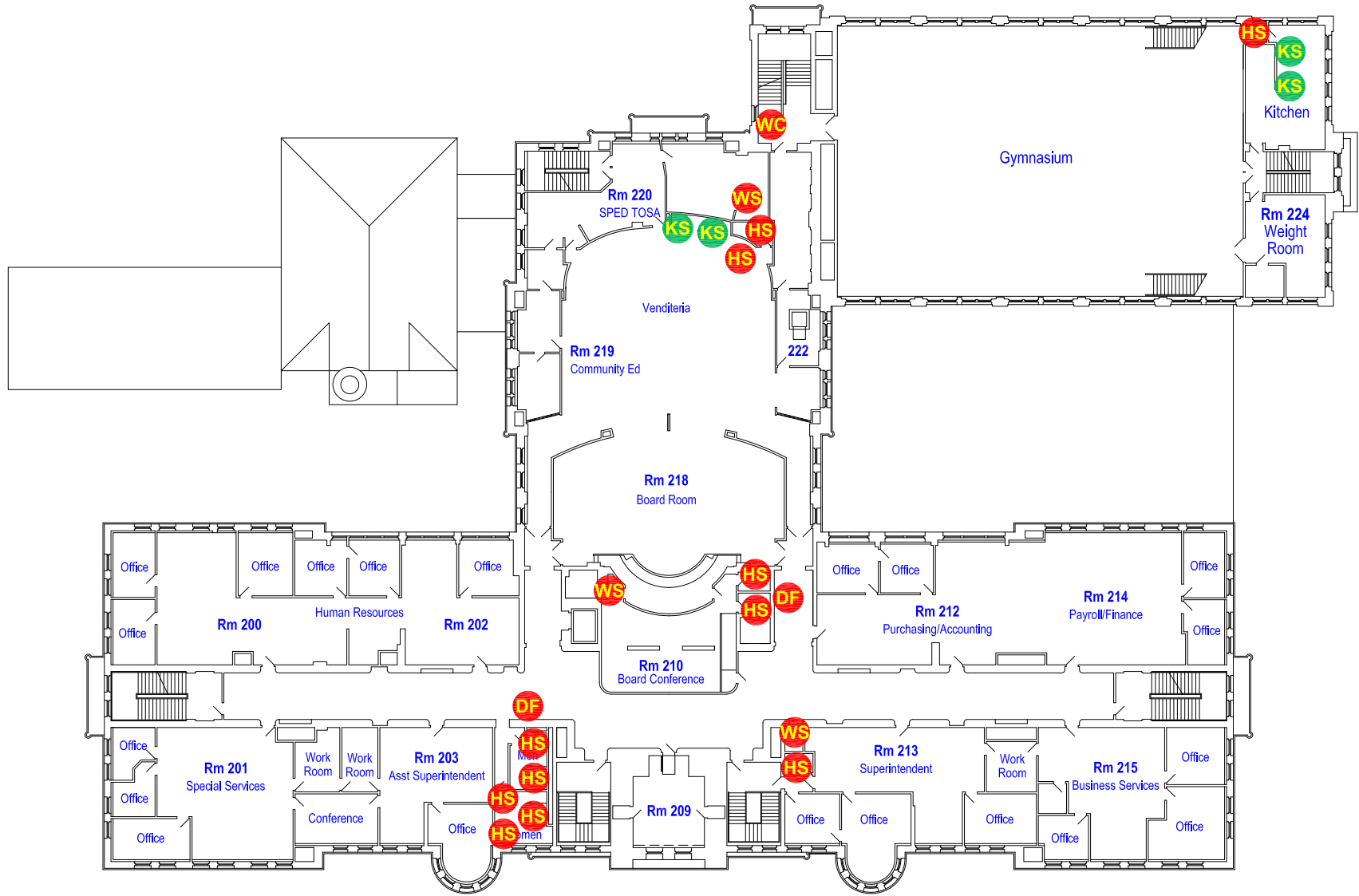
- 6 **DF** Drinking Fountain
- 2 **WC** Water Cooler
- 38 **HS** Hand Sink
- 23 **WS** Wash Sink
- 1 **TS** Trough Sink
- 8 **LS** Lab Sink
- 6 **KS** Kitchen Sink

84 Total

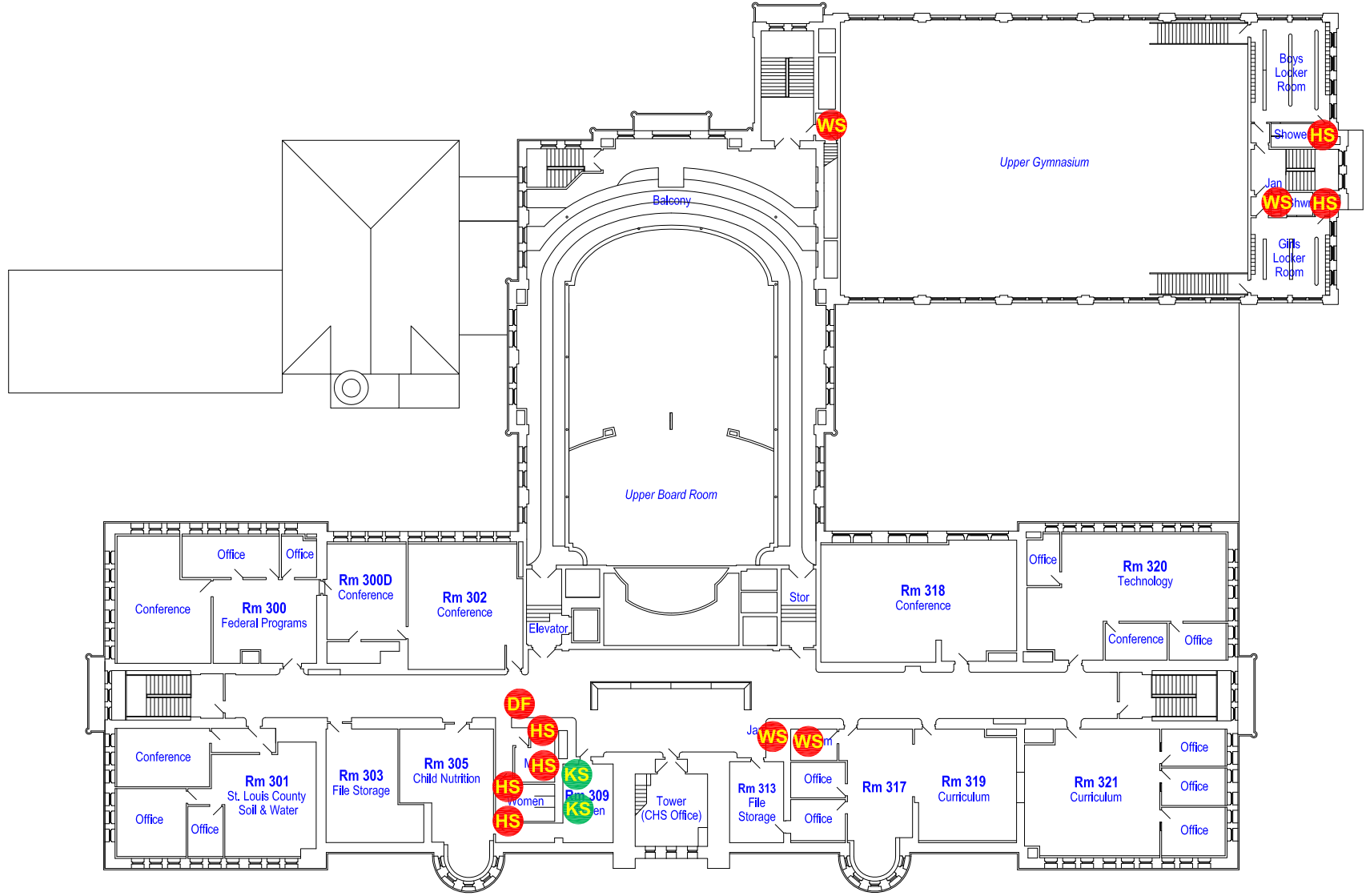
Basement Floor Plan
 Historic Old Central High School



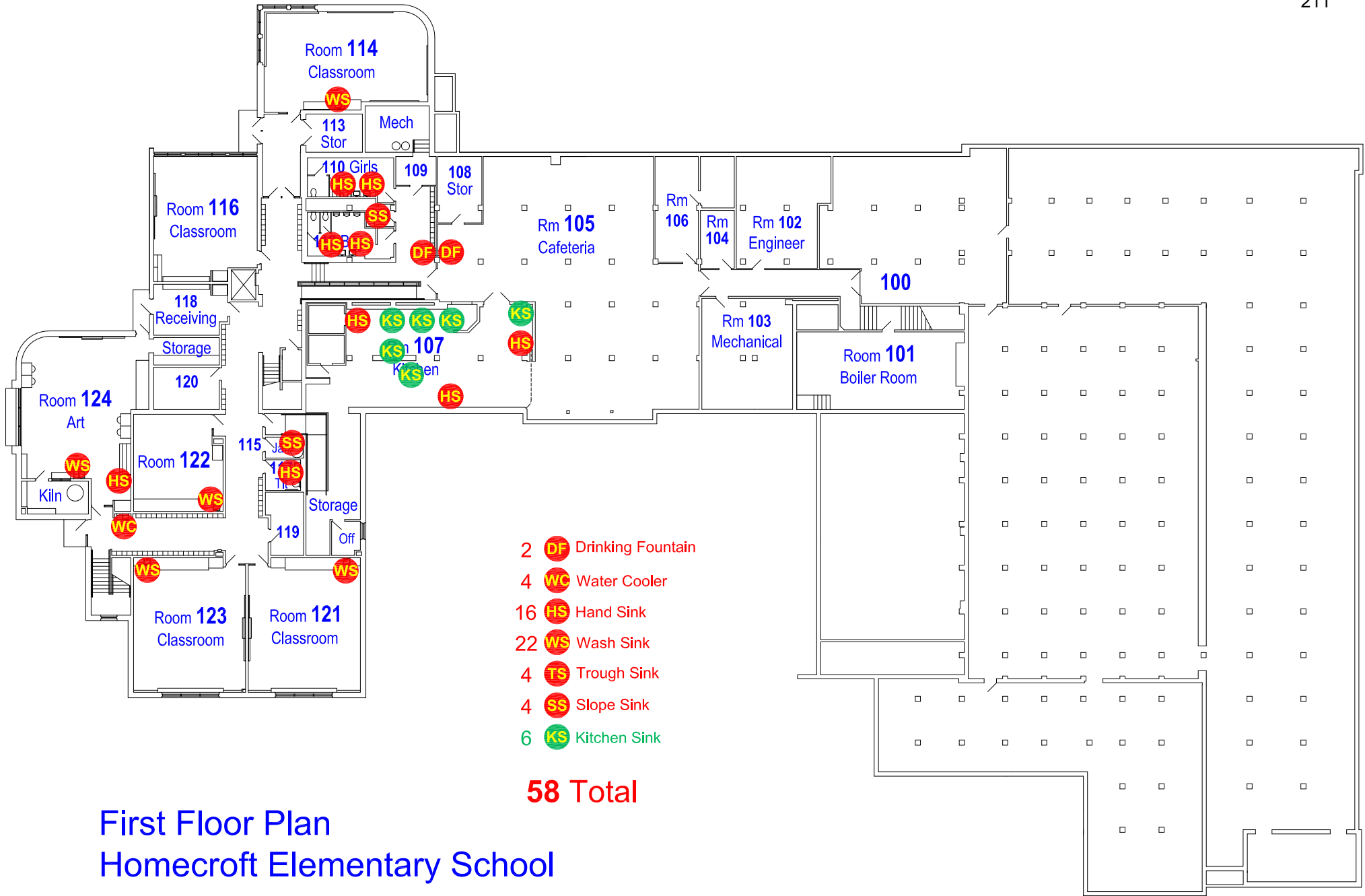
First Floor Plan



Second Floor Plan



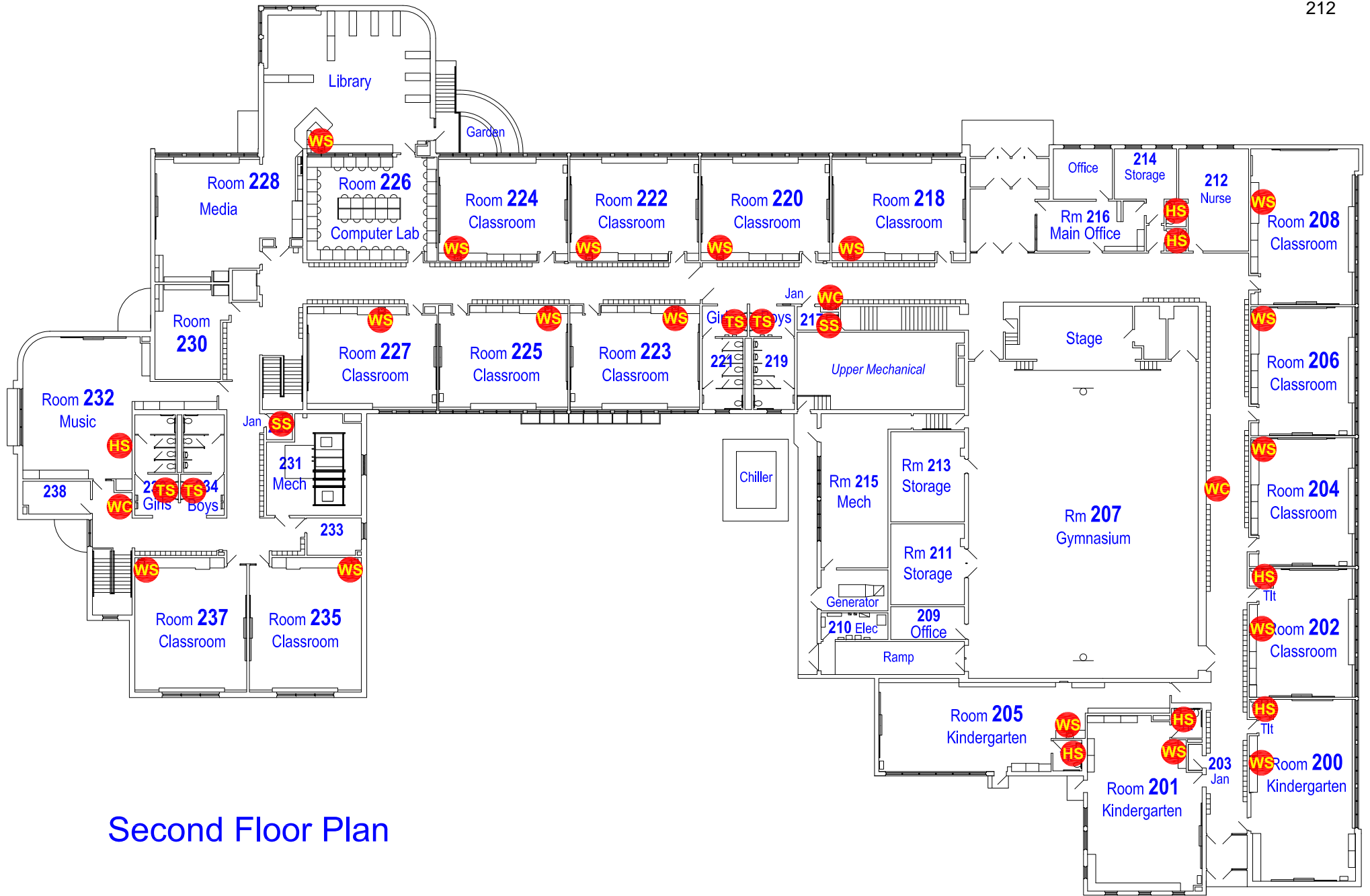
Third Floor Plan



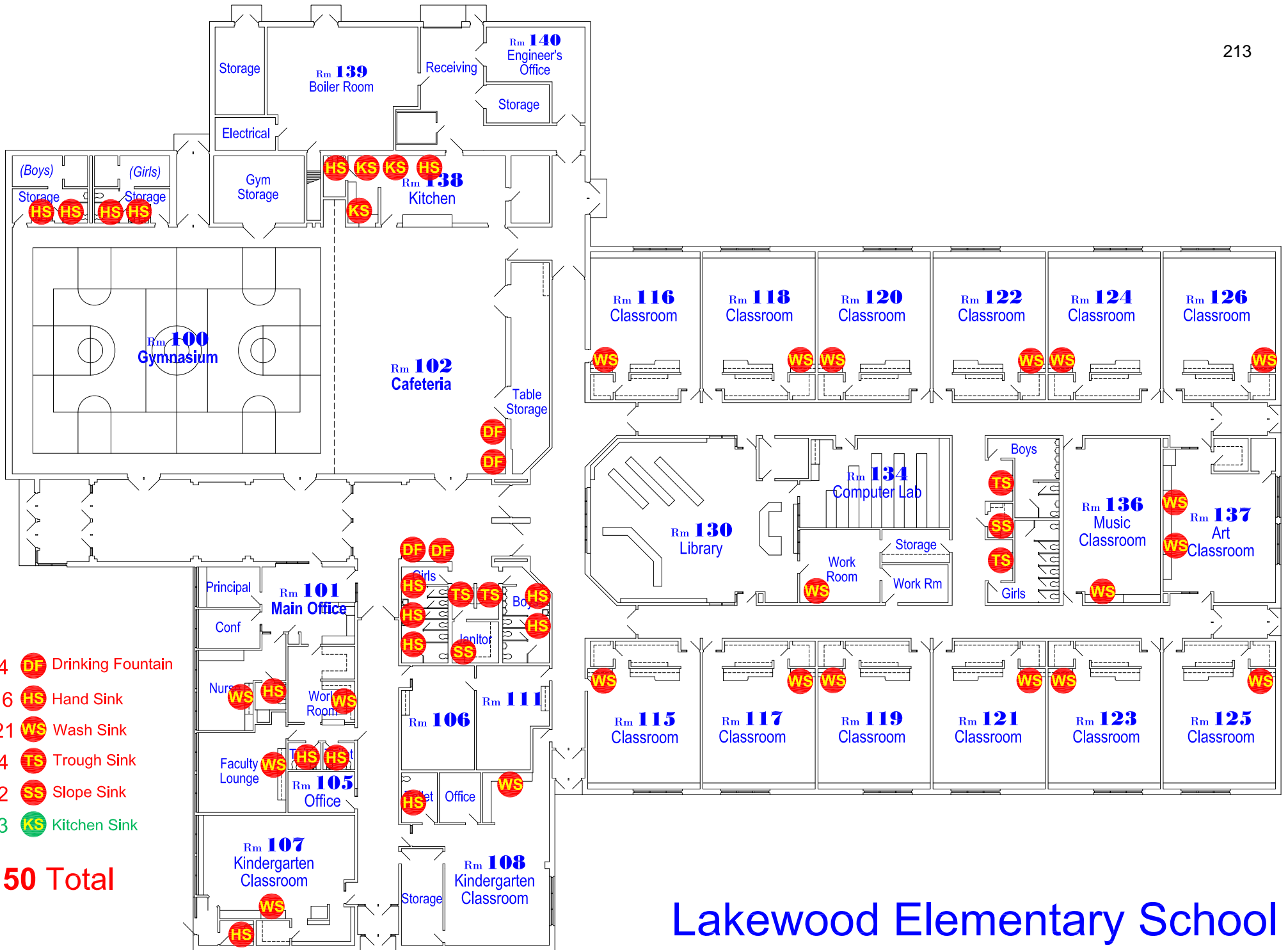
- 2 DF Drinking Fountain
- 4 WC Water Cooler
- 16 HS Hand Sink
- 22 WS Wash Sink
- 4 TS Trough Sink
- 4 SS Slope Sink
- 6 KS Kitchen Sink

58 Total

**First Floor Plan
Homecroft Elementary School**



Second Floor Plan



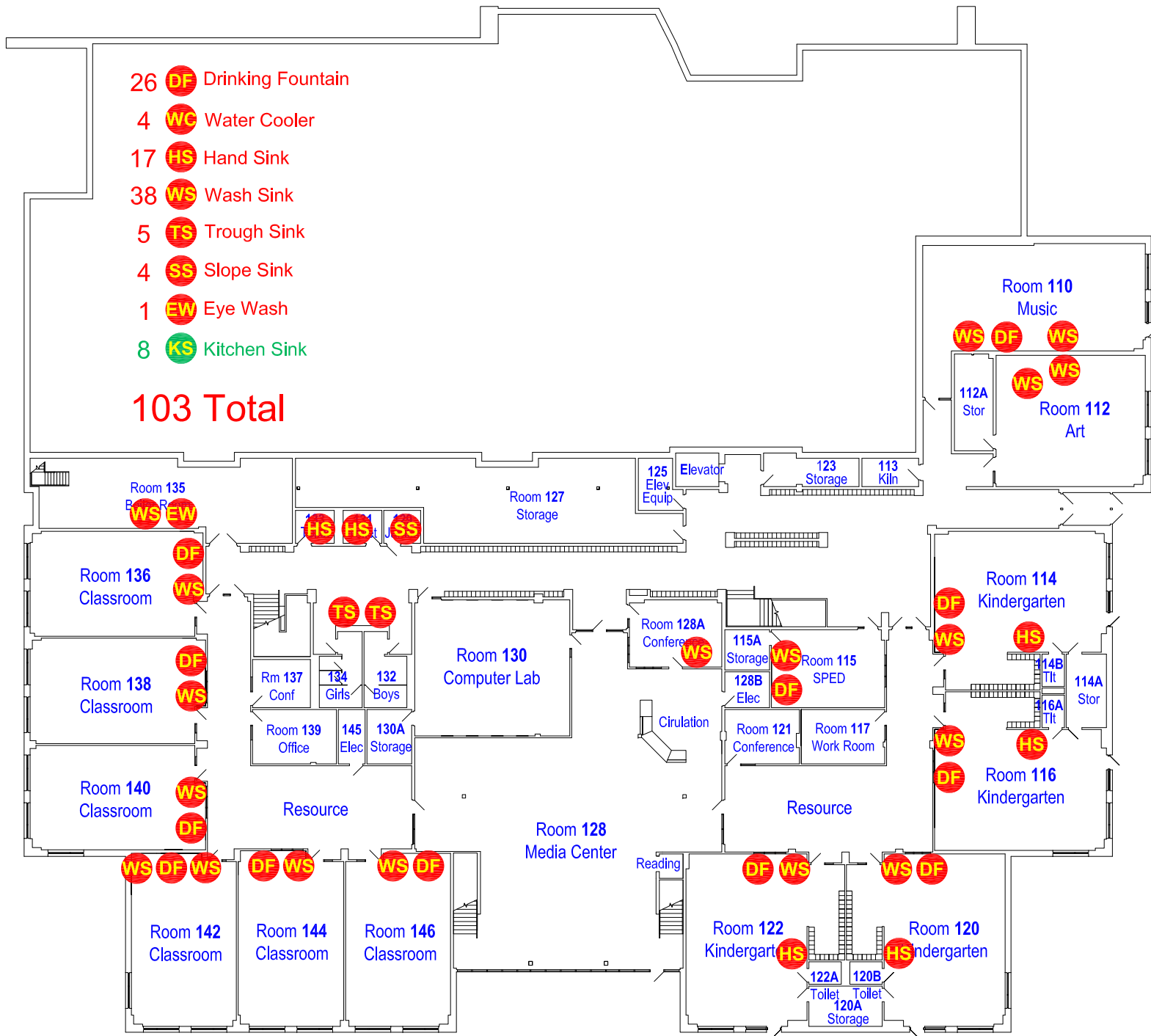
Lakewood Elementary School

Laura MacArthur Elementary School



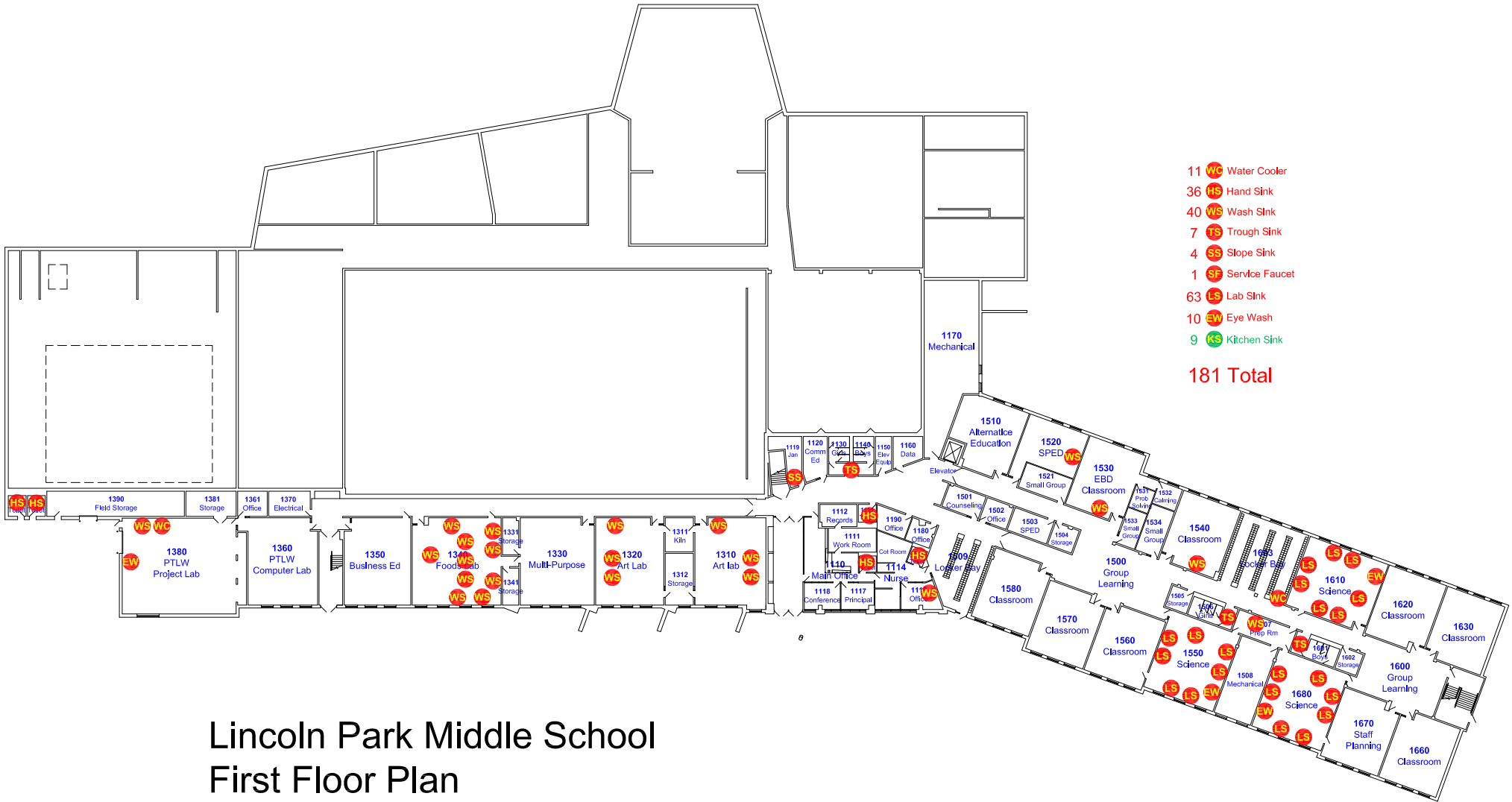
Lester Park Elementary School

First Floor Plan

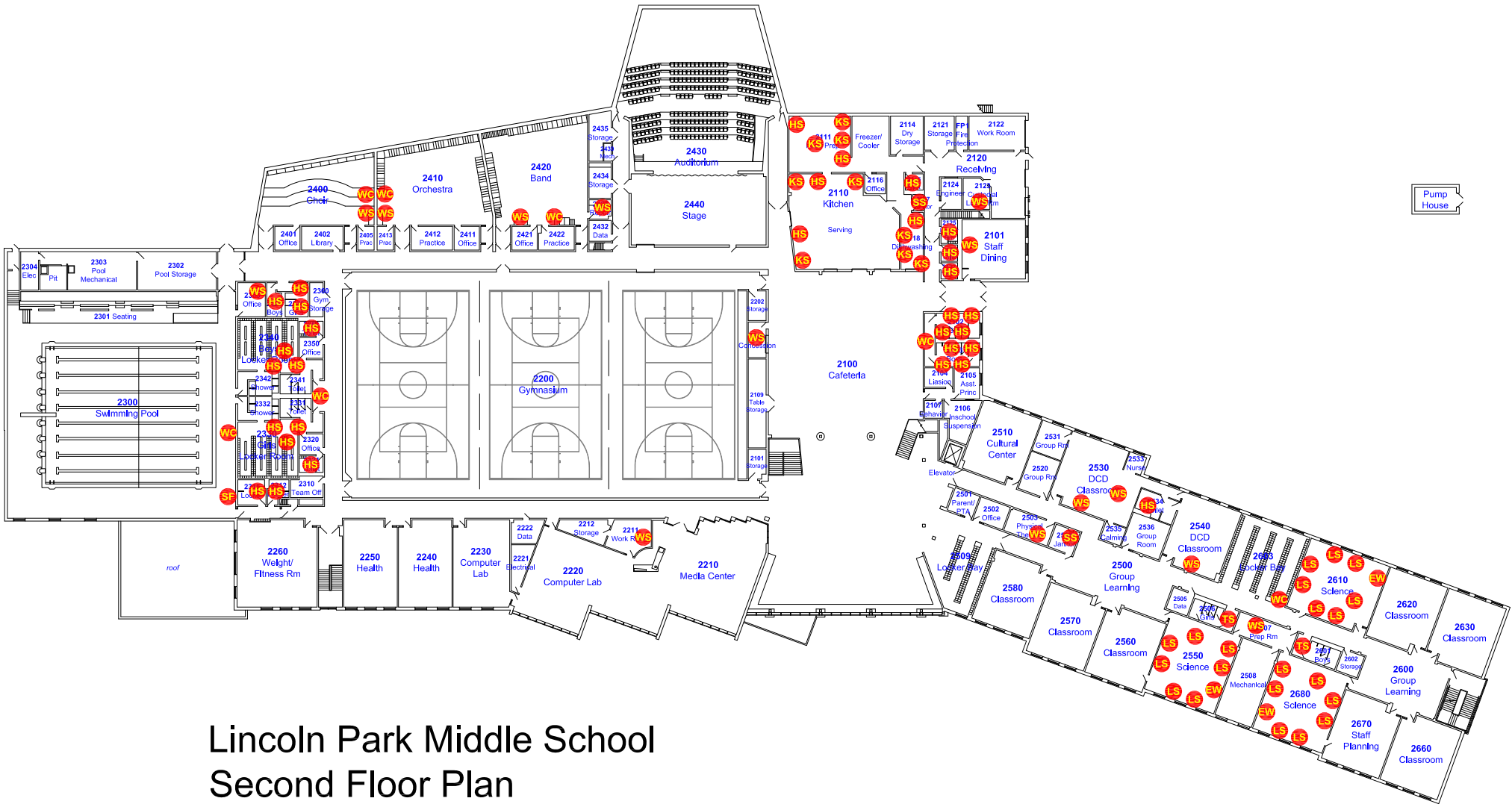


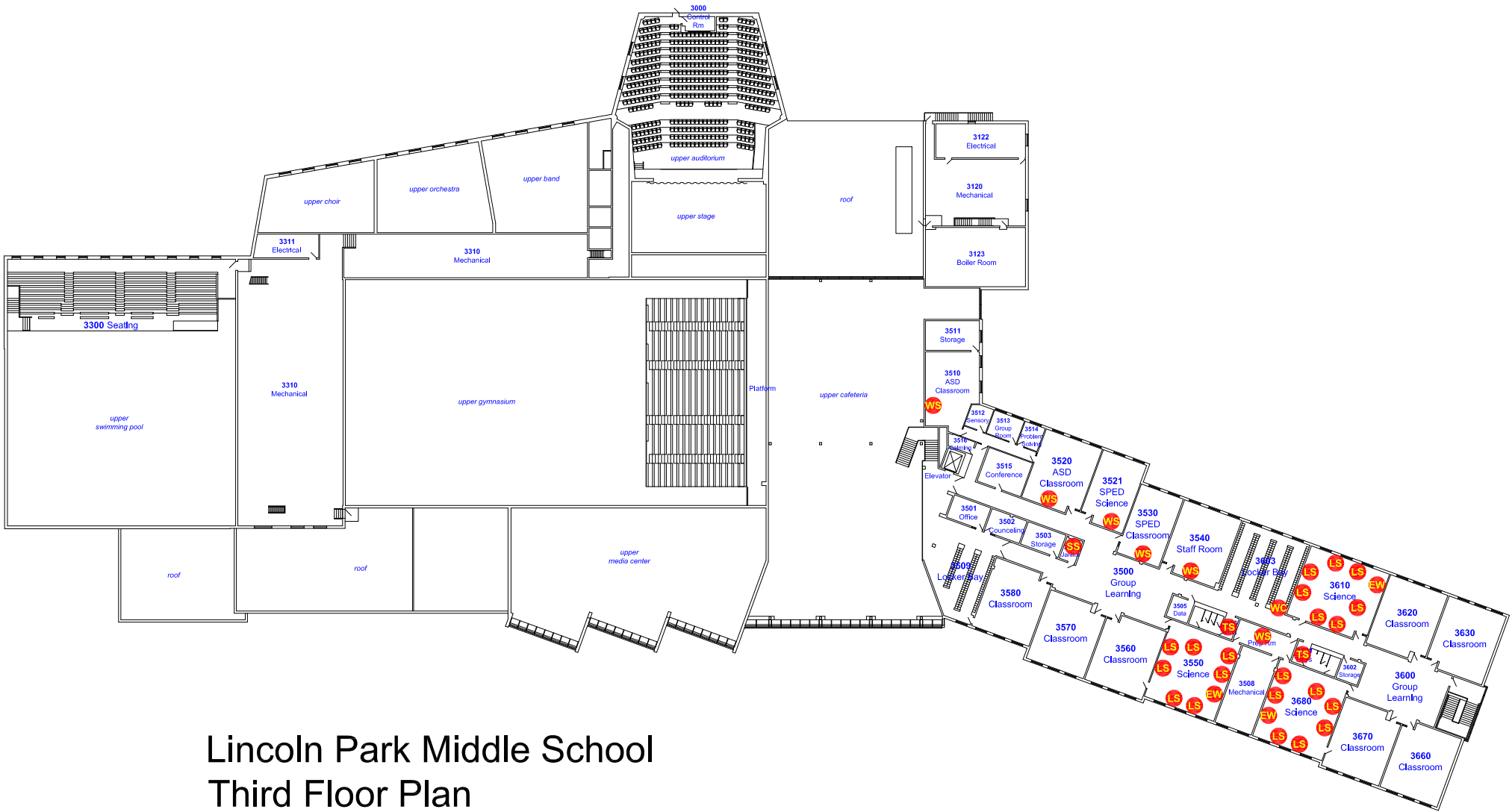
Second Floor Plan

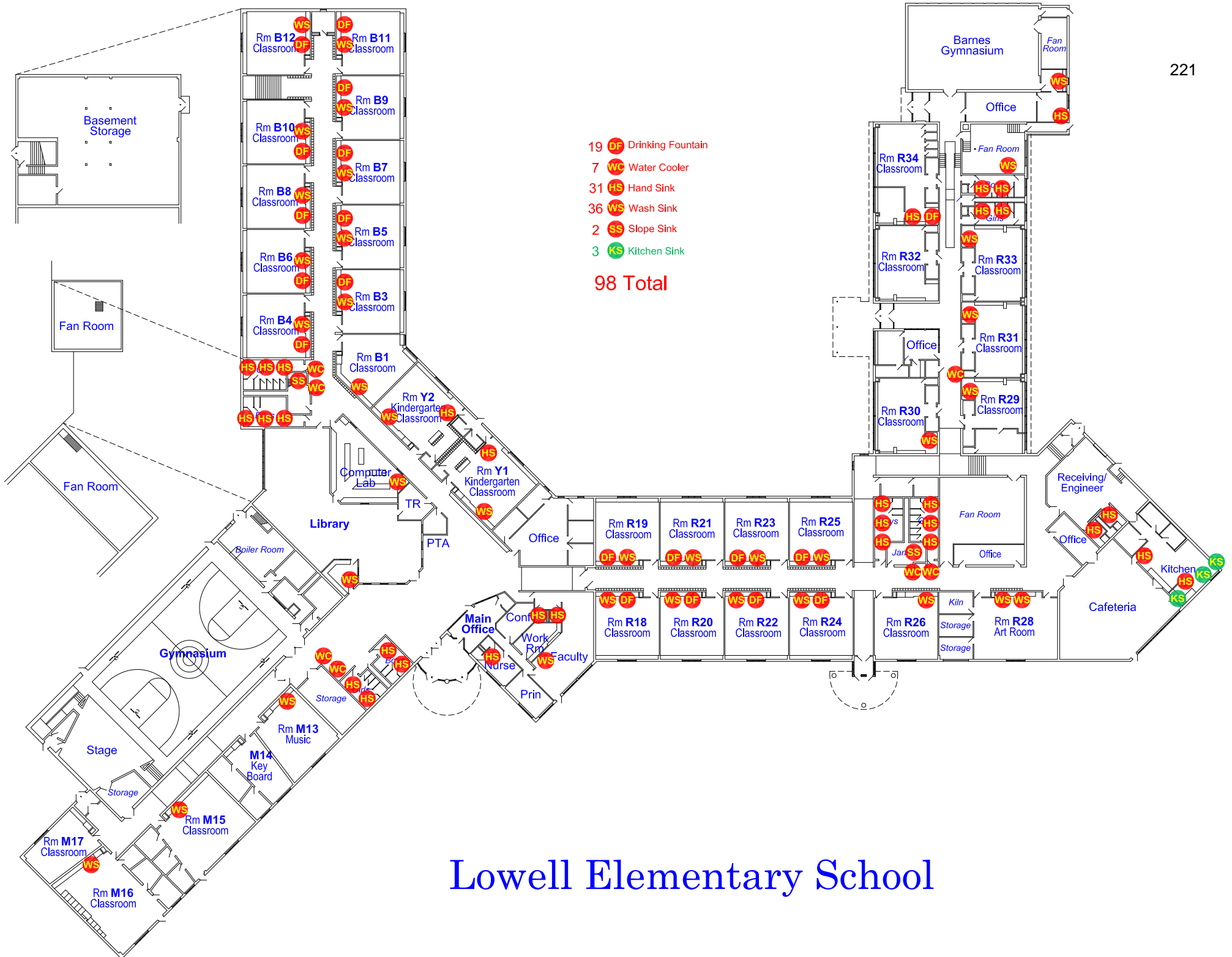




Lincoln Park Middle School
First Floor Plan

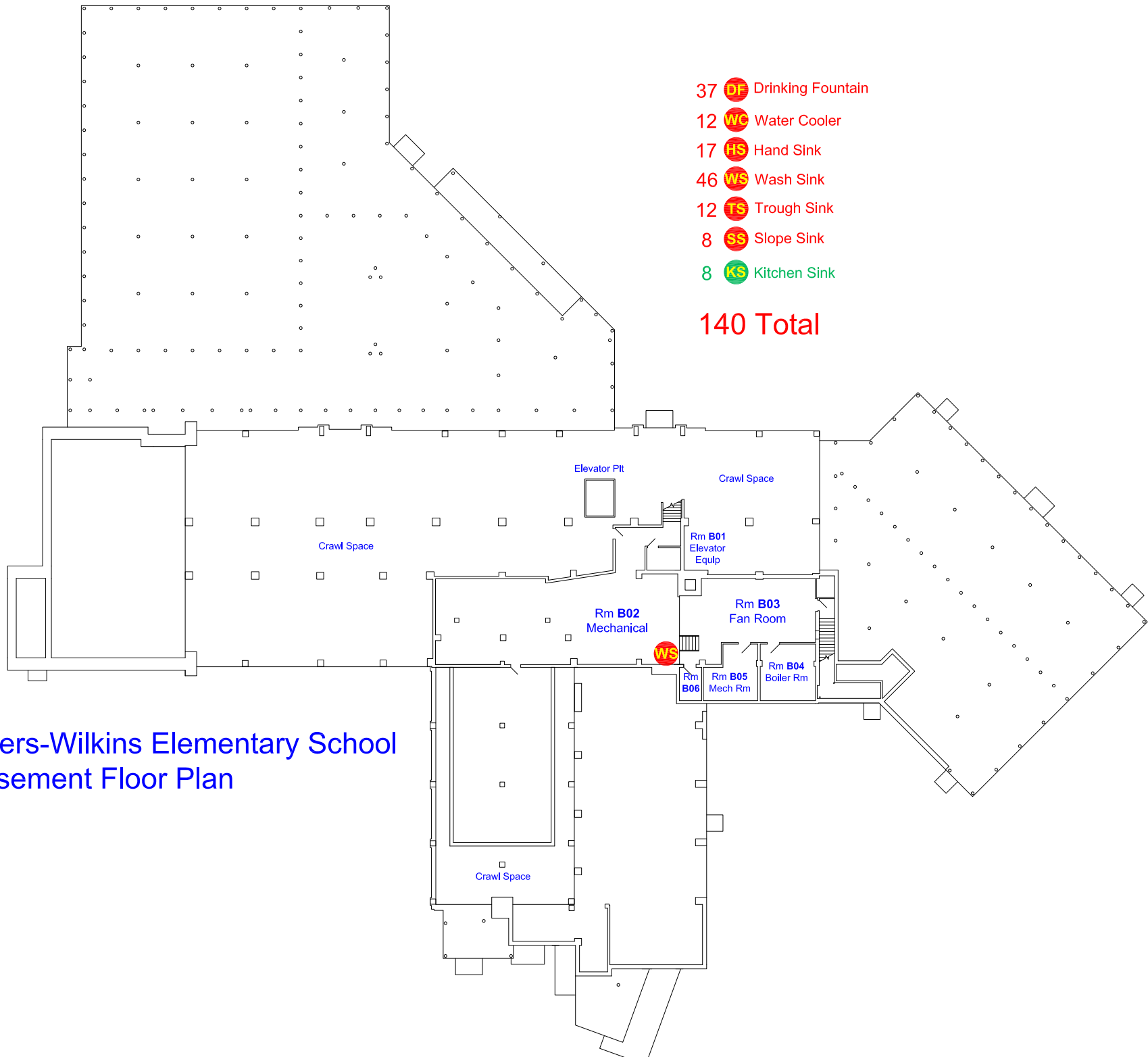




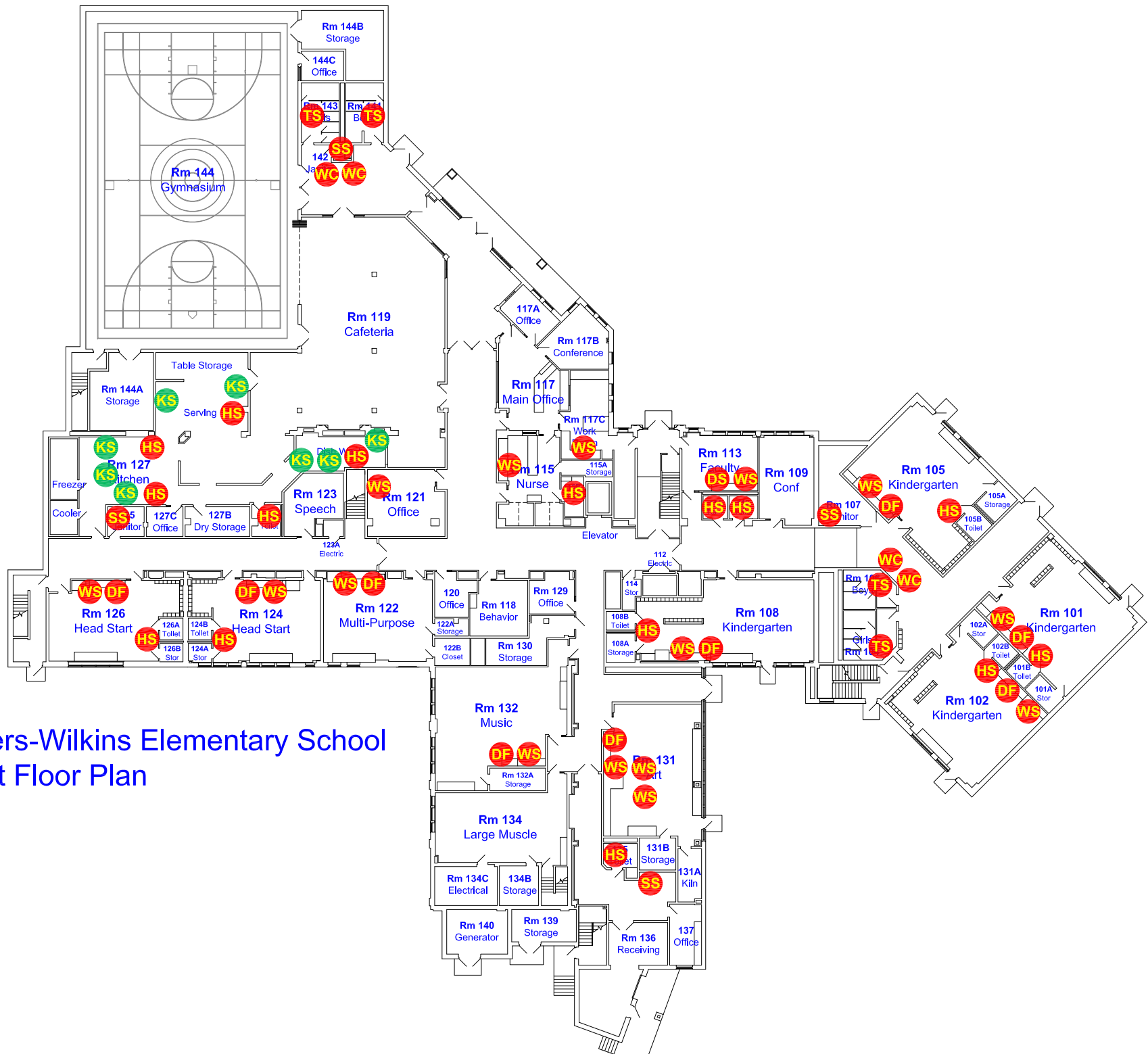


- 37 **DF** Drinking Fountain
- 12 **WC** Water Cooler
- 17 **HS** Hand Sink
- 46 **WS** Wash Sink
- 12 **TS** Trough Sink
- 8 **SS** Slope Sink
- 8 **KS** Kitchen Sink

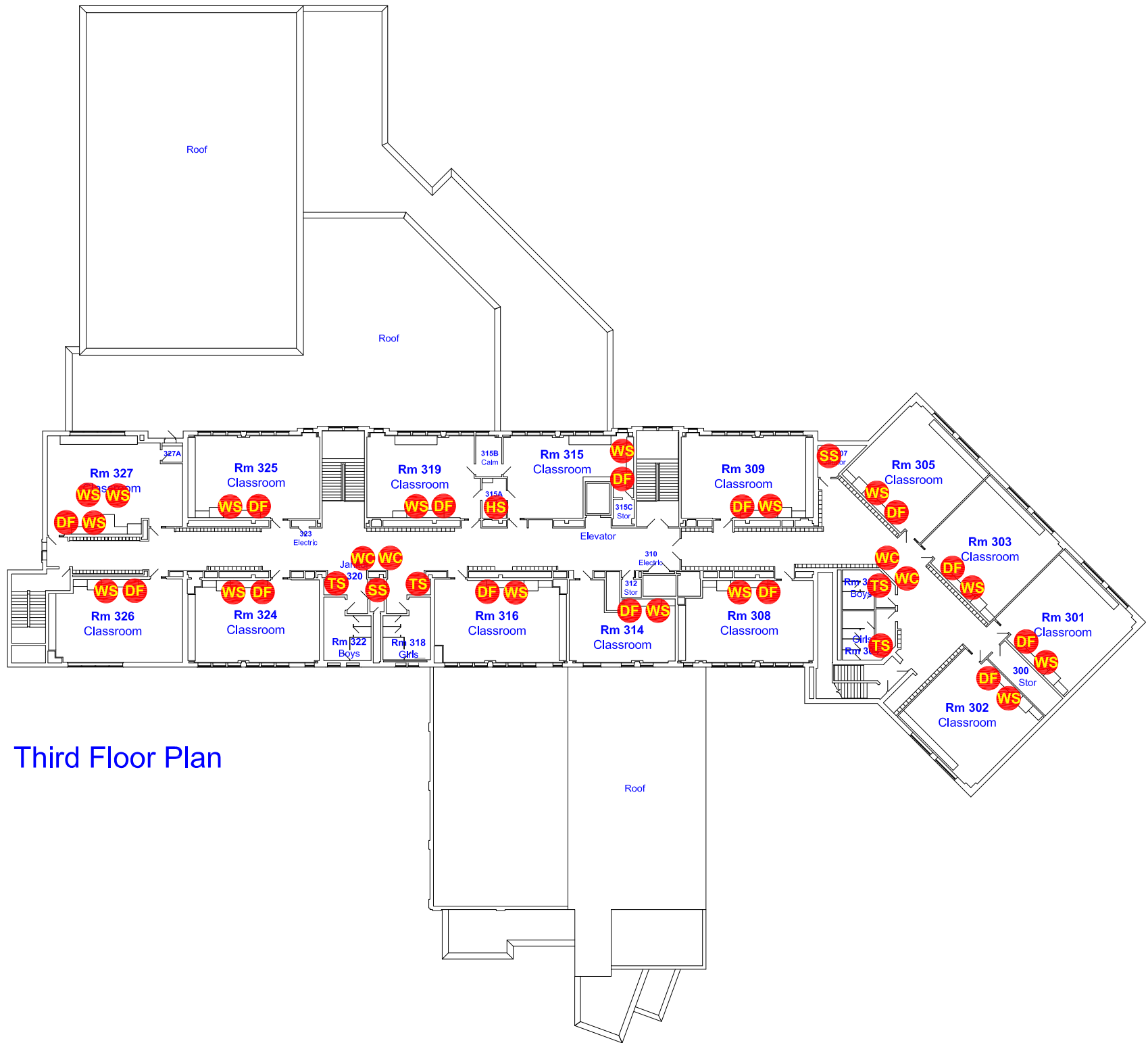
140 Total



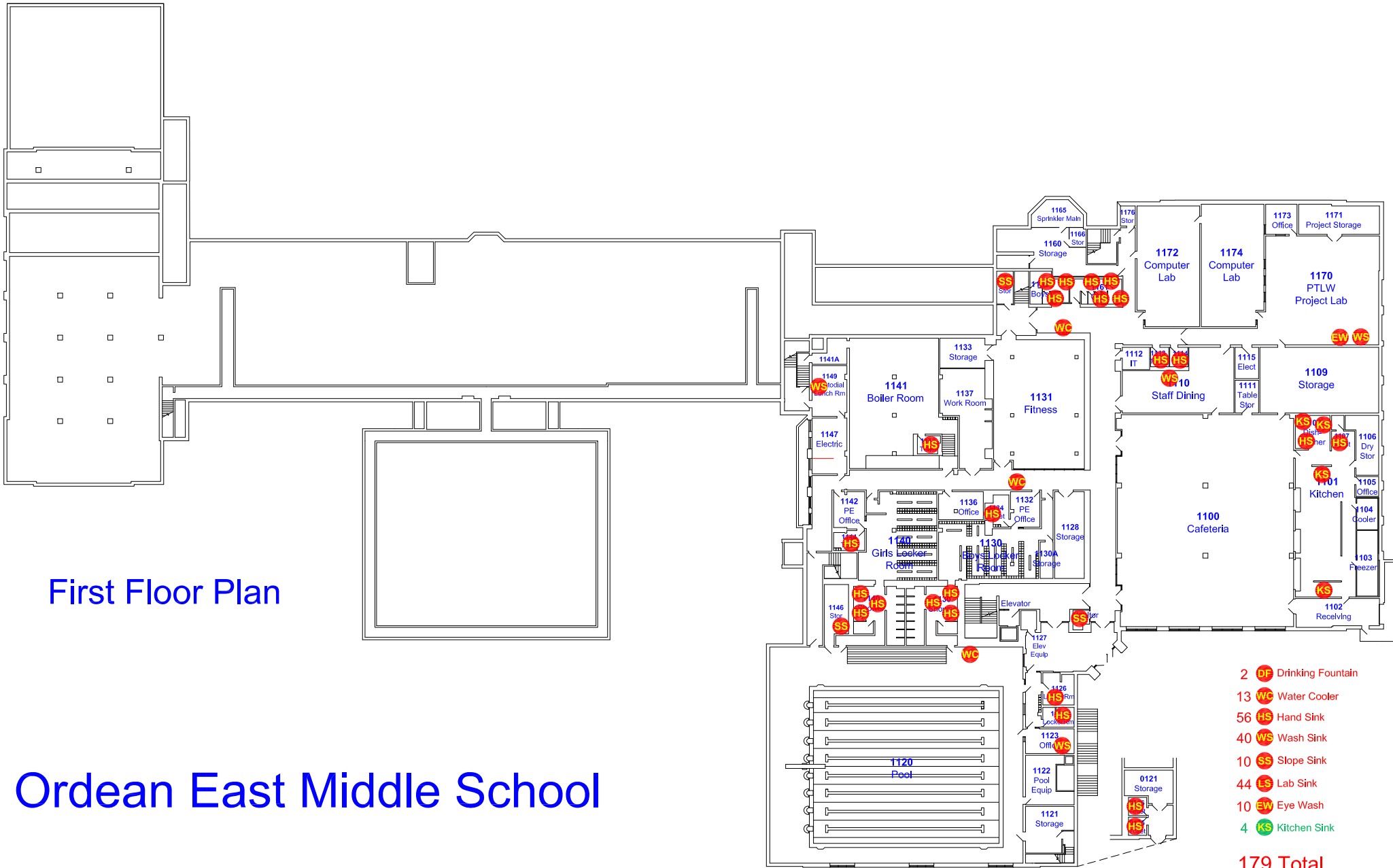
Myers-Wilkins Elementary School
Basement Floor Plan



Myers-Wilkins Elementary School
First Floor Plan



Third Floor Plan



First Floor Plan

Ordean East Middle School

- 2 DF Drinking Fountain
 - 13 WC Water Cooler
 - 56 HS Hand Sink
 - 40 WS Wash Sink
 - 10 SS Slope Sink
 - 44 LS Lab Sink
 - 10 EW Eye Wash
 - 4 KS Kitchen Sink
- 179 Total**

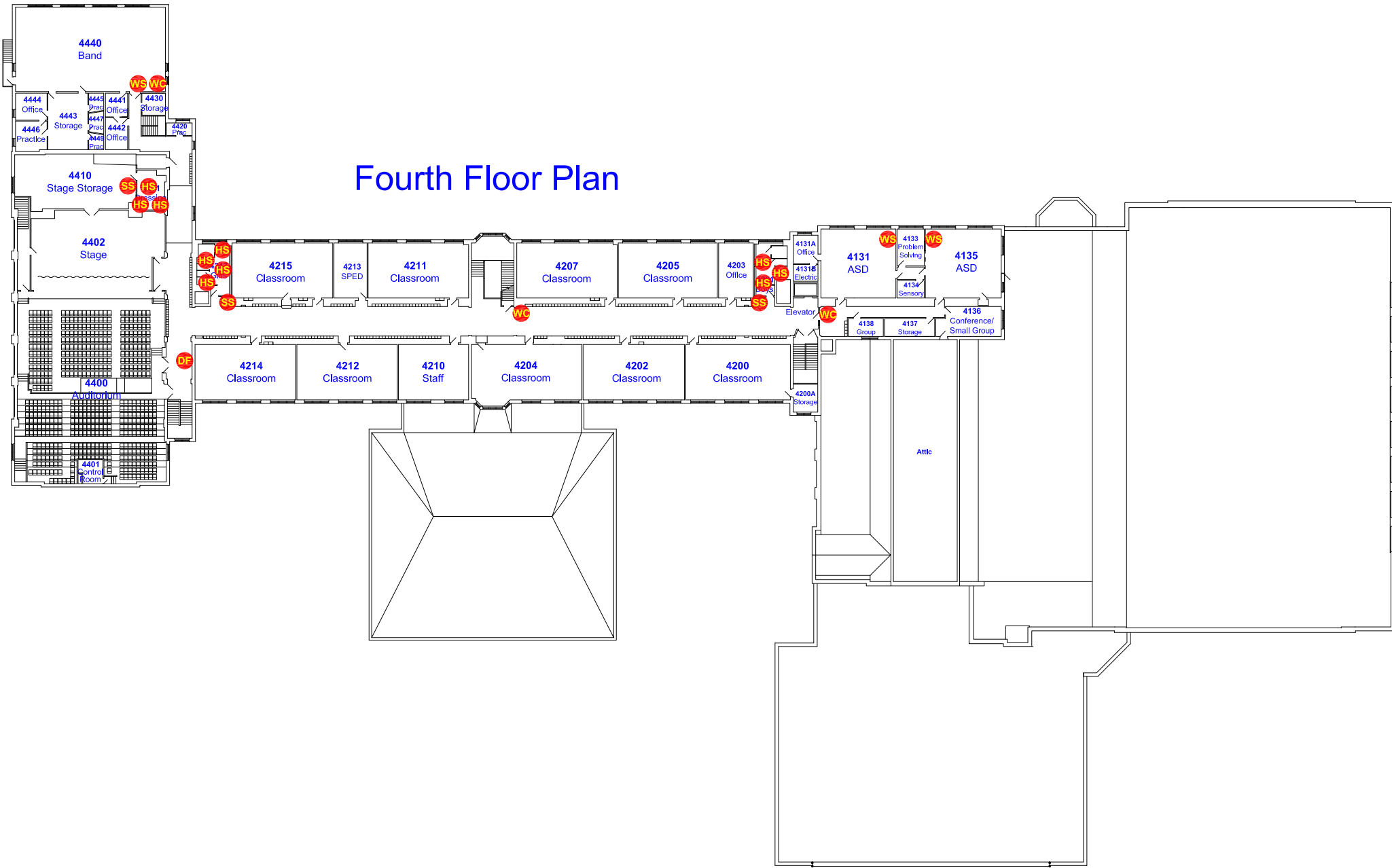
Second Floor Plan



Third Floor Plan



Fourth Floor Plan





- 34 DF Drinking Fountain
- 4 WC Water Cooler
- 23 HS Hand Sink
- 46 WS Wash Sink
- 7 TS Trough Sink
- 6 SS Slope Sink
- 2 EW Eye Wash
- 9 KS Kitchen Sink

131 Total

Piedmont Elementary School
First Floor



Second Floor

Stowe Elementary School

- 4 WC Water Cooler
- 11 HS Hand Sink
- 34 WS Wash Sink
- 4 TS Trough Sink
- 4 SS Slope Sink
- 4 KS Kitchen Sink

61 Total



Upper Mezzanine

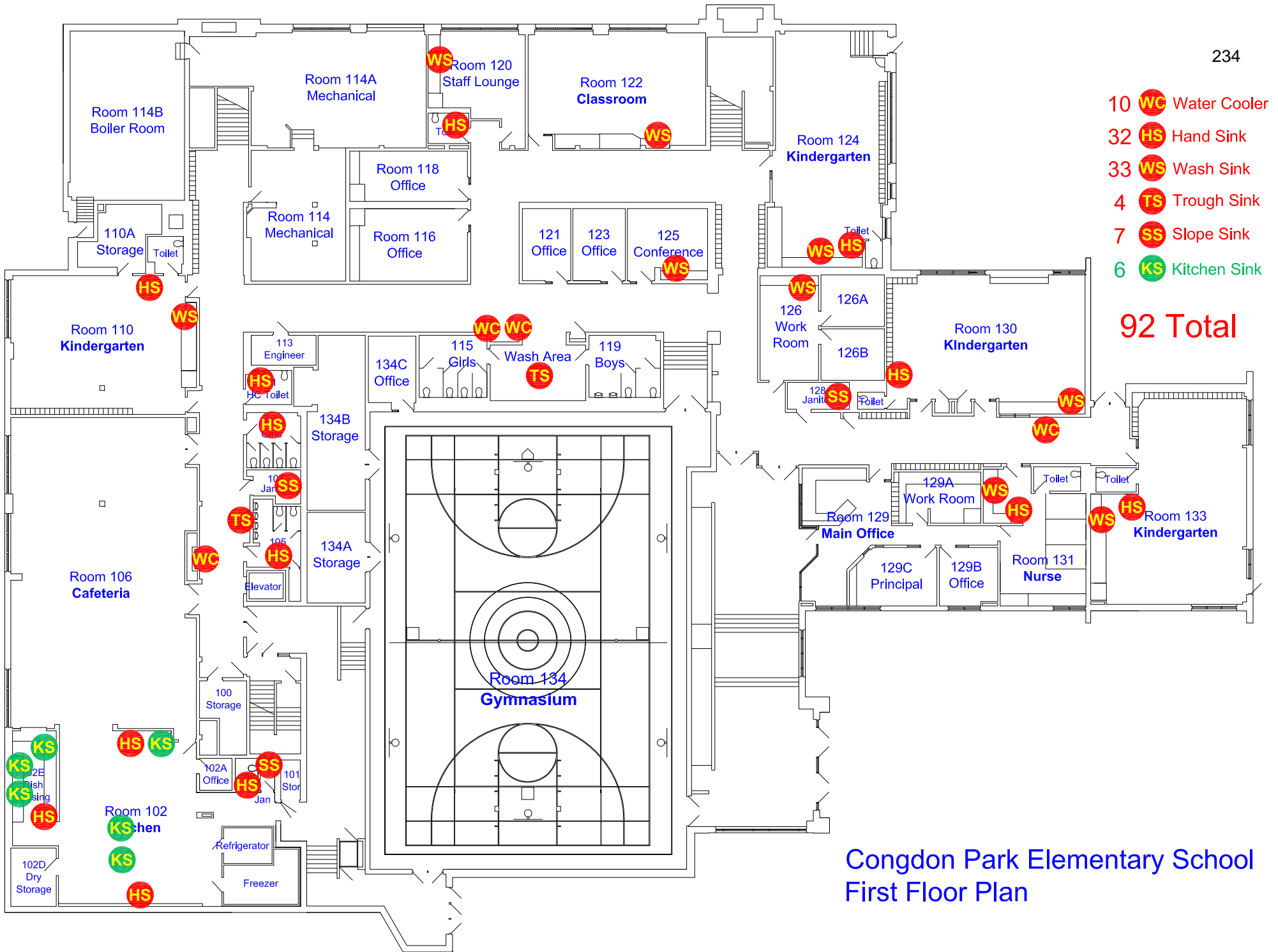
Upper Mezzanine

Upper Mezzanine

Faucets

1775

Building	Drinking Fountain	Water Cooler	Hand Sink	Wash Sink	Trough Sink	Slope Sink	Service Faucet	Lab Sink	Eye Wash	Kitchen Sink	TOTAL
Denfeld High School	0	25	80	53	1	16	1	52	8	12	248
East High School	0	10	40	40	12	8	2	75	11	21	219
Historic Old Central High School	6	2	38	23	1	0	0	8	0	6	84
Lincoln Park Middle School	0	11	36	40	7	4	1	63	10	9	181
Ordean East Middle School	2	13	56	40	0	10	0	44	10	4	179
Congdon Park Elementary School	0	10	32	33	4	7	0	0	0	6	92
Homecroft Elementary School	2	4	16	22	4	4	0	0	0	6	58
Lakewood Elementary School	4	0	16	21	4	2	0	0	0	3	50
Laura MacArthur Elementary School	35	11	19	42	9	8	0	0	1	6	131
Lester Park Elementary School	26	4	17	38	5	4	0	0	1	8	103
Lowell Elementary School	19	7	31	36	0	2	0	0	0	3	98
Myers-Wilkins Elementary School	37	12	17	46	12	8	0	0	0	8	140
Piedmont Elementary School	34	4	23	46	7	6	0	0	2	9	131
Stowe Elementary School	0	4	11	34	4	4	0	0	0	4	61
	165	117	432	514	70	83	4	242	43	105	



Room 114B
Boiler Room

110A
Storage

Toilet

Room 114A
Mechanical

Room 120
Staff Lounge

Room 122
Classroom

Room 118
Office

Room 116
Office

121
Office

123
Office

125
Conference

Room 124
Kindergarten

Toilet

126
Work Room

126A

126B

Room 130
Kindergarten

Room 110
Kindergarten

Room 106
Cafeteria

113
Engineer

134C
Office

115
Girls

Wash Area

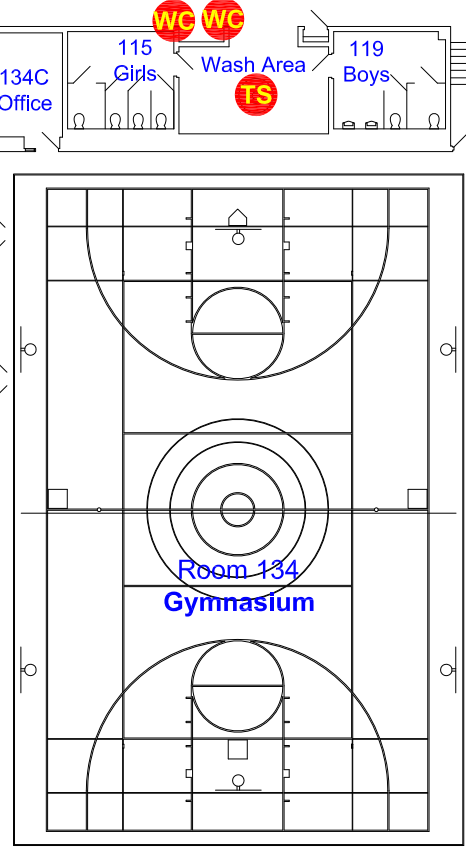
119
Boys

126
Work Room

128
Janit

Toilet

Room 133
Kindergarten



129A
Work Room

Room 129
Main Office

Toilet

Toilet

129C
Principal

129B
Office

Room 131
Nurse

100
Storage

102A
Office

101
Stor

Jan

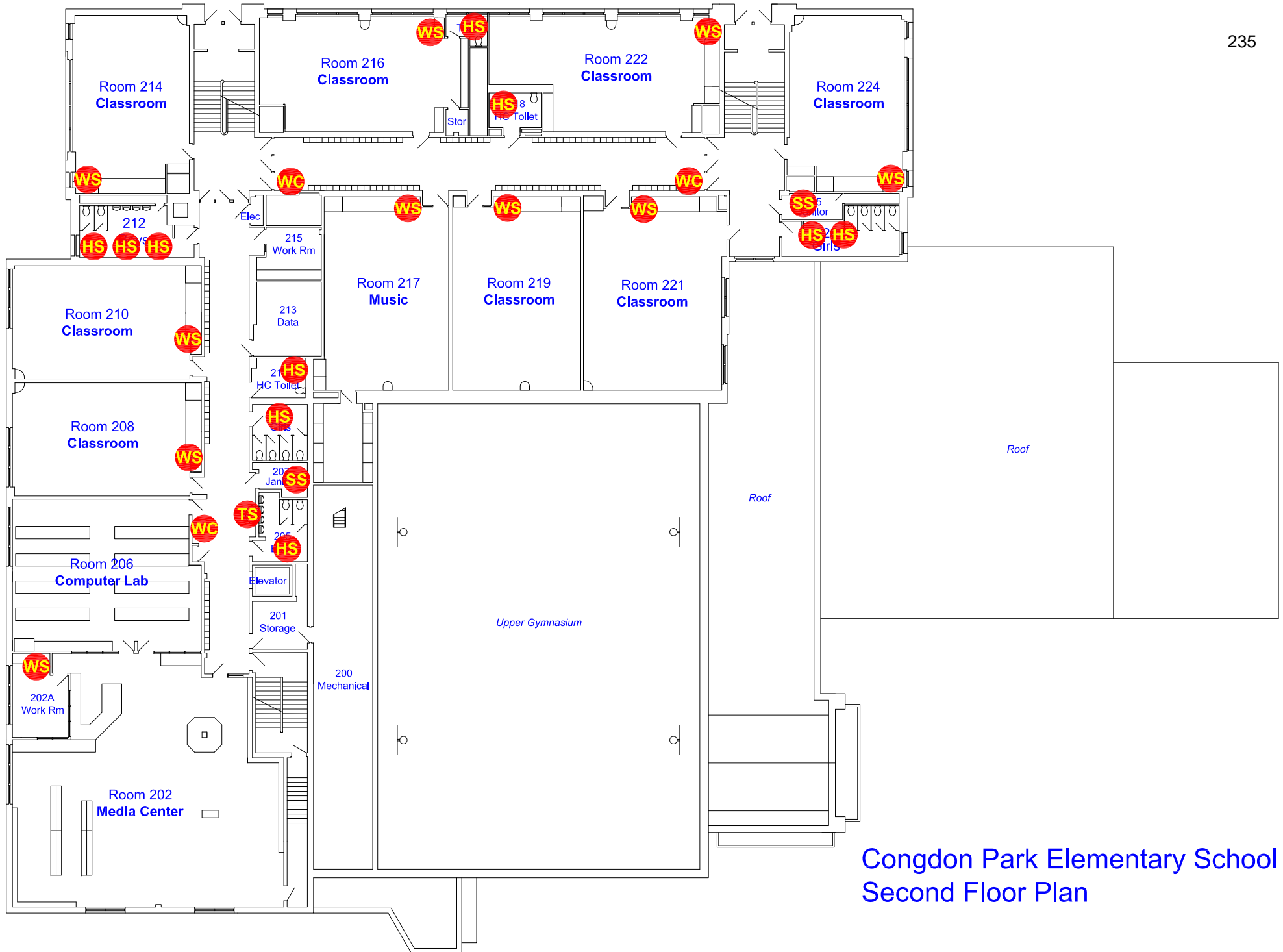
Refrigerator

Freezer

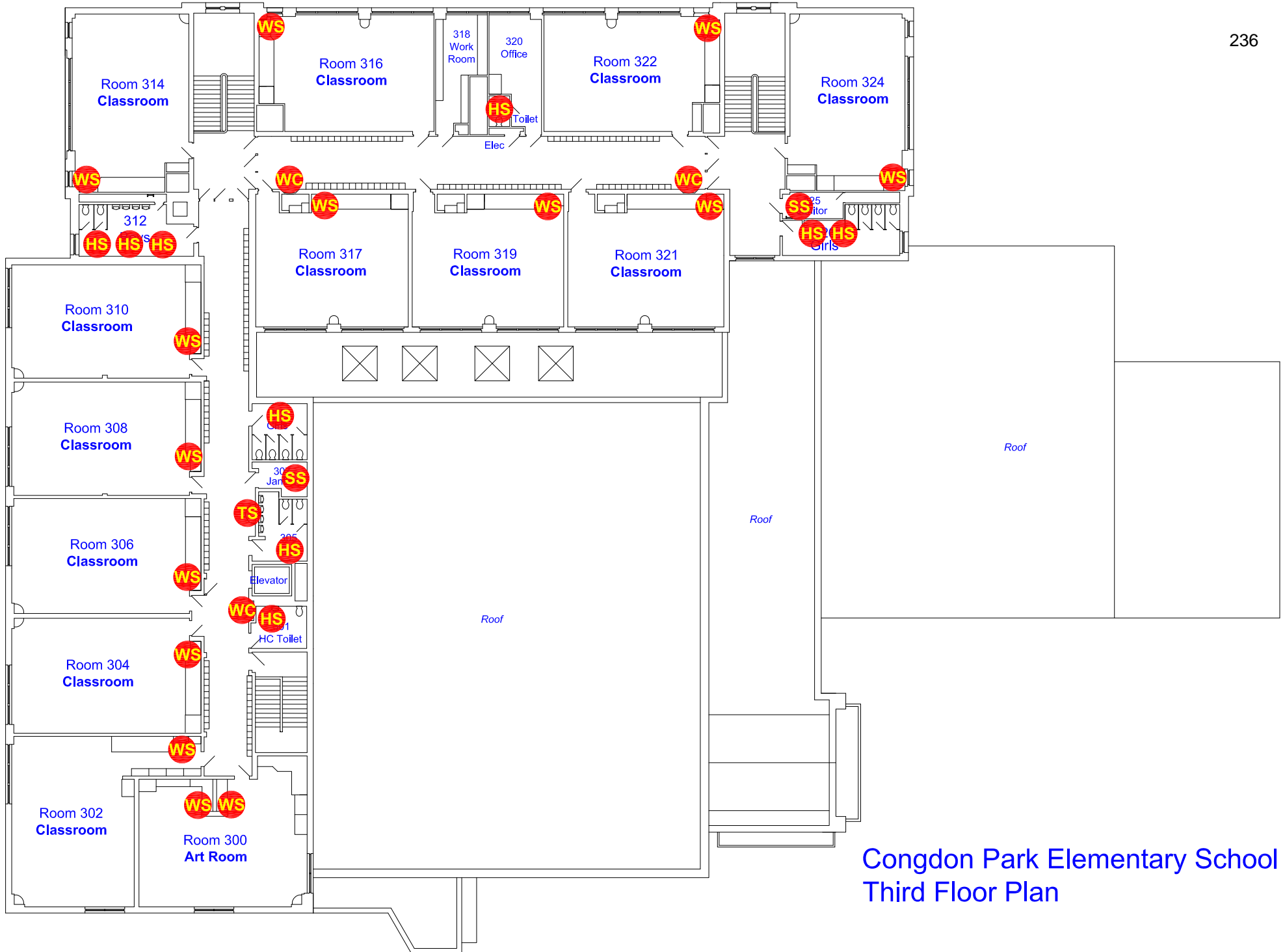
Room 102
Kitchen

102D
Dry Storage

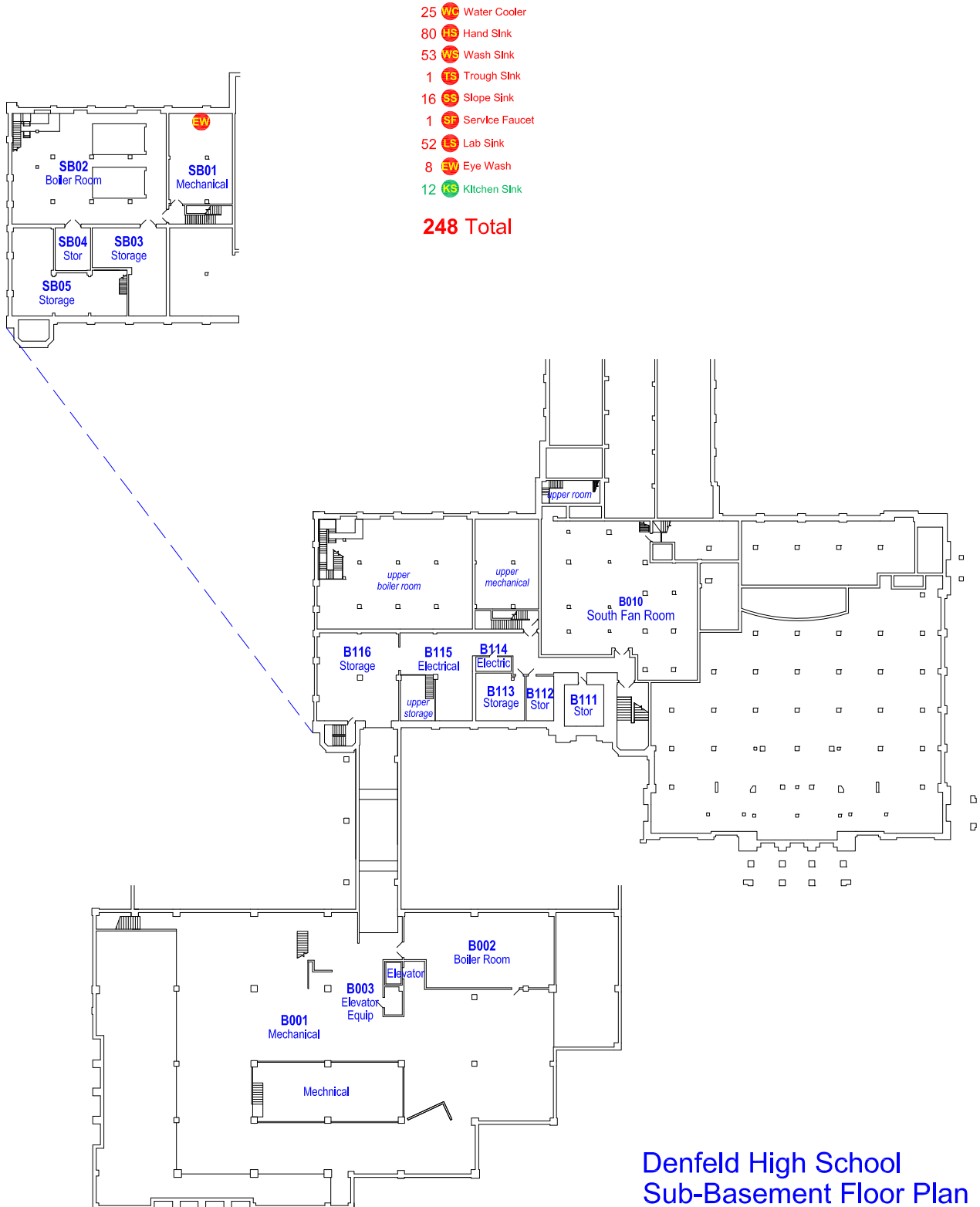
**Congdon Park Elementary School
First Floor Plan**



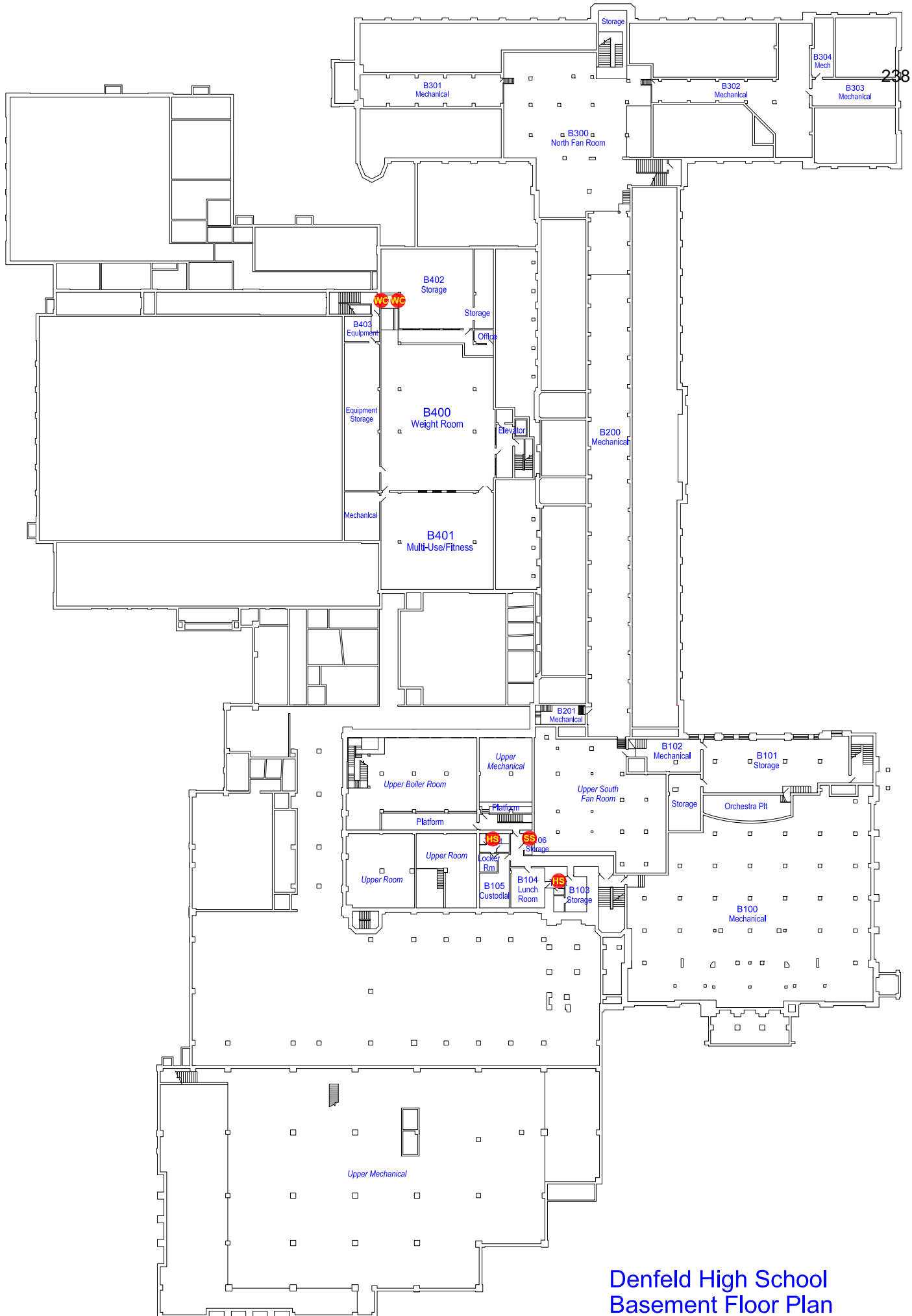
Congdon Park Elementary School
Second Floor Plan



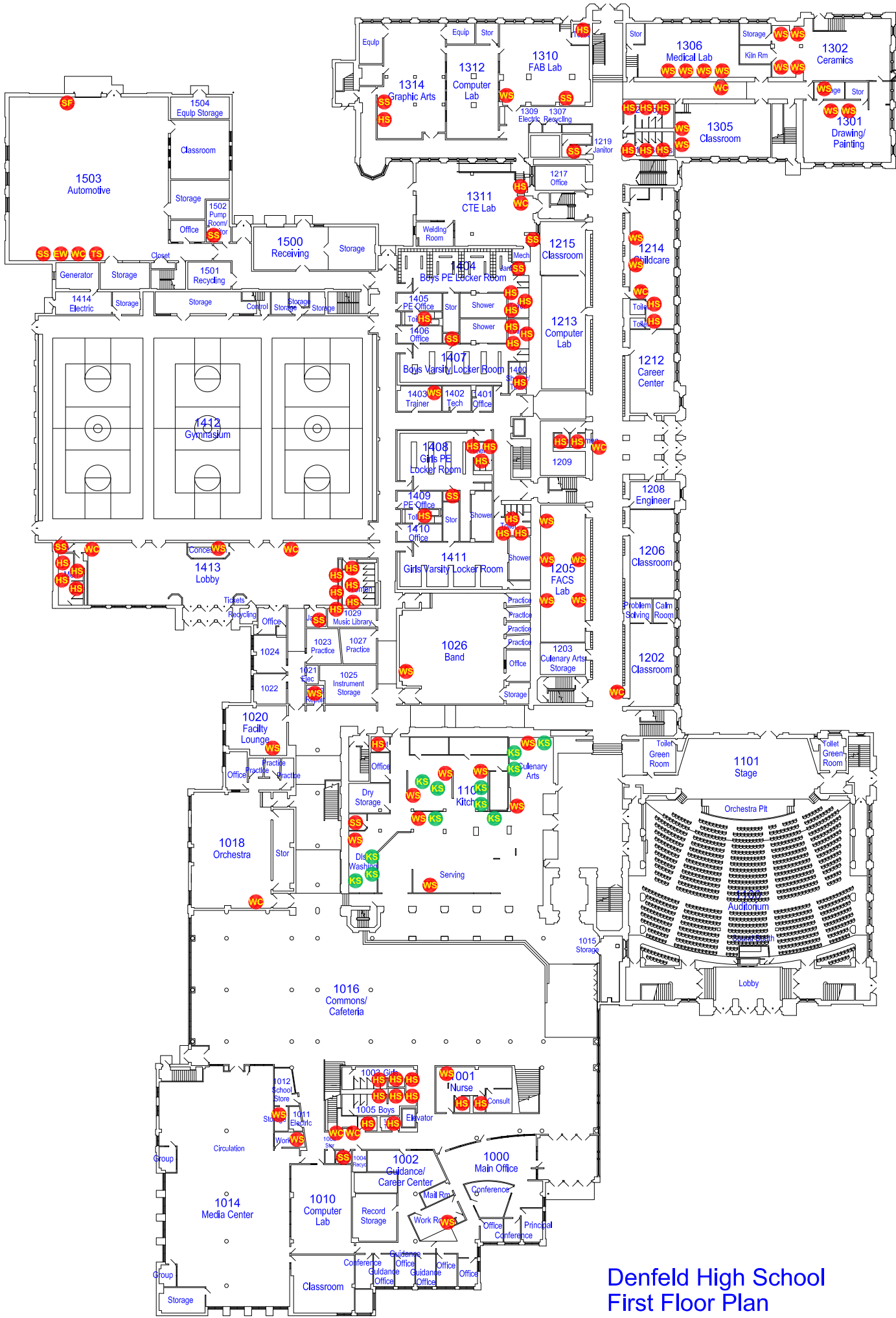
Congdon Park Elementary School
Third Floor Plan



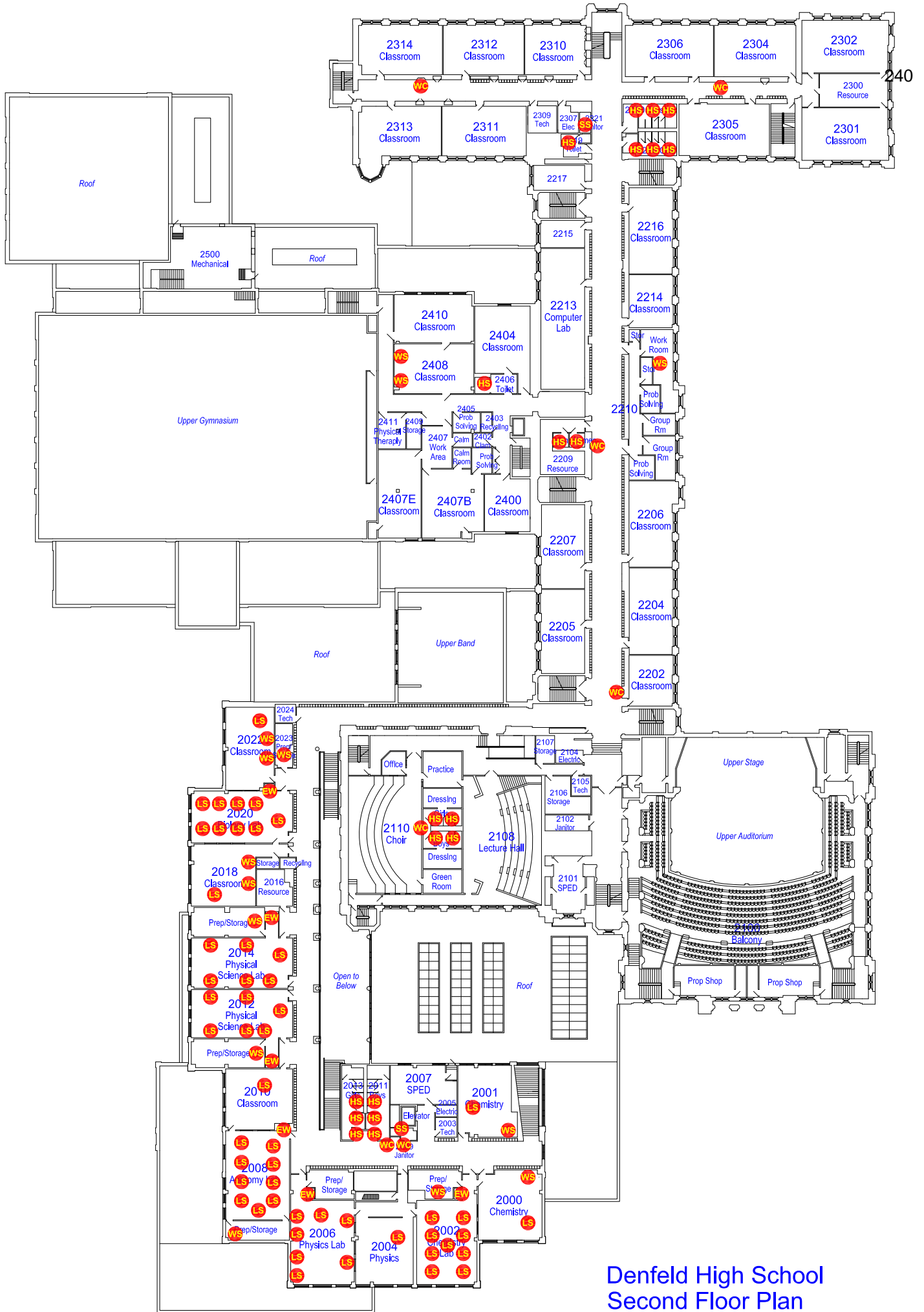
Denfeld High School
Sub-Basement Floor Plan



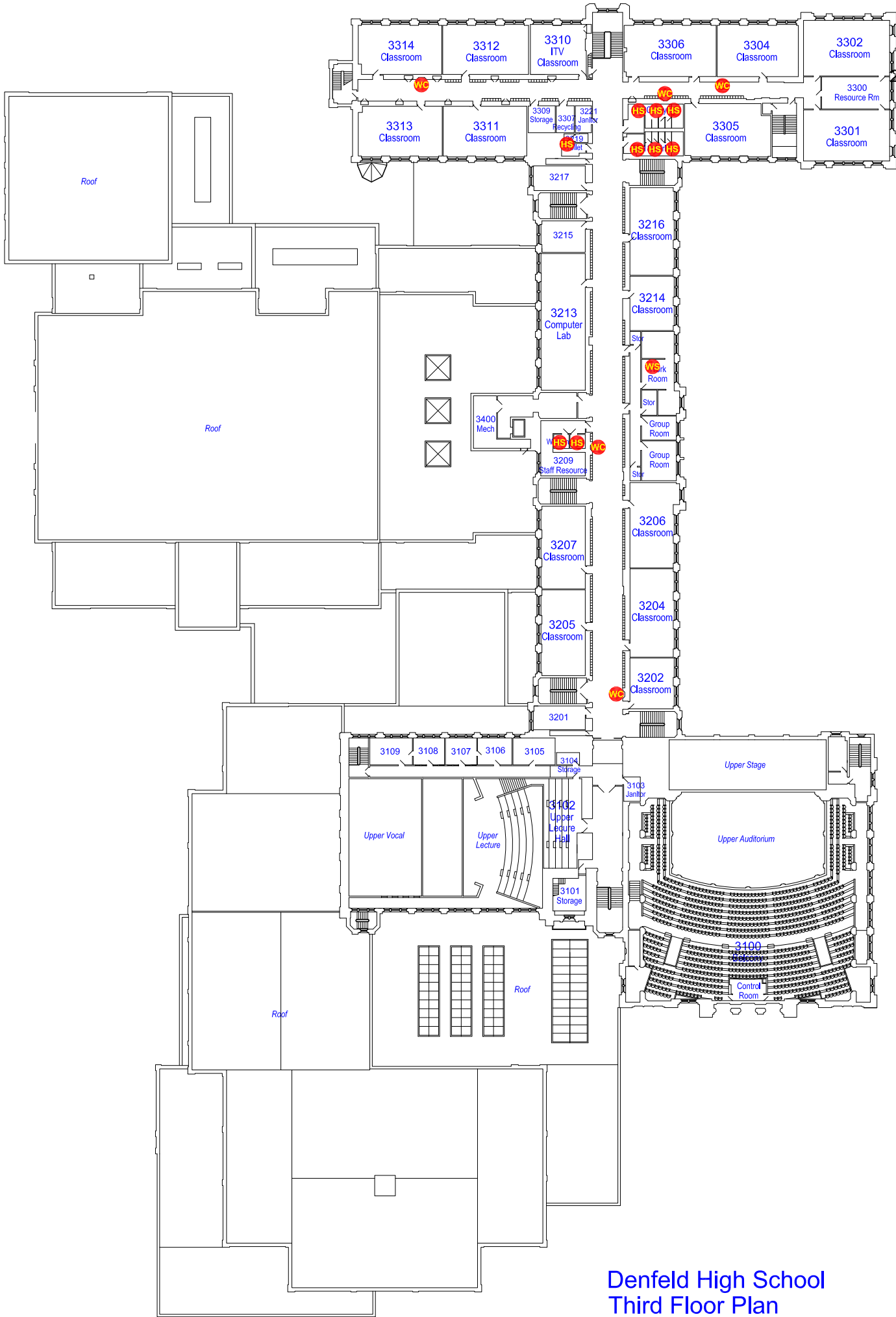
Denfeld High School
Basement Floor Plan



Denfeld High School First Floor Plan



Denfeld High School
Second Floor Plan



Denfeld High School
Third Floor Plan



219 Total

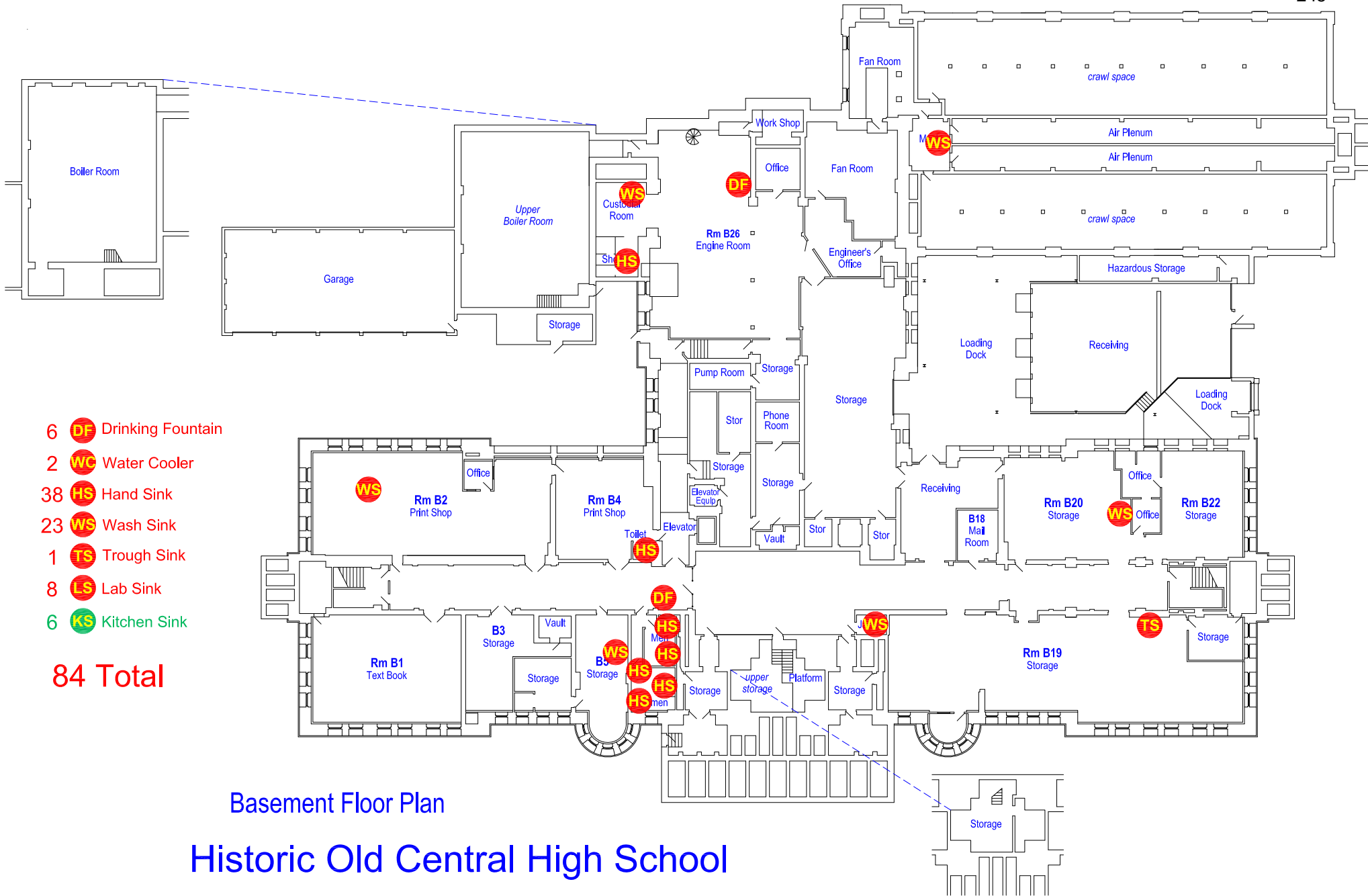
East High School - First Floor Plan



Second Floor Plan



Third Floor Plan



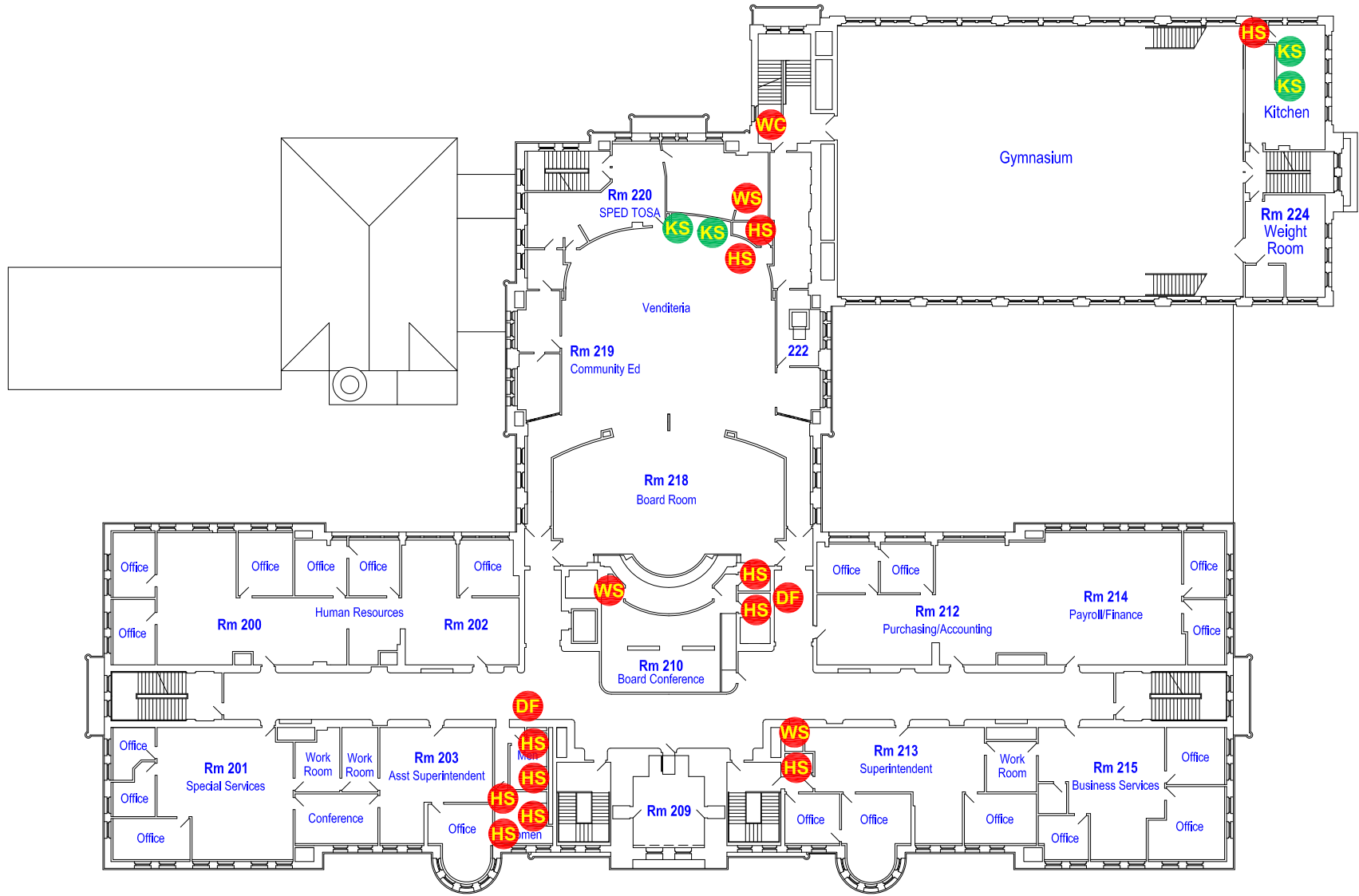
- 6 **DF** Drinking Fountain
- 2 **WC** Water Cooler
- 38 **HS** Hand Sink
- 23 **WS** Wash Sink
- 1 **TS** Trough Sink
- 8 **LS** Lab Sink
- 6 **KS** Kitchen Sink

84 Total

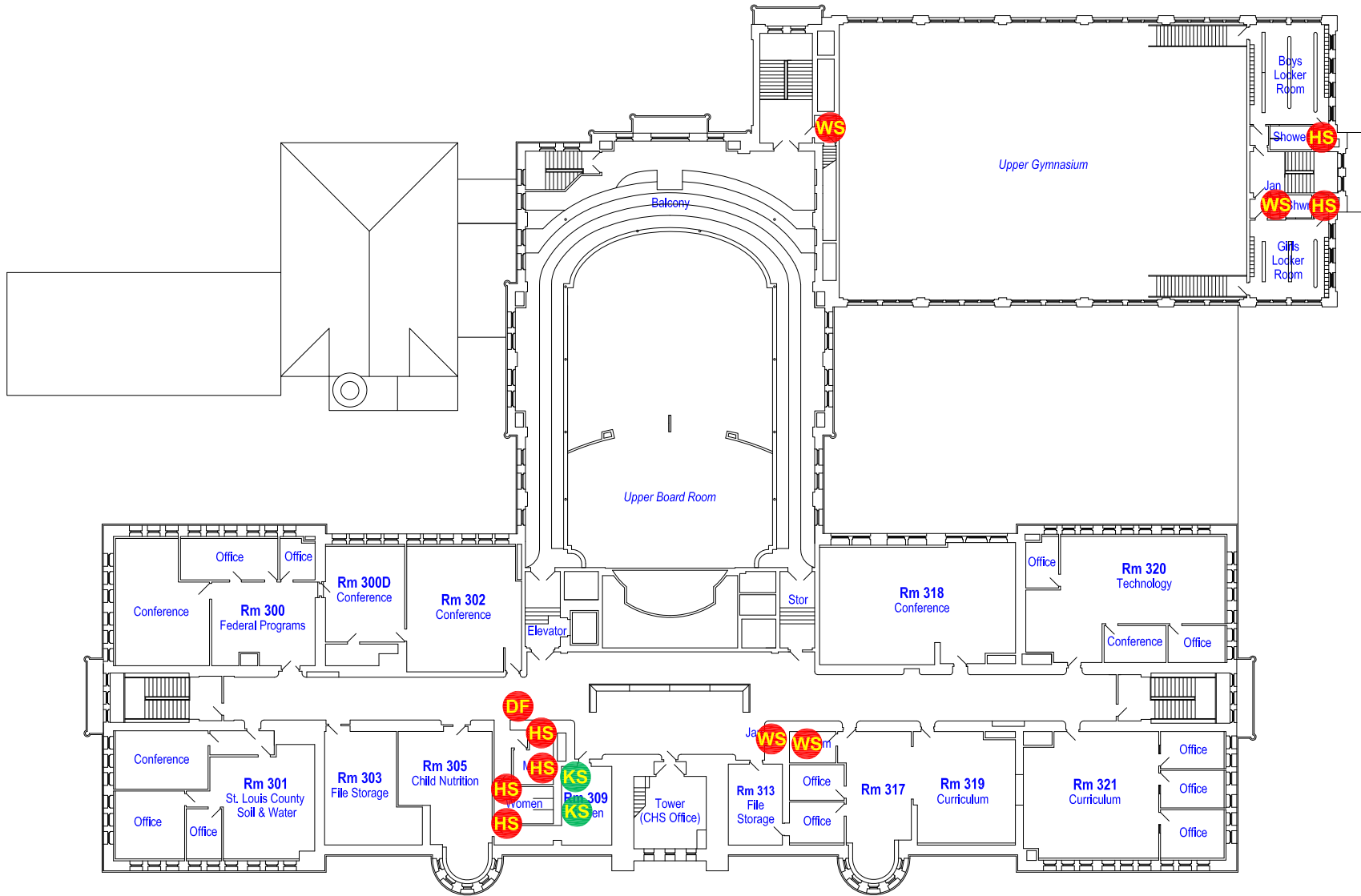
Basement Floor Plan
 Historic Old Central High School



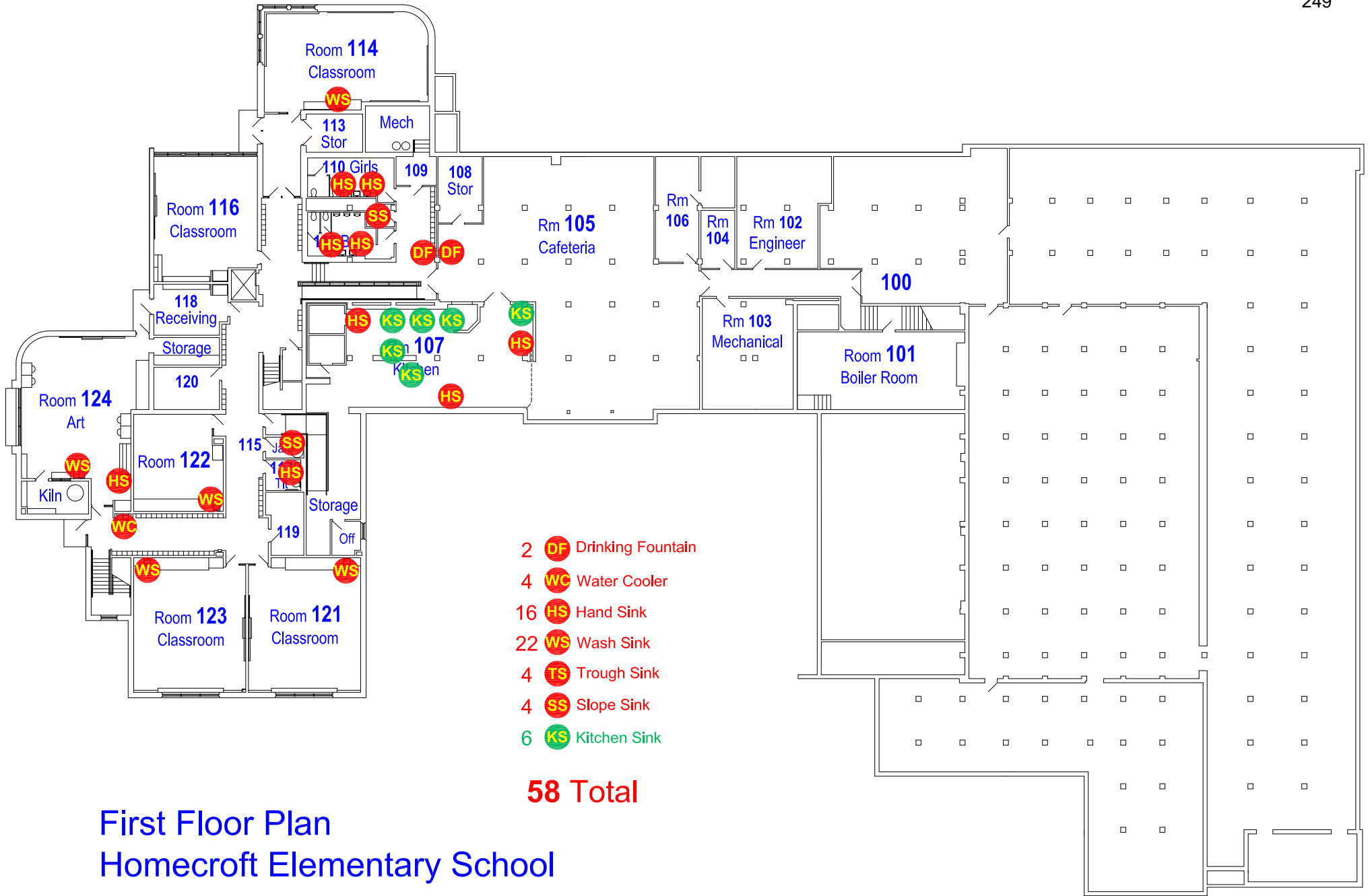
First Floor Plan



Second Floor Plan



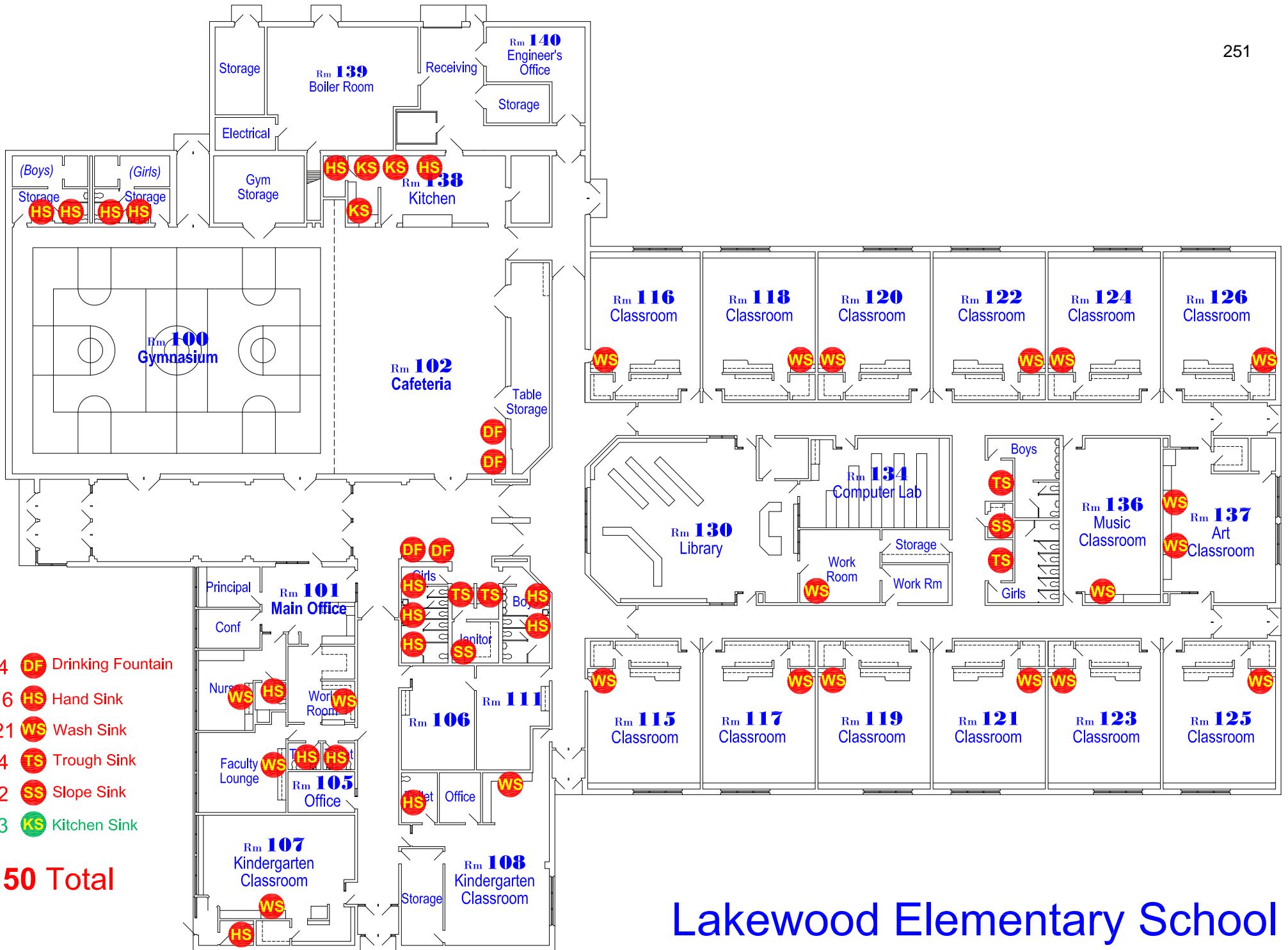
Third Floor Plan



First Floor Plan
Homecroft Elementary School



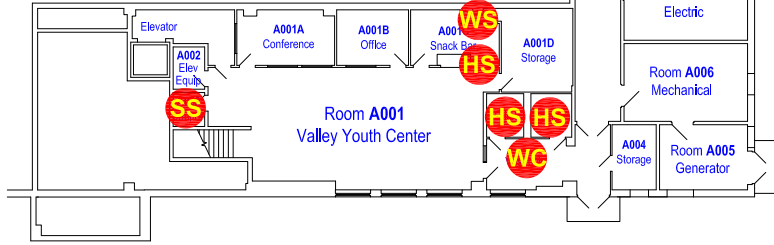
Second Floor Plan



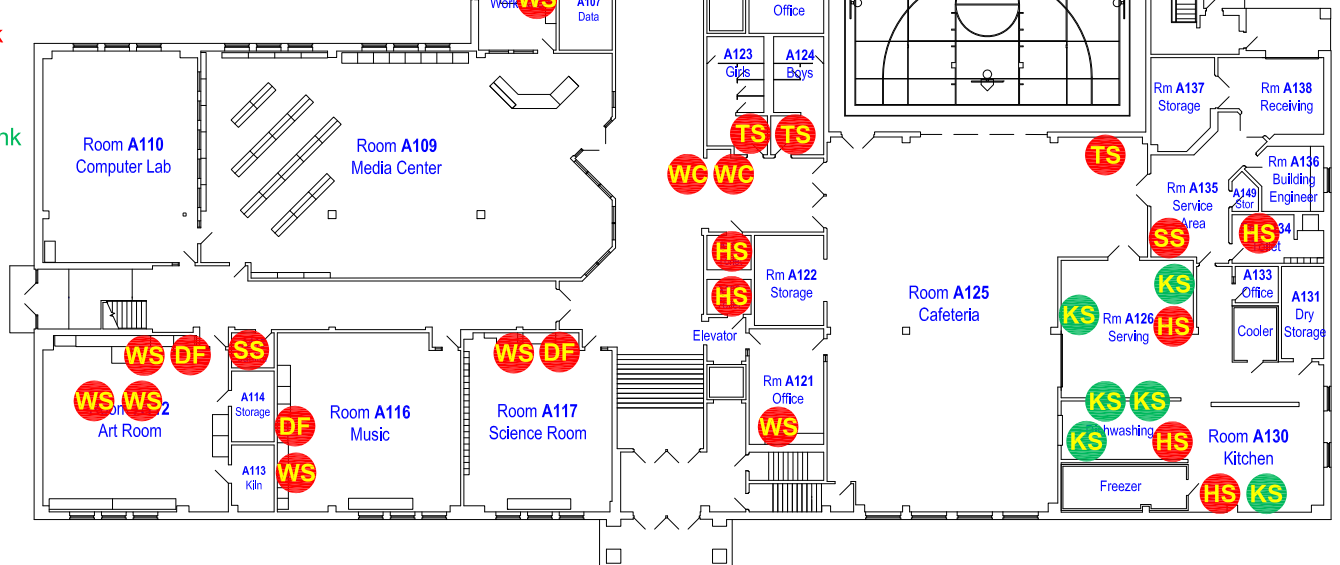
Lakewood Elementary School

Laura MacArthur Elementary School

Ground Floor Plan



First Floor Plan



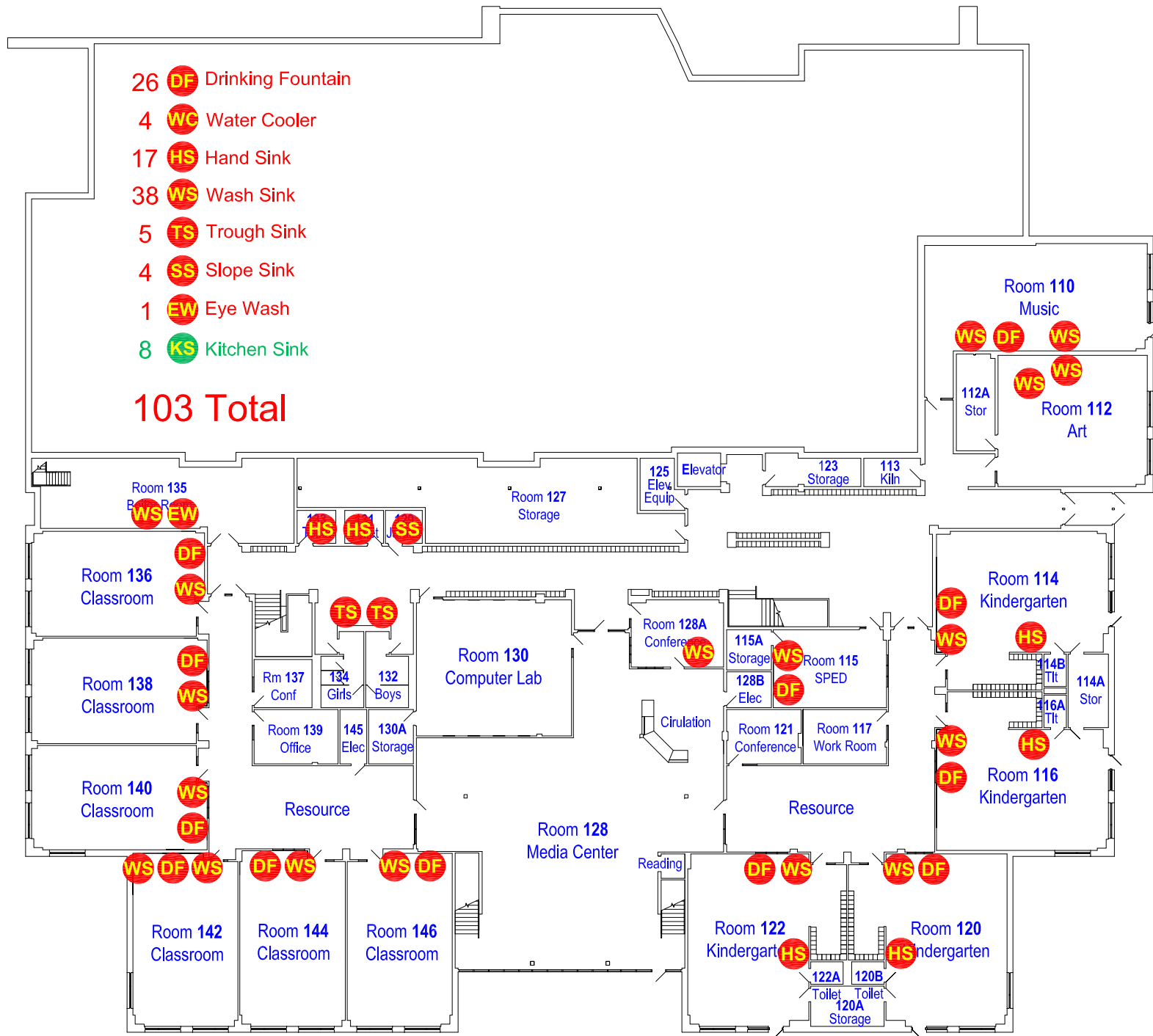
- 35 **DF** Drinking Fountain
 - 11 **WC** Water Cooler
 - 19 **HS** Hand Sink
 - 42 **WS** Wash Sink
 - 9 **TS** Trough Sink
 - 8 **SS** Slope Sink
 - 1 **EW** Eye Wash
 - 6 **KS** Kitchen Sink
- 131 Total**

Laura MacArthur Elementary School



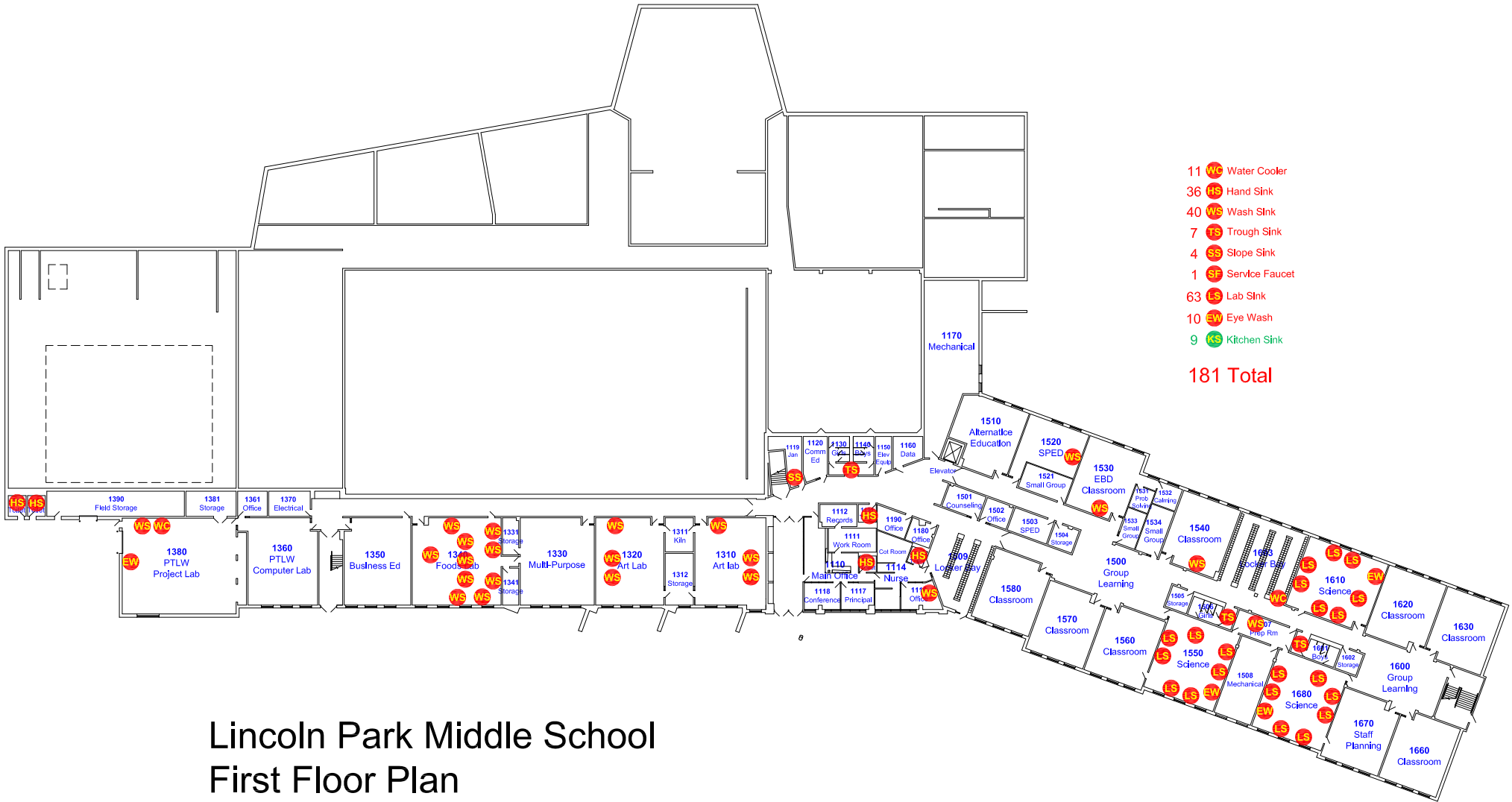
Second Floor Plan

Lester Park Elementary School First Floor Plan

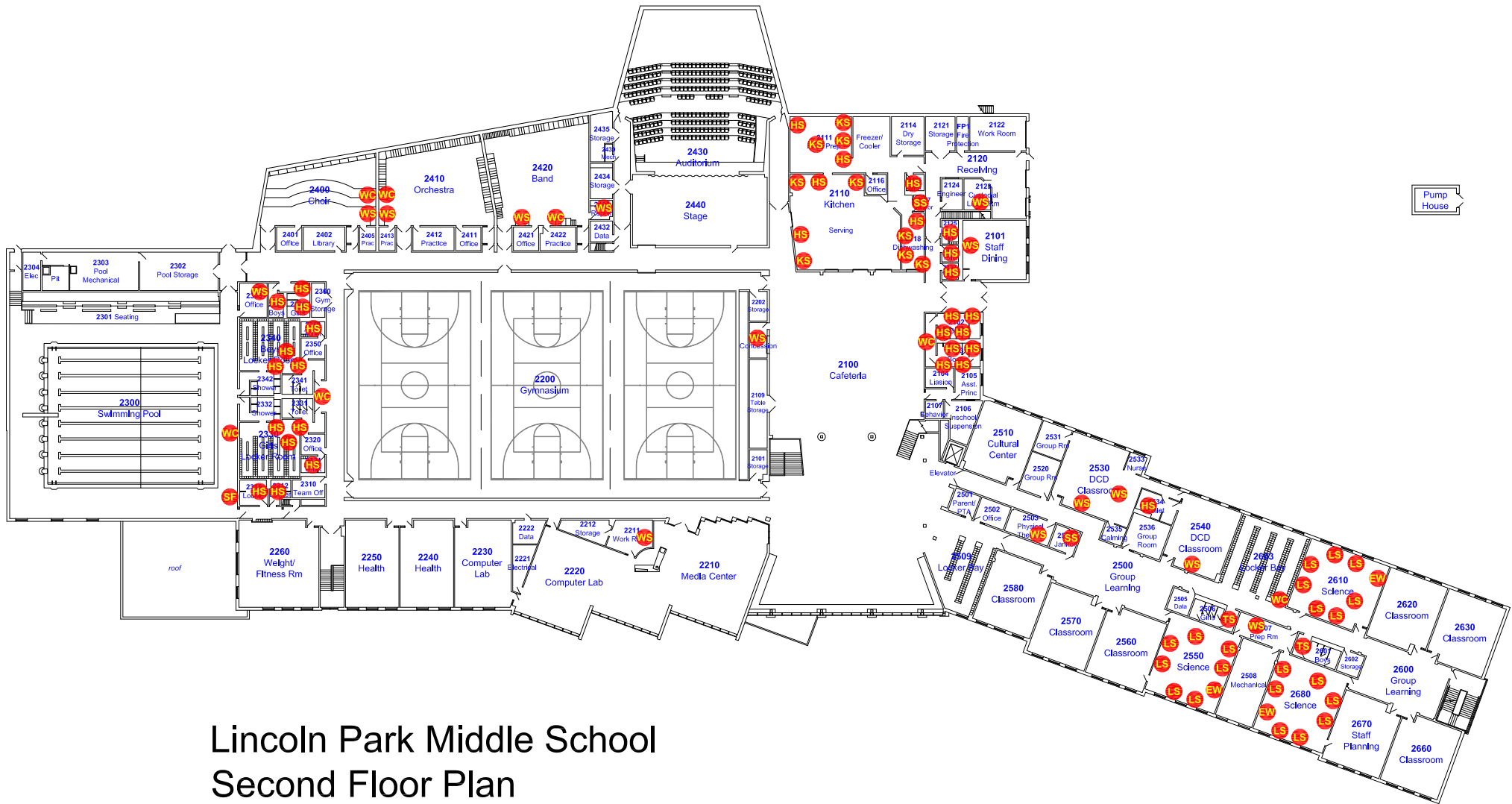


Second Floor Plan

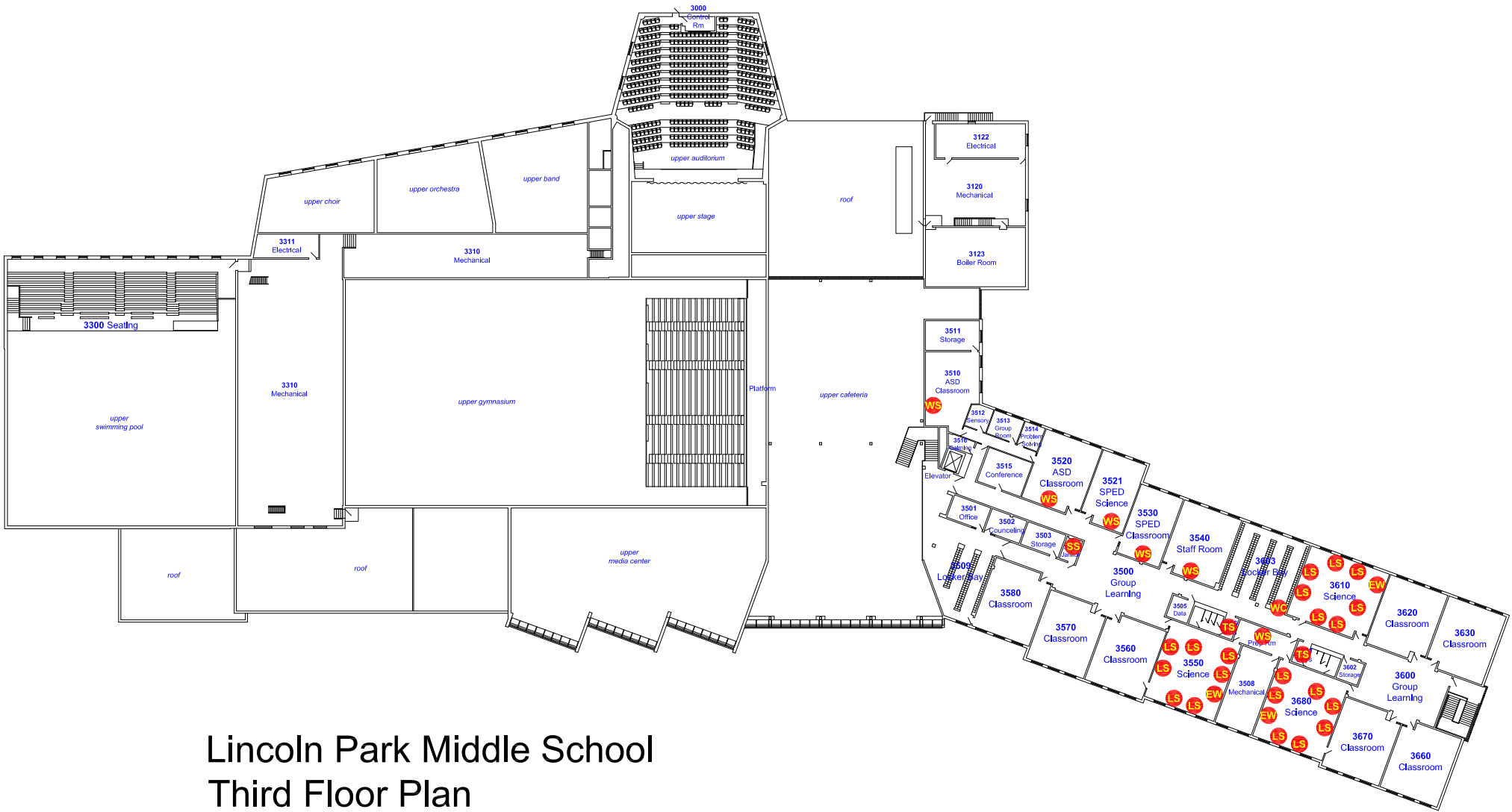




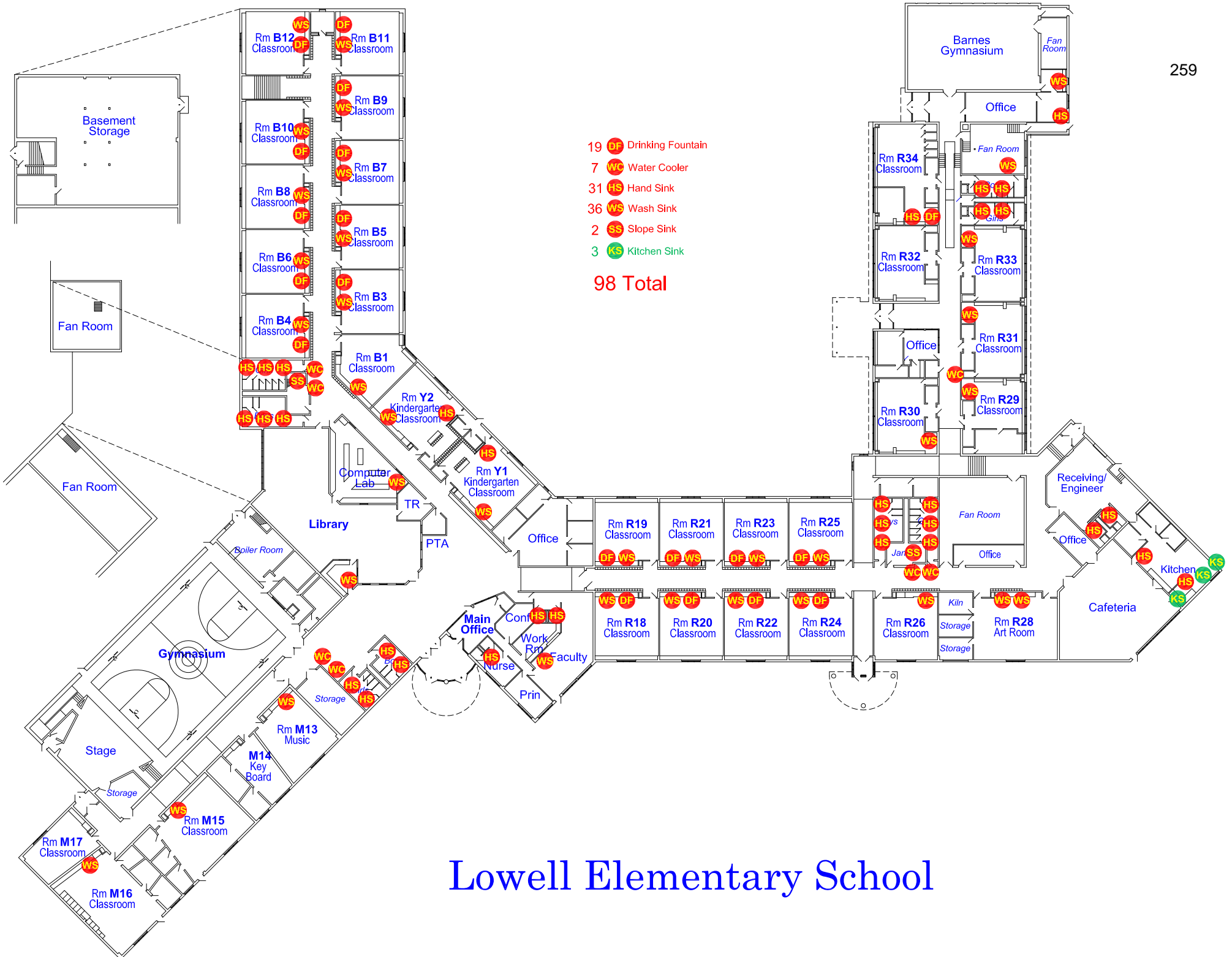
Lincoln Park Middle School
First Floor Plan



Lincoln Park Middle School
Second Floor Plan



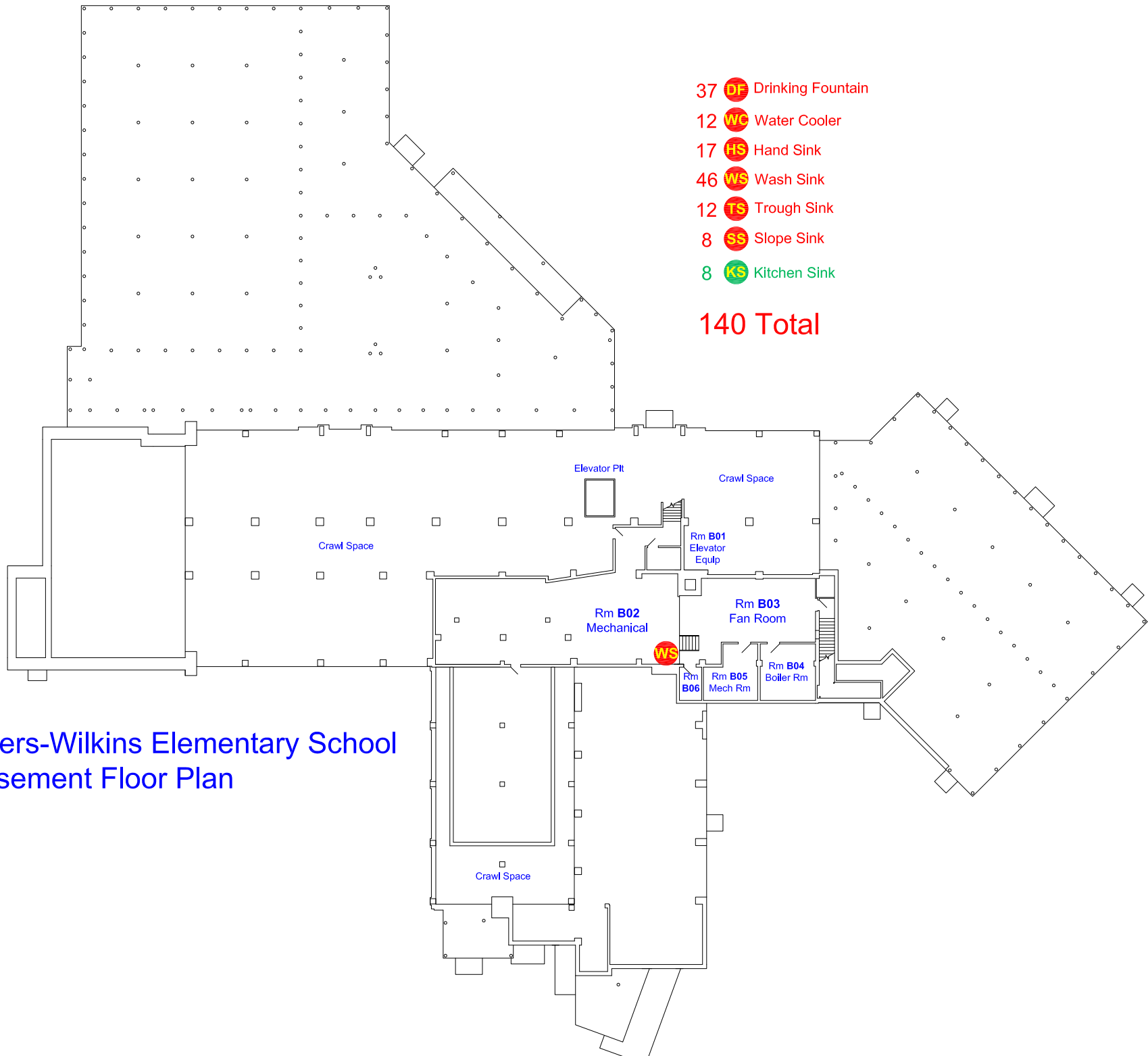
Lincoln Park Middle School
Third Floor Plan



Lowell Elementary School

- 37 **DF** Drinking Fountain
- 12 **WC** Water Cooler
- 17 **HS** Hand Sink
- 46 **WS** Wash Sink
- 12 **TS** Trough Sink
- 8 **SS** Slope Sink
- 8 **KS** Kitchen Sink

140 Total



**Myers-Wilkins Elementary School
Basement Floor Plan**



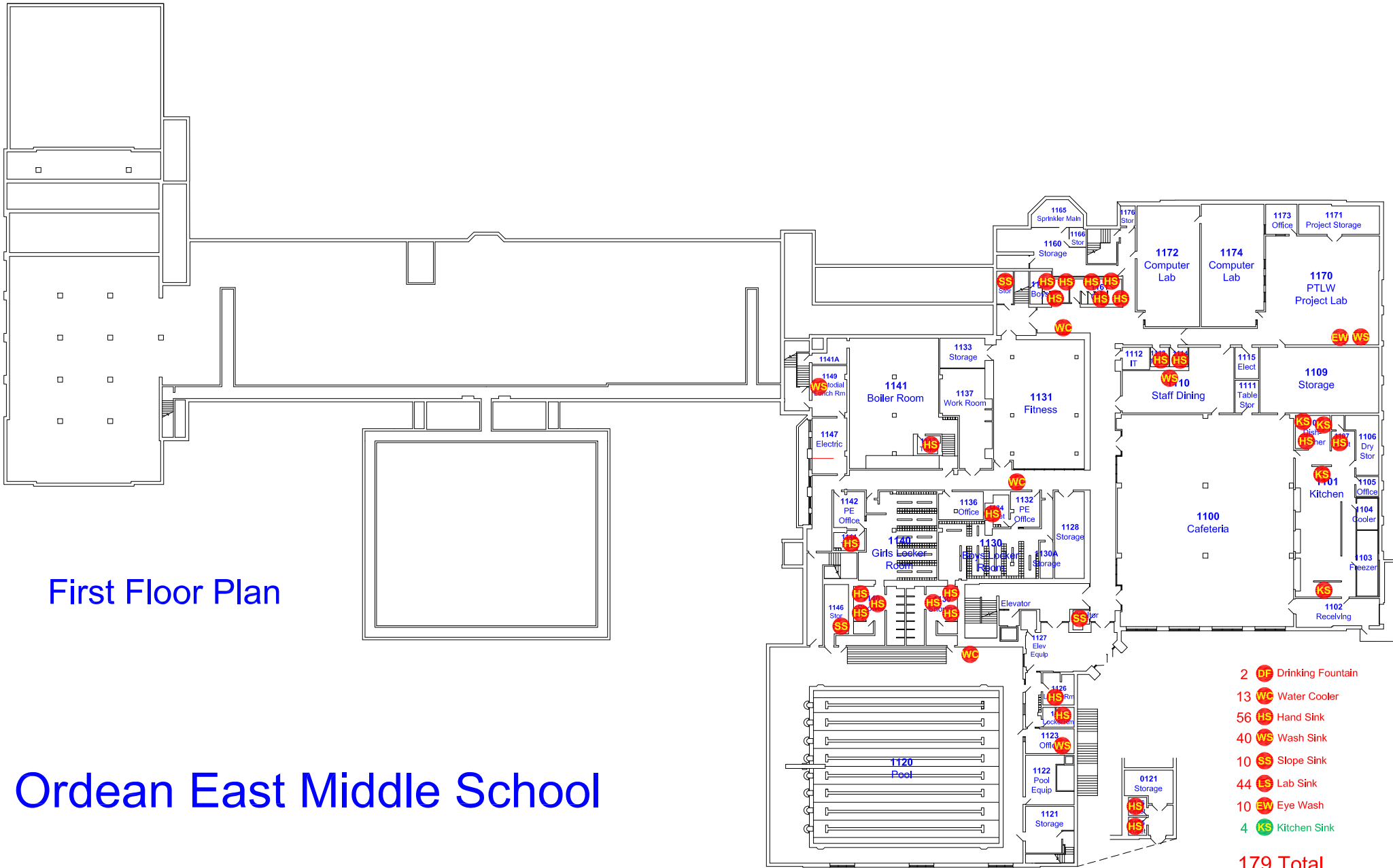
Myers-Wilkins Elementary School
First Floor Plan



Second Floor Plan



Third Floor Plan



First Floor Plan

Ordean East Middle School

- 2 DF Drinking Fountain
 - 13 WC Water Cooler
 - 56 HS Hand Sink
 - 40 WS Wash Sink
 - 10 SS Slope Sink
 - 44 LS Lab Sink
 - 10 EW Eye Wash
 - 4 KS Kitchen Sink
- 179 Total**

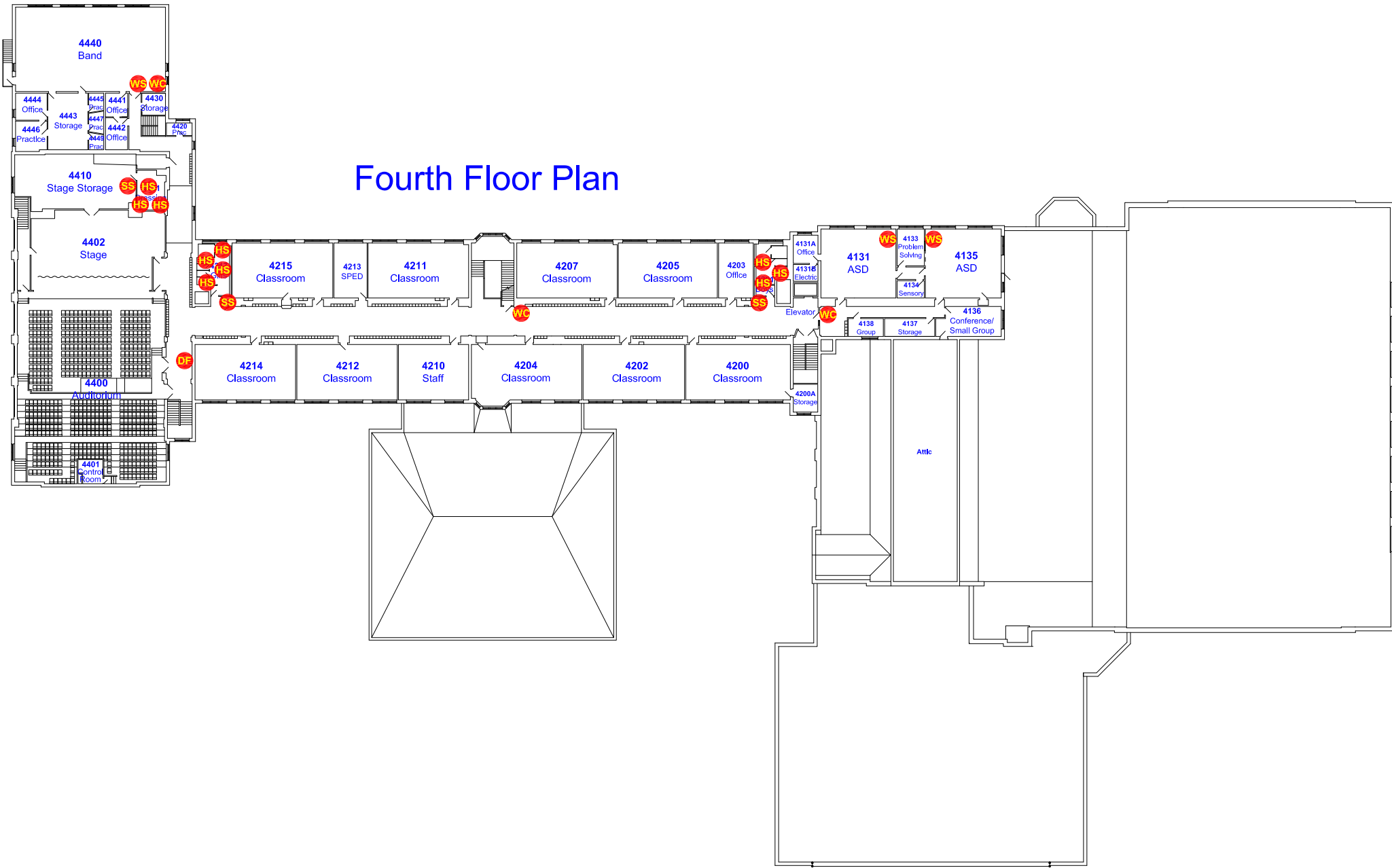
Second Floor Plan



Third Floor Plan

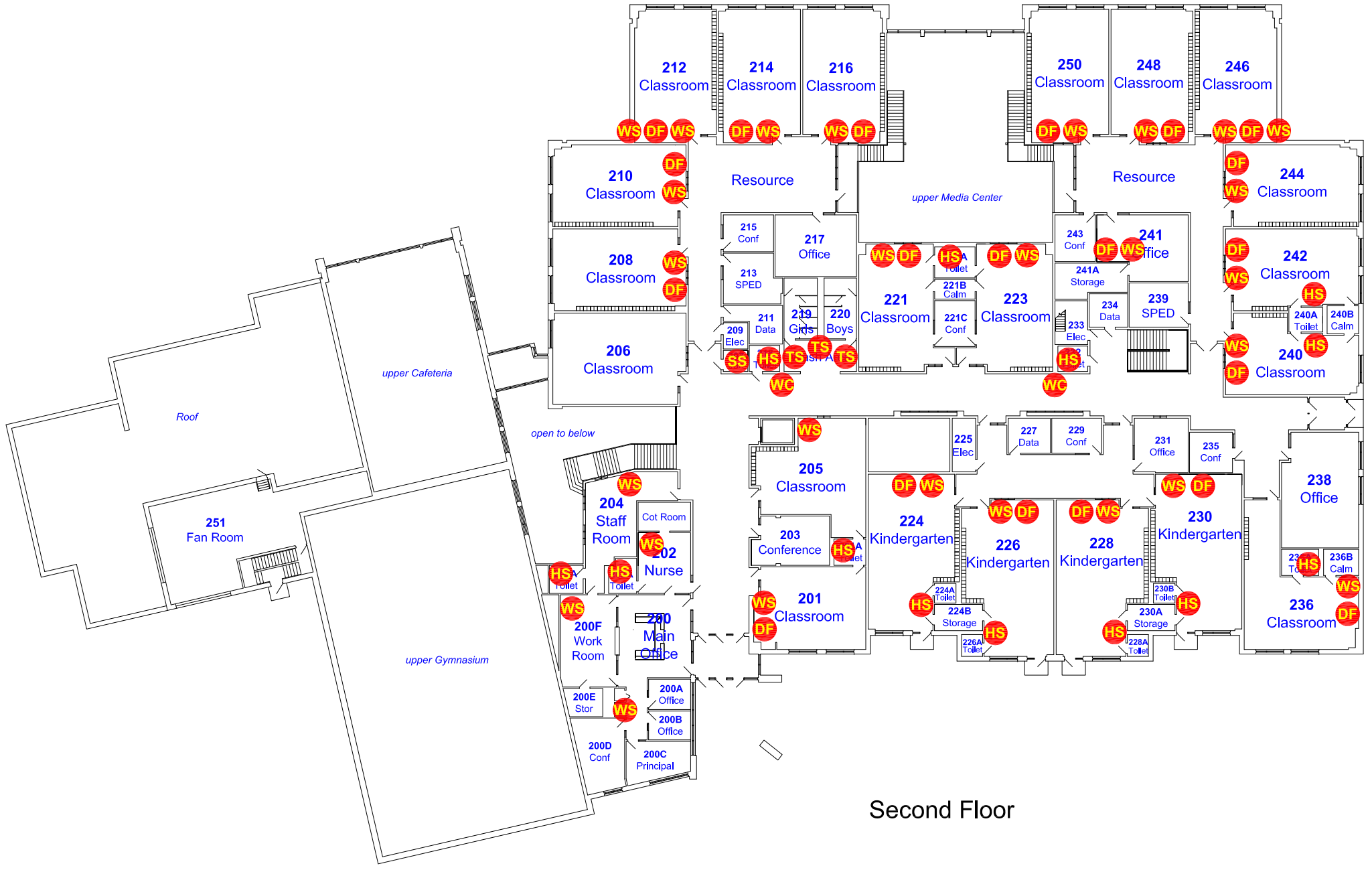


Fourth Floor Plan





Piedmont Elementary School
First Floor



Second Floor

Stowe Elementary School

- 4 WC Water Cooler
- 11 HS Hand Sink
- 34 WS Wash Sink
- 4 TS Trough Sink
- 4 SS Slope Sink
- 4 KS Kitchen Sink

61 Total



Upper Mezzanine

RESOLUTION**Granting Permanent Easement to the City of Duluth for Street
and Utility Purposes at Lower Restormel Alley Near Lincoln Park Middle School**

WHEREAS, Independent School District #709 is the owner of the property in St. Louis County, Minnesota legally described as:

The Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Five (5), Township Forty-Nine (49) North, Range Fourteen (14) West of the Fourth (4th) Principal Meridian, EXCEPT the South Half of the South Half of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (S $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section 5;

WHEREAS, the City of Duluth wishes to obtain a permanent, perpetual and exclusive easement for street and utility purposes over the Property for the benefit of the Property at the cost of One (\$1.00) Dollar to the City; and

WHEREAS, the exact legal description of the permanent, perpetual and exclusive easement is described in the attached agreement, including exhibit attached thereto.

NOW THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota that the permanent, perpetual and exclusive easement for street and utility purposes to the City of Duluth as described on the attached Agreement and Exhibit are hereby approved; and

BE IT FURTHER RESOLVED that the School Board authorizes the School Board Chair to execute the Easement Agreements.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT, entered into this ___ day of _____, 2018, by and **Independent School District #709**, "Grantor," and the **City of Duluth**, a municipal corporation created and existing under the laws of the State of Minnesota, "Grantee":

WITNESSETH:

Whereas, Grantor is the owner of the property in St. Louis County, Minnesota legally described as follows (the "Property"):

The Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE 1/4 of SW 1/4 of NW 1/4) of Section Five (5), Township Forty-Nine (49) North, Range Fourteen (14) West of the Fourth (4th) Principal Meridian, EXCEPT the South Half of the South Half of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (S 1/2 of S 1/2 of NE 1/4 of SW 1/4 of NW 1/4) of said Section 5;

and;

Whereas, Grantor wishes to convey to Grantee, at no cost to Grantee, an easement for road and utility purposes over the Property for the benefit of the Property more particularly described as follows (the "Easement"):

Beginning at the northeast corner of the SW 1/4 of NW 1/4 of Section 5; thence west along the north line of said SW 1/4 of NW 1/4 of Section 5 to the intersection of a line that is 35.00 feet distant from and parallel with the east line of said SW 1/4 of NW 1/4 of Section 5; thence south along said parallel line 80.00 feet to a point; thence southeasterly to a point on the east line of said SW 1/4 of NW 1/4 of Section 5 that is 115.00 feet south of said northeast corner of said SW 1/4 of NW 1/4 of Section 5 to a point; thence north along the east line of said SW 1/4 of NW 1/4 of Section 5 a distance of 115.00 feet to the point of beginning.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does grant, sell, bargain and convey to Grantee the Easement in trust for the general public, a permanent, perpetual and exclusive easement for road and utility purposes.

The easement intended to be granted is more clearly shown on **Exhibit A** attached hereto and made a part hereof.

INDEPENDENT SCHOOL DISTRICT #709

By: _____
Name: David Kirby
Title: Chair

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

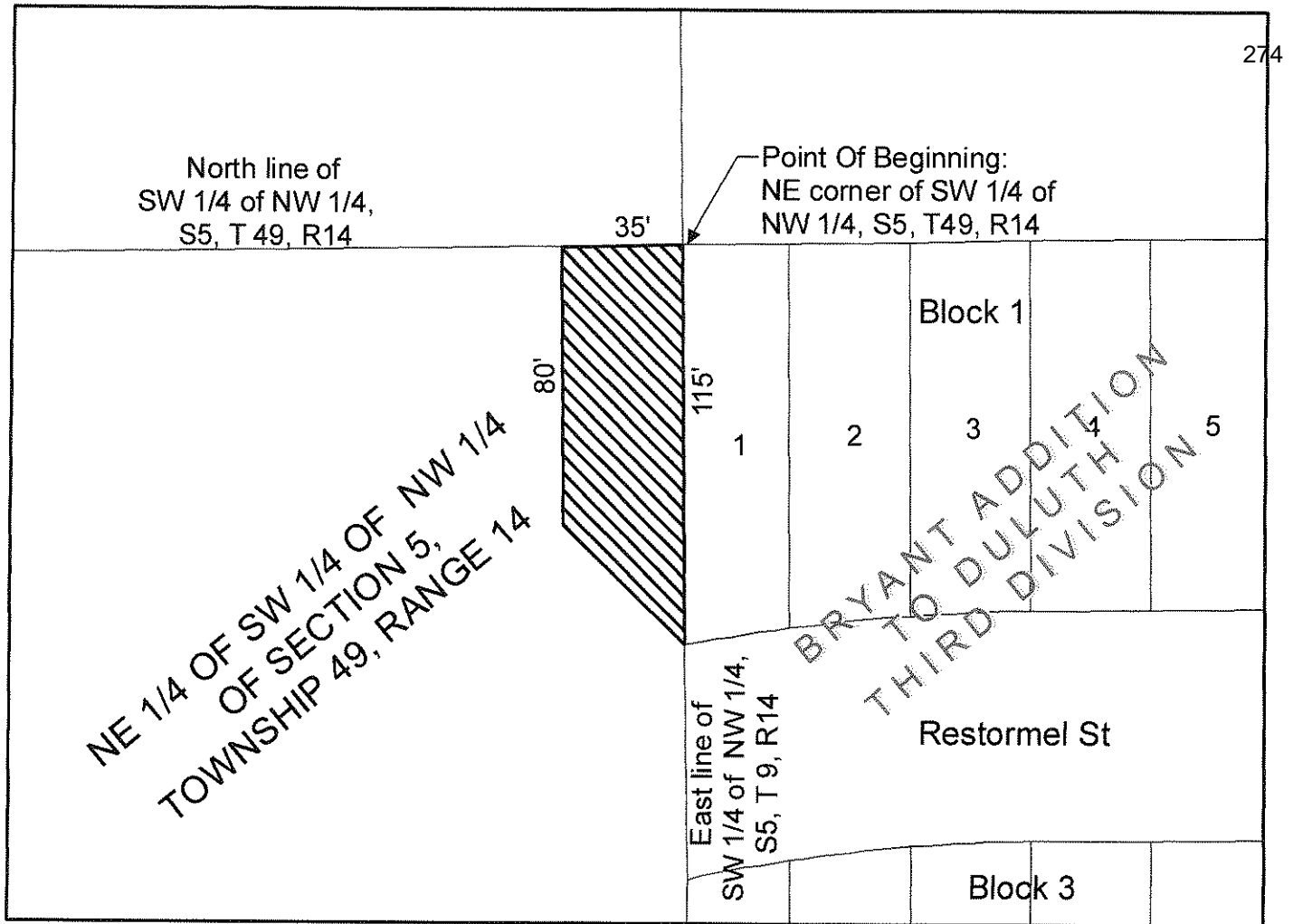
The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by David Kirby, the Chair of the Board of Independent School District #709, a public corporation and political subdivision under the laws of Minnesota on behalf of the corporation.

Notary Public

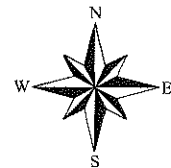
This instrument drafted by:

Robert E. Asleson
Assistant City Attorney
City of Duluth
411 W. 1st St.
Room 411 City Hall
Duluth, MN 55802
(218)730-5490

Exhibit A



Easement



A Road and Utility Easement over that part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE 1/4 of SW 1/4 of NW 1/4) of Section Five (5), Township Forty-Nine (49) North, Range Fourteen (14) West of the Fourth (4th) Principal Meridian, except the South Half of the South Half of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (S 1/2 of S 1/2 of NE 1/4 of SW 1/4 of NW 1/4) of said Section Five (5), described as follows:

Beginning at the northeast corner of the SW 1/4 of NW 1/4 of Section 5; thence west along the north line of said SW 1/4 of NW 1/4 of Section 5 to the intersection with a line that is 35.00 feet distant from and parallel with the east line of said SW 1/4 of NW 1/4 of Section 5; thence south along said parallel line 80.00 feet to a point; thence southeasterly to a point on the east line of said SW 1/4 of NW 1/4 of Section 5 that is 115.00 feet south of said northeast corner of said SW 1/4 of NW 1/4 of Section 5 to a point; thence north along the east line of said SW 1/4 of NW 1/4 of Section 5 a distance of 115.00 feet to the point of beginning.

[Signature]
 APPROVED BY CITY ENGINEER

8-4-17
 DATE



City of Duluth

275

411 West First Street
Duluth, Minnesota
55802

Certified Copy

Resolution: 18-0396R

File Number: 18-0396R

RESOLUTION ACCEPTING A PERMANENT EASEMENT FOR ROAD AND UTILITY PURPOSES FROM INDEPENDENT SCHOOL DISTRICT #709.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to accept a permanent easement for road and utility purposes over real property as described on the Easement Agreement attached as Attachment 1 from Independent School District #709, Grantor, over the following described property in St. Louis County, Minnesota as depicted on Exhibit A to Attachment 1:

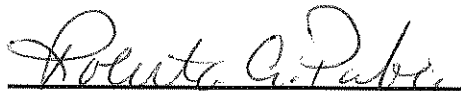
Beginning at the northeast corner of the SW 1/4 of the NW 1/4 of Section 5; thence west along the north line of said SW 1/4 of NW 1/4 of Section 5 to the intersection of a line that is 35.00 feet distant from and parallel with the east line of said SW 1/4 of NW 1/4 of Section 5; thence south along said parallel line 80.00 feet to a point; thence southeasterly to a point on the east line of said SW 1/4 of NW 1/4 of Section 5 that is 115.00 feet south of said northeast corner of said SW 1/4 of NW 1/4 of Section 5 to a point; thence north along the east line of said SW 1/4 of NW 1/4 of Section 5 a distance of 115.00 feet to the point of beginning.

This Resolution was adopted unanimously.

I, Jeffery J. Cox, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 5/14/2018, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

Assistant City Clerk





Date Certified

RESOLUTION**Granting Permanent Easement to the City of Duluth for Street
and Utility Purposes at Upper Restormel Alley Near Lincoln Park Middle School**

WHEREAS, Independent School District #709 is the owner of the property in St. Louis County, Minnesota legally described as:

The North Half of the East Half of the West Half of the Northwest Quarter (N ½ of E ½ of W ½, NW ¼) of Section Five (5), Township Forty-Nine (49) North, Range Fourteen (14) West of the Forth (4th) Principal Meridian

WHEREAS, the City of Duluth wishes to obtain a permanent, perpetual and exclusive easement for street and utility purposes over the Property for the benefit of the Property at the cost of One (\$1.00) Dollar to the City; and

WHEREAS, the exact legal description of the permanent, perpetual and exclusive easement is described in the attached agreement, including exhibit attached thereto.

NOW THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota that the permanent, perpetual and exclusive easement for street and utility purposes to the City of Duluth as described on the attached Agreement and Exhibit are hereby approved; and

BE IT FURTHER RESOLVED that the School Board authorizes the School Board Chair to execute the Easement Agreements.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT, entered into this ___ day of _____, 2018, by **Independent School District #709**, "Grantor," and the **City of Duluth**, a municipal corporation created and existing under the laws of the State of Minnesota, "Grantee":

WITNESSETH:

Whereas, Grantor is the owner of the property in St. Louis County, Minnesota legally described as follows (the "Property"):

The North Half of the East Half of the West Half of the Northwest Quarter (N 1/2 of E 1/2 of W 1/2 of NW 1/4) of Section Five (5), Township Forty-Nine (49) North, Range Fourteen (14) West of the Fourth (4th) Principal Meridian

and;

Whereas, Grantor wishes to convey to the Grantee, at no cost to Grantee, an easement for road and utility purposes over the Property for the benefit of the Property more particularly described as follows (the "Easement"):

Beginning at the southeast corner of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5; thence north 30.00 feet along the east line of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5 to a point; thence southwesterly to a point on the south line of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5 that is 35.00 feet west of said southeast corner; thence east 35.00 feet along the south line of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5 to the point of beginning.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does grant, sell, bargain and convey to Grantee the Easement in trust for the general public a permanent, perpetual and

exclusive easement for road and utility purposes.

The easement intended to be granted is more clearly shown on **Exhibit A** attached hereto and made a part hereof.

INDEPENDENT SCHOOL DISTRICT #709

By: _____
Name: David Kirby
Title: Chair

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by David Kirby, the Chair of the Board of Independent School District #709, a public corporation and political subdivision under the laws of Minnesota on behalf of the corporation.

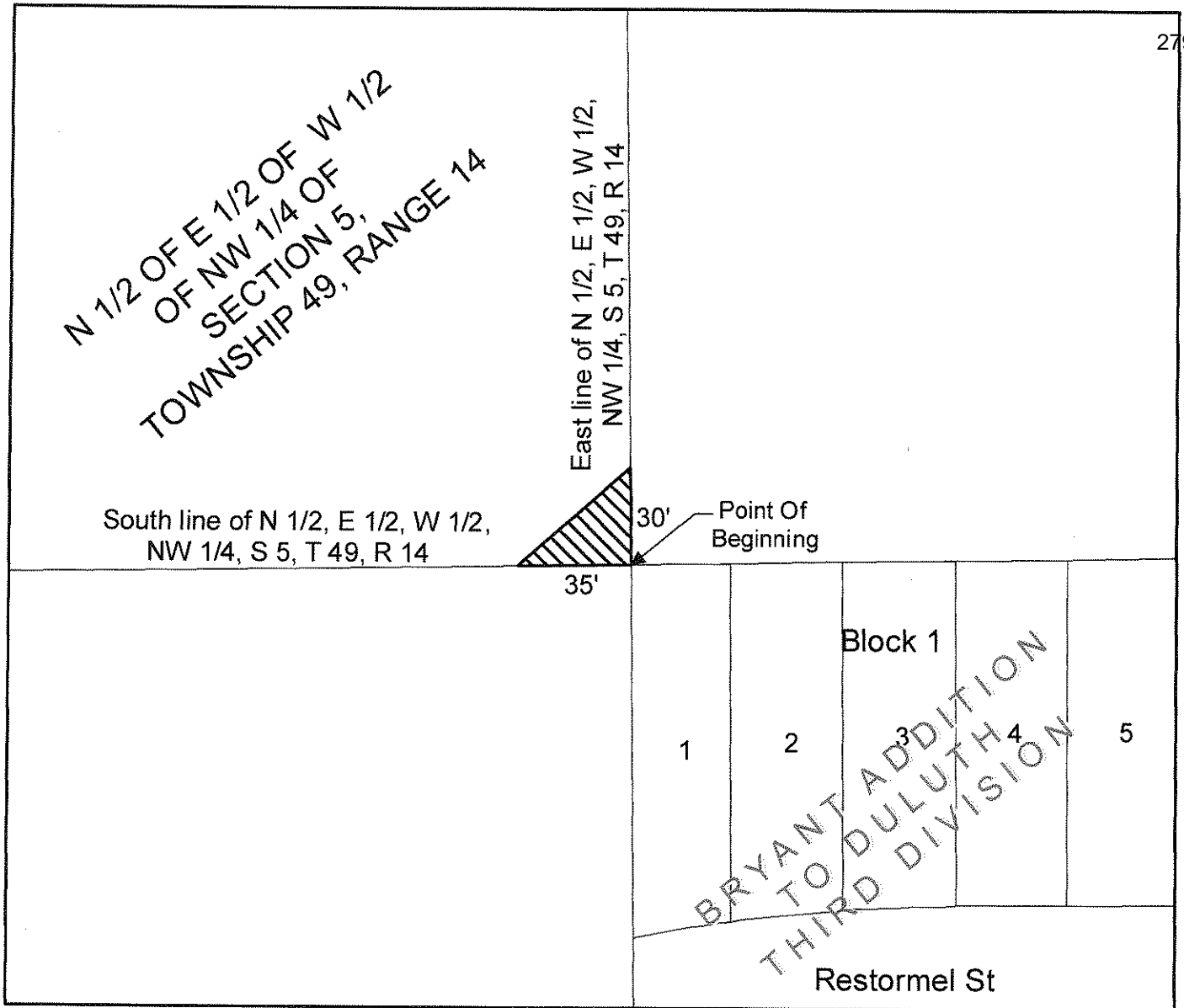
Notary Public

This instrument drafted by:

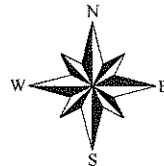
Robert E. Asleson
Assistant City Attorney
City of Duluth
411 W. 1st St.
Room 411 City Hall
Duluth, MN 55802
(218)730-5490

Exhibit A

279



Easement



A Road and Utility Easement over that part of the North Half of the East Half of the West Half of the Northwest Quarter (N 1/2 of E 1/2 of W 1/2 of NW 1/4) of Section Five (5), Township Forty-Nine (49) North, Range Fourteen (14) West of the Fourth (4th) Principal Meridian, described as follows:

Beginning at the southeast corner of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5; thence north 30.00 feet along the east line of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5 to a point; thence southwesterly to a point on the south line of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5 that is 35.00 feet west of said southeast corner; thence east 35.00 feet along the south line of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5 to the point of beginning.

[Signature]

APPROVED BY CITY ENGINEER

8-4-17

DATE



City of Duluth

280

411 West First Street
Duluth, Minnesota
55802

Certified Copy

Resolution: 18-0395R

File Number: 18-0395R

RESOLUTION ACCEPTING A PERMANENT EASEMENT FOR ROAD AND UTILITY PURPOSES
FROM INDEPENDENT SCHOOL DISTRICT #709.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to accept a permanent easement for road and utility purposes over real property as described on the Easement Agreement attached as Attachment 1 from Independent School District #709, Grantor, over the following described property in St. Louis County, Minnesota as depicted on Exhibit A to Attachment 1:

Beginning at the southeast corner of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5; thence north 30.00 feet along the east line of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5 to a point; thence southwesterly to a point on the south line of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5 that is 35.00 feet west of said southeast corner; thence east 35.00 along the south line of said N 1/2 of E 1/2 of W 1/2 of NW 1/4 of Section 5 to the point of beginning.

This Resolution was adopted unanimously.

I, Jeffery J. Cox, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 5/14/2018, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

Assistant City Clerk

Roberta A. P. Kozak

5-22-18

Date Certified

**2018-2019 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

RESOLVED, that the Governing Board of School District Number 709, County of St Louis, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high school(s) listed below (name all high schools in the district):

Duluth East High School
Denfeld High School

is/are authorized by this, the Governing Board of said school district or school to:

1. Make new application for membership in the Minnesota State High School League; School Enrollment (9-12):
OR;
 X Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

~~**FURTHER RESOLVED**, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.~~

Signing the Resolution for Membership affirms that this Governing Board has reviewed the WHY WE PLAY training video which defines the purpose of education-based athletic and activity programs and will assist school communities in communicating a shared common language as it relates to the value of these said programs.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: _____ Signed: _____
Clerk/Secretary - Local Governing Board Superintendent or Head of School

Date: _____ Date: _____

District Office Address, City, Zip: 215 N. 1st Ave E., Duluth, MN 55802

School Superintendent's Phone: 218-336-8752 School Superintendent's Email: william.gronseth@isd709.org

RETURN ONE COPY TO THE MSHSL NOT LATER THAN AUGUST 31, 2018
Retain one copy for the school files.

*OK DH
5/30/18*

(over)

**2018-2019 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the schools membership in the MSHSL.

Please complete and return this form with your school's 2018-2019 Resolution for Membership. If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

Duluth East High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Jill Lofald

Designated School Board Member
(Please Print)

jill.lofald@isd709.org

Email Address

Shawn Roed

Designated School Representative
(Please Print)

shawn.roed@isd709.org

Email Address

208.02 ACTIVITY REPRESENTATIVES

Shawn Roed

Boys' Sports
(Please Print)

Shawn Roed

Speech
(Please Print)

Shawn Roed

*Mailing Representative (Please Print)

Shawn Roed

Girls' Sports
(Please Print)

Shawn Roed

Music
(Please Print)

* The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings or email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member (Please Print)

Student (Please Print)

Parent (Please Print)

Faculty Member (Please Print)

**2018-2019 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

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One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the schools membership in the MSHSL.

Please complete and return this form with your school's 2018-2019 Resolution for Membership. If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

Denfeld High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Jill Lofald

Designated School Board Member
(Please Print)

jill.lofald@isd709.org

Email Address

Tom Pearson

Designated School Representative
(Please Print)

tom.pearson@isd709.org

Email Address

208.02 ACTIVITY REPRESENTATIVES

Tom Pearson

Boys' Sports
(Please Print)

Tom Pearson

Speech
(Please Print)

Tom Pearson

*Mailing Representative (Please Print)

Tom Pearson

Girls' Sports
(Please Print)

Tom Pearson

Music
(Please Print)

* The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings or email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member (Please Print)

Student (Please Print)

Parent (Please Print)

Faculty Member (Please Print)

MEMO

To: School Board

From: Douglas A. Hasler, CFO *DH*

Date: June 8, 2018

Re: Resolution to Convert Voter Approved Referendum Authority

You will find a resolution included in the packet for the Monday Business Committee meeting that would convert voter approved referendum authority to board approved referendum authority. To best understand this resolution, I think it would be helpful to review some of our history going back to the most recent referendum in November 2013.

Two separate referendum questions were on the November 2013 ballot, and both were approved. The total value of these two operating referendum questions was \$795.78 per pupil unit. Subsequent to the approval of these referendum questions, Minnesota statute was amended to create what is called a “local optional revenue allowance” (“LOA”). The LOA created levy authority for all Minnesota school districts in the amount of \$424 per pupil unit. For Duluth Public Schools, the LOA did not represent additional levy authority, but rather converted a portion of the voter approved referendum authority that was then in place. Since that time, our voter approved operating referendum levy authority is considered to be \$371.78, and our LOA is \$424.00. The LOA went into effect for Minnesota school districts without the requirement of a local referendum vote, and remains in effect without any required action on the part of a school district.

Similar to LOA levy authority, Minnesota school districts may enact up to \$300 (per pupil unit) of “board created” referendum authority through board approval of a resolution. Such authority is effective through board action alone, and is not subject to a referendum vote. Such levy authority may remain in effect for a period of up to five (5) years, but may then be renewed. Similar to the LOA, “board created” levy authority of up to \$300 can be authorized so that it does not increase our total levy authority, but rather shifts, or converts it from what is currently recognized as voter approved referendum authority.

Adoption of the resolution by the School Board would become effective with the 2018 pay 2019 levy (which will fund our fiscal year 2020 budget). This would result in \$424 of an LOA levy, and \$300 of board created levy, totaling \$724.00 per pupil unit. You will note that this total levy authority is \$71.78 per pupil unit lower than our current levy authority of \$795.78. Maintaining, or increasing, our current levy authority for fiscal year 2020 would require a voter approved referendum of at least \$71.78 per pupil unit in November 2018.

I recommend your approval of the proposed resolution in the June 19th Board meeting.

RESOLUTION**Converting Voter Approved Referendum Authority
To A Board Approved Referendum Authority**

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

1. Current Authority. The District has a current voter approved referendum authority that is estimated to be \$371.78 per adjusted pupil unit for fiscal year 2019, after the local option revenue subtraction and after preliminary adjustment by the Minnesota Department of Education in compliance with Minnesota Statutes, Section 126C.17, as amended.
2. Conversion of Referendum Authority. Pursuant to Minnesota Statutes, Section 126C.17, subdivision 9a, the Board hereby determines to convert \$300.00 per adjusted pupil unit of its voter approved referendum authority which expires after taxes payable in 2018 to a Board approved referendum authority of approximately \$300.00 per adjusted pupil unit. This authority shall be further adjusted based on final pupil unit data and it is the intention of the Board to convert the maximum authority for which it is eligible, not to exceed \$300 per adjusted pupil unit. This Board approved referendum authority, as adjusted, shall be applicable for 5 years, beginning with taxes payable in 2019. The Board may subsequently reauthorize the Board approved referendum authority in increments of up to five years.
3. The clerk is authorized and directed to submit a copy of the adopted resolution to the Minnesota Department of Education as soon as reasonably practicable after its adoption, but in no event later than September 30, 2018.

RESOLUTION
Adoption of the Fiscal Year 2019 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County,
State of Minnesota, that the fiscal year 2019 budget as presented to the School Board, be adopted.

**Expenditure Contracts Signed
May 2018**

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

Name	Amount (or Not to Exceed)	Source	Description
Duluth Community School Collaborative (DCSC)	\$17,500.00	Asst Supt	Out of school time programming (fully funded by grant)
First Witness Child Advocacy Center	\$5,000.00	Asst Supt	Classroom presentations and parent education
CPM Educational Program	\$2,000.00	Curriculum	Textbook pilot
Winonah Ojanen	\$6,000.00	Curriculum	Develop, write, and implement Ojibwe language curriculum for grades K-4
Horizon Commercial Pool Supply	\$20,150.00	Facilities	Pool maintenance at Lincoln Park Middle School
William Durbin	\$350.00	Lincoln Park MS	Author appearance
North Shore Scenic Railroad	\$300.00	Lester Park Elementary	Field Trip
MSDS Online	\$8,697.00	Safety	Material safety data sheets
ARCC	\$1,900.80	Technology	E-Rate Support
Infinite Campus	\$12,088.00	Technology	Online Registration Prime

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of June, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service. This Agreement shall be deemed to be effective as of July 1st, 2018 and shall remain in effect until June 30th, 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.

Program Description:

Provide Out-of-School-Time programming at Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High School with a focus on STEM programming and reducing barriers to transportation. Activities will include at least 15 clubs offered across three school sites.

Goals:

- 1) Engaging OST programming is accessible to participants at all Community School Sites.
- 2) Increase opportunities for student engagement with STEM learning through OST programming.

3. Reimbursement. In consideration of the performance of the Contractor and 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 \$17,500. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. Requests for Reimbursement.

Payment: In consideration of the performance of Partners of their obligations pursuant to this Agreement, District agrees to reimburse the Collaborative for services and expenses in performing said obligations as detailed in the Student Support and Academic Enrichment Grant and approved budget. Payment will occur monthly.

Requests for Reimbursement: The Collaborative shall request reimbursement using the Collaborative's official invoice. This invoice must be submitted within 30 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. 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.

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of May, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and **First Witness Child Advocacy Center**, 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.** Safe and Strong Child© (Classroom Presentations and Parent Education)
3. **Background Check.** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$5,000.00 (five thousand dollars and no cents)**. 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 the Assistant Superintendent, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail care of **First Witness Child Advocacy Center, 4 West 5th St, Duluth, MN 55806.**

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

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

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

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

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

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

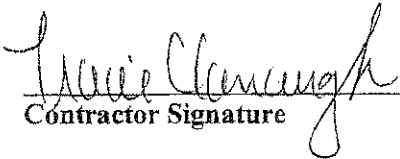
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

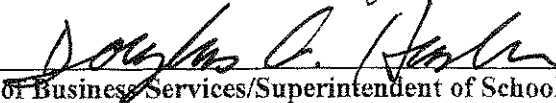
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

		5/17/18
Contractor Signature	SSN/Tax ID Number	Date

		5/16/18
Program Director		Date

		05/22/18
Assistant Superintendent		Date

CFO/Director of Business Services/Superintendent of Schools		Date



CPM Textbook Pilot Commitment Letter Agreement

Following is a summary of the CPM Textbook Pilot Program.

1. If approved to participate in the CPM Textbook Pilot Program, CPM will provide teacher and student editions (as listed on the Order Form), additional materials as requested, and associated Professional Development as described in Section 3.
2. The school or district participating in the CPM Textbook Pilot Program must use the CPM materials in accordance with the terms of the "Pilot Agreement" including the Pilot Program Terms and Conditions for **up to one school year** (the "**Pilot Term**").
3. Teachers who will be piloting the materials **must attend the appropriate CPM Professional Development workshop(s)**. CPM believes that teachers need support for the effective implementation of the curriculum. Professional Learning will be scheduled and provided by CPM Teacher Leaders prior to the start of the Pilot Term. The assigned CPM Regional Coordinator will facilitate the scheduling of the Phase One Implementation Workshop.
4. A Price Quote for the full retail cost of the pilot materials is provided with the CPM Textbook Pilot Commitment Letter Agreement. The school or district will pay a non-refundable Pilot Fee of **\$2,000**, as further described in the Pilot Program Terms and Conditions, to cover the cost of using the materials during the Pilot Term. If the materials are purchased at the end of the Pilot Term, the Pilot Fee will be applied as a credit to the total retail cost of the materials listed on the Price Quote.
5. After **February 1st** during the Pilot Term (2018-2019) the Pilot Agreement may not be revised to include the shipment of additional pilot print materials.
6. By **April 1st** during the Pilot Term (2018-2019) the school or district must **notify CPM whether it WILL or WILL NOT purchase** the pilot materials. This Pilot Agreement preserves the applicable school year's pricing for all materials listed on the Price Quote. If additional materials are ordered or if the decision to purchase the pilot materials occurs after April 1st, the materials will be billed at the then-current market price. **Note: The previous year's pricing for pilot materials cannot be guaranteed after April 1st.**
7. The school or district shall **return this entire Commitment Letter Agreement** when signed to pilots@cpm.org or fax to (209) 251-7529.



CPM EDUCATIONAL PROGRAM / an educational 501(c)(3) nonprofit
Empowering mathematics students and teachers through exemplary curriculum, professional development, and leadership

Order Form

The school or district identified below is requesting that CPM Educational Program provide the following quantities of CPM materials in the pilot. Note the following descriptions:

Teacher Edition Bundle = print copy of Teacher Edition web-based TE eBook, Parent Guide with Extra Practice (if applicable), and Toolkit (if applicable).

8-year eBook = license for Web-based eBook without print book.

Core Connections, Courses 1-3 Toolkit = consumable student booklet.

Ordered	Description	ISBN
2	Core Connections Algebra, Teacher Edition Bundle	9781603281560
80	Core Connections Algebra, Student HB with 8-year eBook	9781603281508
2	Algebra Tiles, Class Set (one per TE: CC1, CC2, CC3, CCA, Int I, Int II)	9781603280136

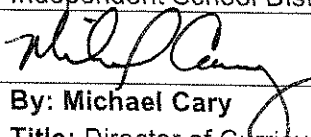
TEACHER INFORMATION


Teacher Name	Teacher email	Courses
Ed Lewis	ed.lewis@isd709.org	CC Algebra
Karilyn Romano	karilyn.romano@isd709.org	CC Algebra



CPM EDUCATIONAL PROGRAM / an educational 501(c)(3) nonprofit
 Empowering mathematics students and teachers through exemplary curriculum, professional development, and leadership

By signing this CPM Textbook Pilot Commitment Letter Agreement and Order Form on behalf of the school or district identified below, I agree to the Pilot Program Terms and Conditions. My signature below indicates I am authorized to enter into this Commitment Letter Agreement and submit the Order Form on behalf of the school or district identified below.

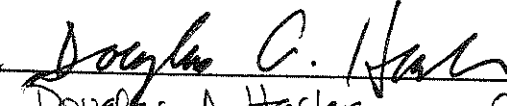
	School or District Name: HOCHS Independent School District 709
Signatures:	
	By: Michael Cary Title: Director of Curriculum Email: michael.cary@isd709.org Phone/FAX: 218-336-8700 (1037)
Date of Signature:	5/2/18

CPM Educational Program:

By: Carmel Draper Title: CPM Pilot Coordinator Email: carmeldraper@cpm.org Phone/FAX: (559) 623-3905/FAX: (209) 251-7529
5/2/2018

CONTACT INFORMATION:

	Local Contact
Name:	Patricia Bambenek
Phone:	218-343-3911
Email:	patricia.bambenek@isd709.org
	Business Office Information
Title:	Independent School District 709
Address:	201 N. 1st Av. East
City, State, Zip:	Duluth, MN 55802
CPM Regional Coordinator	Lisa Comfort lisacomfort@cpm.org

eBook Administrator
Patricia Bambenek 218-343-3911 patricia.bambenek@isd709.org
Shipping Address (if different)
Shipping Notes:


 Douglas A. Hasler 05/04/18
 CFO
 218.336.8704

Pilot Program Terms and Conditions

The following terms and conditions govern the provision and use of any one or any collection of Goods provided to a school or district participating in the CPM Textbook Pilot Program ("**Participant**") for up to one (1) school year ("**Pilot Term**"), defined below:

Nonconforming Goods, CPM shall, in its sole discretion, replace such Nonconforming Goods with conforming Goods. If requested by CPM, Participant shall ship, at its risk of loss, the Nonconforming Goods to CPM as follows: CPM Educational Program, Attention: Returns Department, c/o TC Printing, 1215 G Street, Sacramento, CA 95814. If CPM exercises its option to replace Nonconforming Goods, CPM shall, after receiving Participant's shipment of Nonconforming Goods, ship to Participant, at CPM's expense and FOB Shipping Point, the replaced Goods. Participant acknowledges and agrees that the remedies set forth in Section 5(b) are Participant's exclusive remedies for the delivery of Nonconforming Goods.

1. **Applicability.** (a) Effective on the date the Textbook Pilot Commitment Letter Agreement is signed by Participant and submitted to CPM ("**Effective Date**"), the Commitment Letter Agreement, including these Pilot Program Terms and Conditions (unless CPM has executed a separate written Purchase Agreement with Participant), the Order Form (whether submitted via fax, mail, or email), and any subsequent orders placed after the Effective Date (collectively, the "**Pilot Agreement**") shall govern the provision of, and license to use, textbooks, manipulatives, eBooks, and other materials ("**Goods**") by CPM Educational Program ("**CPM**") to Participant during the Pilot Term.

6. **Price of Goods.** CPM shall provide to Participant a Price Quote including the full retail price of the Goods (the "**Price Quote**"). The price of the Goods listed in the Price Quote is guaranteed until the Notification Date, defined in Section 7 below. Any orders after the Notification Date will be charged at then-current market prices. Upon acceptance of the Pilot Agreement by CPM, Participant shall pay to CPM a non-refundable fee for the use of the Goods during the Pilot Term which shall be equal to the greater of \$500 or 20% of the full retail price of the Goods as set forth in the Price Quote (the "**Pilot Fee**"). If Participant ultimately purchases the Goods, the Pilot Fee will be credited to the purchase price. If Participant does not purchase the Goods, the Pilot Fee will not be refunded to Participant. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Participant. Participant is responsible for all applicable charges, costs and taxes; provided, that, Participant shall not be responsible for any taxes imposed on, or with respect to, CPM's income, revenues, gross receipts, personnel or real or personal property or other assets.

(b) The Pilot Agreement comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, representations and warranties, and communications, both written and oral with respect to Participant's use of the Goods during the Pilot Term. This Agreement prevails over any general terms or conditions of purchase that may be contained in a standard purchase order issued by Participant regardless if Participant has submitted its purchase order to CPM. Fulfillment of Participant's order pursuant to this Pilot Agreement for the pilot program does not constitute acceptance of any terms contained in Participant's standard purchase order and does not serve to modify or amend this Pilot Agreement.

2. **Delivery.** The Goods will be scheduled for delivery within a reasonable time after the receipt of Participant's Pilot Agreement (via submission of the Pilot Agreement, including the Order Form via fax, mail, or email), subject to availability of finished Goods. CPM is not liable for any delays, loss or damage in transit caused by third parties, including but not limited to publishers, printing companies, couriers or shipping companies. Upon notification by Participant to CPM of any such delays, CPM will work with Participant and the appropriate third party to track the shipment and resolve the issue. If for any reason Participant is not present for the delivery of any of the Goods on the date that the Goods are delivered, or if CPM is unable to deliver the Goods on such date because Participant has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Participant; (ii) the Goods shall be deemed to have been delivered; and (iii) CPM, at its option, may store the Goods until Participant picks them up, whereupon Participant shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

7. **End of Pilot Term Purchase or Return of Goods.** Participant shall contact CPM by April 1st of the Pilot Term ("**Notification Date**") to notify CPM whether it will or will not purchase the Goods. If Participant notifies CPM on or before the Notification Date that Participant will not be purchasing the Goods, then CPM will arrange to have the Goods returned. The Goods will be provided to Participant in new condition and shall be returned in substantially the same condition as received, minus normal wear and tear. Return shipments should be packed securely. Participant will be liable for the full retail cost of any portion of the Goods that are not returned. If Participant notifies CPM on or before the Notification Date that Participant will be purchasing the Goods, Participant must remit the purchase price for the Goods (the Price Quote minus the Pilot Fee) to CPM pursuant to Section 8 below and Participant and CPM shall enter into a separate agreement (the "**Purchase Agreement**") governing the purchase and subsequent use of the Goods. If Participant notifies CPM after the Notification Date that Participant will be purchasing the Goods, Participant must remit the purchase price for the Goods (the then-current market price for the Goods minus the Pilot Fee) to CPM pursuant to Section 8 below and Participant and CPM shall enter into a separate agreement (the "**Purchase Agreement**") governing the purchase and subsequent use of the Goods.

3. **Non-delivery.** The quantity of any installment of Goods as recorded by CPM on dispatch from Shipping Point is conclusive evidence of the quantity received by Participant on delivery unless Participant can provide conclusive evidence proving the contrary. The CPM shall not be liable for any non-delivery of Goods unless Participant gives written notice to CPM of the non-delivery within 7 days of the date when the Goods would, in the ordinary course of events, have been received. Any liability of CPM for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

8. **Payment Terms.** Participant shall pay all invoiced amounts due to CPM within 30 days after the date of CPM's invoice. Participant shall make all payments hereunder in US dollars by cash, check, or credit or debit card. Participant shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible by law, calculated daily and compounded monthly. Participant shall reimburse CPM for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under this Pilot Agreement or at law, CPM shall be entitled to suspend the delivery of any Goods (including the disabling of any eBook licenses) if Participant fails to pay any amounts when due hereunder and such failure continues for 15 days following written notice thereof.

4. **Shipping.** The Goods will be shipped with the applicable shipping/freight costs paid by Participant. Freight charge will be based on actual charges at time of shipping. Additional freight charges may apply on orders shipping outside the continental United States. Shipping/freight costs are not refundable.

5. **Inspection and Rejection of Nonconforming Goods.** (a) **Inspection by Participant.** Participant shall inspect the Goods within three (3) days of receipt ("**Inspection Period**"). Participant will be deemed to have accepted the Goods unless it notifies CPM in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by CPM. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Participant's purchase order; (ii) product's label or packaging incorrectly identifies its contents; or (iii) product is damaged, for reasons other than being damaged in transit, whereby Participant is unable to make productive use of the product.

9. **License Grant.** In consideration of CPM's grant of the license and conditioned upon Participant's performance of its obligations and conditions under this Pilot Agreement, including Participant's Professional Learning Commitment as set forth in Section 10 of this Pilot Agreement, CPM hereby grants to Participant a fixed-term, non-exclusive, non-sub-licensable, non-transferable, limited license to use the Goods provided by CPM and described in the Order Form throughout the world, during the Pilot Term, solely for educational purposes in accordance with this Pilot Agreement and the Website Terms of Use (collectively, the "**License**"). Under the License, Participant may make physical copies of Goods provided by CPM for educational, non-commercial use in Participant's classroom(s) or

(b) **Nonconforming Goods.** If Participant timely notifies CPM of any Nonconforming Goods, upon CPM's confirmation that the Goods are

school(s). Participant may employ projection equipment to use the Goods for instruction of groups of students. Participant and its employees, contractors, and affiliates may not reproduce or use Goods provided by CPM for any commercial or non-educational use. Participant may not place or cause to be placed any part or excerpt of any Goods from CPM on the Internet or in any place outside of the Participant's school and accessible to the public. Participant's teachers shall use the Goods in the manner described in the teacher notes, newsletters and workshops. For example, teachers shall use student pairs or study teams for most of the problems designated as in-class work, assign the designated in-class work during class time and not for homework, and use alternative approaches to assess for understanding whenever possible. Unless otherwise provided in the License, Participant shall not use CPM's name, logo, or any other CPM mark or copyright without the prior written permission of CPM, which permission may be given or withheld in CPM's sole discretion.

10. Professional Development Commitment. During the Pilot Term, Participant shall send its first-time teachers of a CPM course to attend CPM's complimentary Phase One implementation workshops and meetings for that course ("Programs"). Participant agrees to provide release time to its teachers to attend such Programs during the school-year and to provide the necessary materials (i.e., manipulatives, textbooks and calculators) for its teachers to participate in the Programs. CPM's assigned Regional Coordinator will assist with scheduling professional development workshops for Participant's teachers.

11. Limited Warranty. CPM DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability. IN NO EVENT SHALL CPM BE LIABLE TO PARTICIPANT FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR IF CPM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CPM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE PILOT FEE PAID BY PARTICIPANT.

13. Termination. In addition to any remedies that may be provided under this Pilot Agreement, CPM may terminate this Pilot Agreement, including any license(s) granted hereunder, with immediate effect upon written notice to Participant, if Participant: (i) fails to pay any amount when due under this Pilot Agreement; (ii) has not otherwise performed or complied with this Pilot Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Upon early termination of the License, Participant must destroy or turnover to CPM all Goods provided by CPM, at CPM's option. Provisions of this Pilot Agreement which by their nature should survive any termination or expiration of this Pilot Agreement shall survive.

14. Confidentiality. (a) **Confidential and Proprietary Information.** At all times hereafter, the parties shall keep in confidence and trust all confidential and proprietary information (including, without limitation, information on a party's finances, employees, students, or alumni) that a party learns of or receives during the term of this Pilot Agreement, and will not use, reproduce, or disclose to others any confidential information without the disclosing party's advance written consent, except as may be directly necessary in the ordinary course of performance of the Pilot Agreement, or as otherwise may be required by law.

(b) **Student Records.** If Participant provides CPM with any "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the California Online Privacy Protection Act or any of such Acts' associated implementing regulations (collectively, "Protected Information"), Participant hereby certifies that access to Protected Information is necessary for CPM to perform its duties and responsibilities under this Pilot Agreement, and the parties

agree that CPM shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure of Protected Information as apply to Participant pursuant to applicable law. Participant further certifies that it has obtained all parental consents necessary under the applicable local, state, and federal laws, and the laws of any foreign jurisdictions (as applicable). Participant's failure to comply with these provisions, or Participant's failure to abide by legally applicable security measures, parental consent requirements, and disclosure and re-disclosure restrictions with regard to Protected Information, shall constitute a material breach of this Pilot Agreement. Participant agrees to indemnify, defend, and hold harmless CPM against any breach of the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, or the California Online Privacy Protection Act resulting from the provision of Protected Information to CPM under this Pilot Agreement.

15. Force Majeure. CPM shall not be liable or responsible to Participant, nor be deemed to have defaulted or breached this Pilot Agreement, for any failure or delay in fulfilling or performing any term of this Pilot Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of CPM including, without limitation, acts of God, fire, governmental actions, war or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, epidemic, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Participant shall be entitled to give notice in writing to CPM to terminate this Pilot Agreement.

16. Assignment. Participant shall not assign any of its rights or delegate any of its obligations, liabilities, or rights under this Pilot Agreement without the prior written consent of CPM. Any purported assignment or delegation in violation of this Section is null and void.

17. Governing Law; Jurisdiction. All matters arising out of or relating to this Pilot Agreement are governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any proceeding arising out of or relating to this Pilot Agreement shall be instituted in the federal or state courts located in the City and County of Sacramento, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding.

18. Compliance with Law. Participant shall comply with all applicable laws, regulations and ordinances and with all export and import laws of all countries involved in the sale of Goods under this Pilot Agreement.

19. General Provisions. Nothing contained in this Pilot Agreement shall be construed to create any agency, partnership, or other form of joint enterprise between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No provision of this Pilot Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Pilot Agreement. No waiver of any of the provisions of this Pilot Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Pilot Agreement may only be amended or modified in a writing signed by an authorized representative of each party. This Pilot Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting. If any provision of this Pilot Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Pilot Agreement or the obligations of the parties, in which case this Pilot Agreement may be immediately terminated.

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of May, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Winonah Ojanen, 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 May 14, 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 work with the Coordinator of American Indian Education, Misaabekong Teachers and Assistants to develop/write/implement Ojibwe language curriculum for grades K-4.
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 in performing said obligations at a rate of \$32.00 (Thirty-two dollars) for curriculum writing and \$25.00 (twenty-five dollars)/an hour for implementation of the Ojibwe language curriculum in the classroom up to a sum not to exceed \$6,000.00. 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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: _____

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.

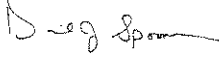
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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.

MEMORANDUM

To: Doug Hasler
CFO/Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: May 30, 2018

Re: QUOTE #4296 – Lincoln Park MS Pool Maintenance & Repair

The above reference quote was solicited from three vendors according to statute and School Board Policy. One (1) vendor submitted quotes for QUOTE #4296 – Lincoln Park MS Pool Maintenance & Repair. The attached Quote Tab reflects the quotes received related to the scope of work.

Recommendation:

It is recommended that the CFO/Executive Director of Business Services approve entering into an agreement with Horizon Commercial Pool Supply based on their Quote #20180419 LIN99B to acid wash the pool and patch plaster in the amount of \$7,200.00 and add alternate #1 Quote #20180419 LIN99A to replace the filter media in the sand filter at Lincoln Park Middle School in the amount of \$12,950.00 for a total estimated amount of \$20,150.00. If you concur, please sign all three (3) copies and return to the Facilities Management office for processing.

Enclosures

QUOTE TABULATION
 Lincoln Park MS Pool Maintenance & Repair
 QUOTE #4296

VENDOR	ACID WASH POOL & PATCH PLASTER	REPLACE MEDIA IN SAND FILTER	TOTAL QUOTE
Horizon Commercial Pool Supply	\$7,200.00	\$12,950.00	\$20,150.00
Badger Swim Pools			
Aqua Logic			



2125 ENERGY PARK DRIVE, ST. PAUL, MN 55108

WWW.HORIZONPOOLSUPPLY.COM

1-800-969-0454

LOCAL 651-917-3075

FAX 651-917-3087



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Cover Sheet

To:

From: Jason Leas

Pages: 3
(including cover)

Quote # 4296-LPMS

*Pool Repair/
Maintenance*

Additional Services Offered:

As an established commercial pool contractor & supplier we are here to provide additional services as needed including but not limited to:

- CPO training for your staff
- Training on local and state health codes
- Repair and maintenance of filter room equipment
- Repair and maintenance of pool vessel and plumbing
- Renovation services
- Online resources and purchasing
- Free ongoing consultation
- Water Quality Management Programs



2125 ENERGY PARK DRIVE, ST. PAUL, MN 55108

WWW.HORIZONPOOLSUPPLY.COM

1-800-969-0454

LOCAL 651-917-3075

FAX 651-917-3087



304

Customer Proposal / Quotation

Quoted to:

Lincoln Park Middle School
3215 W 3rd St
Duluth, MN 55806

Contact 1: Dylan
Contact 2:
Phone: (218) 336-8880
Fax: (218) 336-8894

Date: 04/19/2018
Good Through: 05/30/2018
Quote #: 20180419 LIN99B

Description:

Quoted by: Jason Leas

Acid wash indoor pool & patch plaster as follows:
Pool: 60' x 75' Rectangle; 3-12 ft depth; 8 lane lap pool.

- Tsp / Acid / Tsp wash indoor lap pool.
- We will only use acid if needed.
- Patch a 13" diameter hole in the plaster.

7/20 - 8/13

Pricing:

Quantity	Item Number	Description	Unit Price	Total Price
1		Acid wash & patch lap pool as specified above.	7,200.00	\$7,200.00

ACCEPTANCE OF PROPOSAL – I am authorized to sign on behalf of the owner and I have read the attached **Terms & Conditions** and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as specified.

Total:

\$7,200.00

Quote Accepted By: _____

Date: _____

Authorized Signature: _____

- Products and equipment used to complete job are subject to applicable state & city sales taxes.
- **Quotes exceeding \$2,000 will require a payment of 50% upon quote acceptance and the remainder is due Net 10 Days.**
- Please read all attached Terms & Conditions, Proposal Notes, and product information. This quote, once signed, is a contract between Horizon Commercial Pool Supply & the property owner.

TERMS AND CONDITIONS

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MECHANIC'S LIEN NOTICES (Minnesota & Wisconsin)

MINNESOTA: Pursuant to MINN. STAT. § 514.011 (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

WISCONSIN: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

PAYMENT: On contracts exceeding two-thousand dollars (\$2,000.00), unless otherwise agreed, in writing on the first page of this Contract, payment shall be made in two equal installments. The first installment shall be due as a deposit and paid at the time this contract is signed by the Customer. The second installment is due and payable upon completion of the Project. If, for any reason, any amount less than 50% of the Contract is paid in the first installment, the entire remaining balance shall be paid in the second installment even though such payment renders the installment unequal. All payments on account must be made within **10 days from the invoice date**, unless otherwise agreed to by Horizon Commercial Pool Supply and Customer in writing. Customer agrees that receipt of any invoice setting forth the amount owed to Horizon Commercial Pool Supply represents an account stated unless, within ten days (10) days of receipt of the invoice, Customer objects to the invoice in writing and said written objection is delivered to Horizon Commercial Pool Supply.

INTEREST AND ATTORNEYS' FEES: Horizon Commercial Pool Supply will charge, and Customer agrees to pay, a service charge of 1.5% per month (18.0% per annum) or the maximum rate allowed by law. The service charge will be assessed on the past due portion of the account. Customer agrees to pay on demand all costs and expenses including reasonable attorneys' fees incurred by Horizon Commercial Pool Supply in connection with this Contract, and any other document or agreement related thereto, including all costs, expenses and attorneys' fees incurred by Horizon Commercial Pool Supply in enforcing these Terms and Conditions.

SCHEDULING AND ESTIMATES: All time estimates, schedules, start dates, completion dates, etc., are subject to change at Horizon Commercial Pool Supply's sole discretion and Horizon shall not be liable for any changes thereof. Customer acknowledges that time estimates, schedules, start and completion dates can and will change due to weather, unforeseen changes to jobs, workforce variations, material availability, unforeseen delays due to other contractor's work, equipment breaking down and holidays, etc. Any quotes, estimates or representations as to pricing are subject to change at Horizon Commercial Pool Supply's sole discretion as well.

LIMITED WARRANTY ON WORKMANSHIP: Horizon Commercial Pool Supply provides a limited one year warranty on its workmanship. This Limited Warranty on Workmanship ("Warranty") covers labor provided by Horizon staff only. Any product or equipment warranties are limited to and provided by their respective manufacturer or supplier. This Warranty does not cover problems arising from normal wear and tear, chemical action, stains from pool water or pool water minerals, neglect, abuse, or acts of God. Failure to pay the full Contract price relieves Horizon Commercial Pool Supply of all of its responsibilities under this Warranty and shall render this Warranty void. Warranty claims can be made by contacting Horizon Commercial Pool Supply at (651) 917-3075 within 12 months of completion. Horizon Commercial Pool Supply shall not be responsible or held liable for damages resulting from causes beyond its control caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, acts of god, any law, act or regulation of any governmental body. Customer acknowledges and agrees that Horizon Commercial Pool Supply's liability for any reason, including, without limitation, negligence, or strict liability, shall not include special, consequential or incidental damages.

Horizon Commercial Pool Supply, a division of Horizon Chemical Co., Inc.
2125 Energy Park Drive, St. Paul, MN 55108
651.917.3075 phone, 651.917.3087 fax
www.horizonpoolsupply.com



2125 ENERGY PARK DRIVE, ST. PAUL, MN 55108

WWW.HORIZONPOOLSUPPLY.COM

1-800-969-0454

LOCAL 651-917-3075

FAX 651-917-3087



306

Cover Sheet

To: Dylan
From: Jason Leas
Pages: 3
(including cover)

Dylan,

Here is the quote to have your filter media replaced. Just an FYI hopefully these filters do not need any internal parts reason being is Nemato has gone out of business, as of now there is no availability of laterals for these filters. someone bought the company and is currently in the process of reorganizing the parts division, so hopefully parts will be available in the near future. Please feel free to call or email me with any questions or concerns.

Thanks,

Jason Leas

Additional Services Offered:

As an established commercial pool contractor & supplier we are here to provide additional services as needed including but not limited to:

- CPO training for your staff
- Training on local and state health codes
- Repair and maintenance of filter room equipment
- Repair and maintenance of pool vessel and plumbing
- Renovation services
- Online resources and purchasing
- Free ongoing consultation
- Water Quality Management Programs



2125 ENERGY PARK DRIVE, ST. PAUL, MN 55108

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1-800-969-0454

LOCAL 651-917-3075

FAX 651-917-3087



307

Customer Proposal / Quotation

Quoted to:

Lincoln Park Middle School
3215 W 3rd St
Duluth, MN 55806

Contact 1: Dylan
Contact 2:
Phone: (218) 336-8880
Fax: (218) 336-8894

Date: 04/19/2018
Good Through: 05/30/2018
Quote #: 20180419 LIN99A

Description:

Replace Filter Media in Sand Filter as follows:

Filter Specs: (2) NFS-42-50B-275S (43 cubic feet of sand per filter.)

- Remove existing filter media and dispose of.
- Inspect filter and internals for wear or damage.
- Provide and install new filter media per manufacturer's specifications.
- Install new manhole gaskets as necessary.
- Perform system backwash and startup (pool operator must be present).

Quoted by: Jason Leas

7/20 - 8/13

- NOTES:
- Quote does not include replacement of any filter internals unless otherwise specified.
 - Horizon is NOT responsible for hidden wear or damage of filter internals.
 - Access and water source must be provided to filter room for duration of work.
 - Nemato has gone out of business, as of now there is no availability of laterals for these filters. someone bought the company and is currently in the process of reorganizing the parts division, so hopefully parts will be available in the near future.

Pricing:

Quantity	Item Number	Description	Unit Price	Total Price
1		Replace Filter Media as specified.	\$12,950.00	\$12,950.00

ACCEPTANCE OF PROPOSAL – I am authorized to sign on behalf of the owner and I have read the attached **Terms & Conditions** and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as specified.

Total:

\$12,950.00

Quote Accepted By: _____

Date: _____

Authorized Signature: _____

- Products and equipment used to complete job are subject to applicable state & city sales taxes.
- **Quotes exceeding \$2,000 will require a payment of 50% upon quote acceptance and the remainder is due Net 10 Days.**
- Please read all attached Terms & Conditions, Proposal Notes, and product information. This quote, once signed, is a contract between Horizon Commercial Pool Supply & the property owner.

TERMS AND CONDITIONS

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MECHANIC'S LIEN NOTICES (Minnesota & Wisconsin)

MINNESOTA: Pursuant to MINN. STAT. § 514.011 (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

WISCONSIN: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

PAYMENT: On contracts exceeding two-thousand dollars (\$2,000.00), unless otherwise agreed, in writing on the first page of this Contract, payment shall be made in two equal installments. The first installment shall be due as a deposit and paid at the time this contract is signed by the Customer. The second installment is due and payable upon completion of the Project. If, for any reason, any amount less than 50% of the Contract is paid in the first installment, the entire remaining balance shall be paid in the second installment even though such payment renders the installment unequal. All payments on account must be made within **10 days from the invoice date**, unless otherwise agreed to by Horizon Commercial Pool Supply and Customer in writing. Customer agrees that receipt of any invoice setting forth the amount owed to Horizon Commercial Pool Supply represents an account stated unless, within ten days (10) days of receipt of the invoice, Customer objects to the invoice in writing and said written objection is delivered to Horizon Commercial Pool Supply.

INTEREST AND ATTORNEYS' FEES: Horizon Commercial Pool Supply will charge, and Customer agrees to pay, a service charge of 1.5% per month (18.0% per annum) or the maximum rate allowed by law. The service charge will be assessed on the past due portion of the account. Customer agrees to pay on demand all costs and expenses including reasonable attorneys' fees incurred by Horizon Commercial Pool Supply in connection with this Contract, and any other document or agreement related thereto, including all costs, expenses and attorneys' fees incurred by Horizon Commercial Pool Supply in enforcing these Terms and Conditions.

SCHEDULING AND ESTIMATES: All time estimates, schedules, start dates, completion dates, etc., are subject to change at Horizon Commercial Pool Supply's sole discretion and Horizon shall not be liable for any changes thereof. Customer acknowledges that time estimates, schedules, start and completion dates can and will change due to weather, unforeseen changes to jobs, workforce variations, material availability, unforeseen delays due to other contractor's work, equipment breaking down and holidays, etc. Any quotes, estimates or representations as to pricing are subject to change at Horizon Commercial Pool Supply's sole discretion as well.

LIMITED WARRANTY ON WORKMANSHIP: Horizon Commercial Pool Supply provides a limited one year warranty on its workmanship. This Limited Warranty on Workmanship ("Warranty") covers labor provided by Horizon staff only. Any product or equipment warranties are limited to and provided by their respective manufacturer or supplier. This Warranty does not cover problems arising from normal wear and tear, chemical action, stains from pool water or pool water minerals, neglect, abuse, or acts of God. Failure to pay the full Contract price relieves Horizon Commercial Pool Supply of all of its responsibilities under this Warranty and shall render this Warranty void. Warranty claims can be made by contacting Horizon Commercial Pool Supply at (651) 917-3075 within 12 months of completion. Horizon Commercial Pool Supply shall not be responsible or held liable for damages resulting from causes beyond its control caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, acts of god, any law, act or regulation of any governmental body. Customer acknowledges and agrees that Horizon Commercial Pool Supply's liability for any reason, including, without limitation, negligence, or strict liability, shall not include special, consequential or incidental damages.

Horizon Commercial Pool Supply, a division of Horizon Chemical Co., Inc.
2125 Energy Park Drive, St. Paul, MN 55108
651.917.3075 phone, 651.917.3087 fax
www.horizonpoolsupply.com

AGREEMENT

309

THIS AGREEMENT, made and entered into this 30th day of May 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Horizon Commercial Pool Supply, 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 20, 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 referenced in Quote #4296 for maintenance and repair of the pool at Lincoln Park Middle School. Contractor Quote #20180419 LIN99B to acid wash pool and patch plaster in the amount of \$7,200.00; to be performed starting July 20, 2018 and completed by August 13, 2018.

Add Alternate #1: Contractor Quote #20180419 LIN99A to replace filter media in the sand filter - \$12,950.00; to be performed starting July 20, 2018 and completed by August 13, 2018 once the availability of the replacement laterals for the filters is verified should they need to be replaced. If laterals are not available in order to schedule filter replacement by August 13, 2018, this service will be delayed until a coordinated date but must be completed prior to June 30, 2019. If the media replacement is not able to be completed by June 30, 2019, Contractor Quote #20180419 LIN99A and Add Alternate #1 will become null and void.

Total Contract award amount is estimated at \$20,150.00 including Add Alternate #1. The final amount will be based on the need for internal filter replacement parts.

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 in the amount of approximately \$20,150.00 based on Contractor Quote #20180419 LIN99B - \$7,200.00, Add Alternate #1 Contractor Quote #20180419 LIN99A - \$12,950.00 if completed in the defined time frame above and replacement lateral parts if necessary.

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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Horizon Commercial Pool Supply, 2125 Energy Park Drive, St. Paul, MN 55108.

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

HORIZON COMMERCIAL POOL SUPPLY



CFO/Executive Director of Business Services

By

Title

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of May, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and William Dubin, 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 May 11, 2018, and shall remain in effect until May 11, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)

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 \$ 350.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<i>William Durbini</i>		5-3-18
Contractor Signature	SSN/Tax ID Number	Date
<i>Brenda Vakhauer, Principal</i>		<i>5-3-18</i>
Program Director		Date
<i>Ma</i>		
Director of Curriculum and Instruction		Date
<i>Joseph A. Hahn</i>		<i>05/04/18</i>
CFO/Director of Business Services/Superintendent of Schools		Date

Invoice

From:

William Durbin
2402 Greysolon Rd.
Duluth, MN 55812
218-263-9180

For: Author Appearance

Date: 5-11-18

Place: Lincoln Park Middle school

Fee:

Daily rate: \$350 (two presentations and one workshop)

Mileage: no charge

Lodging: no charge

Total: \$350

William Durbin
William Durbin

Biography

William Durbin lives on Lake Vermilion at the edge of Minnesota's Boundary Waters Wilderness. A winner of the Great Lakes Book Award and a two-time winner of the Minnesota Book award, he has published thirteen novels for young readers, including, *The Broken Blade*, *Wintering*, *Until the Last Spike*, *Blackwater Ben*, *The Darkest Evening*, *Song of Sampo Lake*, and *The Winter War*. His latest work, co-authored with his wife Barbara, is *Dead Man's Rapids*. For more information visit his website at williamdurbin.com.

His other honors include a Junior Library Guild Selection, Bank Street College Children's Book of Year list, the ALA's Amelia Bloomer list, New York Library Books for the Teen Age list, Maud Hart Lovelace nomination, Jefferson Cup Series of Note Award, Oppenheim Toy Portfolio Award, America's Award commended title, Book Sense Summer Pick, *Boy's Life* magazine serialization, St. Petersburg Times serialization, nominations for numerous state awards lists, and starred reviews in the major journals.

"William Durbin's attention to detail—both historical and fictional—make him one of today's masters of historical YA fiction." -- David Gill of the NCTE



Duluth & North Shore Railway, Inc.
 d.b.a. North Shore Scenic Railroad
 506 West Michigan Street Duluth, MN 55802
 (800)423-1273 (218)722-1273
 Fax (218)733-7596
 E-mail trains@northshorescenicrailroad.org

2018 RAIL CHARTER CONTRACT

This contract is made between the DULUTH & NORTH SHORE RAILWAY, Inc d.b.a. NORTH SHORE SCENIC RAILROAD (NSSR) (hereafter called Operator) and Lester Park Elementary (hereafter called Chartering Party). The Chartering Party's authorized representative is Pat Isbell, patricia.isbell@isd709.org, 218-336-8875

TERMS OF CHARTER

In consideration of payments made and performance herein specified on the part of the Chartering Party, the Operator shall provide rolling stock and crew for the benefit of the Chartering Party excursion. The Conductor shall be responsible for the operation of the rolling stock that the Operator warrants to be rail worthy. The train excursion will depart from: **Duluth Depot.**

On **May 23rd, 2018 at 8:30am** the Operator will provide an excursion for the Chartering Party. The rolling stock (train) will be used exclusively for the transportation of passengers on a pleasure excursion on the Lake Front Line. The rolling stock of **Coach seating for 100** will be available for the purpose of loading and unloading passenger's ten minutes prior and ten minutes following the chartered time without additional charge. The Operator reserves the right to substitute the rolling stock, but will usually notify the Chartering Party. Trains are subject to delays at no fault to the Operator.

The total number of passengers is estimated to be **100 people** and will be finalized by date 10 business days prior to excursion dates.

Schedule of the train: 8:30am Get on train in Lakeside and ride to Downtown - go see a movie and then back PICKUP AT PLAYFRONT PARK AT 12:45

FEES

The Chartering Party agrees to pay the total sum of **\$300.**

This cost includes a roundtrip excursion to **Lakeside neighborhood / 52 Ave East.**

DEPOSIT & PAYMENTS

A signed copy of this contract must be returned within 30 days of its issue, with a \$50 non-refundable booking fee, put towards the total listed above. A deposit of **\$150** (1/2 total costs) is due within 1 month of the scheduled charter event. The remaining amount is due upon arrival prior to departure. Failure by the Chartering Party to return a signed copy of this agreement and the deposit by the due date will result in the cancellation of the reservation date at the sole discretion of the Operator without notification to the Chartering Party.

Total fees as indicated above are due and payable in full before boarding will begin unless prior arrangements are made and approved in writing by the Business Manager of the North Shore Scenic Railroad. There can be no more than 10 payment transactions

CANCELLATION & REFUNDS

The Chartering Party must cancel the reserved excursion at least 10 business days prior to departure to receive ninety percent reimbursement of deposit. Any cancellation made after 10 business days prior to departure will result in forfeiture of the entire deposit. Full refund of the initial deposit plus any additional payments will be made on account of equipment breakdown, lay up for repairs or any other occurrence which causes the Operator to cancel the excursion. The Chartering Party releases the Operator from any damage resulting from such cancellation. In the case of difficulty the Operator reserves the option to furnish the Chartering Party with substitute equipment and/or rolling stock. If a damage deposit is required, it will be refunded by mail within 10 days of the charter date providing no damage occurred to the rolling stock or other equipment by the Chartering Party, its members or guests. Damage in excess of the damage deposit will be the responsibility of the Chartering Party. The \$50 booking fee, is a non-refundable fee applied to the total expenses.

CONDITIONS


The Chartering Party assumes responsibility for the maintenance of order and the conduct of passengers aboard the rolling stock during the terms of this excursion and shall not engage in or permit guests brought aboard the rolling stock by the Chartering Party to engage in any unlawful acts or to cause damage to any of the Operator's equipment. The Chartering Party agrees to indemnify and hold the Operator harmless from any loss or claim of loss or damage which the Operator might incur as a result of failure by the Chartering Party to observe the conditions of this agreement.


Any violation of this Charter Agreement by the Chartering Party shall enable the Operator to terminate this agreement. If such a violation occurs while the rolling stock is underway, the Operator may proceed immediately to the station and all passengers will disembark. A termination of this agreement while underway shall result in the forfeiture of the Charter fee and in some cases results in additional penalty fees for broken or damaged equipment.

Any extension of the Charter period, once the excursion is underway, shall be made only with the consent of the Business and Operations Managers.

This excursion, sponsored by the Chartering Party is adhered to all Policies of the Operator, including Alcohol Policies, requiring all passengers over the age of 21 to have a valid ID. No outside alcohol is allowed on the train, no illegal substances, and no weapons are allowed on the train. Passengers are subject to search prior to boarding, and we reserve the right to search any bags or carry-ons. Any Marketing for the event will need to include this information to assure all passengers are compliant with the policies of the Operator. The Operator reserves the right to require security personnel to be hired.

In the event that the Chartering Party causes a delay to the operation of a scheduled train, without having given Operator adequate prior notice of such delay, Operator shall have the sole right to assess a penalty fee of \$900 for any delay in excess of 20 minutes to a scheduled train departure. Further penalties may be assessed depending upon additional delay, per 20 minute period. Chartering Party shall have passengers available for boarding not less than 10 minutes prior to scheduled train departure. Any such penalty shall be paid by the Chartering Party within 5 days of the operating date


 CHARTERING PARTY AGENT signature
 Douglas A. Hasler
 CHARTERING PARTY AGENT print name


 NORTH SHORE SCENIC RAILROAD AGENT
 Josh Miller, Station Manager
 NSSR AGENT print name

Date: 05/08/18

Date: 5/4/2018

Please SIGN & RETURN a copy of this contract within 10 business days.

Memorandum

To: Doug Hasler
From: Jason Barsness
Date: 4/30/2018
Re: Velocity EHS - MSDS Online Account Renewal

I will be forwarding an online renewal e-mail for MSDS online services that requires a signature if we renew the agreement.

MSDS online is a web based service that allows employees to access any material safety data sheet online. The system keeps SDS's available, up to date, and on file as required by OSHA. The district has been using MSDS online for several years and I would like to continue using their services. The contract is their lowest rate contract and covers a three year period at a rate of **\$2899.00 per year (\$8697.00 total)** with coverage for all the buildings. Single year contracts are about \$450 more per year and have the potential to increase annually.

MSDS Online has historically been the lowest priced standalone system for SDS's. Other companies are charging up to \$500 per building per year unless it is part of an all-inclusive safety program.

I recommend approval of the contract to continue using MSDS online services. If you have any further questions, please call or email.

222 Merchandise Mart Plaza, Suite 1750
 Chicago, IL 60654
 Ph: 312.881.2000
 Fax: 866.590.4961
 Tax ID #: 04-3626476

Contract Number: RS-068269
Contract Date: 4/25/2018
Sales Rep: Patrick Becker
Offer Valid Through: 5/25/2018

Customer Information

Bill to:
Customer: Duluth Public Schools
Attn: Jason Barsness
Address: 215 N. 1st Ave.
 Duluth, MN 55802

Ship to:
Customer: Duluth Public Schools
Attn: Jason Barsness
Address: 215 N. 1st Ave.
 Duluth, MN 55802

Terms and Conditions

Related Contract: Not Applicable
Contract Start Date: 7/16/2018
Contract End Date: 7/15/2021
Term: 3 Years
Coverage: 15 Location(s)

PO Number:
Payment Terms: Net 30
Billing Frequency: Annually
Initial Invoice Due: 7/16/2018

MSDS Management	Qty	Year 1	Year 2	Year 3
HQ Account	1	\$2,899.00	\$2,899.00	\$2,899.00
Additional Management Licenses - HQ	1	\$0.00	\$0.00	\$0.00
Total:		\$2,899.00	\$2,899.00	\$2,899.00

This Customer Order is governed by the terms and conditions of the MSDSonline Master Subscription Agreement, as posted on www.MSDSonline.com. By signing below, Customer agrees to be bound by such terms and conditions. MSDSonline may deem this Customer Order null and void if executed agreement is not received by MSDSonline by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

Duluth Public Schools

MSDSonline

Signature: Douglas A. Hasler
Douglas A. Hasler (May 4, 2018)

Signature: _____

Name: Douglas A. Hasler

Name: _____

Title: Executive Director of Business Services

Title: _____

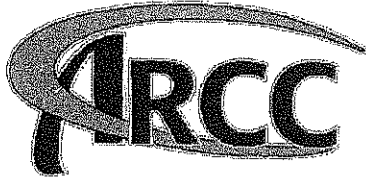
Date: May 4, 2018

Date: _____

Base subscription pricing includes:

- 1 annual HQ subscription(s) for the Customer and its employees included within the Coverage of this agreement
- A Primary Account Administrator and 1 Additional Administrator(s). Additional Administrators may be purchased for \$100 USD per Administrator.
- Unlimited MSDS database searches, views and additions to the eBinder.
- Annual allotment of 50 MSDS Requests and 100 MSDS Uploads. Additional MSDS Requests may be purchased in bundles of fifty (50) for \$200 USD; additional MSDS Uploads may be purchased in bundles of (100) for \$200 USD.
- Implementation Services and Customer/Technical Support.

Unless otherwise noted, all fees are in USD, and Year One (1) fees become due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract Start Date reflects the subscription "anniversary date"; subsequent yearly fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Customer may at its discretion pre-pay the full term of the agreement. Sales tax associated to this Order will appear on the invoice, where applicable.



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2018 through June 30, 2019**

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2018** through **June 30, 2019**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list and quarterly newsletter as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (Checklist for services a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance can take the form of telephone guidance, on-site at ARCC guidance and, if necessary, in-district guidance.
 - Will provide data entry service on the form.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 470 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of telephone guidance, on-site at ARCC office guidance and, if necessary, in-district guidance.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 471 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC is not able to track and does not receive a copy of PIA requests. The ultimate responsibility for responding and meeting the 14 day response deadline rests with the District.
-


Funding Commitment Decision Letter (Official award of E-Rate funding)

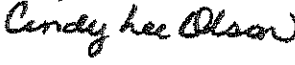
- Will check USAC/SLD web site on weekly basis once funding waves have started and will notify the District when their funding has been awarded and what the next step is in the process.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 486 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 472, Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by check)**
 - Will work with the District to help meet BEAR deadlines.
 - + If the District requests assistance, will complete BEAR forms and send to District for signature and submission; billable on a \$100 per hour fee basis.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will authorize and sign the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Other**
 - Will work with the District to assist in developing bid scoring rubrics and review annually to verify that they meet USAC/SLD requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - + Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
 - + Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.

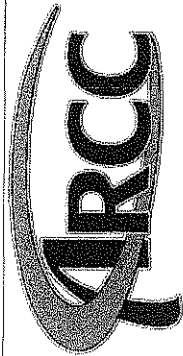
The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.20 per pupil unit, based on the most recent completed prior year's final ADM served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above with a '+', are considered above basic services for which an additional fee of \$100 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for e-rate submission is true.


 ISD700 - Duluth Public Schools
 215 N First Ave E
 Duluth, MN 55802
 06/01/2018


 Arrowhead Regional Computing Consortium
 5 West First Street #300
 Duluth, MN 55802
 06/01/2018



ARROWHEAD REGIONAL COMPUTING CONSORTIUM (ARCC)
 4884 MILLER TRUNK HWY, STE 300
 DULUTH MN 55802
 (218)723-1700

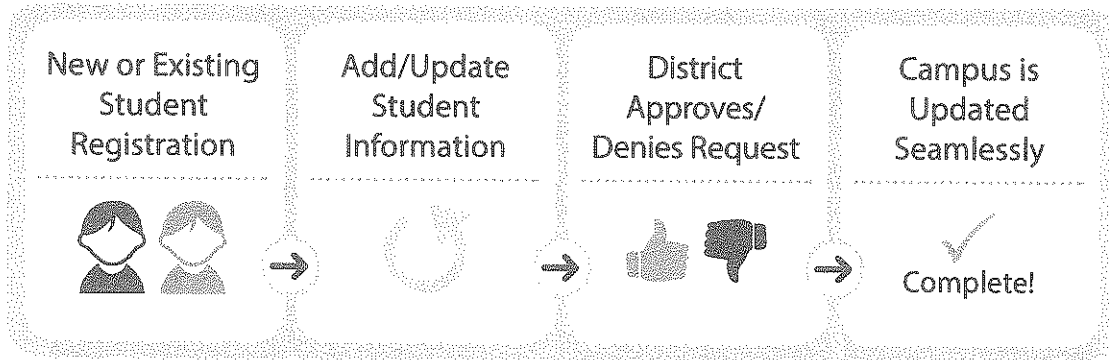
ISD #709 Invoice #: 2019-039
 DULUTH PUBLIC SCHOOLS Invoice Date: June 15, 2018
 ATTN: TECHNOLOGY DEPT Payment Due: July 15, 2018
 215 N FIRST AVE E
 DULUTH MN 55802

Invoice for 07/01/2018 - 06/30/2019 E-Rate Consulting Services

#	Units	Description	Unit	Service Category	Cost Per Unit	Annual Cost
	1	Annual Base		Contracted E-Rate Consulting Fee	250.00	250.00
	8,254	FY17 ADM Served Final, Jan 2018		Contracted E-Rate Service Fee	0.20	1,650.80
		Total Invoice				\$ 1,900.80

Campus Online Registration - Prime

New and existing student registration is a paper-intensive, inefficient process. Campus Online Registration - Prime is designed to streamline these processes with a configurable, flexible solution that will adapt to meet your district needs.



Benefits

- Present pre-populated screens to current parents and retain integrity of submitted household data through Campus Census. District staff verify information prior to it being approved for use in the core system.
- Eliminate duplicate data entry by staff and parents for multiple children in a household.
- Use Campus Multi-language Editor for non-English speaking households.
- Send emails via Campus Messenger to notify parents of updates and changes.
- Provide extended information by adding links within the application (PDFs, district collateral, etc.).
- Using health processing tools, review and confirm critical health information prior to enrollment while maintaining student health confidentiality.
- Optional customizations available.

Key Functionality

- Enable parents to update and/or enter demographic, health provider, allergy, health conditions, emergency contact, and student relationships.
- Link to custom forms to meet district needs.
- Offer "save my work" functionality so parents can return later to complete the registration process, if interrupted.
- Offer the ability to print or save registration package.
- Run four different reports for application and enrollment status.
- A digital repository allows you to upload utility bills for address verification, birth certificates, immunization files and transcripts.
- Use the process alerts to communicate notifications to appropriate district staff such as homeless, special ED, Health, etc.

We understand all districts needs vary, that's why we created two options for Campus Online Registration. For details contact Paula Soucheray at 800.850.2335 or email Paula.Soucheray@infinitecampus.com.

Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Duluth Independent School District 709, ("Licensee").

Description	Initial Term Start Date	Initial Term Length	Quantity	Fee Type	Unit Price	Total
Online Registration Prime	12/1/2018	7	8,304	Prorated	\$1.17	\$9,688.00
Campus Services, Online Registration Prime Training Days	12/1/2018		2	One Time	\$1,200.00	\$2,400.00
Year 1 Total						\$12,088.00
Description	Term Start Date	Quantity	Fee Type	Unit Price	Total	
Online Registration Prime	7/1/2019	8,304	Recurring	\$2.00	\$16,608.00	
Annual Recurring Total					\$16,608.00	

Duluth Independent School District 709

By: *Douglas A. Hasler*
 Name: Douglas A. Hasler
 Title: Executive Director of Business Services
 Date: 05/04/19

**Revenue Contracts Signed
May 2018**

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

Name	Amount	Source	Description
Lake Superior College	\$15,000.00	Adult Basic Education	Provide instructional staff
SOAR	\$1,890.00	Adult Basic Education	Implement Preparatory Apprenticeship Project
Lake Superior College	\$2,500.00	Business Services	Use of Central High School field
Lake Superior College	\$1,500.00	Business Services	Use of Lincoln Park MS field
Essentia Health	\$1,650.00	ECFE	Amazing Newborn classes
Northland Learning Center	\$49,100.00	Special Services	Agreement for Assistive Technology Services

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

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

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

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

NOW, THEREFORE, it is agreed:

1. DUTIES

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

Provide supplemental/integrated instruction and instructional support for up to four sections of ENGL/READ 0950 during the 2018-19 academic year. ABE instruction for each section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

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

Provide supplemental/integrated instruction and instructional support for up to four sections of MATH 0501 Math Foundations during the 2018-19 academic year. ABE instruction for each section is five (5) hours per week with an additional one (1) hour of preparation for an equivalent of 0.15 FTE per section.

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

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

ABE will invoice at the end of each academic semester.

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

b. MnSCU'S DUTIES. MnSCU shall:

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

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

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

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

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

2. CONSIDERATION AND TERMS OF PAYMENT.

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

Reimburse ABE for expenses up to, and not to exceed, an amount of Fifteen Thousand and 00/100 dollars (\$15,000.00) for instructional staff during the 2018-19 academic year.

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

December 21, 2018, covering August-December 2018 expenses
May 24, 2019, covering January-May 2019 expenses

3. CONDITIONS OF PAYMENT. All services provided by ABE pursuant to this Agreement shall be performed to the satisfaction of Lake Superior College, as determined at the sole discretion of its Authorized Representative.

4. TERMS OF AGREEMENT. This agreement shall be effective August 16, 2018, or upon the date that the final required signature is obtained by Lake Superior College, whichever occurs later, and shall remain in effect until June 28, 2019, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Patricia Fleege, Duluth Adult Education Manager
Address: 215 N. First Avenue East, Duluth, MN 55802

Telephone: 218-336-8790
 E-Mail: patricia.fleege@isd709.org
 Fax:

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

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

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

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ABE, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

ABE hereby assigns to Lake Superior College all rights, title and interest to the MATERIALS. ABE shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior College to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by ABE, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ABE, its employees and any subcontractors and ABE, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of ABE obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

- b. ABE represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.
11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with

others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

12. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

13. OTHER PROVISIONS. NONE

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

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

APPROVED:

1. STATE AGENCY

Independent School District 709 Adult Basic Education

By (authorized signature)	<i>Douglas A. Hawk</i>
Title	CFO
Date	5/31/18

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature)	
Title	
Date	

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

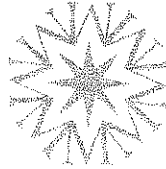
Lake Superior College

By (authorized signature)	
Title	
Date	

4. AS TO FORM AND EXECUTION

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

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2019	570000		\$2500		



Minnesota
STATE COLLEGES
& UNIVERSITIES

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

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

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

Location: Field at former Central High School ISD 709

Date and Time: August 2, 2018 – October 15, 2018

Description of Activity or Event: LSC Men's and Women's Soccer Practice on Monday thru Friday 3:00 pm – 6:30 pm during the above contracted time period.

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$1000.00 (One Thousand and 00/100 Dollars) for use of the field, and up to \$1500.00 (One Thousand Five Hundred and 00/100 Dollars) for mowing and lining of the field (\$360 for initial set-up and \$160 per LSC request – maximum of 7) as needed, which shall be payable within 30 (30) days of MnSCU's receipt of Licensor's invoice.
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of July 1, 2018 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 15, 2018. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**
All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

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

Licensors' authorized agent:

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

5. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition. Licensors shall provide the following:

- a. Parking;
- b. any necessary keys or access codes;
- c. mowing of field per ISD709 schedule with additional requests to mow and line being an additional One Hundred Sixty and 00/100 Dollars (\$160) per LSC request – maximum of 5 requests.

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

6. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and is responsible for securing the field and site if used after 4:30 pm .
7. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations attached as **Exhibit C** during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
8. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensors, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS and MnSCU will perform any inspection, evaluation and repair necessary to allow the safety of its students and coaches or others while on the site. The Licensors shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The MnSCU will perform all alterations or improvements it considers appropriate or necessary for the safe use the Space related to the MnSCU LSC Men's and Women's Soccer Practice and the participants related activity on the Licensors' premises associated with the Space. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.

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

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

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

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

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

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

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

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

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

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

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

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

- Agreement
- **EXHIBIT A, General Insurance Requirements**
- **EXHIBIT B, Site Plan showing Space permitted for use under this Agreement**

17. **SPECIAL PROVISIONS.** NONE

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


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

APPROVED:

1. LICENSOR: Independent School District #709

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

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

By (authorized signature)

Title CFO
Date 5/4/18

By (authorized signature)
Title
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

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

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

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

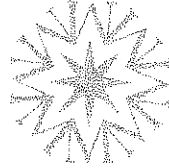
2. General Liability Insurance

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

Additional Insurance Conditions

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

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2019	570000		\$1500		73141



Minnesota
STATE COLLEGES
& UNIVERSITIES

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

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

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

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

Date and Time: August 2, 2018 – October 30, 2018 (Schedule attached)

Description

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

2. **FEES.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$25.00/hour along with a \$50.00 gate attendant fee per date. Total amount for the soccer season not to exceed \$1,500.00 (one thousand five hundred and 00/100 dollars), which shall be payable in arrears within thirty (30) days of MnSCU's receipt of Licensor's invoice.
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of August 1, 2018 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 30, 2018. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**
All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

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

Licensor's authorized agent:

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

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

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

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

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]
with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its

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

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

10. **MINNESOTA DATA PRACTICES ACT**. MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**. Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT**. The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS**. Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH**. In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE**. This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **ENTIRE AGREEMENT**. This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
- Agreement
 - **EXHIBIT A**, General Insurance Requirements

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

17. **SPECIAL PROVISIONS.** NONE

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


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

APPROVED:

1. LICENSOR: Independent School District #709

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

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

By (authorized signature)

Title CFO
Date 5/4/18

By (authorized signature)
Title
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

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

2. General Liability Insurance

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

Additional Insurance Conditions

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

Lake Superior College home game schedule Fall 2018

Day	Date	Game against	Men Game Times	Women	Location and if Home game or Away game
Home Game Schedule					
Saturday	11-Aug	Dakota Wesleyan	3:00 PM	1:00PM	Home
Sunday	2-Sep	Central Iowa	3:00 PM	1:00 PM	Home
Tuesday	4-Sep	College of St. Scholastica	TBD		Home - Men Only
Monday	12-Sep	UW Superior		TBD	Home - Women Only
Sunday	16-Sep	Anoka Ramsey	1:00 PM	3:00 PM	Home
Wednesday	19-Sep	CSS		TBD	Home-Women Only
Saturday	6-Oct	Riverland	2:00 PM		Home
Saturday	6-Oct	Rochester		12:00 PM	Home
Sunday	14-Oct	Minnesota West	12:00 PM		Home - Men Only
Tuesday	16-Oct	Dakota County	2:00 PM	4:00 PM	Home

Lake Superior Home field is Lincoln Park Middle School 3215 W. 3rd St. Duluth MN 55806

Coach Lightfoot ph: 218-290-7518



MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR)**, **North Central States Regional Council of Carpenters (NCSRCC)** and **Duluth Adult Basic Education** have come together to implement the *Preparatory Apprenticeship Project* funded by MN Department of Labor and Industry (MN DOL) - LEAP and Minnesota Department of Employment and Economic Development (MN DEED) – WESA.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and
 WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I) Description of Partner Agencies

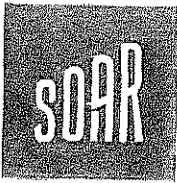
SOAR is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. **SOAR** provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. **SOAR** was founded in 1980 as Project **SOAR** of NE MN and changed its name in 2005. Since inception, over 11,600 individuals have received services.

NCSRCC represents nearly 26,000 union members and their families from 36 local unions in Iowa, Minnesota, Nebraska, North Dakota, South Dakota and Wisconsin. **NSRCC** is chartered by the United Brotherhood of Carpenters (UBC) and Joiners — one of North America's first unions, and still one of its most vibrant. The UBC represents more than half of a million Carpenters, Floor Coverers, Lathers, Millwrights, Pile Drivers and Cabinet Makers in the United States and Canada.

Duluth Adult Basic Education is a division of the Duluth Public School System's Community Services Programs. Classes and tutoring are offered in basic skills development (math, reading, writing, computer basics), GED preparation, English as a second language for immigrants and refugees, and transition skills for students wishing to enter post-secondary education or the job market.

II) Purpose and Scope

SOAR, **NCSRCC**, and **Duluth Adult Basic Education** will collaborate to implement the *Preparatory Apprenticeship Project (PAP)*. *PAP* has been designed to introduce the concept of apprenticeships and provide a pre-apprenticeship training to



economically disadvantaged, non-traditional participants into the trades. The PAP collaborative works to obtain the goal and objectives outlined in the Project Workplan and as described in the Grant Narratives.

Goal: Increase the number of non-traditional individuals (Indigenous People, People of Color and Women) entering into the Carpenters and Joiners Apprenticeship.

Objective 1: Increase community awareness of Preparatory Apprenticeship Project (PAP)

Objective 2: 80% (24 out of 30) of PAP Enrolled Participants will increase Self-awareness and Work Readiness Skills

Objective 3: 80% (12 out of 15) enrolled into PAP Participants graduate.

Objective 4: 60% (7 out of 12) PAP Participants enter into a Registered Apprenticeship

III) Roles and Responsibilities

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

SOAR, NCSRCC and Duluth Adult Basic Education will:

- 1.) Ensure grant outcomes and objectives are met to the best of their abilities.
- 2.) Ensure proper documentation supports success measures and benchmarks and submit to SOAR in accordance with the timeline outlined below.
- 3.) Maintain communication with partner agencies.
- 4.) Attend advisory committee meetings.
- 5.) Retain grant documentation for a minimum of six years.

SOAR will:

- 1.) Serve as the fiscal host and grant administrator;
- 2.) Serve as the liaison between DOL/MN DEED and partner agencies.
- 3.) Facilitate regular meetings with partner agencies for the purpose of providing collaborative oversight of the project.
- 4.) Facilitate regular meetings with partner agencies' program staff for the purpose of implementation of the project, identify issues and solutions.
- 5.) Recruit, screen and enroll eligible participants into PAP.
- 6.) Provide supportive services to participants.
- 7.) Provide work readiness, job search and retention services to participants of PAP.



North Central States Regional Council of Carpentry will:

- 1.) Facilitate 160 hours of carpentry training.
- 2.) Coordinate employer outreach and engagement efforts throughout the training period.
- 3.) Help connect participants with a registered apprenticeship.
- 4.) Host an experiential tour for women interested in accessing the field of carpentry.

Duluth Adult Basic Education will:

- 1) Provide basic skill assessment utilizing the Test of Adult Basic Education (TABE) which is recognized by the state of Minnesota as a means of assessing skill level in reading and math.
- 2) Provide field specific and essential basic skill development in reading, writing, math, study skills, and computer skills in a "just in time" contextualized stand-alone bridge course focused on preparing students to meet the challenges of carpentry specific training.
- 3) Provide integrated contextualized instruction during carpentry training.
- 4) Utilize whole cohort instruction and support, small group practice, as well as individual academic support to address the unique needs of students.

IV) Financial and Progress Reports

Payment to partner agencies is contingent upon receipt of MN DOL and MN DEED funding.

Invoices must be submitted to SOAR by the first of the month following quarter end to ensure payment. Documentation to support these payment requests do not need to be submitted, but retained at each respective agency and must be available to show in the event of an audit.

Due dates are as follows:

July 1, 2018	January 1, 2019	July 1, 2019
October 1, 2018	April 1, 2019	

Below represents the funding allocated to each agency.

- ✓ Duluth Adult Basic Education: \$1,890 (MN-DOL funds) through 6/30/19
- ✓ NSRCC: \$16,800 (MN-DOL funds) through 6/30/19
- ✓ NSRCC: \$18,419 (WESA funds) through 6/30/19

MJC 5-21-19

V) Timeline



Responsibilities under this Memorandum of Understanding will coincide with the MN DOL and MN DEED Grant timeline that ends June 30, 2019.

VI) Mutual Understanding

This MOU may be terminated by either party upon 30 days written notice.

V) Signatures

SOAR Career Solutions (SOAR), Duluth Adult Basic Education and North Central States Regional Council of Carpenters agree to collaborate and provide services as detailed above and pursuant to the program narrative of the grant application.

BY: [Signature] DATE: 5/22/18
Executive Director, SOAR Career Solutions

BY: [Signature] DATE: 05/30/18
Coordinator, Duluth Adult Basic Education

BY: [Signature] DATE: 5-21-18
Title?, NCREC
Executive Director, Carpenters + Joiners Training

Essentia Health SMMC
407 East Third Street
Duluth, MN 55805
ECFE Amazing Newborn Summer Program

Memorandum of Understanding

This agreement will define the services to be provided by an ECFE staff member to continue the class "Amazing Newborn" during summer school recess June 12, 2018 through August 23, 2018.

The parent educators will provide 1.5 hours of service for each Amazing Newborn session at the Birthing Center for a total of 22 visits.

The cost to facilitate this program for the summer of 2018 will be \$1650.00.

Approvals:

Jana Nachtsheim
Essentia Health SMDC Print name

5/22/18
Date

Jana Nachtsheim
Essentia Health SMDC Signature

5/22/18
Date

Douglas A. Hasler
CFO Independent School District #709
Print name

05/30/18
Date

Douglas A. Hasler
CFO Independent School District #709
Signature

05/30/18
Date

**NORTHLAND LEARNING CENTER
AND
Duluth Public Schools**

**AGREEMENT FOR PURCHASE OF ASSISTIVE TECHNOLOGY
SERVICES**

The following is an Agreement between *Northland Learning Center* and Duluth Public Schools. This Agreement shall be effective *August 28th, 2018– June 7th 2019*.

I. Duluth Public Schools Agrees:

- A. Hire and retain a full-time Assistive Technology Coordinator and sub-contract for .5 FTE to Northland Learning Center.
- B. Submit a yearly invoice for the .5 FTE including Salary and Fringe for this personnel for actually expenses. This will be approximately \$37,100 in Salary and \$12,000 in Fringe not to exceed \$49,100 Total for .5 FTE.

II. Northland Learning Center Agrees:

- A. To direct and supervise all work provide by the Assistive Technology Coordinator for 20 per contract week.
- B. To remit to NORTHLAND LEARNING CENTER, upon receipt yearly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education at Northland Learning Center shall supervise the contracted services to ensure that services are provided in accordance with Regional needs.

ADDITIONAL CONDITIONS

1. The Duluth Public Schools and NORTHLAND LEARNING CENTER Schools will comply with all state and federal reporting requirements. The Duluth Public Schools and NORTHLAND LEARNING CENTER will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. NORTHLAND LEARNING CENTER will consents to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

- 3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.
- 4. Services must be provided to the satisfaction of Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations.
NORTHLAND LEARNING CENTER will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

CANCELLATION

This agreement may be cancelled by Duluth Public Schools or NORTHLAND LEARNING CENTER at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the contractor shall be entitled to payment, determined on a pro rata basis, for work performed to Duluth Public Schools.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

STATE AUDIT

The books, records, documents and accounting procedures of the contractor and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

LIABILITY

The contractor agrees to indemnify, save and hold the district/agency; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the contractor and its agents or employees.

Agreed to by:

NORTHLAND LEARNING CENTER

ISD 709

By _____

By *Joseph A. Hank*

Title _____

Title CFO

Date _____

Date 05/30/18

**No Cost Contracts Signed
May 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of May 2018:

Name	Source	Description
Southwest Minnesota State University (SMSU)	Asst Supt	MOU
University of MN Duluth	Asst Supt	MOU
Insight Counseling Duluth	Duluth East HS	MOU

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTHWEST MINNESOTA STATE UNIVERSITY (SMSU)

AND

DULUTH

This Agreement is entered into between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **SOUTHWEST MINNESOTA STATE UNIVERSITY (SMSU)** (hereinafter "University"), and **DULUTH SCHOOL DISTRICT #709, ST. LOUIS COUNTY**, (hereinafter "District").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the University has established a baccalaureate teacher education program for qualified students preparing for and/or engaged in teaching careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the University; and

WHEREAS, the District has suitable facilities for the instructional needs of the teacher education programs(s) of the University; and

WHEREAS, it is in the general interest of the District to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the University and the District are desirous of cooperating to furnish a classroom learning experience for teacher education students enrolled at the University consistent with Minn. Stat. §122A.69;

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

1. UNIVERSITY RESPONSIBILITIES

- a. The University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering a baccalaureate teacher education program that is approved by the Minnesota Board of Teaching.
- b. The University will be responsible for the general educational experience of student teachers assigned to District sites for classroom experience, unless otherwise agreed to in writing by the parties.

- c. The University is responsible for establishing prerequisite criteria for placement of student teachers at District which shall include the requirement that all student teachers have completed an appropriate level of coursework in an approved teacher education program; and has overall responsibility for planning, directing and evaluating the students' classroom learning experiences.
- d. The University will provide the District with objectives for the classroom experience program, and educational goals for each student teacher, as appropriate. Implementation of those objectives will be accomplished jointly by the University and the District.
- e. The University will provide the District with requests for student teaching placements within a reasonable time in advance of any teaching period, together with relevant information with respect to the applicable credentials of each proposed student teacher.
- f. The University will inform its faculty and students of the District's policies and regulations that relate to the program at the District including, but not limited to, the confidentiality of information related to its pupils.
- g. The University will inform its students who are participating in the program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance.
- h. The University agrees to notify its students that District requires each student to undergo a criminal/maltreatment background study pursuant to Minn. Stat. §§ 123B.03 and 299C.60, *et seq.* as a prerequisite to participation in the program. Participating students will be directed to District's policies and procedures to authorize and pay for the background studies. The University is not responsible for any cost associated with obtaining the background studies.
- i. The University shall pay an honorarium or stipend for the placement of its student teachers in the amount of \$ 120 per student teacher per full semester. Payment shall be made to the District in the manner required.

2. DISTRICT RESPONSIBILITIES

- a. The District shall assume full responsibility for the instruction of its pupils. It is understood that individual pupil instruction is not controlled, supervised, or paid for by the University.
- b. The District agrees to provide student teaching opportunities for student teachers assigned to District sites. To this end, the District will provide the equipment, facilities, supplies and services for student teachers assigned to the District necessary to meet the objectives of the University's program. Licensed, full-time, continuing contract District teachers will supervise student teachers and such employees may establish and implement reasonable expectations of conduct applicable to their participation. District has ultimate control over its sites and may immediately terminate participation in the program of any of the students enrolled in the program where required by an emergency involving health and

safety; and in all other (non-emergency) instances, District shall consult with the University before taking any action to terminate the participation of a student.

- c. The District will provide the University with a copy of its policies and regulations which relate to the student teaching program.
- d. The District will provide an orientation to student teachers concerning its policies and procedures applicable to the program. The District shall allow a reasonable amount of District staff time for joint conferences with University faculty, for planning with University faculty, and for such other assistance as shall be mutually agreeable.
- e. When available, physical space such as offices, conference rooms, and classrooms of the District may be used by the University faculty and students who are participating in the clinical experience program.
- f. The District recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The District agrees to adhere to this policy in implementing this Agreement.

g. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The District agrees that in fulfilling the duties of this Agreement, the District 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 University 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.

3. MUTUAL RESPONSIBILITIES

- a. The University and District shall each identify a person or persons responsible for liaison during the course of this Agreement. The identity and contact information of these individuals shall be provided to the other party prior to each term during which University students are assigned to District sites under this Agreement. The persons responsible for the liaison will jointly plan for such matters as:
 - i. Selection, assignment and orientation of student teachers;
 - ii. Periodic review and preparation of objectives for the student teaching experience program; and
 - iii. Evaluation of student teacher performance.

It is understood and agreed by the parties that the District has final authority to determine the number of student teachers it will accept as program participants for each term and the District sites to which student teachers are assigned.
- b. The University has authority to withdraw, suspend or terminate a student teacher from the program for academic deficiencies, behavioral violations or other

sufficient reason subject to applicable procedures afforded to the student teacher. The District may unilaterally suspend a student's participation in the program at the District for behavioral or other conduct that, in its good faith judgement, constitutes a threat to the health or safety of District personnel or pupils. The District liaison will consult with the University liaison before suspending a student teacher's participation, except where consultation is not reasonably possible under the circumstances.

- c. Student teachers are participants in an educational program, and for the purposes of this Agreement, shall not be considered employees of either the University or the District except as provided in Minn. Stat. § 122A.69. Student teachers shall not be entitled or eligible to participate in any benefits or privileges given or extended to employees of the District or University except as provided in Minn. Stat. § 122A.69.

4. **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.

a. **Commercial General Liability Insurance**

The University 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.

The District will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

b. **Professional Liability Insurance**

The District will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence.

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.

c. **Additional Conditions:**

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If District receives a cancellation notice from an insurance carrier affording coverage herein, District agrees to notify the University within five (5) business days with a copy of the cancellation notice, unless District'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 University.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The University is self-insured

for Workers' Compensation purposes, and any such insurance extends only to employees of the University, not to students.

5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the District will be available to University faculty and students. University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the District or the University.
- b. Any University faculty member or student who is injured or becomes ill while at the District shall immediately report the injury or illness to the District and receive treatment (if available) at the District 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 University faculty member or student who receives the treatment and not the responsibility of the District or the University.

6. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

7. TERM OF AGREEMENT

This Agreement is effective on the later of July 1, 2018, or when fully executed, and shall remain in effect until June 30, 2021. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the District shall not become effective with respect to students then participating in the student teaching program.

8. FINANCIAL CONSIDERATION

- a. Except as expressly provided in this Agreement, the University and the District shall each bear their own costs associated with this Agreement and no payment is required by either the University or the District to the other party.
- b. The District is not required to reimburse the University faculty or students for any services rendered to the District or its patients pursuant to this Agreement.

9. AMENDMENTS

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

10. ASSIGNMENT

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

11. STATE AUDIT

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

12. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The District and University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the District in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the District or the University.

In the event the District receives a request to release the data referred to in this clause, the District must immediately notify the University. The University will give the District 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.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement. The District may require student teachers to sign an authorization to permit the District and University to exchange information about the student teacher's participation and performance in the program.

13. GOVERNING LAW

This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota.

14. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement and understanding between the parties relative to the program. This Agreement supersedes all other prior agreements between the parties.

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

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

APPROVED:

1. DISTRICT: DULUTH

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

By (authorized signature and printed name) <i>Douglas C. Hahn</i>
Title CFO
Date 05/15/18

By (authorized signature and printed name)
Title
Date

2. SOUTHWEST MINNESOTA STATE UNIVERSITY

By (authorized signature and printed name) <i>Dwight C. Watson</i>
Title Provost
Date 5/21/18

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date



UNIVERSITY OF MINNESOTA
AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
 between
Regents of the University of Minnesota
 through its **University of Minnesota Duluth (“University”)**
 and
ISD 709 (“Affiliate”)

WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION (“Agreement”), effective April 30, 2018 through April 30, 2023 (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate’s sites for certain University students enrolled in the program, the parties agree as follows:

1. Description of Affiliation.

1.1 With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.

1.2 Contact Information:

<u>Affiliate:</u>	<u>University:</u>
ISD 709 Attn: Doug Trentor Ordean East High School 2900 E 4 th Street Duluth, MN 55812 Phone: 218-336-8940 ext 2968 E-mail: douglas.trentor@isd709.org	University of Minnesota Duluth Attn: Kathy Dowell Psychology Department 1207 Ordean Court 320 Bohannon Hall Duluth, MN 55812 Phone: 218-726-6742 E-mail: kdowell@d.umn.edu

2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 University and Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The persons responsible for the liaison will jointly plan for:

- a. Selection, assignment and orientation of students;
- b. Periodic review and preparation of objectives for the instructional program; and
- c. Evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the student's participation at Affiliate site(s). Affiliate liaison will consult University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either Affiliate or University and neither party shall have responsibility for payment of workers' compensation benefits to the student.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties agree to review this Agreement periodically to ensure that it meets with University's curriculum requirements, as well as the standards of the accrediting agency. Additionally, the parties shall evaluate the operations and effectiveness of this Agreement. Modifications to this Agreement shall be made pursuant to section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.

2.2. University Responsibilities.

2.2.1 University shall assume overall responsibility for the general educational experience of students assigned to Affiliate, which responsibility includes the following:

- a. Determination of educational goals for each student;
- b. Establishing prerequisite criteria for placement of students with Affiliate;

- c. Determination of completion of the assignment;
- d. If required, educational goals and objectives for the students in the program are outlined in Attachment _____;
- e. Provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. Final evaluation of student performance; and
- g. If Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, then Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 For students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, the students will be required to provide proof of immunization for measles (rubeola), mumps and rubella or positive titre; annual influenza; chicken pox (varicella), documented positive history, or positive titre; pertussis; hepatitis B series or documented immunity; and evidence of annual tuberculosis test or a statement from a provider stating that the student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 At the request of Affiliate, University will require students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the affiliation.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

2.3. Affiliate Responsibilities.

2.3.1 Affiliate shall assume full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate agrees to provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate agrees to identify and provide University with current copies of any policies and procedures at the clinical site, which apply to the educational experience of the students.

2.3.5 Affiliate agrees to render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students' clinical experience under this Agreement. As set forth in section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during this affiliation.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will comply with the Family Educational Rights and Privacy Act ("FERPA") to the same extent such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to FERPA, University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University's records is required by Affiliate to perform its responsibilities under this Agreement.

3. Liability Insurance and Indemnity

3.1. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University students for activities performed within the course and scope of their duties under this agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, the University will provide a certificate of insurance evidencing such coverage.

3.2. The University agrees to defend, hold harmless, and indemnify the Affiliate, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the University, its employees, agents, or representatives (including students) during the performance of its obligation under this agreement. The University's liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

3.3. The Affiliate shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate.

3.4. The Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, or representatives, during the performance of its obligations under this agreement.

4. Financial Terms. (Check appropriate financial description.)

Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment _____.

None

5. Other Terms.

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.

5.3 This Agreement supersedes all other affiliation agreements that are the subject of this Agreement existing between University and Affiliate, whether executed at the institutional or college program level.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.

5.6 Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

IN WITNESS WHEREOF, the authorized representative(s) of the parties hereto execute this Agreement as follows:

Regents of the University of Minnesota	ISD 709
By: _____	By: <u>Joseph A. Hasler</u>
Name: <u>Kathy Dowell</u>	Name: <u>Doug Hasler</u>
Title: <u>Associate Professor, UMD</u>	Title: <u>CFO</u>
Date: _____	Date: <u>05/22/18</u>
By: _____	
Name: <u>Fay Maas</u>	
Title: <u>Associate Dean, UMD College of Education and Human Service Professions</u>	
Date: _____	

NOTE: This Agreement should be executed by Affiliate before University representatives begin the execution process.

MEMORANDUM OF UNDERSTANDING
BETWEEN INSIGHT COUNSELING DULUTH AND DULUTH SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Insight Counseling Duluth, community mental health clinic and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Insight Counseling Duluth and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to provide a quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools;

WHEREAS, Insight Counseling Duluth, desires to locate licensed mental health therapists at Duluth school buildings to provide mental health services with an emphasis on grief;

Therefore, Insight Counseling Duluth and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of Insight Counseling and Duluth School District

It is understood that Insight Counseling Duluth and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Insight Counseling

Students served by Insight Counseling Duluth are clients of this organization and subject to the same rights and responsibilities as clients served in the organization's clinic settings.

Insight Counseling Duluth will;

1. Meet with Duluth schools administration staff to plan a system of mental health service delivery
2. Locate licensed mental health therapist(s) at Duluth schools in order to provide mental health services with an emphasis on grief.
3. Employ and be responsible for its professionals placed at Duluth school
4. Maintain appropriate professional liability insurance
5. Accept referrals from school district staff within clinical competencies, ethical practices and reimbursement guidelines
6. Share student/client information with school staff as needed and with the consent of the student/responsible parent.
7. Obtain parental permission to provide mental health services with an emphasis on grief support.
8. Maintain and own mental health records of students served
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. The School district shall not be responsible for the cost of services delivered by Insight Counseling Duluth.

- 10. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
- 11. Ensure that mental health professionals sessions do not conflict with necessary school scheduling such as specialist services without administrative permission
- 12. Not interfere with students receiving federally mandated IEP services from Special Education staff

Role of Duluth School District


- 1. Meet with Insight Counseling Duluth staff to plan a system of mental health service delivery.
- 2. Provide Insight Counseling Duluth therapists with appropriate, private office space, access to phone, access to fax machine, and access to an internet connection.
- 3. Inform school staff (Principal) of services available and work with Insight Counseling Duluth staff to develop a system to identify and refer students that may be in need of mental health services with an emphasis on grief. Such referrals shall not in any way be construed to create financial responsibility for service delivered by Insight Counseling Duluth.
- 4. Meet periodically with Insight Counseling Duluth designated staff to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

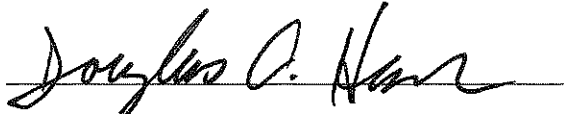
Terms. This Memorandum of Understanding will begin effective the date of 5-4-2018. This MOU will renew for one year periods effective unlimited unless either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Insight Counseling and Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Insight Counseling and Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Signed:  Date: 5/4/18

Dina Clabaugh, Owner/Psychotherapist, Insight Counseling Duluth

Signed:  Date: 5/4/18

Douglas Hasler, CFO/Executive Director of Business Services, ISD 709

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT MAY 2018

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 323 work orders, and are currently working on 587 open work orders.
- Facilities maintenance trade crews are currently scheduled at Lester Park School.
- Discussions are occurring related to costs involved and evaluating options to further increase our school security.
- A rodent problem was discovered at Congdon School. Rodents are living near and under the new addition. The food recycling storage bins were the source of food for the rodents. Efforts to eradicate are occurring and options are being discussed.
- Danielle Foertsch, our new AutoCad Technician, resigned to take a position with the DNR, and we have re-posted this vacancy.

Capital Construction:

- The Lakewood roof project is well underway, with roofing materials now installed, and sheet metal work in progress. Required masonry work will begin in late June.
- Rockridge site work is almost complete. Bituminous will be installed in the next few weeks depending on weather. With some contingency funds available we may have an opportunity to increase the coverage of bituminous in the back parking lot.
- A preconstruction meeting was conducted for the OEMS gym floor refinishing. This gym floor and curtains are original 1986 and once updated will be similar to our new schools. This work is scheduled for late July.
- The final punch list has been distributed to A+ Landscaping to complete any non-completed items related to the EWF district wide replacement project.

Building Operations

- Operations have filled one of our two custodian openings. We currently are getting ready to interview for the last vacancy in the next week.
- Operations staff is on their final push toward the end of the school year. For many, this is an extremely busy time for us, too. We are providing service for graduations, field days, performances, you name it. All while maintaining the cleanliness of our buildings as we get ready for summer. We are looking forward to the change of pace during the summer months.

Health, Safety & Environmental Management

Environmental/Health/Safety

- Lead in Water: The state now has a lead in water statute the District needs to comply with by July 1, 2018 so a lead in water plan was drafted as part of the compliance. The last lead in water testing was completed in 2017.
- The Lakewood roofing project was monitored during the application of the asphalt product. Fans were utilized to keep the building odors to a minimum and monitoring for H₂S and Carbon Dioxide were conducted on a daily basis. No levels of H₂S were ever found in or near the building.

- A fire inspection was completed at Lester Park Elementary. A near perfect inspection was done. No unsafe conditions were found, just some signage that needs removal and the recommendation of an extension cord removal. During the pre-inspection conducted by the safety department only a handful of extension cords were found non-compliant and were removed prior to the fire inspection.
- MSDS online renewal was completed. The renewal is for online access and continuous updates to our Safety Data Sheets so employees have easy access to chemical information.
- An inventory of water faucets and taps at Rockridge Academy was completed in preparation for Lead in Water testing. It was not tested in 2017 due to being closed.
- Basketball hoop inspections were scheduled for the week after school is out.
- Semi-annual playground inspections were completed at Homecroft and Lester Park. One megaphone needs replacement at Homecroft and one bolt needed tightening at Lester Park. The playground mulch is at its minimum recommended level in a couple areas.
- A gas smell was investigated at Homecroft Elementary. The pilot lights were found to be out in the kitchen. The gas will be shut off unless in use until the pilot lights can be cleaned.
- The neutralization tank for the science classrooms was clogged at Denfeld. The chemicals are being neutralized prior to disposal until the tank can be cleaned. The work is being researched and quotes will be requested next week.

Emergency Response

- A second ERCM meeting was held to get a task list together for emergency response enhancements for next fall. The next step is to get law enforcement together to ensure we have the best information available when updating procedures.
- Attended a meeting with administration to ensure everyone is relaying the same message about the focus on emergency response enhancements.
- AED battery was replaced at Ordean.

Workers' Compensation Activities

- A workers' compensation planning meeting was held with MMA to begin utilizing tools they have available to curtail work comp injuries/costs.
- OSHA Recordables for the month: 4

Walking, pain/pop in right knee
Student kicked, strain to right knee
Cut on right pointer finger from clipboard
Slipped on liquid, fx left knee cap

- First report of injuries: 29

ISD 709 Legislative Platform Priorities for 2017-18

(anything underlined is a hyperlink to a document, bill, etc.)

Special Education / New Special Education Formula

- 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)
 - 03/28/18 – 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](#) (Dziedzic)
 - 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 (Rest)
 - 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 3rd 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. [4425](#) (Miller) – Omnibus bonding bill – includes \$25,000,000 for school safety grants (under Sec. 4 Education – line 8.11)
 - Senate Companion Bill – S.F. [4021](#)
 - 04/18/18 – Introduction, first reading, referred to [Capital Investment](#)
 - 04/19/18 – Committee report, to adopt and re-refer to [Ways and Means](#)
 - 05/14/18 – Bill was passed
 - 05/20/18 – Bill passed as amended by Senate
 - 05/21/18 – Presented to Governor
 - 05/30/18 – Approved by Governor with line item veto page 99-100, lines 99.19-100.5
 - 05/30/18 – Filed with Secretary of State, Chapter 214

- 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

- MN Legislative Calendar (House & Senate) - [click here](#)
- Governor's Legislative Tracker - [click here](#)
- List of Committees (House & Senate) - [click here](#)

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

382



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.



May 29, 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 1st Ave E
Duluth, MN 55802

RE: Marketing Update
800 E Central Entrance "Central High School Property"
108 E 6th Street "Nettleton School"

108 E 6th Street "Nettleton School"

Marketing

- Live listing on MnCar.org first week of May.
- Broadcast Email sent to MnCar members first week of May.

Showings – 14 total since last update

- Wednesday, May 2nd
- Thursday, May 3rd
- Monday, May 7th (two showings)
- Wednesday, May 9th (two showings)
- Thursday, May 10th
- Friday, May 11th (two showings)
- Monday, May 14th (two showings)
- Monday, May 21st (two showings)
- Wednesday, My 23rd

Scheduled Showings

- As of the date of this update, there are no additional showings schedules for the property.

Offers – as of the date of this update we have four written offers.

800 E. Central Entrance “Central High School Property”

Marketing

- Aerial Photos receive Monday, May 7th.
- Marketing updated with new photos May 7th & May 8th.
- Broadcast Email sent to MnCar Members the first week of May.
- Walk through of Central site with Dylan from ISD 709 and my team (Trevor Samsa and Valerie Rappana) on Tuesday, May 8th.

Showings

- Wednesday, May 9th.

Offers – we have received one Letter of Intent, or proposal for the Central Site.

Other Activity

On Tuesday, May 15th, Trevor Samsa and I attended the closed board meeting to discuss the Nettleton offers in hand at that time. We are scheduled to be presenting the additional offers this evening, Tuesday, May 29, 2018.

Inquiries on the Nettleton property continue to be high. The Central site has as well generated inquiries from various Developers, Brokers and Investors as expected.

Please do not hesitate to reach out with any questions.

Respectfully,

Greg Follmer
Broker