

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Tuesday, February 12, 2019
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

1. **Financial Report**
 - A. Financial Report 3
 - B. Approval of Payment of Claims - Attached as an "extra"
 - C. Budget Revisions 13
 - D. Wire Transfers 15
 - E. Investment Transactions 16
 - F. APU Projections 17
 - G. Fundraisers 20
2. **Bids, R.F.P.s and Quotes Reports**
 - A. Bids 21
 Attached is a document that explains what E-Rate is and how it works. ISD 709 falls into the 35% to 49% income bracket under the E-Rate Discount Matrix. The E-Rate process was followed for Bids 1270 and 1271.
 - 1) Bid-1270 Network Elementary Infrastructure Specifications 23
 Bids for network infrastructure equipment were advertised in the Duluth News Tribune and posted on the Universal Service Administrative Company (USAC) website as required to qualify for E-Rate funding.

Recommendations: It is recommended that the Duluth School Board accept the low bid meeting specifications as submitted by CDW Government LLC in the amount of \$429,705.80.
 - 2) Bid-1271 Network Secondary Wireless Infrastructure Specifications 25
 Bids for network infrastructure equipment were advertised in the Duluth News Tribune and posted on the Universal Service Administrative Company (USAC) website as required to qualify for E-Rate funding.

Recommendation: It is recommended that the Duluth School Board accept the low bid meeting specification as submitted by CDW Government, LLC in the amount of \$45,715.60
 - B. RFPs - None
 - C. Quotes - None
3. **Policies and Regulations**
 - A. New Policy 307 - Conflict of Interest and Fiduciary Duty 27
 Attached is new Policy 307 - Conflict of Interest and Fiduciary Duty for the second reading. There is no corresponding District or MSBA Model Policy.

Recommendation: It is Recommended that the Duluth School Board approve Policy 307 - second reading.

4. Contracts, Change Orders, and Leases

A. Contracts - None

B. Change Orders

1) **PLACEHOLDER** - Other Change Orders

C. Leases

5. Resolutions

A. B-2-19-XXXX - Acceptance of Donations 34

Recommendation: It is recommended that the Duluth School Board approve Resolution 2-19-XXXX.

B. B-2-19-XXXX - Release and Pledge of Collateral 36

Recommendation: It is recommended that the Duluth school Board approve Resolution B-2-19-XXXX.

C. **PLACEHOLDER** - Sale of Property

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

A. Expenditure Contracts 37

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of January 2019.

B. Extension or Renewal Contracts - None

C. No Cost Contracts 79

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of January 2019.

D. Revenue Contracts 102

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of January 2019.

E. Change Orders Signed - None

F. Facilities Management & Capital Project Status Report 114

G. Property Sale Updates 120

H. Data Requests Update 121

I. **PLACEHOLDER** - Audit Engagement Letter

7. Future Items

A. Policy Updates

B. Adoption of Budget Considerations and Investments (March 2019)

C. Preliminary 2019-20 Budget Information (April 2019)

D. Ten-Year Capital Facilities Plan - 2019 (May 2019)

**Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 12/31/18**

		General	Food		Community	Operating		Debt	Trust &		Student	
		Fund	Service	Transportation	Education	Capital	Construction	Service	Agency	Dental	Activities	
	Total	1	2	3	4	5	6	7	8 & 9	20	71 & 79	
Cash and investments	11/30/2018	\$ 103,767,499	\$ 1,163,660	\$ 877,264	\$ (3,014,627)	\$ 2,941,620	\$ 1,970,477	\$ 463,669	\$ 96,373,741	\$ 1,427,595	\$ 397,032	\$ 1,167,067
Receivables (increase)/decrease -		2,578,248	2,293,230	5,512	15,268	7,050	-	-	-	257,487	(300)	-
Payables increase/(decrease) -		(668,149)	(455,697)	19,990	(187,425)	(6,784)	(36,483)	-	(1,750)	-	-	-
Revenues increase/(decrease) -		9,273,753	7,727,712	459,812	353,802	405,426	113,039	2,837	126,519	5,342	79,264	-
Expenditures (increase)/decrease -		(8,992,950)	(7,058,041)	(366,005)	(462,021)	(643,603)	(232,477)	-	(900)	(177,630)	(52,273)	-
Cash and investments	12/31/2018	\$ 105,958,402	\$ 3,670,865	\$ 996,574	\$ (3,295,003)	\$ 2,703,710	\$ 1,814,556	\$ 466,507	\$ 96,497,610	\$ 1,512,794	\$ 423,723	\$ 1,167,067

		General Fund Dec-18			Percent of year	50.00%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy	\$	4,588,234	\$ 12,802,626	\$ 12,780,894	\$ 8,192,660	64%
State aids		33,227,617	71,873,563	70,127,749	36,900,132	53%
Special ED (fin 740)		2,450,565	13,737,860	13,496,247	11,045,682	82%
Federal		718,901	5,623,431	6,062,364	5,343,463	88%
Other		388,241	-	-	(388,241)	
Other Local		1,353,912	2,949,850	3,038,576	1,684,664	55%
Student Activities		283,224	1,496,993	1,496,993	1,213,769	81%
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Total Revenue	\$	43,010,694	\$ 108,484,323	\$ 107,002,823	\$ 63,992,129	60%
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Expenditures						
010-050 Administration	\$	2,172,940	\$ 4,885,552	\$ 5,233,249	\$ 3,060,309	58%
105-110 District Support Services		2,995,545	4,049,994	5,405,077	2,409,532	45%
200-298 Elem & Secondary Reg		15,472,189	42,493,820	42,704,746	27,232,557	64%
300-380 Vocational Education		615,229	1,701,341	1,728,300	1,113,071	64%
400-422 Special Education		8,630,245	23,158,015	22,384,304	13,754,059	61%
505-590 Community Education						
605-640 Instructional Support		1,563,963	3,890,733	3,965,998	2,402,035	61%
710-770 Pupil Support		3,688,373	8,047,695	7,986,430	4,298,057	54%
805-865 Sites and Buildings		4,423,699	15,160,113	12,826,601	8,402,902	66%
910-940 Fiscal & Other Fixed		22,322	3,480,000	3,260,000	3,237,678	99%
Student Activities		203,330	1,496,993	1,496,993	1,293,663	86%
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Total Expenditures	\$	39,787,835	\$ 108,364,256	\$ 106,991,698	\$ 67,203,863	63%
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Excess Rev Over (Under)	\$	3,222,859	\$ 120,067	\$ 11,125	\$ (3,211,734)	

		Percent of year			50.00%	
		General Fund Unrestricted Dec-18				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget Balance	Budget Remaining
Revenues						
Levy	\$	3,517,762	\$ 9,519,071	\$ 9,497,339	\$ 5,979,577	63%
State aids		32,946,077	61,109,019	59,230,727	26,284,650	44%
Special ED (fin 740)		2,450,565	13,737,860	13,496,247	11,045,682	82%
Federal		-	-	-	-	
Other		388,241	-	-	(388,241)	
Other Local		847,800	2,095,153	2,185,259	1,337,459	61%
Student Activities		283,224	1,496,993	1,496,993	1,213,769	81%
Total Revenue	\$	40,433,669	\$ 87,958,096	\$ 85,906,565	\$ 45,472,896	53%
Expenditures						
010-050 Administration	\$	2,172,940	\$ 4,885,552	\$ 5,233,249	\$ 3,060,309	58%
105-110 District Support Services		2,989,093	3,899,994	5,265,381	2,276,288	43%
200-298 Elem & Secondary Reg		11,235,730	30,362,497	30,061,221	18,825,491	63%
300-380 Vocational Education		556,705	1,569,790	1,579,234	1,022,529	65%
400-422 Special Education		7,467,050	20,296,764	19,576,287	12,109,237	62%
505-590 Community Education						
605-640 Instructional Support		729,511	1,446,097	1,473,176	743,665	50%
710-770 Pupil Support		3,506,686	8,047,695	7,873,160	4,366,474	55%
805-865 Sites and Buildings		3,570,076	12,352,647	10,019,135	6,449,059	64%
910-940 Fiscal & Other Fixed		22,322	3,260,000	3,260,000	3,237,678	99%
Student Activities		-	1,496,993	1,496,993	1,496,993	100%
Total Expenditures	\$	32,250,113	\$ 87,618,029	\$ 85,837,836	\$ 53,587,723	62%
Excess Rev Over (Under)	\$	8,183,556	\$ 340,067	\$ 68,729	\$ (8,114,827)	

		Percent of year			50.00%
		General Fund Restricted			
		Dec-18			
	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
Revenues					
Levy	\$ 1,070,472	\$ 3,283,555	\$ 3,283,555	\$ 2,213,083	67%
State aids	281,540	10,764,544	10,897,022	10,615,482	97%
Special ED (fin 740)	-	-	-	-	
Federal	718,901	5,623,431	6,062,364	5,343,463	88%
Other	-	-	-	-	
Other Local	506,112	854,697	853,317	347,205	41%
Student Activities	-	-	-	-	
Total Revenue	\$ 2,577,025	\$ 20,526,227	\$ 21,096,258	\$ 18,519,233	88%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	6,452	150,000	139,696	133,244	95%
200-298 Elem & Secondary Reg	4,236,459	12,131,323	12,643,525	8,407,066	66%
300-380 Vocational Education	58,524	131,551	149,066	90,542	61%
400-422 Special Education	1,163,195	2,861,251	2,808,017	1,644,822	59%
505-590 Community Education					
605-640 Instructional Support	834,452	2,444,636	2,492,822	1,658,370	67%
710-770 Pupil Support	181,687	-	113,270	(68,417)	
805-865 Sites and Buildings	853,623	2,807,466	2,807,466	1,953,843	70%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
Total Expenditures	\$ 7,334,392	\$ 20,526,227	\$ 21,153,862	\$ 13,819,470	65%
Excess Rev Over (Under)	\$ (4,757,367)	\$ -	\$ (57,604)	\$ 4,699,763	

Percent of year **50.00%**

**Food Service Fund
Dec-18**

	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget Balance	Budget Remaining
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	82,711	220,000	220,000	137,289	62%
Special ED (fin 740)	-	-	-	-	
Federal	889,440	2,617,000	2,633,320	1,743,880	66%
Other	569,178	6,000	1,259,500	690,322	55%
Other Local	6,162		6,000	(162)	-3%
Student Activities	-	-	-	-	
Total Revenue	\$ 1,547,491	\$ 2,843,000	\$ 4,118,820	\$ 2,571,329	62%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	1,546,978	4,182,661	4,258,981	2,712,003	64%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
Total Expenditures	\$ 1,546,978	\$ 4,182,661	\$ 4,258,981	\$ 2,712,003	64%
Excess Rev Over (Under)	\$ 513	\$ (1,339,661)	\$ (140,161)	\$ (140,674)	

		Percent of year			50.00%	
		Community Service Fund				
		Dec-18				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	388,235	\$ 972,505	\$ 972,505	\$ 584,270	60%
State aids		2,074,730	2,548,536	2,555,511	480,781	19%
Special ED (fin 740)		-	-	-	-	
Federal		207,771	2,093,958	2,048,712	1,840,941	90%
Other		-	-	-	-	
Other Local		1,050,758	1,787,700	1,792,700	741,942	41%
Student Activities		-	-	-	-	
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Total Revenue	\$	3,721,494	\$ 7,402,699	\$ 7,369,428	\$ 3,647,934	50%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		3,055,095	7,674,184	7,644,913	4,589,818	60%
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities		-	-	-	-	
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Total Expenditures	\$	3,055,095	\$ 7,674,184	\$ 7,644,913	\$ 4,589,818	60%
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Excess Rev Over (Under)	\$	666,399	\$ (271,485)	\$ (275,485)	\$ (941,884)	

Percent of year 50.00%

**Capital Projects Fund
Dec-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	6,766	-	-	(6,766)	
Student Activities	-	-	-	-	
Total Revenue	\$ 6,766	\$ -	\$ -	\$ (6,766)	
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	95,769	-	642,690	546,921	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 95,769	\$ -	\$ 642,690	\$ 546,921	
Excess Rev Over (Under)	\$ (89,003)	\$ -	\$ (642,690)	\$ (553,687)	

		Percent of year			50.00%	
		Debt Service Fund				
		Dec-18				
		FY19	FY 19 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
Revenues						
Levy	\$	6,788,233	\$ 18,274,130	\$ 18,274,130	\$ 11,485,897	63%
State aids		1,168,501	2,198,818	2,198,818	1,030,317	47%
Special ED (fin 740)		-	-	-	-	
Federal		416,979	833,957	833,957	416,978	50%
Other		-	-	-	-	
Other Local		296,055	1,000,000	1,000,000	703,945	70%
Student Activities		-	-	-	-	
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Total Revenue	\$	8,669,768	\$ 22,306,905	\$ 22,306,905	\$ 13,637,137	61%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		5,546,506	105,560,113	105,560,113	100,013,607	95%
Student Activities		-	-	-	-	
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Total Expenditures	\$	5,546,506	\$ 105,560,113	\$ 105,560,113	\$ 100,013,607	95%
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Excess Rev Over (Under)	\$	3,123,262	\$ (83,253,208)	\$ (83,253,208)	\$ (86,376,470)	

		Trust Fund Dec-18			Percent of year	50.00%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy	\$	-	\$ -	\$ -	\$ -	
State aids		-	-	-	-	
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		13,516	262,450	262,450	248,934	95%
Student Activities		-	-	-	-	
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Total Revenue	\$	13,516	\$ 262,450	\$ 262,450	\$ 248,934	95%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		532,891	1,421,043	1,421,043	888,152	63%
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		-	-	-	-	
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Total Expenditures	\$	532,891	\$ 1,421,043	\$ 1,421,043	\$ 888,152	63%
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Excess Rev Over (Under)	\$	(519,375)	\$ (1,158,593)	\$ (1,158,593)	\$ (639,218)	

Percent of year **50.00%**

**Dental Internal Service Fund
Dec-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	510,188	840,000	840,000	329,812	39%
Student Activities	-	-	-	-	
Total Revenue	\$ 510,188	\$ 840,000	\$ 840,000	\$ 329,812	39%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	163,412	819,000	819,000	655,588	80%
Total Expenditures	\$ 163,412	\$ 819,000	\$ 819,000	\$ 655,588	80%
Excess Rev Over (Under)	\$ 346,776	\$ 21,000	\$ 21,000	\$ (325,776)	

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 12/31/2018

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
12/14/2018	V109781	AFSCME MN COUNCIL 5 EFT	10,971.03
12/14/2018	V79764	DULUTH FEDERATION OF TEA	34,093.79
12/14/2018	V106637	EBC - FLEX EFT	11,549.06
12/14/2018	V106636	EBC - TSA EFT	58,464.31
12/14/2018	V79771	EDUCATION MN CLERICAL EFT	878.95
12/14/2018	V102915	FEDERAL 941 PR TAXES	574,993.79
12/14/2018	V107231	HARBOR POINTE CREDIT UNION	6,671.00
12/14/2018	V108066	MG TRUST	131,416.57
12/14/2018	V05173	MN CHILD SUPPORT EFT	1,559.07
12/14/2018	V108320	MN DEPT OF REVENUE EFT	960.31
12/14/2018	V102916	MN STATE PR TAXES	100,706.64
12/14/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	101,140.73
12/14/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	274,691.31
12/14/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,660,552.43
12/19/2018	V06645	MEDICA HEALTH PLAN (EFT)	175,652.60
12/19/2018	V106638	PEIP - HLTH EFT	1,408,835.04
12/19/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	52,273.28
12/19/2018	V104923	HARRIS BANK	17,989.93
12/28/2018	V106466	CITISTREET FOR MSRS	16,356.17
12/28/2018	V79764	DULUTH FEDERATION OF TEA	34,013.49
12/28/2018	V106637	EBC - FLEX EFT	11,499.06
12/28/2018	V106636	EBC - TSA EFT	58,492.87
12/28/2018	V79771	EDUCATION MN CLERICAL EFT	878.95
12/28/2018	V110013	EDUCATION MN INTEGRATION EFT	276.84
12/28/2018	V102915	FEDERAL 941 PR TAXES	580,086.04
12/28/2018	V107231	HARBOR POINTE CREDIT UNION	6,671.00
12/28/2018	V108066	MG TRUST	132,334.29
12/28/2018	V05173	MN CHILD SUPPORT EFT	1,559.07
12/28/2018	V108320	MN DEPT OF REVENUE EFT	582.88
12/28/2018	V102916	MN STATE PR TAXES	101,775.82
12/28/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	101,350.39
12/28/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	275,604.82
12/28/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,687,140.21
			7,632,021.74

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

Beginning Investment Balance (November 30, 2018) \$ 12,867,776.96

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)	
12/25/2018	MN Trust Term Series	MNT	1/25/2019	2.40%	\$ 8,000,000.00

Total Purchases \$ 8,000,000.00

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)	
12/3/2018	Ally Bk Midvale UT	MBS	12/3/2018	1.60%	\$ 199,792.00
12/11/2018	Patriot Bk NA Stamford CT	MBS	12/11/2018	1.85%	\$ 247,000.00
12/13/2018	CBC Fed CR UN Oxnard CA	MBS	12/13/2018	1.70%	\$ 247,752.00
12/14/2018	Champlain Natl Bk	MBS	12/14/2018	1.85%	\$ 247,000.00
12/14/2018	Fed Home Ln Bks Note	MBS	12/14/2018	1.75%	\$ 999,500.00
12/17/2018	Bank of China New York City NY	MBS	12/17/2018	1.75%	\$ 248,000.00
12/20/2018	First Internet Bk Fishers IND	MBS	12/20/2018	2.00%	\$ 249,000.00
12/26/2018	MN Trust Term Series	MNT	12/26/2018	2.23%	\$ 5,000,000.00
12/27/2018	ZBNA Instl CTF	MBS	12/27/2018	2.05%	\$ 247,000.00
12/28/2018	Enerbank USA Salt Lake City UT	MBS	12/28/2018	2.05%	\$ 247,000.00
12/28/2018	First Intl Bk & TR Watford City ND	MBS	12/28/2018	1.40%	\$ 239,712.00

Total Maturities \$ 8,171,756.00

Other items:

Add:	Money Market Funds Interest	\$ 125.02
	Beginning Value Adjustment	
	Other Interest/Cash Balance on Account (Reverse)	

Deduct:	Transaction Fees/Other	
	Market Value Adjustment-Adjust for Cost Basis	
	Other Interest/Cash Balance on Account (Reverse)	

Total Other \$ 125.02

Ending Investment Balance (December 31, 2018) \$ 12,696,145.98

Note: Ending Investment Balance as of December 31, 2017 was \$9,354,629.13

Duluth Public Schools-ISD 709
Average Pupil Units (APU) / Pupil Units (PU) Projection Report - FY 2019
February 2019

Grade Levels	Feb Enrollment	Progression to PU	Projected PU	PUW	Projected APU	MFR EOY APU 1718
KG	582.50	0.992169554	577.94	1.00	577.94	607.06
HK	74.00	1.023174776	75.71	1.00	75.71	74.02
Gr 1-3	1847.00	0.991064134	1830.50	1.00	1830.50	1844.36
Gr 4-6	1853.59	0.981522425	1819.34	1.00	1819.34	1789.58
Gr 7-8	1186.00	0.96327086	1142.44	1.20	1370.93	1399.07
Gr 9-12	2734.83	0.944072381	2581.88	1.20	3098.25	3114.90
Sub-Total	8277.92		8027.81		8772.67	8828.99
Other APU Generators						
Early Childhood	Feb Enrollment	Progression to PU	Projected PU	PUW	Projected APU	MFR EOY APU 1718
Early Childhood	238	0.396126698	94.28	1.00	94.28	100.33
Early Childhood Details	Final Count	Feb 1 Count	Final PU			
14-15	371	231	93.34			
15-16	367	241	86.97			
16-17	384	219	95.08			
17-18	422	252	100.32			
18-19*		238	94.28			
Resident Tuition**						
Resident Tuition Details	Total APU				33.07	
15-16	35.28					
16-17	30.01					
17-18	33.91					
18-19*	33.07					
ALC**						
ALC Details	Total APU				254.93	
15-16	260.40					
16-17	238.06					
17-18	266.33					
18-19*	254.93					
Projected Total APU					8866.95	8929.32
Budgeted APU					8884.00	
Net					-17.05	

* Projected

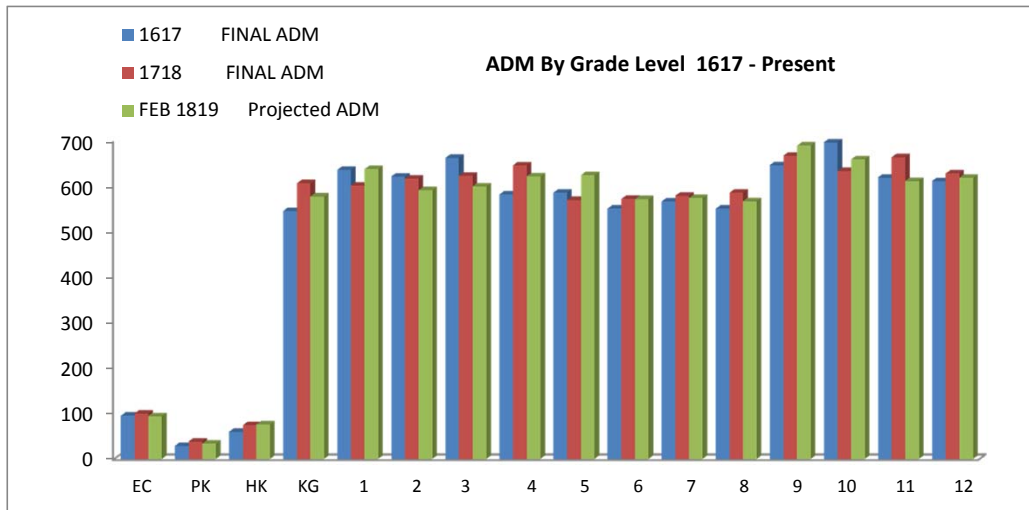
** Included in Grade level projections

PU: Pupil Unit
 APU: Average Pupil Unit
 PUW: Pupil Unit Weight
 EOY: End of Year
 MFR:MN Funding Reports

**Duluth Public Schools Projected Average Daily Membership (ADM) Report
February 2019**

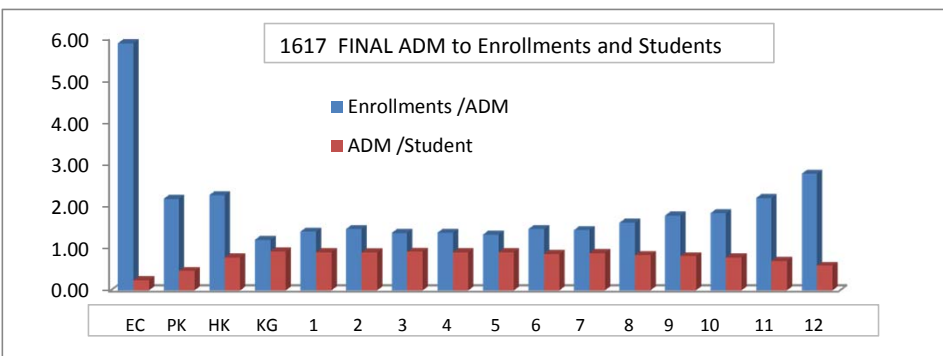
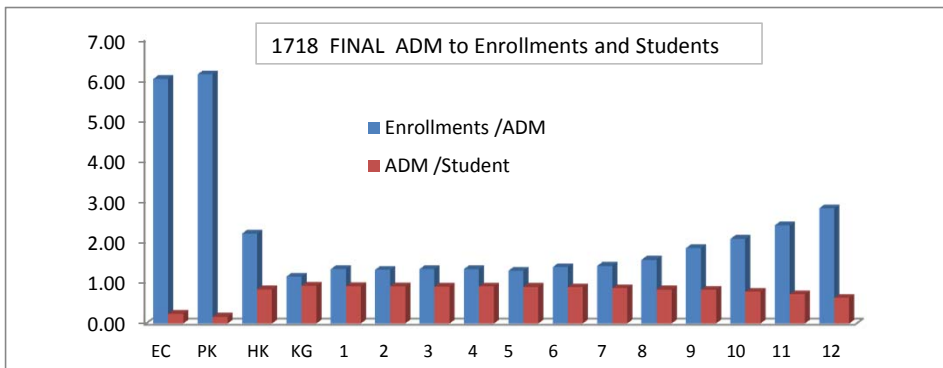
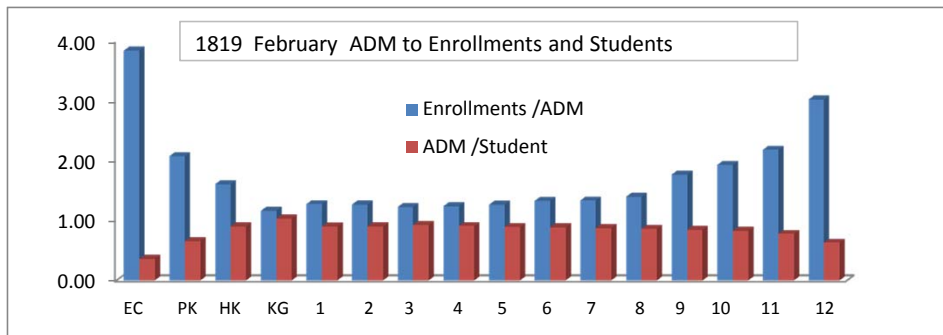
Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	363	261	238	94.28	97.00	3.85	0.36
PK	70	51	56	33.60	48.10	2.08	0.66
HK	121	83	74	75.71	67.00	1.60	0.91
KG	675	559	582.5	577.94	568.00	1.17	1.03
1	815	706	644	638.25	660.00	1.28	0.90
2	752	652	597	591.67	581.00	1.27	0.91
3	738	645	606	600.58	610.00	1.23	0.93
4	774	683	634	622.29	599.00	1.24	0.91
5	794	698	636.69	624.93	631.00	1.27	0.90
6	764	643	582.9	572.13	547.00	1.34	0.89
7	770	655	596.4	574.49	593.00	1.34	0.88
8	796	657	589.6	567.94	613.00	1.40	0.86
9	1231	817	731.03	690.15	681.00	1.78	0.84
10	1285	800	699.1	660.00	655.00	1.95	0.83
11	1349	790	648.7	612.42	590.00	2.20	0.78
12	1889	983	656	619.31	638.00	3.05	0.63
Total:	13186	9683	8571.92	8155.68	8178.1	1.44	0.90

GRADE	1617 FINAL ADM	1718 FINAL ADM	FEB 1819 Projected ADM
EC	95.09	100.31	94.28
PK	28.85	38.4	33.60
HK	59.83	74.02	75.71
KG	546.04	607.06	577.94
1	636.59	602.43	638.25
2	622.13	617.88	591.67
3	662.99	624.05	600.58
4	582.37	646.85	622.29
5	586.63	570.25	624.93
6	551.39	572.48	572.13
7	567.26	579.71	574.49
8	551.08	586.18	567.94
9	647.17	668.14	690.15
10	697.38	634.02	660.00
11	619.99	664.72	612.42
12	612.03	628.87	619.31
Total:	8066.82	8215.37	8155.68



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
February 2019**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	363	261	238	94.28	97.00	3.85	0.36
PK	70	51	56	33.60	48.10	2.08	0.66
HK	121	83	74	75.71	67.00	1.61	0.90
KG	675	559	582.5	577.94	568.00	1.17	1.04
1	815	706	644	638.25	660.00	1.28	0.90
2	752	652	597	591.67	581.00	1.27	0.91
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8	796	657	589.6	567.94	613.00	1.40	0.86
9	1231	817	731.03	690.15	681.00	1.77	0.85
10	1285	800	699.1	660.00	655.00	1.94	0.83
11	1349	790	648.7	612.42	590.00	2.19	0.78
12	1889	983	656	619.31	638.00	3.03	0.63
Total:	13186	9683	8571.92	8155.68	8178.1	1.44	0.90



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www.usac.org/sl

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E-Rate Management Professionals Association
www.e-mpa.org

FCC
www.fcc.gov



Funding Commitments

The Schools & Libraries Division (SLD) usually begins issuing funding commitments in May prior to the start of the funding year. Commitments are issued weekly in “funding waves.”

Eligible Services List

The Eligible Services List (ESL) for each funding year provides guidance on the eligibility of products and services under the Schools and Libraries Program.

<http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>

E-rate Definitions

- BEAR-Billed Entity Applicant Reimbursement Form (Form 472)** - Used to request reimbursement for funded services which the school or library paid for in full.
- BEN-Billed Entity Number** - Unique number assigned by SLD to the school or library.
- Category One (C1)** - Services needed to support broadband connectivity to schools and libraries. Although phased out by July 1, 2019, C1 also includes voice and VoIP services and circuits that carry voice.
- Category Two (C2)** - Internal connections equipment or services necessary to bring broadband into, and provide it throughout, schools and libraries. Includes managed services and maintenance of eligible equipment.
- CIPA** - Children’s Internet Protection Act
- COMAD - Commitment Adjustment** - Procedure to request repayment of funds.
- EPC** - Online portal for all things E-rate. USAC’s E-rate Productivity Center.
- ESL - Eligible Services List** - List of products and services eligible for E-rate discount.
- FCDL-Funding Commitment Decision Letter** - Notification of the funding decisions including funding amounts for all of the services included on the applicant’s Form 471.
- RFCDL—Revised Funding Commitment Decision Letter**—Notification of funding changes
- FRN-Funding Request Number** - Unique number assigned by SLD for each request for funding on Form 471.
- PIA-Program Integrity Assurance** - USAC team responsible for reviewing E-Rate applications prior to funding.
- PQA -Payment Quality Assurance** - Audits E-Rate Payments during the current year.
- RAL-Receipt Acknowledgement Letter** - Lists services included on applicant’s Form 471.
- SPI- Service Provider Invoice (Form 474)**. Service Providers submit Form 474 to invoice USAC for discounts.
- SPIN-Service Provider Identification Number**. Unique number assigned by SLD to a service provider.
- SSR-Service Substitution Request**. Is a request to change the products or services specified in the 471.
- Form 470** - First form filed with USAC. Lists services for which an applicant would like to receive proposals .
- Form 471** - Second form filed with USAC. Lists services for which an applicant would like to receive discounts.
- Form 472** - Billed Entity Applicant Reimbursement (BEAR) form.
- Form 474** - Service provider invoice (SPI) form.
- Form 498** - Applicants and Service Providers use this form to provide banking information for electronic payments.
- Form 486** - Third form filed with USAC. Notifies USAC that services have started.
- Form 498** - Banking account information needed so that BEAR Reimbursements can be filed electronically via EFT
- Form 500** - Report changes in amounts, service start date, contract expiration date, cancellations, entity closings.

Kellogg & Sovereign® Consulting - E-rate Primer® May, 2018

FCC E-Rate Modernization Order

The FCC adopted the *E-Rate Modernization Order* and *2nd R&O on Reconsideration* in 2014 to upgrade and modernize the E-Rate program. See www.kelloggllc.com/news.aspx for further details on the various changes including the following highlights:

- Funding cap of the program increased to \$3.9 billion, adjusted for inflation each year.
- The Discount Rate will be calculated at the District Level
- Income Surveys may no longer be prorated
- Rural & Urban status will be determined based on Census Bureau definitions
- Category One “C1” (Broadband Connectivity) replaces Priority 1 (Telecommunications & Internet Access)
- Voice and VoIP Services will be phased out by 20% discount rate reduction each year. Includes circuits dedicated to voice. No support for voice services beginning July 1, 2019.
- Category Two “C2” (Internal Broadband Connections, Maintenance and Managed Broadband Services) replaces Priority 2 (Internal Connections & Maintenance) .
- C2 allotment is BY SITE over five year funding cycle. Increased by inflation adjustment each year. Schools—\$150/student; Libraries—\$2.30/sq.ft. Some urban libraries-\$5.00/sq. ft.
- C2 funding = eligible amount x discount rate (capped at 85%)
- Allow self-construction of WAN connections if most cost effective option beginning in FY2016
- Technology Plans—No longer required by E-Rate
- Document Retention increased to 10 years from last date to receive service (previously 5 years)
- Invoicing—Beginning in FY2016, BEAR payments to be paid directly to the applicant (EFT only)
- Multi-Year Contracts—Ease of administrative burden, expedited application & review up to five years
- Steps taken to increase cost effectiveness, allow for pricing transparency and increased compliance



PURPOSE

Since 1998, the E-rate program has been providing discounts to assist schools and libraries in the United States to obtain affordable access to telecommunications and information services.

ADMINISTRATION

The E-rate program is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), a not-for-profit corporation overseen by the Federal Communications Commission (FCC).

FUNDING YEARS

- FY 2020: 7/1/2020-6/30/2021
- FY 2019: 7/1/2019-6/30/2020*
- FY 2018: 7/1/2018-6/30/2019
- FY 2017: 7/1/2017-6/30/2018

*Applications for FY 2019 will be due March, 2019



1101 Stadium Drive
Ada, Oklahoma 74820
p. 580-332-1444
www.kelloggllc.com

Certified
E-rate Management Professionals (E-mpa®)



E-Rate Primer[®]

May 2018

Inside

- What is E-rate? **P.1**
- How the Program Works **P.2**
- Special Rules **P.3**
- Definitions **P.4**
- E-rate Modernization **P.4**



E-rate: Universal Service for Schools & Libraries

“E-rate” is a nickname. The official name of the program is the Universal Service Program Schools and Libraries Program. E-rate is one of four programs supported by the Universal Services Fund (USF). The total provided to schools and libraries is \$3.9 billion per year plus an index for inflation.

The first category of supported services, Category One, includes the services needed to support broadband connectivity to schools and libraries. The second category of supported services, Category Two, includes the services and internal connections needed for broadband connectivity within schools and libraries.

E-rate is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), a not-for-profit corporation overseen by the Federal Communications Commission (FCC).

E-rate is a discount, not a grant. The program provides discounts of 20% to 90% on the cost of broadband services, and up to 85% for internal connections for broadband, broadband management services, and basic maintenance of broadband internal connections. The E-rate program

does not cover the cost of end-user equipment such as computers and telephone handsets, instructional software, teacher training, or the salaries of school or library technology staff.

Funding is committed in a two-step application process. The first form filed is the Form 470 which describes the services requested and starts a minimum 28-day competitive bidding period. The second form filed is the Form 471 which describes the services ordered and the specific amount of discounts requested.

Eligible schools must meet the federal definition of an elementary or secondary school and includes all K-12 public schools and all K-12 non-profit private schools with endowments not exceeding \$50 million.

Eligible libraries must meet state LSTA requirements and includes all public libraries and many private, not-for-profit libraries accessible to the public.

Discounts are determined by economic need and rural or urban classification. The discount rate for libraries is based on the income level of schools in their service area.

E-RATE DISCOUNT MATRIX

INCOME Measured by % of students eligible for the National School Lunch Program	CATEGORY ONE		CATEGORY TWO	
	URBAN Discount	RURAL Discount	URBAN Discount	RURAL Discount
Less than 1%	20%	25%	20%	25%
1% to 19%	40%	50%	40%	50%
20% to 24%	50%	60%	50%	60%
35% to 49%	60%	70%	60%	70%
50% to 74%	80%	80%	80%	80%
75% to 100%	90%	90%	85%	85%

ELIGIBLE SERVICES

Category 1

Services needed to support broadband connectivity to schools and libraries.

Examples:

Internet Access, DSL, ATM, Fiber, Ethernet, Cable Modem, T-1, Wireless services (microwave)

No Longer Eligible:

Web hosting, voice mail, email, paging, data plans, text messaging, telephone components

Phasing out Voice:

2019-20 reduction is 100% thus the voice service phase out is complete.

Category 2

Discounts for the internal connections equipment or services necessary to bring broadband into, and provide it throughout, schools and libraries.

Connections are limited to:

- ◆ broadband connections used for educational purposes on a school campus or library branch
- ◆ basic maintenance of these connections
- ◆ services that manage and operate owned or leased broadband internal connections

Examples:

Wireless access points, cabling, caching, firewalls, switches, routers, UPS, racks supporting eligible components, and WLAN controllers

How does the program work?

FCC Form 470 and optional RFP—Competitive Bidding Period:

Filing of FCC Form 470 starts the mandatory 28-day period for accepting proposals based on the applicant's (school/library) request for proposal (RFP).

FCC Form 471: "Services Ordered and Certification" form.

The FCC sets the Form 471 filing window closing date which is usually in March prior to the funding year for discounts beginning in July. The Form 471 is the application for funding. Forms 471 received after the filing deadline are designated as "Out of Window."

Funding Commitment Decision Letter (FCDL): USAC issues the FCDL to announce its decisions on funding requests.

FCC Form 486: "Receipt of Service Confirmation Form." Notifies USAC that services have started and certifies that the applicant is in compliance with the Children's Internet Protection Act (CIPA). Consortia certify receipt of Forms 479 (certification of compliance with CIPA) from their members.

FCC Forms 472 and 473:

After services are received, USAC is invoiced for the discounted funds by either the applicant (Form 472) or by the service provider (Form 473) who files on behalf of the applicant.



FCC Form 498: Both applicants and service providers must complete FCC Form 498 to register their organizations with USAC. Since all payments are made by EFT, participants must provide secure banking information.

E-Rate Assistance

Kellogg & Sovereign® Consulting's team of trusted and experienced E-Rate professionals are available to assist your school or library with every step of the process. From initial planning and the competitive bidding process to funding approval and receipt of E-rate funding.

KSLLC works with you to ensure the schools and libraries you represent receive every last dollar.

Thank you in advance for your trust in our firm. We will take excellent care of your E-rate filing needs.

P. 580.332.1444
E. info@kelloggllc.com
www.kelloggllc.com

Requirements for Participation in E-Rate

1. Register with the FCC:

Each entity must have a FCC registration number: www.fcc.gov

2. Comply with the Children's Internet Protection Act (CIPA):

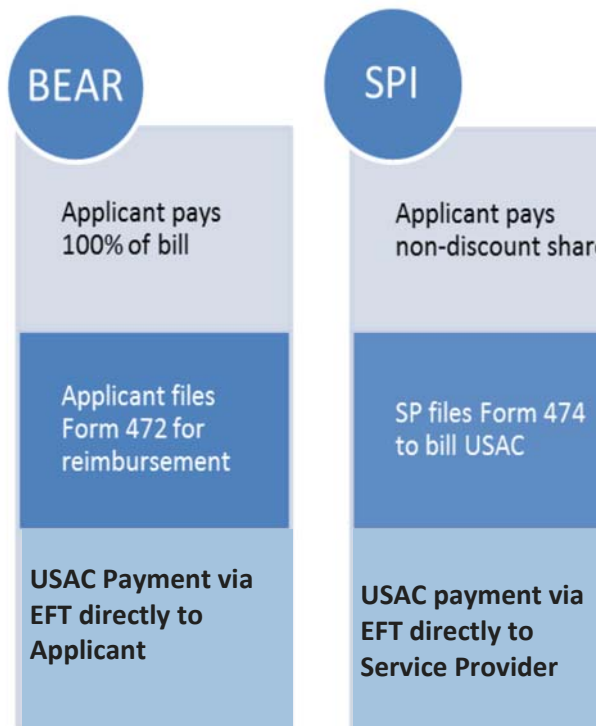
Applicants must have a technology protection measure and Internet policy that addresses specific issues regarding minors. The applicant MUST discuss CIPA at a public hearing or board meeting. They also must conduct programs that educate minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and, cyber bullying awareness and response. www.kelloggllc.com/cipa.aspx



3. Secure resources to support the use of the services and equipment provided by E-rate funding:

Applicants are responsible for providing additional resources, such as end-user equipment, hardware and software, professional development, electrical capacity, and the other elements necessary to realize the objectives of E-rate supported connectivity.

How Discounts are Collected



The applicant (school or library) can choose to either have their service provider apply discounts to bills (Service Provider Invoice "SPI" method) or the applicant can pay their bill in full then apply for reimbursement (Billed Entity Applicant Reimbursement "BEAR" method).

SPI method: the service provider will apply credits to the applicant's bill and invoice USAC for the E-rate portion.

BEAR method: Payments are remitted by USAC via electronic funds transfer directly to the applicant.

FCC Form 498 must be completed and certified online by the applicant (one time set up) to provide USAC with banking information.

Special Rules

TRANSFERABILITY. E-rate equipment must be used at the particular location, for the specified purpose for a period of three years. Equipment may be transferred after 3 years (exception if school or library is closed) and disposed of or sold after 5 years.

ASSET REGISTER. Recipients of E-rate funding for Internal connections MUST maintain asset and inventory records of equipment purchased with E-rate discounts sufficient to verify the actual location of the equipment for a period of ten years after purchase.

TEN YEAR RECORD RETENTION REQUIREMENT. Both applicants and service providers must retain records related to E-rate for a period of ten years from the last date of service delivered for a particular funding year.

CATEGORY 2 BUDGET. Each school or library entity may receive C2 funding each year up to their budgeted amount less funds spent in the prior 4 years. Schools receive \$150/student adjusted for inflation each year.

MANAGED INTERNAL BROADBAND SERVICES (MIBS) provided by a third party for the operation, management and/or monitoring of eligible broadband internal connections components are eligible as a Category 2 service.

MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services
From: Tony Kelekovich, ^{TK}Supervisor of Purchasing
Subject: Bid-1270 Network Elementary Infrastructure Specifications
Date: January 31, 2019

Bids for network infrastructure equipment were advertised in the Duluth News Tribune and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CDW GOVERNMENT LLC	\$ 429,705.80
GRAYBAR	\$ 278,366.02

The Technology Department (Bart Smith, Trisha Crace) and the Purchasing Department (Tony Kelekovich) analyzed the bids.

The bid specifications call for Cisco switches or approved equal. Graybar provided substitute products from Ruckus. These products were tested and did not meet specifications.

Bart Smith, Manager of Technology, recommends accepting the low bid meeting specification as submitted by CDW Government LLC in the amount of \$ 429,705.80 .

Fund: 1-108-012-311-000-1555.00

Program: Technology

Fund Custodian: Bart Smith/Technology

VENDOR LIST/TABULATION**BID-1270****NETWORK ELEMENTARY INFRASTRUCTURE SPECIFICATIONS**

CDW GOVERNMENT LLC VERNON HILLS IL	\$ 429,705.80
GRAYBAR BROOKLYN PARK MN	\$ 278,366.02

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

25

MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services
From: Tony Kelekovich, ^{TK} Supervisor of Purchasing
Subject: Bid-1271 Network Secondary Wireless Infrastructure Specifications
Date: January 29, 2019

Bids for network infrastructure equipment were advertised in the Duluth News Tribune and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

One (1) vendor responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CDW GOVERNMENT LLC	\$ 45,715.60

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

Bart Smith, Manager of Technology, recommends accepting the low bid meeting specification as submitted by CDW Government LLC in the amount of \$ 45,715.60.

Fund: 1-108-012-311-000-1555.00

Program: Technology

Fund Custodian: Bart Smith/Technology

VENDOR LIST/TABULATION

BID-1271

NETWORK SECONDARY WIRELESS INFRASTRUCTURE SPECIFICATIONS

CDW GOVERNMENT LLC
VERNON HILLS IL

\$ 45,715.60

307 CONFLICTS OF INTEREST AND FIDUCIARY DUTY

I. PURPOSE

The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals the Board of Directors adopts policies related to conflicts of interest and fiduciary duty for all officials and employees whether elected or appointed, paid or unpaid.

The purpose of this policy is to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interest of the Duluth Public Schools and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the Duluth Public Schools.

II. GENERAL STATEMENT OF POLICY

- A. This policy establishes minimum standards of conduct for public officials, employees, **contractors, council and advisory council members, site-based council members**, and other district personnel. Failure to meet these standards shall subject the actor to disciplinary action.
- B. **The employee manual will contain information on this policy. New employees will receive information on this policy during the onboarding process.**
- C. **The contract template used by the Duluth Public Schools will require all contractors to go to the District's website and review this policy.**
- D. Responsibilities of Public Office

Public officials and employees are agents of public purpose and hold office for the benefit of the public. Their conduct in both their official and private affairs should be above reproach. They must avoid misconduct and are bound to:

1. uphold the Constitution of the United States and the Constitution of this State;
2. carry out impartially the laws of the nation, state, and school district; and

3. discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern.

E. Dedicated Service and Fiduciary Duty

1. Appointed officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.
2. Public officials and employees and other district personnel may not exceed their authority or break the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.
3. Public officials and employees and other district personnel shall not disclose any confidential or private, nonpublic, educational or employee data during their term of appointment, election or employment and shall likewise refrain from disclosing any private educational or employee data after their term of election or appointment, or employment has ended unless permitted by law.
4. Public officials, employees and other district personnel shall not disclose or use any confidential, private, nonpublic, privileged or proprietary information gained by reason of their employment, election or appointment by or to the District other than in the course of their duties. Such a prohibition shall continue after the term of their election, appointment or employment ends.
5. Public officials and employees shall manage the assets both real and personal of the district with highest integrity, and exercise any discretionary powers they may have for the benefit of the District with the care a reasonably prudent person would do.

F. Fair and Equal Treatment

1. No public official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.
2. Schools, programs and departments may enter into partnerships with corporate or business citizens to promote civic engagement, sponsorship of district activities or support of academic programs. Such partnerships shall not imply preference or endorsement of or for the services or products of those corporate or business partners. Any such partnerships are subject to the terms of this policy.

G. Conflicts of Interest

1. No public official or employee shall engage in any business or transaction or shall have a financial or personal interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.
2. "Personal interest" may be defined as an interest arising from:
 - a) blood or marriage relationships;
 - b) domestic partnerships;
 - c) status of dependent of the person;
 - d) membership in the same household;
 - e) close business or political associates.
3. Conflicts of interest include but are not limited to:
 - a) Use of confidential information, obtained as a result of public position, for personal gain.
 - b) Any use of official position for personal gain.
 - c) Holding (possession) investments which interfere, or tend to interfere, with the proper discharge of public duty.
 - d) Representation by public officials or employees of private interests before the Duluth Board of Education or departments and participation in the profits from such representation.
 - e) Participation in transactions as a public representative with a business entity in which the public official or employee has a direct or indirect financial or other personal interest.
 - f) Personal interest in legislation to the extent that private interest takes precedence over public interest and public duty.
 - g) Entry by the district into contracts or other conduct of business for profit with a business in which a public official or employee has substantial or controlling interest, when the public official or employee can influence such contract or business because of his or her public position.

H. Use of Position for Influence

1. Recommendations

- a) School personnel shall not make recommendations for a provider of professional services. School personnel may be asked by parents to recommend providers; this is particularly true of health care staff, who may be asked to recommend a physician, a dentist, or an optometrist. School personnel shall not make such recommendations.
- b) Employees may prepare and distribute lists of professional organizations or providers of professional services available in the region for the purposes of informing parents, but shall make no evaluation of the services or organizations, and shall not indicate a preference for any of them.
- c) Persons making requests for referrals to providers should be directed to the proper professional association for advice.

2. Politics

The District recognizes and encourages the rights of its employees, as citizens, to engage in political activity, with the following restrictions:

- a) No employee of the school district shall solicit support of any political candidate, partisan or non-partisan, during regular work hours or on school property.
- b) No employee of the school district shall solicit support of any referendum issue not directly related to public education, during regular work hours, or on school property.
- c) No employee may use the name of the district, or any school, department or program to support any political candidate, ballot proposition or referendum.
- d) No resources of the district may be used to support any political candidate, partisan or non-partisan, or any ballot proposition or referendum not directly related to public education.

III. APPLICABILITY

- A. This policy applies to all Duluth Public Schools
 - 1. officials,
 - 2. employees,
 - 3. contractors on district premises,
 - 4. council and advisory council members, and
 - 5. site-based council members.
- B. This policy applies to all persons, whether
 - 1. elected, appointed, employed, or supplying goods or services to the district under contract,
 - 2. paid or unpaid,
 - 3. engaged in any activity on behalf of the Duluth School District including activities at every school, department or program of the District.
- C. When a public official or employee has doubt as to the applicability of a provision of this policy to a particular situation, he or she should submit the question to the Human Resources Office for review and determination of applicability. Questions may be made anonymously, in which case the Human Resources Department shall make such answer available to the appropriate persons subject to this policy. The Human Resources Department may make any question and response or guidance public.

IV. REPORTING SUSPECTED VIOLATIONS

- A. All employees, contractors, public officials or council members have a duty and obligation to report what they believe to be a violation of this policy **as soon as possible**.
- B. The report must be made to their supervisor or manager of the department or building concerned.
- C. In those instances in which the immediate supervisor is involved in the alleged violation, the report should be made to the person at the next highest supervisory level.

- D. In those instances which the complainant feels uncomfortable reporting the suspected violation to any of the aforementioned persons, that person may make a direct report to Human Resources.
- E. Supervisors, Department Managers, Principals and Site Administrators will forward suspected violations of this policy to Human Resources **as soon as possible**. Any employee may also make a report to Human Resources.
- F. Suspected violations submitted in good faith and in an appropriate manner, whether or not further investigation substantiates the claim, will be free from retaliation in any form. The identity of complainants will be protected, within legal limits, and any public official, employee or other district personnel who retaliate against them will be disciplined.

V. INVESTIGATION AND RESOLUTION OF SUSPECTED VIOLATIONS

- A. The Human Resources Department will promptly investigate alleged violations.
- B. Those accused of suspected violations will be given an opportunity to respond.
- C. When it is determined that a conflict of interest has occurred, ISD 709 will report it to MDE.
- D. The Human Resources Department will prepare a report of the investigation.
- E. If the investigation concerns the actions of an employee the report **will may** be submitted to the **employee's** manager or supervisor. ~~**and Human Resources with a copy to the Superintendent. Release of this information will follow state statutes.**~~
- F. If the investigation concerns the actions of a non-employee or contractor, the report will be submitted to the appropriate supervisor of the person's activities. ~~**with a copy to the Superintendent.**~~
- G. Any discipline of an employee shall follow District policies, contracts and procedures, up to and including termination of employment.
- H. Any discipline of a contractor may include termination of the contract.
- I. Any discipline of an appointee to an advisory board or site council may include termination of the appointment.
- J. **Human Resources will involve the Superintendent as needed or required.**

VI. REFRAINING FROM ABUSE

Any complainant or witness who abuses the enforcement procedure by knowingly submitting false reports, claims, testimony or evidence will be subject to disciplinary action up to and including termination.

VII. RESPONSIBILITY

- A. The Superintendent shall take the necessary steps to assure that all individuals are in compliance.
- B. The Superintendent is authorized to promulgate regulations to implement this policy.

Legal References: Minnesota Rules 3512.5200 (Code of Ethics for School Administrators)
Minnesota Rules 8700.7500 (Code of Ethics for Minnesota Teachers)

Related Policies and Bylaws: 209, 4025 and 8045

New Policy
Replacing: None
First Reading: 01-22-2019
Adopted:

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
Denfeld	Larry & Sharyn Danielson	\$50.00	Softball	
Denfeld	Fred T. Friedman	\$100.00	Softball	
Denfeld	William C. Hoch, Jr. Donor Advised Fund of the St. Paul Foundation	\$1,000.00	Softball	
East	Paul and Vikki Buckley	\$25.00	Choralaires	
East	Bruce and Margaret Bates	\$25.00	Choralaires	
East	Karen and Jonathan Sande	\$200.00	Choralaires	Sacred Heart Benefits concert
East	Gramercy Park Cooperative	\$150.00	Choralaires	
East	North Shore Scenic Railroad	\$150.00	Choralaires	
East	Pier B Resort	\$200.00	Choralaires	
East	Hermantown Community Church	\$150.00	Choralaires	
East	Rotary Club of Duluth Harbortown MN USA, Inc	\$250.00	Choralaires	
East	The Duluth Congregational Church	\$288.00	Choralaires	
East	City of Duluth	\$200.00	Choralaires	
East	Greater Downtown Council	\$50.00	Choralaires	

East	Maurices	\$1,250.00	None	
Headstart	Jane Killough	\$50.00	None	
Laura MacArthur	Asbury United Methodist Church	In Kind	None	Hats, mittens and socks for students
Laura MacArthur	Lula Schlangen	In Kind	None	Winter gear for students
Laura MacArthur	High Tech Kids	\$650.00	Lego Robotics	
Laura MacArthur	David and Kelly Bolgrien	\$50.00	Teachers and students	
Laura MacArthur	Northland Foundation	\$500.00	Lego Robotics team	
Laura MacArthur	Arrowhead Library System	\$250.00	Media - STEM Robot Station kits	Mini-grant for STEM supplies
Laura MacArthur	H&R Block	In Kind	Student use	School supplies
Lincoln Park	Iriving Community Assn	\$2,100.00	Art Club	Art Club Field Trip to Mpls; and hotel cost from a Professional Development trip to Washington DC last summer (2018)
Lincoln Park	Essentia Health	\$500.00	Healthy Kids Activity Acct	
Lowell	Harbor City String Band	In Kind	None	The Harbor City String Band donated two days of their time with our Lowell students demonstrating and teaching their talents of music and folk dance
Lowell	Susette and Scott Taylor	In Kind	None	3 sets of "Goodnight Stories for Rebel Girls" books to our library.
Lowell	Lake Superior Water Color Society	\$300.00	Art Program	For art supplies
Myers-Wilkins	Kellner Williams Classic Realty NW	In Kind	None	Hats and mittens for students

RESOLUTION
Release and Pledge of Collateral

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby releases the \$250,000 par value FHLMC note, CUSIP number XXXXXXHN2, pledged as collateral by Harbor Pointe Credit Union.

BE IT FURTHER RESOLVED, By the School Board, that it accepts the pledge collateral of a \$250,000 par value FHLB note maturing 3/29/2019, CUSIP number XXXXXXN27 in exchange for the released collateral noted above.

**Expenditure Contracts Signed
January 2019**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of January 2019:

Name	Amount (not to exceed)	Contract Source (*how paid for)	Description
Carmen Jones	\$12,000.00	American Indian Education (DR)	Cultural and language performance for Misaabekong Ojibwe Language Immersion Program
Institute for Environmental Assessment	\$22,700.00	Facilities (DR)	District-wide radon testing and analysis
Lyric Opera of the North	\$750.00	Lowell (G)	Performance at the school
Centre Hospitalier Universitaire Sainte-Justine	\$25,000.00	Lincoln Park (G)	Prevention program facilitator training
Capture Video, LLC	\$1,075.00	Public Relations (DU)	Create media
Congdon Creek Preschool	\$1,350.00	Special Services (DU)	Preschool planning as required by IEP
Congdon Creek Preschool	\$1,820.00	Special Services (DU)	Preschool planning as required by IEP
Endion Square Children's Center	\$846.00	Special Services (DU)	Preschool planning as required by IEP
Amy Wolcott	\$2,000.00	Curriculum (DR)	River Quest field experience

*** This contract is paid via monies from:**

DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

DU = Department Unrestricted (General Fund)

G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of January 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Carmen Jones, 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 January 10, 2019 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.** *(insert/attach a list of programs/services to be performed by contractor)*

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$12,000.00 (Twelve Thousand dollars). 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: Edye Howes, 215 North 1st Avenue East, Duluth, MN 55802.

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

* ~~242~~ ^{Apt 6} 242 2nd Ave Proctor MN 55810

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>Carmen Jones</u>			1-11-19
	Contractor Signature	SSN/Tax ID Number	Date
	<u>[Signature]</u>		1-11-19
	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):

01	605	005	320	340	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

Arthur Elso

CFO/Executive Director of Business Services/Superintendent of Schools

1-23-19

Date

Description of Performance for Carmen Jones:

Carmen will provide cultural and language assistance to Misaabekong Ojibwe Language Immersion Program.

Her duties will include reading stories in Ojibwemowin, Ojibwe sounds chart practice, number review, and Ojibwe games instruction for Misaabekong students.

Her rate will be \$75.00 (seventy-five dollars)/day

Memorandum

To: Cathy Erickson
Dave Spooner

From: Jason Barsness

Date: January 3, 2019

Re: Quote #4306– Radon Testing and Analysis – District Wide

Quotes were solicited from five contractors for Radon Testing and Analysis - District Wide. Four quotes were received in response to the School District's request for quotes. Institute for Environmental Assessment, 5525 Emerald Avenue, Mountain Iron, MN submitted the lowest responsible quote with an estimated value of \$22,700.00.

Recommendation:

It is recommended to approve the contract with Institute for Environmental Assessment to complete the work defined in Quote #4306 – Radon Testing and Analysis for a total estimated amount of \$22,700.00 with the option to conduct additional testing, upon district approval, at the following rates: short term testing shall not exceed \$12 per test, continuous monitoring shall not exceed \$200 per test per month, and labor rates shall not exceed \$91 per hour.

Attached please find three (3) copies of the contract between ISD 709 and Institute of Environmental Assessment for Radon Testing and Analysis services. After review, please sign and return to the Facilities Management office for processing.

Attachment

PROPOSAL TABULATION
DISTRICT WIDE
RADON TESTING
QUOTE #4306

Wednesday, January 3, 2019

Vendor	Total Cost	Hourly Rate	Cost for CRM	Cost per Sample
Environmental Troubleshooters 3825 Grand Avenue Duluth, Minnesota 55807 phone: 722-6013 fax: 722-6319	<i>no bid</i>			
Arrowhead Consulting & Testing 5606 Miller Trunk Highway Hermantown, Minnesota 55811 phone: 729-0987 fax: 729-8297	\$43,000.00	\$75.00	\$300/Month	\$20.00
Twin Ports Testing, Inc. 1301 North 3rd Street Superior, Wisconsin 54880 phone: 392-7114 fax: 392-7163	\$47,500.00	\$60.00	\$455.00	\$15.00
Institute for Env. Assessment (IEA) 5525 Emerald Avenue Mountain Iron, MN 55768 phone: 800-233-9513	\$22,700.00	\$91.00	\$200/Month	\$12.00
Field Environmental Consulting 8612 Eagle Creek Parkway Savage, MN 55378-1284 phone: 952-746-5880	\$24,250.00	\$75.00	\$450/3 Months	\$15.00

AGREEMENT

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THIS AGREEMENT, made and entered into this 3rd day of January, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Institute of Environmental Assessment, 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 January 3, 2019 and shall remain in effect until April 6, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in Quote #4306 District-Wide Radon Testing; project base quote time and materials not to exceed \$22,700.00.

Add Alternate #1: If additional testing is required, short term testing shall not exceed \$12 per test, continuous monitoring shall not exceed \$200 per test per month, and labor rates shall not exceed \$91 per hour and must be **authorized in advance by the District.**

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment Form; and
4. Any other documents identified by District.

3. **Background Check.** N/A

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 \$ 22,700.00 for base quote time and material. Add Alternate #1: If additional testing is required, short term testing shall not exceed \$12 per test, continuous monitoring shall not exceed \$200 per test per month, and labor rates shall not exceed \$91 per hour and must be **authorized in advance by the District.** 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: Jason Barsness, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Institute for Environmental Assessment, 5525 Emerald Avenue, Mountain Iron, MN 55768.

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.

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

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

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

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

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

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

LYRIC OPERA OF THE NORTH

49

January 4, 2019

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT LOWELL ELEMENTARY SCHOOL.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *Elixir of Love*, at **Lowell Elementary School in Duluth, in the school gymnasium, on Friday, February 8, 2019 at 9:20 a.m.** This 45 minute opera is designed and written specifically for a K-5th grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

8:00 a.m. arrival and load in to performance space at school.

8:30 a.m. begin rehearsal with student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

9:15 a.m. Audience takes their places.

9:20 Performance and Q&A.

10:20 END of performance, LOON loads out.

10:50 Gym is empty.

1. Music Teacher agrees to prepare a chorus of no more than **16 student singers**, from which you will assign **2 students with speaking roles (Soldier and Justice of the Peace)** to appear in this performance. Speaking roles should come from the singing chorus. Teaching materials were emailed separately. If additional students are participating at singers, they are welcome to sit in risers behind the acting chorus.
2. We request the use of a piano or keyboard for this performance. For our purposes, a "bad" piano is usually better than a mediocre keyboard, but we rely on Music Teachers' discretion!
3. Please see previously sent materials for gym set-up: LOON sets up performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.
4. Prior to performance week: please check to see if gym fans can be turned off. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
5. Payment can be sent to Lyric Opera of the North at the address below. **The cost of the performance is \$750.00.** Payment can be made at any time from now until the day of the performance.

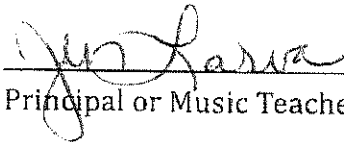
LYRIC OPERA OF THE NORTH

6. If you have a learning CD, this will be collected on the day of the performance.
7. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
8. Please remember that 400 students is a "guideline" for maximum number of students in attendance. We can discuss this further for clarification if needed.

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.


We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.

Sarah Lawrence
General Artistic Director




Principal or Music Teacher

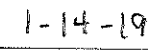
Date



Date



Cathy Erickson, CFO



Date

INTER-INSTITUTIONAL AGREEMENT

This Inter-Institutional Agreement ("**Agreement**") is made and entered into as of the last date of signature ("**Effective Date**") by and between:

CENTRE HOSPITALIER UNIVERSITAIRE SAINTE-JUSTINE, a legal person governed by *An Act Respecting Health Services and Social Services*, RLRQ, c.S-4.2, a law of Quebec, Canada, having its head office at 3175 Côte-Sainte-Catherine Road, Montreal, Quebec H3T 1C5 Canada ("**CHU Sainte-Justine**"), and;

Patricia Conrod, PhD, a researcher having privileges of research at CHU Sainte-Justine, having an office at CHU Sainte-Justine at 33175 Côte-Sainte-Catherine Road, Montreal (QC) H3T 1C5 ("**Dr. Conrod**"), and;

DULUTH PUBLIC SCHOOLS ISD 709, having its principal place of business at 215 N. 1st Avenue East Duluth, MN 55802 ("**Site**"), and;

(CHU Sainte-Justine, Dr. Conrod and Site are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS the Dr. Conrod has developed a preventive intervention program for at-risk adolescents that aims to delay the first drug use by adolescents (the "**PREVENTURE Program**");

WHEREAS Dr. Conrod is coordinating the implementation of the PREVENTURE Program by offering training to various sites;

WHEREAS CHU Sainte-Justine is the coordinating centre of the PREVENTURE Program;

WHEREAS Site has received and will administrate a grant from the Northland Foundation for the payment of the PREVENTURE Program facilitator training and materials for Lincoln Park middle school, Virginia high school, men as peacekeepers and Lutheran Social Services (collectively the "Participating Institutions");

WHEREAS Site wishes to engage the collaboration of Dr. Conrod and CHU Sainte-Justine to train the Participants to become PREVENTURE facilitators;

WHEREAS Site will assume the cost of the Participants (as defined below) training and may choose to assume certain payments of student manuals and annual membership fees on behalf of Participating Institutions;

WHEREAS separate agreements will be signed by each of the Participating Institutions confirming the terms on which the PREVENTURE program may be performed;

NOW THEREFORE, in consideration of the premises and mutual promises and covenants set out in this Agreement, the Parties hereto agree as follows:

1. Responsibilities of the Parties

1.1. Dr. Conrod and/or CHU Sainte-Justine shall:

- a) Perform or assign someone to perform the PREVENTURE Program Facilitator training on or around *January 10th and 11th* 2019 to 12 participants at Saint Louis County Courthouse, 100 N 5th Ave W #101, Duluth, MN 55802;
- b) Provide 12 Facilitator's Guides for the PREVENTURE Program Facilitator training;
- c) Perform or identify the person who will perform the PREVENTURE Program Facilitator Supervised Practice on a mutually acceptable date; and
- d) Provide a certificate to Participants upon completion of the PREVENTURE Program facilitator training which shall constitute a license to perform the PREVENTURE Program subject to ongoing completion of annual training;
- e) Provide annual training to Participants subject to payment by Site or Participants of the annual fees described in section 2.

1.2. The Site shall:

- a) Select 12 professionals from Participating Institutions with school counselling experience to participate in the PREVENTURE Program Facilitator training (the "**Participants**");
- b) Provide Dr. Conrod or the person performing the training with the appropriate facilities for performance of the training;
- c) Pay the fees as indicated in section 2 *Budget and Payments*.
 - a. Site may elect to pay for the annual membership fees and student manuals for Participating Institutions provided:
 - i. Site manages student manual orders of such Participating Institutions. For clarity, such Participating Institutions shall order manuals from Site directly and Site shall take the necessary measures to fulfill such orders
 - ii. Site registers Participants to annual training activities;
 - iii. Site notifies Participating Institutions of their obligation to order student manuals, pay annual membership fees and register to annual training activities by contacting preventure@recherche-ste-justine.ca when Site ceases payment on their behalf.
 - d) Purchase all PREVENTURE manuals from CHU Sainte-Justine. Independent reproduction of such manuals is strictly prohibited;

2. **Budget and Payments (in U.S. Dollars)**

Item/Service	Cost	Total Cost	Payment Date
PREVENTURE Program Facilitator training (two (2) day program)	\$2,400.00 for up to 4 people \$450.00/pp for each additional person	\$6,000.00	Upon signature of this Agreement
PREVENTURE Facilitator's Guides	\$100.00 each	\$1,200.00	Upon signature of this Agreement
Supervised Practice for PREVENTURE Program Facilitator training	\$500.00 (five hundred dollars) per person	To be determined	Upon receipt of invoice
Cost of travel to Site		invoiceable - not to exceed \$5,000.00.	Upon receipt of invoice
Annual partnership and training fees for certified facilitator	300\$ per certified facilitator	\$3,600	April 1 of every year following certification of facilitator *may be paid by Site or by Participants. ** Failure to pay such annual fees shall automatically suspend Site's and Participants' right to perform PREVENTURE program for one (1) year. Such right shall automatically expire after failure to pay licensing fees for two (2) consecutive years. Upon expiration of such right,

			Participants will be required to re-take the PREVENTURE Program training for the right to perform said program.
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For Student Manuals:

Costs of student manuals (in US dollars)			
Number of Manuals	>400	200-399	<200
Price per manual	\$12.00	\$18.00	\$22.00

*Manuals may not be sold individually. They are only sold in packages of 10 per personality type.

**Manuals are non-refundable.

***Manuals must be purchased from CHU Sainte-Justine and may not be purchased from third parties or copied or reproduced in any way.

****The price per manuals is subject to change. The price in effect at the time the order is placed will be applied.

***** To place an order, you may email the PREVENTURE team at preventure@recherche-ste-justine.qc.ca, specifying the quantity of manuals required, the billing address and the shipping address. Please note that you will be responsible for the shipping fees.

Payment information

Site shall make cheques payable to: **CHU Sainte-Justine**

Cheques shall be mailed to: Mrs. Yun Gao

CHU Sainte-Justine, local 1.17.026

3175 chemin de la Côte Sainte-Catherine,
Montreal (QC) H3T 1C5

With mention of Agreement No. E6158

3. Privacy Laws and Protection of Personal Health Information

The Parties shall adhere to and comply with all applicable laws and regulations regarding protection of personal information.

Should Site and/or its employees record its performance of the PREVENTURE Program for the Supervised Practice, Site shall ensure all necessary consents are obtained and all personal information accurately protected.

4. Confidentiality

The Site and its employees and agents (collectively "**Recipient**") shall not disclose to any third party or use for any purpose other than in the fulfillment of their respective obligations in performing the PREVENTURE Program, or as otherwise expressly permitted by this Agreement, any confidential or proprietary data, records, or other information disclosed to Site by or on behalf of CHU Sainte-Justine or Dr. Conrod, or generated in connection with the PREVENTURE Program (hereinafter, collectively "**Information**"), without the prior written consent of CHU Sainte-Justine and Dr. Conrod. Such Information shall be disclosed by Site only to individuals involved in the PREVENTURE Program at the Site on a "need to know" basis.

5. Intellectual Property

5.1 The Site understands and acknowledges that the intellectual property (copyright, trademark, etc.) related to PREVENTURE Program material, including but not limited to manuals, personality tests, screening tools, guides, power point presentation and content, oral or written, of all training sessions ("**PREVENTURE Material**"), belongs to the Dr. Conrod, CHU Sainte-Justine and other employees or entities with which the Dr. Conrod and the CHU Sainte-Justine collaborate, collaborated or are bound by contracts. PREVENTURE Material may not be copied or reproduced in any way.

5.2 The Site agrees to use the PREVENTURE Material provided by the Dr. Conrod and CHU Sainte-Justine restrictively, only for the purposes of PREVENTURE Program performance by Site or on Site's behalf.

5.3 Any and all forms of recording of the PREVENTURE Program training are strictly prohibited.

6. Representations and Warranties

6.1 The Site represents and warrants to CHU Sainte-Justine and the Dr. Conrod that:

- a) Site is not a party to or subject to any agreement, policy, funding arrangement or other constraint of any kind that would preclude them from entering into or fulfilling his obligations under this Agreement;
- b) Site undertakes not to enter into any agreement or funding arrangement that would preclude them from fulfilling his obligations under this Agreement; and
- c) the execution and delivery of this Agreement has been authorized by all corporate or administrative action necessary on the part of the Site, and

this Agreement, when executed, will constitute a valid and binding obligation of the Site.

7. **Liability, Indemnification and Insurance**

7.1 (i) Each Party assumes its/his/her own liability for any damages, losses or costs arising out of suits or claims on account of injuries (including death) or damage to property to the extent that such injuries or damage arise out of its/his/her activities or responsibilities under this Agreement, or the activities of those for whom in law it/he/she is responsible; and

(ii) No Party or its/his/her trustees, directors, officers, employees, and agents (the "**first Party**") shall be liable to any other Party (the "**second Party**") for any damages, losses or costs arising out of suits or claims brought by the second Party or made against the second Party except to the extent caused by negligence or wilful misconduct on the part of the first Party.

(iii) No Party shall be responsible for any lost profits, lost opportunities, or other indirect or consequential damages suffered by another Party.

8. **Termination, Suspension, Expiration**

8.1 This Agreement shall be effective as of the Effective Date and continue in full force and effect, subject to payment of licensing fees as indicated in section 2, until termination in accordance to section 8.2 of this Agreement.

8.2 Each Party to this Agreement reserves the right to terminate this Agreement on thirty (30) days written notice to the other Parties.

8.3 Termination, suspension or expiration of this Agreement shall not affect the survival and continuing validity of sections 2 (Budget and Payments), 3 (Privacy Laws), 4 (Confidentiality), 5 (Intellectual Property), 7 (Liability, Indemnification and Insurance), 8 (Termination) and 10 (General), nor of any other provision which is expressly or by implication intended to continue in force after such termination or expiration. Further, termination shall not relieve the Parties of any obligations which have already accrued. No termination hereunder shall constitute a waiver of any rights or causes of action that any Party may have based upon events occurring prior to the termination date.

9. **Notice**

9.1 All notices to be delivered hereunder may be delivered only by personal delivery or by registered or certified mail, or courier, all postage and other charges prepaid, or by email, to the Parties at the addresses set forth below or at such other address as any Party may hereinafter designate in writing to the others.

To Dr. Conrod:
Patricia Conrod, PhD

CHU Sainte-Justine, Suite A.17.100
 3175 Côte-Sainte-Catherine Road,
 Montreal (Quebec) H3T 1C5
 Tel: (514) 345-4931, ext 4051
 Email: patricia.conrod@umontreal.ca

With a copy to the attention of CHU Sainte-Justine

To CHU Sainte-Justine:
 Sylvie Cossette, CPA, CA
 Associate Director
 CHU Sainte-Justine, Suite 1-17.012
 3175 Côte-Sainte-Catherine Road,
 Montreal (Quebec) H3T 1C5
 Tel: (514) 345-4931 ext. 5777
 Email: ber@recherche-ste-justine.qc.ca

With a copy to the attention of Dr. Conrod

To Site:
Cathy Erickson
 CFO/Executive Director of Business Services catherine.erickson@isd709.org

Jackie Dolentz
 Executive Assistant
Jacqueline.Dolentz@isd709.org

Historic Old Central High School
 215 N. 1st Avenue East, Rm 215
 Duluth, MN 55802

Ph: 218-336-8704
Fax: 218-336-8773

10. General

- 10.1. This Agreement may be amended only by further written agreement signed by each of the Parties or their duly authorized representatives.
- 10.2 Except as set out herein, the Parties may not assign or subcontract any portion or the entirety of this Agreement without the prior written consent of the other Parties. Subject to any limitations otherwise expressed herein, this Agreement shall endure to and be binding upon the Parties hereto and their respective successors, heirs and permitted assigns.
- 10.4 The relationship among the Parties hereto is that of independent contractors and nothing in this Agreement shall be deemed or construed to constitute an agency relationship or a partnership between or among the parties hereto. No Party hereto shall have the authority to act on behalf of any other Party hereto or to bind another Party hereto in any manner.

- 10.5 No Party shall use, or authorize others to use, the name, trademark, trade name, logo, symbol, mark or any adaptation thereof, of any other Party hereto in any publication, news release, promotional material, promotional activity, advertisement, or other public announcement, whether written or oral, or make any form of representation or statement in relation to the PREVENTURE Program that would constitute an express or implied endorsement by such other Party of any product or service of the first Party without the prior written consent of the affected Party, subject, however, to the following:
- (a) Coordinating Centre and Dr. Conrod may, without prior consent, identify Site as an entity that participated in the PREVENTURE Program; and
 - (b) Site may, without prior consent, disclose its participation in the PREVENTURE Program (including the name of the Coordinating Centre, Dr. Conrod, name of the program, and funding amount) as required by law, Court order, or regulation; and may, without prior consent, disclose their participation in the PREVENTURE Program in internal reports and publications and presentations made in accordance with this Agreement.
- 10.6 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties hereby acknowledge that the Courts of Montreal shall have exclusive and preferential jurisdiction to entertain any complaint, demand, claim or cause of action whatsoever arising out of this Agreement.
- 10.7 The Parties declare that they have accepted that this Agreement and all written communications relating thereto be drawn up in English: *Les parties déclarent avoir accepté que la présente entente et que tous les écrits s'y rapportant soient rédigés en anglais.*
- 10.8 The Parties hereto shall not be liable for any failure to perform as required by this Agreement (except payment obligations), to the extent such failure to perform is due to circumstances reasonably beyond any party's control, such as labour disturbances or labour disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease or other such occurrences.
- 10.9 If any provision, right or remedy provided for herein is held to be unenforceable or inoperative by a court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected thereby.
- 10.10 No failure or delay by any Party hereto in exercising any right or remedies under this Agreement shall be construed to operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 10.11 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall together be deemed to constitute one agreement. An executed signature page for this Agreement

delivered in facsimile or PDF form shall be as effective as an original executed signature page.

Remainder of page intentionally left blank.

The signatures are on the following page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below their respective signatures, with effect as of the Effective Date.

FOR THE CENTRE HOSPITALIER UNIVERSITAIRE SAINTE-JUSTINE

Authorized Signature
Name: Dr. Jacques Michaud
Title: Director of research

Date (year / month / day)

Dr. Conrod

Patricia Conrod, PhD

Date (year / month / day)

FOR SITE

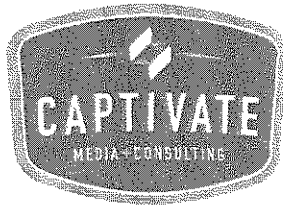
Catherine Erickson

Authorized Signature
Name: *Catherine Erickson*
Title: *CFO*

2019/1/9

Date (year / month / day)

Contract



Schedule of Services

THIS SCHEDULE OF SERVICES ("Schedule") by and between Capture Video LLC, a Minnesota limited liability company d/b/a Captivate Media + Consulting ("**Company**"), and Duluth Public Schools #709, a public school district in Minnesota ("**Client**"), is effective as of the 3rd day of January, 2019 ("**Schedule Effective Date**"). In consideration of the mutual covenants and agreements set forth in this Schedule, and with the intention of being legally bound hereby, Company and Client agree as set forth herein and in the Terms and Conditions attached hereto ("**Terms and Conditions**") which are hereby incorporated herein in their entirety. Terms not otherwise defined herein shall have their respective meanings set forth in the Terms and Conditions.

1. Client Information.

Duluth Public Schools
C/o Katie Kaufman
215 N. 1st Avenue East
Duluth, MN 55802

2. Project Overview. The following sets forth the parties mutual understanding of the scope, goals and desired outcome of the Services:

Company will work collaboratively with Client to create one 30-second and one 15-second video that will be edited through our 3-Tap Editing process. Client will upload digital assets, such as photos and video clips to a cloud-based platform like Google Drive. With instructions from Client, Company will edit the video and add music, graphics and color correction.

Custom graphic creation is included. This may include an animated introduction, lower third graphics and other text-based graphics that support the messages of the video. If additional animated graphics are needed, the cost of this project may increase.

One-round of changes in editing are included within this proposal, as long as the changes are consistent with the agreed-upon key messages and original video scope.

Assuming the Client provides the right mix of photos and videos:

- Company will balance the videos and photos used between the two high schools, so each school is equally represented.
- Company will reflect the diversity of the student body during the editing process of the videos.

The final video will be provided as digital files of your choice (.mov, .wmv, .mp4, etc.). We will also provide a closed caption file so your video is in compliance with new ADA accessibility standards, if there are spoken words that do not have text already inserted as graphics in the video.

Company will need approximately two weeks to complete the project after all of the digital assets are uploaded.

3. Services Fees. Client agree that fees for the Services shall be paid as invoiced by Company in accordance with the Terms

and Conditions, unless otherwise set forth below. The Services fees are as follows:

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Services Fees:

Fees for 3-Tap editing are by charged by the edited minute.

\$450 graphic/project set-up fee (one-time cost)

\$350 per 30-second video

\$275 per 15-second video

It is anticipated the total cost for this project will be \$1,075.

Revisions

The scope set forth in Section 2 above includes Company making one (1) round of revisions to each video, provided the revisions are made within the scope of the approved video script. Client requested revisions beyond such scope will be invoiced at a rate of \$150 per hour.

After the first round of in-scope revisions, additional revisions can be made at Company's then standard hourly rate for such services. If any requested revisions are considered to be changes to the approved script and/or edit decision list, a change order may be required.

Fees for additional services (i.e. Services not set forth in Section 2 above) that are requested by Client and performed by Company shall be invoiced in arrears at the rate of \$150 per hour.

4. Services Term. The term of this Schedule shall commence on the Schedule Effective Date and continue for a period of no more than 90 days.

5. Counterparts. This Schedule may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in the event that any signature is delivered by facsimile transmission, by e-mail delivery of a PDF or similar file, or by other electronic signature, such signature shall create a valid and binding obligation of the signing party with the same force and effect as if such signature were an original thereof.

Capture Video, LLC

Terms and Conditions

THESE TERMS AND CONDITIONS by and between Company and Client is made and entered into effective as of the Effective Date.

WHEREAS, Company and Client desire that Company perform services to and on behalf of Client as an independent contractor, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties further agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions and any applicable Schedule.

1.2 "Client Materials" means all Client photographs, artwork, video, recordings or other Client materials to be used in the

Services and/or Deliverables.

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1.3 "Client" means the individual or entity specified as the "Client" in the applicable Schedule.

1.4 "Company" means Capture Video, LLC, a Minnesota limited liability company, its successors and assigns.

1.5 "Confidential Information" means all nonpublic information disclosed by Client to Company, including, without limitation, Company IP (as defined below), products, services, tools, techniques, processes, strategic information, customer lists, supplier lists, documentation, data, designs, drawings, technical information, information related to Client's business plans and/or customers. Confidential Information shall not include information which was previously lawfully known to Company free of any confidentiality obligation, information which becomes publicly available other than by unauthorized disclosure, information developed by Company independent of Company's access to Confidential Information, or information received by Company from a third party.

1.6 "Deliverables" means any and all work product, video, reports, artwork, graphics, materials and other deliverables created or developed by Company in the performance of the Services.

1.7 "Effective Date" means " means the date of Client's acceptance of this Agreement by signing a Schedule with Company.

1.8 "Schedule" means a Services Schedule signed by an authorized representative of each party and which refers to this Agreement.

1.9 "Services" means the services described in a Schedule.

2. Services and Deliverables; Client Obligations.

2.1 Services and Deliverables. Company shall perform the Services and provide the Deliverables set forth in the applicable Schedule. Any modifications to the Services and/or Deliverables shall be reflected in an amendment to the applicable Schedule, which shall become effective upon signature by an authorized representative of each party.

2.2 Client Obligations. Client shall provide Company with all Client Materials at least seven (7) calendar days prior to Company's intended use of such Client Materials. Client shall cooperate with Company in good faith to meet Company's production schedule and Company shall not be responsible for any delay in Company's performance of the Services or provision of any Deliverable or for any additional cost incurred by Company caused by Client's actions, unavailability, tardiness, failure to respond or appear, or failure to provide Client Materials.

2.3 Completion and Acceptance. Company shall have the right to edit Deliverables at its discretion, including to remove any material considered lewd, offensive or inconsistent with the theme of the production, provided Client shall have the right to approve all final Deliverables. If Client requests any out-of-scope changes to any Services and/or Deliverables (whether in-progress or completed) resulting in any additional cost and/or expenses to Company, Client shall be responsible for such additional costs and/or expenses.

Deliverables will be completed approximately two (2) to four (4) weeks following the final taping session, provided actual time to complete and deliver each Deliverable may vary based on seasonal workload, Client requirements, unforeseen circumstances affecting the editing process or otherwise. Client shall have ten (10) calendar days to reject a Deliverable for failure to meet the Services description in the applicable Schedule. In the event Client does not reject a Deliverable within such time period, the Deliverable shall be deemed accepted by Client.

3. Payment.

3.1 Services Fees and Expenses; Taxes. Client shall pay (a) the fees associated with the Services as set forth in the applicable Schedule, and (b) all expenses incurred by Company in its performance of the Services. Unless otherwise specified in the applicable Schedule, Company shall invoice Client the applicable fees and expenses monthly and invoices are due thirty (30) days from Client's receipt of the invoice. All fees are exclusive of applicable taxes and Client shall be exclusively responsible for payment of any applicable federal, state and local taxes and assessments on Services fees; provided that Client shall not be liable for any taxes based on Company's net income.

3.2 Expenses. Overdue fees and expenses shall bear interest at the lesser of two percent (2%) per month or the maximum rate allowed by applicable law, until paid. In the event that any fees and expenses become more than thirty (30) days overdue, Company may suspend performance of the Services. Company shall have no liability due to such suspension. To the extent not prohibited by law, Client shall be responsible for all charges, fees and expenses (including, but not limited to, reasonable attorney's fees) incurred by Company in enforcing or attempting to enforce Client's payment obligations hereunder, regardless of whether suit is commenced.

3.3 Quoted Fees. All fees set forth in a Schedule are estimates only, based on information received by Company from Client. Subject to Section 2.3, Company will work with Client regarding any Client expectations for Services fees communicated by Client to Company to stay within Client's budget. Company will communicate to Client any material increases in Company's estimated budget (e.g., resulting from additional content or additional shoot days not included in the initial estimate).

4. Term.

The term of this Agreement will commence upon the Effective Date and shall remain in effect until terminated in accordance with the terms of this Agreement (the "Term").

4.1 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause at any time upon at least thirty (30) days prior written notice to the other party. Termination of this Agreement by either party shall terminate any applicable Schedule then in effect.

4.2 Termination for Cause. If this Agreement is duly terminated for cause, all Schedules then in effect shall also be terminated for cause.

4.2.1 Material Breach. Either party may terminate this Agreement for cause if the other party breaches a material term or condition and fails to cure such breach within thirty (30) days of the date that written notice of the breach is provided to the breaching party.

4.2.2 Insolvency. Either party may terminate this Agreement for cause immediately upon written notice, if (a) the other party makes an assignment of all or part of its assets for the benefit of creditors, or becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors (collectively "Petitions"), if such Petitions are not dismissed within sixty (60) days of filing, or (b) the other party fails to inform the terminating party of any Petition in writing within five (5) business days of the filing of such Petition.

4.3 Effect of Termination. Unless otherwise provided, Client shall promptly pay for all Services performed by Company under the applicable Schedule up to and including the effective date of termination of a Schedule. If Client has pre-paid Services on a fixed fee basis, Company shall refund any unearned fees as of the effective date of termination. Notwithstanding the foregoing, any deposit paid by Client shall be non-refundable.

4.4 Cancellation Policy. The following terms apply in the event Client reschedules any Company scheduled event:

4.4.1 No fee is charged by Company to reschedule any Services five (5) business days or more before the scheduled event, unless any third party facility rescheduling fees apply. Revisions to the entire project schedule may or may not result in loss of all or partial deposit(s) paid to-date.

4.4.2 Client shall be responsible for fifty percent (50%) of any daily shooting fee and any third party facility rescheduling fees if an event is changed/ rescheduled by Client forty-eight (48) to ninety-six (96) hours prior to start time of event. ⁶⁵

4.4.3 Client shall be responsible for one hundred percent (100%) of any daily shooting fee and any third party facility rescheduling fees if an event is changed with less than forty-eight (48) hours prior notice before event start-time.

4.4.4 For purposes of this Section 4.4, "event" shall mean the scheduled start time of a video shoot for local coverage, and the scheduled flight departure time for out-of-town coverage. Notwithstanding any amounts due by Client as a result of the rescheduling of an event pursuant to this Section 4.4, Client shall pay the full fee for the applicable rescheduled event.

5. Representations and Warranties. Each party represents and warrants that (a) this Agreement has been validly signed and delivered and constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, subject to the principles of equity, bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, (b) it has all requisite authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, (c) its signature and delivery of this Agreement and its performance and compliance with the terms of this Agreement will not conflict with, result in a breach of, constitute a default under or require the consent of any third party under any license, sublicense, lease, contract, agreement or instrument to which such party is bound or to which such party's properties are subject, and (d) it shall comply with all applicable laws related to such party's obligations under this Agreement. Client represents and warrants that (v) Client is the lawful owner of the Client Materials or, to the extent Client is not the lawful owner, Client has all rights necessary for Client to provide the Client Materials to Company, (x) Client's provision of the Client materials and Company's intended use of the Client Materials will not violate or in any way infringe on any patent, copyright, trade secret, trademark, intellectual property or other rights of a third party, (y) Client has all rights of publicity necessary for Company videotape or otherwise record any Client provided names, persons, voices, photographs, biographies or likenesses as part of the Services and/or Deliverables, and (z) Client has obtained all necessary consents required under Section 7 (Participation Waivers and Consent).

6. Confidentiality. All data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement is governed by the Minnesota Government Data Practices Act, as well as other State and Federal rules and regulations relating to data privacy.

7. Ownership.

7.1 **Deliverables.** Company agrees that all final Deliverables shall each be deemed to be a "work made for hire" under Title 17 of the United States Code, as amended. To the extent any final Deliverable does not qualify as a "work made for hire" under such title, Company hereby irrevocably transfers, assigns and conveys all right, title and interest in and to such final Deliverable to Client, provided Client has paid all fees associated with such Deliverable. If any materials, including without limitation Company Materials, that are not otherwise assigned to Client are incorporated into a Deliverable, Company hereby grants to Client a nonexclusive, perpetual, irrevocable, world-wide, royalty-free license to use that material as incorporated into that Deliverable.

7.2 **Reservation of Rights.** Client acknowledges and agrees that as between Company and Client, Company is and shall remain the exclusive owner of Company's products, software, hardware, video, artwork, graphics, designs, methodologies, business processes, Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein, in each case obtained, owned or developed prior to the Effective Date or independent of the Services (collectively "Company Materials"). To the extent Client now or in the future owns any such rights, Client hereby irrevocably transfers, assigns and conveys all right, title and interest in and to all such rights to Company, without further compensation or action on behalf of Company. Client shall not challenge or assist any third party to challenge Company's ownership of such rights. Except as expressly recited herein, no rights or obligations are to be implied from this Agreement and no license is hereby granted to Client, directly or indirectly, under any patent, trade secret, copyright or other intellectual

property right now held by, which may be obtained by or which are or may be licensable by Company. Company expressly reserves all rights not expressly set forth in this Agreement. Company shall have the right to use, copy, display and perform⁶⁶ all Deliverables, including any Client Materials and other intellectual property, and all intellectual property rights related thereto, for Company's promotional purposes in any form and manner and for use in Company's portfolio.

8. Participant Waiver and Consent. Client shall be solely responsible for obtaining all consents, releases, waivers and assurances (written or otherwise) from all participants provided by Client to Company for inclusion in any production pursuant to this Agreement, including without limitation from the parents or guardians of any participants who are minors, as necessary for Client to comply with the terms of this Agreement. Client acknowledges and agrees that, as between Client and Company, any failure to obtain such consents, releases, liability waivers or assurances shall be the sole responsibility and liability of Client. In addition, and without limiting the terms of the foregoing, Company shall have right in its discretion to have each participant sign a written waiver and release directly between each participant and Company.

9. Indemnification; Disclaimer; Limitation of Liability.

9.1 Indemnification. To the fullest extent permitted by law, the Parties agree to defend and indemnify each other, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the Party, the Party's subcontractor(s), or anyone directly or indirectly employed or hired by the Party, or anyone for whose acts the Party may be liable. The Parties agree this indemnity obligation shall survive the completion or termination of this Agreement.

9.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE SERVICES OR DELIVERABLES.

9.3 Limitation of Liability. EXCEPT WITH RESPECT TO COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, GOVERNORS, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (A) BE LIABLE UNDER ANY LEGAL THEORY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, THE SERVICES OR DELIVERABLES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTEREST OR INTERRUPTION OF BUSINESS, WHETHER BASED UPON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (B) BE LIABLE FOR ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT, NOT TO EXCEED THE FEES PAID BY CLIENT TO COMPANY UNDER THE AFFECTED SCHEDULE. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT. Any Client claims arising in connection with this Agreement, the Services or Deliverables must be brought within one (1) year of the date of the event giving rise to such action occurred.

9.4 Acknowledgement. CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES AND DELIVERABLES WOULD NOT BE PROVIDED TO CLIENT ABSENT SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY.

10. Relationship. Nothing contained herein shall be construed to establish an employer-employee, partnership, joint venture, franchisor-franchisee, parent-subsidary or other relationship, except for that of independent contractors. Client shall identify and request the Services to be performed, but Company shall determine the legal means by which all of the Services are to be accomplished. Neither party shall make any such representations to a third party or incur liability on behalf of the other party except as specifically agreed in connection with the performance of their duties hereunder.

11. General.

11.1 Notices. Except as otherwise expressly permitted, notices under this Agreement shall be in writing and shall be deemed provided (a) when delivered personally, (b) on the date sent by e-mail (provided that receipt is confirmed), (c) three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested to the notice address contained herein, or (d) upon written confirmation of delivery by recognized international carrier sent by overnight service, to the respective party as follows:

Company:

Capture Video LLC
Attn: Jake Sturgis
755 Florida Ave. S., Ste D1
Golden Valley, MN 55426
Email: jake@capturevideo.com

Client:

As set forth in Section 1 of the applicable Schedule.

Any party may change its contact information upon written notice to the other party containing the modified contact information.

11.2 Governing Law. This Agreement shall be governed by, construed and enforced according to the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to this Agreement shall be brought only in the state and federal courts of Hennepin County, Minnesota, and all parties expressly consent to such court's jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on forum non conveniens.

11.3 Survival. Sections 2.2 (last sentence), 2.3 (second sentence), 3, 4.3, 4.4 and 6 through 11 shall survive the termination of this Agreement.

11.4 Headings. Section and subsection headings are not to be considered part of this Agreement. They are included solely for convenience and not intended to be full or accurate descriptions of the content hereof.

11.5 Successors and Assigns. Client may not assign this Agreement, or any of Client's rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing shall be null and void. Company may assign this Agreement, or any of its rights or obligations hereunder, to an affiliate or in the event of a transfer of all or substantially all of Company's assets or Company's restructuring, upon notice to Client. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

11.6 Parties in Interest. Nothing in this Agreement is intended to confer upon any person other than the parties hereto and any third party beneficiaries identified herein, and their respective heirs, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

11.7 Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, except for payment obligations, including, but are not limited to, acts of God, strikes, public internet and private internet connection failures, lockouts, riots, acts of war, acts of terror, epidemics, government regulations superimposed after the Effective Date, fire, communication line failures, power failures, earthquakes and other disasters. In such an event, the delayed party shall give written notice to the other party and shall take actions reasonably

possible to resume performance.

11.8 Counsel. Each of the parties hereto have been represented by independent legal counsel or afforded the opportunity of representation by independent legal counsel. Therefore, no provision of this Agreement, including any amendment or addendum hereto, shall be construed against the party who drafted this Agreement.

11.9 Further Assurances. Client agrees to execute and deliver such other documents, instruments and agreements and to take such further action as is reasonably requested by Company to consummate or to evidence the consummation of the transactions contemplated herein.

11.10 Severability. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same intent and/or economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

11.11 Entire Agreement and Amendment. This Agreement together with the applicable Schedule constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof. This Agreement may not be modified, altered or amended except in a writing that is duly signed by the parties hereto. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in the applicable Schedule, the terms and conditions of this Agreement will control, unless the parties have expressly provided in such Schedule that a specific provision in this Agreement is amended, in which case this Agreement will be so amended, but only with respect to such Schedule. Any other terms and conditions supplied by or through Client (e.g., terms contained on a purchase order) or otherwise shall be of no force or effect and are superseded by this Agreement.

11.12 Waivers. No waiver of any provision of this Agreement nor consent to any departure herefrom shall in any event be effective unless the same shall be in writing and signed by the waiving party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

IN WITNESS WHEREOF, each party has through its authorized representative duly signed this Schedule to be effective as of the Schedule Effective Date.

KATIE RAUPWALD

Catherine Erickson

✓ Signed Jan 15th, 2019

KATE STURGIS

Jake Sturgis

✓ Signed Jan 3rd, 2019



Special Services Department
 Independent School District #709
 215 N 1st Ave E
 Duluth MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services: Preschool programming for 2 hours (120 minutes) every T & Th, 2 days per week, and up to 65 days.
 2. The AGENCY shall perform these services at: **2310 E 4th St, Duluth.**
 3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 30, 2019**; the contract not to exceed a total of **65 Days** (2 Days per Week) and a total cost up to **\$1350.00**. (\$180.00 per month + Application Fee of \$50.00 + One time Activity Fee \$40.00)
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

ISD 709 Duluth Public Schools

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Arthur Olson

C.F.O. Executive Director of Business Services

1-14-19
Date

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Jasmin Ciom*

Director
1/14/19
Date



Special Services Department
 Independent School District #709
 215 N 1st Ave E
 Duluth MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ individual Education Plan (IEP),

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services: Preschool programming for 7 hours (420 minutes) from 9-4:00 every T, Th, 2 days per week, and up to 65 days.
 2. The AGENCY shall perform these services at: **2310 E 4th St, Duluth.**
 3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 30, 2019**; the contract not to exceed a total of **65 Days** (2 Days per Week) and a total cost up to **\$1820.00** (\$260.00 per month)
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-



Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Cathryn Elson

C.F.O. Executive Director of Business Services

1-14-19

Date

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Jason Crane

Director

1/14/19

Date



Special Services Department
 Independent School District #709
 215 N. 1st Ave. E.
 Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 28, 2019** by and between Independent School District 709, Duluth, MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documentec _____ Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services: Preschool programming for 4.5 hours (270 minutes) per day from 7:30-12:00, 3 day per week M, W, Th, and up to 47 days.
 2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
 3. The approximate date the service will begin is, **January 24, 2019** and shall not extend beyond **May 30, 2019**; the contract is not to exceed a total of **47 Days** (3 Days per Week, M, W, Th) and a total cost up to **\$846.** (\$18.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of January, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Wolcott, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 4, 2019, and shall remain in effect until June 1, 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.** Contractor will provide curricular coordination for the River Quest field experience. River Quest is an event for area sixth graders where students learn about the St Louis River Estuary and its impact on the environment, the community, industry and the economy. The contractor's duties include but are not limited to attending meetings, distributing material, assisting in writing curriculum, and coordinating scheduling, organization and attendance of the event to be held May 13-16, 2019.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Aaron Salmela, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Amy Wolcott, 5652 Rose Rd, Hermantown, MN 55811 MN 55811

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

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

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

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

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

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

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

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

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


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

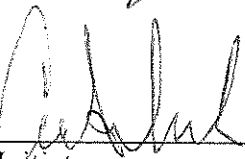
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

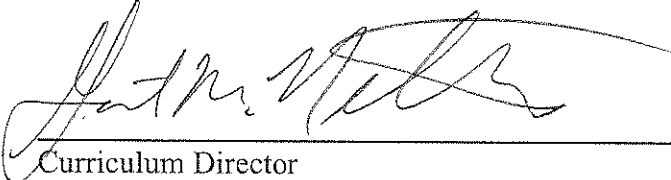
19. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State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

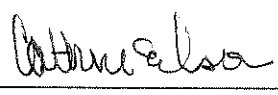
20. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations 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 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 \$2,000,000.

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


Contractor Signature SSN/Tax Identification Number 1/7/19
Date

 Science Curriculum
Initiator Title 1/8/19
Date


Curriculum Director 1-11-19
Date


Director of Business Service 1-14-19
Date

01-610-005-317-399-130500

**No Cost Contracts Signed
January 2019**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of January 2019:

Name	Contract Source	Description
Human Development Center (HDC)	Asst Supt	MOU
Lake Superior College (LSC)	Curriculum/CTE	Articulation agreement for the Integrated Manufacturing Programs
Lake Superior College (LSC)	Curriculum/CTE	Articulation agreement for the Automotive Program
Lake Superior College (LSC)	Curriculum/CTE	Articulation agreement for the Automotive Service Technician Program
Lake Superior College (LSC)	Curriculum/CTE	Articulation agreement for the Construction Technology Program
Lake Superior College (LSC)	Curriculum/CTE	Articulation agreement for the Allied Health Programs
PAVSA and North Homes Children and Family Services	Duluth Community Service Collaboration	MOU
Miller Hill Mall	Visual and Arts Media	Permit for the Duluth Public Schools Art Show

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN HUMAN DEVELOPMENT CENTER AND DULUTH SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Human Development Center, a community mental health center and Rule 29 clinic, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of addendum is to pilot CTSS Day Treatment Groups at Congdon Elementary School. This MOU augments and does not replace anything in the existing ISD 709 MOU.

WHEREAS, the Duluth School District desire to provide a quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools.

II. ROLES AND RESPONSIBILITIES

Roles of the Human Development Center and Duluth School District:

Roles of the Human Development Center:

Students served by the Human Development Center are clients of this organization and subject to the same rights and responsibilities as clients served in the organization's clinic settings.

The Human Development Center will:

1. Meet with Congdon Elementary administrative staff to plan a system of day treatment service delivery consisting of a minimum of 2 hours per day, three (3) days per week (During a five (5) day school week).
2. Staff the day treatment group with a therapist(s) and mental health practitioners as necessary to provide the service to students referred or agreed upon by Congdon school staff.
3. Not interfere with students receiving federally mandated IEP services from Special Education staff.
4. Utilize third party billing and other grant funding for the cost of day treatment services. There will be no cost to the district for this service.

Roles of the Duluth School District:

1. Meet with Human Development Center administration staff to plan a pilot of day treatment groups.
2. Pursue appropriate district permission to allow such a pilot program.
3. Meet periodically with Human Development Center administration or other designated staff to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 01/14/2019 and will remain in effect thereafter unless either party provides one-month prior written notice. Otherwise,

this Agreement may be terminated in accordance with the section below on Termination.


Termination. Either party may terminate this Agreement by giving the other party 1-month prior written notice.

Confidentiality. The Human Development Center and the Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. The Human Development Center and the Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party, unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

This Agreement is agreed to upon signature below.

Signed: Catherine Erickson
Name: Catherine Erickson
Title/Business: CEO, ISD # 709
Date: 01/11/19

Signed: Jim Getchell
Name: Jim Getchell
Title/Business: Executive Director, Human Development Center
Date: 1/4/19

 <p style="text-align: center;">MINNESOTA STATE</p> <p>ARTICULATION of Program of Study/Career Pathway Courses from Partner High School(s)</p>	<p style="text-align: center;">Lake Superior College AND ISD #709 DULUTH PUBLIC SCHOOLS</p>
<p>*The Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements and has delegated this authority to colleges and universities.</p>	

This Agreement is entered into between ISD #709 Duluth Public Schools and Lake Superior College. This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

ISD #709 Duluth Public Schools offers Program of Study Career Pathway courses, and Lake Superior College has established course equivalencies, and will facilitate credit transfer for these courses as specified in the table below for the Integrated Manufacturing Programs. It is mutually agreed:

Admission and Graduation Requirements

- A. Lake Superior College admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.
- B. Students must fulfill the graduation requirements at both institutions.
- C. Students must meet Lake Superior College admission requirements for the agreement to apply.

Transfer of Credits

- A. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the uAchieve Degree Audit Report (DARS).

Implementation and Review

- A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.
- B. This Course Agreement is effective on 08/15/2018 and shall remain in effect until the end date of 06/15/2019, unless terminated or amended by either party with 90 days prior written notice. This articulation agreement will be reviewed by both parties beginning 08/1/2019.
- C. The student will notify the receiving institution of their intent to follow this agreement, and present proof of course completion requirements.
- D. Guidelines for developing a Career Pathway and Program of Study have been followed. Course syllabi for the high school curriculum have been reviewed by high school, Lake Superior College faculty and align with college curriculum content.
- E. The goal of this agreement is to provide for transfer or articulation of credits and to provide learners with a quality education that prepares them for successful integration into the workforce, create contributing members of society, and instill the need to be lifelong learners. In accomplishing this goal school districts, colleges and universities will comply with federal and state legislation and guidelines.

Terms and Conditions of Credit Transfer:

Applicants accepted must fulfill the graduation requirements of Lake Superior College.

Criteria for Earning Lake Superior College Credit

Students may earn up to a maximum of three college credits by successfully completing the certified high school program curriculum and passing appropriate industry skill standard exams when applicable.

Students who meet the following criteria are eligible to receive college or university credit for courses, as identified in the course equivalency table.

- Earn a course grade of "B" or 85 percent or better in each course being articulated for credit
- Enroll in Lake Superior College which is a party to this agreement.
- Enroll in the program specified in this agreement
- Provide an official high school transcript and other documentation required by the college or university

Documentation of Lake Superior College Credit

1. If the student's grade on each course grade was a "B" [or 85 percent] or better, a "P" grade will be recorded on a MnSCU Lake Superior College transcript indicating that credit is given.
2. Lake Superior College will clearly indicate whether the credit will count toward diploma/degree requirements or a general elective
3. Once credit is granted for prior learning by Lake Superior College, each system college and university shall evaluate credit for transfer according to policy 3.21 Undergraduate Course Credit Transfer.

Life of the Credit

A student must provide documentation of successful completion of high school courses and requirements within three (3) years after successful completion of high school graduation for the student's request for credit to be considered.

Other Requirements (*Please identify special requirements, as needed*)

Lake Superior College-Level Assessment

Lake Superior College-Level Grading

Instructor Qualifications

High School Instructors

- High School instructors must be licensed as a K-12 teacher and qualified to teach in programs that contain the Program of Study/Career Pathway courses. If the Perkins funds are used, the high school instructor must be career and technical education certified.

Lake Superior College faculty

- Lake Superior College faculty must meet college teacher credentialing field qualifications <http://www.minnstate.edu/board/policy/332.html>

COURSE ARTICULATION TABLE

	High School (sending)	College (receiving)
Institution	ISD #709 Duluth East	Lake Superior College
Program Name		Integrated Manufacturing Programs
Program Award		A.A.S. and diploma
Describe program admission requirements (if any)	High School Instructor's Syllabus approved by LSC Faculty	






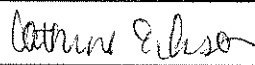
Instructions


- List all courses that have equivalencies.
- Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion.
- Show equivalent university-college courses on the same row to ensure accurate DARS encoding.
- Equiv/Sub/Wav column: If a course is to be encoded as equivalent, enter Equiv. If a course is to be accepted by the college or university as a "substitution" only for the purposes of this agreement, enter Sub. If a course requirement is waived by the receiving institution, enter Wav. (To add rows, place cursor outside of the end of a row and press enter.)

Program of Study Courses and Equivalencies (if any)

Course	LSC Equivalent Course	Credits	E/S
Principles of Engineering	CADE 1468 Solidworks I	3	
Total Credits Applied		3	

*If course is equivalent to part of the college/university course, fees for the equivalent credits will be waived

High School	Name	Signature	Date
High School Teacher	Kevin Chederquist		1-3-19
High School Administrator	Danette Seboe		12/19/18
LSC Faculty	Richard Kresky		12/13/18
LSC Faculty	Max Udovich		
LSC Faculty			
Dean of Business and Industry	Hanna Erpestad		12/13/18
Vocational Program Coordinator ISD#709 Duluth Public Schools	Brad Vieths		12/22/18
Superintendent or District CEO	Catherine Erickson		1/3/19

 MINNESOTA STATE ARTICULATION of Program of Study/Career Pathway Courses from Partner High School(s)	Lake Superior College AND ISD #709 DULUTH PUBLIC SCHOOLS
<p><i>*The Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements and has delegated this authority to colleges and universities.</i></p>	

This Agreement is entered into between ISD #709 Duluth Public Schools and Lake Superior College. This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

ISD #709 Duluth Public Schools offers Program of Study Career Pathway courses, and Lake Superior College has established course equivalencies, and will facilitate credit transfer for these courses as specified in the table below for the Automotive Program. It is mutually agreed:

Admission and Graduation Requirements

- A. Lake Superior College admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.
- B. Students must fulfill the graduation requirements at both institutions.
- C. Students must meet Lake Superior College admission requirements for the agreement to apply.

Transfer of Credits

- A. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the uAchieve Degree Audit Report (DARS).

Implementation and Review

- A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.
- B. This Course Agreement is effective on 08/15/2018 and shall remain in effect until the end date of 06/15/2019, unless terminated or amended by either party with 90 days prior written notice. This articulation agreement will be reviewed by both parties beginning 08/1/2019.
- C. The student will notify the receiving institution of their intent to follow this agreement, and present proof of course completion requirements.
- D. Guidelines for developing a Career Pathway and Program of Study have been followed. Course syllabi for the high school curriculum have been reviewed by high school, Lake Superior College faculty and align with college curriculum content.
- E. The goal of this agreement is to provide for transfer or articulation of credits and to provide learners with a quality education that prepares them for successful integration into the workforce, create contributing members of society, and instill the need to be lifelong learners. In accomplishing this goal school districts, colleges and universities will comply with federal and state legislation and guidelines.

Terms and Conditions of Credit Transfer:

Applicants accepted must fulfill the graduation requirements of Lake Superior College.

Criteria for Earning Lake Superior College Credit

Students may earn up to a maximum of three college credits by successfully completing the certified high school program curriculum and passing appropriate industry skill standard exams when applicable.

Students who meet the following criteria are eligible to receive college or university credit for courses, as identified in the course equivalency table.

- Earn a course grade of "B" or 85 percent or better in each course being articulated for credit
- Enroll in Lake Superior College which is a party to this agreement.
- Enroll in the program specified in this agreement
- Provide an official high school transcript and other documentation required by the college or university

Documentation of Lake Superior College Credit

1. If the student's grade on each course grade was a "B" [or 85 percent] or better, a "P" grade will be recorded on a MnSCU Lake Superior College transcript indicating that credit is given.
2. Lake Superior College will clearly indicate whether the credit will count toward diploma/degree requirements or a general elective
3. Once credit is granted for prior learning by Lake Superior College, each system college and university shall evaluate credit for transfer according to policy 3.21 Undergraduate Course Credit Transfer.

Life of the Credit

A student must provide documentation of successful completion of high school courses and requirements within three (3) years after successful completion of high school graduation for the student's request for credit to be considered.

Other Requirements *(Please identify special requirements, as needed)*

Lake Superior College-Level Assessment

Lake Superior College-Level Grading

Instructor Qualifications



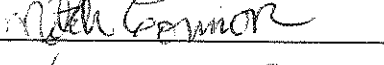
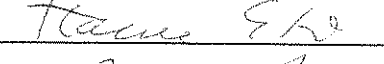
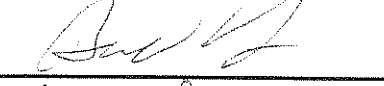
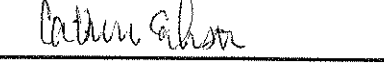
High School Instructors


- High School instructors must be licensed as a K-12 teacher and qualified to teach in programs that contain the Program of Study/Career Pathway courses. If the Perkins funds are used, the high school instructor must be career and technical education certified.

Lake Superior College faculty

- Lake Superior College faculty must meet college teacher credentialing field qualifications <http://www.minnstate.edu/board/policy/332.html>

COURSE ARTICULATION TABLE			
2018-2019	High School (sending)	College (receiving)	
Institution	ISD #709 Duluth Denfeld	Lake Superior College	
Program Name		Automotive Service Technician	
Program Award		Diploma	
Describe program admission requirements (if any)	High School Instructor's Syllabus approved by LSC Faculty		
Instructions			
<ul style="list-style-type: none"> List all courses that have equivalencies. Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion. Show equivalent university-college courses on the same row to ensure accurate DARS encoding. Equiv/Sub/Wav column: If a course is to be encoded as equivalent, enter Equiv. If a course is to be accepted by the college or university as a "substitution" only for the purposes of this agreement, enter Sub. If a course requirement is waived by the receiving institution, enter Wav. (To add rows, place cursor outside of the end of a row and press enter.) Students must receiving a passing score on equivalent AYES tests to be awarded credit. 			
Program of Study Courses and Equivalencies (if any)			
Course	LSC Equivalent Course	Credits	E/S
Automotive Basics: Brakes and Engines and	ASTE 1410 Air Conditioning	1	
Automotive: Engine Performance	ASTE 1500 Charging and Starting Systems	1	
	ASTE 2440 Suspension and Steering Repair	1	
	ASTE 1450 Engine Service	1	
Automotive Basics: Transmissions and Suspensions and	ASTE 1470 Basic Engine Drivability	1	
Automotive: Diagnostics & Electrical	ASTE 2400 Suspension and Steering Repair	1	
	ASTE 2460 Transmission Lab	1	
	ASTE 2430 Clutch and Differential	1	
Passing score of SP2 safety program	ASTE 1490 Automotive Shop Management I	1	
	Total Credits Applied	9	
*If course is equivalent to part of the college/university course, fees for the equivalent credits will be waived			

High School	Name	Signature	Date
High School Teacher	Stuart Soland		12/20/18
High School Administrator	Tonya Sconiers		12/20/18
LSC Faculty	Mitch Connor		12/10/18
Dean of Business and Industry	Hanna Erpestad		12/14/18
Vocational Program Coordinator ISD#709 Duluth Public Schools	Brad Vieths		12/21/18
Superintendent or District CFO	Catherine Erickson		1/3/19

 <p style="text-align: center;">MINNESOTA STATE</p> <p>ARTICULATION of Program of Study/Career Pathway Courses from Partner High School(s)</p>	<p style="text-align: center;">Lake Superior College AND ISD #709 DULUTH PUBLIC SCHOOLS</p>
<p>*The Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements and has delegated this authority to colleges and universities.</p>	

This Agreement is entered into between ISD #709 Duluth Public Schools and Lake Superior College. This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

ISD #709 Duluth Public Schools offers Program of Study Career Pathway courses, and Lake Superior College has established course equivalencies, and will facilitate credit transfer for these courses as specified in the table below for the Automotive Service Technician Program. It is mutually agreed:

Admission and Graduation Requirements

- A. Lake Superior College admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.
- B. Students must fulfill the graduation requirements at both institutions.
- C. Students must meet Lake Superior College admission requirements for the agreement to apply.

Transfer of Credits

- A. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the uAchieve Degree Audit Report (DARS).

Implementation and Review

- A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.
- B. This Course Agreement is effective on 08/15/2018 and shall remain in effect until the end date of 06/15/2019, unless terminated or amended by either party with 90 days prior written notice. This articulation agreement will be reviewed by both parties beginning 08/1/2019.
- C. The student will notify the receiving institution of their intent to follow this agreement, and present proof of course completion requirements.
- D. Guidelines for developing a Career Pathway and Program of Study have been followed. Course syllabi for the high school curriculum have been reviewed by high school, Lake Superior College faculty and align with college curriculum content.
- E. The goal of this agreement is to provide for transfer or articulation of credits and to provide learners with a quality education that prepares them for successful integration into the workforce, create contributing members of society, and instill the need to be lifelong learners. In accomplishing this goal school districts, colleges and universities will comply with federal and state legislation and guidelines.

Terms and Conditions of Credit Transfer:

Applicants accepted must fulfill the graduation requirements of Lake Superior College.

Criteria for Earning Lake Superior College Credit

Students may earn up to a maximum of three college credits by successfully completing the certified high school program curriculum and passing appropriate industry skill standard exams when applicable.

Students who meet the following criteria are eligible to receive college or university credit for courses, as identified in the course equivalency table.

- Earn a course grade of "B" or 85 percent or better in each course being articulated for credit
- Enroll in Lake Superior College which is a party to this agreement.
- Enroll in the program specified in this agreement
- Provide an official high school transcript and other documentation required by the college or university

Documentation of Lake Superior College Credit

1. If the student's grade on each course grade was a "B" [or 85 percent] or better, a "P" grade will be recorded on a MnSCU Lake Superior College transcript indicating that credit is given.
2. Lake Superior College will clearly indicate whether the credit will count toward diploma/degree requirements or a general elective
3. Once credit is granted for prior learning by Lake Superior College, each system college and university shall evaluate credit for transfer according to policy 3.21 Undergraduate Course Credit Transfer.

Life of the Credit

A student must provide documentation of successful completion of high school courses and requirements within three (3) years after successful completion of high school graduation for the student's request for credit to be considered.

Other Requirements *(Please identify special requirements, as needed)*

Lake Superior College-Level Assessment

Lake Superior College-Level Grading

Instructor Qualifications

High School Instructors

- High School instructors must be licensed as a K-12 teacher and qualified to teach in programs that contain the Program of Study/Career Pathway courses. If the Perkins funds are used, the high school instructor must be career and technical education certified.

Lake Superior College faculty

- Lake Superior College faculty must meet college teacher credentialing field qualifications <http://www.minnstate.edu/board/policy/332.html>

COURSE ARTICULATION TABLE

	High School (sending)	College (receiving)
Institution	ISD #709 Duluth East	Lake Superior College
Program Name		Automotive Service Technician
Program Award		Diploma
Describe program admission requirements (if any)	High School Instructor's Syllabus approved by LSC Faculty	




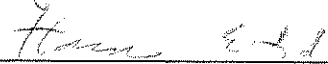

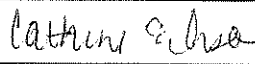
Instructions

- List all courses that have equivalencies.
- Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion.
- Show equivalent university-college courses on the same row to ensure accurate DARS encoding.
- Equiv/Sub/Wav column: If a course is to be encoded as equivalent, enter Equiv. If a course is to be accepted by the college or university as a "substitution" only for the purposes of this agreement, enter Sub. If a course requirement is waived by the receiving institution, enter Wav. (To add rows, place cursor outside of the end of a row and press enter.)
- Students must receive a passing score on equivalent AYES tests to be awarded credit.

Program of Study Courses and Equivalencies (if any)

Course	LSC Equivalent Course	Credits	E/S
Automotive Basics: Engine Repair and Brakes and Automotive: Engine Performance	ASTE 1410 Air Conditioning	1	
	ASTE 1500 Charging and Starting Systems	1	
	ASTE 2440 Suspension and Steering Repair	1	
	ASTE 1450 Engine Service	1	
Automotive Basics: Transmission and Suspension and Automotive: Diagnostics & Electrical	ASTE 1470 Basic Engine Drivability	1	
	ASTE 2400 Suspension and Steering Repair	1	
	ASTE 2460 Transmission Lab	1	
	ASTE 2430 Clutch and Differential	1	
Passing score of SP2 safety program	ASTE 1490 Automotive Shop Management I	1	
	Total Credits Applied	9	

*If course is equivalent to part of the college/university course, fees for the equivalent credits will be waived

High School	Name	Signature	Date
High School Teacher	Stuart Soland		
High School Administrator	Danette Seboe		12/19/18
LSC Faculty	Mitch Connor		12/10/18
Dean of Business and Industry	Hanna Erpestad		12/14/18
Vocational Program Coordinator ISD#709 Duluth Public Schools	Brad Vieths		12/20/18
Superintendent or District CFO	Catherine Erickson		1/3/19



MINNESOTA STATE

ARTICULATION of Program of Study/Career Pathway Courses from Partner High School(s)

Lake Superior College AND ISD #709 DULUTH PUBLIC SCHOOLS

*The Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements and has delegated this authority to colleges and universities.

This Agreement is entered into between ISD #709 Duluth Public Schools and Lake Superior College. This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

ISD #709 Duluth Public Schools offers Program of Study Career Pathway courses, and Lake Superior College has established course equivalencies, and will facilitate credit transfer for these courses as specified in the table below for the Construction Technology Program. It is mutually agreed:

Admission and Graduation Requirements

- A. Lake Superior College admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.
- B. Students must fulfill the graduation requirements at both institutions.
- C. Students must meet Lake Superior College admission requirements for the agreement to apply.

Transfer of Credits

- A. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the uAchieve Degree Audit Report (DARS).

Implementation and Review

- A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.
- B. This Course Agreement is effective on 08/15/2018 and shall remain in effect until the end date of 06/15/2019, unless terminated or amended by either party with 90 days prior written notice. This articulation agreement will be reviewed by both parties beginning 08/1/2019.
- C. The student will notify the receiving institution of their intent to follow this agreement, and present proof of course completion requirements.
- D. Guidelines for developing a Career Pathway and Program of Study have been followed. Course syllabi for the high school curriculum have been reviewed by high school, Lake Superior College faculty and align with college curriculum content.
- E. The goal of this agreement is to provide for transfer or articulation of credits and to provide learners with a quality education that prepares them for successful integration into the workforce, create contributing members of society, and instill the need to be lifelong learners. In accomplishing this goal school districts, colleges and universities will comply with federal and state legislation and guidelines.

Terms and Conditions of Credit Transfer:

Applicants accepted must fulfill the graduation requirements of Lake Superior College.

Criteria for Earning Lake Superior College Credit

Students may earn up to a maximum of three college credits by successfully completing the certified high school program curriculum and passing appropriate industry skill standard exams when applicable.

Students who meet the following criteria are eligible to receive college or university credit for courses, as identified in the course equivalency table.

- Earn a course grade of "B" or 85 percent or better in each course being articulated for credit
- Enroll in Lake Superior College which is a party to this agreement.
- Enroll in the program specified in this agreement
- Provide an official high school transcript and other documentation required by the college or university

Documentation of Lake Superior College Credit

1. If the student's grade on each course grade was a "B" [or 85 percent] or better, a "P" grade will be recorded on a MnSCU Lake Superior College transcript indicating that credit is given.
2. Lake Superior College will clearly indicate whether the credit will count toward diploma/degree requirements or a general elective
3. Once credit is granted for prior learning by Lake Superior College, each system college and university shall evaluate credit for transfer according to policy 3.21 Undergraduate Course Credit Transfer.

Life of the Credit

A student must provide documentation of successful completion of high school courses and requirements within three (3) years after successful completion of high school graduation for the student's request for credit to be considered.

Other Requirements *(Please identify special requirements, as needed)*

Lake Superior College-Level Assessment

Lake Superior College-Level Grading

Instructor Qualifications

High School Instructors

- High School instructors must be licensed as a K-12 teacher and qualified to teach in programs that contain the Program of Study/Career Pathway courses. If the Perkins funds are used, the high school instructor must be career and technical education certified.

Lake Superior College faculty

- Lake Superior College faculty must meet college teacher credentialing field qualifications <http://www.minnstate.edu/board/policy/332.html>

COURSE ARTICULATION TABLE

	High School (sending)	College (receiving)
Institution	ISD #709 Duluth Denfeld	Lake Superior College
Program Name		Carpentry
Program Award		Diploma
Describe program admission requirements (if any)	High School Instructor's Syllabus approved by LSC Faculty	

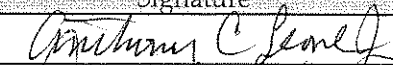
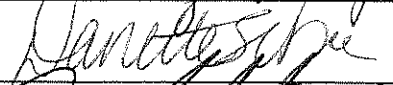

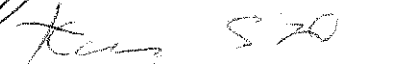

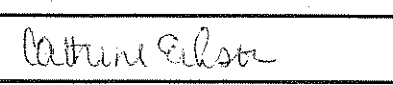
Instructions


- List all courses that have equivalencies.
- Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion.
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Program of Study Courses and Equivalencies (if any)

Course	LSC Equivalent Course	Credits	E/S
Construction Technology I OR II OR III	CARP 1412 Carpentry Framing Lab I	1	
	CARP1416 Roof Covering	1	
	CARP 1510 Carpentry Exterior Lab I	1	
	Total Credits Applied	3	

*If course is equivalent to part of the college/university course, fees for the equivalent credits will be waived

High School	Name	Signature	Date
High School Teacher	Anthony Leone Jr.		12/21/18
High School Administrator	Tonya Sconiers Dorothy Sebore		12/19/18
LSC Faculty	John Calcaterra		12/18/18
Dean of Business and Industry	Hanna Erpestad		12/14/18
Vocational Program Coordinator ISD#709 Duluth Public Schools	Brad Vieths		12/20/18
Superintendent or District CFO	Catherine Erickson		1/8/19

 <p style="text-align: center;">MINNESOTA STATE</p> <p>ARTICULATION of Program of Study/Career Pathway Courses from Partner High School(s)</p>	<p style="text-align: center;">Lake Superior College AND ISD #709 DULUTH PUBLIC SCHOOLS</p>
<p><small>*The Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements and has delegated this authority to colleges and universities.</small></p>	

This Agreement is entered into between ISD #709 Duluth Public Schools and Lake Superior College. This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

ISD #709 Duluth Public Schools offers Program of Study Career Pathway courses, and Lake Superior College has established course equivalencies, and will facilitate credit transfer for these courses as specified in the table below for the Allied Health Programs. It is mutually agreed:

Admission and Graduation Requirements

- A. Lake Superior College admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.
- B. Students must fulfill the graduation requirements at both institutions.
- C. Students must meet Lake Superior College admission requirements for the agreement to apply.

Transfer of Credits

- A. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the uAchieve Degree Audit Report (DARS).

Implementation and Review

- A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.
- B. This Course Agreement is effective on 08/15/2018 and shall remain in effect until the end date of 06/15/2019, unless terminated or amended by either party with 90 days prior written notice. This articulation agreement will be reviewed by both parties beginning 08/1/2019.
- C. The student will notify the receiving institution of their intent to follow this agreement, and present proof of course completion requirements.
- D. Guidelines for developing a Career Pathway and Program of Study have been followed. Course syllabi for the high school curriculum have been reviewed by high school, Lake Superior College faculty and align with college curriculum content.
- E. The goal of this agreement is to provide for transfer or articulation of credits and to provide learners with a quality education that prepares them for successful integration into the workforce, create contributing members of society, and instill the need to be lifelong learners. In accomplishing this goal school districts, colleges and universities will comply with federal and state legislation and guidelines.

Terms and Conditions of Credit Transfer:

Applicants accepted must fulfill the graduation requirements of Lake Superior College.

Criteria for Earning Lake Superior College Credit

Students may earn up to a maximum of three college credits by successfully completing the certified high school program curriculum and passing appropriate industry skill standard exams when applicable.

Students who meet the following criteria are eligible to receive college or university credit for courses, as identified in the course equivalency table.

- Earn a course grade of "B" or 85 percent or better in each course being articulated for credit
- Enroll in Lake Superior College which is a party to this agreement.
- Enroll in the program specified in this agreement
- Provide an official high school transcript and other documentation required by the college or university

Documentation of Lake Superior College Credit

1. If the student's grade on each course grade was a "B"[or 85 percent] or better, a "P" grade will be recorded on a MnSCU Lake Superior College transcript indicating that credit is given.
2. Lake Superior College will clearly indicate whether the credit will count toward diploma/degree requirements or a general elective
3. Once credit is granted for prior learning by Lake Superior College, each system college and university shall evaluate credit for transfer according to policy 3.21 Undergraduate Course Credit Transfer.

Life of the Credit

A student must provide documentation of successful completion of high school courses and requirements within three (3) years after successful completion of high school graduation for the student's request for credit to be considered.

Other Requirements (*Please identify special requirements, as needed*)

Lake Superior College-Level Assessment

Lake Superior College-Level Grading

Instructor Qualifications

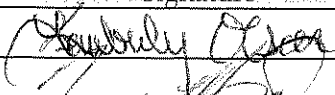

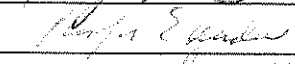


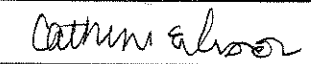
High School Instructors

- High School instructors must be licensed as a K-12 teacher and qualified to teach in programs that contain the Program of Study/Career Pathway courses. If the Perkins funds are used, the high school instructor must be career and technical education certified.

Lake Superior College faculty

- Lake Superior College faculty must meet college teacher credentialing field qualifications <http://www.minnstate.edu/board/policy/332.html>

COURSE ARTICULATION TABLE			
	High School (sending)	College (receiving)	
Institution	ISD #709 Duluth Denfeld	Lake Superior College	
Program Name		Any Allied Health program that requires ALTH 1430	
Program Award			
Describe program admission requirements (if any)	High School Instructor's Syllabus approved by LSC Faculty		
Instructions			
<ul style="list-style-type: none"> • List all courses that have equivalencies. • Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion. • Show equivalent university-college courses on the same row to ensure accurate DARS encoding. • Equiv/Sub/Wav column: If a course is to be encoded as equivalent, enter Equiv. If a course is to be accepted by the college or university as a "substitution" only for the purposes of this agreement, enter Sub. If a course requirement is waived by the receiving institution, enter Wav. (To add rows, place cursor outside of the end of a row and press enter.) • Students will receive only the highest level of credit by passing appropriate First Aid/ AED and BLS certification test. 			
Program of Study Courses and Equivalencies (if any)			
Course	LSC Equivalent Course	Credits	E/S
First Aid /BLS & EMR	ALTH 1430 First Aid & CPR/AED for Health Care Professionals	1	
Total Credits Applied		1	
*If course is equivalent to part of the college/university course, fees for the equivalent credits will be waived			

High School	Name	Signature	Date
High School Teacher	Kimberly Olson		1/17/19
High School Administrator	Tonya Sconiers		1/22/19
LSC Faculty	Roslyn Andrew		1/14/19
Dean of Allied Health and Nursing	Anna Sackette-Urness		1-14-19
Vocational Program Coordinator ISD#709 Duluth Public Schools	Brad Vieths		1/22/19
Superintendent or District CFO	Catherine Erickson		1-24-19

**MEMORANDUM OF UNDERSTANDING
BETWEEN PROGRAM FOR AID TO VICTIMS OF SEXUAL ASSAULT (PAVSA),
NORTH HOMES CHILDREN AND FAMILY SERVICES, DULUTH COMMUNITY SCHOOL COLLABORATIVE,
AND DULUTH SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between PAVSA, a non-profit organization, North Homes Children and Family Services, a non-profit agency, the Duluth Community School Collaborative, a non-profit agency, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to define the relationships, benefits, and responsibilities of PAVSA, North Homes Children and Family Services, Duluth Community School Collaborative, and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to provide a quality, comprehensive education to each student by further supporting students' social-emotional and behavioral needs through community partners available on site at Lincoln Park Middle School;

WHEREAS the Duluth Community School Collaborative is a nonprofit agency composed of educators, parents/family members, and community members which applies the principles of a "Community Schools" model to program design: intentional partnerships with and mobilization of key organizations and individuals, clear outcomes and high expectations, embracing diversity, building upon the strengths of our community, and working in close partnership within schools to optimize learning and well-being among students, families, and the community;

WHEREAS Lincoln Park Middle School seeks to provide social-emotional curriculum focused on healthy relationships within its alternative to suspension program;

WHEREAS, PAVSA, desires to have staff available at Lincoln Park Middle School to provide information to students about healthy relationships;

WHEREAS, North Homes Children and Family Services desires to have advocates/practitioners available at Lincoln Park Middle School to provide information to students about healthy relationships;

Therefore, PAVSA, North Homes Children and Family Services, Duluth Community School Collaborative, and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of PAVSA, North Homes Children and Family Services, Duluth Community School Collaborative, and Duluth School District

It is understood that PAVSA, North Homes Children and Family Services, the Duluth Community School Collaborative, and Duluth school district staff must work together as a team to effectively meet the needs of Duluth School District students, and all parties to communicate any pertinent information or concerns that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of PAVSA and North Homes Children and Family Services

PAVSA/North Homes Children and Family Services will:

1. Meet with designated Lincoln Park Middle School staff to plan a system of service delivery within the alternative to suspension program.
2. Provide services on site at Lincoln Park Middle School within the alternative to suspension program
3. Employ and be responsible for its staff placed at Lincoln Park Middle School
4. Maintain appropriate professional liability insurance
5. Share student information with school staff as needed and with the consent of the student/responsible parent.
6. Conduct appropriate background checks to ensure that PAVSA/North Homes Children and Family Services are not legally restricted from performing the duties of their job in a school setting.
7. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

Role of Duluth Community School Collaborative

Duluth Community School Collaborative will:

1. Connect Lincoln Park Middle School Staff with PAVSA and North Home Children and Services staff to establish partnership.
2. Meet as needed with Lincoln Park Middle School, PAVSA, and North Homes Children and Family Services designated staff to review the working relationship in order to address any concerns and promote an active partnership.

Role of Duluth School District/Lincoln Park Middle School

Duluth School District/Lincoln Park Middle School will:

1. Meet with PAVSA and North Homes Children and Family Services staff to plan a system of service delivery.
2. Provide PAVSA and North Homes Children and Family Services staff with appropriate space.
3. Inform school staff of the services available through PAVSA and North Homes Children and Family Services.
4. Work in partnership with the alternative to suspension room staff at Lincoln Park Middle School.
5. Meet periodically with PAVSA and North Homes Children and Family Services designated staff to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 12-19-18 and will remain in effect unless either party provides written notice of non-renewal three months before the annual termination date. Otherwise, this agreement may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. PAVSA, North Homes Children and Family Services, the Duluth Community School Collaborative, and the Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. PAVSA, North Homes Children and Family Services, the Duluth Community School Collaborative, and the Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law.

Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, student releases will be secured before confidential student information is exchanged. Confidential student information will be handled with the utmost discretion and judgment.

Signed: _____ Date: _____
Superintendent, ISD709

Signed: *Caroline Gibson* Date: 1-3-19
Director of Business Services, ISD709

Signed: _____ Date: _____
LPMS Representative

Signed: _____ Date: _____
Duluth Community School Collaborative Representative

Signed: *Jana Niemi* Date: 12-12-18
PAVSA Representative

Signed: _____ Date: _____
North Homes Children and Family Services Representative

APPLICATION FOR PERMIT TO USE COMMON AREA

Form 138 ((Rev. 3-09))

Shopping Center
Miller Hill Mall - 0732

100

Instructions: Please TYPE or PRINT all information.

Name of Individual / Organization Duluth Public Schools	Describe the nature of the activity Duluth Public Schools Art Show - For use of the space in
Street Address 215 N 1st Ave E	Barnes and Noble Court and for no other reason.
City, State, Zip Duluth MN 55802	
Telephone No. 218-349-1140	

DATE REQUESTED	TIME REQUESTED		NAME OF PERSON WHO WOULD BE IN CHARGE
4/22/19	From: <input checked="" type="checkbox"/> A.M. 12:00 <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. 11:59 <input checked="" type="checkbox"/> P.M.	Deb Hannu
4/28/19	From: <input checked="" type="checkbox"/> A.M. 12:00 <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. 6:00 <input checked="" type="checkbox"/> P.M.	
	From: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	

If use of special decorations, signs, displays, or devices is requested, explain

Will be bringing own display towers. Will allow for silent auction in conjunction with art show.

(Please read carefully)

Applicant agrees to defend, indemnify and hold the shopping center owners, managers and tenants harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Common Area or any other part of the Shopping Center by the Applicant, its members, partners, associates, agents, contractors and employees, and the Applicant releases and discharges the shopping center owners, managers and tenants from any and all liabilities, claims, and actions for any damages or injuries either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of any employee or agent of the shopping center owners, managers and tenants.

ACKNOWLEDGEMENT
(Please read carefully)

The undersigned represents that he/she is the Applicant or an officer or other authorized agent of the Applicant and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Rules and Regulations Governing Use of the Common Area of the Shopping Center (see reverse side) and agrees that permission to use the Common Area is expressly conditioned upon Applicant's acceptance and continuing observation of the Rules and Regulations.

Name of person completing application Deb Hannu	Street Address (if different than above)	
Title (if any)	City, State, Zip	
Signature	Date	Phone No.

<p>The Individual/Organization named above has permission to use the designated portion of the Common Area during the hours and date(s), stated above subject to the Shopping Center's policies and to the Rules and Regulations stated on the reverse side.</p> <p><input type="checkbox"/> Please locate the exhibit, display, or equipment in the Mall Common Area as indicated on the attached map of the Mall.</p>	Authorized Signature <i>Catherine Erickson</i> Catherine ERICKSON CFD	Date 01/07/19
	For:	

RULES AND REGULATIONS GOVERNING THE USE OF SHOPPING CENTER COMMON AREA

- A. Users cannot conduct any activity within the Shopping Center without having first obtained a permit. A permit will be granted only for use of that area designated as Common Area.
- B. A User may apply for a permit to use the Common Area within the Shopping Center at the management office during the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. Application shall be in the form required by the shopping center management and subject to these rules and regulations and should be made no later than 30 days prior to the day requested by the User for use of the Common Area. 101
- C. In making a determination as to whether a permit to use the Common Area within the Shopping Center shall be issued, the following points will be considered: The nature of the activity; the dates, times and duration of the activity; the risk of injury to any person or property the risk of unreasonable interference with the primary commercial activities of Shopping Center. Applications will be considered on a first-come, first-served basis.
- D. Each User shall agree to comply with the following conditions and rules:
1. The activity shall be confined to a specific use of the Common Area as described on the Application and will be limited to dates and times specified on the Application and confined to the Common Area.
 2. Users shall at all times during its use of the Common Area provide sufficient supervision and maintain adequate control of its members, guests or invitees. Shopping center management, in its sole discretion, shall determine if any User is not appropriately dressed. Any User violating this paragraph may be asked to immediately leave the Shopping Center.
 3. In the event that there are any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on, Users shall be responsible for obtaining any necessary licenses, authorizations or permits. No unlawful activities shall be permitted in the use of the Common Area including but not limited to the use of alcoholic beverages or gambling.
 4. All Users using the Common Area assume liability for and shall indemnify and hold harmless the shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees), against and from any and all liabilities, obligations, losses, penalties, claims, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of any activity of the Users (including without limitation the activities of the User's members, officers, directors, employees, agents, contractors, servants within the Shopping Center). The shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees) shall not be liable to any User using the Common Area or any other person on or about the shopping center, the adjoining grounds and parking lot, by the User's consent, invitation or license, express or implied, for any loss, expense or damage, either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of the shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees).
 5. If the application is for any activity which may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs, or restoration in order to return any area of the Shopping Center to the condition existing immediately prior to the commencement of the activity, the shopping center management may, as a condition to granting a permit, require security for the performance of the Applicant's obligation as licensee under such permit and these rules and regulations. Such security shall be in a form satisfactory to the shopping center management and may be a cash deposit, a bond, insurance policy, or other adequate assurance of the applicant's performance. Where such determination is made and insurance is required, such insurance shall be in the minimum of a commercial general liability policy having limit of \$2,000,000.00 per occurrence with a \$2,000,000.00 aggregate, naming the shopping center owner, manager and Simon Property Group, Inc. as additional insured.
 6. Unless otherwise permitted by shopping center management the User shall not vend or peddle, or solicit orders for sale or distribution of merchandise, devices, services, periodicals, books, pamphlets, tickets or other material whatsoever. User shall not exhibit any sign, plaque or banner, notice or any other written material in or around the Shopping Center without prior written approval of shopping center management.
 7. The User shall not use any vehicle, motor, camera, lighting device or projector on the Common Area without prior approval of shopping center management. User shall not engage in any fighting or direct the use of any physical force, abusive or obscene language or threats toward any other person or engage in any other form of improper behavior such as the making of unreasonable noise or coarse or offensive utterances, gestures or displays which causes or is likely to cause significant public inconvenience, annoyance or alarm. In addition, the User shall not permit the emission of noise or odors or use any device or paraphernalia, which may constitute a nuisance such as loudspeakers, sound amplifiers, radios, televisions or phonographs without prior written approval by shopping center management. If use of vehicles is approved, evidence of auto liability in the amount of \$1,000,000.00 combined single limit must be provided.
 8. Any person or organization using the Common Area shall not engage in any conduct which might interfere with or impede the use of any other facilities of the Shopping Center by any customer, business invitee or employee, employer, or tenant or create a disturbance, attract attention or harass, annoy, disparage or be detrimental to any of the retail establishments of the Shopping Center. Management, in its sole discretion, shall determine whether such objectionable conduct has occurred.
 9. The Common Area shall be surrendered in the same condition as it was upon commencement of its use. All expenses incurred to maintain order and to keep the Common Area free from rubbish will be borne by the User.
 10. If the Management shall deem the use of the Common Area objectionable, at its sole discretion, it may, without any notice whatsoever, terminate the rights of the User to use the Common Area.
 11. At least 30 minutes before commencing their use, all users of the Common Area shall check in and notify the shopping center management that they are ready to proceed with the scheduled activity.
 12. The User shall not obstruct the free flow of pedestrian or vehicular traffic.
 13. Shopping center management may in its sole discretion permit or not permit any person or organization to use the common area or require a User to leave the common area and the shopping center without any liability whatsoever for any damages, claims, losses, actions, suits arising from such removal.

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



MINNESOTA STATE

FACILITIES USE AGREEMENT OFF-CAMPUS FACILITIES ONLY

THIS FACILITIES USE AGREEMENT is between **Independent School District #709** ("Licensor"), 215 N 1st Ave East, Duluth MN 55802-2069 ("Licensor") and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Lake Superior College, 2101 trinity Road, Duluth MN 55811** ("Minnesota State").

1. **PERMITTED USE.** Licensor agrees to allow Minnesota State use of the following (hereinafter defined as the "Space"):

Location: *Ordean – East Middle School, 2900 E. 4th St, Duluth MN 55812
Gymnasium
See Exhibit A for sketch/map identifying location*

Date and Time: *Dec. 7 & Dec. 14, 2018 4:30 – 9:30pm, Jan. 19th, 2019 11 am – 6:00 pm, & Feb. 20, 2019 4:00 – 9:30 pm*

Description

of Activity or Event: *MCAC & NJCAA sanctioned collegiate basketball games for both men's and women's LSC Basketball teams.*

2. **FEE.** For its use of the Space, Minnesota State agrees to pay to Licensor a fee of *One thousand eight hundred forty five dollars 00/100 (\$1,845.00)* which shall be payable in arrears within thirty (30) days of Minnesota State's receipt of Licensor's invoice, in the amount of \$1,845.00, *Payment shall be made within 30 days of receipt of invoice. Prepayment by Minnesota State is prohibited by Minnesota Statute.*
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of *Dec. 6, 2018* or the date when the final required signature is obtained by Minnesota State, and shall remain in effect until March 30, 2019. This agreement may be canceled by either party at any time, for any reason, upon 30 (*thirty*) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.

Y/11

4. **AUTHORIZED REPRESENTATIVES.**

All notices, requests, and other communications between Licensor and Minnesota State that are required or that Licensor or Minnesota State elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

Minnesota State's authorized agent:
Name/Title: Mike Seymour, VP of ASA
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7628

With a copy to: Minnesota State
ATTN: Real Estate Services
30 E. 7th Street, Suite 350
St. Paul, MN 55101

Licensor's authorized agent:
Name: Cathy Erickson, CFO
Address: 215 N 1st Ave E, Duluth, MN 55802
Telephone: 218.336.8704

5. **MAINTENANCE OF SPACE.** Minnesota State agrees to maintain the Space in a reasonably clean and sanitary condition. Licensor shall provide the following:

- a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
- b. parking consisting of ISD709 parking lot outside of Ordean-East Middle School
- c. building security customarily provided by Licensor; Minnesota State may provide additional security at its own expense;
- d. janitorial services;
- e. any necessary keys or access codes;
- f. other: use of gymnasium, locker rooms, scoreboard, bleacher seating for basketball games, table and space for LSC provided gate attendant immediately outside of gymnasium entrance.

Licensor shall allow Minnesota State to place temporary signs directing students and other attendees to its event.

6. **BUILDING HOURS.** The building hours are 4:30 – 9:30 PM on weekdays and 11:00 – 6:00pm on Saturdays. Minnesota State may access the space during the specified hours.

7. **RULES AND REGULATIONS.** Minnesota State agrees to comply with the building rules and regulations during its use of the Space which are not inconsistent with this agreement, Minnesota State board policies and applicable laws.
8. **LIABILITY.** Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. The State's and Minnesota State's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
9. **INSURANCE.** Minnesota State maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. Minnesota State shall name Licensor as an additional insured upon request. Minnesota State shall maintain this coverage at its sole expense during its use of the Space. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit B**, attached hereto and made a part of this Facilities Use Agreement. Licensor shall maintain coverages at its sole expense during the term of this Agreement. Minnesota State and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. Minnesota State is self-insured for workers' compensation purposes, and any such insurance extends only to employees of Minnesota State, not to students.
10. **MINNESOTA DATA PRACTICES ACT.** Minnesota State and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, Minnesota State shall

have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.

15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. **ENTIRE AGREEMENT.** This Agreement (including all exhibits, as shown below intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
 - Agreement
 - **EXHIBIT A,** Facilities sketch/map identifying Location
 - **EXHIBIT B,** General Insurance Requirements
 - **EXHIBIT C,** Rules (if applicable)
 - **Any Subsequent amendments, addendum properly executed by the parties.**

17. **SPECIAL PROVISIONS.** [If none, write *NONE*]:

SIGNATURE BLOCK IS ON NEXT PAGE


Signature Page for Facilities Use Agreement – Off-Campus Facilities Only

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

APPROVED:

1. LICENSOR: ISD 709, Duluth Public Schools

Licensor certifies that the appropriate person(s) have executed the Agreement on behalf of Licensor as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)

Title CFO
Date 1-17-19

2. Minnesota State: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College

By (authorized signature)
Michael Seymour
Title VP of Academic & Student Affairs
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

5/11
Page 4

EXHIBIT A

Facilities Sketch/Map Identifying Location (including suite or room numbers)

– See attached Facilities Agreement

6/11

Page 5

Facilities Agreement
 Last Edited: 1/16/19 at 4:16pm

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From: **Ordean E Community School**
 2900 E 4th St
 Phone: 218-336-8760 X1
 Duluth, MN 55812

Contact/Billing Person: Kirsten Bowman
 Address: 2101 Trinity Road, Duluth, MN 55811
 Day Phone: (218) 733-6923 Email: kirsten.bowman@lsc.edu

EVENT NAME: Lake Superior College Basketball Games
To: Lake Superior College

Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
Fri 12/7/2018 Ordean East Middle School - Gym (Court B middle)				
4:00pm - 5:30pm	Setup	1.50	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Lake Superior College Basketball Games	0.00	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Custodial Fee Mon-Sat	6.50	\$ 45.00	\$ 292.50
5:30pm - 10:30pm	Site Manager (M-Sat)	6.50	\$ 25.00	\$ 162.50
Fri 12/14/2018 Ordean East Middle School - Gym (Court B middle)				
4:00pm - 5:30pm	Setup	1.50	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Lake Superior College Basketball Games	0.00	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Custodial Fee Mon-Sat	6.50	\$ 45.00	\$ 292.50
5:30pm - 10:30pm	Site Manager (M-Sat)	6.50	\$ 25.00	\$ 162.50
Sat 1/19/2019 Ordean East Middle School - Gym (Court B middle)				
12:00pm - 6:00pm	Lake Superior College Basketball Games	0.00	\$ 0.00	\$ 0.00
12:00pm - 6:00pm	Custodial Fee Mon-Sat	6.00	\$ 45.00	\$ 270.00
12:00pm - 6:00pm	Site Manager (Sun-Holiday)	6.00	\$ 35.00	\$ 210.00
Sat 2/16/2019 Ordean East Middle School - Gym (Court B middle)				
Cancelled on 01/16/2019				
11:00am - 12:00pm	Setup	1.00	\$ 0.00	\$ 0.00
12:00pm - 6:00pm	Lake Superior College Basketball Games	0.00	\$ 0.00	\$ 0.00
12:00pm - 6:00pm	Custodial Fee Mon-Sat	7.00	\$ 45.00	\$ 315.00
12:00pm - 6:00pm	Site Manager (M-Sat)	7.00	\$ 25.00	\$ 175.00
Wed 2/20/2019 Ordean East Middle School - Gym (Court B middle)				
4:00pm - 5:30pm	Setup	1.50	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Lake Superior College Basketball Games	0.00	\$ 0.00	\$ 0.00
5:30pm - 10:30pm	Custodial Fee Mon-Sat	6.50	\$ 45.00	\$ 292.50

5:30pm - 10:30pm

Site Manager (M-Sat)

6.50

\$ 25.00

\$ 162.50

110

Summary

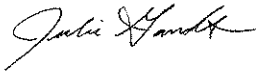
Facilities Rental:	\$ 0.00
Other Needs:	\$ 0.00
Extra Charges:	\$ 1845.00

Estimated Total Charges:	\$ 1845.00
Balance Due:	\$ 1845.00
Total Amount Paid:	\$ 0.00
Remaining Balance Due:	\$ 1845.00

Other Conditions:

Gym sound system is not available for use. Group will need to provide their own microphone.

The undersigned is the representative of Lake Superior College, the organization, group or person requesting use of the Woodland Middle School facilities as noted in this contract. I have the authority to legally bind this organization and hereby obligate the organization to provide liability insurance coverage in the amount of at least \$1,000,000 and to indemnify the school district and hold it harmless from any liability arising from our use of the school district property. Our organization will be responsible for any and all damages to the school district property arising from our use. The organization has familiarized itself with the Facilities Use Policy of the District and agrees to comply with all conditions of that policy. The organization accepts that the school district may have to preempt our scheduled use of district facilities in which case we understand the district will give as much advance notice as possible and that any money we have paid for use of the facilities will be refunded.



Signature
Julie Gandt
Ordean E Community School

Attachments:
Summary of Policies and Regulations
Insurance Certificate Letter

Signature
Kirsten Bowman
Lake Superior College

8/11

**EXHIBIT B
GENERAL INSURANCE REQUIREMENTS**

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
- \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
- \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
- Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- Licensor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensor's performance under this Agreement.
- Licensor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensor is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensor is self-insured, a Certification of Self-Insurance must be attached.
- Licensor's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- Licensor shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Licensor's policy limits to satisfy the full policy limits required by the Agreement.

a/11

EXHIBIT C
RULES AND REGULATIONS

- See attached Summary of Policies and Regulations for Use of School Facilities

10/11

Summary of Policies and Regulations for Use of School Facilities

School facilities are an integral part of the community and may be used to promote school, civic, or social goals in accordance with policies and regulations. The requirements of the school program will receive priority in the assignment of school facilities. Charges for use of facilities and equipment shall be made in accordance with schedules established by the School Board.

- The School Board reserves the right to deny or cancel use of school facilities at any time. All rules, regulations and rates are subject to change as determined by the School Board.
- Final approval of unusual events, either in character or length of time, will be granted by the Superintendent or Director of Community Education.
- Permit holders must be responsible persons at least 18 years of age. Recreational leaders and instructors must be responsible and qualified individuals. No leader may place a substitute in charge of a group without securing approval from the building principal and/or the community education coordinator.
- Users of school facilities may be subject to rental fees as determined by the School Board and published in a separate fee schedule. Payment for use of building facilities should be made to Independent School District No.709, Central Administration Building, 215 North First Avenue East, Duluth, MN 55802.
- Responsibility and liability for injury to person or damage to school board property must be assumed by the organization or individual signing the application.
- No group, organization or individual may sublet use of the building/facility to any other group.
- All requests for special equipment or services shall be made when applying for a facility use permit.
- A permit may be cancelled by the building principal and/or the community education coordinator if warranted by conduct or infractions of rules.
- The custodian-engineer on duty will supervise the operation of the physical plant and will not be required to supervise groups or activities.
- Smoking is not permitted on school premises.
- Alcoholic beverages are not permitted on school premises.
- Gambling is not allowed on school property.

The school reserves the right to cancel all or a portion of the building use permit due to the following reasons:

- School events
- Poor weather
- Damage
- Lack of supervision
- Noncompliance with permit times
- Noncompliance with school district policy
- Noncompliance with associated fees (if any)
- When school or youth groups need the use of the facility

11/11

Facilities Management & Capital Project Status Report January 2019

114

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 300 work orders, and are currently working on 475 open work orders.
- Facilities maintenance trade crews are currently scheduled at Piedmont Elementary.
- Continuing to work with Human Resources and Firemen and Oilers Union to review and update position descriptions.
- Through efforts with the City of Duluth / Comfort Systems Conservation Improvement Plan (CIP), we have received a rebate check for \$15,401.00 for conservation measures during construction at Rockridge, and a rebate check for retro-commissioning at OEMS in the amount of \$2000.00.
- Requested documents have been provided to MDE as related to the State Security Grant Program in which we were selected for specific projects at Denfeld and Rockridge.

Capital Construction:

- The HOCHS audit kick off meeting has occurred and work is underway.
- Design efforts are ongoing with bid documents to be prepared shortly for the PSS Track Replacement project.
- The Denfeld stairwell ceiling project is being designed and will be completed with Kraus Anderson utilizing Gordian / ez/IQC.

Building Operations

- Operations have hired an engineer and maintenance custodian at Lakewood Elementary School from within. In addition, a maintenance custodian has been hired from within at Myers-Wilkins Elementary School and a custodian has been hired at East High School from the outside. Currently Operations is working to fill a custodian position at East High School, a custodian position at Myers-Wilkins Elementary School, a custodian position at Ordean East Middle School, a fireperson position at Ordean, and lastly a fireperson position at Denfeld High School.

Health, Safety & Environmental Management

Environmental/Health/Safety

- Radon testing for all schools is scheduled for March 3rd - March 7th.
- Slip/Trip/Fall audits were completed for Lester and Lowell Elementary schools.

Emergency Response Crisis Management

- ALICE training was held for the out of school time (OST) staff.

Workers' Compensation Activities

- OSHA Recordable Incidents for the month: 1
- First report of injuries: 22
- Annual OSHA
 - OSHA 300A Forms were electronically submitted and posted in each building per regulations
 - 2018 OSHA Recordable Incidents (Injuries beyond first aid)
 - 37 Recordable incidents
 - 869 Days away from work
 - 149 Days of restricted work



City of Duluth

DEPARTMENT OF PUBLIC WORKS & UTILITIES

Comfort Systems

PO Box 169001 • Duluth MN 55816

115

January 14, 2019

David Spooner
215 North 1st Ave E
Duluth, MN 55802
david.spooner@isd709.org

Mr. Spooner:

Energy Insight Inc. has verified the installation and calculated potential energy savings for efficiency and conservation measures at Rockridge Elementary School, located at 4849 Ivanhoe Street, as indicated on the list enclosed with this letter. They qualify for a Duluth Public Works and Utilities Commercial and Industrial Energy Conservation Program 10% energy conservation grant of \$15,401.

These efficiency measures are projected to save 14,288 therms of natural gas, \$9,287 in natural gas fuel costs, and 168,313 lbs. of CO₂ emissions per year. These projects have an overall projected simple payback of 19 years.

A grant check for \$15,401 is enclosed with this letter.

If you have any questions about this grant, contact Eric Schlacks at 730-4060.

Jim Benning, P.E.
Director
Public Works & Utilities Department

CC: Eric Schlacks

ISD 709 Duluth-Rockridge Elementary School
4849 Ivanhoe Street

1/11/2019

The School District remodeled the building installing a number of efficiency and conservation measures. These measures and their impacts on natural gas energy use are summarized in the table below.

Measure	Measure Cost	Annual Energy Saved	Annual Cost Saved*	Simple Payback Years	Grant Amount
Energy Efficient Boiler Lochinvar FBN2001	\$ 140,000.00	11,486	\$ 7,465.90	18.8	\$ 14,000.00
Energy Star rated Southbend SL GS/22SC gas ovens	\$ 1,886.00	224	\$ 145.60	13.0	\$ 188.60
Boiler room pipe insulation	\$ 1,840.00	260	\$ 169.00	10.9	\$ 184.00
Domestic hot water pipe insulation	\$ 10,290.00	1,103	\$ 716.95	14.4	\$ 1,029.00
Kitchen exhaust fan controls	\$ 2,705.00	87	\$ 56.55	47.8	\$ -
New back entrance door 1	\$ 1,896.00	111	\$ 72.15	26.3	\$ -
New back entrance door 2	\$ 2,653.00	155	\$ 100.75	26.3	\$ -
New double pane windows 2	\$ 1,632.00	95	\$ 61.75	26.4	\$ -
New door	\$ 6,950.00	405	\$ 263.25	26.4	\$ -
New door 2	\$ 1,610.00	94	\$ 61.10	26.4	\$ -
New door 3	\$ 1,782.00	104	\$ 67.60	26.4	\$ -
New door 4	\$ 2,818.00	164	\$ 106.60	26.4	\$ -
Totals	\$ 176,062.00	14,288	\$ 9,287.20	19.0	\$ 15,401.60

Note: *Calculated Cost savings using \$0.60/Therm for NG
**Incremental cost

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
01/11/2019	198572	C&I CIP grant Rockridge School Grant-C&I CIP grant Rockridge Schoo	15,401.60

RECEIVED
JAN 24 2019

ISD #709
FACILITIES MGMT

City of Duluth
411 West First Street
Duluth, MN 55802

WELLS FARGO BANK MINNESOTA, N.A. 17-1
DULUTH, MINNESOTA 910

DATE	AMOUNT
01/22/2019	\$15,401.60

Cash within 60 Days

CHECK NO. 179573

PAY Fifteen Thousand Four Hundred One and 60/100 Dollars

TO THE ORDER OF
ISD 709
Attn: David Spooner
215 N 1st Ave E
Duluth, MN 55802

Countersigned by
Wayne Parson
[Signature]
John Bailey



I.S.D. #709
 FACILITIES MGMT

January 30, 2019

David Spooner
 Duluth Public Schools ISD709
 215 North 1st Ave E
 Duluth, MN 55802
 david.spooner@isd709.org

Mr. Spooner:

The energy savings found by the recommissioning work on natural gas systems done at the Ordean East Middle School qualifies for a grant on the cost of the recommissioning work. To qualify for a grant: 1) it is assumed that 50% of the recommissioning cost is to identify natural gas operating improvements, and 2) there is a simple payback of 20 years or less from the energy savings found on the cost of the recommissioning.

School	Savings (Therms)	Simple Payback (Years)	Grant Amount
Ordean East Middle School	4,658	7.4	\$2,000

Enclosed with this letter is a check for the grant.

If you have any questions about this program, contact Eric Schlacks at 730-4060.



 Jim Benning, P.E.
 Director
 Public Works & Utilities Department

CC: Eric Schlacks

City of Duluth

CHECK NO. 180034

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
01/29/2019	198583	CIP grant-recommissioning Ordean East Middle School Grant-CIP grant-recommissioning Ord	2,000.00 119

City of Duluth

411 West First Street
Duluth, MN 55802

WELLS FARGO BANK MINNESOTA, N.A. 17-1
DULUTH, MINNESOTA 910

DATE	AMOUNT
02/04/2019	\$2,000.00

Cash within 60 Days

CHECK NO.
180034

PAY Two Thousand and 00/100 Dollars

TO
THE
ORDER
OF

ISD 709
Attn: David Spooner
215 N 1st Ave E
Duluth, MN 55802

Wayne Parson
Courtesy signed by:
[Signature]
John Bailey

⑈ 180034 ⑈ ⑆ 09 10000 19 ⑆ 00 200 20 17 2 ⑈

CHECK CONTAINS SECURITY FEATURES. SEE BACK FOR DETAILS.



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

January 30, 2019

William Gronseth
Superintendent of Schools

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

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

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

Hartley Residential Lots

- All marketing in place and active.
- Signage was installed 1/30/2019 and should generate activity.

800 E. Central Entrance "Central High School Property"

- Inquiries and continued follow up and discussions have been ongoing with several credible developers and potential purchasers.
- Attended event in late December in the Twin Cities with partner brokers and developers.
- Email blast to broker members on MNCAR.

I look forward to our upcoming meeting to discuss all of these details.

Respectfully,

Greg Follmer
Broker

ISD 709 Data Requests Received Information for School Board

- ISD 709 Policy 722-Public Data Requests is followed
- Data requests, however received, are forwarded to Business Services
- Data request is acknowledged
- All requests are tracked on a spreadsheet
- Every step in this process is tracked
 - When received, who's pulling data, communications, issues, etc
- Request for data is forwarded to appropriate department for retrieval
- Communications occur with requesting party
 - Status of request, timelines for completion, when clarifications needed
 - Discuss any fees, when data is ready
- Fees are collected before data is shared (when requesting party wants copies)
- Data is sent to requesting party
- Paper file stores all communications, etc. related to request
- Data requests are kept for three years (per records retention guidelines)

2018 *	New	In Progress	Closed
Totals	41	0	41

*March - December 2018 (started tracking in March)

2019	New	In Progress	Closed
as of 01/31/2019	6	3	3