

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

- | | |
|--|-----------|
| 1. <u>Financial Report</u> | |
| A. <u>Financial Report</u> | <u>4</u> |
| B. <u>Approval of Payment of Claims</u> - Attached as an "extra" | |
| C. <u>Budget Revisions</u> | <u>14</u> |
| D. <u>Wire Transfers</u> | <u>16</u> |
| E. <u>Investment Transactions</u> | <u>17</u> |
| F. <u>APU Projections</u> | <u>18</u> |
| G. <u>Fundraisers</u> | <u>21</u> |
| 2. <u>Bids, R.F.P.s and Quotes Reports</u> | |
| A. Bids - None | |
| B. <u>RFPs</u> - None | |
| C. <u>Quotes</u> | |
| 1) <u>Quote #4310 for District-Wide Chiller Inspection and Maintenance Services</u> | <u>22</u> |
| <p>Quotes were solicited from nine contractors for District-Wide Inspection and Maintenance Services. It is recommended the Duluth School Board approve entering into a contract with Johnson Controls, Inc. based on their low quote with an estimated value of \$38,896.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Quote tabulation is attached for your reference.</p> <p><u>Recommendation:</u> It is recommended that the Duluth School Board approve entering into a contract with Johnson Controls, Inc. for a total estimated value of \$38,896.00 for the period of May 1, 2019 through June 30, 2020. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority.</p> | |
| 3. <u>Policies and Regulations</u> | |
| A. <u>New Policy 307 - Conflict of Interest and Fiduciary Duty - Second Reading DEFINITELY POSTPONED from the February 2019 Board Meeting</u> | <u>28</u> |
| <p>Attached is new Policy 307 - Conflict of Interest and Fiduciary Duty for the second reading. There is no corresponding District or MSBA Model Policy.</p> | |

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

4. Contracts, Change Orders, and Leases

A. Contracts

- 1) Contract to Lease/Purchase Vehicles for Drivers Education Program - Freeway Auto Center, LLC 35

Attached is information regarding the lease and purchase of three vehicles to be used in the District's Driver's Education program. This agreement will have a three year cost of approximately \$34,104.

Recommendation: It is recommended that the Duluth School Board approve the lease/purchase agreements with Freeway Auto Center, LLC in the approximate amount of \$34,104. The School Board also authorizes the CFO/Executive Director of Business Services to sign and process all necessary documents.

B. Change Orders

- 1) **PLACEHOLDER - Other Change Orders**

C. Leases - None

5. Resolutions

- A. B-3-19-XXXX - Acceptance of Donations 36

Recommendation: It is recommended that the Duluth School Board approve Resolution 3-19-XXXX.

- B. **PLACEHOLDER B-3-19-XXXX - Resolution Authorizing the Issuance of Refunding Certificates of Participation, Series 2019A** 37

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-19-XXXX.

- C. **PLACEHOLDER B-3-19-XXXX - Resolution Authorizing the Issuance of Refunding Certificates of Participation, Series 2019B** 39

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-19-XXXX.

- D. **PLACEHOLDER B-3-19-XXXX - Resolution Authorizing the Issuance of Refunding Certificates of Participation, Series 2019C** 41

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-19-XXXX.

E. PLACEHOLDER - Sale of Property

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

- A. Expenditure Contracts 44

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

- B. Extension or Renewal Contracts - None

| | |
|--|------------|
| C. <u>No Cost Contracts</u> | <u>77</u> |
| The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of February 2019. | |
| D. <u>Revenue Contracts</u> | <u>82</u> |
| The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of February 2019. | |
| E. <u>Change Orders Signed - None</u> | |
| F. <u>Facilities Management & Capital Project Status Report</u> | <u>87</u> |
| G. <u>Property Sale Updates</u> | <u>88</u> |
| H. <u>Workman's Compensation Presentation</u> | <u>89</u> |
| Bob St. Arnold from Marsh & McLennan will join us for this meeting. | |
| I. <u>Denfeld Auto Auction Results</u> | <u>99</u> |
| J. <u>Preliminary Budget Considerations and Investments</u> | <u>100</u> |
| K. <u>Debt Service Restructuring/Refunding</u> | |
| L. <u>Even Year Election Update - no handout (verbal update)</u> | |
| 7. <u>Future Items</u> | |
| A. Policy Updates | |
| B. FY2019-20 Budget Committee of the Whole (end of 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 01/31/19**

| | Total | General Fund 1 | Food Service 2 | Transportation 3 | Community Education 4 | Operating Capital 5 | Construction 6 | Debt Service 7 | Trust & Agency 8 & 9 | Dental 20 | Student Activities 71 & 79 |
|------------------------------------|----------------|-------------------|-------------------|---------------------|--------------------------|------------------------|-------------------|-------------------|-------------------------|--------------|-------------------------------|
| Cash and investments 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 |
| Receivables (increase)/decrease - | 340,470 | 340,980 | (6,952) | (6,668) | 12,000 | (43) | - | - | - | 1,153 | - |
| Payables increase/(decrease) - | 217,676 | (155,133) | 31,588 | 71,539 | 98,959 | 42,114 | 128,609 | - | - | - | - |
| Revenues increase/(decrease) - | 15,930,033 | 10,037,779 | 344,130 | 175,498 | 1,487,695 | 3,383,246 | 1,570 | 418,764 | 2,866 | 78,484 | - |
| Expenditures (increase)/decrease - | (30,097,853) | (10,638,732) | (313,655) | (525,278) | (501,222) | (269,056) | (129,299) | (17,489,217) | (177,630) | (53,763) | - |
| Cash and investments 1/31/2019 | \$ 92,348,728 | \$ 3,255,759 | \$ 1,051,684 | \$ (3,579,912) | \$ 3,801,142 | \$ 4,970,817 | \$ 467,386 | \$ 79,427,158 | \$ 1,338,029 | \$ 449,598 | \$ 1,167,067 |

| | | Percent of year | | | 58.33% | |
|-----------------------------------|----|-----------------|----------------|----------------|----------------|-----------|
| | | General Fund | | | | |
| | | Jan-19 | | | | |
| | | FY19 | FY 19 Budget | | Revised | Percent |
| | | Actual | Adopted | Revised | Budget | Budget |
| | | | | | Balance | Remaining |
| Revenues | | | | | | |
| Levy | \$ | 4,588,234 | \$ 12,802,626 | \$ 12,780,894 | \$ 8,192,660 | 64% |
| State aids | | 34,568,784 | 71,873,563 | 70,172,749 | 35,603,965 | 51% |
| Special ED (fin 740) | | 9,157,735 | 13,737,860 | 13,496,247 | 4,338,512 | 32% |
| Federal | | 2,679,859 | 5,623,431 | 6,062,364 | 3,382,505 | 56% |
| Other | | 388,241 | - | - | (388,241) | |
| Other Local | | 1,570,705 | 2,949,850 | 3,038,576 | 1,467,871 | 48% |
| Student Activities | | 283,224 | 1,496,993 | 1,496,993 | 1,213,769 | 81% |
| <hr/> | | | | | | |
| Total Revenue | \$ | 53,236,782 | \$ 108,484,323 | \$ 107,047,823 | \$ 53,811,041 | 50% |
| <hr/> | | | | | | |
| Expenditures | | | | | | |
| 010-050 Administration | \$ | 2,541,280 | \$ 4,885,552 | \$ 5,233,249 | \$ 2,691,969 | 51% |
| 105-110 District Support Services | | 3,532,319 | 4,049,994 | 5,405,077 | 1,872,758 | 35% |
| 200-298 Elem & Secondary Reg | | 18,732,431 | 42,493,820 | 42,704,746 | 23,972,315 | 56% |
| 300-380 Vocational Education | | 740,008 | 1,701,341 | 1,728,300 | 988,292 | 57% |
| 400-422 Special Education | | 10,514,762 | 23,158,015 | 22,384,304 | 11,869,542 | 53% |
| 505-590 Community Education | | | | | | |
| 605-640 Instructional Support | | 1,890,226 | 3,890,733 | 4,010,998 | 2,120,772 | 53% |
| 710-770 Pupil Support | | 4,393,411 | 8,047,695 | 7,986,430 | 3,593,019 | 45% |
| 805-865 Sites and Buildings | | 5,153,067 | 15,160,113 | 12,826,601 | 7,673,534 | 60% |
| 910-940 Fiscal & Other Fixed | | 149,632 | 3,480,000 | 3,260,000 | 3,110,368 | 95% |
| Student Activities | | 203,330 | 1,496,993 | 1,496,993 | 1,293,663 | 86% |
| <hr/> | | | | | | |
| Total Expenditures | \$ | 47,850,466 | \$ 108,364,256 | \$ 107,036,698 | \$ 59,186,232 | 55% |
| <hr/> | | | | | | |
| Excess Rev Over (Under) | \$ | 5,386,316 | \$ 120,067 | \$ 11,125 | \$ (5,375,191) | |

| | | Percent of year | | | 58.33% | |
|-----------------------------------|----|---------------------------|---------------|---------------|----------------|-----|
| | | General Fund Unrestricted | | | | |
| | | Jan-19 | | | | |
| | | FY19 | FY 19 Budget | | Revised | |
| | | Actual | Adopted | Revised | Budget | |
| | | | | | Balance | |
| | | | | | Percent | |
| | | | | | Budget | |
| | | | | | Remaining | |
| Revenues | | | | | | |
| Levy | \$ | 3,517,762 | \$ 9,519,071 | \$ 9,497,339 | \$ 5,979,577 | 63% |
| State aids | | 33,855,196 | 61,109,019 | 59,230,727 | 25,375,531 | 43% |
| Special ED (fin 740) | | 9,157,735 | 13,737,860 | 13,496,247 | 4,338,512 | 32% |
| Federal | | - | - | - | - | |
| Other | | 388,241 | - | - | (388,241) | |
| Other Local | | 972,089 | 2,095,153 | 2,185,259 | 1,213,170 | 56% |
| Student Activities | | 283,224 | 1,496,993 | 1,496,993 | 1,213,769 | 81% |
| <hr/> | | | | | | |
| Total Revenue | \$ | 48,174,247 | \$ 87,958,096 | \$ 85,906,565 | \$ 37,732,318 | 44% |
| <hr/> | | | | | | |
| Expenditures | | | | | | |
| 010-050 Administration | \$ | 2,541,280 | \$ 4,885,552 | \$ 5,233,249 | \$ 2,691,969 | 51% |
| 105-110 District Support Services | | 3,487,631 | 3,899,994 | 5,265,381 | 1,777,750 | 34% |
| 200-298 Elem & Secondary Reg | | 13,595,821 | 30,362,497 | 30,061,221 | 16,465,400 | 55% |
| 300-380 Vocational Education | | 665,811 | 1,569,790 | 1,579,234 | 913,423 | 58% |
| 400-422 Special Education | | 8,830,182 | 20,296,764 | 19,576,287 | 10,746,105 | 55% |
| 505-590 Community Education | | | | | | |
| 605-640 Instructional Support | | 890,283 | 1,446,097 | 1,473,176 | 582,893 | 40% |
| 710-770 Pupil Support | | 4,179,264 | 8,047,695 | 7,873,160 | 3,693,896 | 47% |
| 805-865 Sites and Buildings | | 4,140,125 | 12,352,647 | 10,019,135 | 5,879,010 | 59% |
| 910-940 Fiscal & Other Fixed | | 149,632 | 3,260,000 | 3,260,000 | 3,110,368 | 95% |
| Student Activities | | 203,330 | 1,496,993 | 1,496,993 | 1,293,663 | 86% |
| <hr/> | | | | | | |
| Total Expenditures | \$ | 38,683,359 | \$ 87,618,029 | \$ 85,837,836 | \$ 47,154,477 | 55% |
| <hr/> | | | | | | |
| Excess Rev Over (Under) | \$ | 9,490,888 | \$ 340,067 | \$ 68,729 | \$ (9,422,159) | |

| | Percent of year | | | 58.33% | |
|-----------------------------------|-----------------------|----------------------|----------------------|----------------------|------------|
| General Fund Restricted | | | | | |
| Jan-19 | | | | | |
| | 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 | 713,588 | 10,764,544 | 10,942,022 | 10,228,434 | 93% |
| Special ED (fin 740) | - | - | - | - | |
| Federal | 2,679,859 | 5,623,431 | 6,062,364 | 3,382,505 | 56% |
| Other | - | - | - | - | |
| Other Local | 598,616 | 854,697 | 853,317 | 254,701 | 30% |
| Student Activities | - | - | - | - | |
| Total Revenue | \$ 5,062,535 | \$ 20,526,227 | \$ 21,141,258 | \$ 16,078,723 | 76% |
| Expenditures | | | | | |
| 010-050 Administration | \$ - | \$ - | \$ - | \$ - | |
| 105-110 District Support Services | 44,688 | 150,000 | 139,696 | 95,008 | 68% |
| 200-298 Elem & Secondary Reg | 5,136,610 | 12,131,323 | 12,643,525 | 7,506,915 | 59% |
| 300-380 Vocational Education | 74,197 | 131,551 | 149,066 | 74,869 | 50% |
| 400-422 Special Education | 1,684,580 | 2,861,251 | 2,808,017 | 1,123,437 | 40% |
| 505-590 Community Education | | | | | |
| 605-640 Instructional Support | 999,943 | 2,444,636 | 2,537,822 | 1,537,879 | 61% |
| 710-770 Pupil Support | 214,147 | - | 113,270 | (100,877) | |
| 805-865 Sites and Buildings | 1,012,942 | 2,807,466 | 2,807,466 | 1,794,524 | 64% |
| 910-940 Fiscal & Other Fixed | - | - | - | - | |
| Student Activities | | | | | |
| Total Expenditures | \$ 9,167,107 | \$ 20,526,227 | \$ 21,198,862 | \$ 12,031,755 | 57% |
| Excess Rev Over (Under) | \$ (4,104,572) | \$ - | \$ (57,604) | \$ 4,046,968 | |

Percent of year **58.33%**

**Food Service Fund
Jan-19**

| | FY19 Actual | FY 19 Budget | | Revised Budget Balance | Percent Budget Remaining |
|-----------------------------------|---------------------|-----------------------|---------------------|------------------------------|--------------------------------|
| | | Adopted | Revised | | |
| Revenues | | | | | |
| Levy | \$ - | \$ - | \$ - | \$ - | |
| State aids | 103,731 | 220,000 | 220,000 | 116,269 | 53% |
| Special ED (fin 740) | - | - | - | - | |
| Federal | 1,080,346 | 2,617,000 | 2,633,320 | 1,552,974 | 59% |
| Other | 700,340 | 6,000 | 1,259,500 | 559,160 | 44% |
| Other Local | 7,204 | | 6,000 | (1,204) | -20% |
| Student Activities | - | - | - | - | |
| Total Revenue | \$ 1,891,621 | \$ 2,843,000 | \$ 4,118,820 | \$ 2,227,199 | 54% |
| 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 | 1,860,633 | 4,182,661 | 4,258,981 | 2,398,348 | 56% |
| 805-865 Sites and Buildings | - | - | - | - | |
| 910-940 Fiscal & Other Fixed | - | - | - | - | |
| Student Activities | - | - | - | - | |
| Total Expenditures | \$ 1,860,633 | \$ 4,182,661 | \$ 4,258,981 | \$ 2,398,348 | 56% |
| Excess Rev Over (Under) | \$ 30,988 | \$ (1,339,661) | \$ (140,161) | \$ (171,149) | |

Percent of year **58.33%**

**Community Service Fund
Jan-19**

| | FY19 Actual | FY 19 Budget | | Revised Budget Balance | Percent Budget Remaining |
|--|---------------------|---------------------|---------------------|------------------------------|--------------------------------|
| | | Adopted | Revised | | |
| Revenues | | | | | |
| Levy | \$ 388,235 | \$ 972,505 | \$ 972,505 | \$ 584,270 | 60% |
| State aids | 2,639,723 | 2,548,536 | 2,555,511 | (84,212) | -3% |
| Special ED (fin 740) | - | - | - | - | |
| Federal | 931,637 | 2,093,958 | 2,048,712 | 1,117,075 | 55% |
| Other | - | - | - | - | |
| Other Local | 1,249,594 | 1,787,700 | 1,792,700 | 543,106 | 30% |
| Student Activities | - | - | - | - | |
| Total Revenue | \$ 5,209,189 | \$ 7,402,699 | \$ 7,369,428 | \$ 2,160,239 | 29% |
| Expenditures | | | | | |
| 010-050 Administration | \$ - | \$ - | \$ - | \$ - | |
| 105-110 District Support Services | - | - | - | - | |
| 200-298 Elem & Secondary Reg | - | - | - | - | |
| 300-380 Vocational Education | - | - | - | - | |
| 400-422 Special Education | - | - | - | - | |
| 505-590 Community Education | 3,556,317 | 7,674,184 | 7,644,913 | 4,088,596 | 53% |
| 605-640 Instructional Support | - | - | - | - | |
| 710-770 Pupil Support | - | - | - | - | |
| 805-865 Sites and Buildings | - | - | - | - | |
| 910-940 Fiscal & Other Fixed Student Activities | - | - | - | - | |
| Total Expenditures | \$ 3,556,317 | \$ 7,674,184 | \$ 7,644,913 | \$ 4,088,596 | 53% |
| Excess Rev Over (Under) | \$ 1,652,872 | \$ (271,485) | \$ (275,485) | \$ (1,928,357) | |

Percent of year **58.33%**

**Capital Projects Fund
Jan-19**

| | 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 | 8,336 | - | - | (8,336) | |
| Student Activities | - | - | - | - | |
| Total Revenue | \$ 8,336 | \$ - | \$ - | \$ (8,336) | |
| 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 | 225,068 | - | 642,690 | 417,622 | |
| 910-940 Fiscal & Other Fixed Student Activities | - | - | - | - | |
| Total Expenditures | \$ 225,068 | \$ - | \$ 642,690 | \$ 417,622 | |
| Excess Rev Over (Under) | \$ (216,732) | \$ - | \$ (642,690) | \$ (425,958) | |

| | | Percent of year | | | 58.33% | |
|-----------------------------------|----|-------------------|-----------------|-----------------|-----------------|-----|
| | | Debt Service Fund | | | | |
| | | Jan-19 | | | | |
| | | 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 | | 835,743 | 833,957 | 833,957 | (1,786) | 0% |
| Other | | - | - | - | - | |
| Other Local | | 296,055 | 1,000,000 | 1,000,000 | 703,945 | 70% |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Revenue | \$ | 9,088,532 | \$ 22,306,905 | \$ 22,306,905 | \$ 13,218,373 | 59% |
| <hr/> | | | | | | |
| 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 | | 23,035,723 | 105,560,113 | 105,560,113 | 82,524,390 | 78% |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Expenditures | \$ | 23,035,723 | \$ 105,560,113 | \$ 105,560,113 | \$ 82,524,390 | 78% |
| <hr/> | | | | | | |
| Excess Rev Over (Under) | \$ | (13,947,191) | \$ (83,253,208) | \$ (83,253,208) | \$ (69,306,017) | |

| | | Trust Fund Jan-19 | | | Percent of year | 58.33% |
|-----------------------------------|----|----------------------|----------------|----------------|------------------------------|--------------------------------|
| | | 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 | | 16,382 | 262,450 | 262,450 | 246,068 | 94% |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Revenue | \$ | 16,382 | \$ 262,450 | \$ 262,450 | \$ 246,068 | <u>94%</u> |
| Expenditures | | | | | | |
| 010-050 Administration | \$ | - | \$ - | \$ - | \$ - | |
| 105-110 District Support Services | | - | - | - | - | |
| 200-298 Elem & Secondary Reg | | 710,522 | 1,421,043 | 1,421,043 | 710,521 | 50% |
| 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 | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Expenditures | \$ | 710,522 | \$ 1,421,043 | \$ 1,421,043 | \$ 710,521 | <u>50%</u> |
| <hr/> | | | | | | |
| Excess Rev Over (Under) | \$ | (694,140) | \$ (1,158,593) | \$ (1,158,593) | \$ (464,453) | |

Percent of year **58.33%**

Dental Internal Service Fund
Jan-19

| | 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 | 588,672 | 840,000 | 840,000 | 251,328 | 30% |
| Student Activities | - | - | - | - | |
| Total Revenue | \$ 588,672 | \$ 840,000 | \$ 840,000 | \$ 251,328 | 30% |
| 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 | 217,174 | 819,000 | 819,000 | 601,826 | 73% |
| Total Expenditures | \$ 217,174 | \$ 819,000 | \$ 819,000 | \$ 601,826 | 73% |
| Excess Rev Over (Under) | \$ 371,498 | \$ 21,000 | \$ 21,000 | \$ (350,498) | |

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 01/31/2019

| <u>CHECK DATE</u> | <u>VENDOR ID</u> | <u>DESCRIPTION</u> | <u>MSDLFA</u> |
|-------------------|------------------|-------------------------------|----------------------|
| 01/11/2019 | V109781 | AFSCME MN COUNCIL 5 EFT | 11,318.75 |
| 01/11/2019 | V79764 | DULUTH FEDERATION OF TEA | 34,231.26 |
| 01/11/2019 | V106637 | EBC - FLEX EFT | 9,488.79 |
| 01/11/2019 | V106636 | EBC - TSA EFT | 60,510.82 |
| 01/11/2019 | V79771 | EDUCATION MN CLERICAL EFT | 878.95 |
| 01/11/2019 | V110013 | EDUCATION MN INTEGRATION EFT | 89.82 |
| 01/11/2019 | V102915 | FEDERAL 941 PR TAXES | 545,602.60 |
| 01/11/2019 | V107231 | HARBOR POINTE CREDIT UNION | 6,398.00 |
| 01/11/2019 | V108066 | MG TRUST | 130,412.07 |
| 01/11/2019 | V05173 | MN CHILD SUPPORT EFT | 1,559.07 |
| 01/11/2019 | V108320 | MN DEPT OF REVENUE EFT | 601.95 |
| 01/11/2019 | V102916 | MN STATE PR TAXES | 95,089.04 |
| 01/11/2019 | V79708 | PUBLIC EMPLOYEES RETIREMENT | 84,950.26 |
| 01/11/2019 | V108783 | TEACHERS RETIREMENT ASSOC EFT | 273,544.81 |
| 01/11/2019 | V79704 | U S BANK - PY DIRECT DEPOSIT | 1,558,674.38 |
| 01/24/2019 | V106737 | ASSOCIATED BANK (EFT) | 5,085,553.75 |
| 01/24/2019 | V06645 | MEDICA HEALTH PLAN (EFT) | 174,436.00 |
| 01/24/2019 | V106638 | PEIP - HLTH EFT | 1,398,461.88 |
| 01/24/2019 | V05012 | U S BANK TRUST N A CORP EFT | 12,403,663.09 |
| 01/24/2019 | V80030 | DELTA DENTAL PLAN OF MN(EFT) | 53,762.74 |
| 01/24/2019 | V104923 | HARRIS BANK | 20,070.75 |
| 01/24/2019 | V100499 | MN DEPT OF REVENUE EFT | 133.00 |
| 01/24/2019 | V05246 | MN UI FUND EFT | 3,587.96 |
| 01/25/2019 | V106466 | CITISTREET FOR MSRS | 235,734.61 |
| 01/25/2019 | V79764 | DULUTH FEDERATION OF TEA | 34,445.25 |
| 01/25/2019 | V106637 | EBC - FLEX EFT | 9,647.55 |
| 01/25/2019 | V106636 | EBC - TSA EFT | 90,594.07 |
| 01/25/2019 | V79771 | EDUCATION MN CLERICAL EFT | 878.95 |
| 01/25/2019 | V110013 | EDUCATION MN INTEGRATION EFT | 89.82 |
| 01/25/2019 | V102915 | FEDERAL 941 PR TAXES | 581,278.06 |
| 01/25/2019 | V107231 | HARBOR POINTE CREDIT UNION | 6,671.00 |
| 01/25/2019 | V108066 | MG TRUST | 133,347.27 |
| 01/25/2019 | V05173 | MN CHILD SUPPORT EFT | 1,559.07 |
| 01/25/2019 | V108320 | MN DEPT OF REVENUE EFT | 224.92 |
| 01/25/2019 | V102916 | MN STATE PR TAXES | 101,907.70 |
| 01/25/2019 | V79708 | PUBLIC EMPLOYEES RETIREMENT | 100,430.78 |
| 01/25/2019 | V108783 | TEACHERS RETIREMENT ASSOC EFT | 278,041.35 |
| 01/25/2019 | V79704 | U S BANK - PY DIRECT DEPOSIT | 1,688,818.05 |
| | | | <u>25,216,688.19</u> |

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

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

Add Purchases:

| <u>Date</u> | <u>Issuer</u> | <u>Broker</u> | <u>Matures</u> | <u>Yield (YTM)</u> | |
|-------------|----------------------|---------------|----------------|--------------------|------------------|
| 1/25/2019 | MN Trust Term Series | MNT | 1/29/2019 | 2.43% | \$ 17,000,000.00 |

Total Purchases \$ 17,000,000.00

Deduct Maturities/Calls/Sales:

| <u>Date</u> | <u>Issuer</u> | <u>Broker</u> | <u>Matures</u> | <u>Yield (YTM)</u> | |
|-------------|--------------------------------|---------------|----------------|--------------------|------------------|
| 1/3/2019 | Medallion Bk Salt Lake City UT | MBS | 1/3/2019 | 1.85% | \$ 248,751.00 |
| 1/7/2019 | Sterling Bk Poplar Bluff MO | MBS | 1/7/2019 | 1.50% | \$ 246,407.20 |
| 1/10/2019 | United States Treasury Bills | MBS | 1/10/2019 | 2.05% | \$ 1,989,160.00 |
| 1/15/2019 | US Treasury N/B | MNT | 1/15/2019 | 2.03% | \$ 994,414.06 |
| 1/24/2019 | United States Treasury Bills | MBS | 1/24/2019 | 2.20% | \$ 994,600.00 |
| 1/25/2019 | MN Trust Term Series | MNT | 1/25/2019 | 2.40% | \$ 8,000,000.00 |
| 1/29/2019 | MN Trust Term Series | MNT | 1/29/2019 | 2.43% | \$ 17,000,000.00 |

Total Maturities \$ 29,473,332.26

Other items:

| | | |
|------|--|-----------|
| Add: | Money Market Funds Interest | \$ 125.09 |
| | 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 \$ 125.09

Ending Investment Balance (January 31, 2019) \$ 222,938.81

Note: Ending Investment Balance as of January 31, 2018 was \$221,698.23

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

| Grade Levels | Mar Enrollment | Progression to PU | Projected PU | PUW | Projected APU | MFR EOY APU 1718 |
|-----------------------------|----------------|-------------------|--------------|-------|----------------|------------------|
| KG | 578 | 0.994987456 | 575.10 | 1.00 | 575.10 | 607.06 |
| HK | 78 | 1.086703763 | 84.76 | 1.00 | 84.76 | 74.02 |
| Gr 1-3 | 1849.88 | 0.991908080 | 1834.91 | 1.00 | 1834.91 | 1844.36 |
| Gr 4-6 | 1855.59 | 0.982146024 | 1822.46 | 1.00 | 1822.46 | 1789.58 |
| Gr 7-8 | 1191.7 | 0.961157341 | 1145.41 | 1.20 | 1374.49 | 1399.07 |
| Gr 9-12 | 2731.58 | 0.947648235 | 2588.58 | 1.20 | 3106.29 | 3114.90 |
| Sub-Total | 8284.75 | 5.964550898 | 8051.23 | | 8798.02 | 8828.99 |
| Other APU Generators | | | | | | |
| | Mar Enrollment | Progression to PU | Projected PU | PUW | Projected APU | |
| Early Childhood | 253 | 0.385273115 | 97.47 | 1.000 | 97.47 | 100.33 |
| Early Childhood Details | Final Count | Mar 1 Count | Final PU | | | |
| 15-16 | 367.00 | 244 | 86.97 | | | |
| 16-17 | 384.00 | 229 | 95.08 | | | |
| 17-18 | 422.00 | 258 | 100.32 | | | |
| 18-19* | | 253 | 97.47 | | | |
| 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 | | | | | 8895.50 | 8929.32 |
| Budgeted APU | | | | | 8884.00 | |
| Net | | | | | 11.50 | |

* Projected

** Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

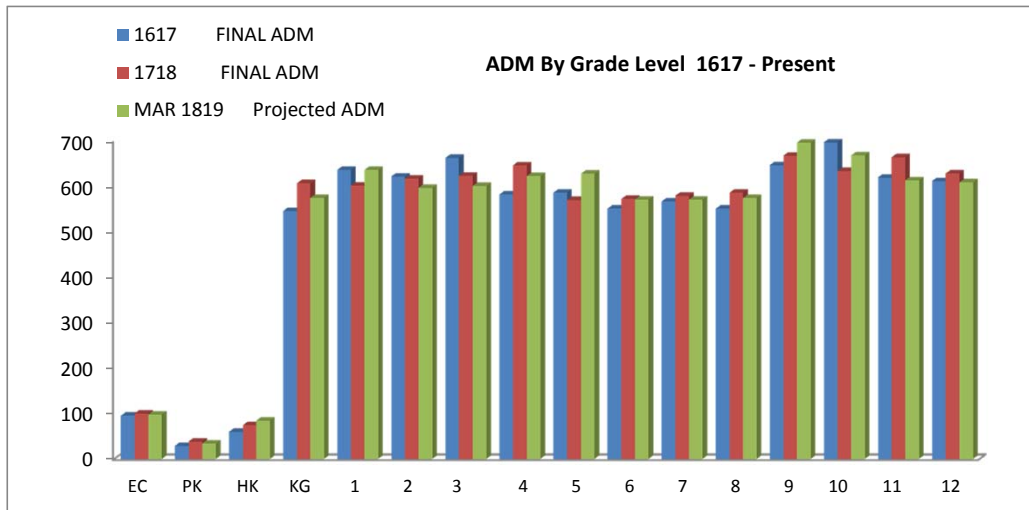
EOY: End of Year

MFR:MN Funding Reports

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

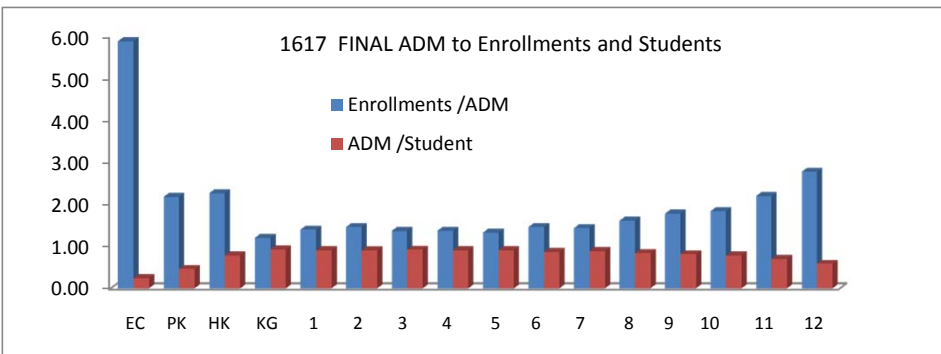
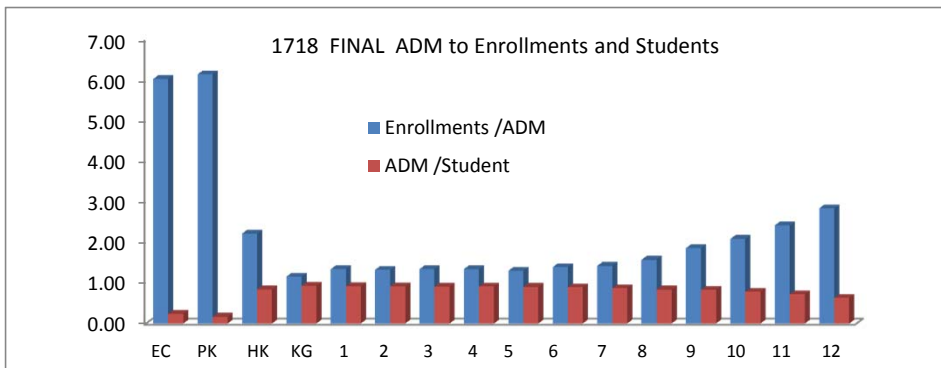
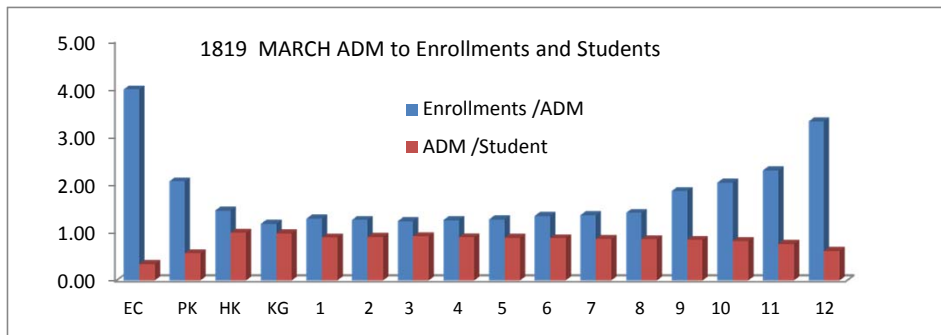
| Grade | Total Number of Enrollments | Unique Student Count | Current Enrollments | Projected ADM | Budgeted ADM | Enrollments /ADM | ADM /Student |
|---------------|-----------------------------|----------------------|---------------------|----------------|---------------|------------------|--------------|
| EC | 390 | 283 | 253 | 97.47 | 97.00 | 4.00 | 0.34 |
| PK | 71 | 60 | 57 | 34.20 | 48.10 | 2.08 | 0.57 |
| HK | 124 | 85 | 78 | 84.76 | 67.00 | 1.46 | 1.00 |
| KG | 681 | 585 | 578 | 575.10 | 568.00 | 1.18 | 0.98 |
| 1 | 824 | 708 | 641.88 | 636.69 | 660.00 | 1.29 | 0.90 |
| 2 | 758 | 655 | 602 | 597.13 | 581.00 | 1.27 | 0.91 |
| 3 | 746 | 650 | 606 | 601.10 | 610.00 | 1.24 | 0.92 |
| 4 | 786 | 689 | 634 | 622.68 | 599.00 | 1.26 | 0.90 |
| 5 | 803 | 703 | 639.69 | 628.27 | 631.00 | 1.28 | 0.89 |
| 6 | 773 | 646 | 581.9 | 571.51 | 547.00 | 1.35 | 0.88 |
| 7 | 780 | 657 | 594.1 | 571.02 | 593.00 | 1.37 | 0.87 |
| 8 | 813 | 665 | 597.6 | 574.39 | 613.00 | 1.42 | 0.86 |
| 9 | 1305 | 821 | 735.68 | 697.17 | 681.00 | 1.87 | 0.85 |
| 10 | 1370 | 811 | 705.6 | 668.66 | 655.00 | 2.05 | 0.82 |
| 11 | 1415 | 800 | 647.6 | 613.70 | 590.00 | 2.31 | 0.77 |
| 12 | 2027 | 990 | 642.7 | 609.05 | 638.00 | 3.33 | 0.62 |
| Total: | 13666 | 9808 | 8594.75 | 8182.90 | 8178.1 | 1.67 | 0.88 |

| GRADE | 1617 FINAL ADM | 1718 FINAL ADM | MAR 1819 Projected ADM |
|---------------|----------------|----------------|------------------------|
| EC | 95.09 | 100.31 | 97.47 |
| PK | 28.85 | 38.4 | 34.20 |
| HK | 59.83 | 74.02 | 84.76 |
| KG | 546.04 | 607.06 | 575.10 |
| 1 | 636.59 | 602.43 | 636.69 |
| 2 | 622.13 | 617.88 | 597.13 |
| 3 | 662.99 | 624.05 | 601.10 |
| 4 | 582.37 | 646.85 | 622.68 |
| 5 | 586.63 | 570.25 | 628.27 |
| 6 | 551.39 | 572.48 | 571.51 |
| 7 | 567.26 | 579.71 | 571.02 |
| 8 | 551.08 | 586.18 | 574.39 |
| 9 | 647.17 | 668.14 | 697.17 |
| 10 | 697.38 | 634.02 | 668.66 |
| 11 | 619.99 | 664.72 | 613.70 |
| 12 | 612.03 | 628.87 | 609.05 |
| Total: | 8066.82 | 8215.37 | 8182.90 |




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

| Grade | Total Number of Enrollments | Unique Student Count | Current Enrollments | Projected ADM | Budgeted ADM | Enrollments /ADM | ADM /Student |
|---------------|-----------------------------|----------------------|---------------------|----------------|----------------|------------------|--------------|
| EC | 390 | 283 | 253 | 97.47 | 97.00 | 4.00 | 0.34 |
| PK | 71 | 60 | 57 | 34.20 | 48.10 | 2.08 | 0.57 |
| HK | 124 | 85 | 78 | 84.76 | 67.00 | 1.46 | 1.00 |
| KG | 681 | 585 | 578 | 575.10 | 568.00 | 1.18 | 0.98 |
| 1 | 824 | 708 | 641.88 | 636.69 | 660.00 | 1.29 | 0.90 |
| 2 | 758 | 655 | 602 | 597.13 | 581.00 | 1.27 | 0.91 |
| 3 | 746 | 650 | 606 | 601.10 | 610.00 | 1.24 | 0.92 |
| 4 | 786 | 689 | 634 | 622.68 | 599.00 | 1.26 | 0.90 |
| 5 | 803 | 703 | 639.69 | 628.27 | 631.00 | 1.28 | 0.89 |
| 6 | 773 | 646 | 581.9 | 571.51 | 547.00 | 1.35 | 0.88 |
| 7 | 780 | 657 | 594.1 | 571.02 | 593.00 | 1.37 | 0.87 |
| 8 | 813 | 665 | 597.6 | 574.39 | 613.00 | 1.42 | 0.86 |
| 9 | 1305 | 821 | 735.68 | 697.17 | 681.00 | 1.87 | 0.85 |
| 10 | 1370 | 811 | 705.6 | 668.66 | 655.00 | 2.05 | 0.82 |
| 11 | 1415 | 800 | 647.6 | 613.70 | 590.00 | 2.31 | 0.77 |
| 12 | 2027 | 990 | 642.7 | 609.05 | 638.00 | 3.33 | 0.62 |
| Total: | 13666 | 9808 | 8594.75 | 8182.90 | 8178.10 | 1.67 | 0.88 |



Memorandum

To: **Duluth School Board**
Cathy Erickson, CFO/Executive Director of Business Services

From: **Dave Spooner** 
Manager of Facilities

Date: **February 27, 2019**

Re: **Quote #4310 for District-Wide Chiller Inspection and Maintenance Services**

Quote #4310 was solicited according to statute and School Board Policy for services to be performed from May 1, 2019 through June 30, 2020 (current contract is expiring prior to start date; therefore, this will bring contract dates in line with the District's fiscal year), with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Quote #4312 - District-Wide Chiller Inspection and Maintenance Services

Quotes were solicited from nine contractors for District-Wide Inspection and Maintenance Services. It is recommended the Duluth School Board approve entering into a contract with Johnson Controls, Inc. based on their low quote with an estimated value of \$38,896.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Johnson Controls, Inc. for a total estimated value of \$38,896.00 for the period of May 1, 2019 through June 30, 2020. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Johnson Controls, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 1, 2019 and shall remain in effect until June 30, 2020, 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 #4310 District-Wide Chiller Inspection and Maintenance Services for the period of May 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$38,896.00. Total Contract award amount to be determined through execution of this contract based upon inspection amount, hourly service rates and materials as defined in the contractor's quote.

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 at an annual rate of approximately \$38,896.00 based on inspection amount, hourly rates for service and materials as defined in contractor's quote. 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 receipt of all required inspection reports and 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: David Spooner, 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 Johnson Controls, Inc., 4627 Airpark Blvd, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

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

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): 27

| | | | | | |
|----|-----|-----|-----|-----|--------|
| 01 | 810 | 015 | 000 | 000 | 130500 |
|----|-----|-----|-----|-----|--------|

Board Chair

Date

Text highlighted in gray = changes made from the February School Board meeting. 28

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. The Duluth Public Schools contract template will require all contractors to review and abide by this policy. The policy will be available on the District’s website.**

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:

Freeway Auto Center & Kia of Duluth



1701 West Michigan St. • Duluth, MN 55806
Phone (218) 722-4542 • Fax (218) 336-1745



35

Duluth Public School District

February 12, 2019

Proposal F: Three 2019 Kia Soul

Government 5 Star Safety Rating (NHSTA) – 5 Star Overall Rating*

IIHS Top Safety Pick

The attached purchase agreement is for a 2019 Kia Soul. Each 2019 Kia Soul comes with the following warranties:

10 year / 100,000 Mile Limited Powertrain Warranty

5 year / 60,000 Mile Limited Basic Warranty

5 year / 60,000 Mile Roadside Assistance

Terms:

\$288.00 per month

36 Payments

2.9% APR

\$1,000.00 down

\$165.50 fees

\$288.00 month / 36 payments

\$10,368 total of payments + \$1,000 down = \$11,368 per vehicle

Payment based on a 60 month amortization

Guaranteed repurchase option:

If at the end of three years the three 2019 Kia Souls have less than 50,000 miles each and are in average or better condition, we will repurchase the vehicles for the remaining balance of the loan minus a \$300.00 inspection and recon fee. If the miles are over 50,000 a deduction of \$.25 per mile will be charged and payment required at time of vehicle turn-in.

This proposal is good until April 1, 2019. It is subject to availability and rebate or program changes.

Brad Nelson

General Manager

*According to Monroney Sticker – Federally mandated window sticker

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

| SCHOOL | DONOR | AMOUNT | RESTRICTION | COMMENTS |
|------------------|--|---------------|---|--|
| Congdon | Advantage Emblem & Screen Printing | \$355.00 | None | Congdon's share of the fundraising amount on the Advantage Emblem web store |
| Denfeld | Kenneth A. Wilcox | In Kind | Automotive class | 1996 Ford PS COF pick up |
| East | Minnesota Sandwich Shops LLC DBA Jersey Mikes | \$363.00 | Activities | 'Coupons' where given to the public so they would get a free sub if they donated \$2 to East High School |
| East | Craig and Jean Peterson | \$100.00 | Drama | |
| East | Rotary Club of Duluth Harbortown MN USA Inc | \$1,000.00 | \$500 to Aerospace \$500 to Journalism | |
| East | Duluth Lions Club | \$100.00 | Choralaires | |
| Head Start | Jane Killough | \$50.00 | None | |
| Laura MacArthur | Kiwanis Club of Friendly Duluth | \$500.00 | Lego Robotics | |
| Lincoln Park | Christine Good | In Kind | None | Dozen pair of winter gloves |
| Piedmont | Rod & Judy Ness | \$50.00 | Unpaid lunch balances | Donation given in memory of Julie Fronden, Child Nutrition Helper |
| Piedmont | Jack & Lynn Holmgren | \$25.00 | Unpaid lunch balances | Donation given in memory of Julie Fronden, Child Nutrition Helper |
| Special Services | YourCause Corporate Giving Programs | \$195.00 | Special Services | |

RESOLUTION

Authorizing the Issuance of Refunding Certificates of Participation, Series 2019A

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

Section 1. Authority and Background.

1.01 Pursuant to the authority contained in Minnesota Statutes, Section 465.71 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

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

1.03 By Resolution No. B-9-09-2680, adopted September 17, 2009, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into a lease purchase agreement pursuant to the Act to finance the costs of the Project and issuing certificates of participation in the rental payments under the lease purchase agreement in the principal amount of \$35,400,000 pursuant to a declaration of trust.

1.04 The District determined to acquire, construct and equip the Project approved by the Commissioner of Education pursuant to the Act, through a Lease Purchase Agreement, dated as of October 1, 2009 (the “Lease Purchase Agreement”) between Associated Trust Company, National Association, as lessor (the “Lessor”) and the District. In order to provide funds for the Project, the District authorized the issuance of \$35,400,000 Certificates of Participation, Series 2009B, dated October 1, 2009 (the “2009B Certificates”) pursuant to a Declaration of Trust by and between Associated Trust Company, National Association, as trustee (the “Trustee”) and the District (the “Declaration”).

1.05 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Lease Purchase Agreement dated as of October 1, 2010, with the Lessor which amended the Lease Purchase Agreement and a Supplement to Declaration of Trust dated as of October 1, 2010 with the Trustee, which supplemented the Declaration, in connection with the \$1,605,000 Certificates of Participation, Series 2010D dated October 1, 2010 (the “2010D Certificates”), the proceeds of which financed the Project, as amended.

1.06 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Lease Purchase Agreement dated as of June 1, 2012, with the Lessor which amended the Lease Purchase Agreement, as amended, and a Supplement to Declaration of Trust, dated as of June 1, 2012, which supplemented the Declaration, as supplemented, in connection with the \$6,340,000 Certificates of Participation, Series 2012B, dated June 27, 2012, the proceeds of which financed the Project, as amended.

1.07 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District hereby determines that it is necessary, in order to extend and adjust the maturities of the 2009B Certificates in relation to the resources available for their payment, and to refinance the outstanding 2009B Certificates through the issuance of Refunding Certificates of Participation, Series 2019A (the “2019A Certificates”).

Section 2. Sale of 2019A Certificates.

2.01 The School Board has determined to retain an independent municipal advisor to provide pricing opinion services in connection with the sale of the 2019A Certificates. The School Board desires to proceed with the sale of the 2019A Certificates by direct negotiation with Robert W. Baird & Co. in Milwaukee, Wisconsin (“Baird”), as underwriter.

2.02 Any officer of the School Board and the Superintendent or Executive Director of Business Services (the “Pricing Committee”), are hereby authorized to approve the sale of the 2019A Certificates and to execute a bond purchase agreement for the purchase of the 2019A Certificates with Baird.

2.03 Upon approval of the sale of the 2019A Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04 Baird is authorized to prepare and distribute an official statement related to the sale of the 2019A Certificates.

2.05 If the Pricing Committee has not approved the sale of the 2019A Certificates to Baird and executed the related bond purchase agreement by October 1, 2019, this resolution shall expire.

Section 3. 2019A Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2019A Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Lease Purchase Agreement and a supplement to the Declaration.

RESOLUTION

Authorizing the Issuance of Full Term Refunding Certificates of Participation, Series 2019B

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

Section 1. Authority and Background.

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

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

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

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

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

1.06 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District hereby determines that it is necessary, in order to reduce debt service costs, to refinance the outstanding 2009A Certificates through the issuance of Full Term Refunding Certificates of Participation, Series 2019B (the “2019B Certificates”).

Section 2. Sale of 2018 Certificates.

2.01 The School Board has determined to retain an independent municipal advisor to provide pricing opinion services in connection with the sale of the 2019B Certificates. The School Board desires to proceed with the sale of the 2019B Certificates by direct negotiation with Robert W. Baird & Co. in Milwaukee, Wisconsin (“Baird”), as underwriter.

2.02 Any officer of the School Board and the Superintendent or Executive Director of Business Services (the “Pricing Committee”), are hereby authorized to approve the sale of the 2019B

Certificates and to execute a bond purchase agreement for the sale and purchase of the 2019B Certificates with Baird.

2.03 Upon approval of the sale of the 2019B Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District's bond counsel.

2.04 Baird is authorized to prepare and distribute an official statement related to the sale of the 2019B Certificates.

2.05 If the Pricing Committee has not approved the sale of the 2019B Certificates to Baird and executed the related bond purchase agreement by October 1, 2019, this resolution shall expire.

Section 3. 2019B Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2019B Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Contract and in a supplement to the Declaration.

Section 4. Minnesota School District Credit Enhancement Program.

4.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the 2019B Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the 2019B Certificates when due. The District further covenants to deposit with the Trustee, as bond registrar and paying agent for the 2019B Certificates, or any successor paying agent (the "Bond Registrar") three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the 2019B Certificates is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the 2019B Certificates or if, on the day two business days prior to the date a payment is due on the 2019B Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any 2019B Certificates of this issue remain outstanding.

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

RESOLUTION

Authorizing the Issuance of Full Term Refunding Certificates of Participation, Series 2019C

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

Section 1. Authority and Background.

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

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

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

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

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

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

1.07 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012, with the Trustee which amended the Contract, as amended, and a Supplement to Declaration of Trust, dated as of June 1, 2012, which supplemented the Declaration, as supplemented, in connection with the \$12,800,424.50 Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012, the proceeds of which financed the Project, as amended.

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

1.09 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District hereby determines that it is necessary, in order to reduce debt service costs, to refinance the outstanding 2010C Certificates through the issuance of Full Term Refunding Certificates of Participation, Series 2019C (the “2019C Certificates”).

Section 2. Sale of 2019C Certificates.

2.01 The School Board has determined to retain an independent municipal advisor to provide pricing opinion services in connection with the sale of the 2019C Certificates. The School Board desires to proceed with the sale of the 2019C Certificates by direct negotiation with Robert W. Baird & Co. in Milwaukee, Wisconsin (“Baird”), as underwriter.

2.02 Any officer of the School Board and the Superintendent or Executive Director of Business Services (the “Pricing Committee”), are hereby authorized to approve the sale of the 2019C Certificates and to execute a bond purchase agreement for the purchase of the 2019C Certificates with Baird.

2.03 Upon approval of the sale of the 2019C Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04 Baird is authorized to prepare and distribute an official statement related to the sale of the 2019C Certificates.

2.05 If the Pricing Committee has not approved the sale of the 2019C Certificates to Baird and executed the related bond purchase agreement by October 1, 2019, this resolution shall expire.

Section 3. 2019C Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2019C Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Contract and in a supplement to the Declaration.

Section 4. Minnesota School District Credit Enhancement Program.

4.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the 2019C Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the 2019C Certificates when due. The District further covenants to deposit with the Trustee, as bond registrar and paying agent for the 2019C Certificates, or any successor paying agent (the “Bond Registrar”) three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the 2019C Certificates is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the 2019C Certificates or if, on the day two business days prior to the date a payment is due on the 2019C Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any 2019C Certificates of this issue remain outstanding.

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

**Expenditure Contracts Signed
February 2019**

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

| Name | Amount (not to exceed) | Contract Source (*how paid for) | Description |
|---------------------------------|----------------------------------|---|---|
| Stephan Witherspoon | \$500.00 | American Indian Education (DR) | After-school activities |
| Chris Gousey | \$300.00 | Curriculum (DR) | Conversation facilitation |
| Angie Frank | \$22,015.00 | Denfeld (G) | Act Out Loud |
| The Historic Union Depot | \$2,500.00 | East (SAF) | Contract to reserve space for 2020 Sweetheart dance |
| Lifetouch | \$3,850.00 | Lester Park (SAF) | 2019-20 yearbook |
| Daniel Oyinloye | \$150.00 | Office of Education Equity (DR) | Black History Month presentation |
| Captivate | \$525.00 | Public Relations (DU) | Create media |
| Endion Square Children's Center | \$1,350.00 | Special Services (DU) | Preschool planning as required by IEP |
| Gerry Nierengarten | \$1,200.00 | Special Services (DU) | Professional development |
| University Nursery School | \$2,800.00 | Special Services (DU) | Preschool planning as required by IEP |

*** 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 8th day of February, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Stephan Witherspoon, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 11, 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.** The Contractor will provide services at the elementary, middle and high schools during after-school activities, school class periods, and W.I.N. periods through presentations in the following areas: *Highlighting the Black Contribution to American History, African American Male Experience in Duluth, MN, How to Thrive!! Motivational Workshop.*
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 the performance services listed above at a rate of \$100.00/presentation up to a sum not to exceed \$500.00 (five-hundred and no/100 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Stephan Witherspoon 1827 Logan Ave Superior, WI 54880 Phone # (218) 310-3987
11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores,

uses, creates or disseminates pursuant to this Agreement.

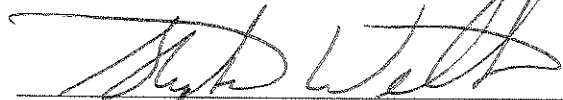
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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



Contractor Signature

SSN/ Tax Identification Number

2/8/19

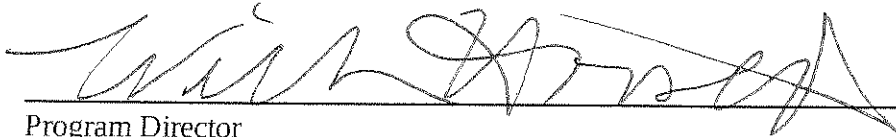
Date

William Howes

Initiator - (Contact with questions)

2/08/19

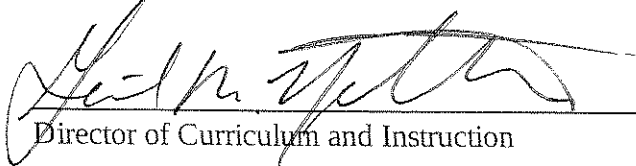
Date



Program Director

2/8/19

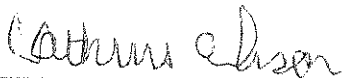
Date



Director of Curriculum and Instruction

2-11-19

Date



Director of Business Service / Superintendent of Schools

2-18-19

Date

01-605-005-313-311-130500

AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of January, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Chris Godsey, 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 February 13, 2019 and shall remain in effect until February 13, 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.** Facilitating conversations with 9th grade English teachers on the topic of “Spirit Car; Classroom Conversations”,
3. **Background Check.** 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 \$300. 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:Joan Lancour, 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) Chris Godsey, 1126 Chester Parkway, Duluth, MN 55812.

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 Workers’ 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.

Chris Godsey _____ 2 Feb 2019
Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 2-4-19
Program Director Date

Please note: All signatures *must* be obtained AND ^{TEXT} 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 | 610 | 005 | 317 | 399* | 130500 |
| XX | XXX | XXX | XXX | XXX | XXXXXX |

Cathleen Johnson _____ 2-5-19
CFO/Superintendent of Schools/Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of Jan., 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Angie Frank, 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 9/1/2018 and shall remain in effect until 7/1/2019, 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.** *(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 \$ 22,015.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: _____, 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)

130 Charlotte Place, Duluth, MN 55803

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.


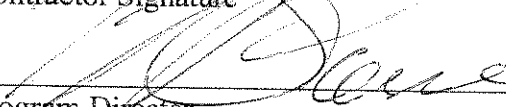
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

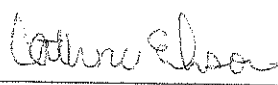
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

| | | |
|---|-------------------|-----------------|
|  | SSN/Tax ID Number | 1/11/19 Date |
|  | Program Director | 1/21/19 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):

| | | | | | |
|----|-----|-----|-----|-----|--------|
| XX | XXX | XXX | XXX | XXX | XXXXXX |
|----|-----|-----|-----|-----|--------|

| | |
|---|-----------------|
|  | 2-25-19 Date |
| CFO/Superintendent of Schools/Board Chair | Date |



The Historic Union Depot Facility Rental Contract

Contact Information

Name of lessee: Duluth East Sweetheart Phone number(s): _____

Address: 301 N 40th Ave East day: Samantha Daly
Duluth, MN 55804 evening: _____
 other: _____

Event and Fees

Description: High School Dance Estimated attendance: 400
 Day & Date: Saturday January 18, 2020 Event to begin at 5:00pm and end at 12am

| Admission: | Spaces requested | Rental | Bar Setup | Damage |
|--|---------------------------------------|-----------|-----------|----------------------------|
| <input type="checkbox"/> Open to the public | <input type="checkbox"/> Great Hall | \$2500.00 | N/A | \$300.00 |
| <input type="checkbox"/> No fee | <input type="checkbox"/> Board Room | _____ | _____ | Postdate to 1/18/20 |
| <input type="checkbox"/> Fee required | <input type="checkbox"/> Zelda | _____ | _____ | _____ |
| <input checked="" type="checkbox"/> By invitation only | <input type="checkbox"/> Ruth Maney | _____ | _____ | _____ |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other (LSRM) | _____ | _____ | _____ |
| Total(s) | | \$2500.00 | _____ | _____ |

Food and Beverage Service

Food Service: TBD None Provided by lessee Catered by: TBD
 Music by: TBD

Beverage Service: Antique bar provided at no charge
 All alcoholic beverages to be provided by the Historic Union Depot
 For bar and beverage arrangements, please contact the Sales Director at (218) 733-7530 or mary@duluthdepot.org
 Please have all bar and beverage arrangements on file by two weeks prior to event

Linens available at \$8.00 per table

Payment Information – Please make checks payable to Historic Union Depot. (Visa or Mastercard accepted)

I agree to pay \$1250.00 by 3/4/19 And \$ 1250.00 by 1/10/20 for a total of \$2500.00

\$300.00 damage deposit required upon signing
 Damage deposit not required

Your postdated check will be returned to you after your event has taken place, barring any damage or cause for extraordinary expense.

I accept responsibility for supervision of participants, adherence to regulations, payment of fees and charges, and any damages sustained in connection with this event, in accordance with the Depot Facilities Rental Contract. I understand that any area of the Depot may be undergoing capital improvement projects at any time.

Lessee signature: *Mary Karl* Date: 2-27-19
 Lessee signature: _____ Date: _____
 Depot representative: Mary Karl Date: 2/26/19

The Depot retains 100% of payment received. Any violation of contract results in loss of damage deposit.

YEARBOOK SALES AGREEMENT

Contract Years: 2020 Job #: _____

Account Name: Lester Park Elementary School

LID #: 35712 55

Address: 5300 Glenwood Ave City: Duluth

State: MN Zip Code: 55804

Phone #: 218-336-8875 Enrollment: 550

School Year Open Date:

Adviser Name: Kelsey Bryant

School Year Close Date

Adviser Email: kelsey.bryant@isd709.org

Welcome Packet: Yes

Adviser Phone:

Ship Yearbooks To: Account

Alt Address Name

Send Invoice To: Account

Street Address:

School Purchase Order Number:

City, State, Zip:

YEARBOOK SPECIFICATION INFORMATION

YEARBOOK DATES:

Size: 7

Final Quantity Deadline: 04-06-2020

Number of Pages: 40

Expected Arrival Date: 05-22-2020

Number of Copies: 226

Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.

Base Price \$ 15.20

COVER & BINDING TYPE

Set up Parent Notify: No Date

Cover & Binding Type: Split Cover - Saddlestitched (Size 7 only) \$5.00

Activate YBPay:

COVER AND ENDSHEET UPGRADES

Sales Flyer Need by Date:

Design: Signature Design \$0.00

1st Back to School Sale:

Foil Imprinting: Foil School Name & Year (1 or 2 lines) \$0.00

2nd Yearbook Sale:

Foil Spine Imprinting:

FRN's Need by Date:

Personalization: My Yearbook Personalized Covers - MYPC (B) \$6.00

PORTRAIT INFORMATION

Endsheets (Hardcovers Only): White Endsheets - 100# Gloss (Default)

Photographed by Lifetouch: Yes

BOOK ENHANCEMENTS

Associated Picture Days APO ID(s)

Paper: Gloss Paper 80# (Default) \$0.00

Supplements:

Foldout/Gatefolds (Premium):
Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization.

SALES REPRESENTATIVE USE ONLY

| | | | | |
|---------------|-------------------------------------|---------|--------------------------|------|
| Signing Info: | <input checked="" type="checkbox"/> | 5FB | <input type="checkbox"/> | ODC |
| | <input type="checkbox"/> | LV1 | <input type="checkbox"/> | LV2 |
| | <input type="checkbox"/> | SIMPLE4 | <input type="checkbox"/> | QTYB |

CONSUMER ENHANCEMENTS

YBPay: Direct

Zoom Version: Elementary (Size 7 only)

Cut-Out Pages: No

Zoom: Taped - (Diff Quantity) \$2.00

Auto Inserts: 4-Page Autograph Insert \$1.00

Signing Pen:

SPECIAL OFFERS/COMMENTS

Yearbook Stickys: Yes \$1.50

School Contact: Tracy Thompson - tracy.thompson@isd709.org

Cover Keeper™ Dust Jackets:

226-275 copies # \$15.20

Packaging Program (B): Yes

SPECIAL QUOTE / PREMIUM APPLICATIONS

Price \$ 15.20

Estimated Freight

Freight Model Actual Cost TBD

*Estimated Total:

Per Copy

Deposit Rate 0%

* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented

Lifetouch Representative Rep Code: The School, by its authorized representative, designates Lifetouch National School Studios Inc. (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.

Sarah Wise MIG1

Lifetouch Representative Phone # / Email Address Authorized School Representative (Print) Title

612-219-3303 sarah.wise@lifetouch.com *Cathy Erickson, CFO*

Lifetouch Representative (Signature) Authorized School Representative (Signature) Date

Sarah Wise *Cathy Erickson* 2-23-19

OFFICE USE ONLY: (B)=Base, (M)=Mid, (P)=Premium

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT Includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Lifetouch National School Studios, Inc. ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Lifetouch National School Studios Inc.
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Customer Care
Email: ybcustomer@lifetouch.com
Phone: 1.800.736.4761

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of Feb, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and DANIEL OYINLOYE, 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 2-25-19 and shall remain in effect until 6-30-19, 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)*
Black History Month PRESENTATION

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 \$ 150.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: WM. HOWES - OEE, 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)
315 LAKE AVE DULUTH MN 55803

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.

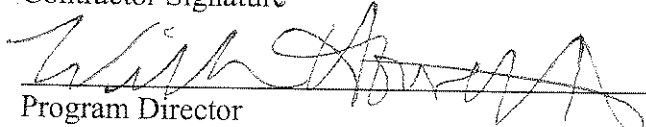
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

 _____ 2/15/19
Contractor Signature SSN/Tax ID Number Date

 _____ 2/25/19
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 | 313 | 311 | 130500 |
| XX | XXX | XXX | XXX | XXX | XXXXXX |

 _____ 2-26-19
CFO/Superintendent of Schools/Board Chair Date

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 31st 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 various schools
- 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.

\$350 per 30-second video

\$275 per 15-second video

It is anticipated the total cost for this project will be \$525.

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.

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. ⁶⁴

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 perform 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.

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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 opportunity⁶⁷ 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.

To indicate your acceptance of the above, sign electronically below.

KATIE KAUFMAN

Type your name *Kathryn Elson*

JAKE STURGIS

Jake Sturgis

✓ Signed Jan 31st, 2019

01-107-012-000-107-130500

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 KAUFMAN

Catherine A. Erickson, C ✓ Signed Feb 27th, 2019

JAKE STURGIS

Jake Sturgis ✓ Signed Jan 31st, 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 **February 11, 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 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 5 hours (300 minutes) from 9-1:00 every M, W, and F, 3 days per week, and up to 51 days.
 2. The AGENCY shall perform these services at: **1823 E Superior St, Duluth.**
 3. The approximate date the service will begin is, **January 14, 2019** and shall not extend beyond **May 31, 2019**; the contract not to exceed a total of **51 Days** (3 Days per Week) and a total cost up to **\$1350.00.** (\$75.00 per week)
 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

Cathryn Olson

C.F.O. Executive Director of Business Services

2-18-19

Date

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

By *Jasmi Crane*

Director

2/15/19

Date

01-211.005.000.000.139300

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of January, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and, Gerry Nierengarten 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 1, 2019, and shall remain in effect until December 31, 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.** This contract is for the development of two co-teaching Professional Development modules to be submitted to Infinitec. This requires development of content, including slides and any additional resources and handouts to accompany the modules. Also required is the recording of both modules, approximately one hour of content each. Once recorded, these modules and accompanying resources will be edited and submitted to Infinitec to be uploaded to the Region 3 Staff Development drop down list.

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 \$1,200.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brenda Vieths, 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) Gerry Nierengarten 5004 Heritage Dr. Duluth, MN 55812.

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.

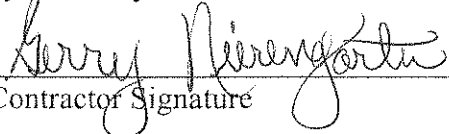
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.


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.

| | | |
|---|-------------------|---------|
|  | | 2.12.19 |
| Contractor Signature | SSN/Tax ID Number | Date |


 Program Director _____ Date 2/20/19

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 | 420 | 005 | 740 | 000 | 1366.02 |
| XX | XXX | XXX | XXX | XXX | XXXXXX |


 CFO/Executive Director of Business Services/Superintendent of Schools _____ Date 2-25-19



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 **February 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School/Jefferson site** (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 3 hours (180 minutes) per day, M-F, 5 day per week, and up to 71 days.
2. The AGENCY shall perform these services at: **916 E 3rd St, Duluth, MN 55805.**
3. The approximate date the service will begin is, **February 7, 2019** and shall not extend beyond **May 31, 2019**; the contract not to exceed a total of **71 Days** (5 Days per Week) and a total cost up to **\$2800.00**. (\$185.00 per week + \$25.00 registration fee + \$300 non refundable deposit that will be applied towards tuition).
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
Lauren E. Van
CFO Executive Director of Business Services
2-12-19

Date

Special Services Department
215 N 1st Ave E
Duluth MN 55802
By Jackie Edward
Director
2/11/19

Date

01-211-005-000.000-139300

**No Cost Contracts Signed
February 2019**

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

| Name | Contract Source | Description |
|-----------------------|------------------------|--------------------|
| Lake Superior College | Curriculum | Equipment lease |
| | | |
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78

MINNESOTA STATE COLLEGE AND UNIVERSITIES
LAKE SUPERIOR COLLEGE

EQUIPMENT LEASE AGREEMENT

MANUFACTURING AUXILIARY CLASSROOM (MAC)
SCHOOL YEAR 2019-20

THIS LEASE AGREEMENT is made by and between Lake Superior College (LSC) and ISD #709, Duluth East Public Schools. Lake Superior College hereinafter referred to as LESSOR, and Brad Vieths of ISD #709, Duluth East Public Schools hereinafter to as LESSEE WITNESSETH: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. LEASED EQUIPMENT

LESSOR grants and LESSEE accepts the lease of the following described Leased Equipment:

- Two Miller Welder Stations – includes welder and ventilation: \$7,768.02
- Two Plastic Toolboxes: \$45.98
- Six Lincoln Electric Welding Helmets: \$623.46
- Six carbon steel wire brushes: \$7.50
- One 10# 3/32 7018 Stick electrodes: \$27.69
- One 10# ER70-S TIG Filler: \$34.60
- Six Model H Chipping Hammers: \$32.82
- Six Welder Helpers: \$57.42
- 66# ER70-S MIG Wire: \$130.68
- One 9 oz. Small Green Flame Retardant Jacket: \$17.83
- One 9 oz. Medium Green Flame Retardant Jacket: \$17.83
- Two 9 oz. Large Green Flame Retardant Jacket: \$35.66
- Two 9 oz. Extra Large Green Flame Retardant Jacket: \$35.66
- Six Large Pearl Gray Welding Gloves: \$33.54
- Six Large MIG Gloves: \$54.06
- Three Adjustable Wrenches: \$40.32
- Knaack Jobmaster Cabinet: \$1,430.00

2. TERM

The term of this Lease Agreement is commencing on January 25, 2019 and continuing through June 6th, 2019.

3. PAYMENT OF RENT

3.1 As rent for the Leased in consideration for all covenants, representations and conditions of the Lease Agreement LESSEE agrees to pay to LESSOR the sum of \$0.

4. TERMINATION

4.1 LESSEE covenants that the termination or expiration of this Lease Agreement by lapse of time or otherwise, it shall return the Leased Equipment to Lessor in good condition; ordinary wear and tear accepted.

5. DUTIES OF LESSOR

As a postsecondary partner in a regional Perkins Consortium, LESSOR shall, at its expense, provide the leased equipment items, identified in #1 above, as described below. The lease is meant to strengthen career and high-school-to-college preparation and transition opportunities for students served by LESSEE and, thereby, responding to the region's need for strong Career and Technical Education programming, while connecting LSC CTE staff with their high school counterparts.

- 5.1.1 MAC equipment delivered to ISD #709 Duluth East Public Schools
- 5.1.2 Set-up of equipment
- 5.1.3 Training provided to ISD #709 Duluth East High School Instructor(s)

6. DUTIES OF LESSEE

Lessee shall be responsible for the cost of any repairs required to keep the equipment in good condition, except Lessor will be responsible for any repairs coincident to normal operations of the machine. Lessee will be responsible for replacement of consumables and items not returned or stolen.

7. INSURANCE

Property Damage, The Equipment will be covered by LESSEE's property insurance while the Equipment is located at LESSEE's premises.

- 7.1 Liability. LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof LESSEE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

8. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR:

Name: Michael Seymour, Vice President of Academic & Student Affairs
 Address: Lake Superior College, 2101 Trinity Road, Duluth, MN 55811
 Telephone: 218/733-7628
 Fax: 218/733-7765
 Email: michael.seymour@lsc.edu

LESSEE:

Name: Brad Vieths
 Address: ISD #709, Duluth East Public Schools, 301 N. 40th Avenue East, Duluth, MN, 55804
 Telephone: 218/336-8845
 Fax: 218/336-8859
 Email: bradley.vieths@isd709.org

OTHER PROVISIONS (Attach additional pages as necessary)

IN WITNESS WHEREOF, the parties have been set their hands on the date(s) indicated below intending to be bound thereby.

APPROVED BY:

ISD #709, Duluth East Public Schools

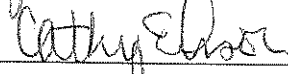
By: Brad Vieths

Lessee Signature: 

Title: Vocational Program Director

Date: ~~2/13/19~~ 2/13/19

By: Cathy Erickson

Lessee Signature: 

Title: Superintendent (CFO)

Date: 02/11/19

APPROVED BY:

Lake Superior College

By: Michael Seymour 

Lessor Signature: _____


Title: Vice President of Academic & Student Affairs

Date: 2-21-19

As To Form and Execution:

Lake Superior College

By: Nickoel Anderson

Signature: 

Title: Director of Business Services

Date: 2/2/19

Revised August 2018

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called DISTRICT, and Lakeview Christian Academy, an independent contractor, hereinafter called LCA.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby LCA will lease the track located at Central High School.

The terms and conditions of this Agreement are as follows:

1. **Leased Premises.** DISTRICT, in consideration of the rents and covenants contained in this Agreement, does lease to LCA and LCA does rent from DISTRICT premises situated in the County of St Louis, and State of Minnesota, described as follows:

Central High School Track facility (the "Premises").

2. **Use.** LCA will use and occupy the Premises, just as they are, during the hours of 3:30 pm to 5:30 pm, Monday through Fridays, on the following date(s): March 8, 2019 to June 7, 2019, for the following purpose(s):

Use of Central High School track facility, track practice

3. **Rent.** LCA agrees to pay to the DISTRICT as a flat rate for the Premises the sum of two thousand and no/100 dollars, to be paid within thirty (30) days of its receipt of a fully executed copy of this Agreement. Rent is for approximately fifty days of use at forty dollars per day.
4. **Snow.** The track, if covered by snow, may be cleared by the DISTRICT at the rate of fifty dollars per hour if the DISTRICT has staff available. LCA will notify the DISTRICT if this option will be needed. LCA agrees to pay any fees related to snow removal/clearing if they request removal. DISTRICT will invoice LCA and payment will be due within thirty days of receipt of the invoice.
5. **Storage.** LCA may utilize the garage for storage, but will not hold the DISTRICT accountable for items that are stolen or vandalized.
6. **Keys.** LCA will be required to go to the Facilities Department at DISTRICT and complete a key application form. LCA will be issued keys to both the gates for traffic on the road entrance to the Premises as well as the gate for the track/field. LCA agrees not to borrow these keys to anyone other than those responsible for running the track activities. If keys are misplaced or lost, LCA agrees to notify the DISTRICT as soon as possible.
7. **Secure the Premises.** LCA agrees to secure, daily, both the gates for traffic on the road entrance to the Premises as well as the gate for the track/field when they are done using the Premises.

- 8. 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. The DISTRICT will issue LCA a refund for approximate days not used based on fifty days of use at forty dollars per day.
- 9. Quiet Possession.** DISTRICT promises that upon paying rent and performing the promises contained herein, LCA will peacefully and quietly have, hold, and enjoy the Premises for the entire term specified above.
- 10. Assignment or Sublease.** LCA will not assign this Agreement or sublet the Premises without the consent of the DISTRICT.
- 11. Surrender of Premises.** LCA will, at the expiration of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the DISTRICT in the same good condition that existed when it took them, normal wear and tear and damage from fire, casualty and the elements excepted. All keys will be returned to the Facilities Department at the DISTRICT at the end of this agreement.
- 12. Indemnification - LCA.** LCA agrees to hold the DISTRICT harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability, occurring on the Premises, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the DISTRICT, its agents, employees or representatives.
- 13. Indemnification - DISTRICT.** DISTRICT agrees to hold LCA harmless and indemnify it from liability for claims for bodily injury or property damage, including personal injury liability, occurring on or about the Premises or building of which Premises is a part, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of LCA, its agents, employees, representatives and/or volunteers who are under the direction and the control of LCA.
- 14. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to LCA: Lakeview Christian Academy
 Attn.: Amy Ojard, Activities Director Lakeview Christian Academy
 155 W Central Entrance
 Duluth, MN 55811
 Facsimile No: 218-722-7850
 E-mail: amy.ojard@lcaduluth.org

If to the DISTRICT: Independent School District #709
 Attn: Cathy Erickson, CFO
 215 N 1st Ave E, Room 215
 Duluth, MN 55802
 Facsimile No.: 218-336-8773
 E-mail: catherine.erickson@isd709.org

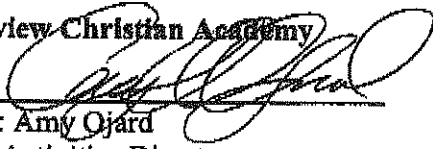
- 15. Amendments.** This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.
- 16. Non-Waiver.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
- 17. Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.
- 18. Insurance.** LCA shall not utilize property until they have obtained all the insurance described below and the DISTRICT has approved such insurance. LCA shall maintain such insurance in force and effect throughout the term of the contract:


Commercial General Liability: LCA 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.

- a. ISD 709 must be listed as certificate holder and additional insured
 - i. Can either be listed in the description or the Add'l Insured box is checked
- b. COI must be for general liability (not marine or auto)
- c. The occurrence box must be checked
- d. Certificate holder should state ISD 709 and district address (215 N 1st Ave E, Duluth, MN 55802)
- e. ISD 709 requires \$1M in insurance coverage (can be policy + umbrella to reach this amount)

Workers' Compensation Insurance: LCA must provide Worker's Compensation insurance for all its employees.

IN WITNESS WHEREOF, LCA and DISTRICT have executed this Agreement on the day and year first above written.

Lakeview Christian Academy
By: 
Name: Amy Ojard
Title: Activities Director
Date: 2/8/2019

Independent School District #709
By: 
Name: Catherine A. Erickson
Title: CFO, Executive Director, Business Services
Date: 2-11-19

01-810-005-000-000-209300

Facilities Management & Capital Project Status Report

February 2019

87

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 243 work orders, and are currently working on 565 open work orders.
- Facilities maintenance trade crews are currently scheduled at Stowe Elementary.
- Continuing to work with Human Resources and Firemen and Oilers Union to review and update position descriptions.
- During the break week we pushed back snow and trucked snow out of numerous parking lots where the large piles created safety hazards.
- Annual District Wide contracts are starting to go out as usual.
- A large data request was completed.

Capital Construction:

- The HOCHS audit work is underway.
- Bid documents are advertised for the PSS Track Replacement project.
- The Denfeld stairwell ceiling project is being designed and bid with two options for School Board review. One is removing plywood and damaged plaster and repairing similar in nature to original, and the second is to “cap” over the plywood with gypsum board. Once method of repair is determined, the project will be completed with Kraus Anderson utilizing Gordian / ez/IQC.

Building Operations

- Interviews for open Fireperson positions at Denfeld High School and Ordean East Middle School have been scheduled. In addition, Operations is interviewing a large amount of applicants for open custodian positions at East High School, Ordean East Middle School, and Myers Wilkins Elementary School. A huge thank you to the District’s Utility crew is in order for their hard work and effort in keeping up with recent accumulations of snow. They have been working very hard to keep our parking lots and grounds safe as possible given the amount of snow we have had.

Health, Safety & Environmental Management

Environmental/Health/Safety

- Continued preparations for Radon testing which starts on March 4th.

Emergency Response Crisis Management

- ALICE scenario training completed at HOCHS (Feb 8th).

Workers’ Compensation Activities

- OSHA Recordable Incidents for the month: 0
- First report of injuries: 11

February 26, 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.
- One inquiry – on going communication with prospect.

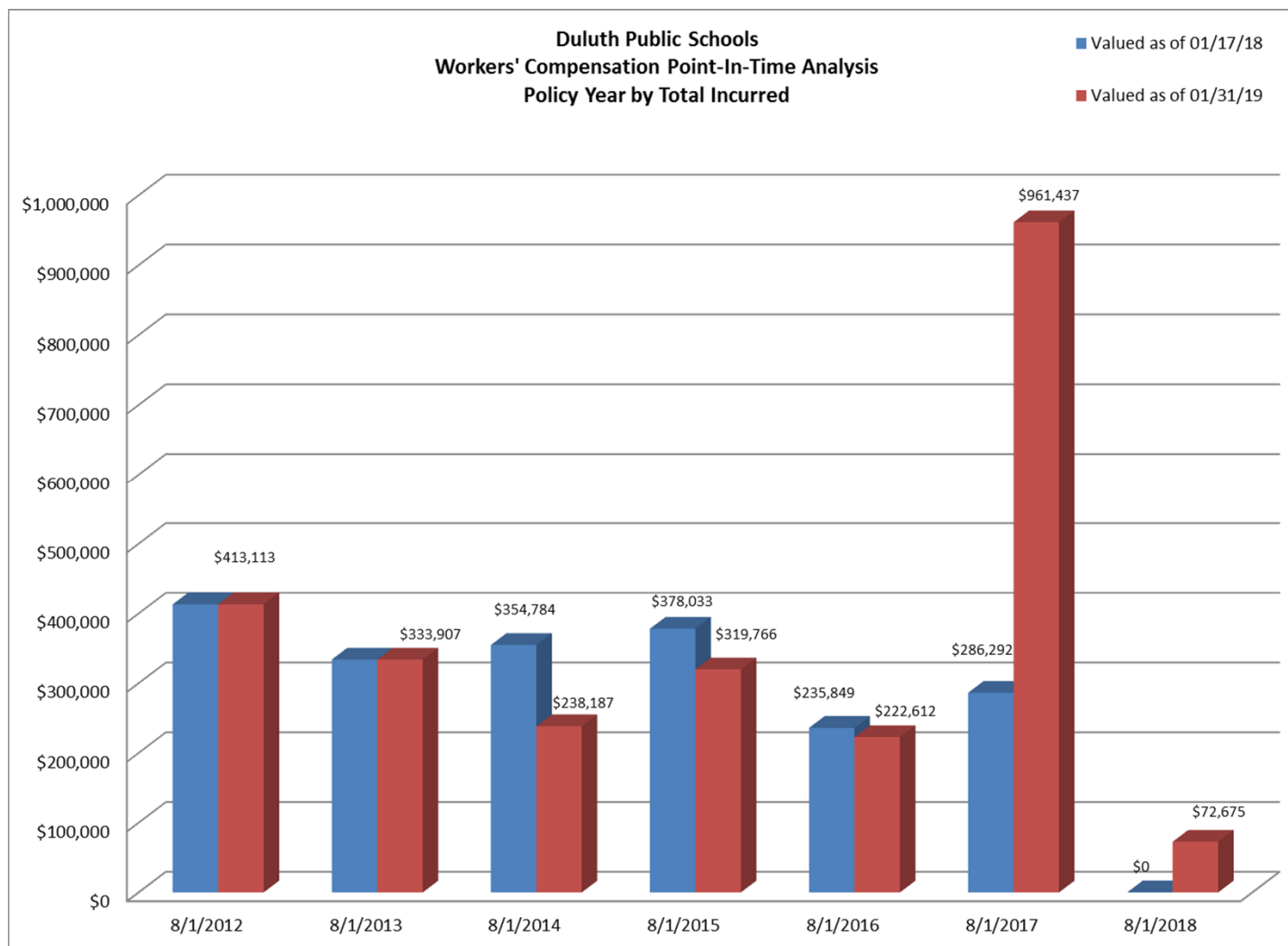
800 E. Central Entrance "Central High School Property"

- Inquiries and continued follow up and discussions have been ongoing with several credible developers and potential purchasers.
- No new inquiries this month.

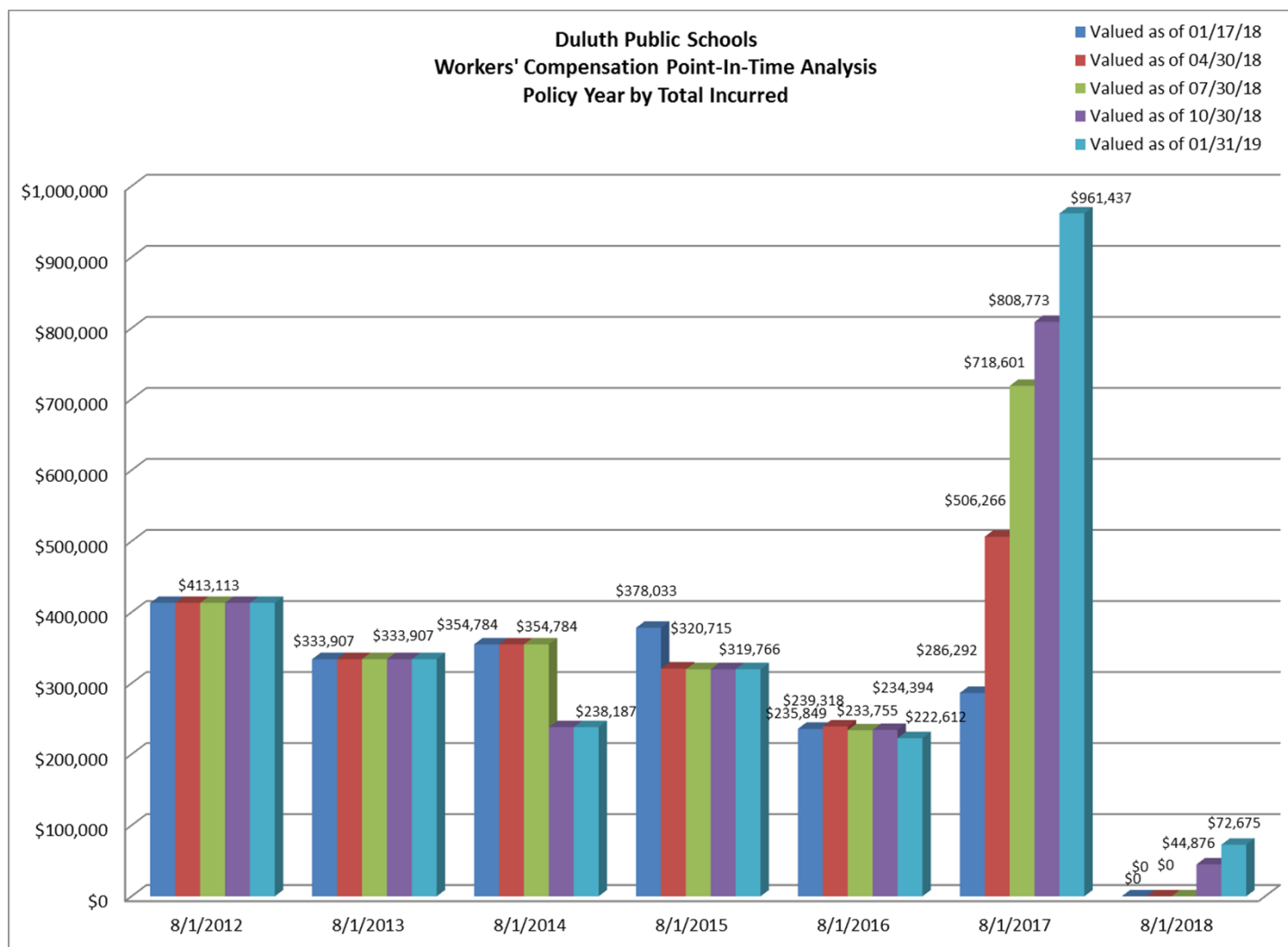
Respectfully,

Greg Follmer
Broker

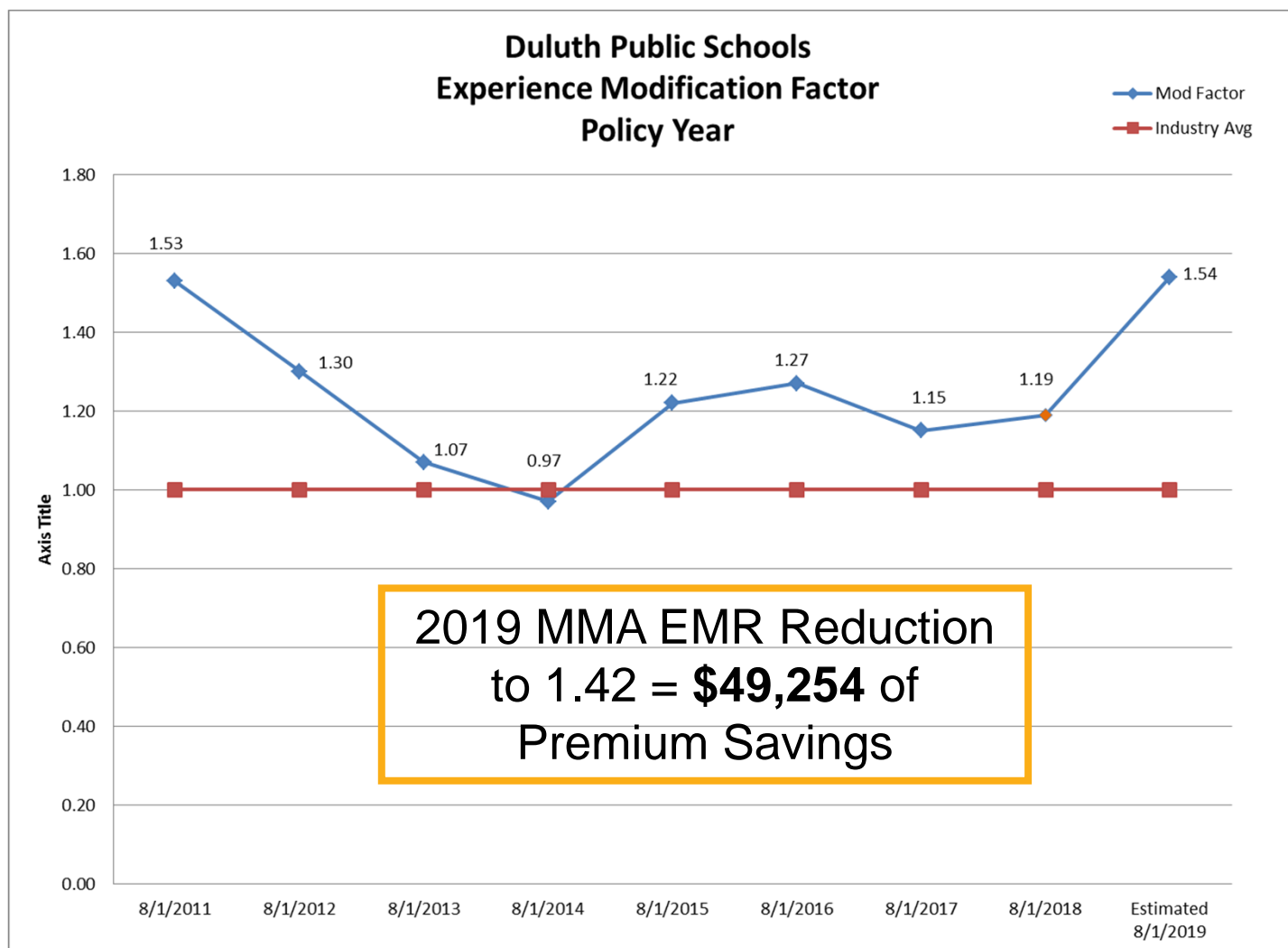
Claims Point-in-Time Analysis - Yearly



Claims Point-in-Time Analysis - Quarterly



Experience Rating by Policy Year



Claims by Department (2014 – Current)

| Division | Sum of Total Incurred | Incidents |
|---------------------|-----------------------|-------------|
| MAINTENANCE | \$684,584 | 107 |
| PARA PROFESSIONALS | \$532,191 | 430 |
| TEACHERS | \$469,755 | 297 |
| FOOD SERVICE | \$60,220 | 51 |
| CLERICAL | \$19,897 | 14 |
| HRLY/SUBSTITUTE POS | \$14,089 | 66 |
| EXECUTIVE EMPLOYEES | \$9,223 | 9 |
| PRINCIPALS | \$4,354 | 17 |
| SPECIAL EDUCATION | \$127 | 15 |
| Grand Total | \$1,794,440 | 1006 |

Claims by Cause (Combined Policy Year 2014 – Current)

| Cause Code Group | Sum of Total Incurred | Incidents |
|--------------------|-----------------------|-------------|
| FALL/SLIP | \$903,504 | 249 |
| MISC | \$318,544 | 37 |
| STRAIN BY | \$313,780 | 108 |
| STRUCK BY | \$193,344 | 499 |
| RUB/ABRADED | \$56,370 | 3 |
| CGHT IN/BTWN | \$11,392 | 8 |
| MTR VHCL | \$8,152 | 3 |
| CUT/PUNC/SCRIP | \$6,480 | 87 |
| STRIKE/STEP | \$1,634 | 22 |
| BRN/SCLD | \$1,478 | 11 |
| Grand Total | \$1,814,678 | 1027 |

ISD 709 2018 / 2019 Loss Control Initiatives

- **Revitalization of the District Wide Safety Committee**
- **Slip / Trip / Fall Audits of all Schools (15)**
- **Entrance Walk Off Matting Survey**
- **Improving Salting/Sanding Procedures**
- **Worker's Compensation Reporting Process Review**

ISD 709 2019 / 2020 Loss Control Opportunities

- **Increased Employee Safety Training**
 - **Specialized training for every group based on their hazards.**
 - **Cost of Risk (How a claim financially impacts the district.)**
 - **Safety Orientation for New Hires**
- **Transportation Department Safety Systems Audit**
- **Increase Frequency of the Safety Committee Meetings**
- **Written Safety Program Updates**

ISD 709 2019 / 2020 Loss Control Opportunities

Addressing staff injuries resulting from challenging student behaviors

- Injuries due to challenging student behaviors have been on the rise.
- Challenging behaviors have resulted in “Struck-By,” “Strain-By,” and Slip/Trip/Fall injuries. It is difficult to measure the actual number of claims and overall costs related to challenging behaviors without looking at each injury description individually.
- Your Workers’ Comp carrier, RAS, has developed a Challenging Behavior Injury Reduction Program (CBIR).
 - Increases awareness of sensory processing and how it relates to challenging behaviors.
 - Enhances the current CPI program as it aims at preventing behaviors that may be due to sensory issues of the student.
 - Helps all students by increasing brain chemicals for learning, focus, and attention.
 - Empowers paraprofessionals, a department with high turnover rates.

ISD 709 2019 / 2020 Loss Control Opportunities

- Consideration is currently being given to introducing RAS's CBIR video trainings to a pilot group of employees starting this spring.
- Theresa Parish, OTR/L and Sensory Processing Specialist, leads the CBIR program at RAS. Arrangements are being made to bring her to the district for a training with teachers and paraprofessionals in late August.

ISD 709 2019 / 2020 Loss Control Barriers

- **Time for training specific employee groups**
- **Injury follow up including investigations and corrective measures**
- **Off site programs and new student program safety reviews**
- **Safety building or department audits**

MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services

From: ^{TK} Tony Kelekovich, Supervisor of Purchasing

Subject: Denfeld Auto Auction Results

Date: February 21, 2019

Seven (7) vehicles were put up for auction by the Denfeld automotive program on December 21, 2018. Vehicles were donated to the program previously by various private donors from years ago. They have been used as a classroom training tool until now. Brad Vieths, Vocational Program Coordinator, and Stuart Soland, Automotive Instructor, coordinated the auction.

As of this time, only one (1) transaction has been completed. Proceeds will remain with the Denfeld automotive program.

1999 Green Mercury Sable Wagon \$ 1,276.00

It is anticipated that the remaining six (6) vehicle transactions will be completed soon after the receipt of the titles from the State of Minnesota Department of Public Safety Driver and Vehicle Services.

FY20 Budget Considerations

Tentative first draft - subject to change until June 30, 2019

100

| Amount | Description |
|-------------------|--|
| \$ (948,763.47) | Loss of Compensatory Education Revenue. Per MDE Aid Entitlement Report. |
| \$ (1,100,000.00) | Loss of one-time revenue used to balance FY19 budget. Federal Benefits fund. Used \$1,400,000 in FY19, only \$300,000 available in FY20. |
| \$ (475,000.00) | Current pupil projections indicate a slight decline in total ADM enrollment in FY20. This will result in less revenue. This will continue to be adjusted. |
| \$ (1,900,000.00) | Contractual obligations already set will increase salary and benefits in FY20, based on all things remaining the same. If there are staffing adjustments, this amount could change. |
| TBD | Currently projecting an increase in Special Education revenue due to the yearly calculation of the "floor & ceiling". |
| TBD | The Governor has currently announced his recommendation to increase the basic formula allowance by 3% in FY20. For every 1% increase in the formula allowance, the district would generate approximately \$500,000. |
| \$ 5,000,000.00 | Referendum Revenue starting in FY20 - approx. \$5,000,000 will be available. Uses are yet to be determined - some funds may be used to offset other projected losses from the above list or not yet determined. May also fund new staff. |