

**Business Committee**  
 Duluth Public Schools, ISD 709  
 Agenda  
 Monday, September 10, 2018  
 District Services Center  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 4:30 PM

1. **Financial Report**
  - A. Financial Report - Financial statements only (Cash Flow report will resume later this year) 5
  - B. Approval of Payment of Claims - Attached as an "extra"
  - C. Budget Revisions 14
  - D. Wire Transfers 16
  - E. Investment Transactions 17
  - F. APU Projections - None (resumes in October)
  - G. Fundraisers - None
2. **Bids, R.F.P.s and Quotes Reports**
  - A. Bids 18
    - 1) Bid 1268 - Bakery Products  
 Bids for the production and delivery of bakery products for Child Nutrition (District-Wide) for the period of October 1, 2018 through September 30, 2019, with an option for a one year renewal, were advertised in the Duluth News Tribune and sent to five (5) area vendors. Responses were received from two vendors.  
  
Recommendation: It is recommended that the Duluth School Board accept the low bid meeting specification as submitted by Bimbo Bakeries USA in the total (estimated) amount for the first year of \$26,370.00 be accepted. The second year renewal by mutual agreement is subject to the same conditions show in the specifications. It is further recommended that the Duluth School Board authorize the Board Chair to sign the second year renewal if mutually agreed upon by both parties.
  - B. RFPs - None
  - C. Quotes - None
3. **Policies and Regulations**
  - A. New Policy 701 - Establishment and Adoption of School District Budget 20  
 Attached is MSBA model policy 701 - Establishment and Adoption of School District Budget for the second reading. This policy would replace current policies 3005, 3015, 3100, 3105, and 3110.  
  
Recommendation: It is recommended that the Duluth School Board approve Policy 701 - second reading.

<u>B. New Policy 701.1 - Modification of School District Budget</u>	<u>22</u>
Attached is MSBA model policy 701.1 - Modification of School District Budget for the second reading. This policy would replace current policy 3010.	
Recommendation: It is recommended that the Duluth School Board approve Policy 701.1 - second reading.	
<u>C. New Policy 702 - Accounting</u>	<u>23</u>
Attached is MSBA model policy 702 - Accounting for the second reading. This policy would replace current policy 3010.	
Recommendation: It is recommended that the Duluth School Board approve Policy 702 - second reading.	
<u>D. Delete Policy 3005 - Budget Planning and Development</u>	<u>24</u>
In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3005 which will be replaced with MSBA Policy 701 - second reading.	
Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3005 - second reading.	
<u>E. Delete Policy 3010 - Budget Control</u>	<u>25</u>
In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3010 which will be replaced with MSBA Policies 701 and 702 - second reading.	
Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3010 - second reading.	
<u>F. Delete Policy 3015 - Income</u>	<u>26</u>
In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3015 which will be replaced with MSBA Policy 701 - second reading.	
Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3015 - second reading.	
<u>G. Delete Policy 3100 - Classification of Expenditures</u>	<u>27</u>
In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3100 which will be replaced with MSBA Policy 701 - second reading.	
Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3100 - second reading.	
<u>H. Delete Policy 3105 - Periodic Financial Reports</u>	<u>28</u>
In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3105 which will be replaced with MSBA Policy 701 - second reading.	

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3105 - second reading.

I. Delete Policy 3110 - Budget and Expense Report 29

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3110 which will be replaced with MSBA Policy 701 - second reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3110 - second reading.

J. New Policy 722 - Public Data Requests 30

Attached is MSBA Model Policy 722 - Public Data Requests for the first reading. This policy would replace current policy 108.

Recommendation: It is recommended that the Duluth School Board approve Policy 722 - first reading.

K. Delete Policy 108 - Government Data Practices Act Policy 37

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 108 which will be replaced with MSBA Policy 722 - first reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 108 - first reading.

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

A. Contracts

1) School Transportation Services 41

RFQ 4160 was approved by the School Board in December, 2014 for the 2014-15 and 2015-16 school years. In addition, it included the opportunity to negotiate additional one year agreements in the future.

Recommendation: It is recommended that the Duluth School Board approve a contract with Voyageur Bus Company for the 2018-19 school year using the consumer price index (Mpls-St. Paul, all items less energy).

2) **PLACEHOLDER** - School Resource Officer (SRO)

3) **PLACEHOLDER** - Essentia Health Duluth Heritage Sports Center

4) **PLACEHOLDER** - Northland Consulting Engineers (NCE) - LTFM project to replace the track at Denfeld/PSS

B. Change Orders

1) **PLACEHOLDER** - Other Change Orders

C. Leases

1) Lakewood Little Lynx Preschool 45

Attached is a lease agreement with Lakewood Elementary School Foundation for a preschool, located at Lakewood Elementary School, for incoming three, four and five year old children. The time period of this contract is September 1, 2018 through June 30th, 2021 in the amount of \$450 per year.

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

2) **PLACEHOLDER** - The Hills

3) **PLACEHOLDER** - Valley Youth/Welch Center

**5. Resolutions**

A. B-9-18-XXXX - Acceptance of Donations 58

Recommendation: It is recommended that the Duluth School Board approve Resolution 9-18-XXXX.

B. B-9-18-XXXX - Maximum Levy Certification 59

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-18-XXXX.

C. B-9-18-XXXX - Resolution Authorizing the Issuance of Full Term Refunding Certificates of Participation, Series 2018A 60

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-18-XXXX.

D. B-9-18-XXXX - Resolution Authorizing the Issuance of Full Term Refunding Certificates of Participation, Series 2018B 76

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-18-XXXX.

E. **PLACEHOLDER** - Sale of Property

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

A. Expenditure Contracts 79

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

B. Extension or Renewal Contracts - None

C. No Cost Contracts 106

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

D. Revenue Contracts - None

E. Change Orders Signed - None

F. Facilities Management & Capital Project Status Report 143

G. Property Sale Updates 144

**7. Future Items**

A. Final Levy Approval (December)

B. FY 2017-18 Audit Results (December)

C. Review of Policy 3017 - General Fund Reserve Balance (October)

D. Policy Updates

		General Fund Jul-18			Percent of year	8.33%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy	\$	-	\$ 12,802,626	\$ 12,780,894	\$ 12,780,894	100%
State aids		1,879,569	71,873,563	70,004,711	68,125,142	97%
Special ED (fin 740)		-	13,737,860	13,496,247	13,496,247	100%
Federal		-	5,623,431	5,623,431	5,623,431	100%
Other		-	-	-	-	
Other Local		33,164	2,949,850	2,867,182	2,834,018	99%
Student Activities		-	1,496,993	1,496,993	1,496,993	100%
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Total Revenue	\$	1,912,733	\$ 108,484,323	\$ 106,269,458	\$ 104,356,725	98%
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<b>Expenditures</b>						
010-050 Administration	\$	159,590	\$ 4,885,552	\$ 5,227,718	\$ 5,068,128	97%
105-110 District Support Services		534,800	4,049,994	5,415,380	4,880,580	90%
200-298 Elem & Secondary Reg		615,559	42,493,820	42,182,688	41,567,129	99%
300-380 Vocational Education		14,715	1,701,341	1,710,785	1,696,070	99%
400-422 Special Education		294,169	23,158,015	22,313,558	22,019,389	99%
505-590 Community Education						
605-640 Instructional Support		46,362	3,890,733	3,938,969	3,892,607	99%
710-770 Pupil Support		54,073	8,047,695	7,873,161	7,819,088	99%
805-865 Sites and Buildings		344,885	15,160,113	12,826,602	12,481,717	97%
910-940 Fiscal & Other Fixed		188,008	3,480,000	3,260,000	3,071,992	94%
Student Activities		-	1,496,993	1,496,993	1,496,993	100%
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Total Expenditures	\$	2,252,161	\$ 108,364,256	\$ 106,245,854	\$ 103,993,693	98%
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Excess Rev Over (Under)	\$	(339,428)	\$ 120,067	\$ 23,604	\$ 363,032	

Percent of year 8.33%

**General Fund Unrestricted**  
**Jul-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ 9,519,071	\$ 9,497,339	\$ 9,497,339	100%
State aids	1,877,232	61,109,019	59,230,727	57,353,495	97%
Special ED (fin 740)	-	13,737,860	13,496,247	13,496,247	100%
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	29,680	2,095,153	2,145,154	2,115,474	99%
Student Activities	-	1,496,993	1,496,993	1,496,993	100%
<b>Total Revenue</b>	<b>\$ 1,906,912</b>	<b>\$ 87,958,096</b>	<b>\$ 85,866,460</b>	<b>\$ 83,959,548</b>	<b>98%</b>
<b>Expenditures</b>					
010-050 Administration	\$ 159,590	\$ 4,885,552	\$ 5,227,718	\$ 5,068,128	97%
105-110 District Support Services	534,800	3,899,994	5,265,380	4,730,580	90%
200-298 Elem & Secondary Reg	437,335	30,362,497	30,051,365	29,614,030	99%
300-380 Vocational Education	14,362	1,569,790	1,579,234	1,564,872	99%
400-422 Special Education	242,117	20,296,764	19,575,536	19,333,419	99%
505-590 Community Education					
605-640 Instructional Support	19,695	1,446,097	1,418,697	1,399,002	99%
710-770 Pupil Support	50,874	8,047,695	7,873,161	7,822,287	99%
805-865 Sites and Buildings	292,620	12,352,647	10,019,136	9,726,516	97%
910-940 Fiscal & Other Fixed	188,008	3,260,000	3,260,000	3,071,992	94%
Student Activities	-	1,496,993	1,496,993	1,496,993	100%
<b>Total Expenditures</b>	<b>\$ 1,939,401</b>	<b>\$ 87,618,029</b>	<b>\$ 85,767,220</b>	<b>\$ 83,827,819</b>	<b>98%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (32,489)</b>	<b>\$ 340,067</b>	<b>\$ 99,240</b>	<b>\$ 131,729</b>	

Percent of year **8.33%**

**General Fund Restricted  
Jul-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ 3,283,555	\$ 3,283,555	\$ 3,283,555	100%
State aids	2,337	10,764,544	10,773,984	10,771,647	100%
Special ED (fin 740)	-	-	-	-	
Federal	-	5,623,431	5,623,431	5,623,431	100%
Other	-	-	-	-	
Other Local	3,484	854,697	722,028	718,544	100%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 5,821</b>	<b>\$ 20,526,227</b>	<b>\$ 20,402,998</b>	<b>\$ 20,397,177</b>	<b>100%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	150,000	150,000	150,000	100%
200-298 Elem & Secondary Reg	178,224	12,131,323	12,131,323	11,953,099	99%
300-380 Vocational Education	353	131,551	131,551	131,198	100%
400-422 Special Education	52,052	2,861,251	2,738,022	2,685,970	98%
505-590 Community Education					
605-640 Instructional Support	26,667	2,444,636	2,520,272	2,493,605	99%
710-770 Pupil Support	3,199	-	-	(3,199)	
805-865 Sites and Buildings	52,265	2,807,466	2,807,466	2,755,201	98%
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 312,760</b>	<b>\$ 20,526,227</b>	<b>\$ 20,478,634</b>	<b>\$ 20,165,874</b>	<b>98%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (306,939)</b>	<b>\$ -</b>	<b>\$ (75,636)</b>	<b>\$ 231,303</b>	

Percent of year **8.33%**

**Food Service Fund  
Jul-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	1,500	220,000	220,000	218,500	99%
Special ED (fin 740)	-	-	-	-	
Federal	477	2,617,000	2,617,000	2,616,523	100%
Other	(46)	6,000	1,259,500	1,259,546	100%
Other Local	530		6,000	5,470	91%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 2,461</b>	<b>\$ 2,843,000</b>	<b>\$ 4,102,500</b>	<b>\$ 4,100,039</b>	<b>100%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	44,303	4,182,661	4,182,661	4,138,358	99%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 44,303</b>	<b>\$ 4,182,661</b>	<b>\$ 4,182,661</b>	<b>\$ 4,138,358</b>	<b>99%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (41,842)</b>	<b>\$ (1,339,661)</b>	<b>\$ (80,161)</b>	<b>\$ (38,319)</b>	

Percent of year **8.33%**

**Community Service Fund  
Jul-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ 972,505	\$ 972,505	\$ 972,505	100%
State aids	6,721	2,548,536	2,548,536	2,541,815	100%
Special ED (fin 740)	-	-	-	-	
Federal	-	2,093,958	2,093,958	2,093,958	100%
Other	-	-	-	-	
Other Local	168,450	1,787,700	1,797,700	1,629,250	91%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 175,171</b>	<b>\$ 7,402,699</b>	<b>\$ 7,412,699</b>	<b>\$ 7,237,528</b>	<b>98%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	167,986	7,674,184	7,684,184	7,516,198	98%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 167,986</b>	<b>\$ 7,674,184</b>	<b>\$ 7,684,184</b>	<b>\$ 7,516,198</b>	<b>98%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 7,185</b>	<b>\$ (271,485)</b>	<b>\$ (271,485)</b>	<b>\$ (278,670)</b>	

Percent of year **8.33%**

**Capital Projects Fund  
Jul-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Excess Rev Over (Under)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

Percent of year **8.33%**

**Debt Service Fund  
Jul-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ 18,274,130	\$ 18,274,130	\$ 18,274,130	100%
State aids	329,787	2,198,818	2,198,818	1,869,031	85%
Special ED (fin 740)	-	-	-	-	
Federal	416,979	833,957	833,957	416,978	50%
Other	-	-	-	-	
Other Local	-	1,000,000	1,000,000	1,000,000	100%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 746,766</b>	<b>\$ 22,306,905</b>	<b>\$ 22,306,905</b>	<b>\$ 21,560,139</b>	<b>97%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	3,790,827	105,560,113	105,560,113	101,769,286	96%
<b>Total Expenditures</b>	<b>\$ 3,790,827</b>	<b>\$ 105,560,113</b>	<b>\$ 105,560,113</b>	<b>\$ 101,769,286</b>	<b>96%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (3,044,061)</b>	<b>\$ (83,253,208)</b>	<b>\$ (83,253,208)</b>	<b>\$ (80,209,147)</b>	

Percent of year **8.33%**

**Trust Fund  
Jul-18**

	FY19 Actual	FY 19 Budget Adopted	Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	-	262,450	262,450	262,450	100%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 262,450</b>	<b>\$ 262,450</b>	<b>\$ 262,450</b>	<b>100%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	1,421,043	1,421,043	1,421,043	100%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 1,421,043</b>	<b>\$ 1,421,043</b>	<b>\$ 1,421,043</b>	<b>100%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ -</b>	<b>\$ (1,158,593)</b>	<b>\$ (1,158,593)</b>	<b>\$ (1,158,593)</b>	

Percent of year **8.33%**

**Dental Internal Service Fund**  
**Jul-18**

	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget Balance	Budget Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	47,672	840,000	840,000	792,328	94%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 47,672</b>	<b>\$ 840,000</b>	<b>\$ 840,000</b>	<b>\$ 792,328</b>	<b>94%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	76,459	819,000	819,000	742,541	91%
<b>Total Expenditures</b>	<b>\$ 76,459</b>	<b>\$ 819,000</b>	<b>\$ 819,000</b>	<b>\$ 742,541</b>	<b>91%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (28,787)</b>	<b>\$ 21,000</b>	<b>\$ 21,000</b>	<b>\$ 49,787</b>	





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 07/31/2018**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
07/13/2018	V109781	AFSCME MN COUNCIL 5 EFT	1,126.96
07/13/2018	V106466	CITISTREET FOR MSRS	1,625.69
07/13/2018	V106637	EBC - FLEX EFT	10,169.34
07/13/2018	V106636	EBC - TSA EFT	59,894.60
07/13/2018	V102915	FEDERAL 941 PR TAXES	488,560.86
07/13/2018	V107231	HARBOR POINTE CREDIT UNION	7,861.00
07/13/2018	V108066	MG TRUST	92,749.74
07/13/2018	V05173	MN CHILD SUPPORT EFT	1,279.16
07/13/2018	V108320	MN DEPT OF REVENUE EFT	862.55
07/13/2018	V102916	MN STATE PR TAXES	86,688.59
07/13/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	46,592.51
07/13/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	274,761.70
07/13/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,404,088.97
07/27/2018	V106737	ASSOCIATED BANK (EFT)	1,275,553.75
07/27/2018	V06645	MEDICA HEALTH PLAN (EFT)	178,913.60
07/27/2018	V106638	PEIP - HLTH EFT	2,702,722.36
07/27/2018	V05012	U S BANK TRUST N A CORP EFT	2,513,523.72
07/27/2018	V106466	CITISTREET FOR MSRS	178,374.34
07/27/2018	V106637	EBC - FLEX EFT	10,169.34
07/27/2018	V106636	EBC - TSA EFT	59,817.59
07/27/2018	V102915	FEDERAL 941 PR TAXES	476,685.99
07/27/2018	V107231	HARBOR POINTE CREDIT UNION	7,861.00
07/27/2018	V108066	MG TRUST	92,416.38
07/27/2018	V05173	MN CHILD SUPPORT EFT	1,279.16
07/27/2018	V108320	MN DEPT OF REVENUE EFT	864.77
07/27/2018	V102916	MN STATE PR TAXES	85,470.11
07/27/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	42,689.08
07/27/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	268,162.08
07/27/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,356,160.70
07/27/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	76,459.15
07/27/2018	V100499	MN DEPT OF REVENUE EFT	273.00
07/31/2018	V104923	HARRIS BANK	23,542.24
			11,827,200.03

**ISD 709 - Duluth Public Schools**  
**GF Investment Activity for FY 2019**  
**As of July 31, 2018**

<b>Beginning Investment Balance (June 30, 2018)</b>					<b>\$ 7,090,515.47</b>
<b>Add Purchases:</b>					
<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
7/25/2018	MN Trust Term Series	MNT	8/24/2018	2.05%	\$ 2,000,000.00
<b>Total Purchases</b>			<b>\$</b>	<b>2,000,000.00</b>	
<b>Deduct Maturities/Calls/Sales:</b>					
<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
7/25/2018	MN Trust Term Series	MNT	7/25/2018	2.02%	\$ 3,000,000.00
<b>Total Maturities</b>			<b>\$</b>	<b>3,000,000.00</b>	
<b>Other items:</b>					
Add:	Money Market Funds Interest				\$ 114.53
	Beginning Value Adjustment				
	Other Interest/Cash Balance on Account (Reverse)				
Deduct:	Transaction Fees/Other				
	Market Value Adjustment-Adjust for Cost Basis				
<b>Total Other</b>			<b>\$</b>	<b>114.53</b>	
<b>Ending Investment Balance (July 31, 2018)</b>					<b>\$ 6,090,630.00</b>

**Note:** Ending Investment Balance as of July 31, 2017 was \$6,168,397.04

**MEMORANDUM**

To: Peggy Blalock, Finance Manager  
From: Tony Kelekovich, <sup>TV</sup> Supervisor of Purchasing  
Subject: Bid-1268 Bakery Products  
Date: August 29, 2018

Bids for the production and delivery of bakery products for Child Nutrition – District Wide for the period October 1, 2018 through September 30, 2020 were advertised in the Duluth News Tribune and sent to five (5) area vendors.

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

<u>VENDOR</u>	<u>AMOUNT</u>
BIMBO BAKERIES USA (SARA LEE)	\$ 26,370.00 (Seven Items)
PAN-O-GOLD	\$ 28,247.30 (Seven Items)

The Child Nutrition Department (Pam Bowe) and the Purchasing Department (Tony Kelekovich) analyzed the bids.

It is recommended that the low bid meeting specification as submitted by Bimbo Bakeries USA in the total (estimated) amount for the first year of \$ 26,370.00 be accepted. The second year renewal by mutual agreement is subject to the same conditions shown in the specifications.

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

**Program:** Child Nutrition – District Wide

**Fund Custodian:** Pam Bowe

VENDOR LIST/TABULATION

BID-1254 BAKERY PRODUCTS

<b>Bimbo Bakeries USA (Sara Lee)</b> <b>Superior WI</b>	<b>\$ 26,370.00</b>
Great Harvest Bread Company Duluth MN	No Response
Johnson's Bakery Duluth MN	No Response
Pan-O-Gold Baking Co Duluth MN	\$ 28,247.30
Positively 3rd Street Bakery Duluth MN	No Response

## **701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET**

### **I. PURPOSE**

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

### **II. GENERAL STATEMENT OF POLICY**

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals, and the ***mission, values and*** priorities of the school district.

### **III. REQUIREMENT**

- A. The superintendent, or such other school official as designated by the superintendent or the school board, shall each year prepare preliminary revenue and expenditure budgets for review ***in April***, by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year, and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minn. Stat. § 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other information required by Minn. Stat. § 123B.10.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

#### **IV. IMPLEMENTATION**

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

**Legal References:** Minn. Stat. § 123B.10 (Publication of Financial Information)  
 Minn. Stat. § 123B.76 (Expenditures; Reporting)  
 Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

**Cross References:** MSBA/MASA Model Policy 701.1 (Modification of School District Budget)  
 MSBA/MASA Model Policy 702 (Accounting)  
 MSBA Service Manual, Chapter 7, Education Funding

New Policy  
 Replacing: 3005, 3015, 3100, 3105, 3110  
 First Reading: 08-21-2018  
 Adopted:

## 701.1 MODIFICATION OF SCHOOL DISTRICT BUDGET

### I. PURPOSE

The purpose of this policy is to establish procedures for the modification of the school district's adopted revenue and expenditure budgets.

### II. GENERAL STATEMENT OF POLICY

The policy of this school district is to modify its revenue and expenditure budgets in accordance with the applicable provisions of law.

### III. REQUIREMENT

- A. The school district's adopted expenditure budget shall be considered the school board's expenditure authorization for that school year.
- B. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the superintendent shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision. A school board member may also propose modifications on that board member's own motion, provided, however, the school board member is encouraged to review the proposed modifications with the superintendent prior to their being proposed so that the administration may prepare necessary background materials for the school board prior to its consideration of those proposed modifications.
- C. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.
- D. The school district's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The superintendent shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

**Legal References:** Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)

**Cross References:** MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA Service Manual, Chapter 7, Education Funding

New Policy

Replacing: 3010

First Reading: 08-21-2018

Adopted:

701.1 – 1 of 1

## 702 ACCOUNTING

### I. PURPOSE

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts provided for in guidelines adopted by the Minnesota Department of Education.

### II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts.

### III. MAINTENANCE OF BOOKS AND ACCOUNTS

The school district shall maintain its books and records and do its accounting in compliance with the Uniform Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in the guidelines adopted by the Minnesota Department of Education and in compliance with applicable state laws and rules relating to reporting of revenues and expenditures.

### IV. PERMANENT FUND TRANSFERS

Unless otherwise authorized pursuant to Minn. Stat. § 123B.80, as amended, or any other law, fund transfers shall be made in compliance with UFARS and permanent fund transfers shall only be made in compliance with Minn. Stat. §123B.79, as amended, or other applicable statute.

### V. REPORTING

The school board shall provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. Each year, the school district shall also provide for the publication of the financial information specified in Minn. Stat. §123B.10 in the manner specified therein.

**Legal References:** Minn. Stat. § 123B.02 (School District Powers)  
 Minn. Stat. § 123B.09 (School Board Powers)  
 Minn. Stat. § 123B.10 (Publication of Financial Information)  
 Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)  
 Minn. Stat. § 123B.75 (Revenue)  
 Minn. Stat. § 123B.76 (Expenditures)  
 Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)  
 Minn. Stat. § 123B.78 (Cash Flow, Revenues, Borrowing, Deficits)  
 Minn. Stat. § 123B.79 (Permanent Fund Transfers)  
 Minn. Stat. § 123B.80 (Exceptions for Permanent Fund Transfers)

**Cross References:** MSBA/MASA Model Policy 703 (Annual Audit)  
 MSBA Service Manual, Chapter 7, Education Funding

New Policy

Replacing: 3010

First Reading: 08-21-2018

Adopted:

702 – 1 of 1

### **3005—BUDGET PLANNING AND DEVELOPMENT**

~~The annual budget shall be based upon the needs of the School District and the reasonable needs of the community in relation to the financial ability of the School District to support its schools. The Superintendent shall prepare an estimate of the schools' needs. In formulating the budget, all expenditure items should be considered in their relationship to the total school program. Requests for alterations or major items of repair shall be submitted in connection with the annual budget requests. Emergency requests shall be placed before the School Board for decision.~~

~~District Administration shall maintain a general fund undesignated reserve as required by Board policy 3017.~~

~~The Superintendent shall determine the manner in which the annual School District budget is to be compiled and issue instructions to the staff. He/she shall also establish a time schedule for the preparation of the budget to be known as the "budget calendar." The budget calendar shall include when the Superintendent's presentation of the proposed budget will be made to the School Board.~~

~~The annual School District budget shall be based on the mission, values, and beliefs of the schools in the form of needs identified by the school and community. The budget shall reflect the prioritized needs by School District and site as identified in the strategic plan, and within the individual financial limitations of the School District. Each site where School District activities are carried out will become a site for the purpose of developing grass roots involvement in the budget process. Each site must establish a team of staff and parents/citizens to develop their site budgets and, therefore, become a participant in the total process.~~

~~The Superintendent shall recommend to the School Board a date for a public meeting, devoted, in whole or in part, to a discussion of the annual budget.~~

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

~~Revised: 04-12-1983~~

~~01-19-1993~~

~~06-20-1995~~

~~10-17-2000 ISD-709~~

**~~3010—BUDGET CONTROL~~**

~~Amounts of all major accounts of the budget as finally adopted by the School Board shall be listed as the maximum limit upon expenditures, and in no event will significant expenditure be made without prior approval of the appropriate School Board committee.~~

~~All purchase orders or requisitions shall be approved by the Deputy Clerk as to fund sufficiency before bids are solicited or before funds are encumbered in any manner. Transfers of budgeted expenditures between budget object and department codes are permissible with the approval of the Director of Business and Finance up to the fund total approved by the School Board. All other transfers require the approval of the School Board. A system of fiscal control shall be established to govern the administration of the budget and the expenditure of funds.~~

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

~~Revised: 04-12-1983~~

~~01-19-1993~~

~~06-20-1995~~

~~05-21-1996 ISD 709~~

**3015—INCOME****1. Local Funds**

~~The School Board shall annually direct the County Auditor to levy the necessary funds to provide local property tax monies for the School General Fund, Debt Redemption Fund, Retirement Funds, and Capital Outlay Funds, subject to any local or state mileage limitations.~~

**2. State Funds**

~~The Superintendent shall provide the appropriate data to the State Department of Education to obtain foundation aid and other special aids.~~

**3. Federal Funds**

~~Each year when it is believed that the School District is eligible for federal assistance under the provisions of Public Laws, application for said assistance shall be prepared for School Board approval prior to being submitted to the Federal Government.~~

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

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

**~~3100—CLASSIFICATION OF EXPENDITURES~~**

~~All operating expenses will be charged to the fiscal year in which they are incurred.  
Expenditures will be limited to the amount budgeted under the classification of accounts  
provided for each fund and to the total amount of the budget, except as outlined under  
budget control.~~

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

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

**3105—PERIODIC FINANCIAL REPORTS**

The Superintendent shall be responsible for maintaining the books and records of the School District in auditable form. He/she shall prepare or cause to be prepared all fiscal reports, keep necessary records to control adequately the financial transactions of the district, and prepare financial statements. Financial statements will be prepared under the direction of the Superintendent and submitted to the School Board. The Superintendent shall file all fiscal reports with the county, state, or federal agencies, as required.

References: MSA 123.34

MN Erg Edu 7, 8

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

**~~3110—BUDGET AND EXPENSE REPORT~~**

~~The School Board Treasurer will submit to the School Board a monthly report of the financial condition and a statement of operating expenditures.~~

~~The Director of Business and Finance shall submit to the School Board a monthly report of budget conditions.~~

~~Reference: MSA 123.34~~

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

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

## **722 PUBLIC DATA REQUESTS**

### **I. PURPOSE**

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

### **II. GENERAL STATEMENT OF POLICY**

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

### **III. DEFINITIONS**

#### A. Government Data

“Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

#### B. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

#### C. Public Data

“Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

#### D. Responsible Authority

“Responsible authority” means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

#### E. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

### IV. REQUESTS FOR PUBLIC DATA

- A. All requests for public data must be made in writing directed to the responsible authority. **A member of the public may use the Data Request Form (which appears at the end of this policy), or submit a written request which much include the following information:**

**1. A request for public data must include the following information:**

- Date the request is made;
- A clear description of the data requested, **including date spans if applicable;**
- Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
- Method to contact the requestor (such as phone number, address, or email address).

1. A requestor is not required to explain the reason for the data request.
2. The identity of the requestor is public, if provided, but cannot be required by the government entity.
3. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

- B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:
  - a. The requested data does not exist; or
  - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and

shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

- (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
- c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

## **V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:
    - a. Date the request is made;
    - b. A clear description of the data requested;
    - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d. Method to contact requestor (phone number, address, or email

address).

- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

## **VI. COSTS**

### A. Public Data

1. The school district will charge for copies provided as follows:
  - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
  - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
    - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
    - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
2. All charges must be paid for in cash in advance of receiving the copies. B.

## B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
  - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
  - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

### Data Practices Contacts

#### Responsible Authority:

~~Responsible Authority:~~

~~{Name}~~

~~{Location}~~

~~{Phone number; email address}~~

**William Gronseth, Superintendent**

**215 North First Avenue East**

**Duluth, MN 55802**

**William.Gronseth@isd709.org**

#### Data Practices Compliance Official:

~~{Name}~~

~~{Location}~~

~~{Phone number; email address}~~

**Chief Financial Officer**

**215 North First Avenue East. Room 215**

**Duluth, MN 55802**

**Data.Request@isd709.org**

#### ~~Data Practices Designee(s):~~

~~{Name}~~

~~{Location}~~

~~{Phone number; email address}~~

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

**Cross References:** MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy  
Replacing: Policy 108  
First Reading: 09-18-2018  
Adopted:



# DULUTH PUBLIC SCHOOLS - DATA REQUEST FORM

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

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

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## Requested method to access data:

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

Copies Only: \* \_\_\_\_\_

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

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

## Contact Information (optional) \*\*

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

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

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

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

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

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

## ~~108 GOVERNMENT DATA PRACTICES ACT POLICY~~

### ~~I. RIGHT TO ACCESS PUBLIC DATA~~

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

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

### ~~II. HOW TO REQUEST PUBLIC DATA~~

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

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

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

### ~~III. RESPONSE TO DATA REQUEST~~

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

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

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

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

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

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

#### ~~IV. REQUESTS FOR SUMMARY DATA~~

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

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

#### ~~Data Practices Contacts~~

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

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

**V. ~~COPY COSTS~~**

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

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

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

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

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

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

**~~Cross References:~~** ~~Minnesota Department of Administration Model Policy for the Public~~

~~New Policy~~

~~Replacing: Policy 1016~~

~~First Reading: 04-17-2018~~

~~Adopted: 05-15-2018~~



**DULUTH PUBLIC SCHOOLS — DATA REQUEST FORM**

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

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

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

**Requested method to access data:**

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

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

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

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

**Contact Information** (optional)\*

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

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

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

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

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

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

TO: Bill Gronseth  
FROM: Ken Willms  
RE: Voyageur Bus Company Rates 2018-2019  
DATE: August 15, 2018

The current contract with the Voyageur Bus Company for the Transportation of students calls for a CPI adjustment each year after the base year – 2014.15. Under the current contract the district has the right to renew and negotiate additional one-year terms.

Current contract language bases an increase in the contract rate on the CPI-Minneapolis/St. Paul - All Items Less Fuel. The CPI increase for the 1<sup>st</sup> half of 2018 over the 1<sup>st</sup> half of 2017 was 1.9%. I recommend approval of this increase for the 2018-19 school year.

Cc Michael Krois, Voyageur Bus Company

**Consumer Price Index for All Urban Consumers (CPI-U) in Minneapolis-St. Paul-Bloomington, MN-WI  
(1982-84=100 unless otherwise noted)**

Item	Index	Percent change to Jul 2018 from			Index	Percent change from	
	Jul 2018	Jul 2017	May 2018	Jun 2018	1st half 2018	2nd half 2017	1st half 2017
All items	246.346		0.3		243.770	1.4	2.4
All items (1967=100)	774.151				766.053		
Food and beverages	280.630		0.1		278.980	1.2	1.7
Food	270.033		0.2		268.122	1.3	1.8
Food at home	247.135		-0.1	0.5	246.306	0.6	0.1
Cereals and bakery products	281.408		-0.1		277.036		
Meats, poultry, fish, and eggs	266.266		1.4		260.790		
Dairy and related products	257.467		-3.8		269.725		
Fruits and vegetables	347.841		1.8		345.185		
Nonalcoholic beverages and beverage materials <sup>(1)</sup>	150.282		-0.8		151.020		
Other food at home	195.960		-0.8		195.650		
Food away from home	302.673		0.4		299.187	2.1	3.8
Alcoholic beverages	370.718		-0.5		373.647	-0.1	0.2
Housing	230.320		1.2		227.085	1.6	3.4
Shelter	269.744		0.7	0.5	266.982	2.0	4.1
Rent of primary residence <sup>(2)</sup>	273.649		0.5	0.4	271.691	2.2	4.4
Owners' equiv. rent of residences <sup>(2)(3)</sup>	282.066		0.6	0.5	279.544	2.1	4.4
Owners' equiv. rent of primary residence <sup>(2)(3)</sup>	282.066		0.6	0.5	279.544	2.1	4.4
Fuels and utilities	228.092		6.2		216.368	0.2	2.8
Household energy	208.455		7.8	0.1	195.264	-0.1	3.1
Energy services <sup>(2)</sup>	213.743		8.7	0.2	198.534	0.0	3.1
Electricity <sup>(2)</sup>	294.606		10.5	-0.5	264.967	-1.4	3.3
Utility (piped) gas service <sup>(2)</sup>	144.736		5.6	1.4	141.706	3.2	3.1
Furnishings and operations	118.434		1.4		117.260	0.3	-0.5
Apparel	121.184		-10.8		129.572	2.2	1.4
Transportation	207.451		0.1		202.906	3.4	3.3
Private transportation	192.004		0.9		186.491	3.2	3.6
New and used motor vehicles <sup>(4)</sup>	92.367		1.3		89.675		
New vehicles <sup>(1)</sup>	158.056		1.4		151.007		
Used cars and trucks <sup>(1)</sup>	277.281		1.6		274.946		
Motor fuel	230.691		0.9	-1.0	217.687	9.8	14.8
Gasoline (all types)	231.282		0.9	-1.0	218.222	9.7	14.8
Unleaded regular <sup>(5)</sup>	231.773		0.8	-1.1	218.974	9.8	14.9

**Footnotes**

(1)\_Index is on a April 1978=100 base.

(2)\_This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(3)\_Index is on a December 1982=100 base.

(4)\_Indexes on a December 1997=100 base.

(5)\_Special index based on a substantially smaller sample.

(6)\_Indexes on a December 1993=100 base.

Note: Index applies to a month as a whole, not to any specific date.

Item	Index	Percent change to Jul 2018 from			Index	Percent change from	
	Jul 2018	Jul 2017	May 2018	Jun 2018	1st half 2018	2nd half 2017	1st half 2017
Unleaded midgrade <sup>(5)(6)</sup>	239.435		2.2	0.0	221.409	8.5	12.7
Unleaded premium <sup>(5)</sup>	281.888		1.5	-0.7	265.624	9.4	14.9
Motor vehicle insurance <sup>(1)</sup>	500.063		0.0		505.054		
Medical care	539.380		0.5		530.042	0.5	0.8
Recreation <sup>(4)</sup>	130.033		-0.8		130.373	-0.8	1.3
Education and communication <sup>(4)</sup>	139.188		0.5		138.652	0.7	0.4
Tuition, other school fees, and child care <sup>(1)</sup>	1,128.142		0.0		1,128.043		
Other goods and services	374.594		1.0		372.212	-0.9	-1.2
<b>Commodity and service group</b>							
Commodities	187.173		-0.5		185.565	1.3	1.4
Commodities less food & beverages	145.562		-0.9		144.087	1.3	1.3
Nondurables less food & beverages	192.012		-2.5		191.855	3.0	4.3
Durables	105.600		1.2		103.357	-0.6	-1.8
Services	298.950		0.8		295.506	1.5	2.9
<b>Special indexes</b>							
All items less medical care	233.164		0.3		230.893	1.5	2.5
All items less shelter	237.430		0.1		234.920	1.2	1.5
Energy	222.952		3.8	-0.6	209.728	5.0	9.1
All items less energy	252.860		0.0		251.178	1.2	1.9
All items less food and energy	250.436		0.0		248.786	1.2	1.9
Commodities less food	153.692		-0.9		152.256	1.2	1.2
Nondurables	233.798		-1.2		233.002	2.1	2.9
Nondurables less food	204.349		-2.4		204.319	2.8	3.9
Services less rent of shelter <sup>(3)</sup>	346.503		0.9		342.083	1.0	1.6
Services less medical care serv	277.216		0.7		274.534	1.7	3.2
<b>Urban Wage Earners and Clerical Workers (CPI-W)</b>							
All items	239.954		0.0		237.821	1.7	2.7
All items (1967=100)	753.123				746.428		
<b>Footnotes</b>							
(1) Index is on a April 1978=100 base.							
(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.							
(3) Index is on a December 1982=100 base.							
(4) Indexes on a December 1997=100 base.							
(5) Special index based on a substantially smaller sample.							
(6) Indexes on a December 1993=100 base.							
Note: Index applies to a month as a whole, not to any specific date.							

Schedule of Upcoming Releases for the Consumer Price IndexRECOMMEND THIS PAGE USING:  Facebook  Twitter  LinkedIn

ISD 709 - Voyageur Bus Rate Negotiation Discussion 2016.17, 2017.18 School Year	Actual Base Rate 2014-15	Actual All Less E* 2015-16	Actual All Less E* 2016-17	Actual All Less E* 2017.18	Proposed All Less E* 2018.19
<b>CPI Mpls St Paul All Items Less Energy</b>		1.10%	2.30%	1.80%	1.90%
<b>Type A Buses</b>					
Bus routes 4 hrs or less	\$253.12	\$255.90	\$261.79	\$266.50	\$271.57
Bus routes between 4 & 5 hours	\$257.86	\$260.70	\$266.69	\$271.49	\$276.65
Bus routes over 5 hours / per 15min	\$10.00	\$10.11	\$10.34	\$10.53	\$10.73
<b>Type C Buses</b>					
Bus routes 4 hrs or less	\$253.12	\$255.90	\$261.79	\$266.50	\$271.57
Bus routes between 4 & 5 hours	\$257.86	\$260.70	\$266.69	\$271.49	\$276.65
Bus routes over 5 hours / per 15min	\$10.00	\$10.11	\$10.34	\$10.53	\$10.73
Half Day Rate - AM 50% of full day rate PM 65% of full day rate	50%AM 65%PM	50%AM 65%PM	50%AM 65%PM	50%AM 65%PM	50%AM 65%PM
Mid-day up to 1.0 hours	\$54.72	\$55.32	\$56.59	\$57.61	\$58.71
Mid-day up to 1.5 hours	\$75.99	\$76.83	\$78.59	\$80.01	\$81.53
Mid-day up to 2.0 hours	\$97.11	\$98.18	\$100.44	\$102.24	\$104.19
Mid-day up to 2.5 hours	\$117.26	\$118.55	\$121.28	\$123.46	\$125.81
Late Activity	\$43.51	\$43.99	\$45.00	\$45.81	\$46.68
Wheel Chair Bus add'l per day	\$12.00	\$12.13	\$12.41	\$12.63	\$12.87
Assistant (14.15 and 15.16 rates set in agreement)	\$19.65	\$21.00	\$21.48	\$21.87	\$22.29
In-district charter (per hour, 2 hr min) wait time	\$46.36	\$46.87	\$47.95	\$48.81	\$49.74
Out-district charter (under 30 miles, 4 hours) additional miles wait time	\$144.08 \$1.94 \$20.92	\$145.66 \$1.96 \$21.15	\$149.02 \$2.01 \$21.64	\$151.70 \$2.04 \$22.03	\$154.58 \$2.08 \$22.44
Out-district charter (over 30 miles) wait time	\$1.94 \$20.92	\$1.96 \$21.15	\$2.01 \$21.64	\$2.05 \$22.03	\$2.09 \$22.44
Overnight expenses	\$186.50	\$188.55	\$192.89	\$196.36	\$200.09
Trailer charge	\$74.50	\$75.32	\$77.05	\$78.44	\$79.93
All routes outside District / per mile	\$1.94	\$1.96	\$2.01	\$2.05	\$2.09
Snow Day	\$10,000.00	\$10,110.00	\$10,342.53	\$10,528.70	\$10,728.74
Base Year is 2014.15 - Increase is CPI Mpls St Paul All Items Less Energy	Base	CPI	CPI	CPI	CPI
Fuel base ( + 10%)	\$1.25	\$1.26	\$1.29	\$1.31	\$1.33
Camera Option (per bus/day)	\$5.00	\$5.06	\$5.17	\$5.26	\$5.36
GPS Option (per bus/day)	\$2.50	\$2.53	\$2.59	\$2.64	\$2.69

\*E = Energy

## **LEASE AGREEMENT**

THIS AGREEMENT made and entered into this 31<sup>st</sup> day of August, 2018, by and between Independent School District #709, a public corporation, party of the first part, hereinafter called Lessor, and The Lakewood Elementary School Foundation, Inc., a Minnesota non-profit corporation, party of the second part, hereinafter called the Lessee.

### **RECITALS**

The Lakewood Elementary School Foundation is committed to provide Lakewood Little Lynx Preschool in the Lakewood Community for incoming three, four, and five year old children; and to provide earlier opportunities for families of preschoolers to increase school experiences, academic performance and additional enrollment at Lakewood Elementary School; and to provide additional funding through grant requests for classrooms at Lakewood Elementary in the areas of reading, math, and science; and to maximize this opportunity for preschoolers in every possible way to participate in all curricular areas of the element program. The Lakewood Elementary School Foundation believes it is essential to this vision that the preschool be housed within the Lakewood School Building. Lakewood School is owned, maintained and operated by Independent School District #709, a Body Corporate Politic, (The Lessor) pursuant to M. S. Sec. 123B.02. It is hereby attested that Independent School District Number 709 endeavors to provide opportunities to youth through its collaborative efforts with organizations like The Lakewood Elementary School Foundation, a Non-Profit Corporation. Independent School District Number 709 is dedicated to continuing to serve the residents in the communities surrounding Lakewood School by committing available facilities as part of a collaborative effort with The Lakewood Elementary School Foundation. Consistent with the mission of the school district, the Lakewood Elementary School Foundation, Inc. is an entity committed to helping youth of all backgrounds, and financial capacity.

### **AGREEMENT**

#### **ARTICLE 1. DEFINITIONS**

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

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

1.2 **THE LESSEE** shall mean: Lakewood Elementary School Foundation, a Non Profit Corporation.

1.3 **BUILDING** shall mean: Portions of the Existing Lakewood Elementary School, Room 116, consisting of approximately 936 square feet.

1.4 **EXCLUSIVE SPACE** shall mean that portion of the Building to which the Lessee shall have the exclusive right of occupancy under this Agreement. The Exclusive Space is more

particularly described in Exhibit A, which is attached hereto and incorporated herein by reference.

1.5 SHARED SPACE shall mean those portions of the building that are anticipated to be utilized by the Lessee and Lessor. The Shared Space areas shall specifically include, with limitations described in Article 6 of this agreement, the Hallways. The Shared Space is more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference.

1.6 OUTSIDE PLAYGROUND FACILITIES shall mean all of the outdoor recreational facilities and open spaces located on Lakewood School property.

1.7 PREMISES shall mean the Exclusive Space and Shared Space.

1.8 BUILDING USE PERMIT shall mean a permit granted by Lessor which allows access to a portion of the School Premises other than the Leased Space or Shared Space.

1.9 PROGRAMMABLE SPACE shall mean areas of the building that School or Lessee activities can be conducted. This space does not include corridors, vestibules, restrooms, mechanical rooms, crawl spaces, equipment rooms, attic spaces, boiler rooms.

## **ARTICLE 2. GRANT OF OCCUPANCY TO EXCLUSIVE SPACE**

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

## **ARTICLE 3. TERM**

3.1 Term. The initial term of this Agreement ("Initial Term") shall be for a period beginning on the 1<sup>st</sup> day of September, 2018 and ending on the 30<sup>th</sup> day of June, 2021.

Upon expiration of the Initial Term of this Agreement, if the Lessor determines that the use will continue to be compatible and consistent with its programs and building space needs, the Lessee shall have the option to extend the term of this Agreement for one additional period of three (3) years. The Lessee may exercise such Renewal Term option by giving written notice to the Lessor no later than sixty (60) days prior to expiration of: the Initial Term. All the terms and conditions, except those made pursuant to Article 4, of this Agreement shall apply during any Renewal Term except that the Lessee shall have no further options to extend the term of this agreement beyond expiration of the Renewal Term.

## **ARTICLE 4. RENT**

4.1 Rent. The Lessee shall pay to the Lessor annual rent in the amount of Four Hundred Fifty Dollars (\$450.00), payable in twelve (12) equal installments beginning on the commencement date and continuing on the first day of each month thereafter. Annual rent shall be prorated on a daily basis for partial calendar years.

## **ARTICLE 5. USE**

5.1 Permitted Uses. Unless specifically agreed to in writing by the Lessor, the Lessee shall use the Premises only for the following purposes: Preschool programing for children ages 3-5.

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

5.3 Prohibited Uses. The Lessee shall not use or occupy the Premises or knowingly permit the Leased Space to be used or occupied for any purpose or activity which is contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in any manner which would violate any certificate of occupancy effecting the same, or which would be likely to cause structural injury to the Premises or improvements thereon or cause the value or usefulness of the Premises or any part thereof to be substantially diminished, or which would adversely affect the Lessor's activity on or adjacent to the Premises, or which would constitute a public or private nuisance or waste. Upon discovery of any use prohibited hereunder, the Lessee shall promptly take all necessary steps to discontinue such non-conforming use. The Lessee agrees that, during such times as it has the exclusive right to occupy any portion of the non-leased area of the school, it will take reasonable measures to prevent the above-referenced prohibited uses from occurring.

## **ARTICLE 6. MANAGEMENT**

6.1 Scheduling. The Lessee shall allow the Lessor access to those areas to which it is entitled pursuant to Article 13.2 of this Agreement during the hours of normal school operations, and periods when the building is open to the public.

## **ARTICLE 7. SUPERVISION AND EQUIPMENT**

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

7.2 Equipment. Each party will furnish all of its own equipment except as agreed in advance by the authorized staff of the parties.

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

## **ARTICLE 8. ORDINANCES BUILDING RESTRICTION'S AND REGULATION'S**

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

## **ARTICLE 9. ALTERATIONS**

9.1 No Alterations Without Consent. The Lessee shall make no changes or alterations to the exterior of the Building without the Lessor prior written approval. The Lessee may at its expense make changes or alterations to the interior of the Premises provided that the Lessor has first consented in writing to the proposed plans and specifications for said changes or alterations. The Lessor shall not unreasonably withhold consent to such alterations provided that the Lessor shall be entitled to withhold consent if it determines in its reasonable discretion that the improvements proposed by the Lessee will not be useful to the Lessor upon reversion of the Premises to the Lessor at the termination of the Agreement.

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

## **ARTICLE 10. REPAIRS AND MAINTENANCE**

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

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

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

10.4 Obligations of Lessor. The Lessor shall, during the term of this Agreement, at its expense (but subject to Section 4.2), keep the School Building, the electrical, plumbing, air conditioning equipment, heating equipment, water system, toilet facilities, and other machinery and equipment in the Building, and the roof, foundation, and structural elements of the Building, in good condition and repair, and shall promptly and adequately repair all damaged or broken glass, fixtures and appurtenances within a reasonable period of time. The Lessor shall also maintain the Outside Playground Facilities, sidewalks and parking facilities in a safe, clean and orderly condition consistent with the practices of the Lessor for the other facilities in its School system.

10.5 Daily Operations and Cleaning. The Lessee shall be responsible for all daily operations and cleaning of the Leased space except; the Lessor shall provide vacuuming of the carpets on an

every other day basis and emptying refuse from receptacles placed in the leased space for collecting such refuse.

## **ARTICLE 11. INSURANCE**

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

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

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

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

## **ARTICLE 12. INDEMNITY**

12.1 Obligations of Lessee. The Lessee shall indemnify and hold the Lessor harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations; arising from the conduct or management of all activities or from any work or thing whatsoever done in or about the Premises by the Lessee; arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of this Agreement; arising from any act of negligence on the part of the Lessee, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the Term of this Agreement in or about the Leased Space, other School Space the Lessee is issued a permit to use, or the Outside Playground Facilities incurred by any person, firm or corporation participating in a program of the Lessee or present at the invitation of the Lessee. The Lessee shall further indemnify and hold the Lessor harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessor by

reason of any such claim, the Lessee, upon notice from the Lessor, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessor. Counsel selected by the Lessee's insurance carrier shall be deemed satisfactory to the Lessor. Notwithstanding the foregoing and anything; in this Agreement to the contrary, the Lessee shall not be obligated to defend, indemnify or hold the Lessor harmless as to any claim, or matter based on the Lessor's negligence, wrongful conduct or breach of this Agreement; or as to claims or matters arising from latent defects in the Premises existing on the date of this commencement of the term of this Agreement.

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

12.3 Release and Waiver of Subrogation. Notwithstanding anything in this Agreement to the contrary (including, without limitation, sections 5.3, 7.3, 10.1, 12.1, 12.2, 15.1 and Articles 17 and 20), each party hereunder (the "releasing party") hereby releases the other party and the other party's agents, employees, licensees and invitees (the "released party"), from any and all liability or responsibility to the releasing party or anyone claiming through or under the releasing party by way of subrogation or otherwise for any loss or damage to property caused by fire or any casualty which would ordinarily be covered under a fire and extended coverage or supplementary contract of insurance (whether or not the releasing party has such insurance), even if such fire or other casualty shall have been caused by the fault or negligence of the released party, or anyone for whom such party may be responsible. Such release applies notwithstanding whether the releasing party's policies (if any) shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasing party to recover thereunder except as expressly provided in this Agreement.

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

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

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

**ARTICLE 14. ASSIGNMENT**

14.1 Assignment or Subletting. The Lessee shall not assign this Agreement or sublet the Premises or any portion of the Premises.

**ARTICLE 15. NO AGENCY**

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

**ARTICLE 16. DEFAULT**

16.1 Default; Notice; Remedies. If the Lessee shall vacate or abandon the Premises; shall allow the Premises to be appropriated to or used for any other purpose or use than those set forth in Article 5.1 hereof; or shall allow any liquor gambling or any other immoral practices on the Premises; or if any damage or waste shall be made thereon; or if any term condition or covenant of this Agreement shall be violated by the Lessee; then and in any of said cases the Lessee shall be in default of this Agreement. If such default is not cured by the Lessee within ten (10) days after mailing of written notice of the conditions of default the Lessee does hereby authorize and fully empower the Lessor to cancel and annul this Agreement and to reenter and take possession

of the Premises and by force if necessary and to remove all persons and their property therefrom and to use such force and assistance in effecting and perfecting such removal as the Lessor may deem advisable to recover at once full and exclusive possession of all the Premises, whether in possession of the Lessee or a third person or vacant. The Lessor's failure to give immediate notice of default or agreement to allow more than ten days to cure a default shall in no way constitute a waiver of any remedy available to the Lessor upon default by the Lessee.

#### **ARTICLE 17. EMINENT DOMAIN**

If the Building or any portion thereof is taken by any public authority under the power of eminent domain, the term of this Agreement shall cease as of the day possession shall be taken by such public authority. All damages awarded for such taking under the power of eminent domain shall belong to and be the property of the Lessor irrespective of the basis upon which they are awarded; except that the Lessee shall be entitled to any relocation allowance separately awarded to the Lessee.

#### **ARTICLE 18. SURRENDER**

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

#### **ARTICLE 19. ATTORNEYS' FEES**

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

#### **ARTICLE 20. TERMINATION OF AGREEMENT**

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

## **ARTICLE 21. NOTICES**

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

As to the Lessor:                   Independent School District # 709  
215 North 1st Avenue East  
Duluth, MN 55802

As to the Lessee:                   The Lakewood Elementary School Foundation, Inc.  
Board President C/O Montessori School Director  
5207 North Tischer Road  
Duluth, MN 55804

## **ARTICLE 22. CONDITION OF PROPERTY AT TERMINATION**

Upon the termination of this Agreement, whether by lapse of time or otherwise, the Lessee shall return the Premises in as good condition as when the Lessee took possession, excepting only ordinary wear and tear and condemnation, damage or destruction.

## **ARTICLE 23. QUIET ENJOYMENT**

The Lessor covenants and agrees with the Lessee that, upon the Lessee observing and performing all the terms, covenants and conditions on the Lessee part to be observed and performed under this Agreement, The Lakewood Elementary School Foundation, Inc. may peaceably and quietly enjoy the Leased Space and all of the Lessee' rights under this Agreement, during the Initial Term or any Additional Term hereof'.

## **ARTICLE 24. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the parties against whom enforcement of the change, modification, discharge or abandonment is sought.

## **ARTICLE 25. HOLDOVER**

If the Lessee shall hold over possession of the Premises after expiration of the Initial Term or any Additional Term hereof, the Lessor may, at its election, either treat the Lessee as a trespasser and eject the Lessee therefrom, or recognize the Lessee as a tenant at will or from month to month, but upon all of the conditions and covenants herein contained. However, in no event shall

the Lessee's holding over enlarge the Lessee's rights or status beyond those of a month to month tenant or tenant at will under the laws of Minnesota.

#### **ARTICLE 26. DESTRUCTION**

In case the whole or any part of the Premises be destroyed or damaged by fire or other cause, whether or not as a result of the Lessee's negligence, then in every such case, if the Premises are not usable for the normal conduct of business, in whole or in part, then this Agreement may be terminated by the election of the Lessor. Upon termination as aforesaid this Agreement and the term thereof shall cease, terminate and expire.

#### **ARTICLE 27. HEADINGS**

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

#### **ARTICLE 28. SITUS**

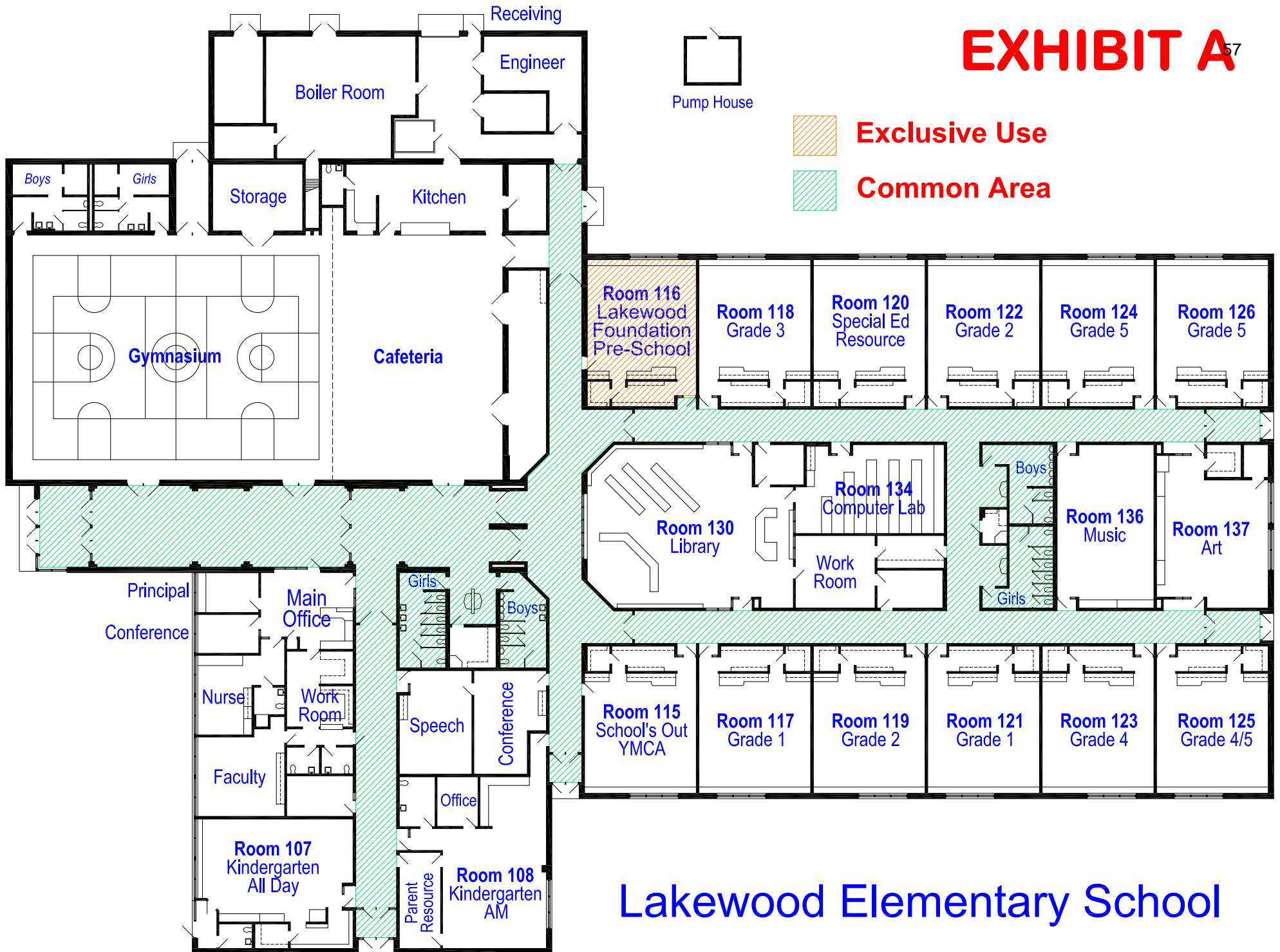
This Agreement was executed in Duluth, Minnesota, and shall be governed by the Laws of the State of Minnesota.

#### **ARTICLE 29. BINDING EFFECT**

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



# EXHIBIT A <sup>57</sup>



Lakewood Elementary School

## 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	Renee Willemsen	In Kind	None	Time and effort donation for working in the school garden by PTA and helpers
Denfeld	Marlys Burns	In Kind	Automotive department	1998 Buick to our district's automotive program
District-wide	Duluth Lions Club	In Kind	None	3 All-Touch Tympanometers for school nurses
Homecroft	Wells Fargo Your Cause	\$35.00	None	
Homecroft	Wells Fargo Community Support Campaign	\$35.00	None	
Homecroft	Wells Fargo Community Support Program	\$13.00	None	
Lincoln Park	Paul Fjone	In Kind	Orchestra department	Donated a cello
Lincoln Park	William Ralph	In Kind	Social studies/history classroom	Donated a set of 12 small flags on a stand
Lincoln Park	Richard L Makowsky	In Kind	None	3 large rolls of white paper and 3 packages of white poster size paper
Lowell	Duluth Grill	\$50	None	

**RESOLUTION**  
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 18, 2018 at 6:30 PM in the Board Room of the Historic Old Central High School, and will receive input from the public on the proposed certified levy for 2018 payable in 2019.

THEREFORE BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2018 payable 2019 at the maximum amount.



# Independent School District No. 709, Duluth

## Refunding Analysis

Steve Pumper  
PMA Securities, Inc.

September 10, 2018

Issue	Call Date
Taxable Full Term Certificates of Participation, Build America Bonds, Series 2009A	February 1, 2019
Full Term Certificates of Participation, Series 2010C	February 1, 2019
Certificates of Participation, Series 2009B*	March 1, 2019
Certificates of Participation, Series 2010D*	March 1, 2019

\* Subject to Annual Appropriation. Do not qualify for the State Credit Enhancement Program

## **Taxable Full Term Certificates of Participation (Build America Bonds) Series 2009A**

- Current Refunding → Callable February 1, 2019
- \$45,590,000 Callable Debt Outstanding
- \$4,277,620 Estimated Federal Subsidy for remainder of Bonds
- Refund with Tax-Exempt COPs → Lose Federal Subsidy
- Estimated Net Savings of \$960,651
  - Savings are realized in the Debt Service Fund
  - For Taxes Payable 2019 – 2027 (Average Saving per year \$106,739)
- Present Value Savings of \$829,567 1.775%

**Current Refunding**

Taxable Full Term Certificates of Participation (Build America Bonds)  
Series 2009A

Estimated Savings based on rates as of 8/22/2018

Fiscal Year	Outstanding Taxable Full Term COPs (Build America Bonds) Series 2009A			Refunding Estimated New D/S	Estimated Savings
	Principal & Interest	Subsidy	Principal & Interest (Net of Subsidy)	Principal & Interest	
2020	\$6,399,658	-\$776,244	\$5,623,413	\$5,517,692	\$105,722
2021	\$6,439,738	-\$715,923	\$5,723,814	\$5,614,767	\$109,047
2022	\$6,478,100	-\$650,149	\$5,827,951	\$5,722,197	\$105,754
2023	\$6,502,123	-\$574,804	\$5,927,318	\$5,821,765	\$105,553
2024	\$6,533,013	-\$495,176	\$6,037,837	\$5,933,575	\$104,262
2025	\$6,559,740	-\$410,927	\$6,148,813	\$6,041,280	\$107,533
2026	\$6,578,840	-\$319,298	\$6,259,542	\$6,153,309	\$106,233
2027	\$6,596,440	-\$220,655	\$6,375,785	\$6,268,221	\$107,564
2028	\$6,615,840	-\$114,444	\$6,501,396	\$6,392,413	\$108,983
<b>Total</b>	<b>\$58,703,490</b>	<b>-\$4,277,620</b>	<b>\$54,425,870</b>	<b>\$53,465,219</b>	<b>\$960,651</b>

## Full Term Certificates of Participation Series 2010C

- Current Refunding → Callable February 1, 2019
- \$2,935,000 Callable Debt Outstanding
- Estimated Net Savings of \$52,094
  - Savings are realized in the Debt Service Fund
  - Taxes Payable 2019 -2027 (Average Savings per year \$5,788)
- Present Value Savings of \$48,716 1.608%

**Current Refunding**

Full Term Certificates of Participation, Series 2010C

Estimated Savings based on rates as of 8/22/2018

Fiscal Year	Outstanding Full Term Certificates of Participation Series 2010C	Refunding Estimated New D/S	Estimated Savings
	Principal & Interest	Principal & Interest	
2020	\$388,750	\$385,263	\$3,487
2021	\$390,200	\$385,327	\$4,874
2022	\$391,350	\$383,507	\$7,844
2023	\$392,200	\$386,010	\$6,191
2024	\$391,963	\$387,755	\$4,208
2025	\$391,400	\$383,710	\$7,691
2026	\$388,000	\$383,952	\$4,049
2027	\$389,200	\$383,312	\$5,889
2028	\$384,800	\$376,936	\$7,865
<b>Total</b>	<b>\$3,507,863</b>	<b>\$3,455,768</b>	<b>\$52,094</b>

## Certificates of Participation, Series 2009B

- Current Refunding → Callable March 1, 2019
- Do not qualify for the State Credit Enhancement Program
- Carry District's underlying rating minus one notch
- \$23,900,000 Callable Debt Outstanding
- Estimated Negative Net Savings of \$888,014
  - Any future savings would be realized in the General Fund
  - Fiscal year 2020 - 2030
- Present Value Loss of \$680,775 (2.905%)

**Current Refunding**

Full Term Certificates of Participation, Series 2010C

Estimated Savings based on rates as of 8/22/2018

Fiscal Year	Outstanding Full Term Certificates of Participation Series 2009B	Refunding Estimated New D/S	Estimated Savings
	Principal & Interest	Principal & Interest	
2020	\$2,734,756	\$2,817,851	-\$83,094
2021	\$2,742,156	\$2,821,050	-\$78,894
2022	\$2,756,556	\$2,836,435	-\$79,879
2023	\$2,767,556	\$2,850,700	-\$83,144
2024	\$2,785,156	\$2,864,164	-\$79,008
2025	\$2,806,419	\$2,885,594	-\$79,175
2026	\$2,825,681	\$2,904,035	-\$78,353
2027	\$2,850,269	\$2,933,699	-\$83,430
2028	\$2,871,800	\$2,953,986	-\$82,186
2029	\$2,894,750	\$2,974,291	-\$79,541
2030	\$2,908,500	\$2,989,811	-\$81,311
<b>Total</b>	<b>\$30,943,600</b>	<b>\$31,831,614</b>	<b>-\$888,014</b>

## Certificates of Participation, Series 2010D

- Current Refunding → Callable March 1, 2019
- Do not qualify for the State Credit Enhancement Program
- Carry District's underlying rating minus one notch
- \$985,000 Callable Debt Outstanding
- Estimated Negative Net Savings of \$69,671
  - Any future savings would be realized in the General Fund
  - Fiscal year 2020 - 2030
- Present Value Loss of \$49,794            (5.174%)

**Current Refunding**

Full Term Certificates of Participation, Series 2010C

Estimated Savings based on rates as of 8/22/2018

Fiscal Year	Outstanding Full Term Certificates of Participation Series 2010D	Refunding Estimated New D/S	Estimated Savings
	Principal & Interest	Principal & Interest	
2020	\$117,660	\$125,538	-\$7,878
2021	\$114,660	\$118,225	-\$3,565
2022	\$116,660	\$120,300	-\$3,640
2023	\$113,460	\$117,060	-\$3,600
2024	\$115,260	\$123,732	-\$8,472
2025	\$116,648	\$124,853	-\$8,206
2026	\$112,823	\$120,616	-\$7,794
2027	\$113,773	\$121,227	-\$7,455
2028	\$114,498	\$121,477	-\$6,980
2029	\$114,998	\$121,343	-\$6,345
2030	\$115,115	\$120,854	-\$5,739
<b>Total</b>	<b>\$1,265,553</b>	<b>\$1,335,224</b>	<b>-\$69,671</b>

## **Full Term Refunding Certificates of Participation, Series 2018A**

- Refund Taxable Full Term Certificates of Participation (Build America Bonds), Series 2009A
- Associated Trust Company - Trustee
- PMA Financial – Financial Advisor
- Negotiated Sale with Northland Securities as underwriter
- Any Board Officer and the Superintendent authorized to approve the sale and to execute the bond purchase agreement
- Sale authorization expires December 31, 2018

## **Full Term Refunding Certificates of Participation, Series 2018B**

- Refund Full Term Certificates of Participation, Series 2010C
- U.S. Bank National Association - Trustee
- PMA Financial – Financial Advisor
- Negotiated Sale with Northland Securities as underwriter
- Any Board Officer and the Superintendent authorized to approve the sale and to execute the bond purchase agreement
- Sale authorization expires December 31, 2018

## Timeline for Refunding Bonds

- September 10<sup>th</sup> – Business Committee Meeting
- September 13<sup>th</sup> – Rating Call
- September 18<sup>th</sup> – School Board Adopts Authorizing Resolution to Issue Refunding Bonds
- September 24<sup>th</sup> – Price Bonds (tentative)
- October 16<sup>th</sup> – School Board takes action on Ratifying Resolution
- November 6<sup>th</sup> – Closing
- February 1, 2019 – Payoff of 2009A and 2010C Issues

## Disclaimer:

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate. Neither the information, nor any options expressed, constitute a solicitation by us for purposes of sale or purchase of any securities or commodities. Investment/financing decisions by market participants should not be based on this information.

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## RESOLUTION

### Authorizing the Issuance of Full Term Refunding Certificates of Participation, Series 2018A

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), as follows:

#### Section 1. Authority and Background.

1.01 Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

1.02 The School Board has approved a Long-Range Facilities Plan (the “Plan”), and the Commissioner of Education has approved the District’s borrowing under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Contract, as hereinafter defined (the “Project”).

1.03 By Resolution No. B-9-09-2679, adopted September 17, 2009, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the principal amount of \$71,170,000 pursuant to a declaration of trust.

1.04 Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Contract to finance the Project, and the Commissioner authorized the Project and the levy.

1.05 The District selected Associated Trust Company, National Association, Milwaukee, Wisconsin (the “Trustee”) to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract dated as of October 1, 2009 (the “Contract”), with the District regarding the acquisition, construction and equipping of the Project, and the District and the Trustee entered into a Declaration of Trust dated as of October 1, 2009 (the “Declaration”), pursuant to which Taxable Full Term Certificates of Participation, Series 2009A (Build America Bonds-Direct Pay), in the installment payments under the Contract in the principal amount of \$71,170,000 (the “2009A Certificates”), were executed and delivered by the Trustee.

1.06 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District hereby determines that it is necessary, in order to reduce debt service costs, to refinance the outstanding 2009A Certificates through the issuance of Full Term Refunding Certificates of Participation, Series 2018A (the “2018A Certificates”).

#### Section 2. Sale of 2018 Certificates.

2.01 The District has retained PMA Securities, Inc., in Albertville, Minnesota (“PMA”), as independent financial advisor in connection with the sale of the 2018A Certificates. The

School Board desires to proceed with the sale of the 2018A Certificates by direct negotiation to Northland Securities, Inc., in Minneapolis, Minnesota (“Northland”), as underwriter.

2.02 Any officer of the School District and the Superintendent (the “Pricing Committee”), are hereby authorized to approve the sale of the 2018A Certificates and to execute a bond purchase agreement for the sale and purchase of the 2018A Certificates with Northland.

2.03 Upon approval of the sale of the 2018A Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04 PMA is authorized to prepare and Northland is authorized to distribute an official statement related to the sale of the 2018A Certificates.

2.05 If the Pricing Committee has not approved the sale of the 2018A Certificates to Northland and executed the related bond purchase agreement by December 31, 2018, this resolution shall expire.

Section 3. 2018A Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2018A Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Contract and in a supplement to the Declaration.

Section 4. Minnesota School District Credit Enhancement Program.

4.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the 2018A Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the 2018A Certificates when due. The District further covenants to deposit with the Trustee, as bond registrar and paying agent for the 2018A Certificates, or any successor paying agent (the “Bond Registrar”) three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the 2018A Certificates is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the 2018A Certificates or if, on the day two business days prior to the date a payment is due on the 2018A Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any 2018A Certificates of this issue remain outstanding.

4.02 The District further covenants to comply with all procedures now or hereafter established pursuant to Minnesota Statutes, Section 126C.55, Subdivision 2(c) by the Minnesota Department of Management and Budget and the Minnesota Department of Education and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk and Superintendent is authorized to execute any applicable Minnesota Department of Education forms.

## RESOLUTION

### Authorizing the Issuance of Full Term Refunding Certificates of Participation, Series 2018B

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), as follows:

#### Section 1. Authority and Background.

1.01 Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

1.02 The School Board has approved a Long-Range Facilities Plan (the “Plan”), and the Commissioner of Education has approved the District’s borrowing under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Contract, as hereinafter defined (the “Project”).

1.03 By Resolution No. B-5-08-2541, adopted May 29, 2008, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the maximum principal amount of \$111,440,000 pursuant to a declaration of trust.

1.04 Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Contract to finance the Project, and the Commissioner authorized the Project and the levy.

1.05 The District selected U.S. Bank National Association, St. Paul, Minnesota (the “Trustee”) to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract dated as of June 1, 2008 (the “Contract”), with the District regarding the acquisition, construction and equipping of the Project, and the District and the Trustee entered into a Declaration of Trust dated as of June 1, 2008 (the “Declaration”), pursuant to which Full Term Certificates of Participation, Series 2008B, in the installment payments under the Contract in the principal amount of \$111,440,000 (the “2008 Certificates”), were executed and delivered by the Trustee.

1.06 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010, with the Trustee which amended the Contract and a Supplement to Declaration of Trust dated as of October 1, 2010 with the Trustee, which supplemented the Declaration, in connection with the \$5,000,000 Full Term Certificates of Participation, Series 2010C dated October 1, 2010 (the “2010C Certificates”), the proceeds of which financed the Project, as amended.

1.07 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012, with the

Trustee which amended the Contact, as amended, and a Supplement to Declaration of Trustee, dated as of June 1, 2012, which supplemented the Declaration, as supplemented, in connection with the \$12,800,424.50 Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012, the proceeds of which financed the Project, as amended.

1.08 Under and pursuant to the Act and Minnesota Statutes 475, Subdivision 1 through 12, the District refinanced the outstanding 2008 Certificates through the issuance of \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated as of August 17, 2016.

1.09 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District hereby determines that it is necessary, in order to reduce debt service costs, to refinance the outstanding 2010C Certificates through the issuance of Full Term Refunding Certificates of Participation, Series 2018B (the “2018B Certificates”).

## Section 2. Sale of 2018B Certificates.

2.01 The District has retained PMA Securities, Inc., in Albertville, Minnesota (“PMA”), as independent financial advisor in connection with the sale of the 2018B Certificates. The School Board desires to proceed with the sale of the 2018B Certificates by direct negotiation to Northland Securities, Inc., in Minneapolis, Minnesota (“Northland”), as underwriter.

2.02 Any officer of the School Board and the Superintendent (the “Pricing Committee”), are hereby authorized to approve the sale of the 2018B Certificates and to execute a bond purchase agreement for the purchase of the 2018B Certificates with Northland.

2.03 Upon approval of the sale of the 2018B Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04 PMA is authorized to prepare and Northland is authorized to distribute an official statement related to the sale of the 2018B Certificates.

2.05 If the Pricing Committee has not approved the sale of the 2018B Certificates to Northland and executed the related bond purchase agreement by December 31, 2018, this resolution shall expire.

Section 3. 2018B Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2018B Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Contract and in a supplement to the Declaration.

## Section 4. Minnesota School District Credit Enhancement Program.

4.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the 2018B Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the 2018B Certificates when due. The District further covenants to deposit with the Trustee, as bond registrar and paying agent for the 2018B Certificates, or any successor paying agent (the “Bond Registrar”) three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it

will be unable to make all or a portion of that payment. The Bond Registrar for the 2018B Certificates is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the 2018B Certificates or if, on the day two business days prior to the date a payment is due on the 2018B Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any 2018B Certificates of this issue remain outstanding.

4.02 The District further covenants to comply with all procedures now or hereafter established pursuant to Minnesota Statutes, Section 126C.55, Subdivision 2(c) by the Minnesota Department of Management and Budget and the Minnesota Department of Education and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk or Superintendent is authorized to execute any applicable Minnesota Department of Education forms.



## PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 4<sup>th</sup> day of September, 2018, by and between The Duluth Congregational Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to forty-five (45) parking spaces in the parking lot located at 3833 East Superior Street.

2. The term of the Agreement shall be from September 4, 2018 until June 6, 2019 or until terminated by either party upon 60 days written notice.

3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of TWO THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$2,720.00) for the full term of the Agreement.

4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.

5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.

6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.

7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.

8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.

9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).

10. The District agrees that during the term of this Agreement it will provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement.

11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CHURCH:**

**THE DULUTH CONGREGATIONAL CHURCH**

BY: Mark R Brown 08/16/2018

Mark Brown, Church Moderator

**DISTRICT:**

**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY: William Gronseth

William Gronseth, Superintendent

## MEMORANDUM

**TO:** William Gronseth

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

**DATE:** August 14, 2018

**RE:** **Contract for Neutralization Tank Service – East and Denfeld High Schools**

The attached contract between ISD 709 and The Retrofit Companies, Inc. is for service to the neutralization tanks at East and Denfeld. The tanks have the potential to contain hazardous materials and are required to be cleaned and have the media replaced.

Attached for your signature please find two (2) copies of the contract between ISD 709 and The Retrofit Companies Inc. for the tank service. After review, please sign and return to the Facilities Management office for processing.

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

Thank you.

cc: Dave Spooner

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 14th day of August 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and The Retrofit Companies, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 14, 2018, and shall remain in effect until the project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform neutralization tank cleaning, waste disposal, and limestone replacement as referenced in Quote #4300 for three (3) neutralization tanks at East High School and one (1) neutralization tank at Denfeld High School. Project Base Quotation time and materials not to exceed \$13,352.14.

Add Alternate #1: If the waste characterization testing shows the material to be hazardous an additional \$850 shall be added revising the not to exceed amount to \$14,202.14.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's Quote;
3. Contractors Insurance Policy;
4. 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 up to a sum not to exceed \$13,352.14 or with Add Alternate #1 \$14,202.14.

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 Jason Barsness, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of The Retrofit Companies, Inc. 1010 Hoffman Drive, Suite A Owatonna, MN 55060.

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

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

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

District Employee  
William Gronseth

Position  
Superintendent

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>
Jason Barsness	Safety Coordinator

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.

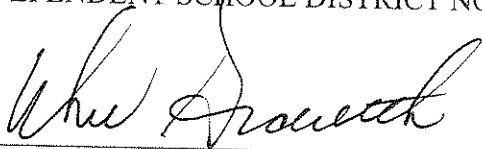
At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this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

THE RETROFIT COMPANIES



Superintendent

By

Title

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2nd day of August 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Krista Harju an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 2, 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.** (see attachment)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$20,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis. This invoice must be submitted within 10 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of ISD 709/Duluth Preschool, 215 N. 1<sup>st</sup> Ave. E. Duluth MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 5870 Highway 2, Duluth MN 55810

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

n/a  
Chair

Rusta Hays  
Name

n/a  
Clerk

Mental Health Consultant  
Title

[Signature]  
Program Director

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

[Signature]  
Director of Budget and Finance Superintendent

### Contract Purpose

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

### Contract Requirements

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

**PURCHASE OF SERVICES AGREEMENT**

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

**RECITALS**

The parties hereto recite and declare:

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

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

**I. DURATION OF AGREEMENT**

This agreement shall commence on July 1, 2018 and continue in full force and effect through June 30, 2019, unless terminated, extended, or modified by mutual agreement.

**II. DESCRIPTION OF WORK TO BE PROVIDED BY Contractor**

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

**III. COMPENSATION**

**ISD 709** shall pay to and compensate **Contractor** the \$50 (fifty) per hour based on documented time providing services such as those identified in Appendix A. In addition, **Contractor** shall be reimbursed for mileage at the district rate. **Contractor** shall be responsible for completing and turning in the appropriate paperwork and forms necessary to be paid by **ISD 709** and **ISD 709** shall issue a 1099 to **Contractor** in accordance with Internal Revenue Service regulations and requirements.

UP TO \$13,000  
 Jason Chen  
 8/31/18

**IV. RELATIONSHIP OF THE PARTIES:**

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

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

**V. COMPLIANCE WITH POLICIES AND PROCEDURES**

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

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

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

**VII. TERMS TO BE EXCLUSIVE:**

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

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

**VIII. WAIVER OR MODIFICATION OF TERMS.**

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

**IX. REPRESENTATION OF AUTHORITY TO SIGN.**

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

**"ISD 709":**  
INDEPENDENT SCHOOL DISTRICT NO. 709

By *Jana Crane* Date 8/31/18  
*W. M. Daniels* 8/31/18

**"Contractor":**

By \_\_\_\_\_ Date \_\_\_\_\_  
**Phyllis Hauck**  
**Contractor**

Provider shall provide vision services as needed and requested by School District to service School District's programs and sites. These services shall include, but are not limited to, the following: direct and indirect student contact time as stated in IEP, classroom consultation, parent contact and conferences, staffing and team meetings, home programs, evaluations, specialized programs for groups, in-services when required by the school district, make-up of sessions missed by Provider but not by Student, if possible, and record keeping including the following: IEP's and evaluation reports, staffing reports, and progress reports. This also includes any other services that would be necessary to carry out the aforementioned and as requested by School District.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 30th day of July, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Ken Willms 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 30, 2018, and shall remain in effect until August 15, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Completion of Pupil Transportation reporting to MDE.

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 \$42.05/hourly or \$5,000 in total. 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: ISD 709, Duluth Public Schools, Attn: William Gronseth, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Ken Willms See page 3

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.

<u>Ken Willis</u>		<u>8-6-18</u>
Contractor Signature	SSN/Tax ID Number	Date
<u>Walter Smith</u>		<u>8/6/18</u>
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

03	760	013	720	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

<u>Walter Smith</u>	<u>8/16/18</u>
CFO/Executive Director of Business Services/Superintendent of Schools	Date

685 County Rd 8 Holyoke, MN 55749

**CONTRACT ADDENDUM**

THIS CONTRACT ADDENDUM dated this 15<sup>th</sup> day of August, 2018

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Ken Willms

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and Ken Willms (the "Parties") entered into the contract (the "Contract") dated August 6, 2018, for the purpose of Completion of Pupil Transportation reporting to MDE.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

**IN CONSIDERATION OF** the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

**Amendments**

1. The Contract is amended as follows:
  - a. Dates of Services. Original effective dates of the Contract were July 30, 2018 through August 15, 2018. This amendment would extend the length of the contract through September 30, 2018.
  - b. Performance. In addition to Pupil Transportation to reporting to MDE, other duties as assigned.

**No Other Change**

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

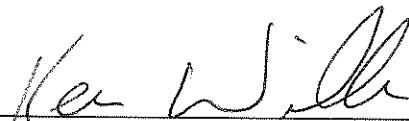
**Miscellaneous Terms**

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.


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

  
\_\_\_\_\_  
Contractor Signature

8-15-18  
\_\_\_\_\_  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

03	760	013	720	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

  
\_\_\_\_\_  
Program Manager

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
CFO/Superintendent

8/15/18  
\_\_\_\_\_  
Date

**PURCHASE OF SERVICE AGREEMENT  
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH  
IN FOSTER CARE PLACEMENT**

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, Independent School District (ISD) #709, 3200 W Superior St., Duluth, MN 55806, hereinafter referred to as "District", for the period of July 1, 2018 to June 30, 2019.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:  
The term of this Agreement shall be in effect from July 1, 2018 to June 30, 2019
2. EDUCATIONAL PLACEMENT DECISIONS:  
County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the district liaison or a representative of the school in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

### 3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the students in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

### 4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the district's county's point of contact. A form will be developed that states the individual's transportation plan that is shared with both points of contact.

- 4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.
- 4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume costs required for transporting the student to school. District will cover the associated costs.
- 4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.4 Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.5 Students placed in foster care within District and attending a non-ISD # 709 area schools: The District will bear no financial responsibility for this student. County and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the district liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13.1 and 13.2.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.1.1 Billing should be submitted to:  
 Lisa King, Business Services Supervisor  
 St. Louis County  
 Public Health and Human Services  
 Business Services, Government Services Center  
 320 West 2nd Street, Room 401  
 Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to Lisa King, Business Services Supervisor, 218-726-2153, [kingl@stlouiscountymn.gov](mailto:kingl@stlouiscountymn.gov).

5.7 In situations where transportation is being funded by County, point of contact will notify the district liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

- 6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.
- 6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:
- 6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- 6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.
- 6.3.3 CFS Division Directors of County:
- Northern St. Louis County PHHS  
Paula Stocke  
218-471-7178  
[StockeP@stlouiscountymn.gov](mailto:StockeP@stlouiscountymn.gov)
- Southern St. Louis County PHHS  
Holly Church  
218- 725-5161  
[ChurchH@stlouiscountymn.gov](mailto:ChurchH@stlouiscountymn.gov)
- 6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.
- 6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.
7. PROVIDER NOT AN EMPLOYEE:  
It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.
8. INDEMNIFICATION:  
Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS:

All notices and communication pursuant to this Agreement will be directed to the PHHS point of contact (POC):

13.1 Northern St. Louis County

Dave Schunk, CFS Supervisor  
218- 471-7156  
[SchunkD@stlouiscountymn.gov](mailto:SchunkD@stlouiscountymn.gov)

13.2 Southern St. Louis County

Kathy Bergum, CFS Supervisor  
218-726-2242  
[bergumk@stlouiscountymn.gov](mailto:bergumk@stlouiscountymn.gov)

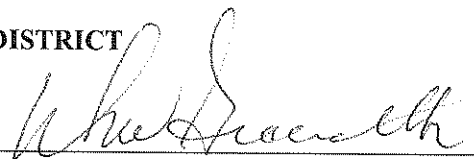
13.3 ISD #709, main contact

Katie Danielson, Family in Transitions (FIT) Coordinator  
218-336-8700 x3345  
[Katie.danielson@isd709.org](mailto:Katie.danielson@isd709.org)

13.4 ISD#709, secondary contact

Dr. Darren Sheldon  
Principal, Lakewood Elementary School  
Federal Programming Coordinator, ISD #709  
218-336-8870 ext 1011  
[darren.sheldon@isd709.org](mailto:darren.sheldon@isd709.org)

IN WITNESS WHEREOF, County and Provider agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2018 through June 30<sup>th</sup>, 2019.

**DISTRICT**  


Superintendent  
Date: 8/15/18

**COUNTY**  
\_\_\_\_\_

Keith Nelson  
Board Chairperson

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

\_\_\_\_\_

Linnea B. Mirsch  
Public Health & Human Services Director

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

\_\_\_\_\_

Donald Dicklich  
Auditor

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

Approved as to form and execution:

\_\_\_\_\_

Benjamin M. Stromberg  
Assistant County Attorney

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

**No Cost Contracts Signed  
August 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of August 2018:

<b>Name</b>	<b>Source</b>	<b>Description</b>
City of Duluth	Facilities	Construction license agreement for repair to Cross City Trail in District's right of way
Positive Energy Outdoors Adventure Club	Lowell	Positive Energy Outdoors programming for 2018-19 school year
Arrowhead Library System	Superintendent	Participation in the Arrowhead Library System Multitype

## CONSTRUCTION LICENSE AGREEMENT

**THIS CONSTRUCTION LICENSE AGREEMENT** (this "Agreement") is by and between INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation and political subdivision ("ISD 709") and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota ("City").

**WHEREAS**, ISD 709 owns the property depicted and designated as the "Licensed Premises" on the attached Exhibit A (referred to in this Agreement as the "Licensed Premises").

**WHEREAS**, City will be constructing Phase II of the Cross City Trail (the "CCT"), a 10.3-mile multi-purpose, non-motorized, paved trail that connects the Lakewalk in Canal Park to the Munger Trail and the Waterfront Trail in western Duluth. A portion of the CCT will be constructed adjacent to the Licensed Premises within public right-of-way.

**WHEREAS**, the Licensed Premises currently pools up with water, and City would like to improve the Licensed Premises to promote better drainage and move water away from the CCT and into the adjacent street. To accomplish this task, City desires to remove the existing fence from the Licensed Premises, grade the Licensed Premises with class 5 gravel, and install a new fence in the same location as the existing fence (the "ISD Project").

**WHEREAS**, City desires to access the Licensed Premises and complete the ISD Project, and ISD 709 wishes to provide City with written permission to do so.

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

### **I. PERMISSION AND PROPERTY**

A. ISD 709 grants to City, and its employees, agents, contractors and subcontractors, a non-exclusive license to enter onto the Licensed Premises with all necessary tools, equipment, vehicles, and related materials for the purpose of completing the ISD Project. The ISD Project will be completed at City's sole expense. City shall keep the Licensed Premises free and clear of any mechanics', materialmen's or similar liens related to City's activities.

B. City's use of the Licensed Premises shall be limited to the activities and purposes stated above and this Agreement does not permit the public to use the Licensed Premises. ISD 709 shall have access to the Licensed Premises during the ISD Project.

### **II. TERM**

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall begin August 15, 2018 and shall expire at the end of the day on September 1, 2019, or on such date that the ISD Project is completed, whichever occurs first (the "Term").

### III. LAWS, RULES AND REGULATIONS

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

### IV. GOVERNMENT DATA PRACTICES

A. ISD 709 shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by ISD 709 under this Agreement.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this section by ISD 709. If ISD 709 receives a request to release the data referred to in this section, ISD 709 must immediately notify City and consult with City as to how it should respond to the request. ISD 709 will hold City, its officers, and employees harmless from any claims resulting from ISD 709's unlawful disclosure or use of data protected under state and federal laws.

### V. NO THIRD PARTY RIGHTS

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

### VI. NOTICES

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

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

ISD 709  
 Independent School District No. 709  
 Attn: Manager of Facilities  
 215 N. 1st Avenue East  
 Duluth, Minnesota 55802

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

## **VII. COMPLIANCE WITH AGREEMENT**

The rights of City to occupy and use the Licensed Premises are subject to City's compliance with the undertakings, provisions, covenants, and conditions herein.

## **VIII. APPLICABLE LAW**

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

## **IX. AMENDMENTS**

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

## **X. SEVERABILITY**

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

## **XI. AUTHORITY TO EXECUTE AGREEMENT**

ISD 709 represents that they are the owners of the Licensed Premises and the individuals signing below have the authority to execute this Agreement on behalf of ISD 709.

## **XII. ENTIRE AGREEMENT**

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

## **XIII. RESTORATION**

City will grade the Licensed Premises with class 5 gravel and install a new fence in the same location as the existing fence using fencing materials substantially equivalent to the existing fence promptly after completing its work.

## **XIV. INDEMNIFICATION**

City and ISD 709 shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. City's and ISD 709's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

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

**CITY OF DULUTH**

**INDEPENDENT SCHOOL  
DISTRICT NO. 709**

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

By: William Gronseth

Its: Superintendent

Attest:

Printed Name: William Gronseth

\_\_\_\_\_  
City Clerk  
Date Attested: \_\_\_\_\_

Dated: August 29, 2018

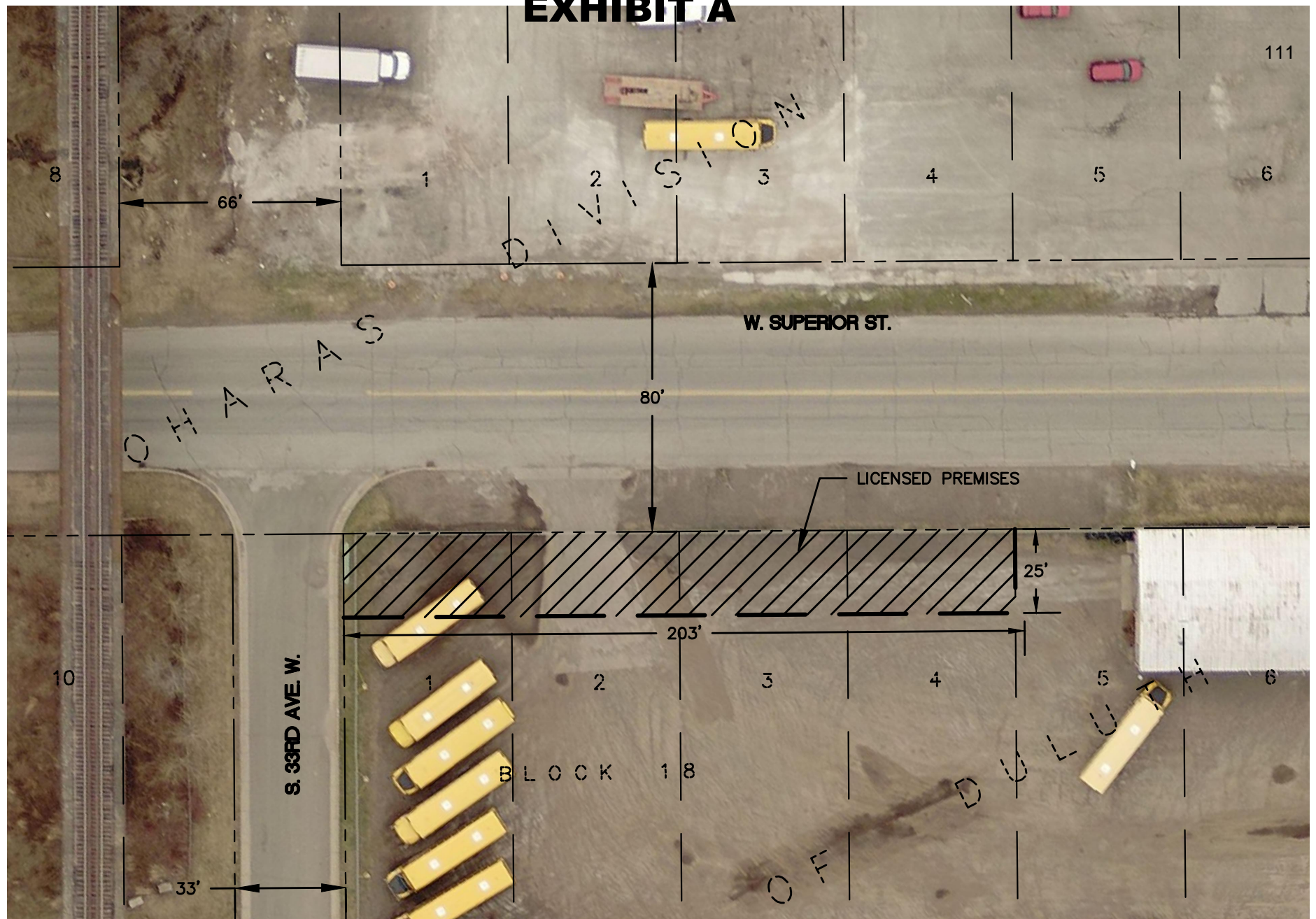
Approved as to form:

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

Countersigned:

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

# EXHIBIT A



S:\AE\DU\DU\109680\9-survey\CAD\superior st. grading.dwg 7/17/2018 9:39 AM tyngsdal

DRAWN BY: ACO  
 CHECKED BY: CAL  
 SURVEYED BY: N/A

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Signature: \_\_\_\_\_ Lic. No. 45848  
 Printed Name: CHRIS A. LARSEN Date: 04/24/18

PHONE: 218.279.3000  
 418 W SUPERIOR ST  
 STE 200  
 DULUTH, MN  
 55802-1512  
 www.sehinc.com

**SEH**

NO.	BY	DATE	REVISIONS

**LOT 1 THROUGH 4  
 BLOCK 18  
 OHARAS DIVISION OF  
 DULUTH, MN**

I hereby certify that this street vacation exhibit has been checked and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_  
 City Engineer

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

FILE NO.  
 DULUT 109680

DATE  
 06/11/2018

SHEET  
 1 OF 1



## Memorandum of Understanding

### I. PURPOSE AND SCOPE:

- A. Positive Energy Outdoors (PEO) of Duluth, Minnesota, and Lowell Elementary School of Duluth, Minnesota, enter into this Memorandum of Understanding (MOU) to establish the framework under which PEO programming will be provided.
- B. This MOU outlines the agreed upon arrangements for implementing Adventure Club programming between PEO and Lowell Elementary School for the 2018 - 2019 academic year.

### II. PRIMARY POINT OF CONTACT (POC)

#### Positive Energy Outdoors

Stephanie Love  
Director  
4757 Datka Road  
Duluth, MN 55803  
[steph@outdooredventures.org](mailto:steph@outdooredventures.org)  
218-391-0147

#### Adventure Club On-Site Contact

Michaela Johnson  
Adventure Club Coordinator  
4757 Datka Road  
Duluth, MN 55803  
[coordinator@outdooredventures.org](mailto:coordinator@outdooredventures.org)  
218-461-7171 (answered 1:00-6:00 p.m. M-F)

#### School Contact

Jennifer Larva  
Lowell Elementary School Principal  
2000 Rice Lake Road  
Duluth, MN 55811  
[jennifer.larva@isd709.org](mailto:jennifer.larva@isd709.org)  
218-336-8895 x 1007

### III. PROGRAM OFFERINGS AND SCHEDULE

- A. PEO agrees to provide programming during the following timeframes:
  - i. Fall Semester: September 4, 2018 – December 21, 2018
  - ii. Spring Semester: January 2, 2019 – June 6, 2019
  - iii. Summer Program Option: June 17, 2019 – August 23, 2019
- B. Specific site schedule, including orientation week for staff/volunteers, start/end dates for participants, and any scheduled non-meeting days will be confirmed no later than 4-weeks prior to the start of each semester with the Lowell Elementary School Principal.

PEO programs will meet at the following times:

- i. Adventure Club Full Time Program: Monday-Friday, 2:15 p.m. - 5:30 p.m.
- ii. Adventure Club Part Time Program: M, W, F, 2:15 p.m. - 5:30 p.m.
- iii. Adventure Club Part Time Program: T, Th, 2:15 p.m. - 5:30 p.m.
- iv. Adventure Club Flexible Part Time Program: Combination of 1-4 days, M, T, W, Th, F, 2:15 p.m. - 5:30 p.m.

PEO program staff and volunteers require access to the site 1 hour and 15 minutes before and 30 minutes after above stated meeting times for planning, setup, debrief, and cleanup.

### IV. FACILITY

- A. Lowell Elementary School agrees to provide an indoor meeting space (Room 149-small gym) for

severe weather options and access to outdoor classroom/nature playscape for program offerings listed in Section III.B of this MOU. Access to these spaces a minimum of 10 minutes before and after program time is required for setup and cleanup.

- B. PEO staff and volunteers will have access to outdoor classroom spaces/nature playscape, small teacher lounge (Room 149a), a designated meeting space (Room 154), or similarly sized/ configured space 1 hour and 15 minutes before and 30 minutes after clubs for the purpose of pre-meeting and post-debrief with staff and volunteers.
- C. Lowell Elementary School will provide storage in the designated classroom (1) locked storage container (size TBD) for the storage of materials and supplies to be used during the Adventure Club program. Space shall be secured by the same means Lowell Elementary School secures its own property from loss, theft, or damage.

#### V. MATERIALS

- A. PEO will be responsible for procuring all required programming materials.
- B. PEO will arrange for providing program participants with snack prior to club meetings.
- C. PEO will be responsible for making sure participants are dressed appropriately for outdoor play in a variety of year round weather conditions

#### VI. PARTICIPANTS

PEO Adventure Club programming is offered on a sliding fee scale for participants, and targeted to children whose families need full or part time after school care, and/or have an interest in nature play, social-emotional learning and outdoor skill development for their children. Consistent attendance by participants (minimum of 70%, per individual) is expected.

- A. PEO Adventure Club programming is open to all children in grades K-5, as designated in section III.B of this MOU.
- B. All interested participants must pre-register through PEO's online application process.
- C. PEO will be responsible for the recruitment, placement, and program release of all children for PEO Adventure Club programming, and will provide Lowell Elementary School with the following participant information:
  - i. At the time of signing MOU:
    - 1. Copy of PEO Statement of Non-Affiliation (one per family), which clearly states that Adventure Club is an independent program of Positive Energy Outdoors and there is no affiliation with ISD 709 or Lowell Elementary School.
    - 2. Copy of PEO Assumption of Risk Form (parent permission form), which clearly states that permission has been given for participants to participate in Adventure Club, and includes an image/media release.
    - 3. Copy of PEO Behavior Policy.
  - ii. No later than 1-week prior to start of clubs:
    - 1. Complete daily roster of children attending Adventure Club.
    - 2. List of individual participants who do not have signed image releases.
  - iii. Information for new children joining the program will be provided to the PEO POC weekly. Space permitting, new participants are allowed to join Adventure Club at any time during the school year.
  - iv. At the end of daily program sessions, PEO participants will be released back to the care of their parent/guardian for dismissal. PEO program staff will follow PEO sign out procedures.

including checking IDs, and signing out (day and time) each child. Copies of participant sign in/sign out rosters will be kept on file by PEO for six (6) years as required by the St. Louis County Child Care Assistance Program (CCAP).

- D. If the number of participants is fewer than 20 (full and part time), PEO reserves the right to cancel Adventure Club

#### **VII. PROGRAM STAFF AND VOLUNTEERS**

- A. All PEO programming will be managed, on-site, by PEO professional staff members.
- B. A PEO Director will remotely manage PEO programming, and perform a minimum of 2 on-site program quality assessment visits per year as well as provide weekly on-site oversight for the programming.
- C. PEO Adventure Club is run by professional PEO staff, with a minimum staff to student ratio of 1:10. All PEO professional staff are over the age of 18. Volunteers and interns may also be recruited by PEO.
- D. PEO is responsible for the recruitment, placement, and supervision of all adult volunteers and interns. PEO will share its volunteer and intern recruitment materials with Lowell School to help to identify potential volunteers.
- E. PEO is responsible for training all staff, volunteers and interns.
- F. PEO is responsible for completing background checks for all adult professional staff, volunteers and interns.

#### **VIII. COSTS**

PEO programming is provided on a sliding scale for all participants. To help ensure that our programs remain affordable for low-moderate income families, Lowell Elementary School agrees to provide the following in-kind support.

- A. In-kind support:
  - i. Use of program facility as outlined in this MOU.

#### **IX. MISCELLANEOUS**

##### **A. PROTECTION OF REPUTATION**

Through the execution of this MOU, both organizations acknowledge the other's community reputation for high-quality education and program offerings. Both parties agree to uphold these standards and do nothing that will compromise the other's reputation and community standing with their staff, constituents, and stakeholders.

##### **B. COMPLEMENTARY PROGRAMMING**

Adventure Club was created to fill a gap in outdoor education/nature play programming available after school for students and families at their request. Both parties agree that future program development or expansion of PEO Adventure Club programming will further enhance opportunities for students and families, while avoiding competition with or duplication of services already provided by either party.

##### **C. INSURANCE**

Positive Energy Outdoors will maintain a Commercial General Liability coverage limit of \$1,000,000 per occurrence, and a \$1,000,000 umbrella coverage policy to indemnify the school district and hold it harmless from any liability arising from PEO's use of school district property. ISD #709, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802, is listed as the Certificate Holder and as an Additional Insured on the policy.

- D. LOGOS**  
Use of any organizational logos may be done so only with written permission and approval from the appropriate POC. All organizational logos are to be used in accordance with each organization's graphic guidelines.
- E. USE OF IMAGES**  
Contingent on individual participant releases, organizations grant the other usage of any images and/or voice of participants in this program on websites, social media, promotional and program materials, in perpetuity, as it relates to promoting Adventure Club and PEO programming.
- F. MEDIA**  
Organizations agree to mutually support each other's media activities and share copies of any articles, stories or other coverage related to Adventure Club. Organizations involved in this MOU must approve all media releases and opportunities related to Adventure Club.
- G. FUNDING**  
Organizations may jointly or independently pursue funding to support and enhance Adventure Club, provided both organizations are informed prior to submittal of applications or requests.
- H. SETTLEMENT OF DISAGREEMENTS**  
Organizations will endeavor to resolve any issues that arise in the management and quality of PEO programming. *If a dispute arises out of or relates to this contract, and if the dispute cannot be settled through negotiation, either party may choose to terminate this contract after making a good faith effort to resolve the matter. At that time, neither party shall use the name of the other in grant applications or publicity materials not already produced/submitted.*
- X. TERM AND EXECUTION OF MOU**
- A.** This MOU shall be effective from August 27, 2018 through August 23, 2019. The terms of the agreement may be amended by mutual written agreement of both parties, and may be terminated by either party with 60 days written notice.
- B.** Signing this document acknowledges each party's understanding of, and agreement with, the terms outlined herein.

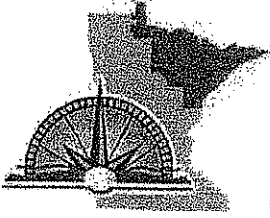
***THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK***

**Please return a signed copy of this MOU to the listed PEO POC for our records.**

Signature: Jennifer Larva Date: 8/16/18  
Lowell Elementary School  
By: Jennifer Larva, Principal  
Jennifer.Larva@isd709.org  
218-336-8895 x 1007

Signature: William Gronseth Date: 8/20/18  
Duluth Public Schools  
By: William Gronseth, Superintendent  
William.Gronseth@isd709.org  
218-336-8752

Signature: Stephanie Love Date: 8/15/18  
Positive Energy Outdoors (PEO)  
By: Stephanie Love, Director  
Steph@outdooredventures.org  
218-391-0147



150709  
Arrowhead Library System Multitype Membership Agreement

This agreement is made between the Longdon Park Elementary Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). **ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.**

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in

the ALS Multitype.

III. ALS programs and services will be based on the availability of funds appropriated by the State Legislature. Every attempt to provide the listed services will be made; however, ALS retains the right to modify the range of services due to changes in funding. ALS will:

- A. Provide and support professional development opportunities, including continuing education, training workshops, special programs, and other events at little or no cost.
- B. Maintain a system of communication for the sharing of information among member libraries, including online newsletters, other communication methods, online event calendars, e-mail lists, and an online directory of member libraries, staff, and contact information.
- C. Enhance resource sharing and reciprocal borrowing. This may include services such as interlibrary loan and contracts for databases licensed either in whole or in part by the ALS Multitype.
- D. Provide regional delivery service on a cost-share basis.
- E. Provide members an opportunity to be involved in strategic planning.
- F. Support the sharing of bibliographic data to the extent possible. This may include assistance with the conversion of records to share resources via the regional online catalog.

This membership agreement shall commence January 1, 2018 and will automatically renew each year, except that either party may terminate ALS Multitype membership with sixty (60) days of written notice.

If the Library chooses to terminate its ALS Multitype membership, materials, equipment and other items received from ALS within the last three years will be returned promptly. Any items borrowed from other participating libraries will be returned promptly and/or payment will be made to the owning library for lost or damaged items. The Library terminating its ALS multitype membership shall make no claims against the ALS Multitype.

Congdon Park Elementary School  
Name of Library

ISD 709  
Name of Institution/Organization

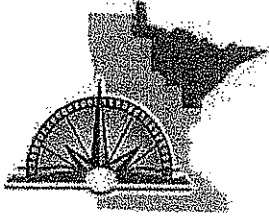
3116 G. Superior St.  
Street Address

Duluth MN 55811  
City State Zip

Kinda Eason 10-18-2017  
Signature of Library Contact Date

Joseph A. Hahn 12/22/17  
Signature of Authorized Institutional/Organizational Representative Date

Margorie McPeak 8/9/18  
Signature of ALS Multitype Board President Date



### Arrowhead Library System Multitype Membership Agreement

This agreement is made between the Donfeld High School Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

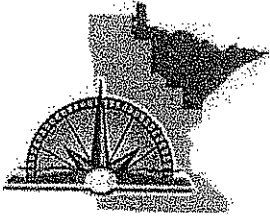
**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in





### Arrowhead Library System Multitype Membership Agreement

This agreement is made between the DULUTH EAST HIGH SCHOOL Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

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**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

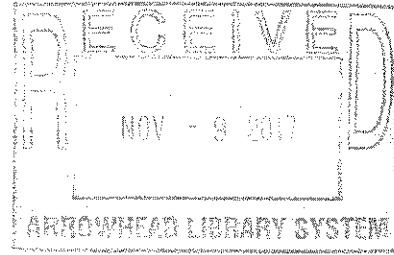
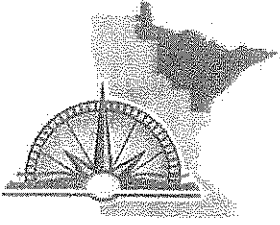
**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in





### Arrowhead Library System Multitype Membership Agreement

This agreement is made between the Homecroft Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). **ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.**

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

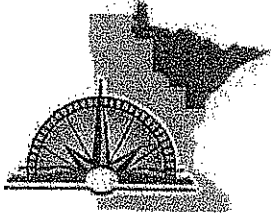
**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in





ISD 709

**Arrowhead Library System Multitype Membership Agreement**

This agreement is made between the Lakewood Elementary Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

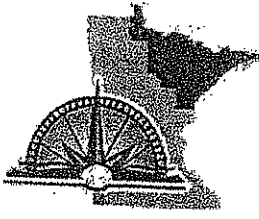
**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in





### Arrowhead Library System Multitype Membership Agreement

This agreement is made between the Laura Mae Archer Elementary School Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

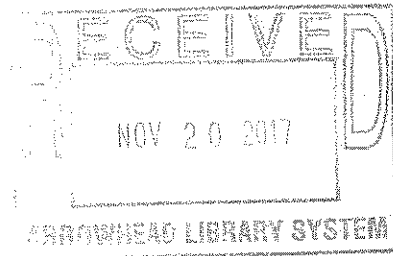
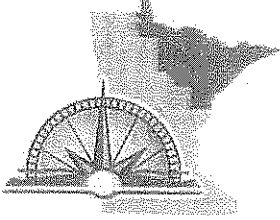
**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:

- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
- B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
- C. Provide staff for maintaining the library collection and support ongoing professional development.
- D. Maintain financial support of its own library at a level which in no way is reduced because of participation in





### Arrowhead Library System Multitype Membership Agreement

This agreement is made between the Lester Park Elementary Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicity Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

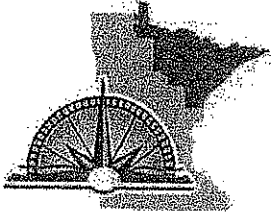
**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in





### Arrowhead Library System Multitype Membership Agreement

This agreement is made between the Lincoln Park Middle School Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

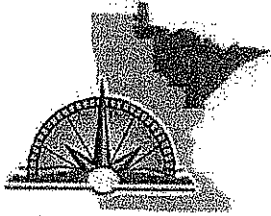
**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries; information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in





## Arrowhead Library System Multitype Membership Agreement

This agreement is made between the Lowell Elementary Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in

the ALS Multitype.

III. ALS programs and services will be based on the availability of funds appropriated by the State Legislature. Every attempt to provide the listed services will be made; however, ALS retains the right to modify the range of services due to changes in funding. ALS will:

- A. Provide and support professional development opportunities, including continuing education, training workshops, special programs, and other events at little or no cost.
- B. Maintain a system of communication for the sharing of information among member libraries, including online newsletters, other communication methods, online event calendars, e-mail lists, and an online directory of member libraries, staff, and contact information.
- C. Enhance resource sharing and reciprocal borrowing. This may include services such as interlibrary loan and contracts for databases licensed either in whole or in part by the ALS Multitype.
- D. Provide regional delivery service on a cost-share basis.
- E. Provide members an opportunity to be involved in strategic planning.
- F. Support the sharing of bibliographic data to the extent possible. This may include assistance with the conversion of records to share resources via the regional online catalog.

This membership agreement shall commence January 1, 2018 and will automatically renew each year, except that either party may terminate ALS Multitype membership with sixty (60) days of written notice.

If the Library chooses to terminate its ALS Multitype membership, materials, equipment and other items received from ALS within the last three years will be returned promptly. Any items borrowed from other participating libraries will be returned promptly and/or payment will be made to the owning library for lost or damaged items. The Library terminating its ALS multitype membership shall make no claims against the ALS Multitype.

Lowell Elementary Media Center

Name of Library

Lowell Elementary School

Name of Institution/Organization

2000 Rice Lake Rd.

Street Address

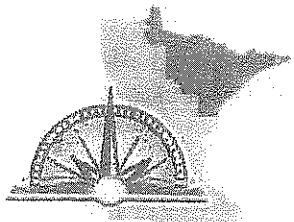
Duuth MN 55811

City State Zip

Sheryl J Van Scoy 12/5/17  
Signature of Library Contact Date

Douglas A. Hahn 12/27/17  
Signature of Authorized Institutional/Organizational Representative Date

Mayone McPeak 8/9/18  
Signature of ALS Multitype Board President Date



### Arrowhead Library System Multitype Membership Agreement

This agreement is made between the MYERS - WILKENS ELEM. SCH. Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to as the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

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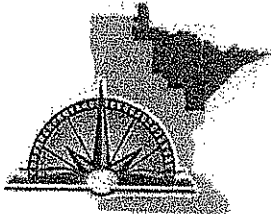
**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in





### Arrowhead Library System Multitype Membership Agreement

This agreement is made between the Ordean East Middle School Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data,
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in

the ALS Multitype.

III. ALS programs and services will be based on the availability of funds appropriated by the State Legislature. Every attempt to provide the listed services will be made; however, ALS retains the right to modify the range of services due to changes in funding. ALS will:

- A. Provide and support professional development opportunities, including continuing education, training workshops, special programs, and other events at little or no cost.
- B. Maintain a system of communication for the sharing of information among member libraries, including online newsletters, other communication methods, online event calendars, e-mail lists, and an online directory of member libraries, staff, and contact information.
- C. Enhance resource sharing and reciprocal borrowing. This may include services such as interlibrary loan and contracts for databases licensed either in whole or in part by the ALS Multitype.
- D. Provide regional delivery service on a cost-share basis.
- E. Provide members an opportunity to be involved in strategic planning.
- F. Support the sharing of bibliographic data to the extent possible. This may include assistance with the conversion of records to share resources via the regional online catalog.

This membership agreement shall commence January 1, 2018 and will automatically renew each year, except that either party may terminate ALS Multitype membership with sixty (60) days of written notice.

If the Library chooses to terminate its ALS Multitype membership, materials, equipment and other items received from ALS within the last three years will be returned promptly. Any items borrowed from other participating libraries will be returned promptly and/or payment will be made to the owning library for lost or damaged items. The Library terminating its ALS multitype membership shall make no claims against the ALS Multitype.

Ordean East Middle School  
Name of Library

Duluth Schools ISD 709  
Name of Institution/Organization

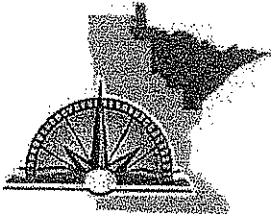
2900 E. 4TH ST.  
Street Address

Duluth MN 55812  
City State Zip

Mary Courage 10/17/17  
Signature of Library Contact Date

Joseph A. Harkin 12/22/17  
Signature of Authorized Institutional/Organizational Representative Date

Margaret McPeak 8/9/18  
Signature of ALS Multitype Board President Date



### Arrowhead Library System Multitype Membership Agreement

This agreement is made between the Piedmont Elementary Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

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**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in

the ALS Multitype.

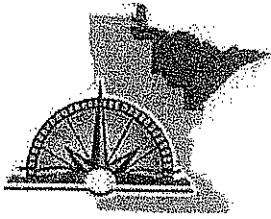
- iii. ALS programs and services will be based on the availability of funds appropriated by the State Legislature. Every attempt to provide the listed services will be made; however, ALS retains the right to modify the range of services due to changes in funding. ALS will:
- A. Provide and support professional development opportunities, including continuing education, training workshops, special programs, and other events at little or no cost.
  - B. Maintain a system of communication for the sharing of information among member libraries, including online newsletters, other communication methods, online event calendars, e-mail lists, and an online directory of member libraries, staff, and contact information.
  - C. Enhance resource sharing and reciprocal borrowing. This may include services such as interlibrary loan and contracts for databases licensed either in whole or in part by the ALS Multitype.
  - D. Provide regional delivery service on a cost-share basis.
  - E. Provide members an opportunity to be involved in strategic planning.
  - F. Support the sharing of bibliographic data to the extent possible. This may include assistance with the conversion of records to share resources via the regional online catalog.

This membership agreement shall commence January 1, 2018 and will automatically renew each year, except that either party may terminate ALS Multitype membership with sixty (60) days of written notice.

If the Library chooses to terminate its ALS Multitype membership, materials, equipment and other items received from ALS within the last three years will be returned promptly. Any items borrowed from other participating libraries will be returned promptly and/or payment will be made to the owning library for lost or damaged items. The Library terminating its ALS multitype membership shall make no claims against the ALS Multitype.

Piedmont Elementary  
 Name of Library  
ISD #709  
 Name of Institution/Organization  
2827 Chambersburg Ave  
 Street Address  
Duluth MN 55811  
 City State Zip

Bin Spring 11/16/17  
 Signature of Library Contact Date  
Joseph P. Healy 12/22/17  
 Signature of Authorized Institutional/Organizational Representative Date  
Mayone McRee 8/9/18  
 Signature of ALS Multitype Board President Date



### Arrowhead Library System Multitype Membership Agreement

This agreement is made between the Stowe Elementary Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). **ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.**

- I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

**Library:** A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

**Academic Library:** An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

**Public Library Outlet:** A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

**School Library Media Center:** A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

**Special Library:** A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- II. The Library agrees to:
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
  - B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
  - C. Provide staff for maintaining the library collection and support ongoing professional development.
  - D. Maintain financial support of its own library at a level which in no way is reduced because of participation in

the ALS Multitype.

- III. ALS programs and services will be based on the availability of funds appropriated by the State Legislature. Every attempt to provide the listed services will be made; however, ALS retains the right to modify the range of services due to changes in funding. ALS will:
- A. Provide and support professional development opportunities, including continuing education, training workshops, special programs, and other events at little or no cost.
  - B. Maintain a system of communication for the sharing of information among member libraries, including online newsletters, other communication methods, online event calendars, e-mail lists, and an online directory of member libraries, staff, and contact information.
  - C. Enhance resource sharing and reciprocal borrowing. This may include services such as interlibrary loan and contracts for databases licensed either in whole or in part by the ALS Multitype.
  - D. Provide regional delivery service on a cost-share basis.
  - E. Provide members an opportunity to be involved in strategic planning.
  - F. Support the sharing of bibliographic data to the extent possible. This may include assistance with the conversion of records to share resources via the regional online catalog.

This membership agreement shall commence January 1, 2018 and will automatically renew each year, except that either party may terminate ALS Multitype membership with sixty (60) days of written notice.

If the Library chooses to terminate its ALS Multitype membership, materials, equipment and other items received from ALS within the last three years will be returned promptly. Any items borrowed from other participating libraries will be returned promptly and/or payment will be made to the owning library for lost or damaged items. The Library terminating its ALS multitype membership shall make no claims against the ALS Multitype.

Stowe Elementary  
 Name of Library  
- ISD #1709  
 Name of Institution/Organization  
715 101st Ave W  
 Street Address  
Duluth MN 55808  
 City State Zip

B. B. B. B. 11/16/17  
 Signature of Library Contact Date  
Douglas C. Hester 12/22/17  
 Signature of Authorized Institutional/Organizational Representative Date  
Maryanne McPeak 8/9/18  
 Signature of ALS Multitype Board President Date

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

- In the past month, the Facilities maintenance crews have completed 277 work orders, and are currently working on 663 open work orders.
- Facilities maintenance trade crews are currently scheduled for a DW open period.
- MDE School Safety Grant submissions were completed on time and submitted the first day they were accepted.
- The effort to eradicate rodents at Congdon Elementary is ongoing and appears to be effective. This process will continue for some time. Proper notification as per statute to Congdon families has occurred, and school started in a normal manner.
- The AutoCAD Technician has been re-posted.
- The Hartley land sale to the City of Duluth is proceeding well and should be concluded in the next few months.
- The Rockridge lease with “The Hills” is moving forward and should be completed shortly.

**Capital Construction:**

- LTFM scheduled work at Lakewood, OEMS, and Lowell is for the most part complete.
- Denfeld plaster repair work was completed and next summer’s LTFM project is being designed.
- The FY20 LTFM - PSS Track Renovation project is in the initial stages of discussion.

**Building Operations**

- Operations worked hard to reach the finish line to get all of the schools ready for the school year. Many staff were challenged with ongoing activities and programs as they worked to thoroughly deep clean the school. Others were faced with a transition of a new principal or engineer. These challenges can many times distract us from our goal of having a safe and clean school for students and staff to return to. However, our hard work and dedication was evident as we overcame many of these challenges and prepared clean, safe, and secure schools for the return of the school year.
- Operations has filled Denfeld High School’s Engineer IV vacancy with an internal employee. As a result an additional Engineer III position is open at Lincoln Park Middle School. Operations is seeking to fill both Engineer III positions at Lincoln Park Middle School and Ordean East Middle School the first week of school. This will likely produce additional Engineer vacancies at an undetermined classification if filled internally.

**Health, Safety & Environmental Management**

**Environmental/Health/Safety**

- The Acid Neutralization Tanks for the science classrooms at Denfeld and East were cleaned and the limestone was replaced.
- East science storage room was investigated for water damage/mildew odors and was found to have a leak in the ductwork, which was repaired.
- Basketball hoist repairs were completed districtwide.

**Emergency Response Crisis Management**

- ALICE implementation and training has started. All staff was assigned an online training as the first step in learning response options to an active threat.

**Workers’ Compensation Activities**

- OSHA Recordables for the month: 0
- First report of injuries: 2

August 28, 2018

William Gronseth  
Superintendent of Schools

David J. Spooner, C.P.E.  
Manger of Facilities

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

RE: Marketing Update  
800 E Central Entrance "Central High School Property"  
"Hartley Lots"

**Hartley Residential Lots**

- All marketing in place and active.
- No new updates or inquiries.

**800 E. Central Entrance "Central High School Property"**

- Two recent phone calls, one regional development company and one national broker representing a major national retail company.
- One appointment has been set with a developer this Wednesday.

The Central site continues to generate inquiries from various Developers, Brokers and Investors as expected.

Please do not hesitate to reach out with any questions.

Respectfully,

Greg Follmer  
Broker