

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Tuesday, April 16, 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>7</u>
B. <u>Approval of Payment of Claims</u> - Attached as an "extra"	
C. <u>Budget Revisions</u>	<u>17</u>
D. <u>Wire Transfers</u>	<u>19</u>
E. <u>Investment Transactions</u>	<u>20</u>
F. <u>APU Projections</u>	<u>21</u>
G. <u>Fundraisers</u>	<u>24</u>
2. <u>Bids, R.F.P.s and Quotes Reports</u>	
A. <u>Bids</u>	
1) <u>Bid #1269 - Vending Services</u>	<u>25</u>
<p>Bids for vending services (vending machines and maintenance of those machines) at Lincoln Park and Ordean East Middle Schools, Denfeld and Duluth East High Schools and the Area Learning Center were advertised in the Duluth News Tribune and mailed to five (5) area vendors. See the attached sheet for more information.</p> <p><u>Recommendation:</u> It is recommended that the Duluth School Board accept the bid submitted for the period of May 1, 2019 through June 30, 2023 from On-Site Enterprises, Inc. Annual renewals starting July 1, 2020 by mutual agreement of both parties are required in strict accordance with bid specifications. Contract extension signatures will be based on signing authority.</p>	
2) <u>Bid #1272 - District-Wide Snow Plowing Services</u>	<u>28</u>
<p>Bids were solicited from seven contractors for District-Wide Snow Plowing Services. It is recommended the Duluth School Board approve entering into a contract with the following contractors based on their low quote with a total estimated value of \$142,751.00 with the option to renew for two (2) additional one-year periods if acceptable to each party:</p> <p><u>Billington Contracting:</u> Denfeld HS, Homecroft ES, Lakewood ES, Rockridge Academy - \$32,497.00</p> <p><u>Blotti Contracting:</u> Central HS, Congdon Park ES, East HS, HOCHS, Laura MacArthur ES, Lincoln Park ES, Myers-Wilkins ES, Ordean East</p>	

MS, Piedmont ES, Stowe ES, Transportation - \$96,124.00
Viele Contracting: Lester Park ES, Lowell ES - \$14,130.00

Recommendation: It is recommended the Duluth School Board approve entering into a contract with Billington Contracting – estimated value of \$32,497.00, Blotti Contracting - estimated value of \$96,124.00 & Viele Contracting - estimated value of \$14,130.00 for a total estimated value of \$142,751.00 for the period of July 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 the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

3) Bid #1273 - Public School Stadium Track Reconstruction 45
 This bid was advertised according to statute and School Board Policy.
 Three bids were received in response to the notice for bids.

Recommendation: It is recommended that the Duluth School Board approve entering into an agreement with Northland Constructors of Duluth, Inc., as listed on the recommendation letter based on their low responsible base bid of \$868,600.00 plus if deemed necessary unit pricing for Common Excavation at \$15.00 per cubic yard, and Class 5 Aggregate at \$41.00 per cubic yard, as provided in Bid 1273.

B. RFPs

1) Boundary Studies 52
 Please see attached proposals were solicited from two contractors for the purpose of doing boundary studies.

Recommendation: It is recommended that the Duluth School Board enter into a contract with Cooperative Strategies, a company who specializes in school district boundary studies.

C. Quotes 79

The following Quotes are annual reoccurring solicitations for Time and Material (T&M) contracts. This T&M process was established by the District in 2000.

1) Quote #4309 - District-Wide Carpentry Labor 81
 Quotes were solicited from six contractors for District-Wide Carpentry Labor. It is recommended the Duluth School Board approve entering into a contract with Donald Holm Construction Co., Inc. based on their low quote with an estimated value of \$32,974.40, 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 Donald Holm Construction Co., Inc. for a total estimated value of \$32,974.40 for the period of July 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.

2) Quote #4311 - District-Wide Annual Fire Extinguisher Service 87

Quotes were solicited from four contractors for District-Wide Annual Fire Extinguisher Service. It is recommended the Duluth School Board approve entering into a contract with Northland Fire and Safety, Inc. based on their low quote with an estimated value of \$2,223.30, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Northland Fire and Safety, Inc. for a total estimated value of \$2,223.30 for the period of July 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.

3) Quote #4312 - District-Wide Lawn Care Services 93

Quotes were solicited from five contractors for District-Wide Lawn Care Services. It is recommended the Duluth School Board approve entering into a contract with Blotti Contracting based on their low quote with an estimated value of \$50,768.00, 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 Blotti Contracting for a total estimated value of \$50,768.00 for the period of May 5, 2019 through September 14, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

4) Quote #4313 - District-wide Refrigeration Repair Services 99

Quotes were solicited from seven contractors for District-Wide Refrigeration Repair Services. It is recommended the Duluth School Board approve entering into a contract with Lakeshore Ice Co., Inc. dba Carlson Refrigeration based on their low quote with an estimated value of \$15,400.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended the Duluth School Board approve entering into a contract with Lakeshore Ice Co., Inc. dba Carlson Refrigeration for a total estimated value of \$15,400.00 for the period of July 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.

5) Quote #4314 - District-Wide Refuse Removal and Recycling Services 105

Quotes were solicited from two contractors for District-Wide Refuse Removal and Recycling Services. It is recommended the Duluth School Board approve entering into a contract with Waste Management based on their low quote with an estimated value of \$94,715.05 with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended the Duluth School Board approve entering into a contract with Waste Management for a total estimated value of \$94,715.05 for the period of July 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.

3. **Policies and Regulations - None**

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

A. Contracts

1) Sourcewell ezIOC - Kraus-Anderson for the Denfeld Stairwell Repair 111

This agreement is to perform the work as defined in plans and specification to repair temporary shoring installed in 2016 for failing stairwell plaster finishes at Denfeld High School. The contract sum for this work as defined in the attached Sourcewell Gordian ezIOC agreement is \$534,794.00

Recommendation: It is recommended that the Duluth School Board approve this agreement with Kraus-Anderson.

B. Change Orders

1) **PLACEHOLDER - Other Change Orders**

C. Leases - None

5. **Resolutions**

A. B-4-19-3637 - Acceptance of Donations 125

Recommendation: It is recommended that the Duluth School Board approve Resolution 4-19-3637.

B. B4-19-3638 - Resolution Authorizing the Execution and Delivery of an Amendment to Lease Purchase Agreement and Supplement to Declaration of Trust and Approving the Issuance, Sale and Delivery Of \$23,675,000 Refunding Certificates of Participation, Series 2019A 126

Award Resolutions related to the District's issuance of Refunding Certificates of Participation, Series 2019A; Full Term Refunding Certificates of Participation, Series 2019B; and Full Term Refunding Certificates of Participation, Series 2019C.

Please Note: The final amounts will not be available until late on the day of the Board meeting as the Bonds go to market on April 23, 2019; the finalized documents will be uploaded just prior to the Board meeting on April 23, 2019.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-4-19-3638.

C. Resolution B-19-3639 - Resolution Authorizing the Execution and Delivery of an Amendment to Installment Purchase Contract and a Supplement to Declaration of Trust and Approving the Issuance, Sale and Delivery of \$41,985,000 Full Term Refunding Certificates of Participation, Series 2019B 151

Award Resolutions related to the District's issuance of Refunding Certificates of Participation, Series 2019A; Full Term Refunding Certificates of Participation, Series 2019B; and Full Term Refunding Certificates of Participation, Series 2019C.

Please Note: The final amounts will not be available until April 17, 2019 as the Bonds go to market on April 17, 2019 (this will be after the Business Committee meeting); the finalized documents will be uploaded for the Board report on April 18, 2019.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-4-19-3639.

D. Resolution B-4-19-3640 - Resolution Authorizing the Execution and Delivery of an Amendment to Installment Purchase Contract and a Supplement to Declaration of Trust and Approving the Issuance, Sale and Delivery of \$2,730,000 Full Term Refunding Certificates of Participation, Series 2019C 174

Award Resolutions related to the District's issuance of Refunding Certificates of Participation, Series 2019A; Full Term Refunding Certificates of Participation, Series 2019B; and Full Term Refunding Certificates of Participation, Series 2019C.

Please Note: The final amounts will not be available until April 17, 2019 as the Bonds go to market on April 17, 2019 (this will be after the Business Committee meeting); the finalized documents will be uploaded for the Board report on April 18, 2019.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-4-19-3640.

E. **PLACEHOLDER** - Sale of Property

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

A. <u>Expenditure Contracts</u>	<u>202</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of March 2019.	
B. <u>Extension or Renewal Contracts</u> - None	
C. <u>No Cost Contracts</u>	<u>235</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of March 2019.	
D. <u>Revenue Contracts</u> - None	
E. <u>Change Orders Signed</u> - None	
F. <u>Facilities Management & Capital Project Status Report</u>	<u>329</u>
G. <u>Property Sale Updates</u>	<u>330</u>
H. <u>Preliminary 2019-20 Budget Information</u>	<u>331</u>
I. <u>Committee Process Update</u>	
J. <u>Even Year Elections</u>	
7. <u>Future Items</u>	
A. Policy Updates	
B. Ten-Year Capital Facilities Plan - 2019 (May 2019)	

Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 02/28/19

		General	Food		Community	Operating		Debt	Trust &		Student	
		Fund	Service	Transportation	Education	Capital	Construction	Service	Agency	Dental	Activities	
	Total	1	2	3	4	5	6	7	8 & 9	20	71 & 79	
Cash and investments	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
Receivables (increase)/decrease -		(3,751)	(7,650)	3,668	597	-	-	-	-	(367)	-	-
Payables increase/(decrease) -		403,580	39,497	96,137	55,447	175,759	36,741	-	-	-	-	-
Revenues increase/(decrease) -		9,448,680	7,796,016	395,225	374,958	192,110	119,535	-	2	-	78,989	491,845
Expenditures (increase)/decrease -		(12,426,628)	(6,964,756)	(460,186)	(615,765)	(647,111)	(2,879,392)	(159,854)	(1,850)	(177,630)	(74,721)	(445,363)
Cash and investments	2/28/2019	\$ 89,770,609	\$ 4,118,866	\$ 1,086,529	\$ (3,764,675)	\$ 3,521,900	\$ 2,247,701	\$ 307,533	\$ 79,425,309	\$ 1,160,399	\$ 453,499	\$ 1,213,549

		General Fund Feb-19			Percent of year	66.67%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy	\$	4,588,234	\$ 12,802,626	\$ 12,780,894	\$ 8,192,660	64%
State aids		42,628,184	71,873,563	70,172,749	27,544,565	39%
Special ED (fin 740)		9,157,735	13,737,860	13,496,247	4,338,512	32%
Federal		2,722,680	5,623,431	6,065,644	3,342,964	55%
Other		388,241	-	300,000	(88,241)	
Other Local		1,758,993	2,949,850	3,061,286	1,302,293	43%
Student Activities		775,069	1,496,993	1,496,993	721,924	48%
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Total Revenue	\$	62,019,136	\$ 108,484,323	\$ 107,373,813	\$ 45,354,677	42%
Expenditures						
010-050 Administration	\$	2,923,503	\$ 4,885,552	\$ 5,233,249	\$ 2,309,746	44%
105-110 District Support Services		3,934,436	4,049,994	5,405,077	1,470,641	27%
200-298 Elem & Secondary Reg		22,076,358	42,493,820	42,704,746	20,628,388	48%
300-380 Vocational Education		859,920	1,701,341	1,734,290	874,370	50%
400-422 Special Education		12,397,226	23,158,015	22,384,304	9,987,078	45%
505-590 Community Education						
605-640 Instructional Support		2,179,949	3,890,733	4,018,763	1,838,814	46%
710-770 Pupil Support		5,182,486	8,047,695	8,006,430	2,823,944	35%
805-865 Sites and Buildings		8,493,539	15,160,113	13,126,601	4,633,062	35%
910-940 Fiscal & Other Fixed		59,632	3,480,000	3,260,000	3,200,368	98%
Student Activities		648,693	1,496,993	1,496,993	848,300	57%
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Total Expenditures	\$	58,755,742	\$ 108,364,256	\$ 107,370,453	\$ 48,614,711	45%
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Excess Rev Over (Under)	\$	3,263,394	\$ 120,067	\$ 3,360	\$ (3,260,034)	

		Percent of year			66.67%
		General Fund Unrestricted			
		Feb-19			
	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
Revenues					
Levy	\$ 3,517,762	\$ 9,519,071	\$ 9,497,339	\$ 5,979,577	63%
State aids	41,914,596	61,109,019	59,230,727	17,316,131	29%
Special ED (fin 740)	9,157,735	13,737,860	13,496,247	4,338,512	32%
Federal	-	-	-	-	
Other	388,241	-	300,000	(88,241)	
Other Local	1,049,684	2,095,153	2,187,969	1,138,285	52%
Student Activities	775,069	1,496,993	1,496,993	721,924	48%
Total Revenue	\$ 56,803,087	\$ 87,958,096	\$ 86,209,275	\$ 29,406,188	34%
Expenditures					
010-050 Administration	\$ 2,923,503	\$ 4,885,552	\$ 5,233,249	\$ 2,309,746	44%
105-110 District Support Services	3,889,748	3,899,994	5,265,381	1,375,633	26%
200-298 Elem & Secondary Reg	16,081,767	30,362,497	30,061,221	13,979,454	47%
300-380 Vocational Education	775,611	1,569,790	1,581,944	806,333	51%
400-422 Special Education	10,584,498	20,296,764	19,576,287	8,991,789	46%
505-590 Community Education					
605-640 Instructional Support	1,034,128	1,446,097	1,480,941	446,813	30%
710-770 Pupil Support	4,930,248	8,047,695	7,873,160	2,942,912	37%
805-865 Sites and Buildings	7,350,621	12,352,647	10,319,135	2,968,514	29%
910-940 Fiscal & Other Fixed	59,632	3,260,000	3,260,000	3,200,368	98%
Student Activities	648,693	1,496,993	1,496,993	848,300	57%
Total Expenditures	\$ 48,278,449	\$ 87,618,029	\$ 86,148,311	\$ 37,869,862	44%
Excess Rev Over (Under)	\$ 8,524,638	\$ 340,067	\$ 60,964	\$ (8,463,674)	

		Percent of year			66.67%
		General Fund Restricted			
		Feb-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	2,722,680	5,623,431	6,065,644	3,342,964	55%
Other	-	-	-	-	
Other Local	709,309	854,697	873,317	164,008	19%
Student Activities	-	-	-	-	
Total Revenue	\$ 5,216,049	\$ 20,526,227	\$ 21,164,538	\$ 15,948,489	75%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	44,688	150,000	139,696	95,008	68%
200-298 Elem & Secondary Reg	5,994,591	12,131,323	12,643,525	6,648,934	53%
300-380 Vocational Education	84,309	131,551	152,346	68,037	45%
400-422 Special Education	1,812,728	2,861,251	2,808,017	995,289	35%
505-590 Community Education					
605-640 Instructional Support	1,145,821	2,444,636	2,537,822	1,392,001	55%
710-770 Pupil Support	252,238	-	133,270	(118,968)	
805-865 Sites and Buildings	1,142,918	2,807,466	2,807,466	1,664,548	59%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
Total Expenditures	\$ 10,477,293	\$ 20,526,227	\$ 21,222,142	\$ 10,744,849	51%
Excess Rev Over (Under)	\$ (5,261,244)	\$ -	\$ (57,604)	\$ 5,203,640	

		Percent of year			66.67%
		Food Service Fund			
		Feb-19			
	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	127,926	220,000	220,000	92,074	42%
Special ED (fin 740)	-	-	-	-	
Federal	1,291,031	2,617,000	2,633,320	1,342,289	51%
Other	858,005	6,000	1,259,500	401,495	32%
Other Local	9,883		6,000	(3,883)	-65%
Student Activities	-	-	-	-	
Total Revenue	\$ 2,286,845	\$ 2,843,000	\$ 4,118,820	\$ 1,831,975	44%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	2,320,818	4,182,661	4,258,981	1,938,163	46%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
Total Expenditures	\$ 2,320,818	\$ 4,182,661	\$ 4,258,981	\$ 1,938,163	46%
Excess Rev Over (Under)	\$ (33,973)	\$ (1,339,661)	\$ (140,161)	\$ (106,188)	

		Percent of year			66.67%
		Community Service Fund			
		Feb-19			
	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
Revenues					
Levy	\$ 388,235	\$ 972,505	\$ 972,505	\$ 584,270	60%
State aids	2,682,774	2,548,536	2,555,511	(127,263)	-5%
Special ED (fin 740)	-	-	-	-	
Federal	931,637	2,093,958	2,048,712	1,117,075	55%
Other	-	-	-	-	
Other Local	1,398,653	1,787,700	1,792,700	394,047	22%
Student Activities	-	-	-	-	
Total Revenue	\$ 5,401,299	\$ 7,402,699	\$ 7,369,428	\$ 1,968,129	27%
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	4,203,428	7,674,184	7,644,913	3,441,485	45%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 4,203,428	\$ 7,674,184	\$ 7,644,913	\$ 3,441,485	45%
Excess Rev Over (Under)	\$ 1,197,871	\$ (271,485)	\$ (275,485)	\$ (1,473,356)	

Percent of year 66.67%

**Capital Projects Fund
Feb-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	384,922	-	642,690	257,768	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 384,922	\$ -	\$ 642,690	\$ 257,768	
Excess Rev Over (Under)	\$ (376,586)	\$ -	\$ (642,690)	\$ (266,104)	

		Percent of year			66.67%	
		Debt Service Fund				
		Feb-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		1,168,502	2,198,818	2,198,818	1,030,316	47%
Special ED (fin 740)		-	-	-	-	
Federal		835,743	833,957	833,957	(1,786)	0%
Other		-	-	-	-	
Other Local		296,056	1,000,000	1,000,000	703,944	70%
Student Activities		-	-	-	-	
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Total Revenue	\$	9,088,534	\$ 22,306,905	\$ 22,306,905	\$ 13,218,371	59%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		23,037,573	105,560,113	105,560,113	82,522,540	78%
Student Activities		-	-	-	-	
<hr/>						
Total Expenditures	\$	23,037,573	\$ 105,560,113	\$ 105,560,113	\$ 82,522,540	78%
<hr/>						
Excess Rev Over (Under)	\$	(13,949,039)	\$ (83,253,208)	\$ (83,253,208)	\$ (69,304,169)	

		Trust Fund Feb-19			Percent of year	66.67%
		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	94%
<hr/>						
Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		888,152	1,421,043	1,421,043	532,891	37%
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	\$	888,152	\$ 1,421,043	\$ 1,421,043	\$ 532,891	37%
<hr/>						
Excess Rev Over (Under)	\$	(871,770)	\$ (1,158,593)	\$ (1,158,593)	\$ (286,823)	

Percent of year **66.67%**

**Dental Internal Service Fund
Feb-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	667,662	840,000	840,000	172,338	21%
Student Activities	-	-	-	-	
Total Revenue	\$ 667,662	\$ 840,000	\$ 840,000	\$ 172,338	21%
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	291,896	819,000	819,000	527,104	64%
Total Expenditures	\$ 291,896	\$ 819,000	\$ 819,000	\$ 527,104	64%
Excess Rev Over (Under)	\$ 375,766	\$ 21,000	\$ 21,000	\$ (354,766)	

Duluth Public Schools
Budget Revisions Fiscal Year Ending June 30, 2019
Period Ending February 28, 2019

Revenues	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 01/31/2019	\$76,570,011	\$18,333,793	\$4,118,820	\$5,952,834	\$7,369,428	\$4,694,192	\$0	\$22,306,905	\$262,450	\$840,000	\$1,496,993	\$141,945,426
CTE Donations	2,710											2,710
Northland Grant		20,000										20,000
Carl Perkins Grant Increase		3,280										3,280
Property Sale						300,000						300,000
												-
												-
												-
												-
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												-
												-
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												-
												-
												-
												-
												-
Revised Budget, 02/28/2019	\$76,572,721	\$18,357,073	\$4,118,820	\$5,952,834	\$7,369,428	\$4,994,192	\$0	\$22,306,905	\$262,450	\$840,000	\$1,496,993	\$142,271,416

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 02/28/2019

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
02/07/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	495.00
02/08/2019	V109781	AFSCME MN COUNCIL 5 EFT	11,675.86
02/08/2019	V106466	CITISTREET FOR MSRS	10,570.95
02/08/2019	V79764	DULUTH FEDERATION OF TEA	34,519.30
02/08/2019	V106637	EBC - FLEX EFT	9,519.55
02/08/2019	V106636	EBC - TSA EFT	60,017.58
02/08/2019	V79771	EDUCATION MN CLERICAL EFT	918.77
02/08/2019	V110013	EDUCATION MN INTEGRATION EFT	89.82
02/08/2019	V102915	FEDERAL 941 PR TAXES	562,088.48
02/08/2019	V107231	HARBOR POINTE CREDIT UNION	6,671.00
02/08/2019	V108066	MG TRUST	133,576.45
02/08/2019	V05173	MN CHILD SUPPORT EFT	1,559.07
02/08/2019	V108320	MN DEPT OF REVENUE EFT	278.46
02/08/2019	V102916	MN STATE PR TAXES	98,127.89
02/08/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	92,116.16
02/08/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	275,238.32
02/08/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,617,307.23
02/22/2019	V106466	CITISTREET FOR MSRS	38,257.29
02/22/2019	V79764	DULUTH FEDERATION OF TEA	34,572.96
02/22/2019	V106637	EBC - FLEX EFT	9,519.55
02/22/2019	V106636	EBC - TSA EFT	59,991.13
02/22/2019	V79771	EDUCATION MN CLERICAL EFT	918.77
02/22/2019	V110013	EDUCATION MN INTEGRATION EFT	89.82
02/22/2019	V102915	FEDERAL 941 PR TAXES	577,179.46
02/22/2019	V107231	HARBOR POINTE CREDIT UNION	6,671.00
02/22/2019	V108066	MG TRUST	132,345.69
02/22/2019	V05173	MN CHILD SUPPORT EFT	1,559.07
02/22/2019	V108320	MN DEPT OF REVENUE EFT	273.49
02/22/2019	V102916	MN STATE PR TAXES	101,186.98
02/22/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	94,837.33
02/22/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	276,373.08
02/22/2019	V79704	U S BANK - PY DIRECT DEPOSIT	320.91
02/27/2019	V106737	ASSOCIATED BANK (EFT)	2,672,717.51
02/27/2019	V06645	MEDICA HEALTH PLAN (EFT)	167,765.50
02/27/2019	V106638	PEIP - HLTH EFT	1,380,397.62
02/27/2019	V80030	DELTA DENTAL PLAN OF MN(EFT)	74,721.12
02/27/2019	V104923	HARRIS BANK	24,834.79
			8,569,302.96

ISD 709 - Duluth Public Schools
GF Investment Activity for FY 2019
As of February 28, 2019

Beginning Investment Balance (January 31, 2019)					\$ 222,938.81
Add Purchases:					
Date	Issuer	Broker	Matures	Yield (YTM)	
<hr/>					
Total Purchases			\$	-	
Deduct Maturities/Calls/Sales:					
Date	Issuer	Broker	Matures	Yield (YTM)	
<hr/>					
Total Maturities			\$	-	
Other items:					
Add:	Money Market Funds Interest			\$	113.05
	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			\$	113.05	
Ending Investment Balance (February 28, 2019)					\$ 223,051.86

Note: Ending Investment Balance as of February 28, 2018 was \$221,761.33

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

Grade Levels	Apr Enrollment	Progression to PU	Projected PU	PUW	Projected APU	MFR EOY
						APU 1718
KG	578	0.9969003494	576.21	1.00	576.21	607.06
HK	78	1.0054638688	78.43	1.00	78.43	74.02
Gr 1-3	1853.88	0.9954307732	1845.41	1.00	1845.41	1844.36
Gr 4-6	1856.59	0.9832219177	1825.44	1.00	1825.44	1789.58
Gr 7-8	1198.25	0.9609500469	1151.46	1.20	1381.75	1399.07
Gr 9-12	2706.95	0.9605426412	2600.14	1.20	3120.17	3114.90
Sub-Total	8271.67	5.9025095971	8077.08		8827.40	8828.99
Other APU Generators						
	Apr Enrollment	Progression to PU	Projected PU	PUW	Projected APU	
Early Childhood	272	0.361821327	98.42	1.000	98.42	100.33
Early Childhood Details	Final Count	Apr 1 Count	Final PU			
15-16	367.00	252	86.97			
16-17	384.00	252	95.08			
17-18	422.00	273	100.32			
18-19*		272	98.42			
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					8925.82	8929.32
Budgeted APU					8884.00	
Net					41.82	

* Projected

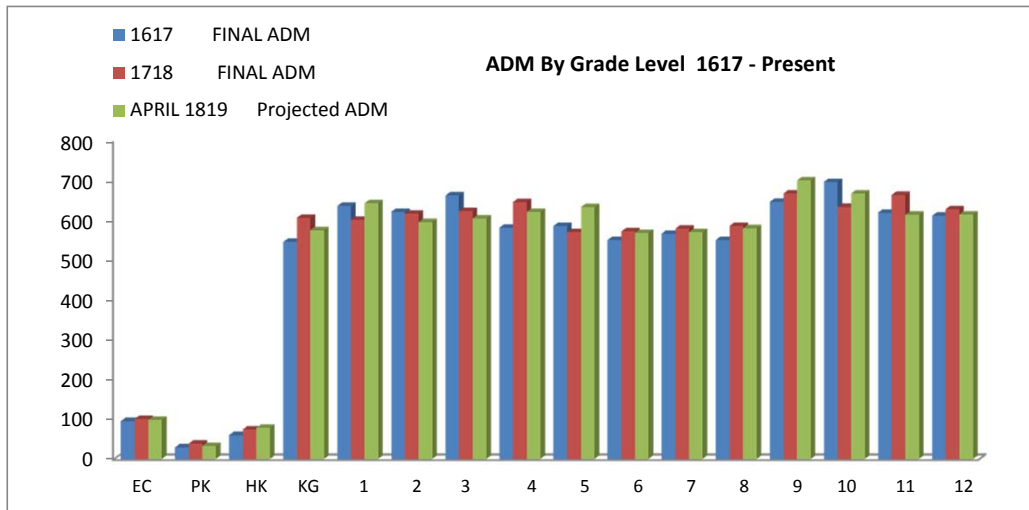
** Included in Grade level projections

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
APRIL 2019**

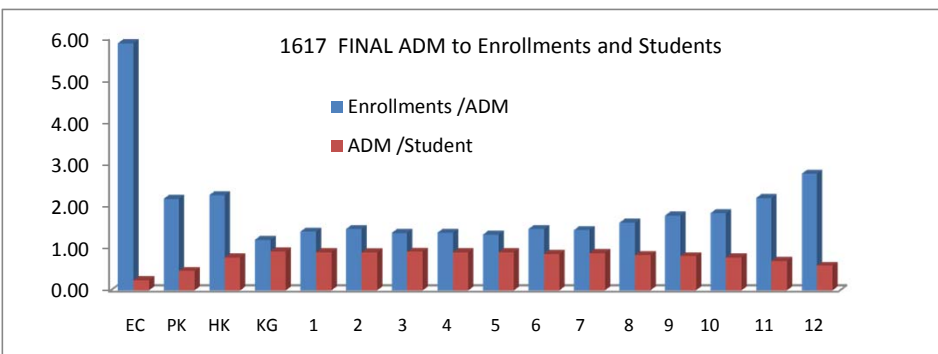
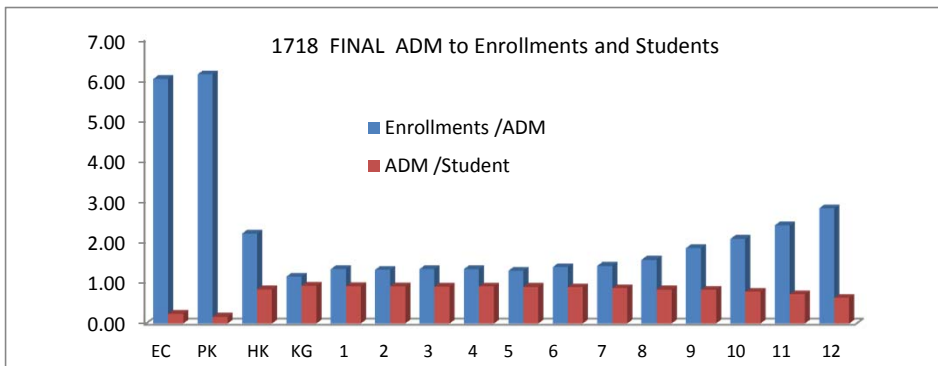
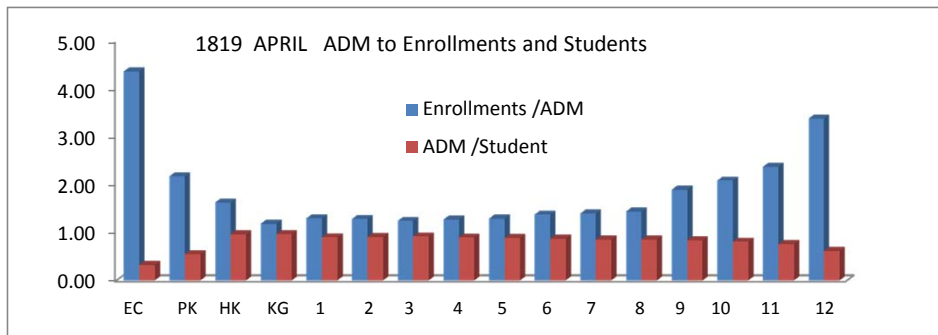
Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	431	304	272	98.42	97.00	4.38	0.32
PK	72	60	55	33.00	48.10	2.18	0.55
HK	128	81	78	78.43	67.00	1.63	0.97
KG	685	593	578	576.21	568.00	1.19	0.97
1	838	712	646.88	643.92	660.00	1.30	0.90
2	769	657	599	596.26	581.00	1.29	0.91
3	756	656	608	605.22	610.00	1.25	0.92
4	793	692	633	622.38	599.00	1.27	0.90
5	822	713	644.69	633.87	631.00	1.30	0.89
6	786	651	578.9	569.19	547.00	1.38	0.87
7	800	666	593.8	570.61	593.00	1.40	0.86
8	838	679	604.45	580.85	613.00	1.44	0.86
9	1333	833	730.4	701.58	681.00	1.90	0.84
10	1399	823	695.9	668.44	655.00	2.09	0.81
11	1463	807	639.6	614.36	590.00	2.38	0.76
12	2088	999	641.05	615.76	638.00	3.39	0.62
Total:	14001	9926	8598.67	8208.50	8178.10	1.71	0.87

GRADE	1617 FINAL ADM	1718 FINAL ADM	APRIL 1819 Projected ADM
EC	95.09	100.31	98.42
PK	28.85	38.4	33.00
HK	59.83	74.02	78.43
KG	546.04	607.06	576.21
1	636.59	602.43	643.92
2	622.13	617.88	596.26
3	662.99	624.05	605.22
4	582.37	646.85	622.38
5	586.63	570.25	633.87
6	551.39	572.48	569.19
7	567.26	579.71	570.61
8	551.08	586.18	580.85
9	647.17	668.14	701.58
10	697.38	634.02	668.44
11	619.99	664.72	614.36
12	612.03	628.87	615.76
Total:	8066.82	8215.37	8208.50



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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	431	304	272	98.42	97.00	4.38	0.32
PK	72	60	55	33.00	48.10	2.18	0.55
HK	128	81	78	78.43	67.00	1.63	0.97
KG	685	593	578	576.21	568.00	1.19	0.97
1	838	712	646.88	643.92	660.00	1.30	0.90
2	769	657	599	596.26	581.00	1.29	0.91
3	756	656	608	605.22	610.00	1.25	0.92
4	793	692	633	622.38	599.00	1.27	0.90
5	822	713	644.69	633.87	631.00	1.30	0.89
6	786	651	578.9	569.19	547.00	1.38	0.87
7	800	666	593.8	570.61	593.00	1.40	0.86
8	838	679	604.45	580.85	613.00	1.44	0.86
9	1333	833	730.4	701.58	681.00	1.90	0.84
10	1399	823	695.9	668.44	655.00	2.09	0.81
11	1463	807	639.6	614.36	590.00	2.38	0.76
12	2088	999	641.05	615.76	638.00	3.39	0.62
Total:	14001	9926	8598.67	8208.50	8178.10	1.71	0.87



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

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MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services
From: Tony Kelekovich,^{TK} Supervisor of Purchasing
Subject: Bid-1269 Vending Services
Date: March 27, 2019

Bids for vending services (vending machines and maintenance) at Lincoln Park Middle School, Ordean East Middle School, Denfeld High School, East High School, and the Area Learning Center were advertised in the Duluth News Tribune and mailed to five (5) area vendors. The attached sheet shows the machine type and quantity needed at each location.

Four (4) vendors responded:

VENDOR

Automatic Vendors
Bernick's Full Line Vending
Coca-Cola Bottling Midwest, Inc.
On-Site Enterprises, Inc.

The bid is being awarded based on the commission offered by the vendor for beverages (water, juice) and snacks (baked chips, baked crackers, granola bars, fruit juice snacks) sold from the machines. Products selected meet the ISD 709 Wellness Policy 533 guidelines and the USDA Smart Snacks in School Standards. Soft drinks ("pop") will not be sold. The attached sheet shows the commission offered by each vendor in the various categories.

It is recommended that the bid submitted for the period May 1, 2019 through June 30, 2023 from On-Site Enterprises, Inc. be accepted. Annual renewals starting July 1, 2020 by mutual agreement of both parties are required in strict accordance with the bid specifications.

**ISD 709
BID-1269 VENDING SERVICES
MACHINES BY SITE**

The quantity, machine type and location were selected by each principal.

Area Learning Center

- 1 – Snack – Hallway near main office
- 1 – Beverage – Hallway near main office

Denfeld High School

- 1 – Snack – Near locker rooms
- 1 – Beverage – Near locker rooms
- 1 – Snack - Inside location – To be determined
- 1 – Beverage - Inside location – To be determined

East High School

- 1 – Snack – Hallway at the back of the office
- 2 – Beverage – Hallway at the back of the office
- 1 – Beverage – Weight room area
- 1 – Snack – Stadium
- 1 – Beverage – Stadium
- 1 – Snack – Teacher’s lounge first floor
- 1 – Beverage – Teacher’s lounge first floor

Lincoln Park Middle School

- 1 – Snack – Commons
- 1 – Beverage – Commons
- 1 – Beverage – Outdoor field

Ordean East Middle School

- 1 – Snack – Near gym
- 1 – Beverage – Near gym
- 1 – Beverage – Outside near the field

ISD 709

BID-1269 RECAP

Product Category	Sell Price	Automatic Vendors	Bernick's Full Line Vending	Coca-Cola Midwest Bottling Inc	Lake Superior Vending	On-Site ²⁷ Enterprises Inc
		Commission	Commission	Commission	Commission	Commission
Plain Water, 20 oz	\$ 1.25	20%	10%	15%	No Bid	21%
Purified Water, 18 oz, w/antioxidants,flavored	\$ 2.25	20%	10%	15%	No Bid	21%
Purified Water, 17 oz, w/antioxidants,vitamins,flavored	\$ 1.50	20%	10%	20%	No Bid	21%
Purified Water, 20 oz, w/electrolytes and minerals	\$ 2.00	20%	10%	15%	No Bid	21%
Organic Water, w/antioxidants, flavored	\$ 2.00	20%	10%	15%	No Bid	21%
Sports Drink, 20 oz, w/electrolyes and vitamins	\$ 1.50	20%	10%	15%	No Bid	21%
Juice, 100%, 12 oz	\$ 1.00	20%	10%	15%	No Bid	21%
Snacks, baked chips, baked crackers, granola bars, fruit juice snacks	\$ 1.00	20%	5%	No Bid	No Bid	21%
NOTES:						
Automatic Vendors changed the sell prices on some of the items, which was not allowed in the bid specifications.						
Coca-Cola did not include snacks in their bid. The bid is incomplete.						

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Billington Contracting, Inc. an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 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 Bid #1272 District-Wide Snow Plowing Services for the period of July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Sites awarded are **Denfeld High School, Homecroft Elementary School, Lakewood Elementary School, and Rockridge Academy.** Total contract award amount has an approximate value of \$32,497.00 depending upon the number and depth of snow events. Total Contract award amount to be determined through execution of this contract based upon rates as defined in the contractor's bid proposal.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
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 in performing said obligations at an annual rate of approximately \$32,497.00 based upon the number and depth of snow events and rates 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 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 Billington Contracting, Inc., P.O. Box 16125, Duluth, MN 55816.

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:

ISD 709 Employee
Cathy Erickson

Position
CFO/Executive Director of Business Services

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

ISD 709 Employee
David Spooner

Position
Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

<i>Robert Billington</i>	470-529022	4/8/2019
Billington Contracting, Inc. Signature	SSN/Tax ID No.	Date

Program Director

Date

32

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:

		Varies By Site Receiving Services			
01	810	015	000	000	130505

Board Chair

Date

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Blotti Contracting an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 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 Bid #1272 District-Wide Snow Plowing Services for the period of July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Sites awarded are **Central High School, Congdon Park Elementary School, East High School, Historical Old Central High School, Laura MacArthur Elementary School, Lincoln Park Middle School, Myers-Wilkins Elementary School, Ordean East Middle School, Piedmont Elementary School, Stowe Elementary School and Transportation.** Total contract award amount has an approximate value of \$96,124.00 depending upon the number and depth of snow events. Total Contract award amount to be determined through execution of this contract based upon rates as defined in the contractor's bid proposal.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
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 in performing said obligations at an annual rate of approximately \$96,124.00 based upon the number and depth of snow events and rates 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 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 Blotti Contracting, 9426 Grand Ave, Duluth, MN 55808.

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.

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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:

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

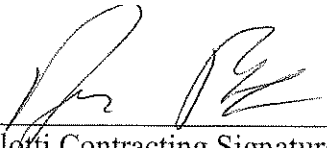
In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

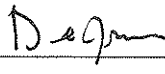
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Blotti Contracting Signature

SSN/Tax ID No.

04-9-19
Date

37


Program Director

4-15-19
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:

		Varies By Site Receiving Services			
01	810	015	000	000	130505

Board Chair

Date

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Viele Contracting an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 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 Bid #1272 District-Wide Snow Plowing Services for the period of July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Sites awarded are **Lester Park Elementary School and Lowell Elementary School**. Total contract award amount has an approximate value of \$14,130.00 depending upon the number and depth of snow events. Total Contract award amount to be determined through execution of this contract based upon rates as defined in the contractor's bid proposal.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
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 in performing said obligations at an annual rate of approximately \$14,130.00 based upon the number and depth of snow events and rates 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 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.

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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 Viele Contracting, 5064 Reid Rd. 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.

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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.

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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.

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

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At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

Viele Contracting Signature

SSN/Tax ID No.

Date

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:

		Varies By Site Receiving Services			
01	810	015	000	000	130505

Board Chair Date

BID TABULATION
SNOW PLOWING SERVICES
for the period of July 1, 2019 through June 30, 2020
BID #1272
Thursday, February 28, 2019 - 2:30 p.m.


Vendor	Billington Contracting		Blotti Contracting		Viele Contracting	
	Bid Bond: 1-6"	6.01-12" above 12	Bid Bond: 1-6"	6.01-12" above 12	Bid Bond: 1-6"	6.01-12" above 12
1 Central	\$600	\$750	\$449	\$950		
2 Congdon Park			\$150	\$400	\$160	\$410
3 Denfeld HS	\$539	\$675	\$625	\$900		
4 East HS			\$645	\$1,400	\$725	\$1,400
5 HOCHS	\$649	\$865	\$645	\$800		
6 Homecroft	\$435	\$545			\$430	\$870
7 Lakewood	\$410	\$600			\$430	\$1,000
8 Laura MacArthur	\$375	\$595	\$330	\$750		
9 Lester Park					\$350	\$1,020
10 Lincoln Park MS	\$565	\$765	\$545	\$800		
11 Lowell			\$475	\$900	\$290	\$500
12 Myers-Wilkins			\$475	\$900		
13 Ordean East MS			\$445	\$750	\$520	\$725
14 Piedmont	\$310	\$440	\$280	\$410		
15 Rockridge	\$189	\$272			\$225	\$425
16 Stowe	\$338	\$615	\$300	\$570		
17 Transportation	\$275	\$320	\$270	\$320		
Total Amount Per Snowfall	\$4,685	\$6,442	\$5,634	\$8,740	\$3,130	\$4,565
Total Annual Amount of Bid	\$97,009		\$119,724		\$65,985	
Total Low Bid Amount	\$1,573	\$2,092	\$4,534	\$6,940	\$640	\$1,110
Low Annual Amount	\$32,497		\$96,124		\$14,130	
TOTAL LOW ANNUAL AMOUNT						\$142,751

\$449	\$690	\$950
\$150	\$250	\$400
\$539	\$675	\$975
\$645	\$900	\$1,400
\$645	\$800	\$1,000
\$435	\$545	\$815
\$410	\$600	\$955
\$330	\$550	\$750
\$350	\$610	\$1,020
\$545	\$800	\$1,200
\$290	\$500	\$650
\$475	\$900	\$1,200
\$445	\$750	\$1,050
\$280	\$410	\$500
\$189	\$272	\$400
\$300	\$570	\$800
\$270	\$320	\$450
\$6,747	\$10,142	\$14,515
		\$142,751

\$142,751

Memorandum

To: Cathy Erickson / CFO Executive Director of Business Services
School Board Members

From: Dave Spooner 

Date: April 2, 2019

Re: BID #1273 – Public School Stadium Track Reconstruction
School Board Approved LTFM FY-20 Project

The above bid was advertised according to statute and School Board Policy. Three (3) bids were received in response to the School District's notice for bids for the PSS Track Reconstruction Project. The attached Bid Tab and recommendation letter reflect the bids received related to the NCE scope of required work.

Recommendation:

It is recommended that the Duluth School Board approve entering into an agreement with Northland Constructors of Duluth, Inc, as listed on the recommendation letter based on their low responsible base bid of \$868,600.00, plus if deemed necessary unit pricing for Common Excavation at \$15.00 per cubic yard, and Class 5 Aggregate at \$41.00 per cubic yard, as provided in response to BID #1273 - **Public School Stadium Track Reconstruction.**

Enclosures

March 21, 2019

David Spooner
Manager of Facilities
Duluth Public Schools
215 North 1st Ave. East
Duluth, MN 55802



Re: Recommendation of Award
Public School Stadium Track Reconstruction
Bid # 1273

Dear David:

I have reviewed the bids the school district received for the reconstruction of the Public School Stadium Track. The (3) signed bid amounts are shown below:

KTM Paving Inc. included a lump sum bid price of	\$1,134,000.00.
Northland Constructors of Duluth, Inc. included a lump sum bid price of	\$868,600.00.
Ulland Brothers, Inc. included a lump sum bid price of	\$883,900.00.
Engineer's Estimate	\$830,000.00.

Northland Constructors included all the necessary documentation including the bid bond, responsible contractor certificate, and non-collusion affidavit with their bids. I therefore am recommending, that the Duluth School District award the project to **Northland Constructors of Duluth, Inc.** in the amount of **\$868,600.00.**

Two unit prices were required as part of the bid. Northland Constructors Unit Prices are as follows:

Common Excavation (CV): \$15.00 per cubic yard
Class 5 Aggregate (CV): \$41.00 per cubic yard

These unit prices will only be used if it is determined necessary that in place aggregates need to be replaced with engineered aggregates.

If you have any questions please contact me at (218) 727-5995.

Sincerely,



David Bolf, P.E. - Partner
Northland Consulting Engineers LLP

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Duluth Public Schools – ISD 709 (“Owner”) and
Northland Constructors of Duluth, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Reconstruction of the running track bituminous and synthetic surfacing. This work includes the “D” areas of the track. Strip synthetic surfacing off of the long/triple jump and apply new synthetic surfacing. Pressure wash all concrete surfaces and curbs once exposed.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Public School Stadium Track Reconstruction.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Northland Consulting Engineers, LLP** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **August 17, 2019**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 17, 2019**.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: \$ **868,600.00**.

5.02 **Unit Price Add Alternate** – After the bituminous is removed the geotechnical engineer will test and determine if the underlying aggregate meets class 5 specifications. If the material does NOT

meet the Mn/DOT class 5 specification, the owner will direct contractor to excavate underlying 6" base material and supply, place, and compact 6" of class 5 aggregate base (CV).

Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s):

- A. Unit Price for Common Excavation (CV): \$15.00 per cubic yard (CY)
 B. Unit Price for Class 5 Aggregate (CV): \$41.00 per cubic yard (CY)

The estimated quantity for both items A and B is 1,155 cubic yards (CV). These items will be paid for at the unit price figures provided above. The items will be measured and tracked in the field during construction. A conversion factor of 1.3 will be used to convert from loose volume (LV) to compacted volume (CV).

5.03

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **30th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **100** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement
 2. Performance bond

3. Payment bond
4. General Conditions
5. Supplementary Conditions
6. Specifications as listed in the table of contents of the Project Manual.
7. Two Sets of Drawings with each sheet bearing the following general title: **Public School Stadium Track Reconstruction.**

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

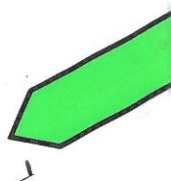
- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 4/1/19 (which is the Effective Date of the Contract).



OWNER:

CONTRACTOR:

Duluth Public School – ISD 709

Northland Constructors of Duluth, Inc.

By: _____

By: 

Craig Ploetz

Title: _____

Title: Vice President

Attest: _____

Attest: 

Title: _____

Title: Contract Specialist

Address for giving notices:

Address for giving notices:

4843 Rice Lake Road

Duluth, MN 55803



COOPERATIVE STRATEGIES

COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

DULUTH PUBLIC SCHOOLS

PROPOSAL TO PROVIDE BOUNDARY PLANNING SERVICES

APRIL 11, 2019

PREPARED FOR:

Duluth Public Schools
215 N. 1st Avenue East, Rm 214
Duluth, MN 55802
T 218.336.8700

PREPARED BY:

Cooperative Strategies
3325 Hilliard Rome Road
Hilliard, OH 43026
T 614.798.8828

OUR MISSION

Cooperative Strategies is dedicated to assisting local educational agencies in providing quality facilities for America's students. Our experienced and knowledgeable staff offers guidance throughout every step of the planning and financing of educational facilities—utilizing innovative technology, out-of-the-box problem solving methods, and inspiration from the best practices across the country.

It is our mission to build long-term relationships with our clients and provide them with resources and services for any and all of their needs along the way. This commitment allows our clients the peace of mind to focus on their core mission of educating students.

OUR EXPERTISE

FACILITIES PLANNING/ DEMOGRAPHIC SERVICES:

- Annual and Five-Year Reports
- Attendance Boundary Analyses
- Capacity Analyses
- Community Outreach
- Design Standards & Guidelines
- Developer Fee Justification Studies
- Developer Impact Analyses
- Developer Negotiations
- Educational Adequacy Analyses
- Educational Specifications
- Enrollment Projections
- Facilities Assessments
- Facilities Master Planning
- Facilities Usage Fee Justification Studies
- Geographic Information Systems Projects
- School Facilities & Funding Action Plans
- School Facilities Needs Analyses
- Trustee/Voting Areas

FINANCIAL ADVISORY SERVICES:

- Bond Anticipation Notes
- Certificates of Participation
- Continuing Disclosure
- Debt Refunding/Restructuring
- Funding Programs
- General Obligation Bonds
- Lease Revenue Bonds
- OPEB Benefits
- Redevelopment/Urban Renewal
- Special Tax Bonds
- Tax and Revenue Anticipation Notes

PROGRAM IMPLEMENTATION SERVICES:

- Clean Energy/Energy Efficiency
- Owner's Representation
- Project Management
- Site Acquisition/Disposition
- State Funding Assistance

SPECIAL TAX/ASSESSMENT SERVICES:

- Assessment District Administration
- Assessment District Formation
- Community Facilities District Administration
- Community Facilities District Formation
- Delinquency/Foreclosure Assistance
- Parcel Taxes

BROWSER BASED SOFTWARE:

- CerTracs™
- Facility101™
- DisclosureCompliance™
- myschoolLOCATION™

TOC

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LETTER OF INTEREST

Mr. Bill Gronseth
Duluth Public Schools
215 N. 1st Avenue East, Rm 214
Duluth, MN 55802

RE: Proposal to Provide Boundary Planning Services

Dear Mr. Gronseth,

Cooperative Strategies is pleased to submit the enclosed proposal ("Proposal") to provide boundary planning services to Duluth Public Schools ("DPS" or "District").

Over the past 25 years, Cooperative Strategies has helped plan and finance school facilities for more than 2,000 Local Educational Agencies ("LEAs") across the nation. Our philosophy is to provide relationship-based consulting services primarily to LEAs; we believe it is important to thoroughly understand our clients' specific needs, which cannot be done as efficiently as consultants that serve competing public-sector entities. Furthermore, we believe in building long-lasting partnerships to aid our clients in achieving their long-term goals and objectives.

Throughout our history, we've helped school districts of all sizes across the country with boundary planning and redistricting. Our advanced Geographic Information Systems ("GIS") capabilities allow us to create and modify boundary scenarios in real time. This means that while attending meetings with school corporation leadership, we can immediately illustrate how changes will impact different schools.

Thank you again for the opportunity to submit the enclosed Proposal. Should you have any questions, please do not hesitate to contact me as I will serve as the primary point of contact for the District. We look forward to the prospect of working with DPS!

Sincerely,



Matt Sachs
Associate Director
614.526.3065
msachs@coopstrategies.com

FIRM OVERVIEW

About Us:

Cooperative Strategies was formed to offer premier consulting services to LEAs across the nation and has been aiding school districts in providing quality facilities for their students for over 25 years. In just the past few years, we've grown from a California-based company to a nationwide firm, with 50 professionals seated in three (3) locations in California, Colorado, and Ohio.

As our firm grows, we strive to continually expand our resources and offer fresh approaches to our clients with improved scale and capabilities. This includes a commitment to embrace technological advances and build efficiencies so we can offer cost-effective consulting to school districts all over the country, regardless of their distance from our offices.

Having served more than 2,000 educational clients across 47 states and several countries, we provide our clients a unique level of service that is based on the best practices in the industry. We focus on building long-term relationships, which means our services are not concentrated on a one-time transaction, but rather on the specific characteristics and future goals of our clients.

Our Services:

Our professionals are dedicated to providing school districts with unique planning solutions from an experienced perspective. We pride ourselves on focused expertise while maintaining the ability to offer a broad spectrum of customized services in the areas of facilities planning/demographics, financial advisory, program implementation and special tax/assessment services.

Our comprehensive services allow us to serve as the voice of a school district from initial planning to final construction while taking on a pivotal role in ensuring the overall educational vision is understood and accounted for at all times. By truly becoming a partner with our clients, we become an extension of the school district itself, effectively freeing up time and effort to allow administration to focus on their core mission of educating and serving students.



STATS:

25+
YEARS
OF
EXPERIENCE

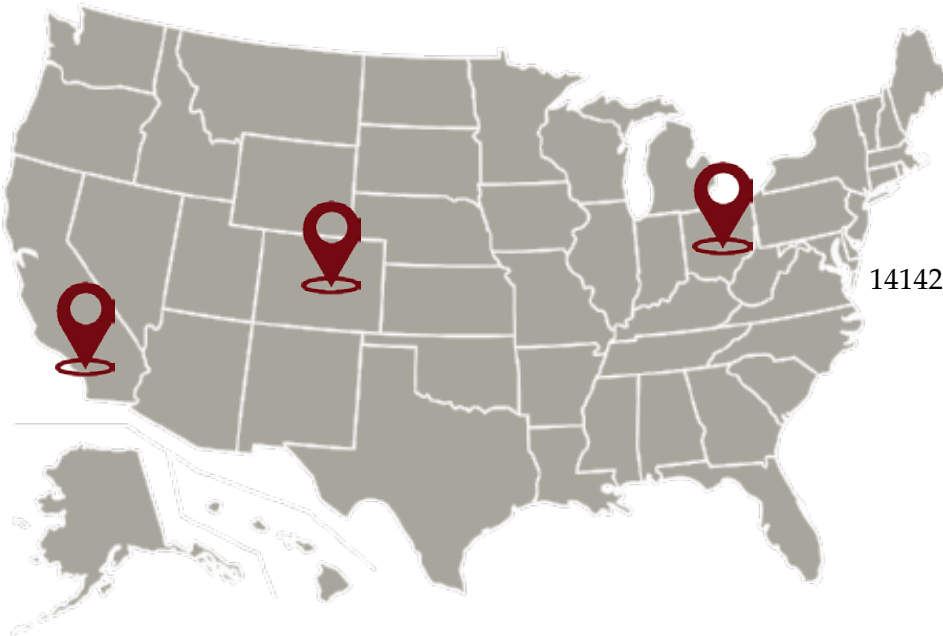
3
U.S.
OFFICE
LOCATIONS

30 +
UNIQUE
SERVICE
LINES

2,000 +
SCHOOL
DISTRICTS
SERVED

15 +
BILLION
DOLLARS IN
BONDS

Our Office Locations:



OHIO

3325 Hilliard Rome Road
Hilliard, OH 43026
T 614.798.8828

COLORADO

14142 Denver W. Pkwy., Ste. 280
Lakewood, CO 80401
T 720.466.8680

CALIFORNIA

8955 Research Drive
Irvine, CA 92618
T 949.250.8300

Team Qualifications:

- **Four (4) Recognized Educational Facility Planners ("REFP")** by the Association for Learning Environments (formerly Council of Educational Facility Planners International ("CEFPI"))
- **Six (6) Series 50 Qualified Municipal Advisors**
- **Certified Geographic Information Systems Professional ("GISP")**
- National recognition as **leaders in educational facility planning** and for effective consensus-building activities
- Backgrounds in **education, technology, facilitation, and management**
- Professional training through and numerous **presentations at state, national, and international organizations**
- Conducting and coordinating projects in **47 states and the District of Columbia, Canada, Kuwait, and Honduras**
- Involvement in developing **prototypical elementary, middle, and high school facilities**
- Over **280 Educational Specifications** for elementary, middle, high and other schools
- Over **250 Facility Plans** for urban, suburban, and rural communities
- Over **4,000 Enrollment Projections**
- One (1) **national** and two (2) **statewide facility assessments**
- Development of **planning standards** for state and local districts

SCOPE OF SERVICES

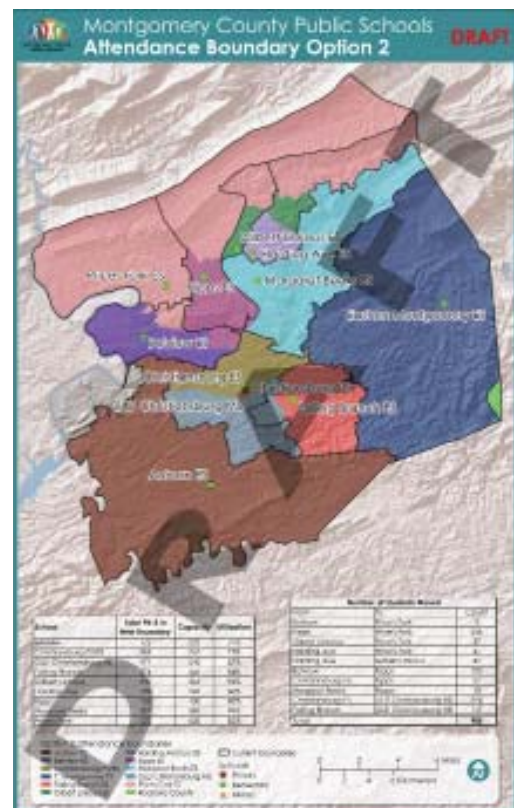
Overview:

Cooperative Strategies positions school districts, states, and nations to develop quality learning environments through a systematic process that maximizes the use of data and community participation. Our goal is to empower organizations with the tools necessary to make smart, practical decisions for students.

Attendance boundary redistricting is a process used by school districts when it has become apparent that re-distribution of students among schools is necessary. This may be due to a variety of factors, including the opening of a new school, increasing or decreasing enrollment, housing trends, student migration, or balancing facility capacity.

Our redistricting process is based on continual feedback and engagement with a school district's administration. In order to ensure consistency with a school district's goals and priorities, our staff communicates with administration early in the process to establish a set of criteria to base potential boundaries off of. Such criteria may include, but not be limited to:

- **Boundary Criteria:**
 - Balanced utilization (enrollment vs. capacity)
 - Enrollment trends and projected growth
 - Clean feeder patterns
 - Educational programs
 - Socio-economic makeup of student bodies
 - Transportation costs
- **Planning Parameters:**
 - Proximity to school
 - Travel time
 - Program continuity
 - Facility utilization
 - School size
 - Diversity





Community Engagement:

Our team believes that school planning must be an inclusive process. It is a powerful opportunity for a school community to come together to determine how educational facilities can be an impetus for change and improvement for all parties. Development of a school district’s facility plan requires the collaboration of educators, administrators, policy makers, community members, and facility experts.

When drawing new attendance boundaries, we recommend a community-based process to ease tension and build consensus about an issue that is often challenging. The process includes both quantitative information, such as enrollment figures and use of GIS, and qualitative information, such as community input and stakeholder opinions.

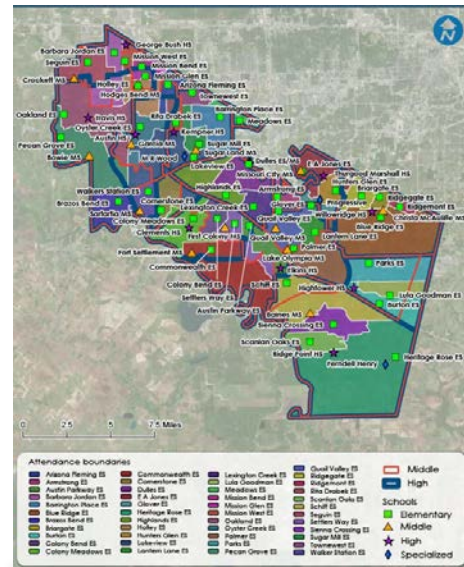
Technological Resources:

GIS:

When redistricting attendance boundaries, we place a heavy emphasis on our technological capabilities that allow us to demonstrate options to our clients. By mapping students and attendance boundaries with GIS, we can display important information in an illustrative meaningful way.

Using GIS, criteria such as natural geography, bus ride times, and demographic make-up of a student population are easily incorporated into a boundary plan to develop scenarios quickly and precisely. Data incorporated into the GIS includes, but is not limited to the following:

- Student locations
- Grade level and school attending
- Demographics including race, gender and free & reduced lunch
- Programming such as ESL
- School locations
- Current and proposed attendance boundaries
- Housing development



School Locator:

Once the final recommended boundaries have been determined, we will upload the scenario into our myschoolLOCATION™ platform. This software-as-a-service is included within our attendance boundary redistricting services for one (1) year after the initial site set up and creation. myschoolLOCATION™ allows a school district's community to use their addresses to identify which schools their students will attend and is accessible through a school district's website.

The interactive software allows users to change views from district wide to school level boundaries. Users can also access driving and walking directions from their home to any school location. If community members are considering moving, they can also use this online tool to drag their home location into any area of the school district's boundaries and the resident schools will automatically populate.

mySCHOOL LOCATION
 a product of ES&S

Fremont Unified School District

Find Your School
 Enter Address, City, Zip
 Find My Schools

Get Directions
 Ardwood Elementary
 Get Driving Directions Get Walking Directions

Address Entered:
 38178 Camden St, Fremont, CA 94536, Fremont, CA

School Boundaries
 Address Found: 38178 Camden Street, Fremont, CA 94536, USA

Parkmont Elementary School
 2601 Parkside Drive
 Fremont, CA 94536
 Phone: 510.793.7492
 Fax: 510.793.1476
 Mascot: Panthers
 Website

Centerville Junior High School
 37720 Fremont Boulevard
 Fremont, CA 94536
 Phone: 510.797.2072
 Fax: 510.794.7588
 Mascot: Mustangs
 Website

Washington High School
 38442 Fremont Boulevard
 Fremont, CA 94536
 Phone: 510.505.7300
 Fax: 510.794.8437
 Mascot: Huskies
 Website

Scope of Work:

The following scope of work outlines the activities and tasks that we have deemed necessary to best assist Duluth Public Schools with redistricting services.

The following scope will be utilized for K-12 Boundary Planning.



ACTIVITY I. DATA ANALYSIS AND REVIEW

Task 1 Data Collection

This task involves collecting and organizing information gathered from the sources identified above. Such data may include, but not be limited to:

- Existing enrollment projections
- District demographic profile
- GIS
- Capacity of facilities
- Corporation's program profile, financial and budgetary information
- Current student database including student ID, lunch program code, special education data, address, and school and grade level data (any identification information such as student name should be eliminated from the database before being submitted to Cooperative Strategies)
- Current housing developments
- Planned and / or approved residential developments within the School Corporation

Task 2 Project Website

This task involves creating a project website and updating as necessary throughout the process to ensure public information is up-to-date with project schedules and status.

ACTIVITY II. BOUNDARY OPTIONS DEVELOPMENT

Task 3 Plan for Planning Meeting

This task involves holding a one-day work session with the School District to set the parameters for the boundary planning process.

Task 4 Boundary Committee Meetings

This task involves facilitating four (4) meetings of local stakeholders to develop boundary options over two (2) days. This committee will utilize all current enrollment data and have a live version of GIS at their disposal to use in the development of options. These options will then be presented to the larger community.

Task 5 Options Packet

This task involves developing an options packet outlining scenarios drafted in the above tasks to be used at community meetings.

Task 6 Focus Group Meetings

This task involves facilitating four (4) focus group sessions to collect anecdotal qualitative feedback from stakeholder groups selected by the District.

ACTIVITY III. INTERACTIVE MAPPING

Task 7 Geographic Information Systems

This task involves the use of GIS to depict students that live within the boundary, students who live in but attend outside the boundary, and students who live outside the boundary but attend in. Population and housing demographics can also be overlaid to determine growth trends in different areas of the School Corporation. GIS services will include:

- Updating existing GIS database from previous planning process
- Geocoding students up to current enrollment
- Updating all boundary maps
- Creating options maps for community input
- Providing adopted boundary maps and physical descriptions of all new boundaries

Task 8 **School Locator**

This task involves providing software as a service ("SaaS") known as myschoolLOCATION™. This SaaS will create the school location software that will be available for the District's residents to identify which boundaries they reside in and the specific school sites their students can attend. Additionally, myschoolLOCATION™ will be linked to and accessible through the District's website. No additional costs will be incurred by the District for this SaaS during the school year(s) in which attendance boundary redistricting services are being provided. Should the District choose to continue using myschoolLOCATION™ after the initial project service period, a separate maintenance agreement can be negotiated.

ACTIVITY V. COMMUNITY OUTREACH

Task 9 **Community Presentation**

This task involves hosting two (2) meetings to share the options with the community. After a presentation of the background data and options packets, participants are asked to work in small groups to identify benefits and challenges of each option.

Task 10 **Web Questionnaire**

This task involves providing a web-based questionnaire to be available to community members who are unable to attend in-person meetings to ensure full participation from stakeholders. All presentation materials and options packets will also be available online.

ACTIVITY VI. FINAL RECOMMENDATIONS

Task 11 **Recommendations Work Session**

This task involves holding a one-day work session with the District to finalize the recommended options. These options will incorporate input from the Community Meeting and the boundary committees.

Task 12 **Final Report**

This task involves compiling the preferred option into an official recommendation that will be presented to the Board for final approval.

Task 13 Board Meeting Attendance

This task involves attending two (2) meetings of the School Board to provide an update on the process and present the final recommendations.

EXPERIENCED PERSONNEL



MATT SACHS
 Associate Director

Matt Sachs has been assisting school districts across the country with facility and demographic planning since 2011. His role as the Geographic Information Systems Analyst is to assist in GIS projects by analyzing spatial data and producing report quality maps for facilities master planning, redistricting, and build-out scenarios.

Prior to joining the Cooperative Strategies team, Matt interned at the Ohio Department of Natural Resources creating and editing parcel data for the potential selling and leasing of property.

Education:

- B.A., Geography & History, Ohio University
- GIS Certificate, Columbus State Community College

Areas of Expertise:

- Geographic Information Systems
- Facilities Master Planning
- Capacity & Utilization Analyses
- Demographic Studies
- Boundary Analysis & Redistricting

Notable Accomplishments:

- Member, Association for Learning Environments ("A4LE") (formerly Council of Educational Facility Planners International)

SAMPLE PLANNING EXPERIENCE:

Arlington Independent School District, TX
Facilities Master Plan; Space Utilization Study

Auburn City Schools, AL
Capacity Analysis; Build-out Scenario

Baltimore City Public Schools, MD
District-wide GIS Mapping

Bridgeport Public Schools, CT
Facilities Master Plan Update

Decatur City Schools, AL
Land Use Analysis

Duval County Public Schools, FL
Space Utilization Study

Fort Bend Independent School District, TX
Facilities Master Planning

Fort Wayne Community Schools, IN
Demographic Analysis

Hamilton Southeastern Schools, IN
Redistricting

Huntsville City Schools, AL
District-wide Capacity Analysis & Space Utilization Study; Unitary Status

Iowa City Community School District, IA
Build-out Scenario

Kingsport City Schools, TN
Facilities Mater Plan; Space Utilization Study

Midland Independent School District, TX
Demographic Analysis; Build-out Scenario; Redistricting

Norfolk Public Schools, VA
Capacity Analysis; Facilities Master Plan

Rochester Public Schools, MN
Facilities Master Plan; Redistricting

Shenandoah County Public Schools, VA
Facilities Master Plan; Redistricting



KAREN DANIEL-HAMBERG
Associate Director

Karen Daniel-Hamberg is involved in the preparation of materials for the many facility planning and demographic services Cooperative Strategies provides to LEAs. She analyzes data to create maps, charts, and tables that clearly illustrate the needs of school districts.

Karen also attends community meetings as a data liaison. She is involved in all aspects of the facilities master planning process, from creating a background report to drafting recommendations.

Education:

- B.A., Geography, Wittenberg University

Areas of Expertise:

- Geographic Information Systems (GIS)
- Facilities Master Planning
- Boundary Planning
- Facilities Assessments
- Capacity & Utilization Studies
- Educational Specifications

Notable Accomplishments:

- Member, Association for Learning Environments (formerly Council of Educational Facility Planners International)

SAMPLE PLANNING EXPERIENCE:

Baltimore City Schools, MD
Rezoning Feasibility Study

Boise School District, ID
Facilities Master Plan

City Schools of Decatur, GA
Grade Configuration Planning; Boundary Planning

Columbus City Schools, OH
Facilities Master Plan

Duval County Public Schools, FL
Facilities Master Plan

Fauquier County Public Schools, VA
Facilities Master Plan

Fort Bend Independent School District, TX
Boundary Planning; Facilities Master Plan; Feeder Alignment

Fort Wayne Community Schools, IN
Demographic Analyses; Enrollment Projections

Fulton County Schools, GA
STEM HS Educational Specifications

Norfolk Public Schools, VA
Enrollment Projections

Olentangy Local School District, OH
Boundary Planning

Polk County Public Schools, FL
Boundary Planning

Rhode Island Department of Education, RI
Statewide Facilities Master Plan & Assessments

School District of Manatee County, FL
Facilities Master Plan

Worthington Schools, OH
Facilities Master Plan; Capacity Analyses

Teays Valley Local Schools, OH
Boundary Planning

Williamsburg-James City County Public Schools, VA
Boundary Planning



SEAN HAYES
Associate

Sean Hayes provides demographic support to Cooperative Strategies by performing various analyses. His background enables him to accurately interpret data that is used to project enrollment, define boundaries, and determine facility capacity for school districts across the country.

Prior to joining Cooperative Strategies in 2018, Sean worked in catering/event management where he oversaw scheduling and procurement, developed and led employee training, and managed large-scale events.

Education:

- B.S., GIS and Spatial Analysis, The Ohio State University
- Minor, Economics

Areas of Expertise:

- Boundary Analysis & Redistricting
- Capacity and Utilization Studies
- Enrollment Projections
- Geographic Information Systems ("GIS") Analysis
- Live/Attend Analysis
- Student Demographic Analysis

SAMPLE PLANNING EXPERIENCE:

Arlington Independent School District, TX
Facilities Master Plan

Auburn City Schools, AL
Enrollment Projections

Calhan School District, CO
Enrollment Projections

Canby School District, OR
Enrollment Projections

Center Grove Community School Corporation, IN
Redistricting; Boundary Planning

Columbia Public Schools, MO
Enrollment Projections

Dallas School District, OR
Enrollment Projections

Greene County Schools, TN
Enrollment Projections

Hamilton Southeastern Schools, IN
Redistricting; Boundary Planning

Huntsville City Schools, AL
Enrollment Projections

Mt. Diablo Unified School District, CA
Enrollment Projections

Norfolk Public Schools, VA
Enrollment Projections

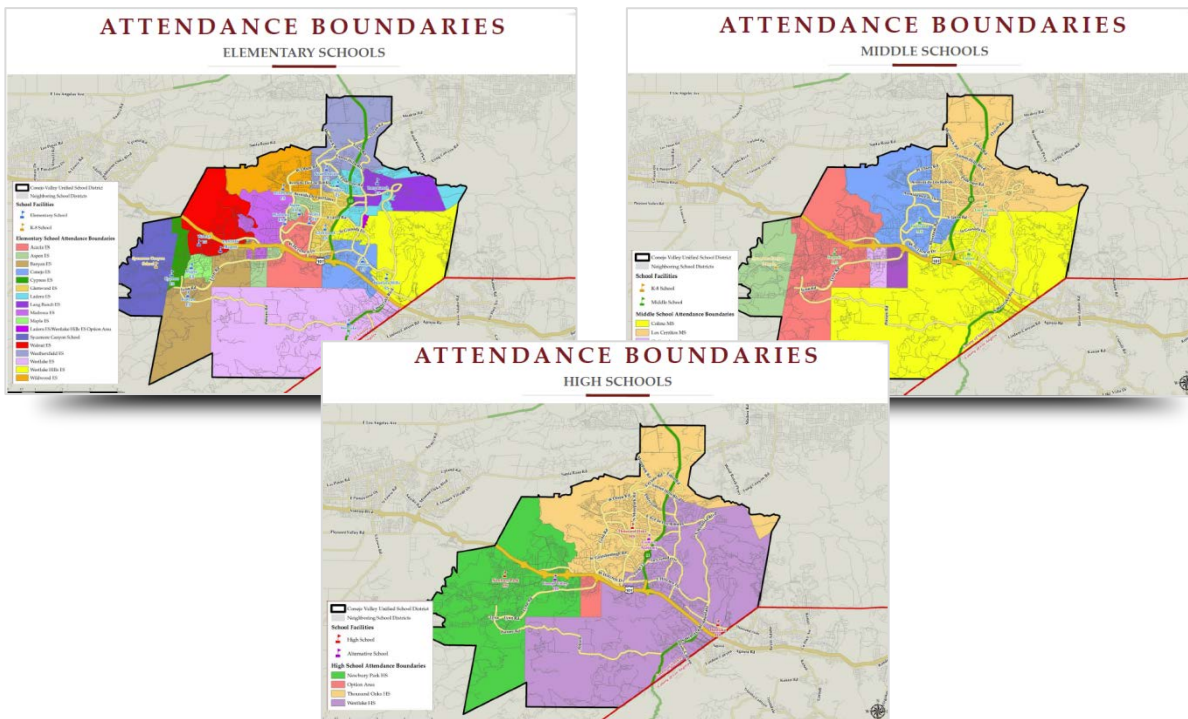
Perrydale School District, OR
Enrollment Projections

Rochester Public Schools, MN
Demographics; Facilities Master Plan

PAST PROJECTS

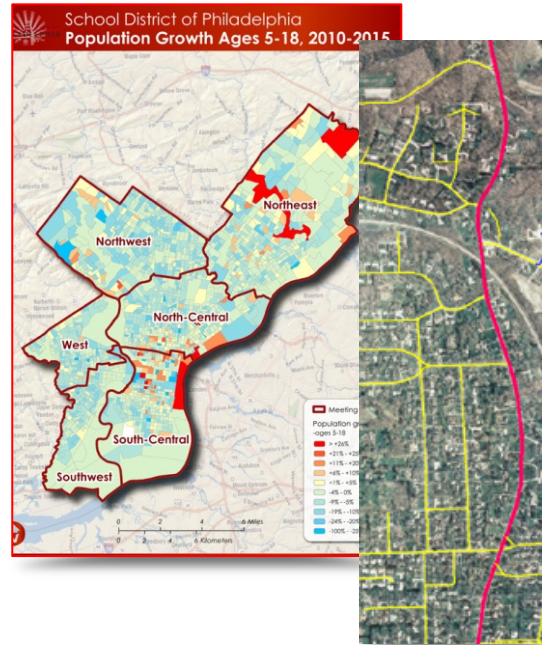
Sample Redistricting Clients:

- Adelanto School District, CA
- Baltimore City Public Schools, MD
- Bridgeport Public Schools, CT
- Cleveland Heights – University Heights City School District, OH
- Cypress School District, CA
- Duval County Public Schools, FL
- Fort Bend Independent School District, TX
- Huntsville City Schools, AL
- Kokomo-Center School Corporation, IN
- Lake Elsinore Unified School District, CA
- Lapeer Community Schools, MI
- Marysville City Schools, OH
- Middletown City School District, OH
- Midland Independent School District, TX
- Montgomery County Public Schools, VA
- Moreland School District, CA
- Olentangy Local Schools, OH
- Palm Springs Unified School District, CA
- Pasadena Unified School District, CA
- Polk County Schools, FL
- Princeton City School District, OH
- Redondo Beach Unified School District, CA
- Rialto Unified School District, CA
- Roseville City School District, CA
- Shenandoah County Public Schools, VA
- South-Western City Schools, OH
- Teays Valley Local School District, OH
- Williamsburg-James City County Public Schools, VA

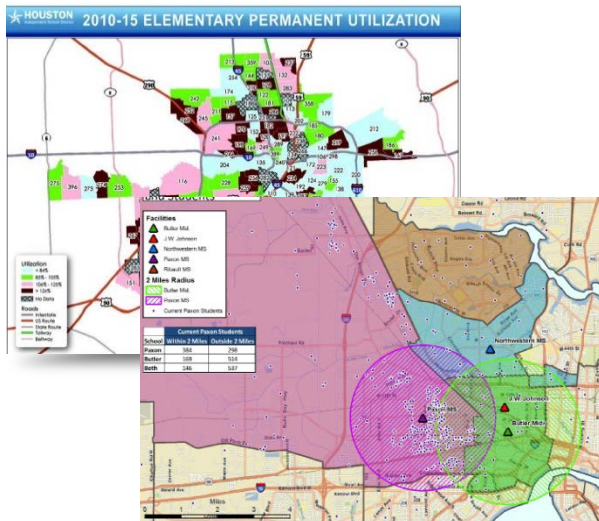


Sample GIS Clients:

- Alexandria City Public Schools, VA
- Anchorage School District, AK
- Austin Independent School District, TX
- Baltimore City Public School System, MD
- Beaufort County School District, SC
- Beverly Hills Unified School District, CA
- Bridgeport Public Schools, CT
- Broward County Public Schools, FL
- Catholic Diocese of Arlington, VA
- Clark County School District, NV
- Cleveland Heights-University Heights City SD, OH
- Cleveland Municipal School District, OH
- Columbus Public Schools, OH
- Dayton Public Schools, OH
- Duval County Public Schools, FL
- Fargo Public Schools, ND
- Fort Wayne Community Schools, IN
- Fort Worth Independent School District, TX
- Goose Creek Consolidated Independent School District, TX
- Huntsville City Schools, AL
- Houston Independent School District, TX
- Iowa City Community School District, IA
- Independent School District of Boise City, ID
- Jefferson County Public Schools, CO



- Lapeer Intermediate School District, MI
- Mason City Schools, OH
- Memphis City & Shelby County Schools, TN
- Midland Independent School District, TX
- Montgomery County Public Schools, VA
- Montgomery Public School System, AL
- MSD of Lawrence Township, IN
- Olentangy Local Schools, OH
- Orange County Public Schools, FL
- Peters Township School District, PA
- Pittsburgh Public Schools, PA
- Savannah-Chatham County Public Schools, GA
- School City of Hammond, IN
- School District of Philadelphia, PA
- Scottsdale Unified School District, AZ
- Seattle Public Schools, WA
- South-Western City Schools, OH
- State College Area School District, PA
- Toledo Public Schools, OH
- Virginia Beach City Public Schools, VA
- Washington Township Metropolitan School District, IN
- Williamsburg-James City County Schools, VA
- Worthington City Schools, OH
- Zeeland Public Schools, MI



REFERENCES

School District	Contact Information	Address
Columbia Public Schools	Dr. Peter Stiepleman Superintendent 573.214.3410 pstiepleman@cpsk12.org	1818 West Worley Street Columbia, MO 65203
Rochester Public Schools	Michael Munoz Superintendent 507.328.3000 rhalley@tvsd.us	615 7th Street SW Rochester, MN 55902
Hamilton Southeastern Schools	Dr. Allen Bourff Superintendent 317.594.4100 abourff@hse.k12.in.us	13485 Cumberland Road Fishers, IN 46038
Olentangy Local Schools	Mark Raiff Superintendent 740.657.4050 mark_raiff@olsd.us	814 Shanahan, Suite 100 Lewis Center, OH 43035

FEE PROPOSAL

The proposed fee for Cooperative Strategies to perform the services as described in the Scope of Work in Section II of this Proposal is outlined in the table below.

Service Description	Proposed Fee
K-12 Boundary Planning	\$58,900 (Plus, Estimated Expenses at \$14,855)



202 West Superior Street, Suite 700
Duluth, MN 55802
218.481.7737 Office
info@northspan.org Email

February 22, 2019

Dear Superintendent Gronseth,

Thank you for the opportunity to connect and learn about ISD 709's plans for community discussions and a review of current school attendance area challenges and opportunities. As a firm devoted to community and organizational engagement and development rooted in northeast Minnesota, Northspan combines expertise in facilitation of challenging community conversations and demographic analysis with our knowledge of Duluth Public Schools and the broader community.

The community engagement process will include 9 public meetings at the 9 elementary school locations across the city to generate community input. These sessions will use the District Values Statement as a guiding set of principles and seek to align the selection of new boundaries with the community priorities that emerge from these meetings. We will draw on data from past RSP reports and, if necessary, use our own demographic analysis skillset to supplement our recommendations. Our final report will include proposed boundaries that bring all these elements together into a values-driven document that reflects the community priorities. The timeline to complete this work is 2 to 3 months from approval based on participant schedules.

Our facilitation approach is professional, objective, and inclusive. Northspan will organize and drive this conversation, but you, your board, and the community are responsible for participating and generating the outcomes desired. Elissa Hansen will serve as the principal facilitator for this work, while Karl Schuettler will assist with data analysis and the production of a final report and recommendations to ISD 709. With over twenty years of experience in business & community development, strategic planning, and organizational development, we are well-positioned to assist you with these discussions.

Northspan appreciates the opportunity to assist you with your community engagement and planning efforts. We are pleased to offer the attached proposal for your consideration. If you feel there are any items that are missing or are unnecessary, we welcome the discussion and can consider a different budget number to meet your needs.

We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elissa Hansen".

Elissa Hansen, MBA, EDFP
President & CEO

A handwritten signature in blue ink, appearing to read "Karl Schuettler".

Karl Schuettler
Director, Research & Marketing

GOALS

- Conduct 9 community engagement sessions over a 2-month time frame
- Develop an understanding of community priorities for school attendance areas through engagement sessions and surveys
- Report on community engagement sessions and recommend new school attendance areas within ISD 709 that align with community and district priorities and values
- Develop a process that will be replicable for future conversations around school attendance areas so the district can continue to update its attendance areas on a more regular basis or as necessary

DELIVERABLES

- Community engagement facilitation services
- Results of engagement session raw notes and surveys
- A summary report of the planning process itself including insights gained, who was involved, any obvious recommendations that emerge, or any red flags for future work and updates
- A presentation of the final report that summarizes all findings and presents recommendations on school attendance areas
- Final written report with recommendations delivered to superintendent

APPROACH

1. Work with the superintendent and/or assigned staff to obtain background information and related materials or data developed to date. These will serve as initial background to help us prepare for the sessions and bring together any recommendations.
2. Choose dates and work with district staff to market community engagement meetings.
3. Develop a schedule of 2-hour community engagement sessions at the 9 elementary school locations over a 2-month time frame that will establish community priorities in the development of school attendance areas.
4. Work with district staff to generate an online and written survey to obtain additional stakeholder input.
5. Present mid-way to the school board and staff on progress.
6. Review existing demographic studies and data on the district.
7. Synthesize community engagement session and survey results with demographic studies and data, with periodic check-ins with the superintendent and support from relevant district staff, to ensure alignment with district priorities and the District Values Statement.
8. Develop recommendations to the school board and staff for future school attendance areas.
9. Draft a report on the results and share with the superintendent for review and feedback.
10. Present a final report recommendations to the ISD 709 School Board and staff.

INVESTMENT

Northspan bills for services on a cost reimbursement basis based upon the hourly rates of professional staff involved, and direct charges and travel associated with the work performed. Northspan President & CEO Elissa Hansen will facilitate this work while Director of Research & Marketing Karl Schuettler will lead the compilation and synthesis of the results for the report. Operations Manager Amanda Vuicich will provide additional support. ISD 709's investment in these services is estimated to be between \$19,900 - \$24,000 depending on the hours spent in revision and is based on the approach and deliverables highlighted above.

PROFESSIONAL STAFF

Elissa Hansen, President & CEO

Elissa Hansen leads Northspan with more than 20 years of experience in business, community, organizational, and economic development across Minnesota and Wisconsin. She invests her time creatively advancing others' capabilities through strategic & business planning, facilitation, grant management & writing, financial solutions & packaging, site selection & due diligence, community project funding development, and communications & brand development.

<https://www.linkedin.com/in/elissahansen/>

Relevant Credentials, Experience, and Expertise:

- Strategic planning facilitation as an individual lead or with teams for a variety of communities, private businesses, and organizations including but not limited to the East Range Joint Powers Communities, Bayfield County Economic Development Corporation, Aitkin Area Chamber of Commerce, City of Duluth, Zeitgeist Center for Arts & Community, Lake Superior Ice Festival, Statewide Health Improvement Program, Minnesota Power Regional Development & Community Relations, NORTHFORCE, North Point Geographic Solutions, Buzz Frenzy, and Lake Superior Consulting. Each of these projects included teams of people with multiple and competing perspectives on the situation they were currently in and worked toward a common vision.
- Knight Foundation's Intensive Study Tour & Training in Copenhagen, Denmark included a curated week of engaging lectures, planning workshops, and approaches to transform cities into places where public life can thrive.
- Master Class with Gehl Architects on public life studies and engagement strategies focused on people-first design, master planning, and urban development frameworks.
- Certified Economic Development Finance Professional with coursework in business credit analysis, real estate finance, and the art of deal-structuring with recertification courses in loan packaging, negotiating and problem-solving, as well as developing and financing affordable for sale housing.
- Served as a Duluth City Councilor, Council President, and Council Finance Committee Chair between 2016 – 2018. In this role Elissa's abilities and knowledge around inclusion, equity, and diversity grew exponentially. She was challenged at every meeting to create a welcoming and comfortable place for all residents and set a precedent for civil behavior. In this time, she worked with the community and councilors to update the City's Tools of Civility which now states "The Duluth City Council promotes the use and adherence of the tools of civility in conducting the business of the council. The tools of civility provide increased opportunities for civil discourse leading to positive resolutions for the issues that face our city. We know that when we have civility, we get civic engagement, and because we can't make each other civil and we can only work on ourselves, we state that today I will: pay attention, listen, be inclusive, not gossip, show respect, seek common ground, repair damaged relationships, use constructive language, and take responsibility."

Elissa has been directly involved in community engagement processes in numerous rural communities across northeast Minnesota and northwest Wisconsin. These tight-knit communities often have passionate and dedicated community advocates, but need assistance in recognizing their assets, gathering their ideas into a coherent plan, and following through on ideas to create genuine change in the community. So much of this work includes the ability to successfully create space for these

communities to look at their future and aid them in making connections to resources that will get them moving in that direction.

In Aitkin, Elissa facilitated a community group through a full day strategic planning session bringing together members of partnering and opposing groups within the community. This session was designed to develop an Aitkin Area Chamber of Commerce Strategic Plan that all groups could get behind. Establishing stronger working relationships and a better understanding of the local business needs was a top objective. The plan was action oriented which led to community buy in and participation as well as the creation of a BR&E program and began to lead Aitkin forward through a necessary evolution in the community. A similar approach was taken with the Bayfield County Economic Development Corporation Strategic Plan and the East Range Joint Powers Board Strategic Action Plan.

Karl Schuettler, Director, Research & Marketing

Karl Schuettler manages regional economic development partnerships, provides support services to local communities, and researches and analyzes economic trends for Northspan's clients. He joined Northspan in September 2016, and has previous experience in local economic development, organizational planning and analysis, public relations, and freelance journalism. A Duluth native, he holds a bachelor's degree from Georgetown University and a master's degree in urban and regional planning from the University of Minnesota.

<https://www.linkedin.com/in/karl-schuettler-30336368/>

Relevant Credentials, Experience, and Expertise:

- Completed Northspan's study on drivers of housing costs and policy solutions completed in 2018, *Housing for the Next Generation of Duluth's Workforce: A Comparative Study of Single-Family Housing Construction Costs in Duluth*. The study included a list of recommendations to enhance housing affordability in Duluth, including multiple policies and programs.
- Multiple market research projects in Duluth, including vacancy rate calculations for the Greater Downtown Council and assessments of the downtown Duluth apartment and office space rental markets for private developers.
- Manages the Northland Connection program, including regular activity maintaining the program's database of commercial sites and buildings in Duluth, provision of data and property information to city staff, and participate in meetings as invited by Duluth Business Development partners.
- Involved in discussion and work surrounding the Opportunity Zones program since its inception, including discussion of designations of zones in Duluth, panel participation in discussions of the program, and Northspan's lead in the build-out phase of the Duluth LISC project portal.
- Business Retention and Expansion visits through contact with all businesses with a physical address in the City of Silver Bay in a process the led to policy recommendations and ongoing community meetings, spring 2018
- Support for community engagement processes and feasibility studies led by other Northspan staff, including work in Hermantown, Itasca County, East Range communities, International Falls, and with several regional partnerships including the Laurentian Vision Partnership, Arrowhead Growth Alliance, and NORTHFORCE
- Internal policy and procedure writing through stakeholder focus groups, Hennepin County Human Services and Public Health Department, 2015-2016

- Active role in several regional economic development efforts that include dozens of member communities and organizations and require stakeholder input, including directing the Northland Connection program and membership on the board of the Iron Range Economic Alliance
- Undergraduate degree in Regional and Comparative Studies from Georgetown University's School of Foreign Service, with coursework in diplomacy, conflict negotiation, and research methods. Coursework included community engagement work with the District of Columbia Public Schools.
- Master's degree in Urban and Regional Planning from the University of Minnesota's Humphrey School of Public Affairs, with coursework in public participation process planning, demographic analysis, and community research methods. Completed a capstone project on housing prices along transit lines for a community land trust.

Amanda Vuicich, Operations Manager

Amanda Vuicich joined the Northspan team in August 2018 and currently serves as the firm's Operations Manager. She holds a bachelor's degree in International Studies from the University of Minnesota Duluth. Amanda also serves as a member of the FUSE Duluth Social Media Committee.

<https://www.linkedin.com/in/amanda-vuicich-6b6539166/>

Relevant Credentials, Experience, and Expertise:

- Manages all client fiscal agent needs, including invoicing and accounts receivable, as well as communication with state and federal agencies, as needed.
- Coordinates logistics and administration of event planning for clients, such as Minnesota Power Community Advisory Panels, Laurentian Vision Project, and Arrowhead Growth Alliance.
- Member of NORTHFORCE team: managing budget, invoicing funding partners, handling accounts receivable and accounts payable, social media posts, and working with consultants on job post administration.
- Managing real estate listings and business resource data for Northland Connection.

NORTHSPAN'S PROCESS AND CAPACITY

Northspan and its staff have long track records of successful engagement at a community level to develop stakeholder-informed plans in communities across northeast Minnesota and northwest Wisconsin. While these processes have been diverse, they all included the following elements:

- Conducting a wide range of stakeholder interviews on perceptions of the community, as directed by city or county staff
- Analyzing collected data for themes and reporting back to community and stakeholders on findings
- Providing programmatic and policy recommendations that result in ongoing community meetings to discuss relevant topics and address issues

Over 33 years of community development work and meeting facilitation, Northspan has built a reputation as a reliable partner that will create a careful strategy specific to the context of each engagement process. While the faces of staff members may change, the organization maintains a commitment to neutral, objective facilitation processes that are free of politics or special interests. We are well-rooted in northeast Minnesota and build long-term partnerships with communities and organizations.

Trust is fundamental to our work, and we maintain a high standard of professionalism to continue the legacy we have built. We believe in doing direct outreach in communities instead of waiting for community members to come to us. We identify where community members are and go directly to them, building bridges founded on common interests and goals. We are also well-connected with the communities in which we operate, with ties to bodies of state and local government, private companies, philanthropic organizations, nonprofits, and community leaders. Only with buy-in from a dense network of people and groups can community engagement processes be successful, and we aspire to this comprehensive level of connection in every engagement process.

With a five-person staff, Northspan has the capacity to provide additional research work and administrative support, streamlining our internal processes and allowing us to conduct certain supporting tasks at a lower hourly rate than that of the facilitator. Recent hires have left Northspan even better-positioned to provide community development and outreach work, as Elissa Hansen and Karl Schuettler both bring strong backgrounds in this area through past work in the field, service in public office, and in their education. Our track record of professionalism, responsiveness, and fresh energy allows us to move quickly and leave clients satisfied with the support they receive.

NORTHSPAN'S BUSINESS, COMMUNITY, AND ORGANIZATIONAL DEVELOPMENT PHILOSOPHY

Engagement with diverse participants and viewpoints

Northspan's direct clients include businesses across Minnesota and northern Wisconsin, nonprofits with a wide range of missions and clients, and units of government that represent communities currently totaling over 500,000 residents. Our work directly supports their missions and growth, and we often operate behind the scenes to add value for and increase the capacity of organizations that provide essential goods and services to people from all walks of life. Northspan also looks to build economic opportunity and engages with partners such as the Fond du Lac Tribe of Lake Superior Chippewa to ensure people from all backgrounds can participate in future economic prosperity. Our community engagement and facilitation processes emphasize efforts to bring all parties to the table and advance equity in community conversations.

We research and learn to negotiate internal politics within the communities we serve, at times doing extensive background reading on communities' histories and tapping everyone in our networks to learn what we can about the places we work. Our diligence and knowledge of history allows us to research and break down historical divides, building connections where none had existed before. Our public and private sector experience leaves us very familiar in negotiating tough crowds and tougher conversations around organizational and community change.

We purposefully and proactively seek out those who traditionally are not at the table or invited to the table. We believe in an expansive idea of diversity that works across age groups, race, faith, gender, and sexual orientation. Elissa Hansen's work with emerging leaders and entrepreneurs has crossed and bridged many divides that our communities experience.

Demonstrated curiosity, respect, and understanding of clients' missions

As an organization built on collaborative work across northeast Minnesota, northwest Wisconsin, and beyond, Northspan has a holistic vision of community and economic development and understands how partners can work together to best serve their communities. We know how to navigate a broader community and economic development ecosystem and can help your organization find its niche among its partners to ensure it is not replicating services and providing a distinctive value proposition. In our work, we have provided staffing support to local units of government, including multi-county economic

development partnerships such as GPS 45:93 in East Central Minnesota, multi-municipality collaborative organizations such as the East Range Joint Powers Board, and individual communities such as Sandstone and Silver Bay. We understand the needs of communities that lack enough full-time community or economic development staff and can incorporate an effort to build your capacity to serve into a strategic plan.

Ability to adapt and evolve as needed in service of the client

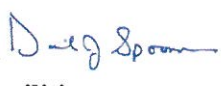
Above all, Northspan's approach emphasizes neutrality and objectivity on behalf of the facilitator which allows us to adapt and evolve as needed. We believe it is the facilitator's role to carefully listen to all perspectives, and to encourage and proactively seek participation from everyone in the room. We also believe it is essential to not only recognize people who show up to community meetings, but also explore methods to encourage participation from groups who are conspicuous in their absence. Our flexible approach to facilitation adapts to client needs, meeting attendees, and new developments over the course of a meeting. When possible, we seek to include non-traditional engagement methods that include the arts and active engagement, which we believe can reach communities in new ways and bring them on board behind a renewed vision of their communities' future. These processes provide an essential foundation for enhanced public life, create strong places that people can call home, and foster economic growth.

Northspan's work is also based on human-centered design in that we learn from the people we are working with by immersing ourselves in their communities or organizations to understand their challenges and opportunities. We make sense of what we learn, identify opportunities for change or movement, and consider how to model or pilot these ideas. Then, together with the community, we bring these ideas to life. This approach works well because it keeps the community and its people central to the process.

Creating communities for people requires the people in the community to be the launching point. How they behave, engage, act, move, think, and work within their communities matters to the outcome. As we observe and analyze communities, gather new data, and use existing data, we begin to understand the reality on the ground. We work with communities and organizations through the process and build partnerships and collaborations to allow for trust. This has the power to change perspectives and perceptions, inviting broader, long-range thinking and creating opportunities to test new ideas and gather more input, all while engaging all types of people in the community. When we take the time to listen, observe, and engage, we can make the best possible recommendations for growth, recovery, and change.

Memorandum

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

From: Dave Spooner 
Manager of Facilities

Date: March 28, 2019

Re: Annual Quotes for District-Wide Contract Services

The following quotes were solicited according to statute and School Board Policy for services to be performed from July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Quote #4309 - District-Wide Carpentry Labor

Quotes were solicited from six contractors for District-Wide Carpentry Labor. It is recommended the Duluth School Board approve entering into a contract with Donald Holm Construction Co., Inc. based on their low quote with an estimated value of \$32,974.40, 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 Donald Holm Construction Co., Inc. for a total estimated value of \$32,974.40 for the period of July 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.

Quote #4311 - District-Wide Annual Fire Extinguisher Service

Quotes were solicited from four contractors for District-Wide Annual Fire Extinguisher Service. It is recommended the Duluth School Board approve entering into a contract with Northland Fire and Safety, Inc. based on their low quote with an estimated value of \$2,223.30, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Northland Fire and Safety, Inc. for a total estimated value of \$2,223.30 for the period of July 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.

Quote #4312 - District-Wide Lawn Care Services

Quotes were solicited from five contractors for District-Wide Lawn Care Services. It is recommended the Duluth School Board approve entering into a contract with Blotti Contracting based on their low quote with an estimated value of \$50,768.00, 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 Blotti Contracting for a total estimated value of \$50,768.00 for the period of May 5, 2019 through September 14, 2019. It is also recommended to approve the option to renew and sign this contract for two (2) additional one-year periods if the amount is determined to be acceptable by both the CFO and Facilities Manager. Contract extension signatures will be based on signing authority. Quote tabulation is attached for your reference.

Quote #4313 - District-wide Refrigeration Repair Services

Quotes were solicited from seven contractors for District-Wide Refrigeration Repair Services. It is recommended the Duluth School Board approve entering into a contract with Lakeshore Ice Co., Inc. dba Carlson Refrigeration based on their low quote with an estimated value of \$15,400.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended the Duluth School Board approve entering into a contract with Lakeshore Ice Co., Inc. dba Carlson Refrigeration for a total estimated value of \$15,400.00 for the period of July 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.

Quote #4314 - District-Wide Refuse Removal and Recycling Services

Quotes were solicited from two contractors for District-Wide Refuse Removal and Recycling Services. It is recommended the Duluth School Board approve entering into a contract with Waste Management based on their low quote with an estimated value of \$94,715.05 with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Recommendation: It is recommended the Duluth School Board approve entering into a contract with Waste Management for a total estimated value of \$94,715.05 for the period of July 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.

Bid #1272 - District-Wide Snow Plowing Services

Bids were solicited from seven contractors for District-Wide Snow Plowing Services. It is recommended the Duluth School Board approve entering into a contract with the following contractors based on their low quote with a total estimated value of \$142,751.00 with the option to renew for two (2) additional one-year periods if acceptable to each party:

Billington Contracting: Denfeld HS, Homecroft ES, Lakewood ES, Rockridge Academy - \$32,497.00
Blotti Contracting: Central HS, Congdon Park ES, East HS, HOCHS, Laura MacArthur ES, Lincoln Park ES, Myers-Wilkins ES, Ordean East MS, Piedmont ES, Stowe ES, Transportation - \$96,124.00
Viele Contracting: Lester Park ES, Lowell ES - \$14,130.00

Recommendation: It is recommended the Duluth School Board approve entering into a contract with Billington Contracting – estimated value of \$32,497.00, Blotti Contracting - estimated value of \$96,124.00 & Viele Contracting - estimated value of \$14,130.00 for a total estimated value of \$142,751.00 for the period of July 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 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 23rd day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Donald Holm Construction Co., Inc. an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 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 #4309 District-Wide Carpentry Labor for the period of July 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 \$32,974.40. Total Contract award amount to be determined through execution of this contract based upon 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 \$32,974.40 based on 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 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 Donald Holm Construction Co., Inc., 3211 West 3rd Street, Duluth, MN 55806.

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

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

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

14. 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:

ISD 709 Employee
Cathy Erickson

Position
CFO/Executive Director of Business Services

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

ISD 709 Employee
David Spooner

Position
Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

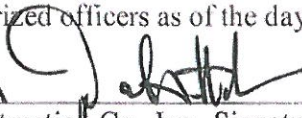
In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

<u>DANIEL A. HOLM</u> Donald Holm Construction Co., Inc. Signature	 I.D.# 6211985 SSN/Tax ID Number	<u>3/15/2019</u> Date
-----------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------	--------------------------

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:

		Varies By Site Receiving Services			
01	810	015	000	000	135003

Board Chair

Date

QUOTE TABULATION
CARPENTRY LABOR
 July 1, 2019 through June 30, 2020
 QUOTE #4309

Tuesday, February 26, 2019 - 2:00 p.m.

Vendor	Carpentry Foreman	Journey-man	(97%) level 8	(93%) level 7	(88%) level 6	(83%) level 5	(78%) level 4	(73%) level 3	(68%) level 2	(63%) level 1	Laborer Foreman	Laborer Semi-Skilled	Laborer	laborer 80%	Estimated Total Amount
Amendola Builders, Inc.															
Donald Holm Construction, Inc	\$72.32	\$68.70	\$67.20	\$65.37	\$63.06	\$60.75	\$58.43	\$56.13	\$53.83	\$51.52	\$63.95	\$63.95	\$63.95	\$63.95	\$32,974.40
	\$98.42	\$92.78	\$90.68	\$87.88	\$84.37	\$80.87	\$77.36	\$73.85	\$70.35	\$66.85	\$87.58	\$87.58	\$87.58	\$87.58	
Home Menders, Inc.															
Krause-Anderson Construction	\$78.59	\$74.97	\$72.72	\$69.72	\$65.97	\$62.22	\$58.47	\$54.72	\$50.98	\$47.23	\$69.92	\$68.83	\$67.74	\$54.20	\$34,817.20
	\$104.85	\$99.41	\$96.43	\$92.45	\$87.48	\$82.51	\$77.54	\$72.57	\$67.60	\$62.63	\$91.84	\$90.21	\$88.58	\$70.86	
J.R. Jensen Construction															
Johnson-Wilson Constructors															

AGREEMENT

87

THIS AGREEMENT made and entered into this 23rd day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Northland Fire and Safety, Inc. an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 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 #4311 District-Wide Annual Fire Extinguisher Service for the period of July 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 \$2,223.30. Total Contract award amount to be determined through execution of this contract based upon annual 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 \$2,223.30 based on annual 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/service 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 Northland Fire and Safety, Inc., 2213 E 5th Street, Superior, WI 54880.

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

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

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

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:

ISD 709 Employee
Cathy Erickson

Position
CFO/Executive Director of Business Services

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

ISD 709 Employee
David Spooner

Position
Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

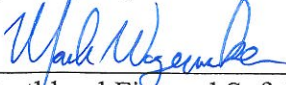
In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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



Northland Fire and Safety Signature

39-1862881

SSN/Tax ID Number

3/15/2019

Date

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:

91

05	865	005	363	000	130500

Board Chair

Date

QUOTE TABULATION
ANNUAL FIRE EXTINGUISHER SERVICE
 July 1, 2019 through June 30, 2020
 QUOTE #4311
 Tuesday, February 26, 2016 - 2:15 p.m.

Vendor	Annual Service Per Unit	Extinguisher Type	Recharging	Hydrostatic Test	6 Year Maintenance	5 Year Class K	Price /Pound of Material	Service	Total Amount	Service	Total Amount	Total Annual Amount of Quote
Action Fire Protection Services 42 Edison Boulevard Silver Bay, Minnesota 55614 phone: 218-226-3322		Dry Chemical						Annual Service		5 Year Class K		
		Halotron						Recharging		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						6 Year Maint		Hose Strap...		
Firemen's Mutual Aid, Inc. P.O. Box 16243 Duluth, Minnesota 55806-0243 phone: 218-722-6271		Dry Chemical						Annual Service		5 Year Class K		
		Halotron						Recharging - Dry		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						5/6 Year Maint		Hose Strap...		
Northland Fire and Safety, Inc. 2213 East 5th Street Superior, Wisconsin 54880 phone: 218-722-8812		Dry Chemical	\$8.37	\$8.52	\$2.43		\$1.03	Annual Service	\$870.75	5 Year Class K	\$80.00	\$2,223.30
		Halotron	\$8.37	\$8.52	\$2.43	\$40.00	\$26.44	Recharging - Dry	\$544.05	Valve Stem...	\$119.50	
		Co2	\$13.68	\$20.44			\$1.84	Hydrostatic Test	\$85.20	Seals/Collar...	\$273.00	
		K-Class	\$20.00	\$40.00			\$19.17	5/6 Year Maint	\$145.80	Hose Strap...	\$105.00	
Summit Companies 1902 East 1st Street Duluth, Minnesota 55806 phone: 218-740-4412		Dry Chemical	\$19.00	\$25.00	\$22.00		<i>na</i>	Annual Service	\$1,316.25	5 Year Class K	\$286.00	\$5,257.25
		Halotron	\$19.00	\$25.00	\$22.00	\$143.00	\$27.76	Recharging - Dry	\$1,235.00	Valve Stem...	\$250.00	
		Co2	\$19.00	\$23.00			\$2.13	Hydrostatic Test	\$250.00	Seals/Collar...	\$280.00	
		K-Class	\$19.00	\$25.00			\$19.80	5/6 Year Maint	\$1,320.00	Hose Strap...	\$320.00	
		Dry Chemical						Annual Service		5 Year Class K		
		Halotron						Recharging - Dry		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						5/6 Year Maint		Hose Strap...		

AGREEMENT

93

THIS AGREEMENT made and entered into this 23rd day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Blotti Contracting 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 5, 2019 and shall remain in effect until September 14, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in Quote #4312 District-Wide Lawn Care Services for the period of May 5, 2019 through September 14, 2019, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$50,768.00. Total Contract award amount to be determined through execution of this contract based upon annual service rates 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 \$50,768.00 based on annual rates for service 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/service 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 Blotti Contracting, 9426 Grand Ave, Duluth, MN 55808.

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:

ISD 709 Employee
Cathy Erickson

Position
CFO/Executive Director of Business Services

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

ISD 709 Employee
David Spooner

Position
Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

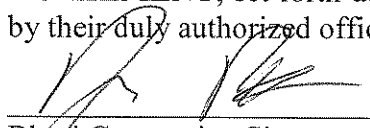
In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

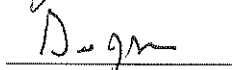
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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


Blotti Contracting Signature

SSN/Tax ID Number

04-9-19
Date


Program Director

4-15-19
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:

97

		Varies By Site Receiving Services			
01	810	015	000	000	130506

Board Chair

Date

QUOTE TABULATION
2019 LAWN CARE SERVICES
QUOTE #4312

for the period of May 5, 2019 through September 14, 2019

	Anderson & Sons Lawn	Blotti Contracting	Choremasters/ Goodwill Duluth	Purdy Lawn Service	Quality Lawn Care
1) Central HS		\$350.00			
2) Congdon Park ES		\$94.00			
3) Denfeld HS		\$170.00			
4) East HS		\$185.00			
5) Historic Old Central		\$94.00			
6) Homcroft ES		\$94.00			
7) Lakewood ES		\$120.00			
8) Laura MacArthur ES		\$120.00			
9) Lester Park ES		\$74.00			
10) Lincoln Park MS		\$375.00			
11) Lowell ES		\$90.00			
12) Myers-Wilkins ES		\$259.00			
13) Ordean East MS		\$300.00			
14) Piedmont ES		\$95.00			
15) Rockridge ES		\$95.00			
16) Stowe ES		\$123.00			
17) Transportation		\$34.00			
Total Amount Per Mowing		\$2,672.00			
Total Annual Amount (19)		\$50,768.00			

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeshore Ice Co., Inc. dba Carlson Refrigeration an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 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 #4313 District-Wide Refrigeration Repair Services for the period of July 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 \$15,400.00. Total Contract award amount to be determined through execution of this contract based upon 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 \$15,400.00 based on 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 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 Lakeshore Ice Co., Inc. dba Carlson Refrigeration, 602 Ogden Ave, Superior, WI 54880.

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

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

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

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:

ISD 709 Employee
Cathy Erickson

Position
CFO/Executive Director of Business Services

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

ISD 709 Employee
David Spooner

Position
Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

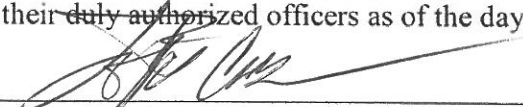
In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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



Lakeshore Ice Co., Inc. dba Carlson Refrigeration Signature 41-1747105 March 18, 2019
SSN/Tax ID No. Date

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:

103

		Varies By Site Receiving Services			
01	810	015	000	000	135003

Board Chair

Date

QUOTE TABULATION
REFRIGERATION REPAIR SERVICES
for the period of July 1, 2019 through June 30, 2020
QUOTE #4313
Thursday, February 28, 2019 - 2:15 p.m.

Vendor	HOURLY RATE			Estimated Total Amount
	Regular	Overtime	Holiday	
Aire Serv 2401 Sahlman Avenue Cloquet, Minnesota 55720 phone: 218-879-1288				
Carlson Refrigeration 602 Ogden Avenue Superior, Wisconsin 54880 phone: 715-395-5513	\$77.00	\$115.50	\$154.00	\$15,400.00
Gartner Refrigeration Company 2331 West Superior Street Duluth, Minnesota 55806 phone: 218-722-4439				
The Jamar Company 4701 Mike Colalillo Drive Duluth, Minnesota 55807 phone: 218-628-3624	\$77.95	\$116.95	\$156.00	\$15,590.00
Letourneau Refrigeration & Heating P.O. Box 16634 Duluth, Minnesota 55816 phone: 218-391-6168				
North Shore Refrigeration 7250 Brighton Street Duluth, Minnesota 55804 phone: 218-525-9396				
Twin Ports Custom Climate 1318 Oakes Avenue Superior, Wisconsin 54880 phone: 715-392-8333				

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Waste Management an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 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 #4314 District-Wide Refuse Removal and Recycling Services for the period of July 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 \$94,715.05. Total Contract award amount to be determined through execution of this contract based upon service rates 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. 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 \$94,715.05 based upon service rates 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 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 Waste Management, 3101 W. Superior St, Duluth, MN 55806.

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

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

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

14. 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:

ISD 709 Employee
Cathy Erickson

Position
CFO/Executive Director of Business Services

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

ISD 709 Employee
David Spooner

Position
Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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


Waste Management Signature

36-2698820
SSN/Tax ID No.

4-4-19
Date

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:

		Varies By Site Receiving Services			
01	805	005	000	000	133004

Board Chair

Date

QUOTE TABULATION

REFUSE REMOVAL AND RECYCLING SERVICES

July 1, 2019 through June 30, 2020


Quote #4314

Thursday, February 28, 2019, 2:00 p.m.

<i>building</i>	<i>size (yd)</i>	<i>pickups</i>	Hartel's/DBJ Disposal Co.	Waste Management	
Congdon Park	6	2		\$38.67	
Denfeld HS	6	2		\$38.67	
Summer Program	6	2		\$38.67	
Denfeld HS	8	3		\$51.56	
PS Stadium	6	on call (40)		\$38.67	
East HS	6(2)	3		\$38.67	
Stadium	6	on call (4)		\$38.67	
Stadium	96 gal (29)	on call (4)		\$234.52	
Facilities (STC)	6	on call (5)		\$38.67	
HOCHS	6	2		\$38.67	
Homecroft	6 (2)	1		\$38.67	
Lakewood	6(2)	1		\$38.67	
Laura MacArthur	6	2		\$38.67	
Summer Program	6	2		\$38.67	
Lester Park	6	2		\$38.67	
Summer Program	6	2		\$38.67	
Lincoln Park MS	6 (2)	3		\$38.67	
Lowell	6	3		\$38.67	
Myer-Wilkins	6	3		\$38.67	
Summer Program	6	2		\$38.67	
Ordean East MS	6	5		\$38.67	
Summer Program	6	2		\$38.67	
Piedmont	6	2		\$38.67	
Summer Program	6	2		\$38.67	
Rockridge	6	1		\$38.67	
Stowe	6	1		\$38.67	
Summer Program	6	1		\$38.67	
Transportation	4	1		\$25.78	
Total Annual Amount (Solid Waste)				\$80,740.05	
Cardboard Pickup per Container				\$15.90	
Total Annual Amount for Cardboard (250)				\$3,975.00	
Paper Pickup per Container				\$3.00	
Total Annual Amount for Paper (1,500)				\$4,500.00	
Confidential Pickup per Container				\$18.33	
Total Annual Amount for Confidential				\$5,500.00	
Total Annual Amount (Recycling)				\$13,975.00	
Total Annual Amount Including Recycling				\$94,715.05	
Optional 30 Yard Roll-Off		per dump		dependant on	
		daily charge		waste and weight	

Memorandum

To: Ms. Rosie Loeffler-Kemp / School Board Chair
Ms. Cathy Erickson / CFO Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: April 10, 2019

Re: Kraus-Anderson Construction Company Sourcewell Project Procurement/Gordian ezIQC for Denfeld High School Stairwell Ceiling Repair Project.
School Board Approved LTFM FY-20 Project

Attached are two copies of a Sourcewell (state contract) agreement with Kraus-Anderson Construction Company. This agreement is to perform the work as defined in plans and specification to repair temporary shoring installed in 2016 for failing stairwell plaster finishes at Denfeld HS, as created by Robert Fern, RW Fern and Associates. These construction services are procured through Gordian ezIQC, Sourcewell contract MN021R-042517-KRU.

The contract sum for this work as defined in the attached Sourcewell Gordian ezIQC agreement is \$534,794.00.

Recommendation:

I am recommending that Ms. Rosie Loeffler-Kemp, School Board Chair, enter into agreement on behalf of the School Board with Kraus-Anderson Construction Company, as authorized by the regular School Board Meeting on April 23, 2019.

The contract sum for the work defined in the Sourcewell agreement is \$534,794.00.

Attachments:

April 8, 2019

Mr. David Spooner, Manager of Facilities
Duluth Public Schools, ISD 709
730 East Central Entrance
Duluth, MN 55811

RE: ISD 709 – Denfeld High School –Plaster Repair

Mr. Spooner,

Thank you for contacting Kraus-Anderson Construction Company regarding your upcoming construction project. As we have discussed, Kraus-Anderson Construction Company currently holds a Sourcewell contract for construction services, under contract number MN02IR-042517-KRU. Kraus-Anderson Construction Company is pleased to offer the following Lump Sum proposal for your review.

We propose to furnish all labor, materials, compensation, public liability insurance and to pay all federal, state and local tax necessary for the ISD 709 – Denfeld High School –Plaster Repair project through the Sourcewell Project Procurement and the ezIQC process for the Lump Sum amount not to exceed, of Five Hundred Thirty Four Thousand Seven Hundred Ninety Four and 00/100 Dollars, **\$534,794.00**.

Clarifications

1. Bid figures access to one stairwell in May during school. And complete access to all stairwells during summer break.
2. Scaffold will be set up in no more than three stairwells at a time throughout construction.
3. Project completion prior to Fall school opening.

Inclusions

1. Sourcewell fee is included.
2. Building permit fee.
3. Temp toilets.
4. Dumpsters.

Exclusions

1. Builders risk insurance.
2. Any and all potential fire protection work (sprinkler heads, system draining, etc). This will be an extra costs if it is deemed necessary.
3. Painting of stair components (handrails, guardrails, fixtures, etc).
4. KA construction trailer. Assume we will have access to a classroom or conference room for construction meetings.

We propose to do the above mentioned work using the following contractors:

<u>Workscope</u>	<u>Name</u>	<u>City, State</u>
WS 6-A Scaffold Erection	Kraus-Anderson	Duluth, MN
WS 9-A Drywall	Quality Drywall and Plastering, Inc.	Duluth, MN
WS 9-K Painting	Regional Contracting & Painting	Duluth, MN
WS 26-A Combined Electrical	Benson Electric Company	Superior, WI

This letter shall serve as a notice to proceed with the project in SUMMER of 2019 under the above mentioned Sourcewell Project Procurement and the eZIQC process. An official contract will follow.

All Costs in this proposal are subject to change due to the project not being entered through the Sourcewell Gordian software system. In the case that the Gordian data entry does not match the costs proposed, this proposal will be void.

If you have any questions regarding this letter, please let me know.

Sincerely,

Dustin Wick
Project Manager

Acceptance

David Spooner, Manager of Facilities

Date

Indefinite Quantity Construction Agreement Purchase Order

This Purchase Order (hereinafter "Purchase Order" or "PO") is entered into and effective this 11th day of April, 2019, by and between the following parties:

Duluth Public Schools, ISD 709
730 East Central Entrance
Duluth, MN 55811

(hereinafter called "Owner"), and

Kraus-Anderson® Construction Company
3716 Oneota Street
Duluth, MN 55807

(hereinafter called "Contractor").

WITNESSETH THAT WHEREAS:

- A. The Contractor entered into an Indefinite Quantity Construction Agreement with Sourcewell (formerly NJPA), dated December 14, 2018 (the "Sourcewell Agreement").
- B. Owner is a Sourcewell Member that requested a Proposal Package from Contractor pursuant to the Sourcewell Agreement.
- C. Owner and Contractor desire to amend the Sourcewell Agreement pursuant to this Purchase Order for the following project: **ISD 709 – Denfeld High School – Plaster Repair** (the "Project").
- D. Except as expressly modified by this PO, all terms and conditions of the Sourcewell Agreement, and all the respective rights and obligations of the parties under the Sourcewell Agreement, shall continue unchanged and in full force and effect. Capitalized words and phrases herein shall have the same meanings as are ascribed to such words in the Sourcewell Agreement, except to the extent otherwise defined in this PO.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby amend the Sourcewell Agreement and agree as follows.

1. Project Name and Description of the Detail Scope of Work:
Repairing plaster walls and ceilings in the stairways of Denfeld High School.

2. Owner's Representative: Mr. David Spooner, Manager of Facilities

3. Contractor's Representative: Mr. Dustin Wick, Project Manager

4. Architect Name and Address: Mr. Robert Fern

RW FERN Associates, Inc. Architects
5517 Grand Ave.
Duluth, MN 55807

5. Contract Sum: The Owner shall pay the Contractor the Contract Sum, NOT TO EXCEED, of Five Hundred Thirty Four Thousand Seven Hundred Ninety Four and 00/100 Dollars (\$534,794.00) plus any future purchase order amendments for the Contractor's performance of this Purchase Order. This NTE contract price will be amended in a future Purchase Order Amendment to a final Lump Sum Amount with the Gordian Cost Attachment Exhibit 1. The attached Exhibits are part of this PO as if each were physically incorporated therein:

Exhibit 1	Contract Sum Breakdown, to be included in a Future Purchase Order Amendment.
Exhibit 2	List of Assumptions and Clarifications, dated April 11, 2019.
Exhibit 3	List of Drawings, Plans and Specifications (the "Contract Documents"), dated April 11, 2019.

6. Date of Commencement: The date of commencement of the Work shall be (a) the date of the PO, (b) upon receipt of the Building Permit for the Project, or (c) the date on which the Construction Manager receives a written notice to proceed from the Owner, whichever is later.

(Alternatively, if a calendar date is desired in coordination with the substantial completion date, please insert a calendar date below.)

The date of commencement shall be (b) upon receipt of building permit .

7. Substantial Completion Date: The Construction Manager shall achieve Substantial Completion of the entire Work not later than N/A calendar days from the date of commencement under this PO (the "Contract Time").

The date of Substantial Completion shall be August 30, 2019.

8. Liquidated Damages: No

If yes, the following language applies:

The Contractor acknowledges and agrees that if the Contractor fails to achieve Substantial Completion of the Work as a whole on or before the required date for achieving Substantial Completion of the Work, as specified in Section 7 of this PO, and subject to adjustments of the Contract Time and/or Substantial Completion date as provided in the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as the Owner's sole and exclusive remedy and Contractor's sole and exclusive liability for such failure, an amount equal to _____ Dollars (\$_____) for each day thereafter that Substantial Completion is delayed beyond the required date for achieving Substantial Completion of the Work.

9. Payment and Performance Bond: Yes, will be provided by Kraus-Anderson. Subcontracted work will not be bonded back.
10. Builder's Risk Insurance: By Owner
11. Amendments to General Conditions: The following amendments are hereby made to the IQCC Contract General Conditions (MN-IRA-GC02-120518-KRU) (the "General Conditions"):
- a. Section 7.1 shall be amended to delete "materials" in the first line and "or provided by the manufacturer" in the last line.
 - b. Section 7.2 shall be amended to read as follows:

"During the guarantee period, the Contractor shall repair and replace at Contractor's own expense, all Work that may develop defects in workmanship."
 - c. Section 18.2 shall be deleted in its entirety.
 - d. The following provisions shall be inserted as Section 25.7:

“Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect’s consultants, Owner’s separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 25 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner. Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, Owner’s separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

If during the Project construction period Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, Owner shall waive all rights in accordance with the terms of this Section 25.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.”

- e. The following provision shall be inserted as Section 25.8:

“The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Agreement. Nothing contained in this Section 25.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents."

The parties hereto have executed this Purchase Order as of the date first set forth above.

**Duluth Public Schools, ISD 709
(Owner)**

**Kraus-Anderson Construction Company
(Contractor)**

By: _____

By: 

Name: _____

Name: Daniel Markham

Title: _____

Title: Director of Operations

Exhibit 2

Assumptions and Clarifications

Assumptions and Clarifications

1. Bid figures access to one stairwell in May during school. And complete access to all stairwells during summer break.
2. Scaffold will be set up in no more than three stairwells at a time throughout construction.
3. Project completion prior to Fall school opening.

Inclusions

1. Sourcewell fee is included.
2. Building permit fee.
3. Temporary toilets.
4. Dumpsters.
5. Furring, gypsum board, and taping of 7 Stair Towers.
6. Plaster patching at walls and ceilings.
7. Caulking hairline cracks in plaster.
8. Painting walls, ceilings and stair undersides per plan.
9. Removal and replacement of existing light fixtures, devices, etc. to allow for repairs in 7 stairwells.

Exclusions

1. Builders risk insurance.
2. Any and all potential fire protection work (sprinkler heads, system draining, etc). These will be extra costs if deemed necessary.
3. Painting of stair components (handrails, guardrails, fixtures, etc).
4. KA construction trailer. Assume we will have access to a classroom or conference room for construction meetings.

Exhibit 3

Drawings, Plans, and Specifications

Specifications: None

Addendum No. 01 by Kraus-Anderson Construction Company, with drawings by RW FERN Associates, Inc., 3 pages, dated February 28, 2019.

Addendum No. 01 issues the following drawings:

A1	Title Sheet	February 28, 2019
A2	Section/Details	February 28, 2019

Drawings by RW FERN Associates, Inc.

A1	Title Sheet	February 28, 2019
A2	Section/Details	February 28, 2019

INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

RFP NUMBER: MN-IRA-GC02-120518

GEOGRAPHIC AREA: State of Minnesota - Iron Range Area

This Agreement dated December 14, 2018, by and between Sourcewell (formerly NJPA) and Kraus-Anderson Construction Company at the following address, 501 South Eighth Street, Minneapolis, MN 55404 hereinafter referred to as the CONTRACTOR.

WITNESSETH: Sourcewell and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the RFP Documents; (Book 1 - Project Information, Instructions to Proposers and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications, Book 5 – Request for Proposal Forms) and Addenda thereto, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by a Sourcewell Member in connection with any Project, including supplemental technical specifications referenced therein, will govern.
- C. The Contractor must, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor must, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor must provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Agreement will be issued by an individual Sourcewell Member. The Purchase Order will require the Contractor to perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcewell.
- B. The Contractor must perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY SOURCEWELL:

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except holidays. Contractor must perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

$$\underline{\quad 1.3892 \quad}$$
 (Specify to four (4) decimal places)
- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor must perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

$$\underline{\quad 1.5189 \quad}$$
 (Specify to four (4) decimal places)
- c. Normal Working Hours Non-Prevailing Wage: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except holidays. Contractor must perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

$$\underline{\quad 1.3892 \quad}$$
 (Specify to four (4) decimal places)
- d. Other Than Normal Working Hours Non-Prevailing Wage: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor must perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

$$\underline{\quad 1.5189 \quad}$$
 (Specify to four (4) decimal places)
- e. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

$$\underline{\quad 1.2973 \quad}$$
 (Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. This Agreement has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original three-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The total term of the Agreement cannot exceed four (4) years. The Contractor may

withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days' written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Agreement at any time.

- B. All Purchase Orders issued during a term of this Agreement will be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which must be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Agreement for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License found in Article 6 below.

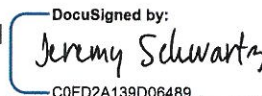
ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Agreement ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information will include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Agreement expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor will not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.
- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and will at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure.


Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Sourcewell Member, this IQCC System License will take precedence.

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

Sourcewell 
By: _____
Authorized Signature

Jeremy Schwartz-Director of Operations & Procurement/CPO
Print Name

Contractor 
By: _____
Authorized Signature

Terry Hart - Vice President, Director of Operations
Print Name

Contract Number: MN-IRA-GC02-120518-KRU (assigned by Sourcewell)

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
Area Learning Center	Narcotics Anonymous	\$60.00	ALC students	For use of gym for February/March 2019
CTE (Denfeld East)	Brett Uchanski	In Kind	Manufacturing Program	To help support growing manufacturing program at ISD709. This equipment will help students learn about tolerances and calculations related to precision machining: 3 Digital Indicators and 3 Speed and Feed Calculators
Denfeld	John and Jan Holt	\$100.00	Softball	
Denfeld	John and Jan Holt	\$150.00	Softball	
Denfeld	Nancy Priolo and John Bradshaw	\$88.00	Softball	
Denfeld	Thomas Meador, Jodi Berquist	In Kind	Students	15 laptop computers
Headstart	Jane Killough	\$50.00	None	
Lester Park	Ann Harrington, H&R Block	In Kind	Gwen Sorbo, 3rd grade	Yaheetech Plastic Stack Stool with Padded Seats Backless Kids Stool for Classroom
Lincoln Park	Concert Donations	\$285.00	Orchestra	Donations given at Spring Orchestra Concert
Lowell	Sam's Club	In Kind	For use during Kindergarten Round Up for healthy snacks in the cafeteria	\$25 gift card

RESOLUTION

Authorizing The Execution And Delivery Of An Amendment To Lease Purchase Agreement
And Supplement To Declaration Of Trust And Approving The Issuance, Sale And Delivery Of
\$23,675,000 Refunding Certificates Of Participation, Series 2019A

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

Section 1. A. Pursuant to the authority contained in Minnesota Statutes, Section 465.71, as amended (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.

B. The District has approved a Long-Range Facilities Plan (the “Plan”), and the Commissioner of Education has approved the District’s borrowing of \$35,404,371 under the Act to finance the purchase of real and personal property for the improvement of the school facilities; such improvements which constitute the Project being described in the Original Lease (as hereinafter defined).

C. By Resolution B-8-09-2680, 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, with the interest component of the rental payments being tax-exempt under the Internal Revenue Code of 1986, as amended, and issuing certificates of participation in the rental payments under the lease purchase agreement in the maximum principal amount of \$35,400,000 pursuant to a declaration of trust.

D. The District selected Associated Trust Company, National Association, Milwaukee, Wisconsin (the “Trustee”) to act as lessor and the trustee as follows: the Trustee, as lessor, entered into a Lease Purchase Agreement dated as of October 1, 2009 (the “Original Lease”) 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 “Original Declaration”), pursuant to which the Certificates of Participation, Series 2009B in the Rental Payments under the Original Lease in the principal amount of \$35,400,000 (the “2009 Certificates”), were executed and delivered by the Trustee.

E. By Resolution B-9-10-2820 adopted September 13, 2010, 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 amendment to the Original Lease to provide additional funds to purchase the real and personal property described in the Plan, as amended, and issuing certificates of participation in the rental payments under a supplement to the Original Declaration in the maximum principal amount of \$1,605,000.

F. The Trustee, as lessor, and the District, as lessee, entered into an Amendment to Lease Purchase Agreement dated as of October 1, 2010 (the “First Amendment to Lease”), to revise and restate the rental payments, such amendment shall modify the Original Lease. The

District and the Trustee also entered into a Supplement to Declaration of Trust dated as of October 1, 2010 (the “First Supplement to Declaration”), pursuant to which the Certificates of Participation, Series 2010D in the rental payments under the Lease in the principal amount of \$1,605,000 (the “2010D Certificates”) were executed and delivered by the Trustee.

G. The District has approved an amendment to the Plan and modified the projects to be financed under the Original Lease, as amended, and the Commissioner of Education has approved the District’s borrowing of an additional \$6,430,000 under the Act to finance additional costs for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

H. By Resolution B-4-12-3008 adopted April 24, 2012, as amended by Resolution B-6-12-3032 adopted June 11, 2012, 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 amendment to the Original Lease, as amended, to provide additional funds to purchase the real and personal property for the items listed for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary), which are a portion of the Project and issuing certificates of participation in rental payments under a supplement to the Original Declaration, as supplemented, in the maximum principal amount of \$6,340,000.

I. The Trustee, as lessor, and the District, as lessee, entered into an Amendment to Lease Purchase Agreement dated as of June 1, 2012 (the “Second Amendment to Lease”), to revise and restate the rental payments, modify the description of the original project and amend other related matters, such amendment modified the Original Lease, as amended. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of June 1, 2012 (the “Second Supplement to Declaration”), pursuant to which the Certificates of Participation, Series 2012B, in the rental payments under the Original Lease, as amended, in the principal amount of \$6,340,000 (the “2012B Certificates”) were executed and delivered by the Trustee.

J. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 4, the District may, for the purpose of extension or adjustment of maturities in relation to resources available for their payment, refinance and restructure its outstanding obligations through the issuance and sale of refunding certificates of participation. The School Board hereby determines that restructuring the 2009 Certificates is necessary for the District to meet its general fund obligations. The School Board further determines that the District shall provide for the issuance of Refunding Certificates of Participation, Series 2019A, to provide for the prepayment and redemption of the 2009 Certificates maturing on and after March 1, 2020 (the “Refunded Certificates”). The Refunded Certificates are called for prepayment and redemption on May 29, 2019 (the “Redemption Date”).

K. The Trustee, as lessor, and the District, as lessee, shall enter into an Amendment to Lease Purchase Agreement dated as of May 1, 2019 (the “Third Amendment to Lease”) to revise and restate the rental payments and amend other related matters, such amendment shall modify the Original Lease, as amended (the Original Lease, as amended by the First Amendment to Lease, the Second Amendment to Lease and the Third Amendment to Lease, is herein referred to as the “Lease”). The District and the Trustee shall enter into a Supplement to Declaration of Trust dated as of May 1, 2019 (the “Third Supplement to Declaration”), pursuant to which

Refunding Certificates of Participation, Series 2019A, in the rental payments under the Lease in the principal amount of \$_____ (the “2019A Certificates”) shall be executed and delivered by the Trustee (the Original Declaration, as supplemented by the First Supplement to Declaration, the Second Supplement to Declaration and the Third Supplement to Declaration, is hereby referred to as the “Declaration”).

L. Forms of the following documents relating to the financing have been prepared and submitted to the School Board:

(1) The Third Amendment to Lease proposed to be made and entered into between the District and the Trustee, as lessor; and

(2) The Third Supplement to Declaration proposed to be made and entered into between the District and the Trustee, as trustee.

Section 2. A. The School Board has determined to proceed with the sale of the 2019A Certificates by direct negotiation to Robert W. Baird & Co. in Milwaukee, Wisconsin (“Baird”), and has determined to retain _____, an independent municipal advisor to provide pricing opinion services.

B. Baird has proposed and the School Board hereby accepts Baird’s proposal to purchase the 2019A Certificates at a cash price of \$_____, plus accrued interest on the total principal amount from May 29, 2019, to the date of delivery and upon condition that the 2019A Certificates are payable at the times and on the terms set forth in the Contract and the Declaration.

C. The 2019A Certificates to be issued shall mature on March 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

Year	Amount	Interest Rate
2020		
2021		
2022		
2023		
2024		
2025		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

D. Redemption. (i) The 2019A Certificates maturing in the years 2020 through 2026 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, in the year 2027 and in subsequent years shall each be subject to redemption and prepayment at the option of the District on March 1, 2026, and on any date thereafter, in whole or in part, and if in part, at the option of the District and in such manner as the District shall determine at a price of par plus accrued interest to the date of redemption, as provided for in the Declaration.

(ii) In the event of damage to all or a portion of the Project and the District makes the certification and election at the times and in the manner as set forth in the Lease, the 2019A Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus accrued interest to the date of redemption, as provided for in the Declaration.

(iii) If the District shall certify to the Trustee to the effect that (a) that the District has sold excess real property owned by the District as of the date of the Third Supplement to Declaration; and (b) that the District has elected to utilize all or a portion of the net sales proceeds from such sale to prepay all or a portion of the 2019A Certificates, then the designated amount of such net sale proceeds for the prepayment shall be deposited in the Prepayment Account and used for the redemption of the 2019A Certificates on the next date for which due notice of redemption can be given, in accordance with provisions of the Lease and the Declaration, for an optional redemption of the outstanding 2019 Certificates; provided, however, such extraordinary redemption call may not be made prior to March 1, 2022, nor after March 1, 2026, shall be made not more than one time and shall be in an amount of not less than \$500,000.

(iv) The 2019A Certificates maturing on March 1 in the years 20___, 20___ and 20___ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Declaration at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the Redemption Date, without premium. The Trustee shall select for redemption, by lot or other manner deemed fair, on March 1 in each of the following years the following stated principal amounts:

For the 2019A Certificates maturing on March 1, 20___:

Year	Amount
*	

* Final Maturity

For the 2019A Certificates maturing on March 1, 20___:

Year	Amount
*	

* Final Maturity

For the 2019A Certificates maturing on March 1, 20__:

Year	Amount
*	

* Final Maturity

E. The School Board, after due consideration, finds such offer reasonable and proper and the offer of Baird is hereby accepted. The Chair and the Clerk are authorized to execute on the part of the District a contract for the sale of the 2019A Certificates in accordance with Baird's proposal.

Section 3. It is hereby found, determined and declared by the School Board that:

A. It is desirable and in the best interests of the District to enter into the Third Amendment to Lease and the Third Supplement to Declaration;

B. The terms of the Third Amendment to Lease and the Third Supplement to Declaration are found to be advantageous to the District and are hereby approved; and

C. The Rental Payments under the Lease are subject to annual appropriation by the District, and the Lease is subject to termination at the end of each fiscal year of the District.

D. Based upon information from Baird, the proceeds of the 2019A Certificates and funds appropriated to the Prepayment Account created in the Declaration will be sufficient to pay the principal and interest due on the Refunded Certificates on May 29, 2019, the Redemption Date.

Section 4. There was created and shall be continued a separate Rental Payment Account (the "Account") for payment of the Rental Payments under the Lease, which shall be a separate segregated account within the District's general fund. The monies in the Account shall be used for no purpose other than the payment of the Rental Payments and the other payments under the Lease. The Chief Financial Officer/Executive Director of Business Services is authorized and directed to transfer monies of the District to the Account, as from time to time authorized by the District's budget, in the amounts so authorized to pay the Rental Payments and the other payments due under the Lease.

Section 5. The Third Amendment to Lease and the Third Supplement to Declaration are hereby approved. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Third Amendment to Lease and the Third Supplement to Declaration substantially in the forms now on file with the Clerk, with such necessary and appropriate omissions, modifications, insertions and additions as do not materially affect the substance of the transaction, consistent with the Act, as the Chair in his discretion shall determine. The execution of the Third Amendment to Lease and the Third Supplement to Declaration by the Chair, with the advice of the Attorney for the District, shall be conclusive evidence of such determination. All of the provisions of the Third Amendment to Lease and the Third Supplement to Declaration,

when executed and delivered as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated herein and shall be in full force and effect from the date of execution and delivery thereof. The District approves the 2019A Certificates being registered as depository obligations with The Depository Trust Company, New York, New York, as set forth in the Declaration.

Section 6. The Chair and the Clerk are hereby authorized to execute and deliver, on behalf of the District, such other documents as are necessary or appropriate in connection with the Third Amendment to Lease and the Third Supplement to Declaration, and the issuance, sale and delivery of the 2019A Certificates.

Section 7. All covenants, stipulations, obligations and agreements of the District contained in this Resolution and the Lease and the Declaration shall be deemed to be the covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the District upon execution and delivery of the Third Amendment to Lease and the Third Supplement to Declaration. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District or its officers by the provisions of this Resolution or of the aforementioned documents to be executed and delivered by the District shall be executed or performed by the District or by such officers of the District, or such board, body, authority or agency thereof as may be required by law to exercise such powers and to perform such duties.

Section 8. Except as herein otherwise expressly provided, nothing in this Resolution or in the Lease and the Declaration, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the District, the Trustee, Baird or any holder of the 2019A Certificates issued under the provisions of this Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, that the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Trustee, Baird and any holder from time to time of the 2019A Certificates issued under the provisions of this Resolution.

Section 9. The officers and other agents or employees of the District are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the refunding of the 2019A Certificates, the Third Amendment to Lease and the Third Supplement to Declaration, and the 2019A Certificates, without further action of the Board, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the 2019A Certificates, the aforementioned documents and this Resolution.

Section 10. In the event any of the officers of the District authorized to execute the documents on behalf of the District under this Resolution shall for any reason be unable to do so, any other officer of the District authorized to act for such designated officer is hereby directed and authorized to do so on behalf of the District with the same effect as if executed by the officer authorized to do so in this Resolution.

Section 11. All actions of the members, officers, employees and staff of the District heretofore taken and in furtherance of this financing are hereby approved, ratified and confirmed.

Section 12. A. The Clerk of the District is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the 2019A Certificates herein authorized have been duly entered on her register.

B. The Chair, the Clerk, the Treasurer and other officers of the District are authorized and directed to prepare and furnish, with regard to the issuance of the 2019A Certificates, certified copies of all proceedings and records of the District relating to the 2019A Certificates and such other affidavits, certificates and opinions as may be required to show the facts relating to the legality, tax-exempt status and marketability of the 2019A Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; that all such certified copies, certificates, affidavits and opinions, including those heretofore furnished, shall constitute representations of the District as to the truth of all statements made by the District and contained herein.

Section 13. The District hereby authorizes the circulation of the final Official Statement in connection with the sale and delivery of the 2019A Certificates.

Section 14. Tax Covenants.

A. The District covenants and agrees with the holders of the 2019A Certificates that the District will (i) take all action on its part necessary to cause the interest on the 2019A Certificates to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the 2019A Certificates and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the 2019A Certificates to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the 2019A Certificates and investment earnings thereon on certain specified purposes.

B. No portion of the proceeds of the 2019A Certificates shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the 2019A Certificates were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the 2019A Certificates or \$100,000. To this effect, any proceeds of the 2019A Certificates and any sums from time to time held in the Lease Revenue Account or the Prepayment Account by the Trustee (or any other District funds or accounts which will be used to pay principal and interest to become due on the 2019A Certificates) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the 2019A Certificates and money in the Lease Revenue Account shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the

2019A Certificates to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the “Code”).

C. The School Board covenants and certifies to and for the benefit of the owners of the 2019A Certificates that no use will be made of the proceeds of the 2019A Certificates which will cause the 2019A Certificates to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder. Pursuant to such covenant, the School Board hereby agrees to comply throughout the term of the issue of the 2019A Certificates with the requirements of Section 148 of the Code and any Treasury Regulations promulgated thereunder and Section 5.01 of the Declaration.

Section 15. Continuing Disclosure. The District acknowledges that the 2019A Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”). The Rule governs the obligations of certain underwriters to require that issuers of municipal obligations enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the obligations. To provide for the public availability of certain information relating to the 2019A Certificates and the security therefor and to permit underwriters of the 2019A Certificates to comply with the Rule, which will enhance the marketability of the 2019A Certificates, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Section 16. Post-Issuance Compliance Policy and Procedures. The School Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The School Board hereby approves the Policy and Procedures for the 2019A Certificates. The Chief Financial Officer/Executive Director of Business Services continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Draft: 3/28/2019

**AMENDMENT TO
LEASE PURCHASE AGREEMENT**

BETWEEN

**ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE
AS LESSOR**

AND

**INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH), MINNESOTA, AS LESSEE**

DATED AS OF MAY 1, 2019

**RELATING TO
\$_____ REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2019A**

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802

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THIS AMENDMENT TO LEASE PURCHASE AGREEMENT dated as of May 1, 2019, by and between ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States and qualified to conduct business in the State of Minnesota (acting in its trust capacity) (the “Lessor” or the “Trustee”), and INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA, an independent school district organized under the Laws of the State of Minnesota (the “District”) as lessee;

WITNESSETH:

WHEREAS, the District has heretofore entered into a Lease Purchase Agreement with the Lessor dated as of October 1, 2009 (the “Original Lease”), pursuant to which the Lessor leased, with an option to purchase, to the District certain improvements to the Facilities (as defined in the Original Lease) and the purchase of personal property to be located thereon as described in the Original Lease (the “Project”) and the District agreed to pay to the Lessor certain Rental Payments (as defined in the Original Lease); and

WHEREAS, pursuant to a Declaration of Trust dated as of October 1, 2009 (the “Original Trust Agreement”), the Lessor issued \$35,400,000 Certificates of Participation, Series 2009B, dated October 1, 2009, evidencing an undivided ownership interest in the Rental Payments made under the Original Lease (the “2009 Certificates”); and

WHEREAS, pursuant to Section 5.5 of the Original Lease, Additional Certificates may be issued under the Original Lease, the Original Trust Agreement and amendments thereto to complete improvements to, or renovation of, the Project, subject to the conditions set forth in Section 5.5 of the Original Lease; and

WHEREAS, the District and the Lessor have entered into an Amendment to Lease Purchase Agreement dated as of October 1, 2010 (the “First Amendment to Lease”), to modify and add items to the Project and to provide for the issuance of Additional Certificates, including increasing the Rental Payments; and

WHEREAS, pursuant to such authority in the Original Lease, Additional Certificates, described as the Certificates of Participation, Series 2010D, dated October 1, 2010, in the principal amount of \$1,605,000 (the “2010D Certificates”), were issued under the Original Trust Agreement, as supplemented by the Supplement to Declaration of Trust dated as of October 1, 2010 (the “First Supplement to Declaration”); and

WHEREAS, the District and the Lessor have entered into an Amendment to Lease Purchase Agreement dated as of June 1, 2012 (the “Second Amendment to Lease”), to modify and add items to the Project and to provide for the issuance of Additional Certificates, including increasing the Rental Payments; and

WHEREAS, pursuant to the authority in the Original Lease, Additional Certificates, described as the Certificates of Participation, Series 2012B, dated June 27, 2012, in the amount of \$6,340,000 (the “2012B Certificates”) were issued under the Original Trust Agreement, as

supplemented, and as further supplemented, by the Supplement to Declaration of Trust dated as of June 1, 2012 (the “Second Supplement to Declaration”); and

WHEREAS, Section 2.01.2(a)(ii) of the Original Trust Agreement and Section 11.4 of the Original Lease provide that Additional Certificates may be issued to refund any certificates issued under the Lease; and

WHEREAS, Sections 5.5 and 11.4 of the Original Lease provides that upon issuance of refunding certificates, the Lessor and the District shall enter into an amendment to the Original Lease to adjust the Rental Payments by an amount sufficient to pay when due the principal and interest on the Outstanding Certificates; and

WHEREAS, the amendments herein made to the Original Lease, as amended, do not prejudice the interests of the Registered Owners of the 2009 Certificates, the 2010D Certificates or the 2012B Certificates issued pursuant to the Original Trust Agreement, the First Supplement to Declaration and the Second Supplement to Declaration; and

WHEREAS, the District has authorized and requested that refunding certificates described as the \$_____ Refunding Certificates of Participation, Series 2019A, dated May 29, 2019 (the “2019A Certificates”), to be issued under the Original Trust Agreement, as supplemented, including the Supplement to Declaration of Trust dated as of May 1, 2019, for the prepayment of the 2009 Certificates maturing on and after March 1, 2020 (the “Refunded Certificates”).

NOW, THEREFORE, the District and the Lessor hereby agree to amend the Original Lease, as amended, as follows:

1. The Rental Payment schedule as set forth on Exhibit B to the Original Lease, Exhibit A to the First Amendment to Lease and Exhibit A to the Second Amendment to Lease is hereby amended and restated by the Schedule of Rental Payments on Exhibit A hereto to adjust the Rental Payments by an amount sufficient to pay when due the principal of and interest on the 2010D Certificates, the 2012B Certificates and the 2019A Certificates. The Original Lease, as amended, and as further amended hereby and all conditions, terms and provisions thereof, as such may apply to the Rental Payments, shall apply to the Rental Payments for each of the 2010D Certificates, the 2012B Certificates and the 2019A Certificates.

2. Except as herein amended, all terms and provisions of the Original Lease as originally executed and as otherwise amended shall remain in full force and effect.

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**EXHIBIT A
SCHEDULE OF RENTAL PAYMENTS**

Installment Payments Payment Date	2010D Certificates Principal Portion	2010D Certificates Interest Portion	2010D Certificates Total Rental Payment	2010D Certificates Interest Rate Per Annum	2012B Certificates Principal Portion	2012B Certificates Interest Portion	2012B Certificates Total Rental Payment	2012B Certificates Interest Rate Per Annum	2019A Certificates Principal Portion	2019A Certificates Interest Portion	2019A Certificates Total Rental Payment	2019A Certificates Interest Rate Per Annum	Combined Total Rental Payment
9/1/2019	--	\$21,330.00	\$21,330.00		--	\$114,684.38	\$114,684.38						
3/1/2020	\$75,000.00	\$21,330.00	\$96,330.00	4.00%	\$290,000.00	\$114,684.38	\$404,684.38	4.000%					
9/1/2020	--	\$19,830.00	\$19,830.00		--	\$108,884.38	\$108,884.38						
3/1/2021	\$75,000.00	\$19,830.00	\$94,830.00	4.00%	\$300,000.00	\$108,884.38	\$408,884.38	4.000%					
9/1/2021	--	\$18,330.00	\$18,330.00		--	\$102,884.38	\$102,884.38						
3/1/2022	\$80,000.00	\$18,330.00	\$98,330.00	4.00%	\$310,000.00	\$102,884.38	\$412,884.38	4.250%					
9/1/2022	--	\$16,730.00	\$16,730.00		--	\$96,296.88	\$96,296.88						
3/1/2023	\$80,000.00	\$16,730.00	\$96,730.00	4.00%	\$320,000.00	\$96,296.88	\$416,296.88	4.500%					
9/1/2023	--	\$15,130.00	\$15,130.00		--	\$89,096.88	\$89,096.88						
3/1/2024	\$85,000.00	\$15,130.00	\$100,130.00	4.25%	\$330,000.00	\$89,096.88	\$419,096.88	4.750%					
9/1/2024	--	\$13,323.75	\$13,323.75		--	\$81,259.38	\$81,259.38						
3/1/2025	\$90,000.00	\$13,323.75	\$103,323.75	4.25%	\$340,000.00	\$81,259.38	\$421,259.38	5.000%					
9/1/2025	--	\$11,411.25	\$11,411.25		--	\$72,759.38	\$72,759.38						
3/1/2026	\$90,000.00	\$11,411.25	\$101,411.25	4.50%	\$355,000.00	\$72,759.38	\$427,759.38	5.000%					
9/1/2026	--	\$9,386.25	\$9,386.25		--	\$63,884.38	\$63,884.38						
3/1/2027	\$95,000.00	\$9,386.25	\$104,386.25	4.50%	\$370,000.00	\$63,884.38	\$433,884.38	5.000%					
9/1/2027	--	\$7,248.75	\$7,248.75		--	\$54,634.38	\$54,634.38						
3/1/2028	\$100,000.00	\$7,248.75	\$107,248.75	4.50%	\$385,000.00	\$54,634.38	\$439,634.38	5.125%					
9/1/2028	--	\$4,998.75	\$4,998.75		--	\$44,768.75	\$44,768.75						
3/1/2029	\$105,000.00	\$4,998.75	\$109,998.75	4.65%	\$400,000.00	\$44,768.75	\$444,768.75	5.125%					
9/1/2029	--	\$2,557.50	\$2,557.50		--	\$34,518.75	\$34,518.75						
3/1/2030	\$110,000.00	\$2,557.50	\$112,557.50	4.65%	\$420,000.00	\$34,518.75	\$454,518.75	5.250%					
9/1/2030			0		--	\$23,493.75	\$23,493.75						
3/1/2031			0		\$435,000.00	\$23,493.75	\$458,493.75	5.250%					
9/1/2031			0		--	\$12,075.00	\$12,075.00						
3/1/2032			0		\$460,000.00	\$12,075.00	\$472,075.00	5.250%					
9/1/2032													
3/1/2033													
9/1/2033													
3/1/2034													
9/1/2034													
3/1/2035													
TOTAL	\$985,000.00	\$280,552.50	\$1,265,552.50		\$4,715,000.00	\$3,570,792.01	\$9,910,792.01						

Draft: 4/10/2019

SUPPLEMENT TO DECLARATION OF TRUST

BY AND BETWEEN

**ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee,**

AND

**INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH), MINNESOTA**

DATED AS OF MAY 1, 2019

RELATING TO

\$_____ REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2019A

THIS SUPPLEMENT TO DECLARATION OF TRUST, dated as of May 1, 2019, supplementing the Declaration of Trust dated as of October 1, 2009, as supplemented, between ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, organized under the laws of the United States of America and qualified to conduct business in the State of Minnesota (the "Trustee"), and INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA, an independent school district organized under the laws of the State of Minnesota (the "District").

WITNESSETH:

WHEREAS, the District, as lessee, and the Trustee, as lessor, entered into that certain Lease Purchase Agreement dated as of October 1, 2009 (the "Original Lease"), by which the Trustee leases its interest in the Project (as defined in the Original Lease) to the District.

WHEREAS, the District and the Trustee entered into a Declaration of Trust, dated as of October 1, 2009 (the "Original Declaration"), which provided for the issuance of \$35,400,000 Certificates of Participation, Series 2009B, dated October 1, 2009 (the "2009 Certificates"), evidencing a proportionate interest in the Rental Payments to be made by the District under the Original Lease.

WHEREAS, the proceeds of the 2009 Certificates are being used to finance a portion of the Costs for the Project.

WHEREAS, the District found and determined that, in order to finance the Project, it was necessary and expedient that the Trustee execute and deliver \$1,605,000 Certificates of Participation, Series 2010D, dated October 1, 2010 (the "2010D Certificates"), evidencing a proportionate interest in the Rental Payments to be made under the Original Lease, as amended, to provide additional funds for the Project.

WHEREAS, the District and the Trustee entered into an Amendment to Lease Purchase Agreement dated as of October 1, 2010 (the "First Amendment to Lease"), to revise and restate the Rental Payments; such amendment modified the Original Lease.

WHEREAS, the Trustee and the District entered into a Supplement to Declaration of Trust, dated as of October 1, 2010 (the "First Supplement to Declaration"), which modified the Original Declaration and which provided for the issuance of the 2010D Certificates.

WHEREAS, the District found and determined that, in order to finance the Project, it was necessary and expedient that the Trustee execute and deliver \$6,340,000 Certificates of Participation, Series 2012B, dated June 27, 2012 (the "2012B Certificates"), evidencing a proportionate interest in the Rental Payments to be made under the Original Lease, as amended, to provide additional funds for the Project.

WHEREAS, the District and the Trustee entered into an Amendment to Lease Purchase Agreement dated as of June 1, 2012 (the "Second Amendment to Lease"), to revise and restate the Rental Payments; such amendment modified the Original Lease, as amended.

WHEREAS, the Trustee and the District entered into a Supplement to Declaration of Trust, dated as of June 1, 2012 (the "Second Supplement to Declaration"), which modified the Original Declaration, as supplemented, and which provided for the issuance of the 2012B Certificates.

WHEREAS, other than the 2009 Certificates, the 2010D Certificates and the 2012D Certificates, no other certificates or obligations are payable from Rental Payments under the Original Lease, as amended.

WHEREAS, the District has found and determined, that in order to adjust and extend maturities of the 2009 Certificates in relation to resources available for their payment, that the 2009 Certificates shall be restructured.

WHEREAS, the District has modified the terms of the Original Lease, as amended, as set forth in an Amendment to Lease Purchase Agreement dated as of May 1, 2019, between the Trustee, as lessor, and the District (the "Third Amendment to Lease"); such amendment modified the Original Lease, as amended by the First Amendment to Lease and the Second Amendment to Lease.

WHEREAS, the School Board of the District has found and determined that, in order to restructure the Rental Payments, that the Trustee execute and deliver \$_____ Refunding Certificates of Participation, Series 2019A, dated May 29, 2019 (the "2019A Certificates"), for the prepayment of the Outstanding 2009 Certificates maturing on and after March 1, 2020 (the "Refunded Certificates"), on May 29, 2019 (the "Redemption Date").

WHEREAS, on the date of issuance of the 2019A Certificates, a portion of the proceeds of the 2019A Certificates and funds of the District in an amount equal to the principal of and interest on the Refunded Certificates on the Redemption Date shall be deposited in the Prepayment Account under Article IV of the Declaration and used solely for the prepayment and redemption of the Refunded Certificates on the Redemption Date.

WHEREAS, the District and the Trustee have agreed that the Trustee will execute and deliver the 2019A Certificates in the form set forth on Attachment A hereto evidencing a proportionate interest in the Rental Payments to be made by the District under the Lease (the Third Amendment to Lease, the Second Amendment to Lease, the First Amendment to Lease and the Original Lease are collectively referred to herein as the "Lease").

WHEREAS, upon delivery from the District to the Trustee of this executed Third Supplement to Declaration, a Request and Authorization and the other items required by Section 2.01.2 of the Original Declaration, the Trustee has agreed to execute and to deliver the 2019A Certificates to the Purchaser.

WHEREAS, the Trustee has agreed on behalf of the Owners of the 2010D Certificates, the 2012B Certificates and the 2019A Certificates to receive the Rental Payments due under the Lease and to apply and to disburse them in accordance with the Original Declaration, as amended by the First Supplement to Declaration, the Second Supplement to Declaration and the Third Supplement to Declaration.

WHEREAS, by this Third Supplement to Declaration, the District agrees to forward the Rental Payments due under the Lease to the Trustee.

WHEREAS, the execution and delivery of this Third Supplement to Declaration and the issuance of the 2019A Certificates provided for herein have been in all respects duly and validly authorized by resolution of the District.

WHEREAS, all things necessary to make the 2019A Certificates, when executed by the Trustee as in this Third Supplement to Declaration provided, the valid, binding and legal limited obligations of the District, according to the import thereof have been done and performed.

NOW, THEREFORE, in consideration of the premises, the covenants and the conditions hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Except as otherwise defined herein, each of the capitalized terms used in this Third Supplement to Declaration shall have the same meaning as set forth in the Original Declaration, the First Supplement to Declaration and the Second Supplement to Declaration and shall have the same meaning as set forth in the Lease. With respect to any defined term that is given a different meaning under this Third Supplement to Declaration, it shall have the meaning designated herein. As used in this Third Supplement to Declaration and recitals hereto, the terms defined in the Original Declaration, the First Supplement to Declaration and the Second Supplement to Declaration shall have the meanings assigned to them therein. In addition, unless otherwise indicated or the context otherwise requires, the following terms shall have the following respective meanings hereunder:

“Refunded Certificates” shall mean the Outstanding 2009 Certificates with stated maturities on and after March 1, 2020, presently outstanding in the aggregate principal amount of \$23,900,000.

“2009 Certificates” shall mean the \$35,400,000 Certificates of Participation, Series 2009B dated October 1, 2009, issued under the Original Declaration.

“2010D Certificates” shall mean the \$1,605,000 Certificates of Participation, Series 2010D, dated October 1, 2010, issued under the First Supplement to Declaration.

“2012B Certificates” shall mean the \$6,340,000 Certificates of Participation, Series 2012B, dated June 27, 2012, issued under the Second Supplement to Declaration.

“2019A Certificates” shall mean the \$_____ Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, issued under the Third Supplement to Declaration.

Section 2. Creation of 2019A Certificates for Issuance. There is hereby created for issuance a series of Additional Certificates to be designated:

REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2019A
Evidencing the Proportionate Interest of the Registered Owner in
Rental Payments to be made by
INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA
Pursuant to a Lease Purchase Agreement, dated as of October 1, 2009, as amended as of
October 1, 2010, June 1, 2012, and May 1, 2019, with
Associated Trust Company, National Association

A. Under Section 2.01.2(a)(ii) of the Original Declaration, as supplemented, the 2019A Certificates shall be issued in the aggregate principal amount of _____ Dollars (\$_____). The 2019A Certificates shall specify May 29, 2019, as their original issue date.

B. In accordance with the restated schedule for the Rental Payments under the Third Amendment to Lease, the 2019A Certificates shall become due and payable on March 1 of the respective years and in the respective principal amounts, and shall bear interest at the respective rates per annum, set forth in the table below:

Year	Amount	Interest Rate
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

C. Pursuant to Section 3.02(a) and (c) of the Original Declaration, the following optional prepayment provision is added for the 2019A Certificates:

“The 2019A Certificates maturing on and after March 1, 2027, shall be subject to prepayment, at the option of the District, in whole and in part, at the applicable Prepayment Price on March 1, 2026, and on any date thereafter, if the District elects to prepay all or a portion of the Principal Portion and Accrued Interest Portion thereon of the Rental Payments.”

D. Pursuant to Section 3.02(b) and (c) of the Original Declaration, the following calamity prepayment provision is added for the 2019A Certificates:

“In the event of damage to all or a portion of the Project and the District makes the certification and election at the times and in the manner as set forth in the Lease, the 2019A Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus accrued interest to the date of redemption, as provided for in Section 3.02(b) of the Declaration.”

E. Pursuant to Section 3.02(c) of the Original Declaration, the following extraordinary redemption provision is added for the 2019A Certificates:

“If the District shall certify to the Lessor and the Trustee to the effect (A) that the District has sold excess real property owned by the District as of the date of this Supplement to Declaration; and (B) that the District has elected to utilize all or a portion of the net sales proceeds from such sale to prepay all or a portion of the 2019A Certificates; then the designated amount of such net sale proceeds for the prepayment shall be deposited in the Prepayment Account and used for the redemption of the 2019A Certificates on the next date for which due notice of redemption can be given, in accordance with provisions of the Lease and the Declaration, for an optional redemption of the Outstanding 2019 Certificates; provided, however, such extraordinary redemption call may not be made prior to March 1, 2022, nor after March 1, 2026, shall be made not more than one time and shall be in an amount of not less than \$500,000.”

F. The following mandatory sinking fund redemption provision shall be added to Section 3.02(c) of the Original Declaration for the 2019A Certificates:

“The 2019A Certificates maturing on March 1, 20___ are subject to mandatory sinking fund redemption on March 1 of the years and in the amounts set forth below:

Year	Amount

“The 2019A Certificates maturing on March 1, 20___, are subject to mandatory sinking fund redemption on March 1 of the years and in the amounts set forth below:

Year	Amount

“The 2019A Certificates maturing on March 1, 20___, are subject to mandatory sinking fund redemption on March 1 of the years and in the amounts set forth below:

Year	Amount

G. The form of 2019A Certificates is set forth as Attachment A hereto and shall constitute a “Certificate” or “Certificates” under the Original Declaration, as supplemented, except where the context refers to the 2009 Certificates, the 2010D Certificates, the 2012B Certificates or the 2019A Certificates or as otherwise provided for in this Supplement to Declaration.

Section 3. Delivery of 2019A Certificates. Upon the execution and delivery of this Third Supplement to Declaration by the District and the Trustee, the Trustee shall issue, execute and deliver the 2019A Certificates to the Purchaser (or to The Depository Trust Company, New York, New York (“DTC”) as may be directed by the District).

Prior to the delivery of the 2019A Certificates by the Trustee there shall be filed with the Trustee:

- (a) a certified copy of the resolution or resolutions of the District authorizing the issuance of the 2019A Certificates and the execution and delivery of this Third Supplement to Declaration, the Third Amendment to Lease and the Continuing Disclosure Certificate;
- (b) an Opinion of Special Counsel to the effect that the 2019A Certificates have been duly and validly authorized and issued and regarding the tax-exempt nature of the Interest Portion of the Rental Payments on the Lease represented by the 2019A Certificates;
- (c) an original executed counterpart of the Third Amendment to Lease;
- (d) an original executed counterpart of this Third Supplement to Declaration;
- (e) a Request and Authorization to the Trustee, executed on behalf of the District by its Chair or Clerk of the District, to deliver the 2019A Certificates to the Purchaser therein identified, in the form and amount requested upon payment to the Trustee, for the account of the District, of a specified sum plus accrued interest on the 2019A Certificates to the date of delivery thereof;
- (f) a certificate of an Authorized Representative of the District as required by Section 5.5 of the Original Lease and to the effect that no Event of Default or event which, with the passage of time or giving of notice or both, would become an Event of Default exists or would be created by the issuance of the 2019A Certificates and the execution and delivery of the related documents;
- (g) a certificate signed by the Chair and Clerk of the District (i) providing the District’s irrevocable notice calling for the prepayment and redemption of the Refunded Certificates on the Redemption Date, and (ii) certifying the amount of Outstanding

principal of the Refunded Certificates and interest due on the Refunded Certificates on the Redemption Date;

(h) an opinion of Special Counsel to the effect that the payment of the Refunded Certificates will not adversely affect the tax-exempt status of the Refunded Certificates; and

(i) such other customary closing papers as the Trustee or Special Counsel may reasonably require.

Section 4. Application of Proceeds of 2019A Certificates. The Trustee shall deposit the 2019A Certificates proceeds received by it for the account of the District from the original sale of the 2019A Certificates into the following funds and accounts:

(a) to the Prepayment Account to be held and distributed by the Trustee, \$_____ of the proceeds of the 2019A Certificates, plus \$_____ funds of the District in the Lease Revenue Account;

(b) to the Lease Revenue Account, \$_____ (accrued interest in the amount of \$0.00 and the rounding amount of \$_____); and

(c) \$_____ of the proceeds of the 2019A Certificates shall be used for costs of issuance of the 2019A Certificates.

Section 5. Prepayment of Refunded Certificates. On the date of issuance of the 2019A Certificates, the following amounts from the following sources shall be deposited in the Prepayment Account established under Section 4.01(c) of the Original Declaration and applied as set forth in Section 4.06 of the Original Declaration:

(a) From the proceeds of the 2019A Certificates	\$_____
(b) From funds of the District in the Lease Revenue Account:	_____
Total	\$_____

The Trustee is irrevocably directed to use such monies in the Prepayment Account for prepayment and redemption of the Refunded Certificates on May 29, 2019, pursuant to the District’s Notice of Prepayment, to prepay and redeem the outstanding 2009 Certificates maturing on and after March 1, 2020, on May 29, 2019, the Redemption Date (\$23,900,000.00), plus accrued interest on the outstanding 2009 Certificates to the Redemption Date (\$255,384.86) for a total of \$24,155,384.86.

ATTACHMENT A

FORM OF CERTIFICATE OF PARTICIPATION

No. _____ \$ _____

REFUNDING CERTIFICATE OF PARTICIPATION, SERIES 2019A
Evidencing the Proportionate Interest of the Registered Owner Hereof in
Rental Payments to be Made by
INDEPENDENT SCHOOL DISTRICT
NO. 709 (DULUTH), MINNESOTA
due under its Lease Purchase Agreement dated October 1, 2009,
as amended on October 1, 2010, on June 1, 2012, and on May 1, 2019, with
Associated Trust Company, National Association

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

<u>Maturity Date</u>	<u>Interest Rate Per Annum</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
March 1, _____	_____ %	May 29, 2019	_____

The registered owner (the “Owner”) of this Refunding Certificate of Participation, Series 2019A (the “Certificate”) specified above is entitled to receive on the earlier of the Maturity Date shown above or on the prepayment date, if any (in either case, the “Certificate Payment Date”), the Principal Amount specified above, and on each March 1 and September 1 (the “Interest Payment Date”) commencing March 1, 2020 (or the next day if the first is not a Business Day), until such Certificate Payment Date, an amount equal to interest on such principal amount computed at the Interest Rate Per Annum set forth above on the basis of a 360-day year consisting of twelve 30-day months, all subject to the provisions set forth herein. This Certificate evidences an interest in the “Rental Payments” under that certain Lease Purchase Agreement dated as of October 1, 2009, as amended by Amendments to Lease Purchase Agreement dated as of October 1, 2010, June 1, 2012, and May 1, 2019 (collectively, the “Lease”), by and between Associated Trust Company, National Association (the “Lessor”) and Independent School District No. 709 (Duluth), Minnesota (the “District”). The Certificates are being issued pursuant to that certain Supplement to Declaration of Trust, dated as of May 1, 2019, supplementing the Declaration of Trust dated as of October 1, 2009, as supplemented (collectively, the “Declaration of Trust”), between the District and Associated Trust Company, National Association (the “Trustee”). The principal corporate trust office of the Trustee is located at Milwaukee, Wisconsin (such principal office herein being referred to as the “Principal Office”).

The aforesaid Principal Amount is payable subject to the terms of the Lease and represents an interest of the Owner hereof in portions of the Rental Payments designated as principal coming due under the Lease. The Owner is also entitled to receive, subject to the terms of the Lease, the Owner’s share of the Rental Payments designated as interest coming due under the Lease. All amounts payable hereunder are payable in lawful money of the United States of

America that at the time of payment shall be legal tender for the payment of public and private debts. The amounts representing principal are payable upon presentation of the Certificate at the Principal Office of the Trustee on the Certificate Payment Date and the amounts representing interest are payable by check or draft of the Trustee mailed on each Interest Payment Date to the Owner of record as set forth herein. Interest on this Certificate will be paid to the Registered Owner in whose name this Certificate is registered on the registration books maintained by the Trustee and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding the Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Registered Owner hereof as of the Regular Record Date, and shall be payable to the person who is the Registered Owner hereof at the close of business on a date (the "Special Record Date") fixed by the Trustee whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to the Registered Owners not less than 10 days prior to the Special Record Date.

So long as this Certificate is registered in the name of DTC or its Nominee as provided in the Declaration of Trust, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Certificate and notice with respect thereto shall be made as provided in the Representation Letter, as defined in the Declaration of Trust, and surrender of this Certificate shall not be required for payment of the redemption price upon a partial redemption of this Certificate. Until termination of the book-entry only system pursuant to the Declaration of Trust, the Certificates may only be registered in the name of DTC or its Nominee.

All capitalized terms not defined herein shall have the meaning set forth in the Declaration of Trust.

This Certificate has been executed by the Trustee pursuant to the terms of the Declaration of Trust. Copies of the Lease and the Declaration of Trust are on file at the office of the District and at the Principal Office of the Trustee, and reference to the Lease and the Declaration of Trust and any and all amendments to such agreements is made for a description of the pledges and the covenants of the District securing the payment of Rental Payments, the nature, the extent and the manner of enforcement of such pledges and covenants and the rights and the terms and the conditions upon which the Certificates are delivered thereunder. To the extent and in the manner permitted by the terms thereof, the provisions of the Lease and the Declaration of Trust may be amended with respect to the Certificates by the parties thereto and, with respect to the Declaration of Trust with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, as more fully set forth in the Declaration of Trust or without such consent for the purpose of curing any ambiguity, correcting defects or in regard to questions arising under the Declaration of Trust, provided such amendment does not adversely affect the interest of the Owners of the Certificates.

The registration of this Certificate shall be transferable upon the Certificate register, which shall be kept for that purpose at the Principal Office of the Trustee, upon surrender hereof together with a written instrument of transfer approved by the Trustee duly executed by the Owner of this Certificate or his duly authorized attorney. Upon the registration of the transfer and the surrender of this Certificate, the Trustee shall provide in the name of the transferee a new fully registered Certificate or Certificates of the same aggregate principal amount and Certificate Payment Date as the surrendered Certificate. The Trustee also shall require the payment by the

Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee may charge a transfer fee for such transfer. No exchange of any Certificates shall be required of the Trustee after such Certificate has been called for prepayment and no transfer of any Certificate shall be required between the Record Date and the relevant Interest Payment Date.

These Certificates are issued originally only as global book-entry certificates in the denomination of the entire principal amount of the issue maturing on a single date, or, if a portion of said principal is prepaid, said principal amount less the payment, in the form of fully registered Certificates in Authorized Denominations of \$5,000 each or any integral multiple thereof. Upon surrender thereof at the Principal Office of the Trustee with a written request of exchange satisfactory to the Trustee duly executed by the Owner or by his attorney duly authorized in writing, at the option of the Owner thereof, the Certificate may be exchanged for an equal aggregate principal amount of Certificates of other Authorized Denominations of the same maturity, interest rate and tenor.

This Certificate is one of the Certificates issued pursuant to the Declaration of Trust and for the purposes of providing funds to finance a portion of the Costs for the Project described in the Lease (the "Project"), and paying certain expenses related to the issuance of the Certificates. This Certificate and the rights of the Owner hereof are in all respects subject to and governed by the Declaration of Trust.

The Certificates are being issued as Additional Certificates, in the aggregate principal amount of \$_____, under the Declaration of Trust and are secured on a parity with the Certificates of Participation, Series 2010D, dated October 1, 2010, in the aggregate principal amount of \$1,605,000, and the Certificates of Participation, Series 2012B, dated June 27, 2012, in the aggregate principal amount of \$6,340,000.

All or a part of the Outstanding Certificates, as provided for in the Lease, are subject to redemption and prepayment at any time, at the option of the District, at their principal amount and accrued interest to the date of redemption if the Project, or a part thereof, is damaged or destroyed to the extent described in Section 11.1(b) and 7.3(b)(ii) of the Lease.

All or part of the Outstanding Certificates, as provided in the Supplement to Declaration dated as of May 1, 2019, are subject to redemption and prepayment on and after March 1, 2022, and not later than March 1, 2026, with net sales proceeds of District excess real property, as described in Section 2E of the Supplement to Declaration of Trust dated as of May 1, 2019.

All Certificates maturing in the years 2027 and thereafter are subject to optional redemption in whole or in part on March 1, 2026, and on any date thereafter at a price of the principal amount thereof, plus accrued interest.

The Certificates maturing on March 1 in the years 20____, 20____ and 20____ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Declaration of Trust at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium.

If less than all of the Certificates are called for prepayment, the District shall determine the maturity year and amount within each maturity year to be prepaid and the Trustee shall select the Certificates or any given portion thereof to be prepaid from the Outstanding Certificates by lot within any maturity. The Trustee shall promptly notify the District in writing of the numbers of the Certificates or portions thereof so selected for prepayment. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and shall deliver to the Owner thereof at the expense of the District a new Certificate or Certificates of Authorized Denominations and of the same maturity, and interest rate, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

As more fully described in the Declaration of Trust, notice of prepayment shall be given by the Trustee by mailing a copy of the notice of prepayment not less than 30 days nor more than 60 days prior to the Prepayment Date to the District and the Owner of each Certificate affected at the address shown on the Certificate register maintained by the Trustee on the date such notice is mailed. Each notice of prepayment shall be dated and shall state the Prepayment Date, the place of prepayment, the CUSIP numbers to the extent applicable, the Prepayment Price and, if less than all the Certificates are to be prepaid, the distinctive numbers of the Certificates to be prepaid, and shall also state that the Interest Portion of the Rental Payments represented by the Certificates designated for prepayment shall cease to accrue from and after such Prepayment Date and that on such date there will become due and payable on each of such Certificates the Prepayment Price.

Notice of prepayment having been duly given as aforesaid and moneys for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee on the Prepayment Date designated in such notice, the Certificates or the portions thereof so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and the Interest Portion of the Rental Payments represented by the Certificates so called for prepayment shall cease to accrue, Certificates or portions thereof shall cease to be entitled to any benefit or security under the Declaration of Trust and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of such Prepayment Price.

The District has certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of Minnesota and the Lease to exist, to have happened and to have been performed precedent to the delivery of the Lease exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by signature of an authorized officer as of the Date of Original Issue set forth above.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, the within-mentioned Certificate and does hereby irrevocably constitute and appoint _____ to transfer such Certificate on the Certificate register with full power of substitution in the premises.

Dated:

Signature(s):

Signature(s):

NOTICES: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, trust company, national bank association or other banking institution incorporated under the laws of the United States or a state of the United States.

NOTICE: The signatures of this Assignment must correspond with the name that appears upon the face of the within Certificate in particular, without alteration, enlargement or any change whatever.

The Trustee will be required to register a Certificate in the name of a transferee only if provided with the information requested below. The transferee (or his designated representative) should provide as much of the information requested below as is applicable to him prior to submitting this Certificate for transfer.

Name: _____

Address: _____

Social Security or Employer Identification Number: _____

If a Trust, Name and Address of Trustee: _____

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

RESOLUTION

Authorizing The Execution And Delivery Of An Amendment To Installment
Purchase Contract And A Supplement To Declaration Of Trust And Approving
The Issuance, Sale And Delivery Of \$41,985,000 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), Minnesota (the “District”), as follows:

Section 1. Authority and Background.

A. 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.

B. The District has approved a Long-Range Facilities Plan (the “Plan”) and the Commissioner of Education has approved the District’s borrowing of \$71,170,000 under the Act to finance the purchase of real and personal property for the new Lincoln Park/Piedmont Elementary School and the new West Middle School (the “Project”).

C. By Resolution 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 maximum principal amount of \$71,170,000 pursuant to a declaration of trust.

D. 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 Original Contract, as hereinafter defined, to finance the Project and the Commissioner authorized the Project and the levy.

E. The District selected Associated Trust Company, National Association, Green Bay, 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 “Original 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 “Original Declaration”), pursuant to which Taxable Full Term Certificates of Participation, Series 2009A (Build America Bonds – Direct Pay), in the installment payments under the Original Contract in the principal amount of \$71,170,000 (the “2009A Certificates”), were executed and delivered by the Trustee.

F. By Resolution B-9-10-2821 adopted September 13, 2010, 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 amendment to the Original Contract to modify the description of the Project eligible to be financed with the proceeds of the 2009A Certificates.

G. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 4, the District may, in order to reduce debt service costs, refinance its outstanding obligations through the issuance and sale of refunding certificates of participation. The School Board has determined that the District shall provide for the issuance of Full Term Refunding Certificates of Participation, Series 2019B (the "2019B Certificates") to provide for the prepayment and redemption of the 2009A Certificates maturing on and after February 1, 2020 (the "Refunded Certificates"). The Refunded Certificates maturing on and after February 1, 2020, are called for prepayment and redemption on May 29, 2019 (May 29, 2019 is herein referred to as the "Redemption Date").

H. The Trustee, as vendor, and the District, as vendee, shall enter into an Amendment to Installment Purchase Contract dated as of May 1, 2019 (the "Second Amendment to Contract") to revise and restate the installment payments and amend other related matters, such amendment shall modify the Original Contract, as amended (the Original Contract, as amended, and amended by the Second Amendment to Contract, is herein referred to as the "Contract"). The District and the Trustee shall enter into a Supplement to Declaration of Trust dated as of May 1, 2019 (the "Supplement to Declaration"), pursuant to which the Full Term Refunding Certificates of Participation, Series 2019B, in the installment payments under the Contract in the principal amount of \$_____ (the "2019B Certificates") shall be executed and delivered by the Trustee (the Original Declaration, as supplemented by the Supplement to Declaration, is herein referred to as the "Declaration").

Q. Forms of the following documents relating to the financing have been prepared and submitted to the School Board:

- (1) the Second Amendment to Contract proposed to be made and entered into between the District and the Trustee; and
- (2) the Supplement to Declaration proposed to be made and entered into between the District and the Trustee.

Section 2. A. The School Board has determined to proceed with the sale of the 2019B Certificates by direct negotiation to Robert W. Baird & Co. in Milwaukee, Wisconsin ("Baird"), and has determined to retain _____, an independent municipal advisor to provide pricing opinion services.

B. Baird has proposed and the pricing committee of the District has accepted Baird's proposal to purchase the 2019B Certificates at a cash price of \$_____, plus accrued interest on the total principal amount from May 29, 2019, to the date of delivery and upon condition that the 2019B Certificates are payable at the times and on the terms set forth in the Contract and the Declaration.

C. The 2019B Certificates to be issued shall mature on February 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

Year	Amount	Interest Rate
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		

D. Redemption. (i) The 2019B Certificates maturing in the years 2020 through 2025 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, in the year 2026 and in subsequent years shall each be subject to redemption and prepayment at the option of the District on February 1, 2025, and on any date thereafter, in whole or in part, and if in part, at the option of the District and in such manner as the District shall determine at a price of par plus accrued interest to the date of redemption, as provided for in the Declaration.

(ii) In the event of damage to all or a portion of the Project and the District makes the certification and election at the times and in the manner set forth in the Contract, the 2019B Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus accrued interest to the date of redemption, as provided for in the Declaration.

(iii) The 2019B Certificates maturing on February 1 in the years 20____ and 20____ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Declaration at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Trustee shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts:

For 2019B Certificates maturing on February 1, 20____:

Year	Amount
20____	
20____*	

* Final Maturity

For 2019B Certificates maturing on February 1, 20____:

Year	Amount
20____	
20____*	

* Final Maturity

E. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2019B Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

Section 3. It is hereby found, determined and declared by the School Board that:

A. It is desirable and in the best interests of the District to enter into the Second Amendment to Contract and the Supplement to Declaration;

B. The terms of the Second Amendment to Contract and the Supplement to Declaration are found to be advantageous to the District and are hereby approved;

C. The Installment Payments under the Contract are absolute and unconditional as provided for in Article III of the Contract and are not subject to annual appropriation of the District; and

D. Based upon information from Baird, the proceeds of the 2019B Certificates and the funds available and appropriated to the Prepayment Fund created in the Declaration will be sufficient to pay the principal and interest due on the Refunded Certificates on May 29, 2019, the Redemption Date.

Section 4. A. For the prompt and full payment of the installment payments under the Contract when due, there is hereby levied a direct, annual, ad valorem tax, as an additional levy pursuant to Minnesota Statutes, Section 126C.40, and other laws, upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on Exhibit A hereto.

B. The District maintains a Debt Service Fund on its books and records. A separate account was created within the Debt Service Fund and is designated as the "Installment Purchase Contract Account" (the "Contract Account"). The tax levies provided for in this Section 4 are hereby pledged to, and shall be used for no purpose other than, the payment of Installment Payments under the Contract; provided, however, that if any such Installment Payment shall become due when there is not sufficient money in the Contract Account, the Treasurer may pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes herein levied or appropriated.

C. Except as permitted by Minnesota Statutes, Section 475.61, Subd. 3, such tax levies shall be irrevocable as long as the Contract remains in effect.

Section 5. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Second Amendment to Contract and the Supplement to Declaration substantially in the forms now on file with the Clerk, with such necessary and appropriate omissions, modifications, insertions and additions as do not materially affect the substance of the transaction, consistent with the Act, as the Chair in his discretion shall determine. The execution of the Second Amendment to Contract and the Supplement to Declaration by the Chair, with the advice of the Attorney for the District, shall be conclusive evidence of such determination. All of

the provisions of the Second Amendment to Contract and the Supplement to Declaration, when executed and delivered as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated herein and shall be in full force and effect from the date of execution and delivery thereof. The District approves the 2019B Certificates being registered as depository obligations with The Depository Trust Company, New York, New York, as set forth in the Declaration.

Section 6. The Chair and the Clerk are hereby authorized to execute and deliver, on behalf of the District, such other documents as are necessary or appropriate in connection with the Second Amendment to Contract and the Supplement to Declaration, and the issuance, sale and delivery of the 2019B Certificates.

Section 7. All covenants, stipulations, obligations and agreements of the District contained in this Resolution and the Contract and the Declaration shall be deemed to be the covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the District upon execution and delivery of the Second Amendment to Contract and the Supplement to Declaration. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District or its officers by the provisions of this Resolution or of the aforementioned documents to be executed and delivered by the District shall be executed or performed by the District or by such officers of the District, or such board, body, authority or agency thereof as may be required by law to exercise such powers and to perform such duties.

Section 8. Except as herein otherwise expressly provided, nothing in this Resolution or in the Contract and the Declaration, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the District, the Trustee, Baird, or any holder of the 2019B Certificates issued under the provisions of this Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, that the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Trustee, Baird, and any holder from time to time of the 2019B Certificates issued under the provisions of this Resolution.

Section 9. The officers and other agents or employees of the District are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the refunding of the Refunded Certificates, the Second Amendment to Contract and the Supplement to Declaration, and the 2019B Certificates, without further action of the Board, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the 2019B Certificates, the aforementioned documents and this Resolution.

Section 10. In the event any of the officers of the District authorized to execute the documents on behalf of the District under this Resolution shall for any reason be unable to do so, any other officer of the District authorized to act for such designated officer is hereby directed and authorized to do so on behalf of the District with the same effect as if executed by the officer authorized to do so in this Resolution.

Section 11. All actions of the members, officers, employees and staff of the District heretofore taken and in furtherance of this financing are hereby approved, ratified and confirmed.

Section 12. A. The Clerk of the District is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the 2019B Certificates herein authorized have been duly entered on her register.

B. The Chair, the Clerk, the Treasurer and other officers of the District are authorized and directed to prepare and furnish, with regard to the issuance of the 2019B Certificates, certified copies of all proceedings and records of the District relating to the 2019B Certificates and such other affidavits, certificates and opinions as may be required to show the facts relating to the legality, tax exemption and marketability of the 2019B Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; that all such certified copies, certificates, affidavits and opinions, including and heretofore furnished, shall constitute representations of the District as to the truth of all statements made by the District and contained herein.

Section 13. The School Board has covenanted and has obligated itself in Resolution B-3-19-3634, adopted March 19, 2019, to be bound by the provisions of Minnesota Statutes, Section 126C.55. The School Board hereby reaffirms such covenants and obligations.

Section 14. The District hereby authorizes the circulation of the final Official Statement in connection with the sale and delivery of the 2019B Certificates.

Section 15. Tax Covenants.

A. The District covenants and agrees with the holders of the 2019B Certificates that the District will (i) take all action on its part necessary to cause the interest on the 2019B Certificates to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the 2019B Certificates and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the 2019B Certificates to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the 2019B Certificates and investment earnings thereon on certain specified purposes.

B. No portion of the proceeds of the 2019B Certificates shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the 2019B Certificates were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Certificates or \$100,000. To this effect, any proceeds of the 2019B Certificates and any sums from time to time held in the Contract Revenue Fund or the Prepayment Fund by the Trustee (or any other District fund or account which will be used to pay principal and interest to become due on the 2019B Certificates) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a

yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the 2019B Certificates and money in the Contract Revenue Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the 2019B Certificates to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The School Board covenants and certifies to and for the benefit of the owners of the 2019B Certificates that no use will be made of the proceeds of the Certificates, which will cause the 2019B Certificates to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder. Pursuant to such covenant, the School Board hereby agrees to comply throughout the term of the issue of the 2019B Certificates with the requirements of Section 148 of the Code and any Treasury Regulations promulgated thereunder and Article V of the Declaration.

Section 16. Continuing Disclosure. The District acknowledges that the 2019B Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the 2019B Certificates and the security therefor and to permit underwriters of the 2019B Certificates to comply with the Rule, which will enhance the marketability of the 2019B Certificates, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Section 17. Post-Issuance Compliance Policy and Procedures. The School Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The School Board hereby approves the Policy and Procedures for the 2019B Certificates. The Chief Financial Officer/Executive Director of Business Services continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

EXHIBIT A**Tax Levy Schedule**

Levy Year	Collection Year	Tax Levy
2018	2019	\$6,399,657.50*
2019	2020	**
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	
2026	2027	

* 2018/2019 tax levy for the 2009A Certificates shall pay principal and interest due on February 1, 2020, on the 2019B Certificates

** Such amount shall be reduced by \$_____, the amount of accrued interest, unused discount and rounding.

Draft: 4/10/2019

AMENDMENT TO
INSTALLMENT PURCHASE CONTRACT
BETWEEN
ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
AS VENDOR
(ACTING IN ITS TRUST CAPACITY)
AND
INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH), MINNESOTA, AS VENDEE
DATED AS OF MAY 1, 2019
RELATING TO
FULL TERM REFUNDING
CERTIFICATES OF PARTICIPATION, SERIES 2019B

This instrument drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802

THIS AMENDMENT TO INSTALLMENT PURCHASE CONTRACT, made as of May 1, 2019, between ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America and qualified to conduct business in the State of Minnesota, acting in its trust capacity (the “Vendor”), and INDEPENDENT SCHOOL DISTRICT NO. 709 (Duluth), Minnesota, an independent school district organized under the laws of the State of Minnesota (the “District”).

WHEREAS, the District has heretofore entered into an Installment Purchase Contract with the Vendor dated as of October 1, 2009 (the “Original Contract”), pursuant to which the Vendor sold the District certain real and personal properties for use as school facilities described in the Original Contract (the “Project”) and the District agreed to pay to the Vendor certain Installment Payments (as defined in the Original Contract); and

WHEREAS, pursuant to a Declaration of Trust dated as of October 1, 2009 (the “Declaration”), the Vendor executed and delivered \$71,170,000 Taxable Full Term Certificates of Participation, Series 2009A (Build America Bonds – Direct Pay), dated October 1, 2009, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract (the “2009A Certificates”); and

WHEREAS, pursuant to Section 5.02(b) of the Original Contract, the District may modify or add items to the Project, as described in the Original Contract, provided that no such change in the description of the Project shall increase the aggregate amount of the Project Costs beyond the maximum funds under the Original Contract, as amended, and the District and the Vendor have entered into an amendment to the Original Contract to add items to the Project; and

WHEREAS, Section 2.01.2(a)(ii) of the Declaration and Section 6.03 of the Original Contract provides that Additional Certificates may be issued to refund any of the Outstanding Certificates issued under the Declaration; and

WHEREAS, the District has authorized and requested that refunding certificates described as the \$_____ Full Term Refunding Certificates of Participation, Series 2019B, dated May 29, 2019 (the “2019B Certificates”), to be issued under the Declaration, as supplemented by the Supplement to Declaration of Trust dated as of May 1, 2019, for the refunding and prepayment of the 2009A Certificates maturing on and after February 1, 2020 (the “Refunded Certificates”);

WHEREAS, Section 6.03 of the Original Contract provides that upon issuance of refunding certificates, the Vendor and the District shall enter into an amendment to the Original Contract to adjust the Installment Payments by an amount sufficient to pay when due the principal and interest on the Outstanding Certificates; and

WHEREAS, the amendments herein made to the Original Contract do not prejudice the interests of the Registered Owners of the 2009A Certificates issued pursuant to the Declaration.

NOW, THEREFORE, the District and the Vendor hereby agree to amend the Original Contract as follows:

1. The Installment Payment schedule as set forth on Exhibit A to the Original Contract is hereby amended and restated by the Installment Payment schedule on Exhibit A hereto to adjust the Installment Payments by an amount sufficient to pay when due the principal of and interest on the 2019B Certificates. The Original Contract, as amended, and all conditions, terms and provisions thereof, as such may apply to Installment Payments, shall apply to the Installment Payments for the 2019B Certificates.

2. The District covenants and agrees, in order to have sufficient funds to pay the Installment Payments when due, to levy taxes on all taxable property in the District, in accordance with Section 3.07 of the Original Contract.

3. As of the date of issuance of the 2019B Certificates, the 2009A Certificates shall no longer be Outstanding under the Declaration. The principal and interest on the Refunded Certificates due on May 29, 2019, the Redemption Date, shall be paid on May 29, 2019, through the application of the Prepayment Fund under the Declaration, as amended.

4. Except as herein amended, all terms and provisions of the Original Contract as originally executed and as otherwise amended shall remain in full force and effect.

(remainder of page left intentionally blank)

EXHIBIT A**INSTALLMENT PAYMENT SCHEDULE**

Installment Payments Payment Date	2019B Certificates Principal Portion	2019B Certificates Interest Portion	2019B Certificates Interest Rate Per Annum	2019B Certificates Total Installment Purchase Payment
8/1/2019				
2/1/2020				
8/1/2020				
2/1/2021				
8/1/2021				
2/1/2022				
8/1/2022				
2/1/2023				
8/1/2023				
2/1/2024				
8/1/2024				
2/1/2025				
8/1/2025				
2/1/2026				
8/1/2026				
2/1/2027				
8/1/2027				
2/1/2028				

Draft: 4/10/2019

**SUPPLEMENT TO
DECLARATION OF TRUST**

BETWEEN

**ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE**

AND

**INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH), MINNESOTA**

DATED AS OF MAY 1, 2019

**RELATING TO
FULL TERM REFUNDING
CERTIFICATES OF PARTICIPATION, SERIES 2019B**

THIS SUPPLEMENT TO DECLARATION OF TRUST (the “Supplement to Declaration”), dated as of May 1, 2019, supplementing the Declaration of Trust dated as of October 1, 2009, as supplemented, between ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, organized under the laws of the United States of America and qualified to conduct business in the State of Minnesota (the “Trustee”), and INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA, an independent school district organized under the laws of the State of Minnesota (the “District”).

W I T N E S S E T H:

WHEREAS, the District, as vendee, and Associated Trust Company, National Association, as vendor (acting in its trust capacity) (the “Vendor”), entered into that certain Installment Purchase Contract dated as of October 1, 2009 (the “Original Contract”), to provide for the acquisition, construction and equipping of the Project in order to carry out a portion of the District’s long-range facilities plan, and its governmental function.

WHEREAS, the District and the Trustee entered into a Declaration of Trust, dated as of October 1, 2009 (the “Original Declaration”), which provided for the execution and delivery of \$71,170,000 Taxable Full Term Certificates of Participation, Series 2009A (Build America Bonds – Direct Pay), dated October 1, 2009 (the “2009A Certificates”), evidencing a proportionate interest in the Installment Payments to be made by the District under the Original Contract.

WHEREAS, the proceeds of the 2009A Certificates were used to finance a portion of the Costs of the Project.

WHEREAS, other than the 2009A Certificates, no other certificates or obligations are payable from Installment Payments under the Original Contract, as amended.

WHEREAS, the District has modified the terms of the Original Contract, as amended, and as set forth in an Amendment to Installment Purchase Contract dated May 1, 2019, between the Vendor and the District (the “Amendment to Contract”); such amendment modified the Original Contract, as amended.

WHEREAS, the School Board of the District has found and determined that, in order to reduce debt service, that the Trustee execute and deliver \$_____ Full Term Refunding Certificates of Participation, Series 2019B, dated May 29, 2019 (the “2019B Certificates”), for the refunding and prepayment of the Outstanding 2009A Certificates maturing on and after February 1, 2020 (the “Refunded Certificates”).

WHEREAS, the District, pursuant to this Supplement to Declaration, shall deposit its cash and proceeds of the 2019B Certificates in the Prepayment Fund under the Original Declaration in an aggregate amount sufficient to pay, without investment income, the Principal Portion and the Interest Portion of the Installment Payments of the Contract represented by the Refunded Certificates maturing on and after February 1, 2020, for prepayment and redemption on May 29, 2019 (the “Redemption Date”), from the deposits made pursuant to Article VIII of the Original Declaration.

WHEREAS, the District and the Trustee have agreed that the Trustee will execute and deliver the 2019B Certificates in the form set forth on Attachment A hereto evidencing a proportionate interest in the Installment Payments to be made by the District under the Amendment to Contract (the Amendment to Contract and the Original Contract, as amended, are collectively referred to herein as the "Contract").

WHEREAS, upon delivery from the District to the Trustee of this executed Supplement to Declaration, a Request and Authorization and the other items required by Section 2.01.2 of the Original Declaration, the Trustee has agreed to execute and to deliver the 2019B Certificates to the purchaser of the 2019B Certificates.

WHEREAS, the 2019B Certificates are being issued as Additional Certificates under the Original Declaration, as amended.

WHEREAS, the Trustee has agreed on behalf of the Owners of the Refunded Certificates to hold a portion of the proceeds of the 2019B Certificates, and the cash deposit, if any, in the Prepayment Fund and to disburse them in accordance this Supplement to Declaration.

WHEREAS, the Trustee has agreed on behalf of the Owners of the Refunded Certificates and the 2019B Certificates to receive the Installment Payments due under the Contract and to apply and to disburse them in accordance herewith.

WHEREAS, by this Supplement to Declaration, the District agrees to forward the Installment Payments due under the Contract to the Trustee.

WHEREAS, the execution and delivery of this Supplement to Declaration and the execution and delivery of the 2019B Certificates provided for herein have been in all respects duly and validly authorized by resolution of the District.

WHEREAS, all things necessary to make the 2019B Certificates, when authenticated by the Trustee as in this Supplement to Declaration provided, the valid, binding and legal limited obligations of the District, according to the import thereof have been done and performed.

NOW, THEREFORE, in consideration of the premises, the covenants and the conditions hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Except as otherwise defined herein, each of the capitalized terms used in this Supplement to Declaration shall have the same meaning as set forth in the Original Declaration and shall have the same meaning as set forth in the Contract. With respect to any defined term that is given a different meaning under this Supplement to Declaration, it shall have the meaning designated herein. As used in this Supplement to Declaration and recitals hereto, the terms defined in the Original Declaration, as supplemented, shall have the meanings assigned to them therein, except as amended herein. In addition, unless otherwise indicated or the context otherwise requires, the following terms shall have the following respective meanings hereunder:

“Principal Payment Date” shall mean the date on which an Installment Payment is required to be paid on the 2019B Certificates to the Owners thereof, beginning February 1, 2020, and each February 1 thereafter through and including February 1, 2028.

“Refunded Certificates” shall mean the Outstanding 2009A Certificates with stated maturities on and after February 1, 2020, presently outstanding in the aggregate principal amount of \$45,590,000.

“2009A Certificates” shall mean the \$71,170,000 Taxable Full Term Certificates of Participation, Series 2009A (Build America Bonds – Direct Pay), dated October 1, 2009, issued under the Original Declaration.

“2019B Certificates” shall mean the \$_____ Full Term Refunding Certificates of Participation, Series 2019B, dated May 29, 2019, issued under this Supplement to Declaration.

Section 2. Creation of 2019B Certificates for Issuance. There is hereby created for issuance a series of Additional Certificates to be designated:

FULL TERM REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2019B
Evidencing the Proportionate Interest of the Registered Owner in Installment
Payments to be made by
INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA
Pursuant to an Installment Purchase Contract dated October 1, 2009, as amended,
and as further amended as of May 1, 2019, with
Associated Trust Company, National Association

A. Under Section 2.01.2 of the Original Declaration, as supplemented, the 2019B Certificates shall be issued in the aggregate original principal amount of \$_____. The 2019B Certificates shall specify May 29, 2019, as their original issue date.

B. In accordance with the restated schedule for Installment Payments under the Amendment to Contract, the 2019B Certificates shall be due and payable on the dates and in the respective amounts, and shall bear interest at the respective rates per annum, set forth in the table below:

Maturity Date (February 1)	Principal Amount of 2019B Certificates	Interest Rate
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		

Maturity Date (February 1)	Principal Amount of 2019B Certificates	Interest Rate
TOTAL		

C. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2019B Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

D. Pursuant to Section 3.02(a) of the Original Declaration, the following optional prepayment provision is added for the 2019B Certificates:

“The 2019B Certificates maturing on and after February 1, 2026, shall be subject to prepayment, at the option of the District, in whole and in part, at the applicable Prepayment Price on February 1, 2025, and on any date thereafter, if the District elects to prepay all or a portion of the Principal Portion and Accrued Interest Portion thereon of the Installment Payments.”

E. The form of the 2019B Certificates is set forth as Attachment A hereto and shall constitute a “Certificate” or “Certificates” under the Original Declaration, as supplemented, except where the context refers to the 2009A Certificates or the 2019B Certificates or as otherwise provided for in this Supplement to Declaration.

Section 3. Delivery of 2019B Certificates. Upon the execution and delivery of this Supplement to Declaration by the District and the Trustee, the Trustee shall execute and deliver the 2019B Certificates to the Purchaser (or to The Depository Trust Company, New York, New York (“DTC”) as may be directed by the District).

Prior to the delivery of the 2019B Certificates by the Trustee there shall be filed with the Trustee:

- (a) a certified copy of the resolution or resolutions of the District authorizing the issuance of the 2019B Certificates and the execution and delivery of this Supplement to Declaration, the Amendment to Contract and the Continuing Disclosure Certificate;
- (b) an Opinion of Special Counsel to the effect that the 2019B Certificates have been duly and validly authorized and issued and regarding the tax-exempt nature of the Interest Portion of the Installment Payments on the Contract represented by the 2019B Certificates;
- (c) an original executed counterpart of the Amendment to Contract;
- (d) an original executed counterpart of this Supplement to Declaration;
- (e) a Request and Authorization to the Trustee, executed on behalf of the District by its Chair or Clerk of the District, to deliver the 2019B Certificates to the Purchaser therein identified, in the form and amount requested upon payment to the Trustee, for the account of the District, of a specified sum plus accrued interest, if any, on the 2019B Certificates to the date of delivery thereof;

(f) a certificate of an Authorized Representative of the District to the effect that no Event of Default or event which, with the passage of time or giving of notice or both, would become an Event of Default exists or would be created by the issuance of the 2019B Certificates and the execution and delivery of the related documents;

(g) a certificate signed by the Chair and the Clerk of the District calling for the prepayment and redemption of the Refunded Certificates as hereinafter provided;

(h) a Certificate of Participation issued by the Commissioner pursuant to Minnesota Statutes Section 126C.55; and

(i) such other customary closing papers as the Trustee or Special Counsel may reasonably require.

Section 4. Application of Proceeds of 2019B Certificates. The Trustee shall deposit the 2019B Certificates proceeds received by it for the account of the District from the original sale of the 2019B Certificates into the following funds and account:

(a) to the Prepayment Fund to be held, invested and distributed by the Trustee pursuant to this Supplement to Declaration, \$_____ of proceeds of the 2019B Certificates, plus \$_____ of funds of the District in its Contract Revenue Fund;

(b) to the Contract Revenue Fund (the accrued interest in the amount of \$0.00 and the rounding amount of \$_____), \$_____; and

(c) \$_____ of proceeds shall be used for costs of issuance of the 2019B Certificates.

Section 5. Prepayment of Refunded Certificate. On the date of issuance of the 2019B Certificates, the following amounts from the following sources shall be deposited in the Prepayment Fund established under Section 4.01(c) of the Original Declaration:

(a) From the proceeds of the 2019B Certificates	\$_____
(b) From funds of the District in the Contract Revenue Fund:	_____
Total	\$_____

The Trustee is irrevocably directed to use such monies in the Prepayment Fund for prepayment and redemption of the Refunded Certificates on May 29, 2019, pursuant to the District's Notice of Prepayment, to prepay and redeem the outstanding 2009A Certificates maturing on and after February 1, 2020, on May 29, 2019, the Redemption Date (\$45,590,000), plus accrued interest on the outstanding 2009A Certificates to the Redemption Date (\$779,998.85) for a total of \$46,369,998.85.

ATTACHMENT A

FORM OF CERTIFICATE OF PARTICIPATION

No. _____ \$ _____

FULL TERM REFUNDING CERTIFICATE OF PARTICIPATION, SERIES 2019B

Evidencing the Proportionate Interest of the Registered Owner Hereof in

Installment Payments to be Made by
**INDEPENDENT SCHOOL DISTRICT
 NO. 709 (DULUTH), MINNESOTA**

due under its Installment Purchase Contract dated October 1, 2009, as amended, and as further amended as of May 1, 2019, with Associated Trust Company, National Association

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

<u>Maturity Date</u>	<u>Interest Rate Per Annum</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
February 1, _____	_____ %	May 29, 2019	_____

The registered owner (the "Owner") of this Full Term Refunding Certificate of Participation, Series 2019B (the "Certificate") specified above is entitled to receive on the earlier of the Maturity Date shown above or on the prepayment date, if any (in either case, the "Certificate Payment Date"), the Principal Amount specified above, and on each February 1 and August 1 (the "Interest Payment Date") commencing February 1, 2020 (or the next day if the first is not a Business Day), until such Certificate Payment Date, an amount equal to interest on such principal amount computed at the Interest Rate Per Annum set forth above on the basis of a 360-day year consisting of twelve 30-day months, all subject to the provisions set forth herein. This Certificate evidences an interest in the "Installment Payments" under that certain Installment Purchase Contract dated as of October 1, 2009, as amended, and as further amended by Amendment to Installment Purchase Contract dated as of May 1, 2019 (collectively, the "Contract"), by and between Associated Trust Company, National Association (the "Vendor") and Independent School District No. 709 (Duluth), Minnesota (the "District"). The Certificates are being issued pursuant to that certain Supplement to Declaration of Trust, dated as of May 1, 2019, supplementing the Declaration of Trust dated as of October 1, 2009, as supplemented (collectively, the "Declaration of Trust"), between the District and Associated Trust Company, National Association (the "Trustee"). The principal corporate trust office of the Trustee is located at St. Paul, Minnesota (such principal office herein being referred to as the "Principal Office").

The aforesaid Principal Amount is payable subject to the terms of the Contract and represents an interest of the Owner hereof in portions of the Installment Payments designated as principal coming due under the Contract. The Owner is also entitled to receive, subject to the terms of the Contract, the Owner's share of the Installment Payments designated as interest coming due under the Contract. All amounts payable hereunder are payable in lawful money of

the United States of America that at the time of payment shall be legal tender for the payment of public and private debts. The amounts representing principal are payable upon presentation of the Certificate at the Principal Office of the Trustee on the Certificate Payment Date and the amounts representing interest are payable by check or draft of the Trustee mailed on each Interest Payment Date to the Owner of record as set forth herein. Interest on this Certificate will be paid to the Registered Owner in whose name this Certificate is registered on the registration books maintained by the Trustee and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding the Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Registered Owner hereof as of the Regular Record Date, and shall be payable to the person who is the Registered Owner hereof at the close of business on a date (the "Special Record Date") fixed by the Trustee whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to the Registered Owners not less than 10 days prior to the Special Record Date.

So long as this Certificate is registered in the name of DTC or its Nominee as provided in the Declaration of Trust, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Certificate and notice with respect thereto shall be made as provided in the Representation Letter, as defined in the Declaration of Trust, and surrender of this Certificate shall not be required for payment of the redemption price upon a partial redemption of this Certificate. Until termination of the book-entry only system pursuant to the Declaration of Trust, the Certificates may only be registered in the name of DTC or its Nominee.

All capitalized terms not defined herein shall have the meaning set forth in the Declaration of Trust.

This Certificate has been executed by the Trustee pursuant to the terms of the Declaration of Trust. Copies of the Contract and the Declaration of Trust are on file at the office of the District and at the Principal Office of the Trustee, and reference to the Contract and the Declaration of Trust and any and all amendments to such agreements is made for a description of the pledges and the covenants of the District securing the payment of Installment Payments, the nature, the extent and the manner of enforcement of such pledges and covenants and the rights and the terms and the conditions upon which the Certificates are delivered thereunder. To the extent and in the manner permitted by the terms thereof, the provisions of the Contract and the Declaration of Trust may be amended with respect to the Certificates by the parties thereto and, with respect to the Declaration of Trust with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, as more fully set forth in the Declaration of Trust or without such consent for the purpose of curing any ambiguity, correcting defects or in regard to questions arising under the Declaration of Trust, provided such amendment does not adversely affect the interest of the Owners of the Certificates.

The registration of this Certificate shall be transferable upon the Certificate register, which shall be kept for that purpose at the Principal Office of the Trustee, upon surrender hereof together with a written instrument of transfer approved by the Trustee duly executed by the Owner of this Certificate or his duly authorized attorney. Upon the registration of the transfer and the surrender of this Certificate, the Trustee shall provide in the name of the transferee a new fully registered Certificate or Certificates of the same aggregate principal amount and Certificate

Payment Date as the surrendered Certificate. The Trustee also shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee may charge a transfer fee for such transfer. No exchange of any Certificates shall be required of the Trustee after such Certificate has been called for prepayment and no transfer of any Certificate shall be required between the Record Date and the relevant Certificate Payment Date. No exchange of any Certificates shall be required of the Trustee after such Certificate has been called for prepayment, and no transfer of any Certificate shall be required between the Record Date and the relevant Interest Payment Date.

The Certificates are issued originally only as global book-entry certificates in the denomination of the entire principal amount of the issue maturing on a single date, or, if a portion of said principal is prepaid, said principal amount less the payment, in the form of fully registered Certificates in Authorized Denominations of \$5,000 each or any integral multiple thereof. Upon surrender thereof at the Principal Office of the Trustee with a written request of exchange satisfactory to the Trustee duly executed by the Owner or by his attorney duly authorized in writing, at the option of the Owner thereof, the Certificate may be exchanged for an equal aggregate principal amount of Certificates of other Authorized Denominations of the same maturity, interest rate and tenor.

The District has qualified the Certificates for participation in the State of Minnesota program to preclude default of school district debt, pursuant to Minnesota Statutes, Section 126C.55. If the District is unable to make any portion of the Installment Payments under the Contract represented by the Certificates on or before any Interest Payment Date, the State of Minnesota has agreed to make such payment in the District's place.

This Certificate is one of the Certificates issued pursuant to the Declaration of Trust and for the purposes of providing funds to finance the full gross cash refunding of certain outstanding obligations of the District and paying certain expenses related to the issuance of the Certificates. This Certificate and the rights of the Owner hereof are in all respects subject to and governed by the Declaration of Trust.

The Certificates are being issued as Additional Certificates in the aggregate principal amount at maturity of \$_____ under the Declaration of Trust.

All or a part of the Outstanding Certificates, as provided for in the Contract, are subject to redemption and prepayment at any time, at the option of the District, at their principal amount and accrued interest to the date of redemption if the Project, or a part thereof, is damaged or destroyed to the extent described in Section 6.01(b) and 9.03(b)(ii) of the Contract.

All Certificates maturing in the years 2026 and thereafter are subject to optional redemption in whole or in part on February 1, 2025, and on any date thereafter at a price of the principal amount thereof, plus accrued interest.

If less than all of the Certificates are called for prepayment, the District shall determine the maturity year and amount within each maturity year to be prepaid and the Trustee shall select the Certificates or any given portion thereof to be prepaid from the Outstanding Certificates by lot within any maturity. The Trustee shall promptly notify the District in writing of the numbers

of the Certificates or portions thereof so selected for prepayment. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and shall deliver to the Owner thereof at the expense of the District a new Certificate or Certificates of Authorized Denominations and of the same maturity, and interest rate, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

As more fully described in the Declaration of Trust, notice of prepayment shall be given by the Trustee by mailing a copy of the notice of prepayment not less than 30 days nor more than 60 days prior to the Prepayment Date to the District and the Owner of each Certificate affected at the address shown on the Certificate register maintained by the Trustee on the date such notice is mailed. Each notice of prepayment shall be dated and shall state the Prepayment Date, the place of prepayment, the CUSIP numbers to the extent applicable, the Prepayment Price and, if less than all the Certificates are to be prepaid, the distinctive numbers of the Certificates to be prepaid, and shall also state that the Interest Portion of the Installment Payments represented by the Certificates designated for prepayment shall cease to accrue from and after such Prepayment Date and that on such date there will become due and payable on each of such Certificates the Prepayment Price.

Notice of prepayment having been duly given as aforesaid and moneys for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee on the Prepayment Date designated in such notice, the Certificates or the portions thereof so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and the Interest Portion of the Installment Payments represented by the Certificates so called for prepayment shall cease to accrue, Certificates or portions thereof shall cease to be entitled to any benefit or security under the Declaration of Trust and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of such Prepayment Price.

The District has certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of Minnesota and the Contract to exist, to have happened and to have been performed precedent to the delivery of the Contract exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by signature of an authorized officer as of the Date of Original Issue set forth above.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, the within-mentioned Certificate and does hereby irrevocably constitute and appoint _____ to transfer such Certificate on the Certificate register with full power of substitution in the premises.

Dated:

Signature(s):

Signature(s):

NOTICES: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, trust company, national bank association or other banking institution incorporated under the laws of the United States or a state of the United States.

NOTICE: The signatures of this Assignment must correspond with the name that appears upon the face of the within Certificate in particular, without alteration, enlargement or any change whatever.

The Trustee will be required to register a Certificate in the name of a transferee only if provided with the information requested below. The transferee (or his designated representative) should provide as much of the information requested below as is applicable to him prior to submitting this Certificate for transfer.

Name: _____

Address: _____

Social Security or Employer Identification Number: _____

If a Trust, Name and Address of Trustee: _____

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

RESOLUTION

Authorizing The Execution And Delivery Of An Amendment To Installment
Purchase Contract And A Supplement To Declaration Of Trust And Approving
The Issuance, Sale And Delivery Of \$2,730,000 Full Term Refunding Certificates
Of Participation, Series 2019c

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

Section 1. Authority and Background.

A. 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.

B. The District has approved a Long-Range Facilities Plan (the “Plan”) and the Commissioner of Education has approved the District’s borrowing of \$111,442,577 under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Original Contract, as hereinafter defined (the “Original Project”).

C. By Resolution 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 Original 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.

D. 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 Original Contract to finance the Original Project and the Commissioner authorized the Original Project and the levy.

E. 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 “Original Contract”), with the District regarding the acquisition, construction and equipping of the Original Project, and the District and the Trustee entered into a Declaration of Trust dated as of June 1, 2008 (the “Original Declaration”), pursuant to which Full Term Certificates of Participation, Series 2008B, in the installment payments under the Original Contract in the principal amount of \$111,440,000 (the “2008 Certificates”), were executed and delivered by the Trustee.

F. The District has approved an amendment to the Plan and modified the projects to be financed under the Original Contract and the Commissioner of Education approved the amendment to the Plan and the modification to the Original Project and has approved the

District's borrowing of an additional \$5,000,000 under the Act to finance the Original Project, as modified, and as described in the First Amendment to Contract, as hereinafter defined.

G. By Resolution B-9-10-2819 adopted September 13, 2010, 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 amendment to the Original Contract to provide additional funds to purchase the real and personal property described in the Plan, as amended, and issuing full term certificates of participation in the installment payments under a supplement to the Original Declaration in the maximum principal amount of \$5,000,000.

H. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the "First Amendment to Contract"), to revise and restate the installment payments, modify the description of the Original Project and amend other related matters, such amendment shall modify the Original Contract. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of October 1, 2010 (the "First Supplement to Declaration"), pursuant to which the Full Term Certificates of Participation, Series 2010C, in the installment payments under the Contract in the principal amount of \$5,000,000 (the "2010C Certificates") were executed and delivered by the Trustee.

I. 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 Original Contract, as amended, to finance a portion of the costs of the acquisition and improvements to Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

J. By Resolution B-4-12-3007 adopted April 24, 2012, as amended by Resolution B-6-12-3031 adopted June 11, 2012, 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 amendment to the Original Contract, as amended, to provide additional funds to purchase real and personal property for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) which are a portion of the Project and issuing full term capital appreciation certificates of participation in the Installment Payments under a supplement to the Original Declaration, as supplemented.

K. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012 (the "Second Amendment to Contract"), to revise and restate the Installment Payments, modify the description of the Original Project, as amended (the "Project"), and amend other matters, such amendment shall modify the Original Contract, as amended. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of June 1, 2012 (the "Second Supplement to Declaration"), pursuant to which Full Term Capital Appreciation Certificates of Participation, Series 2012A, in the Installment Payments under the Contract in the original principal amount of \$12,800,424.50 and a total accreted amount at maturity of \$21,700,000.00 (the "2012A Certificates"), were executed and delivered by the Trustee.

L. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the additional installment payments under the Second Amendment to Contract to finance a portion of the Congdon Elementary and Grant Elementary

(now Myers-Wilkins Elementary), which is a portion of the Project, and the Commissioner authorized the modified Original Project and the levy.

M. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 12 and Resolution B-7-16-3385, the District in order to reduce debt service costs provided for the issuance of Full Term Refunding Certificates of Participation, Series 2016A (the “2016 Certificates”) in the principal amount of \$82,605,000 to refund the outstanding principal of the 2008 Certificates.

N. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of August 1, 2016 (the “Third Amendment to Contract”), to revise and restate the installment payments and amend other related matters. The District and the Trustee also entered into a Supplement to Declaration of Trust dated as of August 1, 2016 (the “Third Supplement to Declaration”), pursuant to which the 2016 Certificates were executed and delivered by the Trustee.

O. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 4, the District may, in order to reduce debt service costs, refinance its outstanding obligations through the issuance and sale of refunding certificates of participation. The School Board has determined that the District shall provide for the issuance of Full Term Refunding Certificates of Participation, Series 2019C, to provide for the prepayment and redemption of the 2010C Certificates maturing on and after February 1, 2020 (the “Refunded Certificates”). The Refunded Certificates are called for prepayment and redemption on May 29, 2019 (May 29, 2019 is herein referred to as the “Redemption Date”).

P. The Trustee, as vendor, and the District, as vendee, shall enter into an Amendment to Installment Purchase Contract dated as of May 1, 2019 (the “Fourth Amendment to Contract”) to revise and restate the installment payments and amend other related matters, such amendment shall modify the Original Contract, as amended (the Original Contract, as amended, and amended by the Fourth Amendment to Contract, is herein referred to as the “Contract”). The District and the Trustee shall enter into a Supplement to Declaration of Trust dated as of May 1, 2019 (the “Fourth Supplement to Declaration”), pursuant to which the Full Term Refunding Certificates of Participation, Series 2019C, in the installment payments under the Contract in the principal amount of \$_____ (the “2019C Certificates”) shall be executed and delivered by the Trustee (the Original Declaration, as supplemented, and as supplemented by the Fourth Supplement to Declaration is herein referred to as the “Declaration”).

Q. Forms of the following documents relating to the financing have been prepared and submitted to the School Board:

- (1) the Fourth Amendment to Contract proposed to be made and entered into between the District and the Trustee; and
- (2) the Fourth Supplement to Declaration proposed to be made and entered into between the District and the Trustee.

Section 2. A. The School Board has determined to proceed with the sale of the 2019C Certificates by direct negotiation to Robert W. Baird & Co. in Milwaukee, Wisconsin

(“Baird”), and has determined to retain _____, an independent municipal advisor to provide pricing opinion services.

B. Baird has proposed and the pricing committee of the District has accepted Baird’s proposal to purchase the 2019C Certificates at a cash price of \$_____, plus accrued interest on the total principal amount from May 29, 2019, to the date of delivery and upon condition that the 2019C Certificates are payable at the times and on the terms set forth in the Contract and the Declaration.

C. The 2019C Certificates to be issued shall mature on February 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

Year	Amount	Interest Rate
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		

D. Redemption. (i) The 2019C Certificates maturing in the years 2020 through 2025 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, in the year 2026 and in subsequent years shall each be subject to redemption and prepayment at the option of the District on February 1, 2025, and on any date thereafter, in whole or in part, and if in part, at the option of the District and in such manner as the District shall determine at a price of par plus accrued interest to the date of redemption, as provided for in the Declaration.

(ii) In the event of damage to all or a portion of the Project and the District makes the certification and election at the times and in the manner set forth in the Contract, the 2019C Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus accrued interest to the date of redemption, as provided for in the Declaration.

(iii) The 2019C Certificates maturing on February 1 in the years 20____ and 20____ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Declaration at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Trustee shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts:

For 2019C Certificates maturing on February 1, 20____:

Year	Amount
20____	
20____*	

* Final Maturity

For 2019C Certificates maturing on February 1, 20____:

Year	Amount
20____	
20____*	

* Final Maturity

E. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2019C Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

Section 3. It is hereby found, determined and declared by the School Board that:

A. It is desirable and in the best interests of the District to enter into the Fourth Amendment to Contract and the Fourth Supplement to Declaration;

B. The terms of the Fourth Amendment to Contract and the Fourth Supplement to Declaration are found to be advantageous to the District and are hereby approved;

C. The Installment Payments under the Contract are absolute and unconditional as provided for in Article III of the Contract and are not subject to annual appropriation of the District; and

D. Based upon information from Baird, the proceeds of the 2019C Certificates and the funds available and appropriated to the Prepayment Fund created in the Declaration will be sufficient to pay the principal and interest due on the Refunded Certificates on May 29, 2019, the Redemption Date.

Section 4. A. For the prompt and full payment of the installment payments under the Contract when due, there is hereby levied a direct, annual, ad valorem tax, as an additional levy pursuant to Minnesota Statutes, Section 126C.40, and other laws, upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on Exhibit A hereto.

B. The District maintains a Debt Service Fund on its books and records. A separate account was created within the Debt Service Fund and is designated as the "Installment Purchase Contract Account" (the "Contract Account"). The tax levies provided for in this Section 4 are

hereby pledged to, and shall be used for no purpose other than, the payment of Installment Payments under the Contract; provided, however, that if any such Installment Payment shall become due when there is not sufficient money in the Contract Account, the Treasurer may pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes herein levied or appropriated.

C. Except as permitted by Minnesota Statutes, Section 475.61, Subd. 3, such tax levies shall be irrevocable as long as the Contract remains in effect.

Section 5. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Fourth Amendment to Contract and the Fourth Supplement to Declaration substantially in the forms now on file with the Clerk, with such necessary and appropriate omissions, modifications, insertions and additions as do not materially affect the substance of the transaction, consistent with the Act, as the Chair in his discretion shall determine. The execution of the Fourth Amendment to Contract and the Fourth Supplement to Declaration by the Chair, with the advice of the Attorney for the District, shall be conclusive evidence of such determination. All of the provisions of the Fourth Amendment to Contract and the Fourth Supplement to Declaration, when executed and delivered as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated herein and shall be in full force and effect from the date of execution and delivery thereof. The District approves the 2019C Certificates being registered as depository obligations with The Depository Trust Company, New York, New York, as set forth in the Declaration.

Section 6. The Chair and the Clerk are hereby authorized to execute and deliver, on behalf of the District, such other documents as are necessary or appropriate in connection with the Fourth Amendment to Contract and the Fourth Supplement to Declaration, and the issuance, sale and delivery of the 2019C Certificates.

Section 7. All covenants, stipulations, obligations and agreements of the District contained in this Resolution and the Contract and the Declaration shall be deemed to be the covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the District upon execution and delivery of the Fourth Amendment to Contract and the Fourth Supplement to Declaration. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District or its officers by the provisions of this Resolution or of the aforementioned documents to be executed and delivered by the District shall be executed or performed by the District or by such officers of the District, or such board, body, authority or agency thereof as may be required by law to exercise such powers and to perform such duties.

Section 8. Except as herein otherwise expressly provided, nothing in this Resolution or in the Contract and the Declaration, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the District, the Trustee, Baird, or any holder of the 2019C Certificates issued under the provisions of this Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, that the aforementioned documents and all of their provisions being intended to be and being for the

sole and exclusive benefit of the District, the Trustee, Baird, and any holder from time to time of the 2019C Certificates issued under the provisions of this Resolution.

Section 9. The officers and other agents or employees of the District are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the refunding of the Refunded Certificates, the Fourth Amendment to Contract and the Fourth Supplement to Declaration, and the 2019C Certificates, without further action of the Board, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the 2019C Certificates, the aforementioned documents and this Resolution.

Section 10. In the event any of the officers of the District authorized to execute the documents on behalf of the District under this Resolution shall for any reason be unable to do so, any other officer of the District authorized to act for such designated officer is hereby directed and authorized to do so on behalf of the District with the same effect as if executed by the officer authorized to do so in this Resolution.

Section 11. All actions of the members, officers, employees and staff of the District heretofore taken and in furtherance of this financing are hereby approved, ratified and confirmed.

Section 12. A. The Clerk of the District is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the 2019C Certificates herein authorized have been duly entered on her register.

B. The Chair, the Clerk, the Treasurer and other officers of the District are authorized and directed to prepare and furnish, with regard to the issuance of the 2019C Certificates, certified copies of all proceedings and records of the District relating to the 2019C Certificates and such other affidavits, certificates and opinions as may be required to show the facts relating to the legality, tax exemption and marketability of the 2019C Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; that all such certified copies, certificates, affidavits and opinions, including and heretofore furnished, shall constitute representations of the District as to the truth of all statements made by the District and contained herein.

Section 13. The School Board has covenanted and has obligated itself in Resolution B-3-19-3634, adopted March 19, 2019, to be bound by the provisions of Minnesota Statutes, Section 126C.55. The School Board hereby reaffirms such covenants and obligations.

Section 14. The District hereby authorizes the circulation of the final Official Statement in connection with the sale and delivery of the 2019C Certificates.

Section 15. Tax Covenants.

A. The District covenants and agrees with the holders of the 2019C Certificates that the District will (i) take all action on its part necessary to cause the interest on the 2019C Certificates to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the 2019C Certificates and investment earnings thereon, making required payments to the federal government, if any,

and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the 2019C Certificates to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the 2019C Certificates and investment earnings thereon on certain specified purposes.

B. No portion of the proceeds of the 2019C Certificates shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the 2019C Certificates were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Certificates or \$100,000. To this effect, any proceeds of the 2019C Certificates and any sums from time to time held in the Contract Revenue Fund or the Prepayment Fund by the Trustee (or any other District fund or account which will be used to pay principal and interest to become due on the 2019C Certificates) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the 2019C Certificates and money in the Contract Revenue Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the 2019C Certificates to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The School Board covenants and certifies to and for the benefit of the owners of the 2019C Certificates that no use will be made of the proceeds of the Certificates, which will cause the 2019C Certificates to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder. Pursuant to such covenant, the School Board hereby agrees to comply throughout the term of the issue of the 2019C Certificates with the requirements of Section 148 of the Code and any Treasury Regulations promulgated thereunder and Article V of the Declaration.

Section 16. Continuing Disclosure. The District acknowledges that the 2019C Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the 2019C Certificates and the security therefor and to permit underwriters of the 2019C Certificates to comply with the Rule, which will enhance the marketability of the 2019C Certificates, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Section 17. Post-Issuance Compliance Policy and Procedures. The School Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with

all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The School Board hereby approves the Policy and Procedures for the 2019C Certificates. The Chief Financial Officer/Executive Director of Business Services continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

EXHIBIT A**Tax Levy Schedule**

Levy Year	Collection Year	2012A Certificates Tax Levy	2016 Certificates Tax Levy	2019C Certificates Tax Levy	Total Tax Levy
2018	2019	--	\$ 8,526,700	\$ 388,750*	\$8,915,450
2019	2020	\$ 735,000	8,734,900		**
2020	2021	1,785,000	8,951,850		
2021	2022	2,000,000	9,170,350		
2022	2023	2,000,000	9,402,100		
2023	2024	2,485,000	9,655,100		
2024	2025	4,020,000	9,851,850		
2025	2026	4,235,000	10,068,600		
2026	2027	4,440,000	10,281,000		

* 2018/2019 tax levy for 2010C Certificates shall pay principal and interest due on February 1, 2020, on the 2019C Certificates

** Such amount shall be reduced by \$_____, the amount of accrued interest, unused discount and rounding.

Draft: 3/28/2019

**AMENDMENT TO
INSTALLMENT PURCHASE CONTRACT
BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY (DULUTH),
MINNESOTA, AS VENDEE
AND
U.S. BANK NATIONAL ASSOCIATION, AS VENDOR
DATED AS OF MAY 1, 2019
RELATING TO
FULL TERM REFUNDING
CERTIFICATES OF PARTICIPATION, SERIES 2019C**

This instrument drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802

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THIS AMENDMENT TO INSTALLMENT PURCHASE CONTRACT, made as of May 1, 2019, between INDEPENDENT SCHOOL DISTRICT NO. 709, St. Louis County (Duluth), Minnesota, an independent school district organized under the laws of the State of Minnesota (the "District") and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America (the "Vendor").

WHEREAS, the District has heretofore entered into an Installment Purchase Contract with the Vendor dated as of June 1, 2008 (the "Original Contract"), pursuant to which the Vendor sold the District certain real and personal properties for use as school and transportation facilities described in the Original Contract (the "Project") and the District agreed to pay to the Vendor certain Installment Payments (as defined in the Original Contract); and

WHEREAS, pursuant to a Declaration of Trust dated as of June 1, 2008 (the "Original Declaration"), the Vendor executed and delivered \$111,440,000 Full Term Certificates of Participation, Series 2008B, dated June 1, 2008, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract (the "2008 Certificates"); and

WHEREAS, pursuant to Section 2.04 of the Original Contract, the District and the Vendor have agreed to enter into amendments to the Original Contract to add the legal descriptions of the parcels of land to Schedule 1 of Exhibit A of the Original Contract as such land is acquired or any land owned by the District is to be improved under the Original Contract; and

WHEREAS, the District and the Vendor have entered into two Amendments to Installment Purchase Contracts (Real Estate), dated September 22, 2009, and December 16, 2009; and

WHEREAS, pursuant to Section 5.02(b) of the Original Contract, the District may modify or add items to the Project, as described in the Original Contract, provided that no such change in the description of the Project shall increase the aggregate amount of the Project Costs beyond the maximum funds under the Original Contract, as amended, and the District and the Vendor have entered into an amendment to the Original Contract, as amended, to add items to the Project; and

WHEREAS, pursuant to Section 3.08 of the Original Contract, Additional Certificates may be issued under the Original Contract, the Original Declaration and amendments thereto to complete improvements to, or renovation of, the Project, subject to the conditions set forth in Section 3.08 of the Original Contract; and

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the "2010 Amendment"), to add land to Schedule 1 of Exhibit A to the Original Contract, to modify and add items to the Project, to provide for the issuance of Additional Certificates, including increasing the Installment Payments, and certain other related amendments as therein set forth; and

WHEREAS, pursuant to the Original Declaration, as supplemented by the Supplement to Declaration of Trust dated as of October 1, 2010 (the "2010 Supplement to Declaration"), the Vendor executed and delivered \$5,000,000 Full Term Certificates of Participation, Series 2010C,

dated October 1, 2010, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract, as amended by the 2010 Amendment (the “2010C Certificates”); and

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated June 1, 2012 (the “2012 Amendment”), to add certain land to and to remove certain land from Schedule 1 of Exhibit A to the Original Contract, as amended, to modify and add items to the Project, to provide for the issuance of Additional Certificates, and certain other related amendments as herein set forth; and

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of June 1, 2012 (the “2012 Supplement to Declaration”), the Vendee executed and delivered the Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012, in the original principal amount of \$12,800,424.50 and a total accreted amount at maturity of \$21,700,000.00 (the “2012A Certificates”); and

WHEREAS, Section 2.01.2(a)(ii) of the Original Declaration and Section 6.03 of the Original Contract provides that Additional Certificates may be issued to refund any of the Outstanding Certificates issued under the Declaration; and

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of August 1, 2016 (the “2016 Supplement to Declaration”), the Vendee executed and delivered \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated August 17, 2016 (the “2016 Certificates”), for the defeasance, refunding and prepayment of the 2008 Certificates; and

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of August 1, 2016 (the “2016 Amendment”), to adjust the Installment Payments by an amount sufficient to pay when due the principal and interest of the then Outstanding Certificates; and

WHEREAS, the District has authorized and requested that refunding certificates described as the \$_____ Full Term Refunding Certificates of Participation, Series 2019C, dated May 29, 2019 (the “2019C Certificates”), to be issued under the Original Declaration, as supplemented, including the Supplement to Declaration of Trust dated as of May 1, 2019, for the refunding and prepayment of the 2010C Certificates maturing on and after February 1, 2020 (the “Refunded Certificates”);

WHEREAS, Section 6.03 of the Original Contract provides that upon issuance of refunding certificates, the Vendor and the District shall enter into an amendment to the Original Contract to adjust the Installment Payments by an amount sufficient to pay when due the principal and interest on the Outstanding Certificates; and

WHEREAS, the amendments herein made to the Original Contract do not prejudice the interests of the Registered Owners of the 2010C Certificates, the 2012A Certificates or the 2016 Certificates issued pursuant to the Original Declaration, the 2010 Supplement to Declaration, the 2012 Supplement to Declaration and the 2016 Supplement to Declaration.

NOW, THEREFORE, the District and the Vendor hereby agree to amend the Original Contract as follows:

1. The Installment Payment schedule as set forth on Exhibit A to the Original Contract, as amended, is hereby further amended and restated by the Installment Payment schedule on Exhibit A hereto to adjust the Installment Payments by an amount sufficient to pay when due the principal of and interest on the 2016 Certificates, the 2019C Certificates and the accreted amount at maturity of the 2012A Certificates. The Original Contract, as amended, and all conditions, terms and provisions thereof, as such may apply to Installment Payments, shall apply to the Installment Payments for each of the 2012A Certificates, the 2016 Certificates and the 2019C Certificates.

2. The District covenants and agrees, in order to have sufficient funds to pay the Installment Payments when due, to levy taxes on all taxable property in the District, in accordance with Section 3.07 of the Original Contract.

3. As of the date of issuance of the 2019C Certificates, the 2010C Certificates shall no longer be Outstanding under the Declaration. The principal and interest on the Refunded Certificates due on May 29, 2019, the Redemption Date, shall be paid on May 29, 2019, through the application of the Prepayment Fund under the Original Declaration, as amended.

4. Except as herein amended, all terms and provisions of the Original Contract as originally executed and as otherwise amended shall remain in full force and effect.

(remainder of page left intentionally blank)

EXHIBIT A

INSTALLMENT PAYMENT SCHEDULE

Installment Payments Payment Date	2012A Certificates Accreted Amount at Maturity	2012A Certificates Yield to Maturity	2016 Certificates Principal Portion	2016 Certificates Interest Portion	2016 Certificates Total Installment Purchase Payment	2016 Certificates Interest Rate Per Annum	2019C Certificates Principal Portion	2019C Certificates Interest Portion	2019C Certificates Total Installment Purchase Payment	2019C Certificates Interest Rate Per Annum	Combined Total Installment Purchase Payment
8/1/2019	--		--	\$ 1,483,350	\$ 1,483,350		--	--	--		\$ 1,483,350
2/1/2020	--		\$ 5,560,000	1,483,350	7,043,350	3.00%					
8/1/2020	--		--	1,399,950	1,399,950						
2/1/2021	\$ 735,000	3.70%	5,935,000	1,399,950	7,334,950	3.00%					
8/1/2021	--		--	1,310,925	1,310,925						
2/1/2022	1,785,000	3.80%	6,330,000	1,310,925	7,640,925	5.00%					
8/1/2022	--		--	1,152,675	1,152,675						
2/1/2023	2,000,000	3.90%	6,865,000	1,152,675	8,017,675	5.00%					
8/1/2023	--		--	981,050	981,050						
2/1/2024	2,000,000	4.00%	7,440,000	981,050	8,421,050	5.00%					
8/1/2024	--		--	795,050	795,050						
2/1/2025	2,485,000	4.05%	8,065,000	795,050	8,860,050	5.00%					
8/1/2025	--		--	593,425	593,425						
2/1/2026	4,020,000	4.10%	8,665,000	593,425	9,258,425	5.00%					
8/1/2026	--		--	376,800	376,800						
2/1/2027	4,235,000	4.20%	9,315,000	376,800	9,691,800	4.00%					
8/1/2027	--		--	190,500	190,500						
2/1/2028	4,440,000	4.25%	9,900,000*	190,500*	10,090,500*	various					
	\$21,700,000		\$68,075,000	\$16,567,450	\$84,642,450						

* 2016 Certificates maturing on 2/1/2028 consist of two maturities as follows:

- (1) \$8,900,000 of principal, interest due on February 1, 2028, of \$178,000, at the rate of 4.00% per annum; and
- (2) \$1,000,000 of principal, interest due on February 1, 2028, of \$12,500, at the rate of 2.50% per annum.

Draft: 4/10/2019

**SUPPLEMENT TO
DECLARATION OF TRUST**

BETWEEN

**U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE**

AND

**INDEPENDENT SCHOOL DISTRICT NO. 709
ST. LOUIS COUNTY (DULUTH), MINNESOTA**

DATED AS OF MAY 1, 2019

**RELATING TO
FULL TERM REFUNDING
CERTIFICATES OF PARTICIPATION, SERIES 2019C**

THIS SUPPLEMENT TO DECLARATION OF TRUST (the “Supplement to Declaration”), dated as of May 1, 2019, supplementing the Declaration of Trust dated as of June 1, 2008, as supplemented, between U.S. BANK NATIONAL ASSOCIATION, a national banking association, organized under the laws of the United States of America and qualified to conduct business in the State of Minnesota (the “Trustee”), and INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY (DULUTH), MINNESOTA, an independent school district organized under the laws of the State of Minnesota (the “District”).

W I T N E S S E T H:

WHEREAS, the District, as vendee, and U.S. Bank National Association, as vendor (acting in its trust capacity) (the “Vendor”), entered into that certain Installment Purchase Contract dated as of June 1, 2008 (the “Original Contract”), to provide for the acquisition, construction and equipping of the Project in order to carry out a portion of the District’s long-range facilities plan, and its governmental function.

WHEREAS, the District and the Trustee entered into a Declaration of Trust, dated as of June 1, 2008 (the “Original Declaration”), which provided for the execution and delivery of \$111,440,000 Full Term Certificates of Participation, Series 2008B, dated June 1, 2008 (the “2008 Certificates”), evidencing a proportionate interest in the Installment Payments to be made by the District under the Original Contract.

WHEREAS, the proceeds of the 2008 Certificates were used to finance a portion of the Costs of the Project.

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the “2010 Amendment”), to add land to Schedule 1 of Exhibit A to the Original Contract, to modify and add items to the Project, to provide for the issuance of Additional Certificates, including increasing the Installment Payments, and certain other related amendments as therein set forth.

WHEREAS, pursuant to the Original Declaration, as supplemented by the Supplement to Declaration of Trust dated as of October 1, 2010 (the “2010 Supplement to Declaration”), the Trustee executed and delivered \$5,000,000 Full Term Certificates of Participation, Series 2010C, dated October 1, 2010, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract, as amended by the 2010 Amendment (the “2010C Certificates”).

WHEREAS, the District and the Vendor entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012 (the “2012 Amendment”), to add land to Schedule 1 of Exhibit A to the Original Contract, as amended, to modify and add items to the Project, to provide for the issuance of Additional Certificates, including increasing the Installment Payments, and certain other related amendments as therein set forth.

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of June 1, 2012 (the “2012 Supplement to Declaration”), the Trustee executed and delivered Full Term Capital Appreciation Certificates of

Participation, Series 2012A, dated June 27, 2012 (the “2012A Certificates”), in the original principal amount of \$12,800,424.50 and a total accreted amount of \$21,700,000 to provide additional funds for the Project.

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of August 1, 2016 (the “2016 Supplement to Declaration”), the Trustee executed and delivered \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated August 17, 2016 (the “2016 Certificates”), for the defeasance, refunding and prepayment of the 2008 Certificates.

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of August 1, 2016 (the “2016 Amendment”), to adjust the Installment Payments by an amount sufficient to pay when due the principal and interest of the then Outstanding Certificates.

WHEREAS, other than the 2010C Certificates, the 2012A Certificates and the 2016 Certificates, no other certificates or obligations are payable from Installment Payments under the Original Contract, as amended.

WHEREAS, the District has modified the terms of the Original Contract, as amended, as set forth in an Amendment to Installment Purchase Contract dated May 1, 2019, between the Vendor and the District (the “Amendment to Contract”); such amendment modified the Original Contract, as amended by the 2010 Amendment, the 2012 Amendment and the 2016 Amendment.

WHEREAS, the School Board of the District has found and determined that, in order to reduce debt service, that the Trustee execute and deliver \$_____ Full Term Refunding Certificates of Participation, Series 2019C, dated May 29, 2019 (the “2019C Certificates”), for the refunding and prepayment of the Outstanding 2010C Certificates maturing on and after February 1, 2020 (the “Refunded Certificates”).

WHEREAS, the District, pursuant to this Supplement to Declaration, shall deposit its cash and proceeds of the 2019C Certificates in the Prepayment Fund under the Original Declaration in an aggregate amount sufficient to pay, without investment income, the Principal Portion and the Interest Portion of the Installment Payments of the Contract represented by the Refunded Certificates maturing on and after February 1, 2020, for prepayment and redemption on May 29, 2019 (the “Redemption Date”), from the deposits made pursuant to Article VIII of the Original Declaration.

WHEREAS, the District and the Trustee have agreed that the Trustee will execute and deliver the 2019C Certificates in the form set forth on Attachment A hereto evidencing a proportionate interest in the Installment Payments to be made by the District under the Amendment to Contract (the Amendment to Contract and the Original Contract, as amended, are collectively referred to herein as the “Contract”).

WHEREAS, upon delivery from the District to the Trustee of this executed Supplement to Declaration, a Request and Authorization and the other items required by Section 2.01.2 of the Original Declaration, the Trustee has agreed to execute and to deliver the 2019C Certificates to the purchaser of the 2019C Certificates.

WHEREAS, the 2019C Certificates are being issued as Additional Certificates under the Original Declaration, as amended, and are secured on a parity with the 2012A Certificates and the 2016 Certificates.

WHEREAS, the Trustee has agreed on behalf of the Owners of the Refunded Certificates to hold a portion of the proceeds of the 2019C Certificates, and the cash deposit, if any, in the Prepayment Fund and to disburse them in accordance this Supplement to Declaration.

WHEREAS, the Trustee has agreed on behalf of the Owners of the Refunded Certificates, the 2012A Certificates, the 2016 Certificates and the 2019C Certificates to receive the Installment Payments due under the Contract and to apply and to disburse them in accordance herewith.

WHEREAS, by this Supplement to Declaration, the District agrees to forward the Installment Payments due under the Contract to the Trustee.

WHEREAS, the execution and delivery of this Supplement to Declaration and the execution and delivery of the 2019C Certificates provided for herein have been in all respects duly and validly authorized by resolution of the District.

WHEREAS, all things necessary to make the 2019C Certificates, when authenticated by the Trustee as in this Supplement to Declaration provided, the valid, binding and legal limited obligations of the District, according to the import thereof have been done and performed.

NOW, THEREFORE, in consideration of the premises, the covenants and the conditions hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Except as otherwise defined herein, each of the capitalized terms used in this Supplement to Declaration shall have the same meaning as set forth in the Original Declaration, as supplemented by the 2010 Supplement to Declaration, by the 2012 Supplement to Declaration, and by the 2016 Supplement to Declaration and shall have the same meaning as set forth in the Contract. With respect to any defined term that is given a different meaning under this Supplement to Declaration, it shall have the meaning designated herein. As used in this Supplement to Declaration and recitals hereto, the terms defined in the Original Declaration, as supplemented, shall have the meanings assigned to them therein, except as amended herein. In addition, unless otherwise indicated or the context otherwise requires, the following terms shall have the following respective meanings hereunder:

“Principal Payment Date” shall mean the date on which an Installment Payment is required to be paid on the 2019C Certificates to the Owners thereof, beginning February 1, 2020, and each February 1 thereafter through and including February 1, 2028.

“Refunded Certificates” shall mean the Outstanding 2010C Certificates with stated maturities on and after February 1, 2020, presently outstanding in the aggregate principal amount of \$2,935,000.

“2008 Certificates” shall mean the \$111,440,000 Full Term Certificates of Participation, Series 2008B dated June 1, 2008, issued under the Original Declaration; such 2008 Certificates are no longer Outstanding.

“2010C Certificates” shall mean the \$5,000,000 Full Term Certificates of Participation, Series 2010C, dated October 1, 2010, issued under the 2010 Supplement to Declaration.

“2012A Certificates” shall mean the Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012, in the original principal amount of \$12,800,424.50 and a total accreted amount at maturity of \$21,700,000, issued under the 2012 Supplement to Declaration.

“2016 Certificates” shall mean the \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated August 17, 2016, issued under the 2016 Supplement to Declaration.

“2019C Certificates” shall mean the \$_____ Full Term Refunding Certificates of Participation, Series 2019C, dated May 29, 2019, issued under this Supplement to Declaration.

Section 2. Creation of 2019C Certificates for Issuance. There is hereby created for issuance a series of Additional Certificates to be designated:

FULL TERM REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2019C
Evidencing the Proportionate Interest of the Registered Owner in Installment
Payments to be made by
INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY (DULUTH),
MINNESOTA

Pursuant to an Installment Purchase Contract dated June 1, 2008, as amended,
and as further amended as of May 1, 2019, with
U.S. Bank National Association

A. Under Section 2.01.2 of the Original Declaration, as supplemented, the 2019C Certificates shall be issued in the aggregate original principal amount of \$_____. The 2019C Certificates shall specify May 29, 2019, as their original issue date.

B. In accordance with the restated schedule for Installment Payments under the Amendment to Contract, the 2019C Certificates shall be due and payable on the dates and in the respective amounts, and shall bear interest at the respective rates per annum, set forth in the table below:

Maturity Date (February 1)	Principal Amount of 2019C Certificates	Interest Rate
2020		
2021		
2022		
2023		

Maturity Date (February 1)	Principal Amount of 2019C Certificates	Interest Rate
2024		
2025		
2026		
2027		
2028		
TOTAL		

C. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2019C Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

D. Pursuant to Section 3.02(a) of the Original Declaration, the following optional prepayment provision is added for the 2019C Certificates:

“The 2019C Certificates maturing on and after February 1, 2026, shall be subject to prepayment, at the option of the District, in whole and in part, at the applicable Prepayment Price on February 1, 2025, and on any date thereafter, if the District elects to prepay all or a portion of the Principal Portion and Accrued Interest Portion thereon of the Installment Payments.”

E. The form of the 2019C Certificates is set forth as Attachment A hereto and shall constitute a “Certificate” or “Certificates” under the Original Declaration, as supplemented, except where the context refers to the 2008 Certificates, the 2010C Certificates, the 2012A Certificates, the 2016 Certificates or the 2019C Certificates or as otherwise provided for in this Supplement to Declaration.

Section 3. Delivery of 2019C Certificates. Upon the execution and delivery of this Supplement to Declaration by the District and the Trustee, the Trustee shall execute and deliver the 2019C Certificates to the Purchaser (or to The Depository Trust Company, New York, New York (“DTC”) as may be directed by the District).

Prior to the delivery of the 2019C Certificates by the Trustee there shall be filed with the Trustee:

(a) a certified copy of the resolution or resolutions of the District authorizing the issuance of the 2019C Certificates and the execution and delivery of this Supplement to Declaration, the Amendment to Contract and the Continuing Disclosure Certificate;

(b) an Opinion of Special Counsel to the effect that the 2019C Certificates have been duly and validly authorized and issued and regarding the tax-exempt nature of the Interest Portion of the Installment Payments on the Contract represented by the 2019C Certificates;

(c) an original executed counterpart of the Amendment to Contract;

- (d) an original executed counterpart of this Supplement to Declaration;
- (e) a Request and Authorization to the Trustee, executed on behalf of the District by its Chair or Clerk of the District, to deliver the 2019C Certificates to the Purchaser therein identified, in the form and amount requested upon payment to the Trustee, for the account of the District, of a specified sum plus accrued interest, if any, on the 2019C Certificates to the date of delivery thereof;
- (f) a certificate of an Authorized Representative of the District to the effect that no Event of Default or event which, with the passage of time or giving of notice or both, would become an Event of Default exists or would be created by the issuance of the 2019C Certificates and the execution and delivery of the related documents;
- (g) a certificate signed by the Chair and the Clerk of the District calling for the prepayment and redemption of the Refunded Certificates as hereinafter provided;
- (h) an opinion of Special Counsel to the effect that the payment of the Refunded Certificates will not adversely affect the tax-exempt status of the Refunded Certificates;
- (i) a Certificate of Participation issued by the Commissioner pursuant to Minnesota Statutes Section 126C.55; and
- (j) such other customary closing papers as the Trustee or Special Counsel may reasonably require.

Section 4. Application of Proceeds of 2019C Certificates. The Trustee shall deposit the 2019C Certificates proceeds received by it for the account of the District from the original sale of the 2019C Certificates into the following funds and account:

- (a) to the Prepayment Fund to be held, invested and distributed by the Trustee pursuant to this Supplement to Declaration, \$_____ of proceeds of the 2019C Certificates, plus \$_____ of funds of the District in its Contract Account for the 2010C Certificates;
- (b) to the Contract Revenue Fund (the accrued interest in the amount of \$0.00 and the rounding amount of \$_____), \$_____; and
- (c) \$_____ of proceeds shall be used for costs of issuance of the 2019C Certificates.

Section 5. Prepayment of Refunded Certificate. On the date of issuance of the 2019C Certificates, the following amounts from the following sources shall be deposited in the Prepayment Fund established under Section 4.01(c) of the Original Declaration:

(a) From the proceeds of the 2019C Certificates	\$ _____
(b) From funds of the District in the Contract Revenue Fund:	_____
Total	\$ _____

The Trustee is irrevocably directed to use such monies in the Prepayment Fund for prepayment and redemption of the Refunded Certificates on May 29, 2019, pursuant to the District's Notice of Prepayment, to prepay and redeem the outstanding 2010C Certificates maturing on and after February 1, 2020, on May 29, 2019, the Redemption Date (\$2,935,000), plus accrued interest on the outstanding 2010C Certificates to the Redemption Date (\$34,006.94) for a total of \$2,969,006.94.

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ATTACHMENT A

FORM OF CERTIFICATE OF PARTICIPATION

No. _____ \$ _____

FULL TERM REFUNDING CERTIFICATE OF PARTICIPATION, SERIES 2019C

Evidencing the Proportionate Interest of the Registered Owner Hereof in

Installment Payments to be Made by

INDEPENDENT SCHOOL DISTRICT

NO. 709, ST. LOUIS COUNTY (DULUTH), MINNESOTA

due under its Installment Purchase Contract dated June 1, 2008, as amended, and

as further amended as of May 1, 2019, with U.S. Bank National Association

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

<u>Maturity Date</u>	<u>Interest Rate Per Annum</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
February 1, _____	_____ %	May 29, 2019	_____

The registered owner (the “Owner”) of this Full Term Refunding Certificate of Participation, Series 2019C (the “Certificate”) specified above is entitled to receive on the earlier of the Maturity Date shown above or on the prepayment date, if any (in either case, the “Certificate Payment Date”), the Principal Amount specified above, and on each February 1 and August 1 (the “Interest Payment Date”) commencing February 1, 2020 (or the next day if the first is not a Business Day), until such Certificate Payment Date, an amount equal to interest on such principal amount computed at the Interest Rate Per Annum set forth above on the basis of a 360-day year consisting of twelve 30-day months, all subject to the provisions set forth herein. This Certificate evidences an interest in the “Installment Payments” under that certain Installment Purchase Contract dated as of June 1, 2008, as amended, and as further amended by Amendment to Installment Purchase Contract dated as of May 1, 2019 (collectively, the “Contract”), by and between U.S. Bank National Association (the “Vendor”) and Independent School District No. 709, St. Louis County (Duluth), Minnesota (the “District”). The Certificates are being issued pursuant to that certain Supplement to Declaration of Trust, dated as of May 1, 2019, supplementing the Declaration of Trust dated as of June 1, 2008, as supplemented (collectively, the “Declaration of Trust”), between the District and U.S. Bank National Association (the “Trustee”). The principal corporate trust office of the Trustee is located at St. Paul, Minnesota (such principal office herein being referred to as the “Principal Office”).

The aforesaid Principal Amount is payable subject to the terms of the Contract and represents an interest of the Owner hereof in portions of the Installment Payments designated as principal coming due under the Contract. The Owner is also entitled to receive, subject to the terms of the Contract, the Owner’s share of the Installment Payments designated as interest coming due under the Contract. All amounts payable hereunder are payable in lawful money of the United States of America that at the time of payment shall be legal tender for the payment of

public and private debts. The amounts representing principal are payable upon presentation of the Certificate at the Principal Office of the Trustee on the Certificate Payment Date and the amounts representing interest are payable by check or draft of the Trustee mailed on each Interest Payment Date to the Owner of record as set forth herein. Interest on this Certificate will be paid to the Registered Owner in whose name this Certificate is registered on the registration books maintained by the Trustee and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding the Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Registered Owner hereof as of the Regular Record Date, and shall be payable to the person who is the Registered Owner hereof at the close of business on a date (the "Special Record Date") fixed by the Trustee whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to the Registered Owners not less than 10 days prior to the Special Record Date.

So long as this Certificate is registered in the name of DTC or its Nominee as provided in the Declaration of Trust, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Certificate and notice with respect thereto shall be made as provided in the Representation Letter, as defined in the Declaration of Trust, and surrender of this Certificate shall not be required for payment of the redemption price upon a partial redemption of this Certificate. Until termination of the book-entry only system pursuant to the Declaration of Trust, the Certificates may only be registered in the name of DTC or its Nominee.

All capitalized terms not defined herein shall have the meaning set forth in the Declaration of Trust.

This Certificate has been executed by the Trustee pursuant to the terms of the Declaration of Trust. Copies of the Contract and the Declaration of Trust are on file at the office of the District and at the Principal Office of the Trustee, and reference to the Contract and the Declaration of Trust and any and all amendments to such agreements is made for a description of the pledges and the covenants of the District securing the payment of Installment Payments, the nature, the extent and the manner of enforcement of such pledges and covenants and the rights and the terms and the conditions upon which the Certificates are delivered thereunder. To the extent and in the manner permitted by the terms thereof, the provisions of the Contract and the Declaration of Trust may be amended with respect to the Certificates by the parties thereto and, with respect to the Declaration of Trust with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, as more fully set forth in the Declaration of Trust or without such consent for the purpose of curing any ambiguity, correcting defects or in regard to questions arising under the Declaration of Trust, provided such amendment does not adversely affect the interest of the Owners of the Certificates.

The registration of this Certificate shall be transferable upon the Certificate register, which shall be kept for that purpose at the Principal Office of the Trustee, upon surrender hereof together with a written instrument of transfer approved by the Trustee duly executed by the Owner of this Certificate or his duly authorized attorney. Upon the registration of the transfer and the surrender of this Certificate, the Trustee shall provide in the name of the transferee a new fully registered Certificate or Certificates of the same aggregate principal amount and Certificate Payment Date as the surrendered Certificate. The Trustee also shall require the payment by the

Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee may charge a transfer fee for such transfer. No exchange of any Certificates shall be required of the Trustee after such Certificate has been called for prepayment and no transfer of any Certificate shall be required between the Record Date and the relevant Certificate Payment Date. No exchange of any Certificates shall be required of the Trustee after such Certificate has been called for prepayment, and no transfer of any Certificate shall be required between the Record Date and the relevant Interest Payment Date.

The Certificates are issued originally only as global book-entry certificates in the denomination of the entire principal amount of the issue maturing on a single date, or, if a portion of said principal is prepaid, said principal amount less the payment, in the form of fully registered Certificates in Authorized Denominations of \$5,000 each or any integral multiple thereof. Upon surrender thereof at the Principal Office of the Trustee with a written request of exchange satisfactory to the Trustee duly executed by the Owner or by his attorney duly authorized in writing, at the option of the Owner thereof, the Certificate may be exchanged for an equal aggregate principal amount of Certificates of other Authorized Denominations of the same maturity, interest rate and tenor.

The District has qualified the Certificates for participation in the State of Minnesota program to preclude default of school district debt, pursuant to Minnesota Statutes, Section 126C.55. If the District is unable to make any portion of the Installment Payments under the Contract represented by the Certificates on or before any Interest Payment Date, the State of Minnesota has agreed to make such payment in the District's place.

This Certificate is one of the Certificates issued pursuant to the Declaration of Trust and for the purposes of providing funds to finance the full gross cash refunding of certain outstanding obligations of the District and paying certain expenses related to the issuance of the Certificates. This Certificate and the rights of the Owner hereof are in all respects subject to and governed by the Declaration of Trust.

The Certificates are being issued as Additional Certificates in the aggregate principal amount at maturity of \$_____ under the Declaration of Trust and are secured on a parity with the Full Term Refunding Certificates of Participation, Series 2016A, dated August 17, 2016, in the aggregate principal amount of \$82,605,000, and the Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012, in the original principal amount of \$12,800,424.50 and a total accreted amount at maturity of \$21,700,000.

All or a part of the Outstanding Certificates, as provided for in the Contract, are subject to redemption and prepayment at any time, at the option of the District, at their principal amount and accrued interest to the date of redemption if the Project, or a part thereof, is damaged or destroyed to the extent described in Section 6.01(b) and 9.03(b)(ii) of the Contract.

All Certificates maturing in the years 2026 and thereafter are subject to optional redemption in whole or in part on February 1, 2025, and on any date thereafter at a price of the principal amount thereof, plus accrued interest.

If less than all of the Certificates are called for prepayment, the District shall determine the maturity year and amount within each maturity year to be prepaid and the Trustee shall select the Certificates or any given portion thereof to be prepaid from the Outstanding Certificates by lot within any maturity. The Trustee shall promptly notify the District in writing of the numbers of the Certificates or portions thereof so selected for prepayment. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and shall deliver to the Owner thereof at the expense of the District a new Certificate or Certificates of Authorized Denominations and of the same maturity, and interest rate, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

As more fully described in the Declaration of Trust, notice of prepayment shall be given by the Trustee by mailing a copy of the notice of prepayment not less than 30 days nor more than 60 days prior to the Prepayment Date to the District and the Owner of each Certificate affected at the address shown on the Certificate register maintained by the Trustee on the date such notice is mailed. Each notice of prepayment shall be dated and shall state the Prepayment Date, the place of prepayment, the CUSIP numbers to the extent applicable, the Prepayment Price and, if less than all the Certificates are to be prepaid, the distinctive numbers of the Certificates to be prepaid, and shall also state that the Interest Portion of the Installment Payments represented by the Certificates designated for prepayment shall cease to accrue from and after such Prepayment Date and that on such date there will become due and payable on each of such Certificates the Prepayment Price.

Notice of prepayment having been duly given as aforesaid and moneys for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee on the Prepayment Date designated in such notice, the Certificates or the portions thereof so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and the Interest Portion of the Installment Payments represented by the Certificates so called for prepayment shall cease to accrue, Certificates or portions thereof shall cease to be entitled to any benefit or security under the Declaration of Trust and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of such Prepayment Price.

The District has certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of Minnesota and the Contract to exist, to have happened and to have been performed precedent to the delivery of the Contract exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by signature of an authorized officer as of the Date of Original Issue set forth above.

U.S. BANK NATIONAL ASSOCIATION

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, the within-mentioned Certificate and does hereby irrevocably constitute and appoint _____ to transfer such Certificate on the Certificate register with full power of substitution in the premises.

Dated:

Signature(s):

Signature(s):

NOTICES: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, trust company, national bank association or other banking institution incorporated under the laws of the United States or a state of the United States.

NOTICE: The signatures of this Assignment must correspond with the name that appears upon the face of the within Certificate in particular, without alteration, enlargement or any change whatever.

The Trustee will be required to register a Certificate in the name of a transferee only if provided with the information requested below. The transferee (or his designated representative) should provide as much of the information requested below as is applicable to him prior to submitting this Certificate for transfer.

Name: _____

Address: _____

Social Security or Employer Identification Number: _____

If a Trust, Name and Address of Trustee: _____

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**Expenditure Contracts Signed
March 2019**

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

Name	Amount (not to exceed)	Contract Source (*how paid for)	Description
Jeremy Wilson	\$2,500.00	American Indian Education (DR)	Drum services
Joseph Montano Sr.	\$5,000.00	American Indian Education (DR)	Ojibwe style moccasin game
Craig Menozzi	\$16,000.00	Denfeld (DR)	SWOT Analysis (2 year contract at \$8K/year)
Mickelson Consulting LLC	\$3,800.00	Lincoln Park (DR)	Restorative practice strategic plan
Amity Institute	\$4,600.00	Lowell (SAF)	Amity Intern Program to host one intern for the Nueva Vision Spanish Immersion program for FY20; the PTA will be holding fundraisers to cover the cost
Aimee Bissonette	\$600.00	Myers-Wilkins (DR)	Presentations on her book; presentations on the writing process
Central City Housing Corp	\$700.00	Office of Education Equity (DR)	Dance team performances at Denfeld for Black History Month assembly
Creation Station Childcare	\$1,500.00	Special Services (DU)	Amending previous contract to increase Not to Exceed amount from \$1,350 to \$1,500) for preschool planning as required by IEP
Concordia Community Arts Playcare	\$1,720.00	Special Services (DU)	Preschool planning as required by IEP
University of MN	\$11,526.00	Special Services (DU)	Licensee fee for audiological testing equipment and assessment

*** 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 __15th day of _February, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson ____, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 15th, 2019_ and shall remain in effect until 6-30-2019_, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert/attach a list of programs/services to be performed by contractor)*

Drum services for powwow, cultural nights, and cultural presentations.

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 \$ __2500.00__. 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) _____ Attn: Jeremy Wilson 218 N. 10th Ave E. Duluth Mn , 55805 _____.

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.

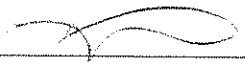

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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
		3-11-19
Program Director		Date

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

01	6005	065	516	346	136500
XX	XXX	XXX	XXX	XXX	XXXXXX

Cathryn Johnson

CFO/Superintendent of Schools/Board Chair

03/13/19

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr, 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 March 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 weekly classes on Ojibwe style moccasin game for our American Indian students of Duluth Public Schools. The Contractor will also plan and organize a family community event around Ojibwe style moccasin game May 2019.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 5,000 (Five thousand dollars). The Contractor will be paid \$75.00 (Seventy five dollars) hour. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Edye Howes, Coordinator for American Indian Education Department. 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)
Joseph Montano Sr. 35357 Community Rd. #20 Bayfield, WI 54814

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.

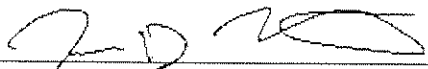
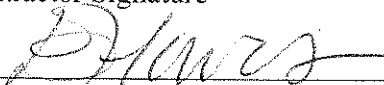
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

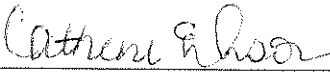
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

		3/11/19
Contractor Signature	SSN/Tax ID Number	Date
		3/14/19
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	1005	005	320	340	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

	3-18-19
CFO/Superintendent of Schools/Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of September, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Craig Menozzi, P.O. Box 702 Coleraine, MN 55722, 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 September 5, 2018, 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.**

- Review previous Denfeld SWOT analysis from 2017.
- Spend time at Denfeld High School prior to the formal assessment being visible and interacting with students and staff during the school day.
- Do a comprehensive assessment for Denfeld High School.
- Gather data through informal conversations and formal focus groups.
- Analyze the findings.
- Submit a final report including recommendations.
- Denfeld team, with recommendations from Craig, will then develop an action plan for implementation.

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 \$8,000/school year. 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: Peggy Blalock & William Gronseth, 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) Craig Menozzi, P.O. Box 702 Coleraine, MN 55722.

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.

Craig W. Menozzi
Contractor Signature

SSN/Tax ID Number

1/4/19
Date

[Signature]
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	211	215	317	000	130500
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[Signature]
CFO/Executive Director of Business Services/Superintendent of Schools

1-15-19
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Mickelson Consulting LLC, 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 April 1, 2019 and shall remain in effect until June 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 \$ 3,800.00. 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 Vathauer, 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) Mickelson Consulting LLC, 2590 County Rd. 139, Barnum, MN 55707.

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.

Katharine Mickelson

Contractor Signature

SSN/Tax ID Number

3/19/19
Date

Brenda Vadnauer

Program Director

3-28-19
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
----	-----	-----	-----	-----	--------

Catrina Elia

CFO/Superintendent of Schools/Board Chair

3-29-19
Date

() We will be using Comp Ed Funds (*)*
01-211-225-317-000

Mickelson Consulting LLC
Barnum, MN

Lincoln Park School – Restorative Practice Project Proposal
Prepared by Laraine Mickelson
Submitted 3.2019

Overview: Lincoln Park School is interested in the exploration and implementation of restorative practices. The initial core/start-up team is seeking consultation and/or training services through June, 2019.

Objectives: Two primary goals will be accomplished:

1. Establish a restorative vision and mission specific to the needs of the school.
2. Establish a strategic plan for the 2019/2020 (or further) school year.

Requirements: To accomplish the two objectives Mickelson Consulting LLC needs access to a core/start-up team:

- that is enthusiastic about restorative philosophy;
- able to meet two to three times per month;
- that has capacity to make decisions and/or access individuals with decision-making authority.

Fees:

Contact: You may contact Mickelson Consulting LLC as follows:

Laraine Mickelson 218-390-1707
 Paul Mickelson 218-310-7681
Laraine@mickelsonconsulting.org
www.mickelsonconsulting.org

We are very happy that you are considering restorative philosophy and we are excited to be working with you!

For questions regarding this proposal, please contact Laraine Mickelson.
Thank you!

LETTER OF AGREEMENT



February 16, 2019

Jen Larva
 Lowell Elementary - Nueva Vision Spanish Immersion
 2000 Rice Lake Road
 Duluth, Minnesota 55811

Dear Jen Larva,

This letter is to confirm arrangements made between Lowell Elementary - Nueva Vision Spanish Immersion (hereinafter "Host School") and Amity Institute (hereinafter "Amity") for Host School's participation in the Amity Intern Program, designated by the U.S. Department of State as an exchange visitor program in the non-immigrant (J) visa category.

Amity will act as the exchange visitor visa sponsor and will provide internships to program participants through partnership with the Host School. Amity will provide each Intern invited by the Host School, as stated on the Intern Invitation Addendum, with a SEVIS-generated Form DS-2019 under Amity's Exchange Visitor Program #P-3-14779 and the Training/Internship Placement Plan (T/IPP - Form DS-7002 outlining exchange program activities). Upon receipt of Form DS-2019 and Form DS-7002, the Intern will present the forms to the nearest U.S. Embassy in his/her home country in order to secure a non-immigrant J-1 Exchange Visitor entry visa. It has been determined by Amity and the Host School that the background, English language skills, education, and experience qualify the Intern for this exchange program.

This Amity Intern Program is to take place over the course of the **2019/20** academic year as specified by the dates listed on the Intern's T/IPP at Lowell Elementary - Nueva Vision Spanish Immersion (known as Site of Activity) located at 2000 Rice Lake Road, Duluth, Minnesota, 55811. Host School agrees to notify Amity within three days of occurrence if the dates or the Site of Activity for this exchange change. Upon completion of the program Interns are expected to return to their home country to fulfill the exchange. The Host School acknowledges that this is a temporary exchange opportunity and employment in the U.S. cannot be offered at any point.

The Host School will be providing supervision and training as well as locally assisting the Intern throughout this program, including access to cross-cultural activities. In compliance with J-1 visa regulations this exchange program is to be a structured program of activities as described in the Training/Internship Placement Plan (T/IPP). The Host School agrees to provide supervision through qualified and certified teaching staff at all times and understands that the Intern may not replace staff or function as a substitute teacher. The Host School agrees to arrange a schedule for Intern of approximately 32 hours per week, including preparation time, staff meetings and regular extra-curricular activities, in accordance with the activities stated in the T/IPP. The Host School also agrees to provide assessments of Intern according to T/IPP. The Host School will provide a copy of the T/IPP and the Host School Handbook to every person who will work with the Intern.

Following Amity program guidelines, documented in the Host School Handbook and Internship Bulletin, the Host School agrees to arrange suitable housing as well as three meals a day at no charge to the Intern. If the Intern is unable to complete their program due to the school being unable to provide housing, the school will be responsible for any additional travel expenses (i.e. airline change fees, short term lodging) the Intern incurs due to having to return to their home country earlier than anticipated. The Host School agrees to inspect all host families and to submit Host Family Fact Sheets for each host family to Amity prior to Intern's arrival in the home. The Host School agrees to report any changes to host family placements within three days of occurrence.

The Host School agrees to arrange payment of a stipend in the amount of \$300.00/month to the Intern. Payment of the stipend is the responsibility of the Host School.

In accordance with visa regulations, Amity, as the exchange visitor program sponsor, in conjunction with the Host School, will provide the Intern with written Terms of Assignment, pre-arrival information, orientation materials, ongoing program support, funding arrangements, and will be generally available on an on-going basis to assist the exchange visitor as may be required. Amity must also determine the Intern's compliance with minimum sickness/accident insurance coverage requirements set by J-1 regulations.

Amity will take full responsibility for program validation and the on-going maintenance of the SEVIS record in order to preserve Intern's legal status in the United States. It should be noted that the above arrangements are based on current Department of Homeland Security (DHS) and Department of State regulations and would be subject to modification should J-1 exchange visitor requirements change. The Host School agrees to cooperate with Amity to conduct supervision and evaluation of the exchange program in accordance with U.S. government J-1 visa regulations, for which Amity, as the Exchange Visitor sponsor, is officially responsible. The Intern is responsible for completing and submitting the Form I-901 and paying the respective mandatory one-time DHS SEVIS fee for a newly sponsored exchange visitor.

The Host School agrees to remit to Amity within 30 days of invoice the administrative fee in the amount of \$1600 for each intern arriving for the full academic year and \$800 for each Intern arriving for one semester if one-semester internships are arranged consecutively during the school year. If an Intern voluntarily leaves the Program before their Program End Date, a pro-rated amount will be charged based on the month the Intern left. If the Host School dismisses an Intern without following Amity's discipline procedure and without Amity's approval, the school will be obligated to pay the full fee.

Please indicate your agreement to the arrangements stated above by returning a signed copy of this Letter of Agreement. Once this signed Letter of Agreement and the T/IPP has been received, Amity will prepare the necessary Terms of Assignment for the Intern to sign. Thereafter, Amity will prepare a packet of important documents and information to be mailed to the Intern. The packet will include but is not limited to: one (1) SEVIS-generated Form DS-2019, the executed Form DS-7002 (T/IPP), and comprehensive instructions on applying for a J-1 entry visa, completing and paying the mandatory one-time DHS SEVIS fee, entering the United States, and maintaining legal status.

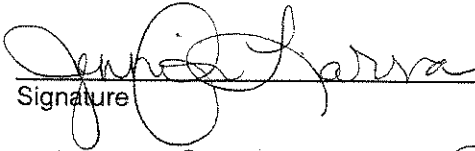
Should you have any questions in the interim please do not hesitate to contact us at your convenience.

Amity Institute
1775 Hancock Street, Suite 170
San Diego, CA 92110
Phone: (619) 222-7000
Email: internsadmissions@amity.org

Sincerely yours,

Signature of James W. Price, Executive Director
Amity Institute

For Host School:



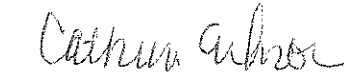
Signature

2/26/19

Date

Jennifer Larva Principal

Name & Title



Catherine Erickson, CPD
03/04/19
Date 2

Amity Intern Invitation Addendum to Letter of Agreement

2019-20 Academic Year



School Name: Lowell Elementary-Nueva Visión Spanish Immersion

School Address: 2000 Rice Lake Road Duluth, MN 55811

Intern Name	Language	Assignment Dates <small>Full dates are required (ex: 8/20/19-6/12/20)</small>
Eva Manso Jimenez	Spanish	8/24/19-6/13/20

IMPORTANT INFORMATION ON DATES:

- * The dates you provide on this Addendum immediately go on all Intern documents and visa documents, and it is not always possible to change dates later on, so please:
 - be sure of the dates
 - be sure to put the same start and end date for all of your Interns on each Addendum you submit (unless there is an exception with an Intern and this has already been approved by Amity) – when creating Intern visa documents, we don't compare with previous Addendums sent in: we refer to each Addendum as it comes in, so it is your responsibility to ensure that dates are consistent among Interns

- * Arrival date: When you inform the Intern of which day you'd like them to arrive, keep in mind that they may arrive up to 30 days prior to their Program Start Date, but they are **NOT** permitted to arrive after their Program Start Date, which is the date you put on this Addendum - so do not give them an arrival date after their Program Start Date.

- * Departure date: In order to successfully complete their internship, Interns are not permitted to leave prior to their Program End Date, so please do not give your Interns an earlier end date that what you've put on this Addendum; if an Intern inquires about leaving early, have them contact their Amity Program Counselor.

Intern Coordinator:

Crystal Goldman

Date: 2/26/19

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Aimee Bissonette, 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 3-27-19 and shall remain in effect until 3-30-19, 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) + 2 large grp presentations based on her books; 2 presentations = on writing process*

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 \$ 600.00. 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. NIA

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: Amy Worden, 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) 6820 Humboldt Av. S., Richfield, MN 55423.

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.

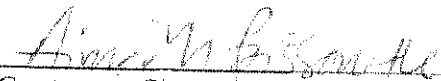
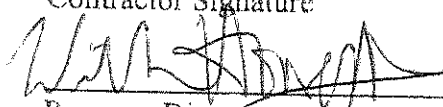
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

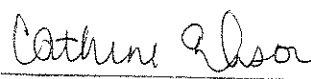
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

		3/27/19
Contractor Signature	SSN/Tax ID Number	Date
		3/27/19
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	203	540	313	333	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

	3-27-19
CFO/Superintendent of Schools/Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of February, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Center City Housing Corp., 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 February 27, 2019 and shall remain in effect until February 27, 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.** *Dance team performance at Denfeld High School for their Black History Month assembly*
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 \$ 700.00. 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.

*@ \$350.00/
PERFORMANCE*

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: WILLIAM HOWES, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) CENTER CITY HOUSING 105 1/2 W. 1ST ST DULUTH, MN 55802

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.

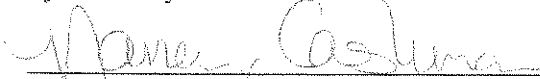


17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

	36-3485584	2/26/19
Contractor Signature	SSN/Tax ID Number	Date
		2/26/19
Program Director		Date
		2/26/19

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	605	005	313	311	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

	3/11/19
CFO/Superintendent of Schools/Board Chair	Date



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **February 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Creation Station Child Care** (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.
2. The AGENCY shall perform these services at: **2101 Trinity Rd, 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 **\$1500.00.**
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

ISD 709 Duluth Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By _____

Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

[Signature]
~~CFO Executive Director of Business Services~~ *Supt*

3/11/19
Date

Special Services Department

215 N 1st Ave E

Duluth, MN 55802

By *Jackie R. Ward*

Director

3/7/19
Date



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

THIS AGREEMENT, made and entered into this 14 day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Concordia Community Arts Playcare, 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 5, 2019 and shall remain in effect until May 22, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in I _____'s 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:

The AGENCY shall provide the following services: Preschool programming for 6.5 hours (390 minutes) Monday/Wednesday and 6 hours (360 minutes) on Friday.

The AGENCY shall perform these services at: 2501 Woodland Avenue Duluth, MN 55803.

The approximate date the service will begin is, January 5, 2019 and shall not extend beyond May 22, 2019; the contract not to exceed a total of 4 Months (3 Days per Week - M/W 8:30-3:30 and F 8:30-3:00). (\$430.00 per month). *January has already been paid in the previous contract.*

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.

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 \$ **1720.00**. 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: **Jason Crane**, 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) **Concordia Community Arts Playcare.**

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:

UNIVERSITY OF MINNESOTA

FIFTH AMENDMENT TO USE AND SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO USE AND SERVICES AGREEMENT (the "**Amendment**") is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**").

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017 and a Fourth Amendment dated March 26, 2018 (the "**Agreement**"), providing for Licensee's use of the Robert F. Pierce Speech-Language-Hearing Clinic (the "**Clinic**") on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee's clients; and

WHEREAS, University and Licensee desire to amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2019 and ending June 30, 2020, and University consents to such renewal.
3. University shall have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee's clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee's request to renew.
4. The License Fee for the annual renewal beginning July 1, 2019 will be \$127.63 per month and the Calibration Fee will be \$291.67 per month. The Fee for Secretarial Services \$541.20 per month. All other fees remain unchanged.
5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled breaks.
6. Licensee's use of the Clinic and services provided by University is subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy.

7. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By:

By:

Catherine Erickson

Name: Leslie Krueger
Title: AVP of Planning, Space, and Real Estate
Date:

Name: Catherine Erickson
Title: CFO

Date:

03/13/19

01-400-005-000-000-137001

**No Cost Contracts Signed
March 2019**

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

Name	Contract Source	Description
Jeremy Davis	American Indian Education	Addendum to original contract to expand school sites from two to all
North Shore Estates	Career Technical Education	Nursing Assistant program
Craig Menozzi	Denfeld	Addendum to expense contract to revise the effective dates
Americorps – Reading Corps	Laura MacArthur	
Americorps - Math Corps	Laura MacArthur	
Nystrom and Associates, LLC	Lincoln Park	MOU
Bemidji State University	Superintendent	Student training experience/internship for non-allied health programs
City of Duluth	Superintendent	COPS Grant agreement
Greg Follmer Commercial Real Estate	Superintendent	Addendum to extend contract until 2020
University of Minnesota Duluth (UMD)	Superintendent	Institutional and program affiliation agreement for student clinical experiences

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 13th day of March, 2019

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Jeremy Davis

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Jeremy Davis (the "Parties") entered into the contract (the "Contract") dated October 9, 2018, for the purpose of Hand Drumming and other cultural activities and teachings at Piedmont Elementary School and Lincoln Park Middle School.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

Amendments

- A. The Contract is amended as follows:
 1. Performance. The original locations listed were Piedmont Elementary School and Lincoln Park Middle School. This amendment would extend the performances to all Duluth Public Schools, district-wide.

No Other Change

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

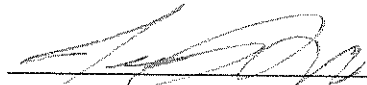
Miscellaneous Terms

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

Governing Law

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

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




Contractor Signature

3-13-19
Date

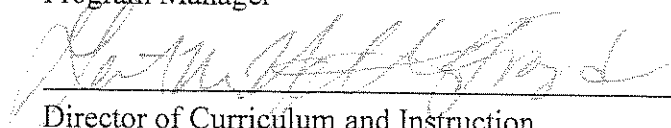
Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

01	605005	320	340	130500
XX	XXX	XXX	XXX	XXXXXX




Program Manager

3-13-19
Date



Director of Curriculum and Instruction

3-14-19
Date



CFO/Superintendent

03/13/19
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of February 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and North Shore Estates, an independent Facility, hereinafter called Facility.

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

The terms and conditions of this Agreement are as follows:

1. DATES OF SERVICE

This Agreement shall be deemed to be effective as of April 10, 2019, and shall remain in effect until June 7, 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. WITNESSETH THAT:

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

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

3. DISTRICT RESPONSIBILITIES

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

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

4. FACILITY RESPONSIBILITIES

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

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

5. MUTUAL RESPONSIBILITIES

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

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

- ii. Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.
- iii. If Facility receives a cancellation notice from the carrier affording coverage herein, Facility agrees to notify the District within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the District.
- iv. Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The District is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the District, not to students.

6. STUDENT REQUIREMENTS

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

7. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the Facility will be available to District faculty and students. District faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the District.
- b. Any District faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the District faculty member or student who receives the treatment and not the responsibility of the Facility or the District.

- c. The Facility shall follow, for District faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. District faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their District and to the Facility. Before returning to the Facility, such a District faculty member or student must submit proof of recovery to the District or Facility, if requested.

8. LIABILITY

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

9. TERM OF AGREEMENT

This Agreement is effective on the later of April 10, 2019, or when fully executed, and shall remain in effect until June 7, 2019. This Agreement may be terminated by either party at any time upon 60 days written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

10. FINANCIAL CONSIDERATION

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

11. AMENDMENTS

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

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

12. STATE AUDIT

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

13. DATA PRIVACY

The requirements of Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute apply to this contract. The Facility and District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the District in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the District.

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

14. OTHER PROVISIONS

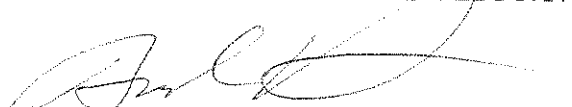
a. Notices.

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


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

INDEPENDENT SCHOOL DISTRICT NO. 709

FACILITY The North Shore Estates

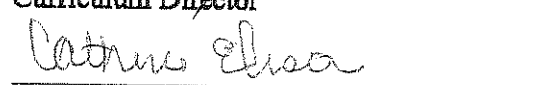


Program Director

Facility Signature 

 38-19

Curriculum Director



CFO/Executive Director of Business Services

Taxpayer ID Number 812 619 707

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 24th day of January, 2019

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Craig Menozzi

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Craig Menozzi (the “Parties”) entered into the contract (the “Contract”) dated September 5, for the purpose of:
 - a. Review previous Denfeld SWOT analysis from 2017.
 - b. Spend time at Denfeld High School prior to the formal assessment being visible; and
 - c. interacting with students and staff during the school day.
 - d. Do a comprehensive assessment for Denfeld High School.
 - e. Gather data through informal conversations and formal focus groups.
 - f. Analyze the findings.
 - g. Submit a final report including recommendations.
 - h. Denfeld team, with recommendations from Craig, will then develop an action plan for implementation.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.

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

Amendments

1. The Contract is amended as follows:
 - a. Dates of Services. Original effective dates of the Contract were September 5, 2018 through June 30, 2020. This amendment would change the effective date of the contract to August 22, 2018.

No Other Change

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


Miscellaneous Terms

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

Governing Law

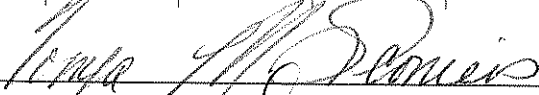
- 4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard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


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


 Contractor Signature 3/5/19
 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):

01	211	215	317	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX


 Program Manager (Tonya Sconiers, Denfeld) 1/24/19 : 2/24/19
 Date


 CFO/Superintendent 3/11/19
 Date



K-3 Reading Corps Site Agreement: 2019-20

The purpose of this agreement is to establish the basic parameters of the service site's participation in Reading Corps for the 2019-20 program year.

Reasonable accommodations provided upon request. This document is available in alternative formats.

- We recommend that you read this thoroughly and give a copy to your Internal Coach.
- We must have an electronically signed copy of the certification page on file before a tutor can be offered a position at your site. Please submit by March 20, 2019. You must complete the electronic version in its entirety to certify that you've read the agreement.
- By the first day of school, the site must designate a staff person(s) to become an Internal Coach and be registered for Institute.
- The award made to your school through this Site Agreement is pending federal and state funding decisions, which are typically received between May-June. The number of tutors awarded may decrease or increase depending on the outcomes of these funding decisions.

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Introductory Information

AmeriCorps Overview

Reading Corps is an AmeriCorps program. AmeriCorps is often called the “domestic Peace Corps.” It is a national service program that engages people in a service commitment, ranging from 5 months to one year, to service in meeting needs in their local communities. Since the program’s founding in 1994, more than one million AmeriCorps members have contributed more than 1.4 billion hours of service across America. For more information, visit www.americorps.gov.

Reading Corps Overview

Reading Corps is a proven initiative to help every child become a successful reader by the end of 3rd grade. Reading Corps effectively blends the people power of AmeriCorps with the science of how children learn to read. Reading Corps is now reaching nearly 40,000 students.

Program Partners

ServeMinnesota	State Commission on AmeriCorps programs partners in working to ensure Reading Corps has the necessary funding to operate and the model is being implemented with fidelity
Reading & Math, Inc.	The fiscal host or agent for the Reading Corps program
ServeMinnesota and Reading & Math, Inc.	Provides training, technical assistance, and program evaluation to states in implementation and replication of the Reading Corps model; ServeMinnesota is the owner of the Reading Corps proprietary material. (Title to Proprietary Materials developed with the assistance of federal grant funding may also be governed by federal regulation at 2 C.F.R. § 200.315)

Roles in Reading Corps

Reading Corps member or tutor	Makes a commitment to serve for one year as an AmeriCorps member, serving as a literacy tutor in the Reading Corps program to provide literacy support to students.
Internal Coach	Trained by Reading Corps to provide on-site literacy support and oversight to the Reading Corps tutor. The Internal Coach is a school employee, not a Reading Corps tutor.
Master Coach	Literacy content expert who supports the Internal Coach in providing literacy support and guidance. Master Coach has a contract through Reading Corps.
Reading Corps program staff	Provide management and oversight to the Reading Corps program, including tutor management, site management, and compliance with AmeriCorps regulations.

Responsibility of the Service Site: **School Expectations**

I. ROLE

A school partnering with Reading Corps is referred to as a site. This is the location where a Reading Corps tutor is placed and performs his or her daily service.

II. WHO PLAYS THE PART

School administration (principal) and other staff

III. RESPONSIBILITIES

A. Commitment to the Reading Corps model

The site will commit to adhering to the Reading Corps model, as described below, to ensure the Reading Corps model is implemented with a high degree of fidelity at the site. Materials are intended for use by Reading Corps tutors and Internal Coaches, in their prescribed fashion only, unless otherwise approved by Reading & Math, Inc. and ServeMinnesota.

1. Have a mechanism in place to identify K-3 students who do not receive supplemental reading services (including special education or Title I) but are in need of additional support to meet state reading standards.
2. Follow the Reading Corps Eligibility Scores Table to determine which students are eligible for Reading Corps services. Reading Corps uses criterion reference target scores at each grade level to determine which students are eligible for tutoring.
3. Support the implementation of Reading Corps's research-based literacy interventions:

1. Letter/Sound Correspondence	6. Newscaster Reading
2. Phoneme Blending	7. Duet Reading
3. Phoneme Segmenting	8. Pencil Tap
4. Word Blending	9. Stop/Go
5. Repeated Reading w/ Comprehension Strategy Practice	10. Great Leaps *

** Note: Reading Corps provides the Great Leaps intervention and binder, and these materials remain the property of the program. Reading Corps asks that the site be responsible for maintaining and housing them in such a fashion that they can be re-used annually.*

4. Ensure that students receiving Reading Corps services are provided targeted literacy interventions for 20 minutes each day, five days a week* (100 minutes weekly). Students should not be served by Reading Corps during teacher-led core reading or math instruction.
* *Exceptions will be made for schools that are only open four days per week.*
5. Support Reading Corps benchmarking (also known as screening data collection) during the fall, winter, and spring benchmark periods for current participants and participants from previous years. Fall benchmarking should happen as early as possible within the window in order for selection of students and for tutoring to commence quickly. Oversee weekly progress monitoring for participating students to guide tutoring interventions. Reading

Corps tutors are responsible for recording this data into the online data management system used by Reading Corps.

6. Coordinate tutoring interventions with the Internal Coach and/or teachers based on the needs of each individual student.
7. Ensure that Reading Corps tutors consistently serve a full caseload of students daily: Full-Time (FT) tutor: active caseload of 15-18 students; Part-Time (PT) tutor: active caseload of 10-15 students; Reduced Part-Time (RPT) tutor: active caseload of 8-15 students.
8. Adhere to the exit criteria guidelines set by Reading Corps that establish when a student is ready to be exited from Reading Corps services.
9. Provide demographic data & state-assigned student ID number for students receiving Reading Corps services. Support the Reading Corps programs in following federal (i.e., FERPA) and state regulations for data security and sharing.
10. Support activities and strategies that promote family involvement and increase the reading rich environment of the site, including the implementation of the Read at Home (RAH!)* family literacy intervention. In collaboration with the Reading Corps tutor, communicate with the parents of students who are receiving Reading Corps services.

Sites with a Kindergarten-Focus (K-Focus) Tutor: Enable Kindergarten-Focused Tutor to conduct five- day Repeated Read Aloud and targeted skill practice with assigned kindergarten students every school day. Each assigned kindergarten student will have two 20-minute tutoring sessions every day; a small group session and a pair tutoring session.

** Note: Reading Corps provides RAH! materials annually, but asks that the site be responsible for inventorying and housing extra materials from one program year to the next.*

B. AmeriCorps service environment

Reading Corps values the diversity of our staff, members, site partners, and students we serve. We value both the visible and invisible diversity present within our program. Reading & Math, Inc. believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a site with Reading Corps you are committing to join our program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences.

Inclusive Environment: Provide the tutor with a safe and welcoming service environment. Treat tutors as part of the staff team, including inviting them to participate in staff activities and workshops, and in staff communication (e.g. adding to a staff email list). Tutors should be given a tour of the school and be personally introduced at a staff meeting or in a similar setting. Educate all staff about the purpose of the tutor position, and provide relevant updates to staff regarding Reading Corps in the building. The site is responsible for recovering site property that may be issued to tutor for use during the service term.

Commitment to Service: As an Organizational Value, we are committed to each other and the people we serve. As an AmeriCorps Program, our Members are committed to and contributing to positive change every day. To further support the Mission and Values of Reading & Math, Inc., we encourage and expect our Members to participate in national days

of service, such as Martin Luther King Jr Day and September 11th. We appreciate the support of our partnering schools / sites in this expectation.

Accessible Service Location: The service site must be accessible to people with disabilities.

Reasonable Accommodations: The service site will work with staff if a Reading Corps tutor requests reasonable accommodations in order to complete the essential functions of the position description.

Non-displacement: Per AmeriCorps regulations, members may not engage in service that displaces, even partially, an employee or position, or infringes on the promotional opportunity of an employed individual. Members may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee. Reading Corps tutors are not to be counted in the teacher-student ratio. Examples of inappropriate indirect service may include subbing in a classroom, lunch duty, playground supervision, answering phones, running errands, taking the place of a stipend/paid position coaching sports or clubs, etc. Reference: 45 CFR §1216

Workspace and tutoring space: Provide tutors reasonable workspace to prepare for tutoring sessions and a locked drawer to store confidential student data. Provide reasonable and quiet space for tutors to work with individual students during the day.

Computer and Internet access: Provide the tutor access to a regularly updated computer with Internet access for Reading Corps related purposes (e.g., completing time sheets, entering student data, checking e-mail). The computer used by the tutor must have a modern web browser (Chrome, Firefox, or Safari) installed in either the browser's current or next-most-recent version, and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Reading Corps related tasks and reviewing online Reading Corps support and training materials (e.g., viewing training videos posted to Vimeo). Issue an accessible e-mail address if common e-mail providers are blocked at the site.

AmeriCorps signage: Post an AmeriCorps sign provided by Reading & Math, Inc. in a visible location, preferably in the front office, to identify the school as an AmeriCorps site.

School name badge (optional): Provide the tutor with a school name badge, if required according to the personnel policies of the service site. A Reading Corps name badge will be provided by Reading & Math, Inc.

C. Staff support

1. **Administrative support:** The principal or executive director should be an advocate for the Reading Corps program in their building and ensure the staff is supportive of the program and the tutor(s). The administrator, in cooperation with Reading & Math, Inc. program staff, will aid the Internal Coach in overseeing tutor performance management.
2. **Internal Coach:** By the first day of the school, the site must designate a staff person(s) to become an Internal Coach and allow sufficient time for them to fulfill Reading Corps responsibilities (6-9 hours per tutor per month, plus training). Internal Coaches provide

literacy support and oversight of tutor(s); they may not be AmeriCorps members themselves. It is recommended that the Internal Coach **not** be a classroom teacher to allow for sufficient time for tutor observations.

If the designated Internal Coach is not able to complete the program year (e.g., takes a leave of absence from their position at the site), the site is required to designate or hire someone to serve as the Internal Coach for the remainder of the program year and may be responsible for paying Reading & Math, Inc. for all of its training costs for the new coach.

Review Internal Coach Responsibilities section for complete information about Internal Coach responsibilities and expectations.

D. Tutor Recruitment & Selection

The site will support tutor recruitment in its community, with the goal of filling all awarded tutor positions by **June 30, 2019**. **Tutor recruitment will continue until all positions are filled.** Reading & Math, Inc reserves the right to 1) re-allocate those positions to another site or 2) place tutors at the site without the site's involvement.

Reading & Math, Inc will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

1. **Tutor Selection Process:** Reading & Math, Inc. program staff responsibilities include interviewing, extending an offer, and conducting background checks as part of the tutor selection process. The site will not extend an official offer to any applicant nor otherwise veer from the selection process. Reading & Math, Inc. reserves the right to make the final decision regarding the selection of tutors and to enforce a fair and equitable process.
2. **Background Checks*:** Tutor service is contingent upon successful completion of a three-part federally mandated background check. More information is in *the Reading & Math, Inc. Staff Responsibilities* section of this agreement. So as not to delay student service, tutors may need to be accompanied while their FBI fingerprint check is pending. An individual is accompanied when they are in the physical presence of a person cleared for access to vulnerable populations. The site is responsible for verifying and documenting accompaniment during this period.

**The aforementioned is applicable to Reading Corps Fellows placed at Sites as well. Should additional checks be requested (background, TB or otherwise) it will be at the expense of the Site.*

3. **Replacing Tutors:** In most cases, the site may not replace a tutor who exits the program early. However, sites are allowed to replace a tutor who terminates service before completing 15% of the term, provided there is a Reading & Math, Inc. -approved individual training plan for the new tutor.

Sites may not replace a tutor in the following instances: 1) the exited tutor is eligible for a pro-rated education award or has completed more than 15% of the term, 2) other

Reading Corps sites have not filled allotted tutor slots, or 3) the tutor has been removed from the site by Reading & Math, Inc. The site may not refill the same slot more than once.

E. Tutor Retention

The site may not hire its tutor (or a tutor currently serving at another site) as a staff person during his or her term of service if it will prevent the tutor from fulfilling his or her service responsibilities. Sites are encouraged to ask job applicants if they are currently serving as a Reading Corps tutor. Every reasonable effort should be made to support a tutor in the completion of their Reading Corps commitment. However, hiring a tutor as an employee is allowable if a tutor is moving from welfare to work.

F. In-Kind Contribution Reporting

Sites will complete In-Kind Contribution Report(s). In-kind is a contribution made in the form of goods or services. The school's non-monetary contribution is necessary in order for Reading & Math, Inc. to operate and includes the value of items such as the following: 1) space, 2) office furniture, 3) phone/Internet, 4) computer, 5) photocopies, 6) internal coach's time dedicated to supporting Reading Corps.

Responsibility of the Service Site: **Internal Coach Responsibilities**

I. ROLE

The Internal Coach is designated by the principal and will be trained by Reading Corps to provide literacy support and oversight to the Reading Corps tutors. Internal Coaches will uphold the Reading Corps model and act as a liaison between teachers and tutors or program staff.

II. WHO PLAYS THE PART

School psychologists, RTI Specialists, reading teachers, literacy specialists, or instructional coaches are excellent candidates for Internal Coaches. Classroom teachers and administrators are typically not good candidates for Internal Coaches because it is difficult to find time to conduct observations during the school day. Reading Corps tutors may not be Internal Coaches.

An Internal Coach should:

- Be knowledgeable about the use of curriculum-based measurement
- Be knowledgeable about scripted reading interventions (Standard Treatment Protocol)
- Have time available to dedicate to the program, including attending required training and conducting coaching sessions
- Be knowledgeable in reading instruction

Background Check Requirement:

To comply with a regulation of our federal funder, Reading & Math, Inc. must conduct a National Service Criminal History Check, which includes an FBI fingerprint check, on Internal Coaches.

III. RESPONSIBILITIES & TIME COMMITMENT

Internal Coaches dedicate approximately 6-9 hours **per tutor** per month to Reading Corps, with more Internal Coaching time at the beginning of term of service and with first year tutors.

Additionally:

New Internal Coaches are required to attend 4 days of training total; this includes 3 days at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held during August) and 1 day of training in the fall.

New K-Focus Internal Coaches also have an additional 4 hour webinar in the fall.

Returning Internal Coaches* are required to attend 2 days of training total; this includes one day at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held during August) and 1 day of training in the fall.

*Returning Internal Coaches that have completed 2 years of Reading Corps Institute may have the option to test out of the 2019 Institute.

Required training + coaching for **1 tutor** = approx 0.1 FTE

Required training + coaching for **2 tutors** = approx 0.15 FTE

Required training + coaching for **3 tutors** = approx 0.2 FTE

1. **On-site orientation:** Provide an on-site orientation for the Reading Corps tutor. This will include a tour of the building, explanation of site policies (including dress code and child confidentiality), site expectations for the Reading Corps tutor, etc.
2. **Tutor Time Sheet Approval:** Approve tutor time sheets by the deadline. If a tutor's time sheet is not approved by the deadline for the pay period, the tutor's living allowance payment will be delayed.
3. **Tutor development:** Provide support to allow the tutor to develop professionally throughout the year, including inviting the tutor to participate in professional development opportunities at the site and/or district.
4. **Intervention Integrity Checks:** Complete an intervention integrity checklist twice-monthly (more often for pilots) for each intervention observed, provide feedback to the tutor, and enter intervention integrity check data into RCDMS [or] submit completed form(s) to Master Coach.
5. **Assessment fidelity checks:** Complete an Observing and Rating Administrator Accuracy (ORAA) three times a year during the benchmark periods. This must be completed until the administration by tutor is reliable and standardized, 95% accuracy. Enter assessment fidelity check data into RCDMS [or] submit completed form(s) to Master Coach
6. **Setting a schedule:** Develop a daily schedule with the tutor that includes:
 - a. Adequate time to complete hours of service per day:
 - Full-Time (FT) tutor serves 35 hours/week
 - Part-Time (PT) tutor serves 25 hours/week
 - Reduced Part-Time (RPT) tutor serves 18 hours/weekat the site for the school year
7. An active caseload of students at any given time (15-18 students for Full-Time tutors and 10-12 students for Part-Time tutors and 8-15 students for Reduced Part-Time), with tutoring sessions occurring each day for 20 minute sessions.
 - a. Intentional literacy activities - the hours served by tutors, when they cannot be directly tutoring, should be intentional, literacy-forwarding activities that supplement their tutoring.
 - b. Sufficient time to complete data entry and respond to email (using a computer at the school); sufficient time to meet with the Internal Coach and prepare for tutoring sessions.
8. **Selecting passages:** Select and give tutors access to numbered and grade-level passages to use during tutoring sessions (e.g., Read Naturally, Easy CBM, Reading A to Z). Passages may not contain pictures. The progress monitoring and benchmarking passages should not be used during intervention time.
9. **Student and Intervention Management:** Work collaboratively with the tutor to select and exit students, and to determine appropriate reading interventions.
10. **Data Management:**

- a. Ensure that student data required by the Reading Corps model, and disclosed pursuant to the site's participation in Reading Corps as set forth in this agreement, is protected and records maintained in accordance with the data protection policies of the service site and the *Data and Evaluation* section of this agreement.
 - b. Verify the tutor has input the following information in the Reading Corps data management system:
 - i. Each student listed on the weekly schedule has an individual graph
 - ii. Data is up-to-date
 - iii. Interventions lines are added, as needed
 - c. Review and discuss progress monitoring graphs monthly utilizing the data decision making guidelines:
 - i. Ensure tutor is accurately entering student data into the Reading Corps data management system
 - ii. Determine which interventions should be changed for students not making sufficient progress
 - iii. Determine which students have met their goals and can be exited from service
 - d. Ensure accurate demographic information has been entered for each student.
11. **Consultation with Master Coach:** A Master Coach will meet with the Internal Coach and tutor(s) to conduct fidelity and integrity checks and review student progress. The frequency of Master Coach visits ranges from three times per year to once a month, depending on the site and Internal Coach's experience with Reading Corps. Additionally, Master Coaches, Internal Coaches, and tutors engage in monthly discussions and review of student data/progress.
12. **Tutor Performance Management:** Foster a growth-oriented learning environment for the tutor and support tutor professional development throughout the service term. Work closely with program staff and principal/administrator to address performance issues, if they arise. Tutors are expected to adhere to Reading Corps policies as well as site policies and procedures regarding issues such as confidentiality, safety, dress code, attendance, site behavior norms, etc. The site does not have the authority to dismiss a tutor, but should work in collaboration with Reading Corps program staff in enacting the Reading Corps disciplinary procedure. Notify program staff immediately of any performance concerns and document all observations timely and objectively.
13. **Administrative Duties**
- a. Complete a semi-annual program survey
 - b. Participate in up to two site visits with program staff
 - c. Complete a tutor performance evaluation two times per year
 - d. Establish and maintain a sign-in/sign-out procedure on site for the Reading Corps tutor
 - e. Submit in-kind time sheets to record time contributed towards Reading Corps by requested deadlines.
14. **Special Site Visits:** Participate in special site visits to highlight and demonstrate the effectiveness of the Reading Corps program. These site visits may include representatives from the media, legislature, corporations, and other parties involved in

funding. Participation in special site visits may require time beyond the normal 6-9 hours per tutor per month allotted for Internal Coaches.

15. **Pilots:** Pilots may occur throughout the program year. Pilots enable Reading Corps to explore innovative strategies to better serve students to improve literacy outcomes. Internal Coaches will be consulted as to the interest, capacity, and fit of the site. If a partnering site agrees to participate in a pilot, time estimates for additional or modified responsibilities will be provided. Pilots will be confirmed with an addendum to the Site Agreement.
16. **Training: New Internal Coaches** are required to attend 4 days of training total; this includes 3 days at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held in August) and 1 day of training in the fall.
New K-Focus Internal Coaches also have an additional 4 hour webinar in the fall.
Returning Internal Coaches* are required to attend 2 days of training total; this includes one day at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held during August) and 1 day of training in the fall.

*Returning Internal Coaches that have completed 2 years of Reading Corps Institute may have the option to test out of the 2019 Institute. Note: The time to attend training is in addition to the 6-9 hours per tutor per month calculation.

If circumstances make it impossible for an Internal Coach to attend Reading Corps Institute or required training sessions on the dates scheduled, they must attend a make-up training session. Reading & Math, Inc. reserves the right to assess a fee to the site due to the costs incurred to the program by offering make-up session(s). The costs associated with Internal Coaches attending training are outlined in the table below.

Training Cost	Payment Responsibility of Site	Payment Responsibility of Reading & Math, Inc.
Training Fee for Regularly Scheduled Training Sessions		X
Training Fee for Make-up Training Session	X <i>(costs may vary from \$150-\$700 depending on the training)</i>	
Internal Coach Compensation	X	
Transportation (mileage, etc.)	X	
Event Parking/Hotel Parking	X	
Hotel	X	
Overnight Meals	X	
Training Materials		X
Lunch for full-day trainings		X

Responsibility of Reading & Math, Inc. (Reading Corps):
Master Coach Responsibilities

I. ROLE

The Master Coach provides direct coaching support to the Internal Coach and Reading Corps tutors, supporting implementation and ensuring fidelity to the model. Master Coaches will observe tutors conducting benchmark assessments and implementing interventions, review student performance using individual student graphs, and facilitate communication with Internal Coaches regarding program implementation.

II. WHO PLAYS THE PART

Master Coaches are contracted consultants for Reading Corps who have education and experience in literacy interventions and assessments.

III. RESPONSIBILITIES

A. Training

Participate and/or provide training to tutors and Internal Coaches at Reading Corps Institute the week of August 12, 2019, at additional training sessions, and throughout the program year.

B. Support of Reading Corps Implementation

1. **Benchmark Preparations:** Communicate with the Internal Coach and Reading Corps tutor(s) in preparation for fall, winter, and spring benchmarking.
2. **Assessment Fidelity Checks:** Perform fidelity checks with the Internal Coach as the tutor administers the benchmark assessments to ensure reliability and to verify that data are being recorded completely and entered in a timely manner for each student.
3. **Alignment of Tutoring:** Facilitate ongoing communication with the Internal Coach about the alignment of Reading Corps tutoring with the core literacy program and individual student needs.
4. **Selection of Eligible Students:** Provide consultation, as needed, to the site regarding identification and prioritization of students who will participate in the program. This selection may occur in the spring prior to the current school year (via current tutors and/or spring benchmark data) or in the fall after benchmarking.
5. **Assessment Data:** Support the Internal Coach in supervising the collection of benchmark and progress monitoring assessment data. Ensure the progress monitoring and tutor log data are recorded weekly into the Reading Corps data management system.
6. **Assessment Interpretation and Feedback:** Participate in assessment feedback sessions at the site. Frequency of site visits range from three times per year to once a month, depending on the Internal Coach's and site's experience with Reading Corps. Each session will last approximately one hour per tutor, depending on individual needs. The assessment data and/or individual student progress will be reviewed and tutors equipped to adjust the interventions used, if needed. Additionally, Master Coaches,

Internal Coaches, and tutors engage in monthly discussions and review of student data/progress.

7. **Review of Student Graphs:** Review all student graphs in the Reading Corps data management system with the Internal Coach.

C. Communication

The Master Coach will communicate openly with all parties.

1. **Supervisory Support:** Support the Internal Coach in providing direction to the tutor regarding literacy-related issues (e.g., intervention implementation, student assessment, data entry).
2. **Literacy Questions:** Answer literacy-related inquiries from the Internal Coach. If a tutor has a literacy-related question, it should be directed to his or her Internal Coach. If the Internal Coach is unable to answer the question, the Internal Coach should consult with the Master Coach and relay the information back to the tutor.
3. **Updates:** Provide program updates to the Internal Coach, program staff, and Master Coach Coordinator as needed.

Responsibility of Reading & Math, Inc. (Reading Corps):
Reading & Math, Inc. Program Staff Responsibilities

I. ROLE

Reading & Math, Inc. program staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Reading Corps program, including tutor management and site management, and compliance with state and federal AmeriCorps regulations.

II. WHO PLAYS THE PART

A Reading & Math, Inc. staff member, Program Manager or Recruiter, collaborating with or consigning to other departments in the organization as appropriate.

III. RESPONSIBILITIES

A. Tutor Recruitment

A Reading & Math, Inc. program staff will coordinate recruitment efforts and provide additional guidance and support to sites in facilitating their own recruitment efforts.

B. Tutor Selection Process

The Reading & Math, Inc. program staff will have primary responsibility in interviewing, selecting, and placing Reading Corps tutors during the spring/summer of 2019.

1. **Interviewing and selection:** Reading & Math, Inc. program staff will screen all applications. They will conduct a phone interview of all eligible applicants. Program staff has the responsibility and authority to extend an offer for a position to an applicant. Reading & Math, Inc. reserves the right to make final selection decisions.
2. **Background Checks*:** Tutor service is contingent upon successful completion of a three-part federally mandated background check (FBI, statewide repository, and sex offender registry checks). Reading & Math, Inc. will conduct and pay for these checks. Program staff will notify sites if the applicant does not clear the background screening. Background check results cannot be shared with sites without written permission from the applicant.

**The aforementioned is applicable to Fellows placed at Sites as well. Should additional checks be requested (background, TB or otherwise) it will be at the expense of the Site.*

Reading & Math, Inc. will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

C. Tutor Management

1. **Tutor and Internal Coach training:** The Reading & Math, Inc. program staff is responsible for coordinating the logistics and scheduling the tutor and Internal Coach trainings that occur throughout the year.

2. **Reading Corps Data Management System Account:** The Reading & Math, Inc. program staff will provide information to the system administrator to set-up each user's account prior to their attendance at training in the Reading Corps data management system. Reading & Math, Inc. pays for the cost of the Reading Corps data management system.
3. **Site Visits:** Reading & Math, Inc. program staff will conduct site visit(s) during the year with each tutor, Internal Coach, and principal. Site visits may occur in person or via phone or internet. Program staff have discretion on the method of the site visit.
4. **Monitoring Program Requirements:** Reading & Math, Inc. program staff will track and monitor each tutor's progress in completing program requirements and provide timely updates to the Internal Coach to ensure tutors will complete required service hours by the end of their term of service.
5. **Tutor Personnel File:** Reading & Math, Inc. is responsible for completing and maintaining a personnel file for each tutor, which includes all required documents (e.g., time sheets, disciplinary action, performance evaluations, etc.)
6. **Tutor Benefits:** Reading & Math, Inc. and AmeriCorps are responsible for administering and overseeing the tutor benefits (as applicable), including: living allowance, education award, health insurance, federal student loan forbearance, and child care reimbursement.
7. **Conflict resolution:** Reading & Math, Inc. program staff will work together with the Internal Coach and tutor to resolve issues, as warranted. The Reading & Math, Inc. program staff, not the service site, has the authority to terminate a Reading Corps tutor's term of service. Reading & Math, Inc. maintains a formal grievance procedure.

D. Collect In-Kind Contributions

Reading & Math, Inc. program staff will monitor and approve in-kind reports submitted by the Internal Coach and administration.

Data and Evaluation

For questions related to Reading & Math, Inc. data collection, evaluation, and research,
please contact:

David Parker, Vice President of Research and Development
david@serveminnesota.org or 612-746-1394

A. Data Privacy, Security, and Protection

1. RMI partners with ServeMinnesota, an AmeriCorps commission, to conduct studies for improving instruction and thus performs an institutional service and function for which the site would otherwise use employees. Data provided by DISTRICT/SITE to ServeMinnesota and RMI are provided for the sole purpose of furthering educational outcomes for students served by the Reading Corps Program.
2. The service site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Reading Corps program¹ will collect and record additional protected data as they implement the Reading Corps model. RMI requires that the service site take all necessary steps to protect student data as required by law.
3. RMI implements a unique approach to strengthening student reading capacity through the Reading Corps model. The Reading Corps model is designed to improve individual student reading skills using, among other components, student data to be responsive to specific student needs. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data² supplied by DISTRICT/SITE to ServeMinnesota and Reading & Math, Inc (RMI).

B. Reading Corps Data Collection

Reading Corps tutors and/or coaches collect the following data throughout the school year: 1) student assessment data, 2) tutor log data, and 3) fidelity data.

1. Student Assessment Data

Curriculum based measures (CBM) are assessments educators use to determine how students are progressing in relation to the instruction being given and the interventions that are being implemented.

- The CBM measures Reading Corps uses are from FastBridge Learning.
- The CBM measures are quick (1-3 minute) assessments tutors will use for benchmarking (three times per year) and progress monitoring (weekly) of Reading Corps students.
- Reading Corps provides tutors and coaches with access to the FastBridge Learning probes that are licensed for use within the Reading Corps program. Use of FastBridge Learning materials provided by Reading Corps are limited to use only within the Reading Corps program by its tutors, trainers, coaches; materials are not be copied or reproduced in any way and shall be used solely for the purpose of the Reading Corps program.

¹ Hereinafter referred to as "Tutors and Coaches"

² Personally identifiable data in this instance refers to any data defined as private information under federal and state law, and any non-private information that, when used in combination, may reveal private information on individuals.

- Reading Corps tutors are responsible for administering the assessments; Internal Coaches are responsible for observing the tutor for assessment reliability.
- Reading Corps tutors are responsible for entering benchmarking and progress monitoring data into the Reading Corps data management system.

- a. **Benchmark Data:** Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by Reading & Math, Inc. Students tested include those currently receiving Reading Corps services, those who have exited from Reading Corps services, and those who have received services in previous years. Table 1 lists the assessments that are administered at each benchmark collection period.

Table 1: Benchmark Assessments

	Fall Benchmark	Winter Benchmark	Spring Benchmark
	Aug 12 – Sept 20, 2019	Jan 6 – Jan 24, 2020	April 27 – May 15, 2020
K	<ul style="list-style-type: none"> • Test of Letter Names • Test of Letter Sounds 	<ul style="list-style-type: none"> • Test of Letter Names • Test of Letter Sounds • Test of Nonsense Words (English) 	<ul style="list-style-type: none"> • Test of Letter Names • Test of Letter Sounds • Test of Nonsense Words (English)
1	<ul style="list-style-type: none"> • Test of Letter Sounds • Test of Nonsense Words (English) 	<ul style="list-style-type: none"> • Test of Nonsense Words (English) • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages)
2	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages)
3	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages)

- b. **Progress Monitoring Data:** Reading Corps tutors conduct 1-minute progress monitoring assessments with students they are serving using a different grade-level progress monitoring probe each week (see Table 2). The tutor administers the 1-minute assessment within each student's 20-minute Reading Corps tutoring session one time per week. Progress monitoring allows tutors and Internal Coaches to chart student progress, gauge effectiveness of current interventions, and determine when students are ready to be exited from Reading Corps services. Each student's progress monitoring graph is reviewed monthly by a collaborative team of tutors and coaches.

Table 2: Progress Monitoring Assessments

K	<ul style="list-style-type: none"> • Test of Letter Sounds
1	<ul style="list-style-type: none"> • Test of Nonsense Words (Eng) (September – mid-March) • CBM-Reading (January – May)
2	<ul style="list-style-type: none"> • CBM-Reading
3	<ul style="list-style-type: none"> • CBM-Reading

2. Tutor Log Data

Reading Corps tutors will maintain a tutor log to document the number of minutes and the number of sessions each student receives of Reading Corps services each week.

Reading Corps tutors will be responsible for entering this data into the Reading Corps data management system weekly.

3. Fidelity Data

Internal and Master Coaches will be responsible for using the Observing & Rating Administrator Accuracy (ORAA) checklist to observe tutors administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal and Master Coaches will also be responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity.

C. Student Demographic Information

The school will provide the tutor with accurate demographic information for each student receiving services through Reading Corps. The required information includes: state-assigned student ID number and/or district-assigned student ID number, first name, last name, gender, race/ethnic background, primary language, ELL (English Language Learner) status. The following information is optional: Special Education status, date of birth.

D. Reading Corps Data Management System

Tutors log assessment data, student demographic data, and intervention details in the Reading Corps data management system. This is a secure and reliable web-based application with industry standard access control. Participating students can be identified by their state-assigned student ID number and/or district-assigned student ID number, demographic characteristics, and first and last name. The Internal Coach, Master Coach, program staff, and designated program evaluators will have access to student data for their assigned sites; unauthorized users do not have access to any student level information. External program evaluators will only receive de-identified student data. The data entered into the system is maintained by ServeMinnesota.

Tutors will require adequate time to enter student data into the Reading Corps data management system during school hours, as they are not allowed to remove data from the site (with exception of some required Reading Corps training sessions where participants learn how to use their data). Schools should also provide a locked location for tutors to store student data in paper/pencil form. Tutors receive data confidentiality training during Reading Corps Institute.

E. Reporting Outcomes & Research Activities

ServeMinnesota and its Reading Corps affiliates are required to routinely report outcomes to stakeholders, including federal, state, and private funders. ServeMinnesota and its Reading Corps affiliates also engage in research and development designed to advance understanding of the Reading Corps model as well as literacy development and instruction in general. Such activities do NOT disclose identifiable student information in any reports, publications, or presentations

Research Requests: Reading and Math, Inc. and ServeMinnesota has have a formal research request process that can be used by parties interested in collaborating to answer empirical questions via access to program data. Program data includes demographic as well as service and performance data. Data privacy and confidentiality must be maintained by any researcher

provided access to Reading Corps data. Detailed information regarding the process and procedures to be followed by researchers are outlined in the research request forms. To access research request forms, please contact David Parker, Vice President of Research and Development, at david@serveminnesota.org.

Federal Policies:

Prohibited Activities for AmeriCorps Members

Note: It is advisable that the Internal Coach keep the following list of prohibitions in mind when reviewing Reading Corps member time sheets.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (Corporation), staff and members may not engage in the following activities:

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- (8) Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
- (9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Such other activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo or Reading Corps logo while doing so.

[Reference: 45 CFR §2520.65]

Fundraising

The AmeriCorps member must abide by the regulations governing fundraising activities during the term of service.

[References: 45 CFR §2520.40 and 45 CFR §2520.45]

Not all examples listed in the regulations may be applicable.

Federal Policies:

Non-duplication and Non-displacement Policy

- **Nonduplication.** The Corporation for National and Community Service (Corporation) assistance, which is the funding that supports Reading Corps, may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of the 'nondisplacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
[Reference: 45 CFR §2540.100(e)]

- **Nondisplacement.**
 1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
 2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - Will supplant the hiring of employed workers; or
 - Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any:
 - Presently employed worker;
 - Employee who recently resigned or was discharged;
 - Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - Employee on leave (terminal, temporary, vacation, emergency, or sick); or
 - Employee who is on strike or who is being locked out.

[Reference: 45 CFR §2540.100(f)]

Federal Policies:
Non-discrimination Policy

Reading Corps will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc. 2400 Park Ave Minneapolis, MN 55404 (612) 206-3030
or

Office of Civil Rights and Inclusiveness, Corporation for National and Community Service
250 E Street, SW
Washington, D.C. 20525
(202) 606-7503 (voice); (800) 833-3722 (TTY); eo@cns.gov (e-mail)

Reading Corps makes every effort to ensure that its placement agencies have similar non-discrimination policies. Tutors with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their immediate supervisor, superior, and/or Reading Corps program staff. If the placement agency is found to be engaging in such activities, removal of current tutor(s) and denial of future tutors at that agency may result.

Discrimination on the part of fellow Reading Corps tutors also will not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the program. Reading Corps will not tolerate harassment of any kind. Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches, abusive or degrading language, graphic or suggestive comments, or displaying inappropriate objects or pictures. Any tutor who believes that they have been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Reading Corps program staff. Any tutor who is found to have engaged in harassment will be subject to appropriate discipline, up to and including expulsion from Reading Corps.

Note to service sites: In any case of discrimination related to a Reading Corps tutor, the service site must contact the Reading Corps program staff before taking action.

CERTIFICATION & SUBMISSION

If accepted into the Reading Corps and or Math Corps Program, our school agrees to:

(All items are required in order to partner with Reading Corps and Math Corps.)

Recruit a pool of highly-qualified applicants to fill EACH awarded Member position.

Support the recruitment and selection process of Reading Corps and Math Corps Members for my school in the spring (and into summer if necessary).

Support Reading and Math, Inc. (Reading Corps and Math Corps) in our commitment to equipping all staff and Members with the tools and resources necessary to cultivate an environment of inclusion and respect and celebrates all backgrounds and experiences

Collaborate with Reading and Math, Inc. (Reading Corps and Math Corps) to ensure a supportive environment for all Members, prioritizing personal and professional growth and Member wellness when managing Member performance

Report in-kind contribution amounts for Internal Coach time, materials and space contributed to the implementation of Reading Corps and Math Corps.

Ensure that the Internal Coach(es) attend Institute in August. If our Internal Coach does not attend August Institute (or the subsequent training sessions), our Member(s) may be moved to another school and we would lose Reading Corps and or Math Corps.

Ensure the Internal Coach(es) attend ongoing training throughout the year.

Allocate 6-9 hours per Member per month for the Internal Coaches(es) to fulfill the responsibilities to the Program(s).

Ensure all requested student data are provided to Reading Corps and or Math Corps in a timely manner, and that all students served by Reading Corps and or Math Corps complete assessments administered by the Member(s).

Provide information about Reading Corps and or Math Corps to all school staff, especially classroom teachers, prior to the start of the school year.

The school will be responsible for providing the tutor with accurate demographic information for each student receiving services through Reading Corps. The required information includes: state-assigned student ID, first name, last name, gender, race/ethnic background, primary language, ELL (English Language Learner) status.

Follow the Program model with fidelity.

Agree to abide by: Federal Policies: Prohibited Activities for AmeriCorps Members - [References: 45 CFR §2520.40 and 45 CFR §2520.45]

Agree to abide by: Federal Policies: NONDISPLACEMENT OF EMPLOYED WORKERS AND NONIMPAIRMENT OF CONTRACTS FOR SERVICE for AmeriCorps Members - [References: 45 CFR §1216]

Our Data Privacy, Security, and Protection Policy

- RMI partners with ServeMinnesota, an AmeriCorps commission, to conduct studies for improving instruction and thus performs an institutional service and function for which the site would otherwise use employees. Data

provided by DISTRICT/SITE to ServeMinnesota and RMI are provided for the sole purpose of furthering educational outcomes for students served by the Reading Corps Program.

- The service site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Reading Corps program¹ will collect and record additional protected data as they implement the Reading Corps model. RMI requires that the service site take all necessary steps to protect student data as required by law.
- RMI implements a unique approach to strengthening student reading capacity through the Reading Corps model. The Reading Corps model is designed to improve individual student reading skills using, among other components, student data to be responsive to specific student needs. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data² supplied by DISTRICT/SITE to ServeMinnesota and Reading and Math, Inc (RMI).

1. Hereinafter referred to as "Tutors and Coaches"

2. Personally identifiable data in this instance refers to any data defined as private information under federal and state law, and any non-private information that, when used in combination, may reveal private information on individuals.

Certification

This Site Agreement serves as an agreement between the service site and Reading Corps for the 2019-20 program year. The terms of this agreement will end on July 31, 2020. Amendments to this Agreement shall be done in writing. Failure to adhere to policies or to fulfill responsibilities outlined in this Agreement will become part of the selection criteria in the re-application process for the 2020-21 program year or could lead to the site forfeiting its awarded tutors for the 2019-20 program year.

By signing this Agreement, I certify that I have read, understand, and agree to all terms and conditions of this Agreement.

James Erickson

Principal Name and Site Name

Principal signature

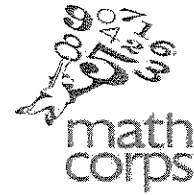
Date

Catherine Erickson
Catherine A. Erickson, CFO

3-13-19
Date

Site Agreement: 2019-20

Math Corps



The purpose of this agreement is to establish the basic parameters of the service site's participation in Math Corps for the 2019-20 program year.

Reasonable accommodations provided upon request. This document is available in alternative formats.

- We recommend that you read this thoroughly and give a copy to your Internal Coach.
- We must have an electronically signed copy of the certification page on file before a tutor can be offered a position at your site. Please submit by March 20, 2019. You must complete the electronic version in its entirety to certify that you've read the agreement.
- By the first day of school, the site must designate a staff person(s) to become an Internal Coach and be registered for Institute.
- The award made to your school through this Site Agreement is pending federal and state funding decisions, which are typically received between May-June. The number of tutors awarded may decrease or increase depending on the outcomes of these funding decisions.

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Introductory Information

AmeriCorps Overview

Math Corps is an AmeriCorps program. AmeriCorps is often called the “domestic Peace Corps.” It is a national service program that engages people in a service commitment, ranging from 5 months to one year, to service in meeting needs in their local communities. Since 1993, nearly one million AmeriCorps members have contributed more than 1 billion hours of service across America. For more information, visit www.americorps.gov.

Math Corps Overview

Math Corps is a proven initiative to help every child become proficient in algebra by the end of eighth grade. AmeriCorps members provide targeted tutoring interventions to 4th - 8th grade students who are not proficient in math.

Program Partners

ServeMinnesota	State Commission on AmeriCorps programs in working to ensure Math Corps has the necessary funding to operate and the model is being implemented with fidelity
Reading & Math, Inc.	The fiscal host or agent for the Math Corps program.
ServeMinnesota and Reading & Math, Inc.	Provides training, technical assistance, and program evaluation to states in implementation and replication of the Math Corps model; ServeMinnesota is the owner of the Math Corps proprietary material. (Title to Proprietary Materials developed with the assistance of federal grant funding may also be governed by federal regulation at 2 C.F.R. § 200.315)

Roles in Math Corps

Math Corps member or tutor	Makes a commitment to serve for one year as an AmeriCorps member, serving as a Math Enrichment Tutor in the Math Corps program to help students develop their mathematics skills.
Internal Coach	Trained by Math Corps to provide on-site math support and oversight to the Math Corps tutor. The Internal Coach is a school employee, not a Math Corps tutor.
Master Coach	Math content expert who supports the Internal Coach in providing mathematic support and guidance. Master Coach has a contract through Reading & Math, Inc.
Math Corps staff	Provide management and oversight to the Math Corps program, including tutor management, site management, and compliance to AmeriCorps regulations.

Responsibility of the Service Site: **School Expectations**

I. ROLE

A school partnering with Reading & Math, Inc. is referred to as a site. This is the location where a Math Corps tutor is placed and performs his or her daily service.

II. WHO PLAYS THE PART

School administration (principal) and other staff

III. RESPONSIBILITIES

A. Commitment to the Math Corps model

The site will commit to adhering to the Math Corps model, as described below, to ensure the Math Corps model is implemented with a high degree of fidelity at the site. Materials are intended for use by Math Corps tutors and Internal Coaches, in their prescribed fashion only, unless otherwise approved by Reading & Math, Inc. and ServeMinnesota.

1. Have a mechanism in place to identify students who do not receive supplemental math services (including Special Education and Title I) but are in need of Tier II support to meet state math standards. Students that are not proficient on the state accountability assessment are eligible for Math Corps interventions.
2. Support the implementation of the Math Corps research-based intervention strategies that focus on numbers and operations through conceptual understanding, math computation, and problem-solving. This includes following the grade-level lesson sequences and administering assessments as prescribed by the Math Corps model.

Conceptual understanding: Conceptual understanding consists of basic comprehension of mathematical concepts such as concepts, operations, and relations in order to improve conceptual understanding. Math Corps will use intervention practices that are built on the Concrete-Representational-Abstract (CRA) approach. Concrete – Work through problems using a hands-on approach with manipulatives, Representational – Translate 3-dimensional to 2-dimensional with paper and pencil, Abstract – Understand math in symbolic form.

Math Computation: Math computation skills consist of accurate, proficient execution math operations and procedures. Math Corps begins intervention for math computation by ensuring students can accurately perform the computational skill they are learning. This includes modeling. Once students can accurately perform computational skills, Math Corps focuses intervention on helping students perform the skills proficiently, shifting focus from modeling to practice.

Word Problem-Solving: Word problem solving is the most complex skill to master because it requires students to use simultaneously several cognitively-demanding skills,

such as reading, screening relevant and irrelevant information, determining the operation to be used, and executing the problem. In order to improve word problem solving, Math Corps will use interventions that help students use strategies for systematically solving various problem types. This includes explicit instruction and guided practice, and also includes adult modeling of the strategy to help students learn ways to identify key problem components and use that information to determine what information needs to be calculated.

3. Ensure that students participating in Math Corps are provided targeted math intervention tutoring for a minimum of 90 minutes each week (preference is for tutoring sessions to be three days per week). Students are not to be pulled from core reading or math instruction.

Tutoring sessions are to be conducted with **pairs of students**. In rare cases, the Master Coach may approve a tutor to conduct tutoring sessions one-on-one.

4. Support the use of STAR Math (Renaissance Learning) for progress monitoring (accounts are provided to tutors by Reading & Math, Inc.). Students participating in Math Corps will be administered STAR Math on a monthly basis. In addition, support regular monitoring to guide tutoring interventions. Math Corps tutors are responsible for recording this data into the data management systems used by Math Corps.
5. Ensure tutors serve a full caseload of students at any given time (minimum 24 students for Full-Time tutors, minimum 12 students for Part-Time tutors). The deadline to have an established caseload and schedule is September 16th, 2019.*

*NOTE: Position Types for Tutors include:

Full-Time (FT) - 7 hours of service per day at Site

Part-Time (PT) - 5 hours of service per day at Site

Reduced Part-Time (RPT) – 3.5-6 hours of service per day at Site

6. Adhere to the student selection and exit criteria guidelines for students receiving Math Corps services. Selection and exit criteria are provided to Internal Coaches and tutors during the Math Corps Institute.
7. Provide state-issued student ID numbers, demographic, and assessment data for all students receiving Math Corps services.
8. Ensure that during times when tutors are not able to provide direct tutoring service they are engaged in intentional math activities that supplement the core of their service (e.g., data integrity and input, intentional math activities with students).

B. Site Fee

1. Site agrees to pay the site fee in full by January 31, 2020. The site fee helps pay for the curriculum, training, and master coaching of the tutors placed at the site. The fee for each Full-Time (FT) tutor is \$1800, and for each Part-Time (PT) Reduced Part-Time (RPT) tutor (including Service Year Tutors) \$1000.

2. *Sites that request and are awarded Service Year Tutor positions (Non-AmeriCorps tutors) may be required to pay Service Year Tutor Site Fee to obtain those services in 2019-20.*

C. AmeriCorps service environment

Reading & Math, Inc. values the diversity of our staff, members, site partners, and students we serve. We value both the visible and invisible diversity present within our program. Reading & Math, Inc. believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a site with Reading & Math, Inc. you are committing to join our program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by Reading & Math, Inc. or its partners that is not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement, and any further relationship between the Reading & Math, Inc. and the site named in this agreement could be terminated.

Inclusive Environment: Provide the tutor with a safe and welcoming service environment. Treat tutors as part of the staff team, including inviting them to participate in staff activities and workshops, and in staff communication (e.g. adding to a staff email list). Tutors should be given a tour of the school and be personally introduced at a staff meeting or in a similar setting. Educate all staff about the purpose of the tutor position, and provide relevant updates to staff regarding Math Corps in the building. The site is responsible for recovering site property that may be issued to tutor for use during the service term.

Commitment to Service: As an Organizational Value, we are committed to each other and the people we serve. As an AmeriCorps Program, our Members are committed to and contributing to positive change every day. To further support the Mission and Values of Reading & Math, Inc., we encourage and expect our Members to participate in national days of service, such as Martin Luther King Jr Day and September 11th. We appreciate the support of our partnering schools / sites in this expectation.

Accessible Service Location: The service site must be accessible to people with disabilities.

Reasonable Accommodations: The service site will work with Reading & Math, Inc. program staff if a Math Corps tutor requests reasonable accommodations in order to complete the essential functions of the position description.

Non-displacement: Per AmeriCorps regulations, members may not engage in service that displaces, even partially, an employee or position, or infringes on the promotional opportunity of an employed individual. Members may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee. Math Corps tutors are not to be counted in the teacher-student ratio. Examples of inappropriate indirect service may include subbing in a classroom, lunch duty, playground supervision, answering phones, running errands, taking the place of a stipend/paid position coaching sports or clubs, etc. Reference: 45 CFR §1216

Workspace and tutoring space: Provide tutors reasonable workspace to prepare for tutoring sessions and a locked drawer to store confidential student data. Provide reasonable and quiet space for tutors to work with individual students during the day.

Computer and Internet access: Provide the tutor access to a regularly updated computer with Internet access for Math Corps related purposes (e.g., completing time sheets, entering student data, checking e-mail). The computer used by the tutor must have a modern web browser (Chrome, Firefox, or Safari) installed in either the browser's current or next-most-recent version, and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Math Corps related tasks and reviewing online Math Corps support and training materials (e.g., viewing training videos posted to Vimeo). Issue an accessible e-mail address if common e-mail providers are blocked at the site.

AmeriCorps signage: Post an AmeriCorps sign provided by Reading & Math, Inc. in a visible location, preferably in the front office, to identify the school as an AmeriCorps site.

School name badge (optional): Provide the tutor with a school name badge, if required according to the personnel policies of the service site. A Math Corps name badge will be provided by Reading & Math, Inc.

D. Staff support

1. **Administrative support:** The principal or executive director should be an advocate for the Math Corps program in their building and ensure staff is supportive of the program and the tutor(s). The administrator, in cooperation with Reading & Math, Inc. program staff, will aid the Internal Coach in overseeing tutor performance management.
2. **Internal Coach:** *By the first day of the school, the site must designate a staff person(s) to become an Internal Coach* and allow sufficient time for them to fulfill Math Corps responsibilities (6-9 hours per tutor per month, plus training). Internal Coaches provide math support and oversight of tutor(s); they may not be an AmeriCorps member themselves. It is recommended that the Internal Coach **not** be a classroom teacher to allow for sufficient time for tutor observations.

If the designated Internal Coach is not able to complete the program year (e.g, take a leave of absence from their position at the site), the site is required to designate or hire someone to serve as the Internal Coach for the remainder of the program year and may be responsible for paying Reading & Math, Inc. for all of its training costs for the new coach.

E. Tutor Recruitment & Selection

The site will support tutor recruitment in its community, with the goal of filling all awarded tutor positions by **June 30, 2019**. Reading & Math, Inc. reserves the right to 1) re-allocate those positions to another site or 2) place tutors at the site without the site's involvement.

Reading & Math, Inc. will not discriminate for or against any AmeriCorps service member or applicant based on the basis of race, color, creed, religion, national origin, sex, marital status,

status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

Reading & Math, Inc. continues to make improvements to strengthen the recruitment and selection process. Each site will work with an assigned recruiter, who will ensure a smooth placement process for tutors at each site. Once Site Agreements are signed, your recruiter will reach out to you to schedule a meeting to discuss logistics of the placement process including promoting your tutor positions and conducting interviews.

1. **Interviewing and selection:** Reading & Math, Inc. Recruiters will conduct in-depth phone screens and a more comprehensive final interview. The Math Corps service site may elect to participate in the final interview with the Recruiter; however, if the site is unable to participate due to scheduling, our experienced Reading & Math, Inc. Recruiter will be more than capable of completing the process independently. Reading & Math, Inc. is confident this process will provide a streamlined, candidate-centered, and timely process in selecting and placing tutors that are not only qualified but who are committed and motivated to serve at a Math Corps site.
2. **Extending an Offer:** Reading & Math, Inc. retains the authority to make final decisions about extending offers to candidates. The Reading & Math, Inc. Recruiter will offer the position to the applicant. The site will not extend an offer for a position to any applicant nor otherwise veer from the selection process. Reading & Math, Inc. reserves the right to make the final decision regarding the selection of tutors and to enforce a fair and equitable process.
3. **Background Checks*:** Tutor service is contingent upon successful completion of a three-part federally mandated background check. More information is in *the Reading & Math, Inc. Staff Responsibilities* section of this agreement. So as not to delay student service, tutors may need to be accompanied while their FBI fingerprint check is pending. An individual is accompanied when they are in the physical presence of a person cleared for access to vulnerable populations. The site is responsible for verifying and documenting accompaniment during this period.

**The aforementioned is applicable to Math Corps Fellows placed at Sites as well. Should additional checks be requested (background, TB or otherwise) it will be at the expense of the Site.*

4. **Replacing Tutors:** In most cases, the site may not replace a tutor who exits the program early. However, sites are allowed to replace a tutor who terminates service before completing 15% of the term, provided there is a Reading & Math, Inc.-approved individual training plan for the new tutor.

Sites may not replace a tutor in the following instances: 1) the exited tutor is eligible for a pro-rated education award or has completed more than 15% of the term, 2) other Math Corps sites have not filled allotted tutor slots, or 3) the tutor has been removed from the site.

F. Tutor Retention

The site may not hire its tutor (or a tutor currently serving at another site) as a staff person during his or her term of service if it will prevent the tutor from fulfilling his or her service responsibilities. Sites are encouraged to ask job applicants if they are currently serving as a Math Corps tutor. Every reasonable effort should be made to support a tutor in the completion of their Math Corps commitment. However, hiring a tutor as an employee is allowable if a tutor is moving from welfare to work.

G. In-Kind Contribution Reporting

Sites will complete an In-Kind Contribution Report once a year. The site's non-monetary contribution is required for Math Corps to operate and includes the value of the following items: 1) space, 2) office furniture, 3) phone/Internet, 4) computer values. Internal Coaches will complete Monthly In-Kind Contribution Reports documenting the coach's time dedicated to supporting Math Corps.

Responsibility of the Service Site: **Internal Coach Responsibilities**

I. ROLE

The Internal Coach is designated by the principal and will be trained by Reading & Math, Inc. to provide Math Corps support and oversight to the Math Corps tutors. Internal Coaches will uphold the Math Corps model and act as a liaison between teachers and tutors or Reading & Math, Inc. staff.

II. WHO PLAYS THE PART

School psychologists, RtI Specialists, math teachers, or math specialists are excellent candidates for Internal Coaches. Classroom teachers and administrators are typically not good candidates for Internal Coaches because it is difficult to find time to conduct observations during the school day.

An Internal Coach should:

- Be knowledgeable about the use of curriculum-based measurement
- Be knowledgeable about scripted math interventions (Standard Treatment Protocol)
- Have time available to dedicate to the program, including attending required training and coaching sessions
- Be knowledgeable in math instruction

We recommend that principals be thoughtful about incorporating this responsibility into a staff person's position. Challenges occur when a principal assigns this responsibility to a staff person who already has many other responsibilities.

Background Check Requirement:

To comply with a regulation of our federal funder, Reading & Math, Inc. must conduct a National Service Criminal History Check, which includes an FBI fingerprint check, on Internal Coaches.

III. RESPONSIBILITIES & TIME COMMITMENT

Internal Coaches dedicate approximately 6-9 hours **per tutor** per month to Math Corps, with more Internal Coaching time at the beginning of term of service and with first year tutors. Additionally:

New Internal Coaches are required to attend 2 days of training total: 16 hours of Math Corps-sponsored training (pre-service typically held during August). This includes Institute training the week of August 12, 2019.

Returning Internal Coaches* are required to attend 1 day of training: total 8 hours of Math Corps-sponsored training (pre-service typically held during August). This includes Institute training the week of August 12, 2019.

***Returning Internal Coaches** that have completed 2 years of Math Corps Institute may have the option to test out of the 2019 Institute.

Required training + coaching for **1 tutor** = approx 0.1 FTE

Required training + coaching for **2 tutors** = approx 0.15 FTE

Required training + coaching for **3 tutors** = approx 0.2 FTE

Tutor Support

Internal Coaches should plan to dedicate approximately 6 – 9 hours per month to support each tutor. This time, described in more detail below, will be spent observing the tutor, setting student schedules, selecting interventions, consulting, and coaching.

1. **On-site orientation:** Provide an on-site orientation for the Math Corps tutor. This will include a tour of the building, explanation of site policies (including dress code and child confidentiality), site expectations for the Math Corps tutor, etc.
2. **Tutor Time Sheet Approval:** Approve tutor time sheets by the deadline. If a tutor's time sheet is not approved by the deadline for the pay period, the tutor's living allowance payment will be delayed.
3. **Tutor development:** Provide support to allow the tutor to develop professionally throughout the year, including inviting the tutor to participate in professional development opportunities at the site and in the community.
4. **Intervention and Assessment Fidelity Checks:** Conduct fidelity checks, monitor tutor logs, and ensure accurate reporting of student data. Observe the interventions by tutors with students, determine the fidelity of the delivery of these interventions, and provide feedback to tutors based on these observations. Approximately one coaching session (fidelity observation) per month with follow up as needed. This must be completed until the administration by tutor is reliable.
5. **Setting a schedule** Develop a daily schedule with the tutor that includes:
 - a. Adequate time to complete hours of service per day:
 - Full-Time (FT) tutor serves 35 hours/week
 - Part-Time (PT) tutor serves 25 hours/week
 - Reduced Part-Time (RPT) tutor serves 18 hours/week at the site for the school year
6. A full caseload of students at any given time (minimum of 24 students for Full-Time (FT) tutors / 12 students for Part-Time (PT) and Reduced Part-Time (RPT) tutors, with students receiving a minimum of 90 minutes of tutoring each week.
 - a. Intentional math activities - the hours served by tutors, when they cannot be directly tutoring, should be intentional, math activities that supplement their tutoring.
 - b. Sufficient time to complete data entry and respond to email (using a computer at the school); sufficient time to meet with the Internal Coach and

prepare for tutoring sessions.

7. **Student and Intervention Management:** Work collaboratively with the tutor to select and exit students. Work with grade level teams and/or administrative staff to determine which students will be selected to receive Math Corps services. Students eligible for Math Corps did not meet proficiency on their state accountability assessment.
8. **Data Management:**
 - a. Ensure that student data required by the Math Corps model, and disclosed pursuant to the site's participation in Math Corps as set forth in this agreement, is protected and records maintained in accordance with the data protection policies of the service site and the *Data and Evaluation* section of this agreement.
 - b. Verify the tutor inputs data in the Math Corps data management systems (MCDMS - Math Corps Data Management System and STAR Math)
 - c. Review and discuss STAR Math Data after each data collection (see Internal Coach calendar and Program Manual for additional details)
 - i. Ensure tutor is accurately entering student data
 - ii. Ensure STAR administration occurs with fidelity, and during the prescribed assessment and benchmark windows:
 1. Fall: Aug. 12- Sept 20th
 2. Winter: January 6 - January 24th
 3. Spring: April 27th-May 29th
 - iii. Help tutors ensure intervention delivery is adequate for all students not making sufficient progress
 - d. Determine which students have met their goals and can be exited from service.
 - e. Ensure accurate demographic information (state-issued student ID numbers, date of birth, gender, ethnicity, primary language, ELL status, free and reduced lunch status, and Special Education status) is collected on each student receiving services through Math Corps.
9. **Tutor Performance Management:** Ensure a supportive environment for all tutors, prioritizing personal and professional growth and tutor wellness when managing performance. Notify program staff immediately of any performance concerns and document all observations timely and objectively. Work closely with program staff and principal/administrator to address performance issues, if they arise. Tutors are expected to adhere to Reading & Math, Inc. policies as well as site policies and procedures regarding confidentiality, safety, dress code, attendance, site behavior norms, etc. The site does not have the authority to dismiss a tutor, but should work in collaboration with Reading & Math, Inc. program staff in enacting the Math Corps performance management procedure, if necessary.
10. **Consultation with Master Coach:** Master Coaches meet with the Internal Coach and tutors to conduct fidelity and integrity checks and review student progress. The frequency of Master Coach visits ranges from three to five times per year, depending on the site.

11. **Administrative Duties**

- a. Complete a semi-annual program survey
- b. Participate in up to two site visits with program staff
- c. Complete a tutor performance evaluation two times per year
- d. Establish and maintain a sign-in/sign-out procedure on site for the Math Corps tutor
- e. Submit In-Kind reports to record time contributed towards Math Corps by requested deadlines.

12. **Special Site Visits:** Participate in special site visits to highlight and demonstrate the effectiveness of the Math Corps program. These site visits may include representatives from the media, legislature, corporations, and other parties involved in funding. Participation in special site visits may require time beyond the normal 6-9 hours per tutor per month allotted for Internal Coaches.

13. **Pilots:** Pilots may occur throughout the program year. Pilots enable Reading & Math, Inc. to explore innovative strategies to better serve students to improve student outcomes. Internal Coaches will be consulted as to the interest, capacity, and fit of the site. If an Internal Coach agrees to participate in a pilot, time estimates will be provided. Pilots will be confirmed with an addendum to the Site Agreement.

14. **Training:** Internal Coaches are required to attend approximately 16 hours of training (New Internal Coaches) or 8 hours (Returning Internal Coaches) throughout the year. Note: The time to attend training is in addition to the 6-9 hours per tutor per month calculation.

- a. **Math Corps Institute:** Internal Coaches are required to attend Math Corps Institute the week of August 12, 2019. New Internal Coaches are required to attend two days (16 hrs) of training August and Returning Internal Coaches* are required to attend 1 day (8 hrs) of training in August.

**Returning Internal Coaches that have completed 2 years of Math Corps Institute may have the option to test out of the 2019 Institute*

If circumstances make it impossible for an Internal Coach to attend Math Corps Institute on the dates scheduled, they must attend a make-up training session. Reading & Math, Inc. reserves the right to assess a fee to the site due to the costs incurred to the program by offering make-up session(s).

- b. **Training Costs**

The costs associated with Internal Coaches attending training are outlined in the table below.

Training Cost	Payment Responsibility of Site	Payment Responsibility of Reading & Math, Inc.
Training Fee for Regularly Scheduled Training Sessions		X
Training Fee for Make-up Training Session	X <i>(costs may vary from \$150-\$700 depending on the training)</i>	
Internal Coach Compensation	X	
Transportation (mileage, etc.)	X	
Event Parking / Hotel Parking	X	
Hotel	X	
Overnight Meals	X	
Training Materials		X
Lunch for full-day trainings		X

Responsibility of Reading & Math, Inc.:
Master Coach Responsibilities

I. ROLE

The Master Coach provides direct coaching support to the Internal Coach and Math Corps tutors, supporting implementation and ensuring fidelity to the model. Master Coaches will observe tutors conducting assessments and implementing interventions, review student performance using individual student graphs, and facilitate communication with Internal Coaches regarding program implementation.

II. WHO PLAYS THE PART

Master Coaches are contracted consultants for Reading & Math, Inc. who have education and experience in math interventions and assessments.

III. RESPONSIBILITIES

A. Training

Participate and/or provide training to tutors and Internal Coaches at Math Corps Institute the week of August 12, 2019, at additional training sessions and throughout the program year.

B. Support of Math Corps Implementation

1. **Fidelity Checks:** Perform fidelity checks with the Internal Coach as the tutor administers the assessments and interventions to ensure reliability and to verify that data are being recorded completely and entered in a timely manner for each student.
2. **Alignment of Tutoring:** Facilitate ongoing communication with the Internal Coach about the alignment of Math Corps tutoring with individual student needs.
3. **Selection of Eligible Students:** Provide consultation, as needed, to the site regarding identification and prioritization of students who will participate in the program.
4. **Assessment Data:** Support the Internal Coach in supervising the collection of progress monitoring assessment data. Ensure the data is recorded weekly in data management system.
5. **Assessment Interpretation and Feedback:** Participate in assessment feedback sessions at the site. Frequency of site visits range depending on the Internal Coach and site's experience with Math Corps. The assessment data and/or individual student progress will be reviewed and tutors equipped to adjust the interventions used, if needed. Additionally, Master Coaches, Internal Coaches, and tutors engage in monthly discussions and review of student data/progress.

C. Communication

The Master Coach will communicate openly with all parties.

1. **Supervisory Support:** Support the Internal Coach in providing direction to the tutor regarding math-related issues (e.g., intervention implementation, student assessment, data entry).
2. **Math Questions:** Answer math related inquiries from the Internal Coach. If a tutor has a math related question, it should be directed to his or her Internal Coach. If the Internal Coach is unable to answer the question, the Internal Coach should consult with the Master Coach and relay the information back to the tutor.
3. **Updates:** Provide program updates to the Internal Coach, program staff, and Master Coach Coordinator as needed.

Responsibility of Reading & Math, Inc.:
Reading & Math, Inc. Program Staff Responsibilities

I. ROLE

Reading & Math, Inc. staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Math Corps program, including tutor management and site management, and compliance with state and federal AmeriCorps regulations.

II. WHO PLAYS THE PART

A Reading & Math, Inc. staff member, Program Manager or Recruiter, collaborating with or consigning to other departments in the organization as appropriate.

III. RESPONSIBILITIES

A. Tutor Recruitment

Reading & Math, Inc. program staff will coordinate recruitment efforts and provide additional guidance and support to sites in facilitating their own recruitment efforts.

B. Tutor Selection Process

The Reading & Math, Inc. Recruiter will have primary responsibility in interviewing, selecting, and placing Math Corps tutors during the spring/summer of 2019.

1. **Interviewing and selection:** The Reading & Math, Inc. Recruiter will conduct in-depth phone screens and facilitate the final interview. The Math Corps service site will have the option to participate in the final interview. The Recruiter has the responsibility and authority to extend an offer for a position to an applicant. Reading & Math, Inc. reserves the right to make final selection decisions.
2. **Background Checks*:** Tutor service is contingent upon successful completion of a three-part federally mandated background check (FBI, statewide repository, and sex offender registry checks). Reading & Math, Inc. will conduct and pay for these checks. Reading & Math, Inc. program staff will notify sites if the applicant does not clear the background screening. Background check results cannot be shared with sites without written permission from the applicant.

**The aforementioned is applicable to Fellows placed at Sites as well. Should additional checks be requested (background, TB or otherwise) it will be at the expense of the Site.*

Reading & Math, Inc. will not discriminate for or against any AmeriCorps service member or applicant based on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

C. Tutor Management

1. **Tutor and Internal Coach training:** The Reading & Math, Inc. Program Manager is responsible for coordinating the logistics and scheduling the tutor and Internal Coach trainings that occur throughout the year.
2. **Renaissance Learning (STAR Math) Account:** Reading & Math, Inc. will provide information to the Renaissance Learning administrator to set-up each user's account. Reading & Math, Inc. pays for the cost of Renaissance Learning.

If the site wishes to use a Renaissance Learning account other than Math Corps (district/school account), the site must:

- i. Inform Reading & Math, Inc. prior to the start of the school year
 - ii. Allow for all administrations of STAR given to Math Corps students to occur in the school/district account, and these administrations should fall within the prescribed schedule
 - iii. Provide Reading & Math, Inc. with access to STAR data for all students that receive Math Corps services throughout the year if not using the Reading & Math, Inc. provided Renaissance Learning account
3. **Math Corps Data Management System Account:** The Math Corps program staff will provide information to the system administrator to set-up each user's account prior to their attendance at training in the Math Corps data management system. Reading and Math Inc pays for the cost of the Math Corps data management system.
 4. **Site Visits:** Program Managers will conduct site visit(s) during the year with each tutor, Internal Coach, and principal. Site visits may occur in person or via phone or internet. Program Managers have discretion on the method of the site visit.
 5. **Monitoring Program Requirements:** Program Managers will track and monitor each tutor's progress in completing program requirements and provide timely updates to the Internal Coach to ensure tutors will complete required service hours by the end of their term of service.
 6. **Tutor Personnel File:** Reading & Math, Inc. is responsible for completing and maintaining a personnel file for each tutor, which includes all required documents (employment eligibility I-9, time sheets, disciplinary action, performance evaluations, etc.)
 7. **Tutor Benefits:** Reading & Math, Inc. is responsible for administering and overseeing the tutor benefits (as applicable), including: living allowance, education award, health insurance, federal student loan forbearance, and child care reimbursement.
 8. **Conflict resolution:** Reading & Math, Inc. Program Managers will work together with the Internal Coach in resolving tutor issues. The Reading & Math, Inc. staff, not the service site, have the authority to terminate a Math Corps tutor's service.

D. Collect In-Kind Contributions

Program staff will monitor and approve in-kind reports submitted by the Internal Coach and administration.

Data and Evaluation

For questions related to Reading & Math, Inc. data collection, evaluation and research,
please contact:

David Parker, Vice President of Research and Development
david@serveminnesota.org or 612-746-1394

A. Data Privacy, Security, and Protection

1. RMI partners with ServeMinnesota, an AmeriCorps commission, to conduct studies for improving instruction and thus performs an institutional service and function for which the site would otherwise use employees. Data provided by DISTRICT/SITE to ServeMinnesota and RMI are provided for the sole purpose of furthering educational outcomes for students served by the Math Corps Program.
2. The service site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Math Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Math Corps program^[1] will collect and record additional protected data as they implement the Math Corps model. RMI requires that the service site take all necessary steps to protect student data as required by law.
3. RMI implements a unique approach to strengthening student reading capacity through the Math Corps model. The Math Corps model is designed to improve individual student reading skills using, among other components, student data to be responsive to specific student needs. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data^[2] supplied by DISTRICT/SITE to ServeMinnesota and Reading and Math, Inc (RMI).

B. Math Corps Data Collection

Math Corps tutors and/or coaches collect the following data throughout the school year: 1) student assessment data, 2) tutor log data, and 3) fidelity data.

1. **Student Assessment Data**

- Math Corps tutors are responsible for administering the assessments; Internal Coaches are responsible for observing the tutor for assessment reliability.
- Math Corps tutors are responsible for entering any necessary progress monitoring and/or mastery data.
- Math Corps tutors are responsible to administering STAR Math on the prescribed schedule to all students receiving services
- School sites are required to provide Math State Accountability Test scores for all students participating in Math Corps. This includes scores from spring 2019 and spring 2020

2. **Progress Monitoring Data:** Math Corps tutors conduct progress monitoring assessments with students they are serving. The tutor administers the assessments within the student's regularly scheduled Math Corps tutoring session. Progress monitoring allows tutors and Internal Coaches

to chart student progress, gauge effectiveness of current interventions, and determine when students are ready to be exited from Math Corps services.

3. Tutor Log Data

Math Corps tutors will maintain a tutor log to document the number of minutes and the number of sessions each student receives of Math Corps services each week. Math Corps tutors will be responsible for entering this data into MCDMS (Math Corps Data Management System) weekly.

4. Fidelity Data

Internal and Master Coaches will be responsible for using observations checklist to observe tutors administering student interventions and assessments to ensure reliability. Internal and Master Coaches will also be responsible for using observation checklists to observe tutors using the prescribed interventions to ensure fidelity.

C. Student Demographic Information

The school will be responsible for providing the tutor with accurate demographic information for each student receiving services through Math Corps. The required information includes: state-assigned student ID number and/or district-assigned student ID number, first name, last name, gender, race/ethnic background, primary language, ELL (English Language Learner) status. The following information is optional: Special Education status, date of birth.

D. Data Management System: Renaissance Learning (STAR Math) and MCDMS (Math Corps Data Management System)

Student assessment data, student demographic data, and tutor log data is stored in MCDMS (Math Corps Data Management System) and Renaissance Learning. Participating students can be identified by their state-assigned student ID number, demographic characteristics, first and last name. The Internal Coach, Master Coach, program staff, and designated program evaluators will have access to student data for their assigned sites. External program evaluators will only receive de-identified student data.

Tutors will require adequate time to enter student data during school hours, as they are not allowed to remove data from the site. Schools should also provide a locked location for tutors to store student data in paper/pencil form. Tutors receive data confidentiality training during Institute.

Renaissance Learning (STAR Math) Account: The Reading & Math, Inc. program staff will provide information to the Renaissance Learning administrator to set-up each user's account. Reading & Math, Inc. pays for the cost of Renaissance Learning.

If the site wishes to use a Renaissance Learning account other than Math Corps (district/school account), the site must:

- i. Inform Reading & Math, Inc. prior to the start of the school year
- ii. Allow for all administrations of STAR given to Math Corps students to occur in the school/district account, and these administrations should fall within the prescribed schedule

- iii. Provide Reading & Math, Inc. with access to STAR data for all students that receive Math Corps services throughout the year if not using the Math Corps provided Renaissance Learning account

E. Reporting Outcomes & Research Activities

ServeMinnesota and its Math Corps affiliates are required to routinely report outcomes to stakeholders, including federal, state, and private funders. ServeMinnesota and its Math Corps affiliates also engage in research and development designed to advance understanding of the Math Corps model as well as literacy development and instruction in general. Such activities do NOT disclose identifiable student information in any reports, publications, or presentations.

Research Requests: Reading and Math, Inc. and ServeMinnesota has have a formal research request process that can be used by parties interested in collaborating to answer empirical questions via access to program data. Program data includes demographic as well as service and performance data. Data privacy and confidentiality must be maintained by any researcher provided access to Math Corps data. Detailed information regarding the process and procedures to be followed by researchers are outlined in the research request forms. To access research request forms, please contact David Parker, Vice President of Research and Development, at david@serveminnesota.org.

Federal Policies:
Prohibited Activities for AmeriCorps Members

Note: It is advisable that the Internal Coach keep the following list of prohibitions in mind when reviewing Math Corps member time sheets.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (Corporation), staff and members may not engage in the following activities:

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- (8) Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
- (9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Such other activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo or Math Corps logo while doing so.

Not all examples listed in the regulations may be applicable.

Federal Policies:
Non-duplication and Non-displacement Policy

- **Nonduplication.** The Corporation for National and Community Service (Corporation) assistance, which is the funding that supports Math Corps, may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of the 'nondisplacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

- **Nondisplacement.**
 1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
 2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - Will supplant the hiring of employed workers; or
 - Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any:
 - Presently employed worker;
 - Employee who recently resigned or was discharged;
 - Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - Employee on leave (terminal, temporary, vacation, emergency, or sick); or
 - Employee who is on strike or who is being locked out.

Federal Policies:
Non-discrimination Policy

Reading & Math, Inc. does not discriminate in program admission based on race, color, sexual orientation, military discharge, sex, national origin, age, disability, or any other characteristic unrelated to the ability to perform the essential functions or basic tenets of Reading & Math, Inc., or any bona fide occupational qualifications.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc. 2400 Park Ave Minneapolis, MN 55404 (612) 206-3030

or

Office of Civil Rights and Inclusiveness, Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (800) 833-3722 (TTY); eo@cns.gov (e-mail)

Reading & Math, Inc. makes every effort to ensure that its placement agencies have similar non-discrimination policies. Tutors with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their immediate supervisor, superior, and/or Reading & Math, Inc. program staff. If the placement agency is found to be engaging in such activities, removal of current tutor(s) and denial of future tutors at that agency may result.

Discrimination on the part of fellow Math Corps tutors also will not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the program. Reading & Math, Inc. will not tolerate harassment of any kind. Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches, abusive or degrading language, graphic or suggestive comments, or displaying inappropriate objects or pictures. Any tutor who believes that they have been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Reading & Math, Inc. program staff. Any tutor who is found to have engaged in harassment will be subject to appropriate discipline, up to and including expulsion from Math Corps.

Note to service sites: In any case of discrimination related to a Math Corps tutor, the service site must contact the Reading & Math, Inc. program staff before taking action.

CERTIFICATION & SUBMISSION

If accepted into the Reading Corps and or Math Corps Program, our school agrees to:

(All items are required in order to partner with Reading Corps and Math Corps.)

Recruit a pool of highly-qualified applicants to fill EACH awarded Member position.

Support the recruitment and selection process of Reading Corps and Math Corps Members for my school in the spring (and into summer if necessary).

Support Reading and Math, Inc. (Reading Corps and Math Corps) in our commitment to equipping all staff and Members with the tools and resources necessary to cultivate an environment of inclusion and respect and celebrates all backgrounds and experiences

Collaborate with Reading and Math, Inc. (Reading Corps and Math Corps) to ensure a supportive environment for all Members, prioritizing personal and professional growth and Member wellness when managing Member performance

Report in-kind contribution amounts for Internal Coach time, materials and space contributed to the implementation of Reading Corps and Math Corps.

Ensure that the Internal Coach(es) attend Institute in August. If our Internal Coach does not attend August Institute (or the subsequent training sessions), our Member(s) may be moved to another school and we would lose Reading Corps and or Math Corps.

Ensure the Internal Coach(es) attend ongoing training throughout the year.

Allocate 6-9 hours per Member per month for the Internal Coaches(es) to fulfill the responsibilities to the Program(s).

Ensure all requested student data are provided to Reading Corps and or Math Corps in a timely manner, and that all students served by Reading Corps and or Math Corps complete assessments administered by the Member(s).

Provide information about Reading Corps and or Math Corps to all school staff, especially classroom teachers, prior to the start of the school year.

The school will be responsible for providing the tutor with accurate demographic information for each student receiving services through Reading Corps. The required information includes: state-assigned student ID, first name, last name, gender, race/ethnic background, primary language, ELL (English Language Learner) status.

Follow the Program model with fidelity.

Agree to abide by: Federal Policies: Prohibited Activities for AmeriCorps Members - [References: 45 CFR §2520.40 and 45 CFR §2520.45]

Agree to abide by: Federal Policies: NONDISPLACEMENT OF EMPLOYED WORKERS AND NONIMPAIRMENT OF CONTRACTS FOR SERVICE for AmeriCorps Members - [References: 45 CFR §1216]

Our Data Privacy, Security, and Protection Policy

- RMI partners with ServeMinnesota, an AmeriCorps commission, to conduct studies for improving instruction and thus performs an institutional service and function for which the site would otherwise use employees. Data

provided by DISTRICT/SITE to ServeMinnesota and RMI are provided for the sole purpose of furthering educational outcomes for students served by the Reading Corps Program.

- The service site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Reading Corps program¹ will collect and record additional protected data as they implement the Reading Corps model. RMI requires that the service site take all necessary steps to protect student data as required by law.
- RMI implements a unique approach to strengthening student reading capacity through the Reading Corps model. The Reading Corps model is designed to improve individual student reading skills using, among other components, student data to be responsive to specific student needs. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data² supplied by DISTRICT/SITE to ServeMinnesota and Reading and Math, Inc (RMI).

1. Hereinafter referred to as "Tutors and Coaches"

2. Personally identifiable data in this instance refers to any data defined as private information under federal and state law, and any non-private information that, when used in combination, may reveal private information on individuals.

Certification

This Site Agreement serves as an agreement between the service site and Reading Corps for the 2019-20 program year. The terms of this agreement will end on July 31, 2020. Amendments to this Agreement shall be done in writing. Failure to adhere to policies or to fulfill responsibilities outlined in this Agreement will become part of the selection criteria in the re-application process for the 2020-21 program year or could lead to the site forfeiting its awarded tutors for the 2019-20 program year.

By signing this Agreement, I certify that I have read, understand, and agree to all terms and conditions of this Agreement.

James Erickson

Principal Name and Site Name

Principal signature

Date

Catherine A. Erickson, CFO

3-18-19
Date

Certificate Of Completion

Envelope Id: 2C0C812258D348EE9292FD52607F6A7B	Status: Delivered
Subject: Reading Corps and Math Corps Site Agreement 2019-2020 -- Due by March 20, 2019	
Source Envelope:	
Document Pages: 51	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Christine Bedell
Time Zone: (UTC-06:00) Central Time (US & Canada)	1200 Washington Ave S
	Minneapolis, MN 55415
	christine.bedell@servetogrow.org
	IP Address: 34.226.132.221

Record Tracking

Status: Original	Holder: Christine Bedell	Location: DocuSign
3/13/2019 2:54:59 PM	ryan.kjesbo-johnson@servetogrow.org	

Signer Events

Signature	Timestamp
James Erickson	Sent: 3/13/2019 2:54:59 PM
james.erickson@isd709.org	Viewed: 3/18/2019 9:00:43 AM
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/13/2019 2:54:59 PM
Certified Delivered	Security Checked	3/18/2019 9:00:43 AM

Payment Events

Status

Timestamps

**MEMORANDUM OF UNDERSTANDING
BETWEEN NYSTROM & ASSOCIATES, LTD AND DULUTH SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Nystrom & Associates, Ltd, a for-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Nystrom & Associates, Ltd and the Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth Public Schools desires to have mental health services available on-site at its schools;

WHEREAS, Nystrom & Associates, Ltd. desires to locate co-located therapists in Duluth School Buildings to provide mental health services such as individual therapy, family therapy and group therapy.

Therefore, Nystrom & Associates, Ltd and the Duluth Public Schools agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of Nystrom & Associates, Ltd. and Duluth School District

It is understood that Nystrom & Associates, Ltd. and school district staff must work together as a team to effectively meet the needs of Duluth Public School's students, and both parties need to communicate any cause for concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Nystrom & Associates, Ltd./ Community Mental Health Provider

Students served by Nystrom & Associates, Ltd. are clients of Nystrom & Associates, Ltd., and subject to the same rights and responsibilities as clients served in Nystrom & Associates, Ltd. clinic and community settings.

Nystrom & Associates, Ltd. will;

1. Meet with Duluth Public School's administration staff to plan a system of mental health service delivery.
2. Use name badges with picture ID's (provided by the district) to identify Mental Health Professionals as outside providers.
3. Locate Mental Health Professionals at Duluth Public School's sites in order to provide mental health services.
4. Employ and be responsible for Mental Health Professionals placed at Duluth Public Schools.
5. Maintain appropriate professional liability insurance.
6. Meet with students at times which do not interfere with academic scheduling or other school functions without administrative permission or request.
7. Meet with students at times that do not interfere with the delivery of Special Education Services as mandated by the students IEP.
8. Share student/client information with school staff as needed and with the consent of the student/responsible parent.
9. Obtain parental and school administrator (Principal) permission to provide mental health services to specific students in the schools.
10. Maintain and own mental health records of students served.

- 11. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. The School district shall not be responsible for the cost of services delivered by Nystrom & Associates, Ltd.
- 12. Meet periodically with school administration (Principals) or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

Role of Duluth School District

- 1. Meet with Nystrom & Associates, Ltd. administration staff to plan a system of mental health service delivery.
- 2. Meet periodically with Nystrom & Associates, Ltd. administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
- 3. Provide safe and appropriate office space for Mental Health Professionals that includes a telephone for emergencies.
- 4. Brief and orient each Mental Health Professional on district and building policies and procedures.
- 5. Develop a referral system for co-located therapy services and provide student referrals to Mental Health Professionals working on site in the Duluth Public Schools.
- 6. Provide Nystrom and Associated, LTD. With student schedules in order to meet with approved students.

III. GENERAL TERMS

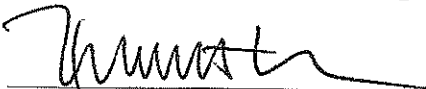
Terms. This Memorandum of Understanding will begin effective the date of 6.9.2018 and will continue through 6.9.2019. This MOU will renew for one year periods effective unlimited unless either party provides written notice of non-renewal (90) days prior to discontinuing their participation in the MOU. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this Agreement by giving the other party (60) days prior written notice.

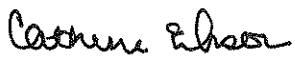
Confidentiality. Nystrom & Associates, Ltd. and Duluth Public Schools agree that by virtue of entering into this Agreement, they will have access to certain confidential information regarding the other party's operations related to this project. Nystrom & Associates, Ltd. and Duluth School District agree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

Solicitation. The School will not solicit NAL employees for employment by the School or another Agency for two years from the last date of the Nystroms and Associates employee working in the school.

Resolution. For resolution of administrative questions, contact the Nystrom and Associates School Based Mental Health Manager or the Children & Family Community Based Services Director. Nystrom and Associated, LTD. therapists will not be responsible for and should not be involved in resolving administrative matters or matters pertaining to the Memorandum of Understanding with the School.

Signed: 
 Brian A. Nystrom, MSW, ACSW, LICSW, LMFT
 President & CEO

Date: 3-19-19

Signed: 
~~Douglas Hasler~~, Business Services Executive Director
 Catherine Erickson

Date: 3-29-19

STATE OF MINNESOTA
 MINNESOTA STATE COLLEGES AND UNIVERSITIES
 BEMIDJI STATE UNIVERSITY

MEMORANDUM OF AGREEMENT
 FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP
 FOR NON-ALLIED HEALTH PROGRAMS

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Bemidji State University, Professional Education Department, 1500 Birchmont Drive NE, #35, Bemidji, Minnesota 56601** (“the College/University”) and **Duluth Public School District, ISD #709, 215 N 1st Ave East, Duluth, MN, 55802** (“the Facility”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The College/University has a Professional Education Program (the “Program”) for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The College/University agrees to:**
 - a. make arrangements with the Facility for a training experience at the Facility, which includes determining the supervision/honorarium model, that will support the student’s occupational goals and meet any applicable Program requirements.

- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student or any site supervisor at the Facility, as needed.
 - c. discuss with the Facility any problems or concerns arising from the student's participation.
 - d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
 - e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
 - f. assist in the evaluation of the student's performance in the training experience.
2. **The Facility agrees to:**
- a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
 - b. consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
 - c. assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
 - d. sign the weekly work report to verify the student's attendance.
 - e. complete, on behalf of the student, the agreed-upon forms necessary to the submission of a Minnesota State professional teacher licensing application.
3. **LIABILITY**
- Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.
4. **TERM OF AGREEMENT**
- This Agreement is in effect from **July 1, 2019** or when fully executed, and shall remain in effect until **June 30, 2024**. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.
5. **FINANCIAL CONSIDERATION**
- a. **Traditional Cooperating Teacher Honorarium:** In consideration of the above, the University will pay an honorarium not to exceed \$225 for each full time student teacher. Honorariums for placements less than 16 weeks will be prorated. This honorarium will be paid to the Facility OR to the cooperating teacher, for each student assigned as a student teacher. The distribution of these funds will be determined by the current Facility and MNSCU policies and procedures. Distribution will be made by the Facility, unless District policy requires another

arrangement. Honorariums shall be encumbered by a purchase order before the beginning of each student teaching assignment. Payment shall be made after the Bemidji State University verifies the student has completed the student teaching assignment and notifies Accounts Payable to make payment.

- b. **Embedded Cooperating Teacher and Mentor Coach Honorariums:** In consideration of the Facility responsibilities and the capacity and agreement of the Facility to provide an on-site mentor-coach or allow student teacher supervision to be conducted by University-contracted State of Minnesota Regional Service Cooperative employees, the University will pay an honorarium in accordance with the breakdown set forth below:

Total weeks of supervision provided per individual student teacher.	Honorarium paid to Embedded Mentor-Coach Employed by Facility	Honorarium paid to Embedded Cooperating Teacher Employed by Facility
16 Weeks	\$ 570	\$ 380
12 Weeks	\$ 382	\$ 255
8 Weeks	\$ 285	\$ 190
4 Weeks	\$ 187	\$ 125

This honorarium will be paid to the Facility OR to the cooperating teacher and mentor coach, for each student assigned as a student teacher. The distribution of these funds will be determined by the current Facility and MNSCU policies and procedures. Distribution will be made by the Facility, unless District policy requires another arrangement. Honorariums shall be encumbered by a purchase order before the beginning of each student teaching assignment. Payment shall be made after the Bemidji State University verifies the student has completed the student teaching assignment and notifies Accounts Payable to make payment.

- c. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS

NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **DATA PRIVACY**

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

11. **NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

The rest of this page intentionally left blank. Signature page to follow.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

**Duluth Public School District
ISD #709**

Name: *Carrie Eason*

Authorized Facility Representative

Title: *CFO*

Date: *03/04/2019*

**Minnesota State Colleges and Universities
BEMIDJI STATE UNIVERSITY**

Jim Barta
By: Dr. Jim Barta

Title: Dean, College of Arts, Education, & Humanities

Date: *3/12/19*

AS TO FORM AND EXECUTION

Randy Westhoff
By: (authorized College/University signature)

Title: Dr. G. Anthony Pepper, Provost & Vice President for Academic & Student Affairs

or

Dr. Randy Westhoff, Associate vice President for Academic Affairs (Interim)

Date: *3/12/19*

Routing Instructions

Facility/School District Responsibility

1. _____ Obtain facility/school district authorized signature.
2. _____ Return document to
*Clinical Office, Professional Education
Bemidji State University
1500 Birchmont Drive NE #35
Bemidji, MN 56601*

Bemidji State University Responsibility

3. _____ Obtain signature from Dean, College of Education, Arts, and Humanities (#27).
4. _____ Obtain signature from Office of Academic Affairs (#3).
5. _____ Return document to Clinical Office Professional Education (#35).
6. _____ Clinical Office will send fully signed agreement to facility/school district.

EXAMPLE OF STUDENT DOCUMENT

ATTACHMENT A STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

Name of College/University: _____

Name of College/University Program ("the Program"): _____

Type of Training Experience/Internship: _____

Dates of Training/Internship: _____

Student's Name: _____ Phone #: _____

Average number of hours to be worked by the Student each week: _____

Facility Name and Address: _____

Location Where Training will Occur (if different from Facility's Address above):

Facility Representative's Name: _____ Phone #: _____

Activities/Job tasks and skills the Student will learn:

Tools and Equipment the Student will use:

STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/ internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility's training site. The Student will promptly notify the Facility's training site if unable to report. The Student's placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and
3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and

4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and
5. Consult with the College/University instructor/lab assistant about any difficulties arising at the Facility's training site; and
6. Be present at the Facility's training site on the dates and for the number of hours agreed upon; and
7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University's instructor/lab assistant.

The Student also understands and agrees that:

- a. placement and participation in this training experience is not employment with the College/University or Facility;
- b. the Student is not covered by the College/University worker's compensation coverage; and
- c. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that the Facility does not promise or guarantee any future employment for the student.

The Student understands that he/she is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Student's Signature: _____

Student's Name (please print): _____

Date: _____

Name of Student's Parent (required for students under 18 years of age) (please print):

Parent's Signature: _____

Date: _____

Bemidji State University, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator.

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 709 AND
CITY OF DULUTH
FOR THE 2018 COPS OFFICE STOP SCHOOL VIOLENCE: SCHOOL VIOLENCE
PREVENTION PROGRAM AWARD**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date"), is by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, (the "City") and INDEPENDENT SCHOOL DISTRICT No. 709, an independent school district under the laws of the State of Minnesota, (the "Sub-recipient").

WHEREAS, the City, in cooperation with the Sub-recipient, applied for a grant from the U.S. Department of Justice, Office of Community Oriented Policing Services ("COPS) under the STOP School Violence: School Violence Prevention Program (SVPP) to improve school safety; and

WHEREAS, the City received approval for SVPP award funds ("Award Funds") in the amount of \$625,000 to be utilized to improve security at schools and on school grounds within the City of Duluth through evidence-based school safety programs. The Award Document, including the Award terms and conditions, is attached as Exhibit A; and the Management and Implementation Plan is attached as Exhibit D.

WHEREAS, under the Award terms and conditions the federal share of the award is \$468,750 and the local match (or Sub-recipient share) is \$156,250; and

WHEREAS, the Sub-recipient desires to utilize the Award Funds to upgrade equipment and technology to improve school safety in the City of Duluth and will provide the required local matching funds in the amount of \$156,250; and

WHEREAS, the City desires to have the Sub-recipient utilize the Award Funds and carry out the City's responsibilities under the terms and conditions of the Award Document.

NOW, THEREFORE, in consideration for the mutual benefits contained herein, the parties hereto agree as follows:

1. AWARD. The City will provide to Sub-recipient the Award Funds in the amount of \$468,750 over a two year period for Sub-recipient's performance of its obligations under the Management and Implementation Plan and this Agreement including:
 - A. Perform the duties specified in the Management and Implementation Plan
 - B. Provide requested information to support a mid-grant report, and end-of grant report two weeks prior to the reporting due date and/or any other reporting required by the COPS.
 - C. Submit invoices and receipts for the purchase of equipment and technology purchased using the Award Funds.

Notwithstanding anything to the contrary, the Sub-recipient understands and agrees that any reduction or termination of the Award Funds may result in a like reduction or termination of the sub-award, and that any material change in the timeline or scope of the Program must be approved in writing by the City and SVPP.

2. PERFORMANCE. The Sub-recipient must comply with all requirements applicable to the City in the Award Document and/or Management and Implementation Plan. Sub-recipient's default under the Management and Implementation Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interest including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Sub-recipient within 60 calendar days after written notice by the City, the City may terminate this Agreement.
3. TIME OF PERFORMANCE. Sub-recipient must start the Program upon execution of this Agreement and complete the Program on or before October 1, 2020. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Award Fund proceeds.
- A. The Sub-recipient must have provided the City with evidence of compliance with the insurance requirements of Section 7.G herein.
 - B. The Sub-recipient must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.
 - C. The Sub-recipient must provide the City with evidence that local matching funds in the amount of \$156,250.00 have been committed to the project.
5. **DISBURSEMENT.** It is expressly agreed and understood that the City will pay Sub-recipient under this Agreement in accordance with the sums set forth in the Financial Clearance Memorandum, attached hereto as Exhibit C, with the total amount not to exceed \$468,750. Invoices must be submitted quarterly. Payment for services will be sent within 45 days of receipt of invoice. All payments by the City pursuant to this Agreement shall be made from Fund # 215-200-2226-5447 (Duluth Police Grant Programs, Police, COPS School Violence Prevention, Payment to Other Govt. Agencies).
7. **QUARTERLY AND FINAL REPORTS.** The City will submit the required quarterly financial status reports and progress reports to COPS. The City will also submit the grant closeout report.
6. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City: Chief of Police
 City of Duluth Police Department
 2030 N. Arlington Avenue West
 Duluth, MN 55811

Sub-recipient: ISD 709:
 Office of the Superintendent
 Historic Old Central High School
 215 N. 1st Avenue East, Room 213
 Duluth, MN 55802

7. GENERAL CONDITIONS

- A. General Compliance. The Sub-recipient agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.
- B. Civil Rights Assurances. Sub-recipient and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:
1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
 2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.
- C. Independent Contractor. Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Sub-recipient is an independent contractor.
- D. Liability. Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 et. seq., or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

- E. Indemnification. Sub-recipient will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Sub-recipient arising from the performance of this Agreement by Sub-recipient, or its officers, agents or employees
- F. Workers' Compensation. The Sub-recipient must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.
- G. Insurance. Sub-recipient shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000.00 aggregate per occurrence for personal bodily injury and death, and limits of \$1,500,000.00 for damage liability. If person limits are specified, they shall be for not less than \$1,500,000.00 per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:
 - 1. Public liability.
 - 2. Independent contractors--protective contingent liability.
 - 3. Personal injury.
 - 4. Contractual liability covering the indemnity obligations set forth herein.

8. ADMINISTRATIVE REQUIREMENTS

- A. Accounting Standards. The Sub-recipient agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.
- B. Records.
 - 1. Retention. The Sub-recipient must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Sub-recipient has completed the

Program; (b) six years after the Sub-recipient has expended all proceeds of the Award Fund; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.

2. Inspections. All Sub-recipient records with respect to any matters covered by this Agreement must be made available to the City, COPS or their designees at any time during normal business hours, as often as the City or COPS deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
 3. Data Practices Act. Sub-recipient must comply with the Minnesota Government Data Practices Act, Chapter 13.
 4. Close-Outs. The Sub-recipient's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.
- C. Payments. The City will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Sub-recipient accounts.
 - D. Procurement. The Sub-recipient must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.
9. MISCELLANEOUS.
- A. Assignability. The Sub-recipient may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due

or to become due to the Sub-recipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

- B. Copyright. If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or COPS reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.
 - C. Relationship of the Parties. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
 - D. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.
 - E. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.
10. ENTIRE AGREEMENT. This Agreement contains all negotiations and agreements between City and Sub-recipient. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

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

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT
NO. 709

By: [Signature]
Mayor

By: [Signature]
Superintendent

Date: 2/22/19

Date: 3/11/19

Attest: [Signature]
City Clerk

Date: 2/22/19

Countersigned:
[Signature]
City Auditor

Date: 2/23/19

Approved as to form:
[Signature]
City Attorney

Date: 2.20.19

Attachments:

- Exhibit A – Award Document
- Exhibit D – Management and Implementation Plan
- Exhibit C – Financial Clearance Memorandum

[Handwritten marks]

Addendum to Commercial Listing Contract: Exclusive

Date February 12, 2019


Page 1

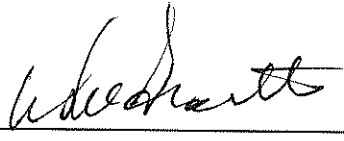
Addendum to the Commercial Listing Agreement between parties, dated April 10, 2018 pertaining to the sale of the Property at 800 E Central Entrance, Duluth, MN between Greg Follmer Commercial Real Estate "Broker" and INDEPENDENT SCHOOL DISTRICT #709 "Seller".

Parties agree to extend the Listing Agreement and all it's terms to March 7, 2020.

Accepted by: Greg Follmer Commercial Real Estate

Accepted by: INDEPENDENT SCHOOL DISTRICT #709

By: 
 2/12/2019 10:48:26 AM CST
Date: 02/12/2019

By: 
Date: 3/11/19

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

As we discussed I am sending you an outline of the marketing provided by Greg Follmer Commercial Real Estate.

Overview:

- Internet marketing
 - MNCAR (Minnesota Commercial Association of Real Estate/Realtors) – Association of Minnesota Commercial only brokers and agents.
 - 1,200+ members
 - 95% listing agents in the metro area
 - Networking events with direct access to brokers and developers from the metro area.
 - Blast emails to membership
 - Loopnet.com – National Exposure
 - Listing maintained on Loopnet allowing the property to be distributed to Co-Star subscribers
 - CREXI – National Exposure
 - Public site, no subscription necessary
 - GregFollmer.com
- Central Entrance Signage
 - Upon obtaining the listing extension we will have signage made (either ra 4x16 or an 8x16) placed on Central Entrance.
- GFCRE Networking and involvement in Business groups
 - Locally and in the Twin Cities

- Economic Development entities networking
 - Greg is a current board member of APEX
- Deliver property to Partner/Brokers and Developers in the Minneapolis/St. Paul market
- Person to person target prospecting
- Sphere of influence – Broker has grown an extensive network of developers, businesses, attorneys, engineering firms, other Brokers, etc.
- Marketing Brochure
 - Mapping
 - Floor plans
 - Photos (interior and exterior)
 - Plats, aerial, street views

Our Team: All marketing is handled and monitored by our full-time team

Greg Follmer, Broker Owner with 30 years of experience in Real Estate. 20 years working solely in Commercial Sales and Leasing. Greg's past client list is extensive and can be provided upon request.

Trevor Samsa, Realtor Associate. Trevor has been working as an unlicensed assistant to Greg for five years and is now a licensed member of the GFCR Team. Trevor ensures that every lead is followed up on and pursued to a definitive conclusion.

Valerie Rappana, Office Manager/Realtor. Valerie has been with the GFCR Team since April of 2016. Valerie brings with her 20+ years of office management and marketing experience working solely in the Real Estate field in Duluth, Minnesota.

Summary: As it relates to our marketing plan, entire Commercial Real Estate community throughout the state as well as nationally, have direct, easy access to this listing. Additionally, we have built relationships and networking partnerships that keep us, and by extension, your property, at the top of mind. No other Real Estate Company offers the amount of marketing venues or has as large of a network. A prospective investor/developer searching for sites in our market WILL be aware of this site. It is also important to make note of the fact that our firm has a



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proven tract record of being able to handle a transaction of this level of complexity.

Please feel free to reach out with any questions or concerns. I look forward to further discussions about our services and qualifications.

Respectfully,

Greg Follmer
Broker, MN & WI



UNIVERSITY OF MINNESOTA
AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
 between
Regents of the University of Minnesota
 through its **College of Education and Human Service Professions, University of Minnesota**
Duluth (“University”)
 and
Duluth Public Schools I.S.D. 709 (“Affiliate”)

WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION (“Agreement”), effective February 11, 2019 through February 11, 2024 (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate’s sites for certain University students enrolled in the program, the parties agree as follows:

1. Description of Affiliation.

1.1 With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.

1.2 Contact Information:

<p><u>Affiliate:</u></p> <p><u>Duluth Public Schools – I.S.D. 709</u> <u>Attn: _____</u> <u>William Gronseth</u> <u>Superintendent of Schools, I.S.D. 709</u> <u>215 N 1st Ave E, Rm 213</u> <u>Duluth, MN 55802</u> <u>Phone: 218-336-8752</u> <u>E-mail: William.Gronseth@isd709.org</u></p>	<p><u>University:</u></p> <p><u>University of Minnesota</u> <u>Attn: _____</u> <u>Christine Engen</u> <u>1207 Ordean Ct</u> <u>116 BohH</u> <u>Duluth, MN 55812</u> <u>Phone: 218-726-8627</u> <u>E-mail: cengen@d.umn.edu</u></p>
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2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 University and Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The persons responsible for the liaison will jointly plan for:

- a. Selection, assignment and orientation of students;
- b. Periodic review and preparation of objectives for the instructional program; and
- c. Evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the student's participation at Affiliate site(s). Affiliate liaison will consult University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either Affiliate or University and neither party shall have responsibility for payment of workers' compensation benefits to the student.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties agree to review this Agreement periodically to ensure that it meets with University's curriculum requirements, as well as the standards of the accrediting agency. Additionally, the parties shall evaluate the operations and effectiveness of this Agreement. Modifications to this Agreement shall be made pursuant to section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.

2.2. University Responsibilities.

2.2.1 University shall assume overall responsibility for the general educational experience of students assigned to Affiliate, which responsibility includes the following:

- a. Determination of educational goals for each student;
- b. Establishing prerequisite criteria for placement of students with Affiliate;
- c. Determination of completion of the assignment;
- d. If required, educational goals and objectives for the students in the program are outlined in Attachment _____;
- e. Provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. Final evaluation of student performance; and
- g. If Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, then Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 For students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, the students will be required to provide proof of immunization for measles (rubeola), mumps and rubella or positive titre; annual influenza; chicken pox (varicella), documented positive history, or positive titre; pertussis; hepatitis B series or documented immunity; and evidence of annual tuberculosis test or a statement from a provider stating that the student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 At the request of Affiliate, University will require students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the affiliation.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

2.3. Affiliate Responsibilities.

2.3.1 Affiliate shall assume full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate agrees to provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate agrees to identify and provide University with current copies of any policies and procedures at the clinical site, which apply to the educational experience of the students.

2.3.5 Affiliate agrees to render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students' clinical experience under this Agreement. As set forth in section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during this affiliation.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University's records is required by Affiliate to perform its responsibilities under this Agreement.

3. **Liability Insurance and Indemnity**

3.1. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University students for activities performed within the course and scope of their duties under this agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, the University will provide a certificate of insurance evidencing such coverage.

3.2. The University agrees to defend, hold harmless, and indemnify the Affiliate, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the University, its employees, agents, or representatives (including students) during the performance of its obligation under this agreement. The University's liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

3.3. The Affiliate shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate.

3.4. The Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, or representatives, during the performance of its obligations under this agreement.

4. Financial Terms. (Check appropriate financial description.)

Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment "Agreement for Teacher Candidates Classroom Participation".

None

5. Other Terms.

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.

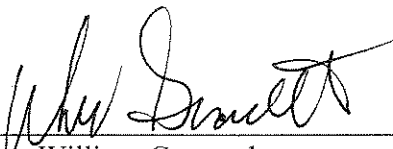

5.3 This Agreement supersedes all other affiliation agreements between University and Affiliate for the above-named program.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.

5.6 Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

IN WITNESS WHEREOF, the authorized representative(s) of the parties hereto execute this Agreement as follows:

Regents of the University of Minnesota	Affiliate
<p>By: _____ Name: <u>Scott Carlson</u> Title: <u>Associate Dean, CEHSP</u> Date: _____</p>	<p>By: <u></u> Name: <u>William Gronseth</u> Title: <u>Superintendent of Schools, I.S.D 709</u> Date: <u>3/18/19</u></p>
<p>By: _____ Name: <u>Fernando Delgado</u> Title: <u>UMD Exec Vice Chancellor of Academic Affairs</u> Date: _____</p>	<p><u></u> 03/19/19 Catherine A. Erickson, CFO</p>

NOTE: This Agreement should be executed by Affiliate before University representatives begin the execution process.

**Agreement for Teacher Education Candidates Classroom Participation
Between
Duluth Public Schools – I.S.D. 709
And the
University of Minnesota Duluth**

THIS AGREEMENT is entered into effective as of **February 11, 2019** by and between Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and Duluth Public Schools (the "School"), a public school system. This agreement is entered into by the University through its University of Minnesota Duluth, College of Education and Human Service Professions.

1. **Student Teaching.** The University and School agree to permit candidates from the University to devote a reasonable amount of time in observation, participation and student teaching in the School. Student teaching and allied activities shall be under the direction of the Superintendent/Head of School, in accordance with the policy, procedures and regulations determined by the parties, and as governed by the licensure rules of the State of Minnesota.

2. **Honoraria.** In consideration of the above, the University will pay an honorarium for each candidate assigned to a pre-student teaching experience and an honorarium for each candidate assigned as a student teacher. The amount and mode of distribution of these funds will be determined by the current policies, procedures and regulations of the University of Minnesota Duluth. In case of contractual agreement between teachers and the Duluth School system, their amount and mode of distribution would then be followed. The distribution amounts are as follows;

Student Teaching Honorariums:

- \$200.00 for a 16 week placement
- \$175.00 for a 14 week placement
- \$150.00 for a 12 week placement
- \$125.00 for a 10 week placement
- \$112.50 for a 9 week placement
- \$100.00 for a 8 week placement
- \$75.00 for a 6 week placement

- \$50.00 for a 4 week placement
- \$37.50 for a 3 week placement

Practicum Placement Honorariums:

- \$40.00 for Integrated Elementary Special Education placement
- \$30.00 for Unified Early Childhood placement
- \$25.00 for Secondary Teacher Education Program placement

3. This agreement, effective on the date of signing, shall remain in force for five years from the date of this contract or until such time as either party to the contract shall terminate it by two months' notice in writing to the other party.

Facilities Management & Capital Project Status Report

March 2019

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Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 286 work orders, and are currently working on 607 open work orders.
- Facilities maintenance trade crews are currently scheduled at Homecroft Elementary.
- Continuing to work with Human Resources and Firemen and Oilers Union to review and update position descriptions.
- Work continues to complete documents for MDE for the 2 awarded Safe Schools grant.

Capital Construction:

- The HOCHS audit work is underway.
- Bids have been received for the LTFM PSS track replacement project; recommendations will be forwarded.
- The LTFM 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 / ezIQC. The needed cost information will be available this month along with the contractual agreement.
- Work has begun with our T & M contractor for the LTFM HOCHS Fire Alarm System replacement project. This system is antiquated and we have a citation to replace from the fire marshal.

Building Operations

- Operations have filled both Fireperson positions at Ordean East Middle School and Denfeld High School with external applicants. In addition, Operations has filled entry level custodian positions at Myers Wilkins Elementary, East High School, and Ordean East Middle School. Currently, all positions are filled district wide with no vacancies at this time.
- Summer months are right around the corner; Operations is looking ahead and preparing for deep summer cleaning in all areas of our buildings.

Health, Safety & Environmental Management

Environmental/Health/Safety

- Radon testing was completed March 4th-8th. Awaiting the final report.
- Annual hoist/auto lift inspections were completed.
- Minnesota Rural Water Association training was completed to maintain Class E Certification as required for Lakewood’s water system.

Workers’ Compensation Activities

- Met with RAS and Special Education Department to discuss the potential us of a Sensory Training that RAS is offering to help reduce employee/student related injuries.
- March
 - 36 First report of incidents
 - 3 OSHA recordable incidents
- 2019 YTD Incidents
 - 83 First report of incidents received
 - 5 OSHA recordable incidents
 - 5 Days away from work
 - 14 Days of restricted work



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

February 28, 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

- One offer to be reviewed at 4/1 meeting.
- All marketing in place and active.
- One inquiry – on going communication with prospect.

800 E. Central Entrance "Central High School Property"

- 4x16 sign has been ordered
- 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

Duluth Public Schools #709

Revenue Budget Summary - Fiscal Year 2020 (FY20)

General Fund

Overview/Definitions:

General Fund includes General (01), Transportation (03), and Operating Capital (05).

Within the General and Operating Capital funds, certain revenues will have reserve requirements.

Revenues originate from Federal, State, or Local Sources. Some Federal revenues are allocated to states who, in turn, distribute those revenues to eligible school districts, charter schools, or other programs.

Revenue that is equalized, or has a tax levy component in the formula, will have the levy portion identified as local revenue. This may be state mandated, district opted, or voter approved.

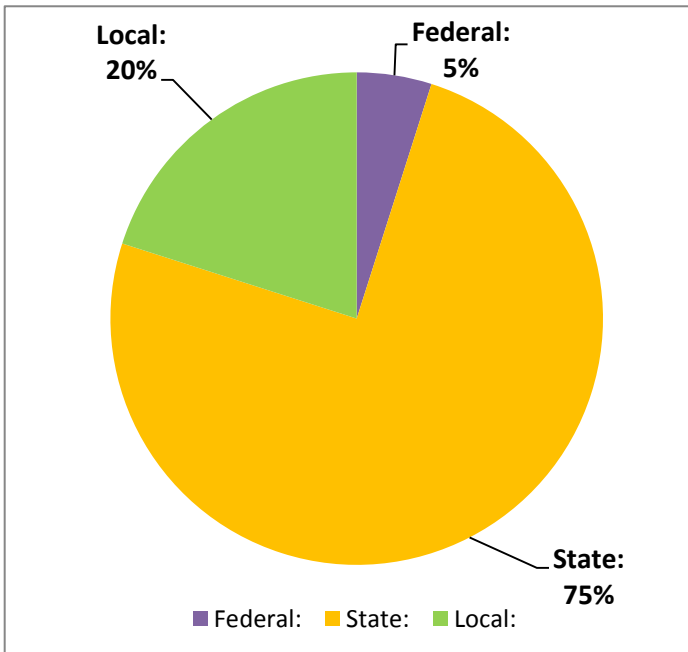
Other local revenues include grants, gifts & donations, tuition billing, fees, gate receipts, and interest. The sale proceeds for properties may be identified separately from regular local revenue.

State revenue may be a component of statewide funding formulas, categorical aids in which a district must qualify, or state grants with specific scope and requirements.

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

Current estimated INITIAL GENERAL FUND Revenues for FY20:

Federal:	\$	5,383,065.00
State:	\$	82,218,929.02
Local:	\$	21,991,408.25
	\$	109,593,402.27



Initial Budget Assumptions:

Basic Formula Allowance remains the same as Fiscal Year 2019 (FY19).

Pupil Counts are decreased slightly for the FY20 budget, projected at 8,146 Adjusted Average Daily Membership (ADM) - this is a revised estimate from February when initial projections were 8,108.

Categorical Revenues are estimated at FY19 levels unless other information is known.

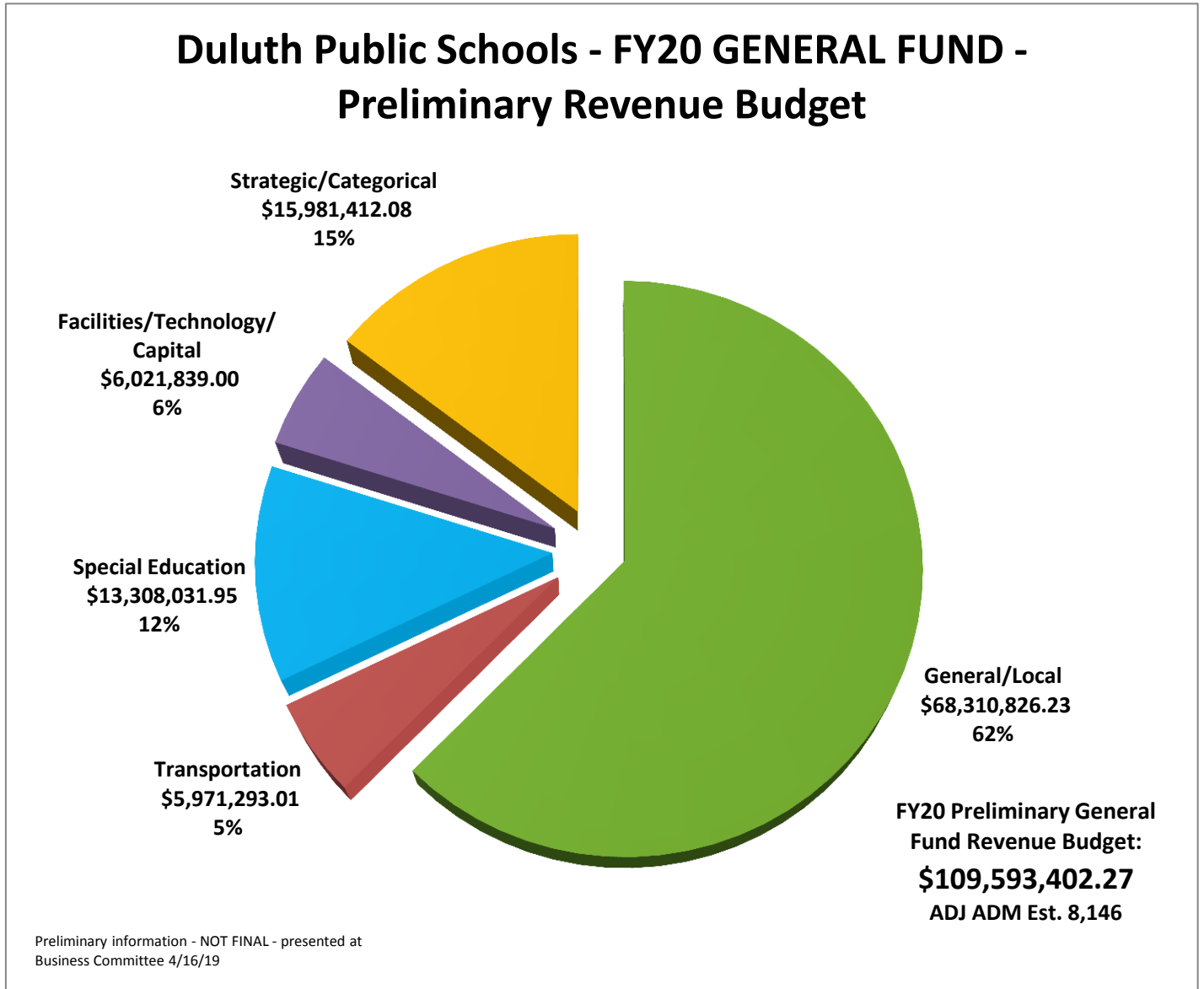
Federal Title program revenue estimates are projected to decline by 10% due to lower Free & Reduced lunch counts.

Other local revenues are estimated by prior year funding amounts.

Duluth Public Schools #709
Revenue Budget Summary - Fiscal Year 2020 (FY20)
General Fund

These same revenue estimates can also be viewed in relation to what program areas they support. In each of these categories there may be further detail or distributions related to statute, policy, or district priorities.

Some revenues are considered entitlements and others are reimbursements.



General/Local: Funding includes those revenues not specifically identified in other categories, although some uses may be limited or may be designated by the District. Revenues could include state aids, local levies, grants, tuition, and other revenues.

Strategic/Categorical:
 Funding includes revenues that may apply to certain programs or District strategies.

Facilities/Technology/Capital:
 Funding includes revenues designated for State directed or District directed foundational costs.

Special Education:
 Funding includes estimated state reimbursement revenue for programs and Federal allocations.

Transportation:
 Funding includes identified revenues attributable to regular and special transportation.

Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2020 (FY20)
General Fund

Overview/Definitions:

General Fund expenses encompass a wide range of categories and are identified through coding to represent programming areas and use of funds.

Expenses may be funded through unrestricted, restricted, or fund balances. If a fund balance is being used, revenues and expenses may not tie out.

An overall surplus or deficit is the combination of all available funding sources.

Staffing for FY20 is currently an estimate. The District will continue to analyze programs and pupil trends to determine base needs. Staff funded by entitlement revenues may need to be adjusted based on funding.

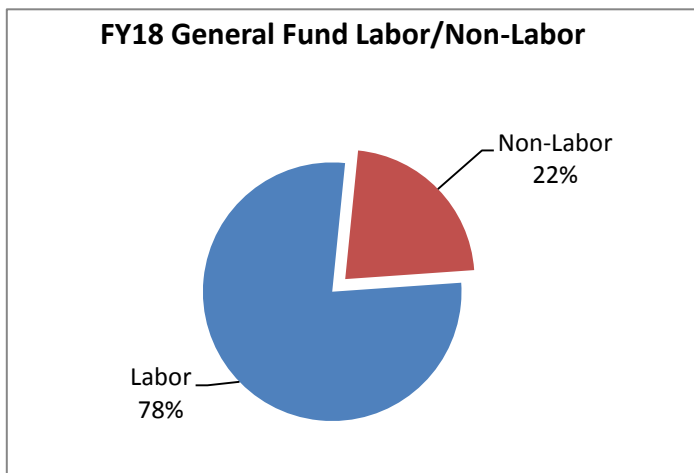
Consideration for effective use of funds will be the baseline to appropriately budget expenses in programs that best represent any restricted guidelines.

FY20 expense considerations may be the result of impacts from prior year budget or levy consequences.

Revenues that may become available through legislation or other sources not currently budgeted may trigger changes in expenses.

More meetings with building and program administration will be needed to determine any specific changes needed due to revenue adjustments, program reductions, or district priorities.

Labor/Non-Labor Summary



The majority of General Fund expenses are tied to salaries, wages, and benefits.

This pie chart shows the district's breakdown of Labor and Non-Labor expenses in the General Fund for Fiscal Year 2018.

It is expected that FY20 will have a similar result in relation to funding.

This will be reviewed and updated for FY20 after meetings with sites and programs.

* Of the 78% Labor, 71% is Salaries and Wages and 29% is Benefits

Duluth Public Schools #709

Expense Budget Summary - Fiscal Year 2020 (FY20)

General Fund

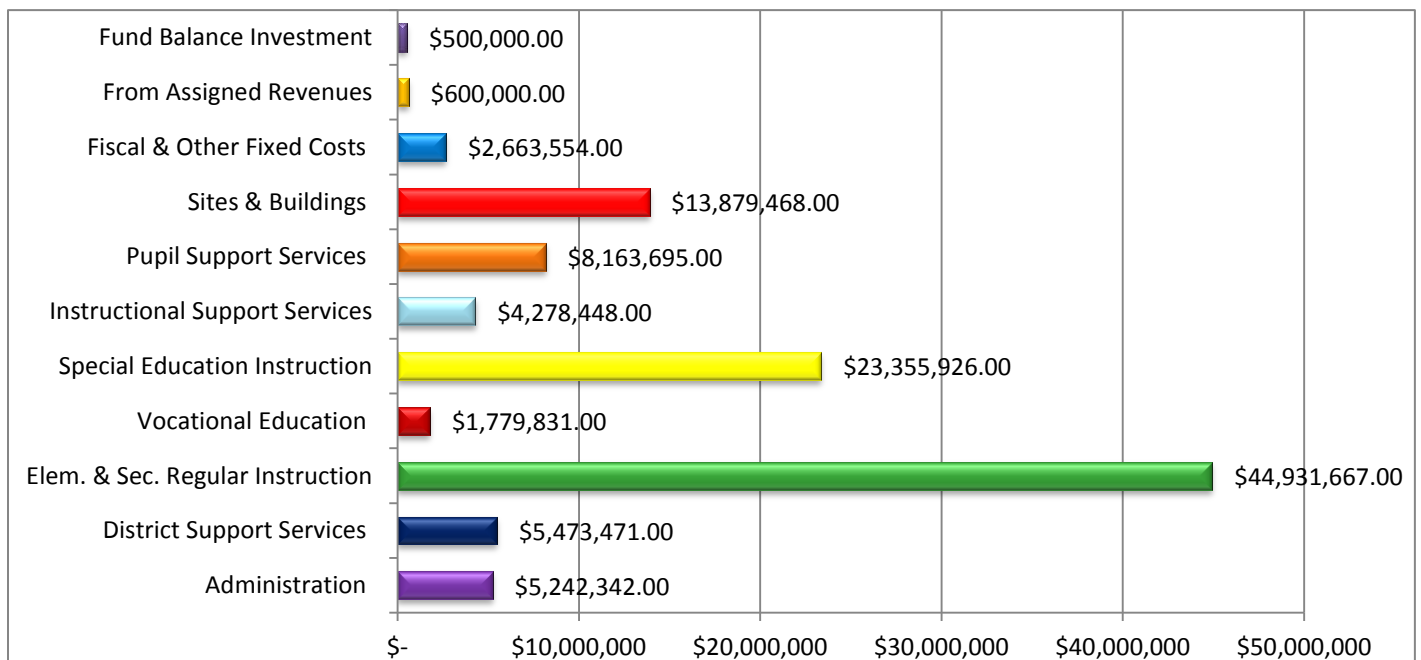
The preliminary expense budget was created using Fiscal Year 2019 (FY19) as a baseline and adjusting for a number of factors, including impacts from revenue.

The program areas below are defined by the Minnesota Department of Education (MDE).
Program areas may include expenses using restricted or unrestricted revenues.

Fund Balance is not a program area, but it is noted here as a budget component in relation to use of revenue as a budget priority.

Expenses by Program Area - General Fund

PRO	FY20 Budget Expense	FY19 Budget Expense	Change
000-099 Administration	\$ 5,242,342.00	\$ 5,233,249.00	\$ 9,093.00
100-199 District Support Services	\$ 5,473,471.00	\$ 5,405,077.00	\$ 68,394.00
200-299 Elem. & Sec. Regular Instruction	\$ 44,931,667.00	\$ 42,704,746.00	\$ 2,226,921.00
300-399 Vocational Education	\$ 1,779,831.00	\$ 1,734,290.00	\$ 45,541.00
400-499 Special Education Instruction	\$ 23,355,926.00	\$ 22,384,304.00	\$ 971,622.00
600-699 Instructional Support Services	\$ 4,278,448.00	\$ 4,018,763.00	\$ 259,685.00
700-799 Pupil Support Services	\$ 8,163,695.00	\$ 8,006,430.00	\$ 157,265.00
800-899 Sites & Buildings	\$ 13,879,468.00	\$ 13,126,601.00	\$ 752,867.00
900-999 Fiscal & Other Fixed Costs	\$ 2,663,554.00	\$ 3,260,000.00	\$ (596,446.00)
FD BAL From Assigned Revenues	\$ 600,000.00	\$ -	\$ 600,000.00
FD BAL Fund Balance Investment	\$ 500,000.00	\$ -	\$ 500,000.00
Total Expenses General Fund: \$ 110,868,402.00 \$ 105,873,460.00 \$ 4,994,942.00			



Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2020 (FY20)
General Fund

Preliminary Budget Considerations - Expenses

Salaries, Wages, and Benefits were adjusted based on average contractual increases and projected FY20 staffing changes (retirements) currently known.

Sites and Buildings include a transfer of \$350,000 from restricted LTFM salaries back to the General Fund. A \$1.5 million transfer from General to LTFM was done in FY19 to balance the General Fund. Original use of LTFM funds is for building and facilities improvements.

A school bus is added to the transportation budget. The current replacement schedule is behind by at least 3 vehicles.

The assigned fund balance revenue and expense, should it be acquired by the district, is required to deposit into the operating capital reserve. This would be dedicated to facilities equipment and technology.

Curriculum budget includes an additional \$100,000 for multi-year curriculum planning.

Compensatory budgets were adjusted to reflect the change in entitlement and site allocations. Final staffing/supply budget changes will be determined by site administration.

Budget includes an expense transfer reduction for bond payment obligations and increases in other program categories based on Series 2019A bond restructuring.

Program category 200-299, Elementary & Secondary Instruction, includes 5 new FTE, allocation to be determined.

This budget is PRELIMINARY and subject to change.
 Reductions may be required.

Revenue & Expense Budget Summary - Fiscal Year 2020 (FY20)
General Fund

Initial Revenues:	\$	109,593,402.27
Basic Allowance:	\$	560,000.00
Assigned Revenue:	\$	600,000.00
Preliminary		
FY20 Revenue:	\$	110,753,402.27
Initial Expenses:	\$	110,868,402.00

Final Notes:

- All budget line items are still under review.
- More detail work will be done analyzing restricted revenues and expenses.
- This report is only in relation to the General Fund, which includes General, Transportation, and Capital Funds.
- This budget comparison includes all reserved and unreserved fund balances in the general fund and a final balance will not reflect a complete financial position of the district at this time.

Projected surplus/
(deficit): \$ (114,999.73) Will require additional budget adjustments.