

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Tuesday, September 10, 2019
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

1. **Guest Presentations - None**
2. **Financial Report**
 - A. Financial Report - Financial statements only (Cash Flow reports will resume later this year) 4
 - B. Approval of Payment of Claims - Attached as an "extra"
 - C. Budget Revisions 13
 - D. Wire Transfers 17
 - E. Investment Transactions 18
 - F. APU Projections - Verbal update (reports resume in October)
 - G. Fundraisers - None
 - H. Finance Education
 - 1) Levy 101 - Part II 19
3. **Bids, R.F.P.s and Quotes Reports**
 - A. Bids 21
 - 1) COPS Grant

The bid was advertised in accordance with City of Duluth Policy, Duluth Public Schools Policy, and MN State Statute. The City of Duluth is the recipient of this grant, and Duluth Public Schools is the sub recipient. The grant has a value of \$625,000.00, of which the District is responsible for the first \$156,250.00. The scope of work defined in this bid is to furnish and install security improvements at 12 school sites, which consists of access control enhancements, AiPhone upgrades, and CCTV improvements. The attached bid response reflects the proposed work scope, and the total amount of work provided in this bid is approximately \$95,000.00 UNDER allocated budget. The contract sum for the work defined in this agreement is \$248,143.00.

Recommendation: It is recommended that the Duluth School Board approve this agreement with Hunt Electric Corporation. It is also recommended that the Board Chair be authorized to sign all documents necessary for this grant.
 - B. RFPs - None
 - C. Quotes - None
4. **Policies and Regulations - None**
5. **Contracts, Change Orders, and Leases**

A. Contracts

1) MRJ Consultants 42

Attached is an agreement with MRJ Consultants, LLC, to provide professional design services as indicated and defined in the attached proposal dated August 8th, 2019. This agreement is to provide professional exterior building enclosure consulting services for both the planned tuck pointing and window replacement projects at Congdon Park Elementary School as defined in the Districts 10 Year Capital Plan. This is a multi-year agreement, with the tuck pointing scheduled for the summer of FY-21, and the window replacement scheduled for the summer of FY-22. The fee for this combined work is based on a two year total not to exceed fee of \$60,400.

Recommendation:

It is recommended that the Duluth School Board approve entering into an agreement with MRJ Consultants, LLC, to perform the work scope as defined in the attached proposal dated August 8th, 2019, with total estimated not to exceed fees of \$60,400.00.

2) Duluth Community School Collaborative (DCSC) for Collaborative Positions at Myers-Wilkins Elementary and Denfeld High School 55

Attached is an agreement with DCSC in the amount of \$94,000.00 for the 2019-20 school year (MWES for \$44,000 and DHS for \$50,000).

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

3) Jennifer Brown - Mental Health Services 60

Attached is a contract with Jennifer Brown to provide District-Wide mental health services at \$65.00/hour not to exceed \$33,800.00 for dates of service October 1st, 2019 - February 28th, 2020.

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

4) PLACEHOLDER - Essentia Health Sports Medicine

5) PLACEHOLDER - Other Contracts

B. Change Orders

1) PLACEHOLDER - Other Change Orders

C. Leases

1) PLACEHOLDER - Other Leases

6. Resolutions

A. B-9-19-3676 - Acceptance of Donations 64

Recommendation: It is recommended that the Duluth School Board approve Resolution 9-19-3676.

B. B-9-19-3677 - Authorized Bank Account Signer 65

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-19-3677.

C. B-9-19-3678 - Maximum Levy Certification 66

The School District is required by the State of Minnesota to have a proposed certified property tax levy to the home county auditor by September 30th. Because the final levy is due in December, and many changes can occur between September and December (such as the upcoming referendum), the District does a 'maximum' levy certification. This allows for continual updates to the numbers without having to re-certify each and every time the amounts change. Certification to the maximum levy amount is a common practice used by a majority of the school districts in Minnesota.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-19-3678.

D. B-9-19-3679 - Approval of Election Judges and Polling Sites for the November 5th, 2019 School Board Election - document pending

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-19-3679.

E. B-9-19-3680 - Declining the Grant of an Abatement 67

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-19-3680.

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

A. Expenditure Contracts 68

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

B. Extension or Renewal Contracts - None

C. No Cost Contracts 147

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

D. Revenue Contracts 165

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

E. Change Orders Signed - None

F. Facilities Management & Capital Project Status Report 172

G. Property Sale Updates 174

H. Naming Requests - no attachment

8. Future Items

A. Consent Agenda

B. Policy Updates

		General Fund			Percent of year	8.33%
		Jul-19				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	-	\$ 18,094,028	\$ 18,094,028	\$ 18,094,028	100%
State aids		39,430	69,862,620	69,867,340	69,827,910	100%
Special ED (fin 740)		-	13,955,922	13,955,922	13,955,922	100%
Federal		52,402	5,812,924	5,812,924	5,760,522	99%
Other		36,683	-	36,683	-	
Other Local		189,513	3,267,468	3,292,818	3,103,305	94%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
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Total Revenue	\$	318,028	\$ 112,411,983	\$ 112,478,736	\$ 112,160,708	100%
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Expenditures						
010-050 Administration	\$	185,165	\$ 5,430,487	\$ 5,430,487	\$ 5,245,322	97%
105-110 District Support Services		806,885	5,522,790	5,522,790	4,715,905	85%
200-298 Elem & Secondary Reg		610,771	44,450,886	44,450,886	43,840,115	99%
300-380 Vocational Education		13,560	1,656,336	1,656,336	1,642,776	99%
400-422 Special Education		263,881	24,295,216	24,325,286	24,061,405	99%
505-590 Community Education						
605-640 Instructional Support		58,054	4,392,611	4,392,611	4,334,557	99%
710-770 Pupil Support		298,589	7,950,242	7,986,925	7,688,336	96%
805-865 Sites and Buildings		532,238	13,434,269	13,434,269	12,902,031	96%
910-940 Fiscal & Other Fixed		6,829	3,363,554	3,363,554	3,356,725	100%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
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Total Expenditures	\$	2,775,972	\$ 111,915,412	\$ 111,982,165	\$ 109,206,193	98%
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Excess Rev Over (Under)	\$	(2,457,944)	\$ 496,571	\$ 496,571	\$ 2,954,515	

		Percent of year			8.33%	
		General Fund Unrestricted				
		Jul-19				
		FY19	FY 19 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
Revenues						
Levy	\$	-	\$ 13,865,066	\$ 13,865,066	\$ 13,865,066	100%
State aids		39,048	59,677,472	59,677,472	59,638,424	100%
Special ED (fin 740)		-	13,955,922	13,955,922	13,955,922	100%
Federal		-	-	-	-	
Other		36,683	-	36,683	-	
Other Local		87,388	2,430,255	2,430,255	2,342,867	96%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
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Total Revenue	\$	163,119	\$ 91,347,736	\$ 91,384,419	\$ 91,221,300	100%
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Expenditures						
010-050 Administration	\$	185,165	\$ 5,430,487	\$ 5,430,487	\$ 5,245,322	97%
105-110 District Support Services		806,885	5,382,790	5,382,790	4,575,905	85%
200-298 Elem & Secondary Reg		423,445	32,574,725	32,574,725	32,151,280	99%
300-380 Vocational Education		13,560	1,504,853	1,504,853	1,491,293	99%
400-422 Special Education		211,545	21,355,799	21,355,799	21,144,254	99%
505-590 Community Education						
605-640 Instructional Support		25,939	1,905,429	1,905,429	1,879,490	99%
710-770 Pupil Support		298,589	7,950,242	7,986,925	7,688,336	96%
805-865 Sites and Buildings		262,297	9,722,794	9,722,794	9,460,497	97%
910-940 Fiscal & Other Fixed		6,829	3,363,554	3,363,554	3,356,725	100%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
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Total Expenditures	\$	2,234,254	\$ 90,609,694	\$ 90,646,377	\$ 88,412,123	98%
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Excess Rev Over (Under)	\$	(2,071,135)	\$ 738,042	\$ 738,042	\$ 2,809,177	

		Percent of year			8.33%	
		General Fund Restricted Jul-19				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	-	\$ 4,228,962	\$ 4,228,962	\$ 4,228,962	100%
State aids		382	10,185,148	10,189,868	10,189,486	100%
Special ED (fin 740)		-	-	-	-	
Federal		52,402	5,812,924	5,812,924	5,760,522	99%
Other		-	-	-	-	
Other Local		102,125	837,213	862,563	760,438	88%
Student Activities		-	-	-	-	
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Total Revenue	\$	154,909	\$ 21,064,247	\$ 21,094,317	\$ 20,939,408	99%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	140,000	140,000	140,000	100%
200-298 Elem & Secondary Reg		187,326	11,876,161	11,876,161	11,688,835	98%
300-380 Vocational Education		-	151,483	151,483	151,483	100%
400-422 Special Education		52,336	2,939,417	2,969,487	2,917,151	98%
505-590 Community Education						
605-640 Instructional Support		32,115	2,487,182	2,487,182	2,455,067	99%
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		269,941	3,711,475	3,711,475	3,441,534	93%
910-940 Fiscal & Other Fixed Student Activities		-	-	-	-	
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Total Expenditures	\$	541,718	\$ 21,305,718	\$ 21,335,788	\$ 20,794,070	97%
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Excess Rev Over (Under)	\$	(386,809)	\$ (241,471)	\$ (241,471)	\$ 145,338	

Percent of year **8.33%**

**Food Service Fund
Jul-19**

	FY19 Actual	FY 19 Budget Adopted	Revised	Revised Budget Balance	Percent Budget Remaining
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	593	232,000	232,000	231,407	100%
Special ED (fin 740)	-	-	-	-	
Federal	42,736	2,674,000	2,674,000	2,631,264	98%
Other	2,344	8,000	1,400,800	1,398,456	100%
Other Local	1,365		12,500	11,135	89%
Student Activities	-	-	-	-	
Total Revenue	\$ 47,038	\$ 2,914,000	\$ 4,319,300	\$ 4,272,262	99%
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	43,509	4,315,142	4,319,642	4,276,133	99%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
Total Expenditures	\$ 43,509	\$ 4,315,142	\$ 4,319,642	\$ 4,276,133	99%
Excess Rev Over (Under)	\$ 3,529	\$ (1,401,142)	\$ (342)	\$ (3,871)	

Percent of year **8.33%**

**Community Service Fund
Jul-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ 967,904	\$ 967,904	\$ 967,904	100%
State aids	-	2,554,075	2,554,075	2,554,075	100%
Special ED (fin 740)	-	-	-	-	
Federal	479,320	2,048,958	2,048,958	1,569,638	77%
Other	-	-	-	-	
Other Local	195,952	1,992,063	1,992,063	1,796,111	90%
Student Activities	-	-	-	-	
Total Revenue	\$ 675,272	\$ 7,563,000	\$ 7,563,000	\$ 6,887,728	91%
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	145,980	7,789,371	7,789,371	7,643,391	98%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 145,980	\$ 7,789,371	\$ 7,789,371	\$ 7,643,391	98%
Excess Rev Over (Under)	\$ 529,292	\$ (226,371)	\$ (226,371)	\$ (755,663)	

Percent of year

8.33%

**Capital Projects Fund
Jul-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	-	-	-	-	
Student Activities	-	-	-	-	
Total Revenue	\$ -	\$ -	\$ -	\$ -	
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	-	-	-	-	
Total Expenditures	\$ -	\$ -	\$ -	\$ -	
Excess Rev Over (Under)	\$ -	\$ -	\$ -	\$ -	

Percent of year **8.33%**

**Debt Service Fund
Jul-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ 19,509,440	\$ 19,509,440	\$ 19,509,440	100%
State aids	216,095	2,194,363	2,194,363	1,978,268	90%
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	-	10,000	10,000	10,000	100%
Student Activities	-	-	-	-	
Total Revenue	\$ 216,095	\$ 21,713,803	\$ 21,713,803	\$ 21,497,708	99%
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	2,297,279	20,744,824	20,744,824	18,447,545	89%
Total Expenditures	\$ 2,297,279	\$ 20,744,824	\$ 20,744,824	\$ 18,447,545	89%
Excess Rev Over (Under)	\$ (2,081,184)	\$ 968,979	\$ 968,979	\$ 3,050,163	

		Trust Fund Jul-19			Percent of year	8.33%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
	Levy	\$ -	\$ -	\$ -	\$ -	
	State aids	-	-	-	-	
	Special ED (fin 740)	-	-	-	-	
	Federal	-	-	-	-	
	Other	-	-	-	-	
	Other Local	-	252,950	252,950	252,950	100%
	Student Activities	-	-	-	-	
	Total Revenue	\$ -	\$ 252,950	\$ 252,950	\$ 252,950	100%
Expenditures						
	010-050 Administration	\$ -	\$ -	\$ -	\$ -	
	105-110 District Support Services	-	-	-	-	
	200-298 Elem & Secondary Reg	-	250,000	250,000	250,000	100%
	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	-	-	-	-	
	Total Expenditures	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	100%
	Excess Rev Over (Under)	\$ -	\$ 2,950	\$ 2,950	\$ 2,950	

Percent of year 8.33%

Dental Internal Service Fund
Jul-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	49,083	878,400	878,400	829,317	94%
Student Activities	-	-	-	-	
Total Revenue	\$ 49,083	\$ 878,400	\$ 878,400	\$ 829,317	94%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	74,345	878,400	878,400	804,055	92%
Total Expenditures	\$ 74,345	\$ 878,400	\$ 878,400	\$ 804,055	92%
Excess Rev Over (Under)	\$ (25,262)	\$ -	\$ -	\$ 25,262	

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 07/31/2019

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
07/02/2019	V102915	FEDERAL 941 PR TAXES	535.28
07/02/2019	V102916	MN STATE PR TAXES	121.17
07/02/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	3.92
07/12/2019	V109781	AFSCME MN COUNCIL 5 EFT	625.24
07/12/2019	V106637	EBC - FLEX EFT	8,812.05
07/12/2019	V106636	EBC - TSA EFT	59,331.55
07/12/2019	V102915	FEDERAL 941 PR TAXES	515,586.68
07/12/2019	V107231	HARBOR POINTE CREDIT UNION	5,963.00
07/12/2019	V108066	MG TRUST	94,416.31
07/12/2019	V05173	MN CHILD SUPPORT EFT	1,539.44
07/12/2019	V108320	MN DEPT OF REVENUE EFT	268.07
07/12/2019	V102916	MN STATE PR TAXES	91,855.32
07/12/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	47,212.63
07/12/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	293,125.53
07/12/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,494,076.58
07/26/2019	V109781	AFSCME MN COUNCIL 5 EFT	661.79
07/26/2019	V106466	CITISTREET FOR MSRS	242,476.76
07/26/2019	V106637	EBC - FLEX EFT	8,812.05
07/26/2019	V106636	EBC - TSA EFT	59,131.25
07/26/2019	V102915	FEDERAL 941 PR TAXES	494,236.35
07/26/2019	V107231	HARBOR POINTE CREDIT UNION	5,963.00
07/26/2019	V108066	MG TRUST	92,999.94
07/26/2019	V05173	MN CHILD SUPPORT EFT	1,592.04
07/26/2019	V108320	MN DEPT OF REVENUE EFT	273.04
07/26/2019	V102916	MN STATE PR TAXES	88,917.90
07/26/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	44,350.38
07/26/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	281,230.94
07/26/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,415,850.96
07/30/2019	V06645	MEDICA HEALTH PLAN (EFT)	164,861.90
07/30/2019	V106638	PEIP - HLTH EFT	2,874,161.36
07/30/2019	V05012	U S BANK TRUST N A CORP EFT	2,297,278.77
07/30/2019	V80030	DELTA DENTAL PLAN OF MN(EFT)	74,345.34
07/30/2019	V104923	HARRIS BANK	36,089.33
07/30/2019	V05246	MN UI FUND EFT	15,339.71
			10,812,045.58

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

Beginning Investment Balance (June 30, 2019) \$ 13,055,503.18

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
7/25/2019	MN Trust Term Series	MNT	8/23/2019	2.15%	\$ 7,000,000.00

Total Purchases \$ 7,000,000.00

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
7/12/2019	Luana Svgs Bk Iowa	MBS	7/12/2019	2.15%	\$ 245,000.00
7/15/2019	Pinnacle Bank Nashville TN	MBS	7/15/2019	2.25%	\$ 249,000.00
7/22/2019	SouthEast Bank Farragut TE	MBS	7/22/2019	2.30%	\$ 248,000.00
7/22/2019	Bank Leumi USA New York	MBS	7/22/2019	2.25%	\$ 248,000.00
7/24/2019	Mizrahi Tefahot Bk LA CA	MBS	7/24/2019	2.30%	\$ 247,000.00
7/25/2019	21st Century Bk Loretto MN	MBS	7/25/2019	2.25%	\$ 248,000.00
7/25/2019	MN Trust Term Series	MNT	7/25/2019	2.26%	\$ 10,000,000.00
7/29/2019	Florida Capital Bank Jacksonville FL	MBS	7/29/2019	2.30%	\$ 110,000.00

Total Maturities \$ 11,595,000.00

Other items:

Add:	Money Market Funds Interest	\$ 125.50
	Beginning Value Adjustment	
	Other Interest/Cash Balance on Account (Reverse)	

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

Total Other \$ 125.50

Ending Investment Balance (July 31, 2019) \$ 8,460,628.68

Note: Ending Investment Balance as of July 31, 2018 was \$6,090,630.00

I. COMPUTATION OF 2018 PAYABLE 2019 LEVY LIMITATION BY FUND (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	INITIAL LEVY LIMITATION	LIMITATION ADJUSTMENTS	ABATEMENT ADJUSTMENTS	OFFSET ADJUSTMENTS	TAC/MAX EFF ADJUSTMENT	MAXIMUM LEVY LIMITATION
GEN-RMV VOTER-EXEMP	7,615,313.85	907,511.50-	N/A			6,707,802.35
GEN-RMV OTHER-EXEMP	4,625,355.58	170,382.00	N/A			4,795,737.58
GEN-NTC VOTER-EXEMP			N/A			
GEN-NTC OTHER-GENED	N/A	N/A	N/A	N/A	N/A	N/A
GEN-NTC OTHER-EXEMP	6,322,461.07	4,857.35-	50,961.43			6,368,565.15
TOTAL GENERAL	18,563,130.50	741,986.85-	50,961.43			17,872,105.08
COM SERV-EXEMP	1,041,437.31	462.02-	4,303.44			1,045,278.73
DEBT-VOTER-NONEXEMP						
DEBT-OTHER-NONEXEMP	21,808,498.36	984,925.64-	96,667.58			20,920,240.30
TOTAL DEBT SERV	21,808,498.36	984,925.64-	96,667.58			20,920,240.30
OPEB-VOTER-NONEXEMP						
OPEB-OTHER-NONEXEMP						
TOTAL OPEB/PENSION						
TOTAL	41,413,066.17	1,727,374.51-	151,932.45			39,837,624.11

II. COMPARISON OF 2017 PAYABLE 2018 LEVY LIMITATION WITH 2018 PAYABLE 2019 LEVY LIMITATION (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	2017 PAY 2018 LIMITATION	2018 PAY 2019 LIMITATION	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	12,382,425.63	17,872,105.08	5,489,679.45	44.33
COMMUNITY SERVICE	1,047,799.46	1,045,278.73	2,520.73-	.24-
GENERAL DEBT SERVICE	18,267,630.77	20,920,240.30	2,652,609.53	14.52
OPEB DEBT SERVICE				
TOTAL	31,697,855.86	39,837,624.11	8,139,768.25	25.68

III. COMPARISON OF 2017 PAYABLE 2018 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS WITH 2018 PAYABLE 2019 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS:

FUND	2017 PAY 2018 CERTIFIED LEVY + ADJUSTMENTS	2018 PAY 2019 CERTIFIED LEVY + ADJUSTMENTS	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	12,382,425.63	17,872,105.08	5,489,679.45	44.33
COMMUNITY SERVICE	1,047,799.46	1,045,278.73	2,520.73-	.24-
GENERAL DEBT SERVICE	18,267,630.77	20,920,240.30	2,652,609.53	14.52
OPEB DEBT SERVICE				
TOTAL AFTER ADJUSTMENTS	31,697,855.86	39,837,624.11	8,139,768.25	25.68

LINE #	LIMITATION COMPONENTS	2017 PAY 2018 LIMITATION	2017 PAY 2018 CERTIFIED LEVY	2018 PAY 2019 LIMITATION	2018 PAY 2019 PROPOSED LEVY	2018 PAY 2019 CERTIFIED LEVY NOTES
SUBTOTALS BY LEVY CATEGORY						
(5001)	GENERAL-RMV VOTER-JOBZ EXEMPT	2,462,325.42	2,462,325.42	6,707,802.35		6,707,802.35
(5002)	GENERAL-RMV OTHER-JOBZ EXEMPT	4,467,737.04	4,467,737.04	4,795,737.58	3,888,226.08	4,795,737.58
(5003)	GENERAL-NTC VOTER-JOBZ EXEMPT					
(5004)	GENERAL-NTC OTHER-GENED-EXEMPT	N/A	N/A	N/A	N/A	N/A *1
(5005)	GENERAL-NTC OTHER-JOBZ EXEMPT	5,452,363.17	5,452,363.17	6,368,565.15	6,368,565.15	6,368,565.15
(5011)	COMMUNITY SERV-NTC OTHER-EXEMPT	1,047,799.46	1,047,799.46	1,045,278.73	1,045,278.73	1,045,278.73
(5016)	GENL DEBT-NTC VOTER-NONEXEMPT					
(5017)	GENL DEBT-NTC OTHER-NONEXEMPT	18,267,630.77	18,267,630.77	20,920,240.30	20,920,240.30	20,920,240.30 *2
(5023)	OPEB DEBT-NTC VOTER-NONEXEMPT					
(5024)	OPEB DEBT-NTC OTHER-NONEXEMPT					
SUBTOTALS BY FUND						
(5006)	GENERAL FUND	12,382,425.63	12,382,425.63	17,872,105.08	10,256,791.23	17,872,105.08
(5011)	COMMUNITY SERVICES FUND	1,047,799.46	1,047,799.46	1,045,278.73	1,045,278.73	1,045,278.73
(5018)	GENERAL DEBT SERVICE FUND	18,267,630.77	18,267,630.77	20,920,240.30	20,920,240.30	20,920,240.30
(5025)	OPEB/PENSION DEBT SERVICE FUND					
SUBTOTALS BY TAX BASE						
	REFERENDUM MARKET VALUE	6,930,062.46	6,930,062.46	11,503,539.93	3,888,226.08	11,503,539.93
	NET TAX CAPACITY	24,767,793.40	24,767,793.40	28,334,084.18	28,334,084.18	28,334,084.18
SUBTOTALS BY TRUTH IN TAXATION CATEGORY						
	VOTER APPROVED	2,462,325.42	2,462,325.42	6,707,802.35		6,707,802.35
	OTHER	29,235,530.44	29,235,530.44	33,129,821.76	32,222,310.26	33,129,821.76
TOTAL LEVY						
	TOTAL LEVY	31,697,855.86	31,697,855.86	39,837,624.11	32,222,310.26	39,837,624.11
ALLOWABLE INCREASE						
	ALLOWABLE INCREASE AMOUNT				7,615,313.85	
	MAXIMUM ALLOWABLE CERTIFIED LEVY				39,837,624.11	

FOOTNOTES:


*1 STUDENT ACHIEVEMENT (GENED) LEVY PHASED OUT AFTER PAY 2017

*2 SCHOOL BUILDING BOND AGRICULTURAL CREDIT WILL BE CALCULATED USING THE GENERAL DEBT SERVICE LEVY CATEGORIES

NOTE TO SCHOOL DISTRICTS: MUST CERTIFY PROPOSED AND FINAL LEVIES VIA THE WEB-BASED LEVY CERTIFICATION SYSTEM AVAILABLE ON THE MDE WEBSITE, [HTTP://EDUCATION.STATE.MN.US](http://EDUCATION.STATE.MN.US).

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: September 9, 2019

Re: City of Duluth Bid #19-6601 – ISD 709 Access Control Improvements District Wide
– Federal Cops Grant

The above bid was advertised in accordance with City of Duluth Policy, Duluth Public Schools Policy, and MN State Statute. The City of Duluth Purchasing Department received on bid for this work, and after review with DOJ guidelines it was deemed to be compliant and sufficient. The City of Duluth is the recipient of this grant, and Duluth Public Schools is the sub recipient. The grant has a value of \$625,000.00, of which the District is responsible for the first \$156,250.00. The scope of work defined in this bid is to furnish and install security improvements at 12 school sites, which consists of access control enhancements, iPhone upgrades, and CCTV improvements.

The attached bid response reflects the proposed work scope, and the total amount of work provided in this bid is approximately \$95,000.00 UNDER allocated budget.

Attached are four copies of an agreement with HUNT ELECTRIC CORPORATION, to provide identified improvements for the lump sum amount of **\$248,143.00**, plus add alternates consisting of #1 in the amount of \$1272.00 per unit, #2 in the amount of \$1602.00 per unit, and #3 in the amount of \$2042.00 lump sum.

Recommendation:

I am recommending that Ms. Rosie Loeffler-Kemp, School Board Chair, enter in agreement, on behalf of the School Board, with HUNT ELECTRIC CORPORATION, as authorized by the regular School Board Meeting on September 17, 2019.

The contract sum for the work defined in the agreement is **\$248,143.00**.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into on the 17th day of September, 2019 by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and HUNT ELECTRIC CORPORATION, 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 ISD 709 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 September 17th, 2019, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance. Complete all work as defined in City of Duluth Bid #19-6601, ISD 709 Access Control Improvements District Wide, for a lump sum of \$248,143.00. To include add alternates defined as add alternate #1 unit price - \$1272.00, add alternate #2 unit price - \$1602.00, add alternate #3 unit price - \$2042.00**
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a **lump sum base bid of \$248,143.00**. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice and all reports (if defined in scope of work);
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: HUNT ELECTRIC CORPORATION, 4330 West 1st Street, Suite B, Duluth MN 55807.

12. **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 ISD 709.

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

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

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. 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 quote requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

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

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

20. **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.

21. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

23. **Representatives of ISD 709.** 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

24. **Protection of ISD 709.** 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.

25. **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.

26. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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

Contractor Signature SSN/Tax ID Number 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 (include full 16-digit code):

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

CFO/Superintendent of Schools/Board Chair Date

**BID FORM
 BID # 19-6601
 ISD 709 ACCESS CONTROL IMPROVEMENTS DISTRICT WIDE**

The resultant contract will be a lump sum not-to-exceed.

Please enter your price to provide all labor, materials, articles, equipment, incidentals, items, tools, services, supplies, methods, operations, skills in such quantities as may be necessary to complete all work required to provide a turnkey solution for each location below.

SITE #	LOCATION	LUMP SUM FOR ACCESS CONTROL	LUMP SUM FOR AIPHONE	LUMP SUM FOR OFFICE CCTV	TOTAL LUMP SUM FOR LOCATION
1	Congdon Park Elementary School	7,429.00	8,002.00	3,617.00	19,048.00
2	East High School	7,321.00	7,944.00	3,509.00	18,774.00
3	Homecroft Elementary School	17,414.00	7,945.00	3,846.00	29,205.00
4	Lakewood Elementary School	17,636.00	7,945.00	3,660.00	29,241.00
5	Laura MacArthur Elementary School	7,622.00	8,425.00	3,491.00	19,538.00
6	Lester Park Elementary School	6,608.00	7,945.00	3,599.00	18,152.00
7	Lincoln Park Middle School	7,147.00	7,945.00	3,599.00	18,691.00
8	Lowell Elementary School	6,644.00	7,945.00	3,599.00	18,188.00
9	Myers Wilkins Elementary School	6,608.00	7,806.00	3,599.00	18,013.00
10	Ordean East Middle School	7,149.00	7,805.00	3,936.00	18,890.00
11	Piedmont Elementary School	6,945.00	7,806.00	3,599.00	18,350.00
12	Stowe Elementary School	10,985.00	7,806.00	3,262.00	22,053.00
	TOTAL T & M NOT TO EXCEED PER COLUMN=	109,508.00	95,319.00	43,316.00	248,143.00

TOTAL NOT TO EXCEED FOR ALL LOCATIONS IN WRITING

BID # 19-6601
ISD 709 ACCESS CONTROL IMPROVEMENTS DISTRICT WIDE

ADDITIONAL PRICING

1. One (1) each Panasonic WVS2131L 1080 P Indoor Dome camera W/IR LED – price to include 300' run of Cat 6a cable max and any and all associated mounting components fully installed and operational. \$ 1,272.00
2. One (1) each Panasonic WVS2531LN 1080 P outdoor Vandal Dome camera W/IR LED – price to include 300' run of Cat 6a cable max and any and all associated mounting components fully installed and operational. \$ 1,602.00
3. One (1) lump sum to furnish and fully install district-wide C-Cure 9000 AiPhone integration license, to include all programming and miscellaneous labor. \$ 2,042.00

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM # 1	- 8/13/2019	INITIAL/DATE	<u>PS</u>	9/5/2019
ADDENDUM # 2	- 8/14/2019	INITIAL/DATE	<u>PS</u>	9/5/2019
ADDENDUM # 3	- 8/23/2019	INITIAL/DATE	<u>PS</u>	9/5/2019
ADDENDUM #		INITIAL/DATE		

Signature Paul Scinocca Date 9/5/2019

Name/Title Paul Scinocca / Project Manager

Company Name Hunt Electric Corporation

Address 4330 West 1st Street, Suite B

City, State, Zip Duluth, MN 55807

Tel. 218-624-6517 E-Mail pscinocca@huntelec.com

If your organization is certified as a Disadvantaged Business Enterprise, please check here:

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT NUMBER: 19-6601

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
<p>(1)</p>	<p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
<p>(2)</p>	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* (vii) has been convicted of a violation of section 609.52, subd 2 (19).

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:



Printed Name:

Jeffrey Tyllia

Title:

Executive Vice President

Date:

9/5/2019

Company Name:

Hunt Electric Corporation

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

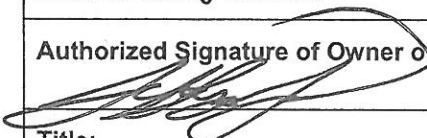
SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT NUMBER: 19-6601

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Northern Door & Hardware	Duluth, MN
Johnson Controls	Duluth, MN

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p>	
<p>All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
<p>Authorized Signature of Owner or Officer: </p>	<p>Printed Name: Jeffrey Tyllia</p>
<p>Title: Executive Vice President</p>	<p>Date: 9/5/2019</p>
<p>Company Name: Hunt Electric Corporation</p>	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

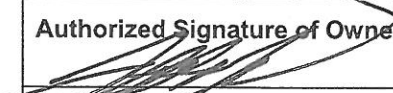
PROJECT NUMBER: 19-6601

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
N/A	

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p>	
<p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
<p>Authorized Signature of Owner or Officer: </p>	<p>Printed Name: Jeffrey Tyllia</p>
<p>Title: Executive Vice President</p>	<p>Date: 9/5/2019</p>
<p>Company Name: Hunt Electric Corporation</p>	

Bid Bond

Bond No. Bid Bond**CONTRACTOR:**

(Name, legal status and address)
Hunt Electric Corporation
7900 Chicago Avenue S
Bloomington, MN 55420

SURETY:

(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
City of Duluth
120 City Hall 411 West 1st Street
Duluth, MN 55802

BOND AMOUNT: Five Percent of Total Bid (--5%--)**PROJECT:**


(Name, location or address, and Project number, if any)
Bid Number: 19-6601, ISD 709 Security Improvements - District Wide, Duluth, MN


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23th day of August, 2019.

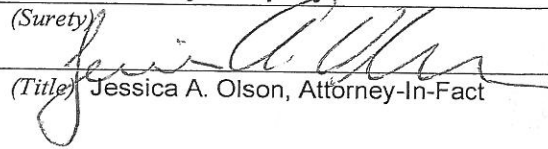

(Witness)


(Witness)

Hunt Electric Corporation*(Principal)*

 *(Seal)*
Executive Vice President

*(Title)***Western Surety Company***(Surety)*

 *(Seal)*
(Title) Jessica A. Olson, Attorney-In-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)
ss

On the _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me duly sworn, did depose and said that he/she resides in _____ that he/she is a member, manager, or officer of the limited liability company of _____ and that he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
My commission expires _____

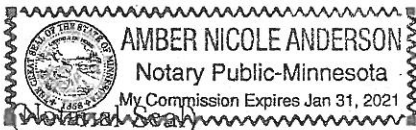
(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St. Louis)
ss

On the 26 day of August, 2019, before me personally appeared Jeffrey Tyllia to me known, who being by me duly sworn, did depose and say: that he resides in Minnesota that he is the Executive Vice President of the Hunt Electric Corporation

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

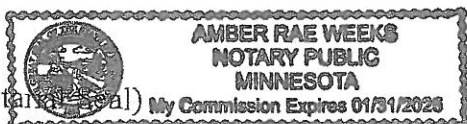


Notary Public, Amber Anderson
County, St. Louis
My commission expires 1/31/2021

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)
ss

On the 23rd day of August, 2019, before me appeared Jessica A. Olson to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, Amber Weeks
County, Scott
My commission expires January 31, 2025

(Notarial Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathryn A Dircz, Dennis G Diessner, Thomas M Reuder, Mark N Kampf, Jessica A Olson, Erica J Boldt, Matthew M Kampf, Julia C Ertz, Amy M Burns, Rocklyn C Bullis, Individually

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of April, 2019.



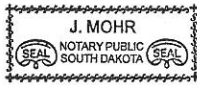
WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of April, 2019, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of August, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH PUBLIC SCHOOLS
215 NORTH FIRST AVENUE EAST, DULUTH, MINNESOTA 55802
**SUPPLEMENTARY CONDITIONS & INSURANCE REQUIREMENTS
FOR INDEPENDENT CONTRACTORS**

A) GENERAL LIABILITY INSURANCE:

The Contractors shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota such insurance, in an occurrence form, as will protect the Contractor from claims set forth below which may rise out or result from the Contractor's operation under the contract and for which a Contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees.

Claims for damages insured by usual Comprehensive General Liability coverage, including but not limited to personal injury and bodily injury coverages, which are sustained (1) by a person as a result of any offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

Claims for damage other than to the work itself because of injury to or to destruction of tangible property including loss of use resulting there from.

Claims involving contractual liability insurance applicable to the Contractors obligations under the terms of the specific contract between the Contractor and ISD 709.

Such insurance shall be subject to "I.S.O. Comprehensive General Liability Form" or equivalent.

This insurance shall be written in an occurrence form and for limits not less than the following stated limits, or such other amounts established as the maximum liability of this Independent School District pursuant to Minnesota Statutes § 466.04 as that Statute provides on the date of this Contract, whichever is greater:

COMBINED SINGLE LIMIT OF	\$1,500,000 PER OCCURRENCE
PRODUCTS AND COMPLETED OPERATIONS LIABILITY	\$1,500,000 PER OCCURRENCE

Coverage limits shall be doubled when the claim arises out of the release or threatened release of a hazardous substances as required by Minnesota Statutes § 466.04.

Coverage shall be maintained without interruption from day of commencement of the work until date of final payment and termination of any coverage required to maintain after final payment.

Prior to the commencement of work the Contractor shall provide ISD 709 with a certificate of the above described General Liability Insurance, namely ISD 709 as "Additional Insured". This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

B) WORKERS COMPENSATION:

The contractor shall maintain Workers Compensation Insurance in accordance with Minnesota Statutes.

Evidence of this insurance shall be submitted to ISD 709 in the form of a certificate. This certificate shall provide thirty (30) days written notice to ISD 709 should the policy be modified or canceled before the expiration date.

C) AUTOMOBILE LIABILITY INSURANCE:

When the Contractor will use motor vehicles during the course of completing the work covered by this contract the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota, Automobile Liability Insurance, including Personal Injury Protection and Uninsured and Underinsured Motorist Liability, at limits not less than as outlined below:

COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT
AND	
PERSONAL INJURY PROTECTION	STATUTORY
AND	
UNINSURED AND UNDERINSURED MOTORIST COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT

The Contractor shall provide ISD 709 with a certificate of the above described Automobile Liability Insurance prior to the commencement of the work. This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

D) PROPERTY INSURANCE:

Unless otherwise provided in the specifications, the Contractor shall maintain Property Insurance (builders risk completed value) in the amount of the contract sum as well as subsequent modifications there-to for the entire period of the contract on a replacement cost basis. Such insurance shall be on an all risk basis including theft and shall protect the interest of ISD 709, the Contractor and Subcontractors and shall name ISD 709 as an additional insured.

E) PERFORMANCE BOND AND PAYMENTS BOND:

If the contract price is greater than \$50,000, unless otherwise indicated, the Contractor shall furnish a bond in the amount of the contract price 38 covering faithful performance of the contract and payment of obligations arising there under as required by Minnesota Statutes § 574.26, the required “Performance and Payment Bond AIA A312” form for this purpose is attached and shall become part of the contract documents.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligation arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

F) BID BOND:

Bid Bond: A bid bond or certified check payable to ISD 709 in an amount not less than five percent (5%) of the amount of the bid must accompany the bid if requested in the specifications.

Responses to ISD 709’s Request for Quotation does not require submittal of a Bid Bond.

G) CONTRACTOR’S AFFIDAVIT:

Prior to final payment, Contractor must submit a complete “Contractor’s Affidavit” for Sole Proprietor or Partnership/Corporation on the form attached.

H) CONSENT OF SURETY TO FINAL PAYMENT

Prior to final payment, Contractor must submit a complete “Consent of Surety to Final Payment”.

I) RESPONSIBLE CONTRACTOR CERTIFICATION

Contractor shall complete Responsible Contractor Verification (if quote exceeds \$50,000) as defined in Minnesota Statutes § 16C,285, subdivision 3.

J) WAGE RATES AND HOURS:

The Contractor shall pay wages and benefits as required by the Minnesota Prevailing Wage Act, Minn. Stat. § 177.41, et seq. Any wage determinations which are found to be in error do not relieve the Contractor from responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the State Department of Labor and Industry. The Owner will not be held liable for increased labor costs, errors or changes to rates or classifications prior to awarding the construction contract. To the extent the federal Davis-Bacon Act applies, the Contractor is responsible for complying with its requirements.

A copy of the Prevailing Wage Determination Schedule has been included in these specifications, and is made a part hereof.

K) WITHHOLDING AFFIDAVIT:

When applicability is indicated in the specification: Prior to final payment to the Contractor for work performed pursuant to this bid the Contractor shall complete “Withholding Affidavit for Contractors IC-134” or “Exemption from Surety for Non-Minnesota Contractors SD-E” on attached forms as required by the Minnesota Department of Revenue. Unless otherwise stipulated in the contract, for purposes of final payment, 5% of the total contract amount will be retained pending the receipt of a fully executed IC-134.

L) TIMELY PAYMENT OF SUBCONTRACTORS:

Within ten (10) days of Contractor’s receipt of payment from ISD 709, the Contractor must pay any subcontractor retained by Contractor for undisputed services provided by the subcontractor in furtherance of the contract work. Any undisputed amount due such subcontractor not paid on time shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or any part of a month, which shall be paid by the Contractor. If the unpaid balance is \$100.00 or more, the minimum monthly interest payment shall be \$10.00. Contractor is advised that by reason of Minn. Stat. §471.425, Subd. 4a, if a subcontractor prevails in a civil action to collect interest penalties from a prime contractor, the subcontractor must be awarded its costs and disbursements, including attorney’s fees incurred in bringing the action.

M) CONTRACTOR'S RECORDS:

Subject to 1998 Minnesota Laws ch 386, art. 1, § 6: the books, records, documents, accounting procedures and practices of the successful bidder relevant to the project are subject to examination by ISD 709 or its designated representative and the State Auditor or Legislative Auditor as deemed appropriate for three (3) years after the final payments are made and all other pending matters are closed.

N) CONTRACTOR/SHORT TERM WORKER ACKNOWLEDGEMENT PROCEDURE:

In order to protect the contractor, building owner and occupants from any unexpected material disturbance, it is prudent to ensure that all persons with access to building materials be informed and knowledgeable about appropriate procedures when working around Asbestos Containing Material (ACM). This would include contractors, such as electrical, plumbing, remodeling, etc. The School District requires the contractor to be familiar with the Asbestos Management Plan for the building they are working in, indicate that they and their crew have either experience or training in working around ACM and have read and signed the Contractor/Short Term Worker Acknowledge Form. The signed form shall stay with the Asbestos Management Plan for the building. The Building Engineer shall monitor the work and report any disturbance of ACM to Facilities Management.

O) AMENDMENTS TO AIA DOCUMENT A201:

When the AIA document A201 “2007 General Conditions of the Contract for Construction” is used the attached shall apply.

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this ____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's E.I. Number _____
(Number used on employer's quarterly Federal Tax return)



INDEPENDENT SCHOOL DISTRICT NO. 709

ASBESTOS CONTAINING MATERIALS
CONTRACTOR/SHORT TERM WORKER
ACKNOWLEDGEMENT FORM

The Contractor's representative(s) will meet with the building Engineer on site to review the areas where they will be working within the building. The building Engineer will review the Asbestos Management Plan and determine if there is any asbestos containing materials located in the proposed work area. Appropriate action will be taken based on what the building Engineer finds. I understand that Asbestos Containing Material (ACM) may be undetected, especially if it is located within or behind existing structures. I further understand that if I encounter or suspect ACM, I must cease work and contact the building Engineer. I am knowledgeable in the appropriate procedures to work around or near ACM.

Date: _____

Contractor's Representative's Signature: _____

Contractor's Representative's Printed Name: _____

Company Phone Number: _____

Emergency Phone Number: _____

Company Name: _____

City, State: _____

Address: _____

Project Description: _____

Bid Number or Quote Number: _____

-----Office Use-----


AHERA Designated Person's Signature: _____

School: _____ Date: _____

THIS FORM MUST BE RETURNED TO FACILITIES MANAGEMENT BEFORE THE WRITTEN
AUTHORIZATION TO PROCEED IS ISSUED TO THE CONTRACTOR

Memorandum

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

From: Dave Spooner 
Manger of Facilities

Date: August 13, 2019

Re: MRJ Consultants, LLC - Proposal for Design, Bid, and Associated Construction
Observation and Administration Services – FY-21 Congdon Park Tuck Pointing &
FY-22 Congdon Park Exterior Window Replacement.

Attached are two copies of an agreement with **MRJ Consultants, LLC**, to provide professional design services as indicated and defined in the attached proposal dated August 8th, 2019. This agreement is to provide professional exterior building enclosure consulting services for both the planned tuck pointing and window replacement projects at Congdon Park Elementary School as defined in the Districts 10 Year Capital Plan.

This is a multi-year agreement, with the tuck pointing scheduled for the summer of FY-21, and the window replacement scheduled for the summer of FY-22. The fee for this combined work is based on a two year total not to exceed fee of \$60,400

Recommendation:

It is recommended that the Duluth School Board approve entering into an agreement with **MRJ Consultants, LLC**, to perform the work scope as defined in the attached proposal dated August 8th, 2019, with total estimated not to exceed fees of \$60,400.00.

Enclosures

MRJ Consultants, LLC

Roof and Building Exterior Solutions

Mr. David J. Spooner, CEE

August 8, 2019

Manager of Facilities

2015 North 1st Avenue E, Duluth, MN 55802

RE: Congdon Park Elementary – Masonry and Window Restoration

Dear Mr. Spooner:

As requested, we are providing you a proposal to provide professional exterior building enclosure consulting services for the upcoming masonry restoration and window replacement projects at Congdon Park Elementary. Our services would include developing project construction and bid documents, specifications and construction drawings, bid assistance and contract administration, pre-construction and construction observation and quality control inspection during the construction phase of the project.

The proposed project consists of tuckpointing brick and sealant joint repairs throughout the original vintage structure of the building. This will be considered Phase I of the project. Phase II of the project would be the complete replacement of the exterior windows in the vintage and older addition sections of the building. At this time, it is our understanding that the school district would like to complete these projects in a multiyear phased sequence starting in 2020 with the tuckpointing and sealant restoration of the vintage building. The second phase of the project would be completed in 2021 and would involve the replacement of the exterior windows.

We propose to provide the services described above in several stages over the next 2 years. The services would be provided as follows:

MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

Pre-Project Consulting/Design Phase: Sept- Nov, 2019

1. Pre-project review of the existing site conditions, building documents, and background information.
2. Meet with school district personnel to clarify and define project scope and expectations.
3. Conduct a thorough site assessment and review to note any changes and/or conditions from the assessment conducted in 2014.
4. Conduct product, material, and manufacturer research to present viable windows and alternatives to the district.
5. Pre-design discussion with the district regarding detailing, schedule, staging, preliminary budgets, and material selection.
6. Project document preparation including specifications and technical sections, bid and contractor qualification sections, installation and safety requirement sections and thorough CAD drawings.
7. The project documents will include updated design and specification information from the previously prepared 2015 documents along with the development of separate project specifications and technical requirements and drawings for the window replacement project.
8. We propose to have final project documents for the Masonry Phase I project completed and ready to bid by December 1, 2019. We would have 95% project documents for the Window Phase II project also completed by December 1, 2019.

Proposed Fee: \$14,400.00

MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

Masonry Restoration Phase I Bid and Contract Administration: Jan , 2020

1. We propose to bid the Masonry Phase I project in early January 2020.
2. We will assist the district in preparing advertisement to bid and notifying the local paper and building exchange of the project. Project Documents will be provided to the exchange. We will also notify qualified local masonry contractors of the project and invite them to bid.
3. A Pre-bid meeting and site review will be scheduled for the contractors and suppliers in mid- late January 2020.
4. MRJ Consultants will provide a Pre-bid meeting minutes and any addenda that may be required.
5. We will assist the District with review of contractor bids and provide a letter of recommendation to the selected qualified bidder.
6. AIA contract documents will be prepared and sent to the District and Contractor for contract execution. MRJ Consultants will request contractor submittals, insurance information and tentative schedules for review and approval.

Proposed Fee: \$2,800.00

MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

Masonry Restoration Phase I Construction Administration: June 1-Aug 15, 2020

1. Prior to project set up and staging, a Pre-Construction meeting will be held with all parties at the site to discuss staging, access, safety, sequence of construction, crew size and other pertinent issues.
2. Once construction begins, MRJ Consultants will provide periodic site observations of the construction, noting work process, materials and compliance with project requirements. Photographs of observed conditions will be provided along with weekly project reports.
3. We will review all contractor correspondence, pay requests and address any unforeseen conditions or questions that may arise.
4. Prior to completion of the project, we will conduct a substantial completion review and provide a final punch list report to the contractor noting items and requirements that need to be addressed before final completion.
5. A final completion review will be conducted with all parties. All closeout and final project documents will be reviewed prior to recommendation to the District for final acceptance.

Proposed Fee: NTE: \$20,000.00

Our services will be based on a T&M basis per the following fee basis. The estimated budget is based on a construction period of approximately 9 weeks with 2 site observations per week. It also includes site visits for the pre-construction meeting, any necessary progress meetings and final project walkover. The actual fee will depend on numerous factors, including weather conditions, contractor performance and progress, any unforeseen conditions or issues.

MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

Window Replacement Phase II Document Finalization / Bid and Contract Administration Phase: Aug- Nov, 2020

1. We propose to bid the Window Replacement Phase II project in October 2020 for 2021 construction. The lead time for windows can vary significantly from 10-15 weeks. To ensure a spring 2021 start, we recommend bidding the project in fall 2020.
2. We will finalize the project documents and we will assist the district in preparing advertisement to bid and notifying the local paper and building exchange of the project. Project Documents will be provided to the exchange. We will also notify qualified window contractors of the project and invite them to bid.
3. A Pre-bid meeting and site review will be scheduled for the contractors and suppliers in Fall 2020
4. MRJ Consultants will provide a Pre-bid meeting minutes and any addenda that may be required.
5. We will assist the District with review of contractor bids and provide a letter of recommendation to the selected qualified bidder.
6. AIA contract documents will be prepared and sent to the District and Contractor for contract execution. MRJ Consultants will request contractor submittals, insurance information and tentative schedules for review and approval.

Proposed Fee: \$3,200.00

MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

**Window Replacement Phase II Construction Administration: June 1-
Aug 15, 2021**

1. Prior to project set up and staging, a Pre-Construction meeting will be held with all parties at the site to discuss staging, access, safety, sequence of construction, crew size and other pertinent issues.
2. Once construction begins, MRJ Consultants will provide periodic site observations of the construction, noting work process, materials and compliance with project requirements. Photographs of observed conditions will be provided along with weekly project reports.
3. We will review all contractor correspondence, pay requests and address any unforeseen conditions or questions that may arise.
4. Prior to completion of the project, we will conduct a substantial completion review and provide a final punch list report to the contractor noting items and requirements that need to be addressed before final completion.
5. A final completion review will be conducted with all parties. All closeout and final project documents will be reviewed prior to recommendation to the District for final acceptance.

Proposed Fee: NTE: \$20,000.00

Our services will be based on a T&M basis per the following fee basis. The estimated budget is based on a construction period of approximately 9 weeks with 2 site observations per week. It also includes site visits for the pre-construction meeting, any necessary progress meetings and final project walkover. The actual fee will depend on numerous factors, including weather conditions, contractor performance and progress, any unforeseen conditions or issues.

MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

TOTAL FEE SUMMARY:

- 2019 Masonry Restoration Design/ Reissue \$5,200.00
- 2020 Masonry Restoration Bid Administration \$2,800.00
- 2020 Masonry Restoration Construction Admin. NTE: \$20,000.00

- 2019 Window Replacement Design Documents \$9,200.00
- 2020 Window Replacement Bid Administration \$3,200.00
- 2021 Window Replacement Construction Admin. NTE: \$20,000.00

TOTAL: NTE: \$60,400.00

HOURLY FEES:

- Sr. Consultant / Registered Professional \$130/hr.
- Building Exterior Technician \$85/hr.
- CAD Technician / Designer \$80/hr.

The above hourly rates apply to all travel, site and meeting time. Mileage and travel expense are included in the hourly rate. Any overnight hotel expense would be billed at actual cost.

We appreciate this opportunity to provide Duluth Schools with this proposal and look forward to working with you on this project. If you should have any questions regarding this proposal or the proposed services, please contact me.

Respectfully,

 Mike Johnston RRC
 MRJ Consultants, LLC
 612-406-5996
 m.johnstonrrc@gmail.com

Accepted By _____

Date _____

MRJ Consultants, LLC
 5712 Royal Oaks Drive
 Shoreview, MN 55126

AGREEMENT

THIS AGREEMENT, made and entered into on the 13th day of August 2019 by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **MRJ Consultants, 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 13, 2019, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance. The Design, Bid, and Associated Construction Observation and Administration Services – FY-21 Congdon Park Tuck Pointing & FY-22 Congdon Park Exterior Window Replacement for the not to exceed fee of \$60,400.00.**
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$60,400.00 as per proposal. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice and all reports (if defined in scope of work);
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Mike Johnston, RRC, MRJ Consultants, LLC., 5712 Royal Oaks Drive, Shoreview, MN 55126

12. **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 ISD 709.

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

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

accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. 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 quote requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

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

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

20. **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.

21. **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.

ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of ~~\$1,500,000.~~

\$1,000,000. Per email dated Aug 13 2019 from Laura Smith-Tremble / Dave Spooner.

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

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

Dave Spooner

<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

24. **Protection of ISD 709.** 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.

25. **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.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1st, 2019 and shall remain in effect until June 30th, 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.** Performance under this agreement is defined in the Memorandum of Understanding.

3. **Background Check.** *(applies to contractors working independently 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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$94,000.00. Funding for these positions is allocated through Myers-Wilkins Elementary in the amount of \$44,000.00 and Denfeld for the amount of \$50,000.00.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Cathy Erickson, CFO, 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) Duluth Community School Collaborative, 1027 N 8th Ave E, Duluth, MN 55805 Attn: Katherine Mueller, Agency Administrator .

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 shall procure and maintain continuously in force a policy of insurance covering all of its activities on the District's premises. A Commercial General Liability Insurance policy shall be maintained in force by Contractor throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Contractor activities occurring on or within the District's premises whether said activities are performed by employees or agents under contract to Contractor. Contractor shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The District does not represent or

guarantee that these types or limits of coverage are adequate to protect Contractor's interests and liabilities.

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.

Contractor shall provide the District with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the District. The District shall be named as an additional insured on the policies of insurance required by this Agreement.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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.

THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

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 either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

XX Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	211	215	317	000	130500 (DHS)
01	203	540	317	000	130500 (MWES)

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Chair of the Board of Directors, Duluth Community School Collaborative Date

Agency Administrator, Duluth Community School Collaborative Date

School Board Chair, ISD 709 Date

Chief Financial Officer, ISD 709 Date

Superintendent, ISD 709 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Jennifer Brown, 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: 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.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1, 2019 and shall remain in effect until February 28, 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.** *Promotes mental health and facilitates student learning by providing a range of services including psychological and psychoeducational assessments, consultation, direct service, program planning and evaluation, and supportive research.*

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 a rate of \$65/hourly not to exceed 65 days up to a sum not to exceed \$33,800.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brenda Vieths, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2126 Lakeview Drive, Duluth, MN 55803.

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

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

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

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

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

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

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

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

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

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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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>Jennifer Brown</u>	_____	<u>8/22/19</u>
Contractor Signature	SSN/Tax ID Number	Date
<u>Patrick L. Ward</u>	_____	<u>8/23/19</u>
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval.

This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

01 - 420 - 005 - 740 - 000 - 1157.00
XX - XXX - XXX - XXX - XXX - XXXXXX

Check this box if the contract will be paid using Student Activity Funds

Check this box if this contract is a no-cost contract such as a Memo of Understanding

<u>Catharine E. Hoover</u>	<u>8-23-19</u>
CFO/Superintendent of Schools/Board Chair	Date

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	James R Dovorany	In Kind	Automotive Class	1999 Ford Explorer
Denfeld	Conrad Sunde	In Kind	Automotive Class	2003 Toyota Tacoma
Denfeld	Daniel Gunderson	In Kind	Automotive Technology Program	2006 Honda Civic Hybrid
District- Wide	Duluth Lions Club	\$4,821.00	Audiology Equipment	
Headstart	Jane Killough	\$50.00	None	
Lincoln Park	Tim Kratz	In Kind	Orchestra	Donated 2 saxophones
Lowell	Central Cross County Skiing	In-Kind	None	Skis
Myers- Wilkins	Medica	In Kind	None	Student school supplies
Myers- Wilkins	Jerry Sandvick and Lynda Lund	\$350.00	Student supplies or needs	

RESOLUTION

Authorized Bank Account Signer – September 2019

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
East High School	HPCU Northshore Bank Northshore Bank	XXXX6 XXXXXX2 XXXXXX9	Alyssa Thompson	

RESOLUTION
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 17, 2019 at 6:30 PM in the Board Room of the Historic Old Central High School, and will receive input from the public on the proposed certified levy for 2019 payable in 2020.

THEREFORE BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2019 payable 2020 at the maximum amount.

RESOLUTION
Declining the Grant of an Abatement

Whereas, on September 6, 2019, Independent School District 709 (the “District”) received a written request from the City of Duluth to participate in the grant of an abatement of property taxes for a residential rental project to be located at the corner of Lake Avenue and 1st Street in downtown Duluth (the “Project”) on property legally described as Lots 1 and 3, Duluth Proper 1st Division East 1st Street, St. Louis County, Minnesota; and

Whereas, the District has determined that it is not in its best interest to grant an abatement of property taxes for the Project.

Now, therefore, be it resolved, that the District hereby declines to grant an abatement of property taxes on the parcels relating to the Project.

**Expenditure Contracts Signed
August 2019**

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

Name	Amount (not to exceed)	Contract Source (*how paid for)	Description
Joseph Montano Sr	\$10,000.00	American Indian Education (DR)	Provide cultural opportunities such as drumming, teaching moccasin game and organizing events
YWCA Superior	\$500.00	Community Education (DR)	Pool and waterslide use
Emily Engel	\$112.50	Curriculum (DR)	Sign language interpreter for staff development day
Mark Overland	\$3,000.00	Curriculum (DR)	Audio for staff development day
Cassandra Williams	\$200.00	Curriculum (DR)	Sign language interpreter for staff development day
Mary Jo Merrick Lockett	\$350.00	Denfeld (DR)	Presenter for staff development day
Equity Alliance Minnesota	\$2,000.00	East (DR) Ordean East (DR)	Presenters for staff development day
Duluth Congregational Church	\$2,720.00	East (SAF)	Lease parking spaces for students
Elite Training & Graphics/Sun Solutions	\$13,075.00	Facilities (DU)	Safety film on windows at Denfeld and Rockridge
School Date Books	\$65.90	Lester Park (SAF)	Date books
Muy Pizza MN LLC	\$11,000.00	Purchasing (DR)	Food for DASH program at Denfeld
Jennifer Brown	\$11,960.00	Special Services (DR)	Mental health services
Americorps	\$1,800.00	Stowe (DR)	KG-3 Reading Corps

*** 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 12th day of August 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 August 12, 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.** The Contractor will provide cultural opportunities such as drumming, teaching moccasin game, and organizing events for the American Indian Education Department, district wide.

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 \$ 10,000 (Ten 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 compensation, 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 Washington, 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.

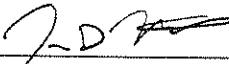

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

		08/12/2019
Contractor Signature	SSN/Tax ID Number	Date
		8/13/19
Program Director		Date

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

01	605	005	320	340	130500
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Catherine Echar

8-20-19

CFO/Superintendent of Schools/Board Chair

Date

SUPERIOR-DOUGLAS COUNTY FAMILY YMCA

BUILDING RENTALS

74

Rev. April 2019

Name of Renter:	KATHERINE ROBILLARD – DULUTH YMCA KEY ZONE		
Current YMCA Member?	N/A		
Date/Type of Rental:	21 AUGUST 2019 – YOUTH GROUP RENTAL OF REC POOL INCLUDING WATERSLIDE		
Phone Number:	218-590-1501		
Mailing Address:	CARRIE COPPERUDE: 720 N CENTRAL AVE, DULUTH, MN 55807		
Email Address:	ND.KATHERINE.ROBILLARD@ISD709.ORG		
Rental Schedule:	12:30-2:00 IN REC POOL WITH WATERSLIDE. GROUP MAY USE OUTDOOR TENT BEFORE/AFTER IF THEY PLAN ON ALSO HAVING LUNCH HERE.		
Will there be any children UNDER the age of 7?	YES: 1:3 adult/child ratio will be observed	NO: At least one adult will remain in pool area	N/A
TOTAL COST OF PARTY	\$4/CHILD – ADULT STAFF SWIM FOR FREE		

Party DEPOSIT must be paid at time of booking before reservation process is complete. Church/school/youth group rental fees are paid-in-full at time of check-in based upon actual head count. These outside organizations must provide a certificate of liability insurance on which the Superior YMCA is named as an "Additional Insured" specific for the date of the rental. **ALL fees are non-refundable.** Rental cancellations must be made a minimum of one month in advance and may only be rescheduled. Rental payment can be made by calling 715-392-5611.

RENTAL TYPE	YMCA MEMBER	GENERAL PUBLIC
Birthday Party w/Rec Pool **25 Swimmer Limit**	\$120	\$180
Rec Pool Rental **25 Swimmer Limit**	\$90/hour	\$135/hour
Lap Pool Rental **25 Swimmer Limit**	\$54/hour	\$81/hour
½ Gym Rental	\$42/hour	\$63/hour
Multipurpose Room Rental **40 Person Limit**	\$30/hour	\$45/hour
Conference Room Rental **10 Person Limit**	\$20/hour	\$30/hour
Church, School, Youth Group Rental Rates	\$4.00 / CHILD ADULT STAFF MAY SWIM AT NO ADDITIONAL CHARGE	

GUIDELINES TO BE FOLLOWED DURING ALL RENTALS

- Rental Groups are required to designate one individual, 21 years of age or older, as the "responsible individual" for the conduct of the group while at the YMCA
- There must be a minimum of 1 adult for every 10 youth under the age of 7 unless prior approval is given
- Groups are expected to leave the building clean and undamaged. Tables and chairs should be wiped off and returned to where they were found.
- All items in the assigned party room must be left alone on shelves or stored as found. Please do not hang decorations from the ceiling tiles. Classroom items must be left stored as found.

- ANY REPAIRS OR NEW EQUIPMENT PURCHASED DUE TO DAMAGE CAUSED TO YMCA PROPERTY BY ANY GUEST ATTENDING YOUR PARTY OR RENTAL WILL RESULT IN FINANCIAL LIABILITY FOR THE INDIVIDUAL LISTED ON THIS CONTRACT. THE PARTY IN QUESTION WILL BE CONTACTED AND APPROPRIATE PAYMENT ARRANGEMENTS WILL BE MADE. 75
- The YMCA assumes no responsibility for the personal property of individuals or groups utilizing the facility or property. Please lock up all belongings securely.
- Parties must vacate the assigned room by the time listed above in section #7.

**PLEASE READ THE SET OF GUIDELINES BELOW.
THESE ARE TO BE FOLLOWED AT ALL TIMES DURING YOUR RENTAL.**

1. Birthday Parties

- The YMCA will provide the lifeguards. Group must provide adult supervision in the locker rooms and pool area.
- An adult must check with the lifeguards before the group begins swimming and remain in the pool area during the swim time.
- While in the pool, the Y will enforce a 1:3 ratio of adults to non-swimming youth under the age of 6. These adults must remain in the water with the non-swimming youth at all times.
- All YMCA pool rules will be enforced at all times. The lifeguards on duty are given the authority to enforce additional rules they deem necessary to keep swimmers safe.
- ONLY Coast Guard approved personal flotation devices such as lifejackets and Puddle Jumpers are allowed. The Y does not allow any inflatable flotation devices of any kind.
- Parties may bring in water toys for use during the party, but if the lifeguards deem them unsafe for indoor use, they are given the authority to remove them from the pool.
- The YMCA uses a 60-second swim test and a 48" height requirement for access to the deep end & waterslide. Swim tests and height requirements will be enforced for access to the deep end or waterslide. Adults may take one child at a time down the waterslide. Adults must themselves be able to exit the waterslide current safely. Failure or inability to do so will prevent said individual from further use of the waterslide.
- Each party will be scheduled for a specific time in the Rec Pool. This time cannot start early or run late due to already scheduled events.

2. Church, School, or Youth Group Rental

- Some examples of groups eligible for this special rate include public, private or charter schools, Boy Scouts, Girl Scouts or other similar organizations, church or religious-based youth groups
- Depending upon activity requested, rentals may be required to be set up to two weeks in advance
- Rental availability depends upon pre-existing YMCA programming and YMCA staff availability
- All building usage policies as explained in "1. Birthday Parties" will be observed

Groups renting the facility must provide a certificate of insurance naming the Superior YMCA as an "Additional Insured" under their insurance policy.

1. PLEASE READ CAREFULLY AND SIGN

The YMCA facility and grounds are drug free zones. The Y does not allow any forms of tobacco, alcohol, or any substances deemed illegal in the building or on the property. Offending individuals may be asked to vacate the premises and, if necessary, law enforcement will be called.

The user, group, or organization agrees to release and hold harmless the Superior-Douglas County Family YMCA from any claims, demands, damages, actions, and causes of actions, of every kind or nature which may occur during the group or organization's usage or occupancy. Further, the user group or organization agrees to indemnify the Superior Douglas County Family YMCA for:

1. The negligent acts of any agent or representative of the user group or organization, and
2. The negligent acts of any agent, employee, officer or director of the Superior-Douglas County Family YMCA.

"I have read the Superior-Douglas County Family YMCA Rental Guidelines that pertain to this reservation. I understand the policies of the YMCA, including how they apply to reservation guarantees and payments. I have read ALL information above and agree it represents accurately the arrangements I have requested. Furthermore, I agree to be held responsible for any damages to the YMCA facility or equipment and understand that additional charges will be applied."

Signature of Renting Individual *Catherine Albo* Date 8-9-19

04-570-525-321-272-143000

OFFICE STAFF: PLEASE COMPLETE

• DEPOSIT RECEIVED ON: (DD/MM/YYYY)
• AMOUNT RECEIVED:
• STAFF INITIALS:
• RECEIPT NUMBER:

• REMAINING BALANCE RECEIVED ON: (DD/MM/YYYY)
• AMOUNT RECEIVED:
• STAFF INITIALS:
• RECEIPT NUMBER:

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Emily Engel, 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:

Sign language interpreter for Staff Development Day on August 27, 2019.

The staff development day will be held at Ordean East Middle School and contract will be from 12:45 pm - 2:45 pm.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 27, 2019 and shall remain in effect until August 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.** Sign Language Interpreter for Staff Development Day

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$45.00 per 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.


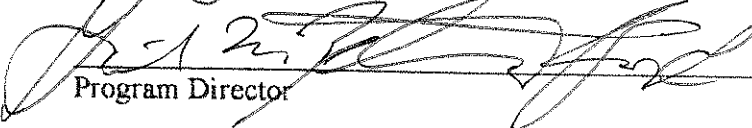
In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

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: Joan Lancour, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
5234 Fish Lake Dam 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.
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 the care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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

	_____ Contractor Signature	SSN/Tax ID Number	_____ Date
			8/26/19
	_____ Program Director		_____ Date
			8-26-19


Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

01-640-005-316-000-130500

Check this box if the contract will be paid using Student Activity Funds

Check this box if this contract is a no-cost contract such as a Memo of Understanding

	_____ CFO/Superintendent of Schools/Board Chair	_____ Date
		8/27/19

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Overland, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 10th, 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.**

All audio for Staff Development will be the responsible of Mr. Overland. This includes but is not limited to: communication with curriculum department prior to Staff Development, pre work of becoming familiar with the audio at sites, communicating with presenters if needed to receive the correct format for presentations, working with district staff on location of audio equipment, being present on days of staff development to run audio equipment.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$30 hourly and \$3000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Joan Lancour, 215 North 1st Avenue East, Duluth, MN 55802.

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

25 E Willow St Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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.

Mark A. Overland Contractor Signature SSN/Tax ID Number _____ Date Aug 23, 2019

Scott M. Johnson Program Director Date 8-29-19

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	640	005	316	000	130500

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Calhine Elson CFO/Superintendent of Schools/Board Chair Date 8/30/19

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August, 2019 by and between Independent School District #709, a public corporation, hereinafter called District, and Cassandra Williams, 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 August 27, 2019 and shall remain in effect until August 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.** Sign Language Interpreter for Staff Development Day - August 27, 2019. The time is from 7:30 am to 12:30 pm at Ordean East Middle School, 2900 E 4th St, Duluth, MN 55812.

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 \$40.00 per 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 compensation, and any other taxes or business license fees as required.

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Joan Lancour,, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Cassie Willims, 5678 Hwy 33, Saginaw, MN .

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.

Cassandra Williams *Cassandra Williams* _____ 08/19/19 _____

Contractor Signature _____ SSN/Tax ID Number _____ Date *8-29-19*
[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	640	005	316	000	130500
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Cathryn Edson

CFO/Superintendent of Schools/Board Chair

8/27/19

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Jo Merrick Lockett, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 27, 2019, and shall remain in effect until August 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.**

Mary Jo will present at the staff development meeting on Tuesday August 27 at Denfeld High School.

1- introduce self - personal motivation

2- explain SEED seminar

3- primary focus - creating a safe space for all students in classes at Denfeld High School. How do teachers create a safe space? What does that look like? How is it sustained? How do you know if students feel safe and accepted?

4- field questions about key concerns at Denfeld

5- share Dr. Tatum's recommendations for diversity work

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$ X hourly and \$350.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Marcia Nelson , 401 N 44th Ave West, Duluth, MN 55806.

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)

Mary Jo Merrick Lockett
638 Aqua Circle
Lino Lakes MN 55014

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

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

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

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

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

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

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

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

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

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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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.

Maury Merrick Schmitt _____ Date August 27, 2019
 Contractor Signature SSN/Tax ID Number
Maury Merrick Schmitt _____ Date Aug 26 2019
 Program Director

Please note: All signatures must be obtained AND the following must be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	640	215	316	000	118500
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Catharine Elson _____ Date 8-26-19
 FO/Superintendent of Schools/Board Chair Date

MDE

Cultural Competency component of Mandatory Licensure Renewal Effective for all tiered license renewals in 2020 and thereafter, training that promotes self-reflection and discussion including, but not limited to the following topics: racial, cultural, and socioeconomic groups; American Indian and Alaskan native students; religion; systemic racism; gender identity, including transgender students; sexual orientation; language diversity; and individuals with disabilities and mental health concerns. Training programs must be designed to deepen teachers' understanding of their own frames of reference, the potential bias in these frames, and their impact on expectations for and relationships with students, students' families, and the school communities.

SEED (Seeking Educational Equity and Diversity) was founded in 1987 by Dr. Peggy McIntosh (White Privilege: Unpacking the Invisible Knapsack) and Emily Style (Curriculum as Window and Mirror). Minnesota SEED was founded in 1991. SEED is a professional development program that promotes change from within organizations through peer-led self-reflection and interpersonal dialogue and builds capacity for more equitable curriculum, campuses, workplaces, and communities.

SEED seminars meet for 27 hours face to face and require approximately 30-50 additional hours of outside reading, reflection, and journaling about the books, topics, videos, speakers, and plays that are part of the seminar. SEED seminars address issues of inequity regarding race, class, gender, sexual orientation, and (dis)ability. Participants learn about these issues and reflect on their own journey related to them, their students, families, and community. Participants gain knowledge to become more culturally competent.

SEED's unique methodology involves: facilitating ongoing, structured, group conversations in which all voices can be heard; examining how our own stories connect us to our cultures and broader social systems; learning from our own experiences as well as from others' lives; turning oppression and privilege into agency and action.

SEED work is not about blame, shame, or guilt about one's location in societal systems. It is about deepening awareness of existence of societal systems.

SEED engages allies from dominant groups in listening, learning, and taking thoughtful strategic action in order to help break down patterns of oppression.

SEED doesn't need a crisis (such as bullying, sexual harassment, or racially motivated violence) to address the very real power dynamics of race, class, gender, etc that ply out systemically in

schools, communities, and workplaces to detriment of fully realized democratic education/experience for all.

SEED seminars put in place an ongoing constructive conversation about sometimes polarizing issues, making communities more competent to deal with crises when they do occur.

SEED can work in conjunction with other kinds of diversity programs by preparing participants to be more aware of their own experiences with privilege and oppression and to listen more effectively to the experiences of others.

SEED asks participants to look inward at how we were schooled to deal with diversity and connection as a necessary prelude to creating curricula and environments

SEED takes a systemic approach to looking at oppression and privilege rather than seeing them only in terms of individuals making individual choices

SEED acknowledges that diversity work is an ongoing process, professionally and personally, not a one time training

SEED leaders do not lecture. Instead, they lead colleagues in experiential, interactive exercises and conversations via activities, videos, & readings

SEED uses methods of intentionally structured group conversation, tested over 30 years to include all

For more information:

<https://nationalseedproject.org/>

DENFELD SEED:

Mary Jo Merrick-Lockett has been teaching SEED classes for almost 30 years. FOUR semester credits will be offered through St. Catherine's University in St. Paul. The Minnesota Department of Education requires 125 clock hours to renew a Tier 4 teaching license. From the MDE page regarding relicensure:

A. Relevant coursework completed at accredited colleges and universities;

1) One semester credit = 24 clock hours

2) One quarter credit = 16 clock hours

The relevant coursework conversion is only applicable with additional clock hours in categories B-I.

https://mn.gov/pelsb/assets/Categories%20for%20Clock%20Hour%20Allocation_tcm11113-376725.pdf

This class will satisfy MOST of the hours needed for relicensure, as long as there are additional some hours from each of the other categories. The class will meet for 27 hours, so those 27 hours will also

The cost is \$750.00 for four graduate credits. (Masters of Education credits at UMD cost \$693 per credit. Graduate Online credits at UWS are \$480 per credit). This is a really good deal! We hope to also offer the SEED class free of charge to those who are interested, depending on the number who choose to take it for

credit, as we will also purchase books for all and pay for (most of) the instructor, hence the interest survey. For those who do not take it for credit, the 27 clock hours can be used for relicensure. I have not gotten confirmation yet, but I believe the class will satisfy the Cultural Competency component required by the state for re-licensure as well. (It meets all the requirements set forth by MDE.) These are also four credits toward a lane change pay raise in our district.

SEED is a peer-led professional development program that promotes change through self-reflection and interpersonal dialogue and builds capacity for more equitable curriculum, campuses, workplaces, and communities. It is our goal to develop a strong cohort of individuals within our building who desire to further their knowledge and understanding of all of our students. ALL staff at Denfeld are welcome and encouraged to participate in the SEED program!

The TENTATIVE schedule is as follows:

Sept 25 Welcome

November 6, 4-7 White Privilege

November 7, 4-7 Dr. Beverly Tatum

January 22, 4-7 White Fragility and Gary Howard activity

January 23, 4-7 Why Are All the Black Kids Sitting Together in the Cafeteria

March 11, 4-7 Everyday Sexism

March 12, 4-7 Speaker

(OR) March 7, same and UMD play *Machinal*, 1920's patriarchy

May 6, 4-7 The Poet X

May 7 Presentations, Final Discussions, Celebration Dinner

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Equity Alliance Minnesota, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 27, 2019 and shall remain in effect until August 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.** Two hour professional development for Ordean East Middle School and Duluth East High School certified staff on culturally responsive practices, with 2 facilitators to be delivered on August 27, 2019, and includes time to prepare materials, presentation, mileage and lodging costs.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.

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: Cathy Erickson, 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) Equity Alliance Minnesota, Attn: Janine Stammler, Operations Manager, 6063 Hudson Road, Ste. 218, Woodbury, MN 55125.

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

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

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

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

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

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

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



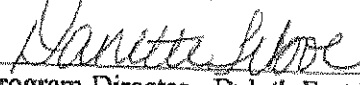
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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.


	41-1819999	8/28/19
Contractor Signature	SSN/Tax ID Number	Date
		8/28/19
Program Director - Ordean East Middle School		Date
		8/28/19
Program Director - Duluth East High School		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Directors before submission to the CFO for review and approval.

This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

- ✓ 01-211-335-317-000-130500 Ordean East for \$1,000.00
- ✓ 01-211-220-317-000-130500 Duluth East for \$1,000.00

- Check this box if the contract will be paid using Student Activity Funds
- Check this box if this contract is a no-cost contract such as a Memo of Understanding

	8/28/19
CFO/Superintendent of Schools/Board Chair	Date

PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 26th day of August, 2019, by and between The Duluth Congregational Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

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

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to forty-five (45) parking spaces in the parking lot located at 3833 East Superior Street.
2. The term of the Agreement shall be from August 26, 2019 until June 5, 2020 or until terminated by either party upon 60 days written notice.
3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of TWO THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$2,720.00) for the full term of the Agreement.
4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.
5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.
6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.
7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.
8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.

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

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

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

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

CHURCH:

THE DULUTH CONGREGATIONAL CHURCH

BY: Barbara Africa 8/21/19

Church Moderator

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY: Jon Flax

Asst. Principal, Duluth East High School

BY: Arthur Elson

CFO, Executive Director of Business Services

Memorandum

To: Ms. Cathy Erickson / CFO Executive Director of Business Services

From: Dave Spooner *Dave Spooner*
Manager of Facilities

Date: July 26, 2019

Re: Quote #4322 - Sun Solutions - Window Film Denfeld & Rockridge - MDE Grant

Attached are two copies of an agreement with Elite Tinting & Graphics / Sun Solutions. This agreement is to perform work as defined in Estimate #2626, to furnish and install Llumar 7 mil safety film with Dow 995 structure silicone attachment on all window panes as defined at both Denfeld High School and Rockridge Academy.

The contract sum for this work as defined in the attached agreement is **\$13,075.00**.

Recommendation:

I am recommending that Ms. Cathy Erickson / CFO Executive Director of Business Services, enter into agreement on behalf of the School District with Elite Tinting & Graphics / Sun Solutions in the contract amount of **\$13,075.00**.

Attachments:

AGREEMENT

THIS AGREEMENT, made and entered into 24th day of July 2019, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Elite Tinting & Graphics/Sun Solutions, 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 ISD 709 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 24, 2019, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Per Reference Quote #4322 perform all work as referenced in Estimate #2626 – Installation of Llumar 7 mil safety film with Dow 995 Structural Silicone Attachment for windows identified in the proposal at both Denfeld High School and Rockridge Academy, for a lump sum not to exceed amount of **\$13,455.00 less reimbursement for survey charges paid on August 18, 2018 of \$380 for a revised not to exceed amount of \$13,075.00.**
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Pursuant to Minn. Stat. Sec. 16A.633, subd. 4 Jobs Report and Worksheet for State Funded Projects (Excel worksheet sent electronically);
 5. Supplementary Conditions and Insurance Requirements; and
 6. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$13,455.00 less reimbursement for survey charges paid on August 18, 2018 of \$380 for a revised not to exceed amount of \$13,075.00.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice and electronic submission of the Excel Jobs Report and Worksheet for State Funded Projects by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Jeff Birdseye, Elite Tinting & Graphics / Sun Solutions, 4114 W Superior Street, Duluth MN, 55807.

12. **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 ISD 709.

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

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

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. 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 quote requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

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

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

20. **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.

21. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

23. **Representatives of ISD 709.** 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

24. **Protection of ISD 709.** 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.

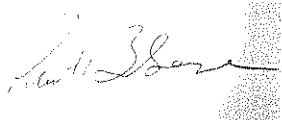
In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

25. **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.




Db-a-Elite Tinting & Graphics

Tax ID 26-0839479

President -P.Birdseye

08/07/2019



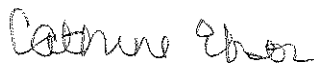
Program Director

7/24/2019

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:

01	810	215	000	176	130500
01	810	580	000	176	130500



CFO/Executive Director of Business Services

8-8-19

Date

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH PUBLIC SCHOOLS
215 NORTH FIRST AVENUE EAST, DULUTH, MINNESOTA 55802
**SUPPLEMENTARY CONDITIONS & INSURANCE REQUIREMENTS
FOR INDEPENDENT CONTRACTORS**

A) GENERAL LIABILITY INSURANCE:

The Contractors shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota such insurance, in an occurrence form, as will protect the Contractor from claims set forth below which may rise out or result from the Contractor's operation under the contract and for which a Contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees.

Claims for damages insured by usual Comprehensive General Liability coverage, including but not limited to personal injury and bodily injury coverages, which are sustained (1) by a person as a result of any offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

Claims for damage other than to the work itself because of injury to or to destruction of tangible property including loss of use resulting there from.

Claims involving contractual liability insurance applicable to the Contractors obligations under the terms of the specific contract between the Contractor and ISD 709.

Such insurance shall be subject to "I.S.O. Comprehensive General Liability Form" or equivalent.

This insurance shall be written in an occurrence form and for limits not less than the following stated limits, or such other amounts established as the maximum liability of this Independent School District pursuant to Minnesota Statutes § 466.04 as that Statute provides on the date of this Contract, whichever is greater:

COMBINED SINGLE LIMIT OF PRODUCTS AND COMPLETED OPERATIONS LIABILITY	\$1,500,000 PER OCCURRENCE \$1,500,000 PER OCCURRENCE
---	--

Coverage limits shall be doubled when the claim arises out of the release or threatened release of a hazardous substances as required by Minnesota Statutes § 466.04.

Coverage shall be maintained without interruption from day of commencement of the work until date of final payment and termination of any coverage required to maintain after final payment.

Prior to the commencement of work the Contractor shall provide ISD 709 with a certificate of the above described General Liability Insurance, naming ISD 709 as "Additional Insured". This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

B) WORKERS COMPENSATION:

The contractor shall maintain Workers Compensation Insurance in accordance with Minnesota Statutes.

Evidence of this insurance shall be submitted to ISD 709 in the form of a certificate. This certificate shall provide thirty (30) days written notice to ISD 709 should the policy be modified or canceled before the expiration date.

C) AUTOMOBILE LIABILITY INSURANCE:

When the Contractor will use motor vehicles during the course of completing the work covered by this contract the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota, Automobile Liability Insurance, including Personal Injury Protection and Uninsured and Underinsured Motorist Liability, at limits not less than as outlined below:

COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT
AND	
PERSONAL INJURY PROTECTION	STATUTORY
AND	
UNINSURED AND UNDERINSURED MOTORIST COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT

The Contractor shall provide ISD 709 with a certificate of the above described Automobile Liability Insurance prior to the commencement of the work. This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

D) PROPERTY INSURANCE:

Unless otherwise provided in the specifications, the Contractor shall maintain Property Insurance (builders risk completed value) in the amount of the contract sum as well as subsequent modifications there-to for the entire period of the contract on a replacement cost basis. Such insurance shall be on an all risk basis including theft and shall protect the interest of ISD 709, the Contractor and Subcontractors and shall name ISD 709 as an additional insured.

E) PERFORMANCE BOND AND PAYMENTS BOND:

If the contract price is greater than \$50,000, unless otherwise indicated, the Contractor shall furnish a bond in the amount of the contract price covering faithful performance of the contract and payment of obligations arising there under as required by Minnesota Statutes § 574.26, the required "Performance and Payment Bond AIA A312" form for this purpose is attached and shall become part of the contract documents. 110

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligation arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

F) BID BOND:

Bid Bond: A bid bond or certified check payable to ISD 709 in an amount not less than five percent (5%) of the amount of the bid must accompany the bid if requested in the specifications.

Responses to ISD 709's Request for Quotation does not require submittal of a Bid Bond.

G) CONTRACTOR'S AFFIDAVIT:

Prior to final payment, Contractor must submit a complete "Contractor's Affidavit" for Sole Proprietor or Partnership/Corporation on the form attached.

H) CONSENT OF SURETY TO FINAL PAYMENT

Prior to final payment, Contractor must submit a complete "Consent of Surety to Final Payment".

I) RESPONSIBLE CONTRACTOR CERTIFICATION

Contractor shall complete Responsible Contractor Verification (if quote exceeds \$50,000) as defined in Minnesota Statutes § 16C.285, subdivision 3.

J) WAGE RATES AND HOURS:

The Contractor shall pay wages and benefits as required by the Minnesota Prevailing Wage Act, Minn. Stat. § 177.41, et seq. Any wage determinations which are found to be in error do not relieve the Contractor from responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the State Department of Labor and Industry. The Owner will not be held liable for increased labor costs, errors or changes to rates or classifications prior to awarding the construction contract. To the extent the federal Davis-Bacon Act applies, the Contractor is responsible for complying with its requirements.

A copy of the Prevailing Wage Determination Schedule has been included in these specifications, and is made a part hereof.

K) WITHHOLDING AFFIDAVIT:

When applicability is indicated in the specification: Prior to final payment to the Contractor for work performed pursuant to this bid the Contractor shall complete "Withholding Affidavit for Contractors IC-134" or "Exemption from Surety for Non-Minnesota Contractors SD-E" on attached forms as required by the Minnesota Department of Revenue. Unless otherwise stipulated in the contract, for purposes of final payment, 5% of the total contract amount will be retained pending the receipt of a fully executed IC-134.

L) TIMELY PAYMENT OF SUBCONTRACTORS:

Within ten (10) days of Contractor's receipt of payment from ISD 709, the Contractor must pay any subcontractor retained by Contractor for undisputed services provided by the subcontractor in furtherance of the contract work. Any undisputed amount due such subcontractor not paid on time shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or any part of a month, which shall be paid by the Contractor. If the unpaid balance is \$100.00 or more, the minimum monthly interest payment shall be \$10.00. Contractor is advised that by reason of Minn. Stat. §471.425, Subd. 4a, if a subcontractor prevails in a civil action to collect interest penalties from a prime contractor, the subcontractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

M) CONTRACTOR'S RECORDS:

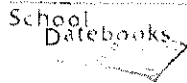
Subject to 1998 Minnesota Laws ch 386, art. 1, § 6: the books, records, documents, accounting procedures and practices of the successful bidder relevant to the project are subject to examination by ISD 709 or its designated representative and the State Auditor or Legislative Auditor as deemed appropriate for three (3) years after the final payments are made and all other pending matters are closed.

N) CONTRACTOR/SHORT TERM WORKER ACKNOWLEDGEMENT PROCEDURE:

In order to protect the contractor, building owner and occupants from any unexpected material disturbance, it is prudent to ensure that all persons with access to building materials be informed and knowledgeable about appropriate procedures when working around Asbestos Containing Material (ACM). This would include contractors, such as electrical, plumbing, remodeling, etc. The School District requires the contractor to be familiar with the Asbestos Management Plan for the building they are working in, indicate that they and their crew have either experience or training in working around ACM and have read and signed the Contractor/Short Term Worker Acknowledge Form. The signed form shall stay with the Asbestos Management Plan for the building. The Building Engineer shall monitor the work and report any disturbance of ACM to Facilities Management.

O) AMENDMENTS TO AIA DOCUMENT A201:

When the AIA document A201 "2007 General Conditions of the Contract for Construction" is used the attached shall apply.



2019 Imagine 8.5x11 Reorder

Order online @ schooldatebooks.com

2880 U.S. Hwy. 221 S.
Lafayette, IN 47909-2874
Phone: (800) 705-7526
Fax: (765) 471-8874

School
Lester Park Elementary
5300 Glenwood St
Duluth, MN 55804

Administrator
Ms Susan Lehna, Principal
Phone: (218) 336-8875
Fax: (218) 336-8879
Email: _____

Contact
Ms. Tracy Thompson, Administrative Assistant
Phone: (218) 336-8875 x 2652
Cell/Summer Number: _____
Email: tracy.thompson@isd709.org

Date: 8/21/2019
Sales Rep: Matt Biza
mattbiza@sdiinnovations.com
CSR: Mallory Huffer
mallory@sdiinnovations.com

Billing and Shipping

Bill To PG#: _____
Lester Park Elementary
Ms Tracy Thompson
5300 Glenwood St
Duluth, MN 55804
United States
Email: tracy.packingham@isd709.org

Ship To Lester Park Elementary
Ms Tracy Thompson
5300 Glenwood St
Duluth, MN 55804
United States
Email: _____

Desired Delivery Date: _____
Earliest Delivery Date: _____

No deliveries prior to 5/1/2019. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

Product	#Books	#Pages	Cost/Book	Base Cost
Imagine 8.5x11	10	0	\$3.09	\$30.90

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$30.90	x	0.00	\$0.00
4% Discount for contracts received by 10/19/18*	\$30.90	x	0.00	\$0.00
3% Discount for contracts received by 12/14/18*	\$30.90	x	0.00	\$0.00
2% Discount for contracts received by 4/5/19*	\$30.90	x	0.00	\$0.00
1% School District Discount	\$30.90	x	0.00	\$0.00

Cover Options *orders <250 will incur a per book enhancement fee; minimums apply

Custom PolyFusion™	100% custom, full-color front and back covers - highest durability	\$0.70	x	0	\$0.00
Custom Cardstock	High value, full-color, laminated cardstock front cover	\$0.40	x	0	\$0.00
Spirit	Durable cardstock; Make it your own with your school color, then add school name and logo.	\$0.20	x	0	\$0.00
Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	\$0.45	x	10	\$4.50

Chalkboard	Daydream	Destination	Explore	Inspiration	Pins	Prism	Seaside	Slate	Space 3D	Stamps 3D	Water	Circle Your Design Selection

Standard Cardstock	Durable cardstock covers in your choice of 3 stock-image designs	\$0.00	x	0	\$0.00
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Enhancements *orders <250 will incur a per book enhancement fee; minimums apply

Vinyl pocket page	\$0.30	x	10	\$3.00
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock hall pass	\$0.20	x	0	\$0.00

Accessories

Wall chart	\$5.00	x	0	\$0.00
This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00
Illustration Posters Set 1 (Honesty, Fairness, Integrity, Courage, Determination, Perseverance)	\$19.99	x	0	\$0.00
Illustration Posters Set 2 (Respect, Trust, Ambition, Caring, Citizenship, Responsibility)	\$19.99	x	0	\$0.00
Photograph Posters Set 1 (Honesty, Fairness, Integrity, Courage, Determination, Perseverance)	\$19.99	x	0	\$0.00
Photograph Posters Set 2 (Respect, Trust, Ambition, Caring, Citizenship, Responsibility)	\$19.99	x	0	\$0.00

Enhancement Fee

Orders <250 will incur a per book enhancement fee; minimums apply	\$0.25	x	10	\$2.50
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Sub-Total* **\$40.90**

Shipping and Handling: 12%, Minimum \$25, Rate applies to contiguous US/Canada only. Int'l rates may vary. **\$25.00**

Sales Tax: Exempt#: 8014301 **\$0.00**

* Net 30 (Net due within 30 days from invoice date)

* Sales tax will be added if applicable

Total (USD) **\$65.90**

* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

One-Year Contract

We agree to purchase datebooks from School Datebooks for the year of 2019-2020.

Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2019-2020, 2020-2021, 2021-2022 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract. (*Shipping rate subject to change after initial year.)

8/21/19

Date

Cathleen Lehna

Signed (School Administrator)

CFO

Title

AGREEMENT

Revised 3/3/15

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THIS AGREEMENT, made and entered into this 16th day of August, 2019, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, **Muy Pizza's MN LLC, 17890 Blanco Road Suite 401, San Antonio, TX 78232** 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of September 3, 2019, and shall remain in effect until June 4, 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.** Quote-4323 Pizza – Denfeld At Risk Program per specifications and the response provided to the Quote.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Reimbursement.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Muy Pizzas MN LLC, 17890 Blanco Rd Suite 401, San Antonio, TX 78232.

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 ISD 709.

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws

include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

The Regulations of ISD 709 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.** ISD 709 option per conditions outlined in the termination section of Bid-1251 specifications

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. **Representatives of ISD 709.** 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

19. **Protection of ISD 709.** 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.

20. **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.

INDEPENDENT SCHOOL DISTRICT NO. 709

Catherine Edger

CFO/Executive Director of Business Services

02-770-005-701-000-149001

CONTRACTOR

Muy Pizzas MN-LLC

By

Anna Schanen

Title

46-4013437

Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Jennifer Brown, 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: 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.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 28, 2019 and shall remain in effect until September 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.** *Promotes mental health and facilitates student learning by providing a range of services including psychological and psychoeducational assessments, consultation, direct service, program planning and evaluation, and supportive research.*

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 a rate of \$65/hourly not to exceed 23 days up to a sum not to exceed \$11,960.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brenda Vieths, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2126 Lakeview Drive, Duluth, MN 55803.

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

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

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

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

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

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

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

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

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

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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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>Jenny Brown</u>		<u>8/22/19</u>
Contractor Signature	SSN/Tax ID Number	Date
<u>Jason L. Ward</u>		<u>8/23/19</u>
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval.

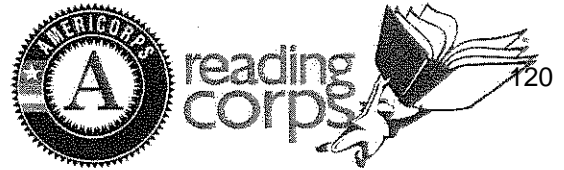
This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

01 - 420 - 005 - 740 - 000 - 1157.00
XX - XXX - XXX - XXX - XXX - XXXXXX

Check this box if the contract will be paid using Student Activity Funds

Check this box if this contract is a no-cost contract such as a Memo of Understanding

<u>Cathryn E. Hoag</u>	<u>8-23-19</u>
CFO/Superintendent of Schools/Board Chair	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 April 22, 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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 B. AmeriCorps Service Environment

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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/week at 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.

Nathan Glockle

Principal Name and Site Name

Principal signature

Date

Catherine Erickson *08/22/19*

Catherine Erickson, CFO

01-203-565-317-000-130500

Certificate Of Completion

Envelope Id: B6A00906F309408BB586BA73F4E0C3AB	Status: Delivered
Subject: Action: Reading Corps / Math Corps Site Agreement 2019-2020	
Source Envelope:	
Document Pages: 25	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Reading & Math, Inc.
Time Zone: (UTC-06:00) Central Time (US & Canada)	1200 Washington Ave S
	Minneapolis, MN 55415
	docusign@servetogrow.org
	IP Address: 69.24.180.24

Record Tracking

Status: Original	Holder: Reading & Math, Inc.	Location: DocuSign
4/15/2019 8:32:17 PM	jill.engle@servetogrow.org	

Signer Events

Signature

Timestamp

Nathan Glockle		Sent: 4/15/2019 8:32:17 PM
nathan.glockle@isd709.org		Viewed: 8/20/2019 8:52:45 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

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Certified Delivery Events

Status

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Carbon Copy Events

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Witness Events

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Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	4/15/2019 8:32:17 PM
Certified Delivered	Security Checked	8/20/2019 8:52:45 AM

Payment Events

Status

Timestamps



STUDENT TUITION CONTRACT


WHEREAS, Independent School District No. 4151, EdVisions Off-Campus High School (District 4151) is a public school in the state of Minnesota desiring to purchase educational services from Independent School District No. 709, to provide for the educational needs of District 4151 students desiring to take a class at the High School located in Independent School District 709.

WHEREAS, District 709 is willing to make available its program to one District 4151 student for the 2019-2020 school year.

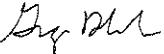
THEREFORE, it is mutually agreed for the consideration stated herein as follows:

1. District 709 shall permit District 4151 student _____ to register in, attend class at, and earn credit from District 709 as a tuition student, while remaining enrolled full-time at District 4151.
2. District 4151 shall pay tuition to District 709 based on the number of credits earned while registered at District 709. The tuition shall be \$634.80 per semester class, billable as credits are completed (semester or less frequently). Based on information from District 4151 anticipates paying for the equivalent of one semester-long classes for the school year. The tuition amount is based on the \$6348.00 formula amount from the state, 1.2 weighting, District 709 students taking 6 classes per year and divided in half for a semester. ($\$6348 \times 1.2 / 6 / 2$) This cost reflects that the enrolling district (District 4151) will not be keeping the 12% administration fee typical of OLL billing agreements.
3. District 709 will provide official documentation of course and Standards completion.
4. District 4151 will be responsible for any and all Special Education, extracurricular, and administrative costs.

The parties have executed this Agreement on this 28th day of August 2019.



 ISD No. 709, Superintendent or Designee



 ISD No. 4151 Co-Director - Gigi Dobosenski

**No Cost Contracts Signed
August 2019**

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

Name	Contract Source	Description
Companies to Classrooms (C2C)	Business Services	MOU for basement space in HOCHS for their store
Members Cooperative Credit Union	Denfeld	Special edition cards for credit union members using school colors, logo, etc. (members charged extra fee, monies raised are donated back to school)
Members Cooperative Credit Union	East	Special edition cards for credit union members using school colors, logo, etc. (members charged extra fee, monies raised are donated back to school)
Minnesota State High School League (MSHSL) – Region 7AA	Denfeld	Facilities use agreement
Minnesota State High School League (MSHSL) – Region 7AA	East	Facilities use agreement
St. Louis County Public Health	Lincoln Park	Provide services at school

**MEMORANDUM OF UNDERSTANDING
BETWEEN COMPANIES TO CLASSROOMS
AND INDEPENDENT SCHOOL DISTRICT #709**

- I. Parties:** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made, and entered into, by and between the Companies to Classrooms Duluth, a non-Profit corporation (“C2C”), and the Independent School District #709, a public corporation (“DISTRICT”).
- II. Purpose:** The purpose of this MOU is to provide C2C with space to store and distribute excess supplies and furniture to educators, free of charge, to better serve the needs of DISTRICT staff, and other area educators.
- III. Term:** This MOU is effective upon the date executed by the duly authorized representatives of the parties, and will remain in effect for a period of one (1) year with the option to extend annually by mutual agreement by both parties in writing. This MOU may be terminated, without cause, by either party upon 60 days written notice, such notice to be delivered by hand or by certified mail (see section #11).
- IV. C2C Responsibilities:**
1. Make excess supplies and furniture available to DISTRICT and area educators free of charge.
 2. Volunteers will park in any of the DISTRICT lots, excluding the alley and visitor parking (visitor parking may be used if a handicap spot is needed).
 3. Volunteers will use their DISTRICT IDs to enter Historical Old Central High School (HOCHS).
 4. Volunteers will wear DISTRICT IDs while in HOCHS.
 5. Communicate HOCHS entry protocol and parking to patrons.
 6. Operate its store from space designated by the DISTRICT in HOCHS. See EXHIBIT A.
 7. Maintain store hours not to exceed 3 hours per day, 3 days per week when HOCHS is in operation, unless additional hours and/or days are approved by the authorized representative of the DISTRICT.
 8. C2C staff will only access HOCHS between the hours of 7 a.m. – 7 p.m., Monday through Friday, when HOCHS is open (excludes holidays, snow days, etc.), unless otherwise arranged ahead of time.
 9. Inform the DISTRICT of its established hours of operation and/or changes to such hours with at least a 10 day notice by completing the “Application for Use of School Facility” and submitting to Community Education, Room 219.
 10. Provide responsible and reliable staff to operate its store and supervise store patrons.

11. Exercise reasonable care to safeguard any real or personal property of the DISTRICT which is located proximate to the space designated for its use.
12. C2C staff will not use any DISTRICT electric or motorized lifting devices. Pallet jacks are okay to use after training has been received.
13. Notify the DISTRICT, in a timely manner, when the loading dock area will be needed for large or heavy deliveries.
14. Will not make any changes or alterations to their designated space in HOCHS (see EXHIBIT A) without prior written consent.
15. Will keep their designated space neat and orderly, and utilize garbage cans for everyday use in their area.
16. Will dispose of shipping or large packing materials in the DISTRICT dumpsters located in the alley behind the HOCHS building.
17. Will follow building standards for recycling; aluminum, plastic, paper and boxes. C2C may use the recycle bin directly outside their space.
18. Reimburse the DISTRICT when C2C operates its 'store' during days when HOCHS is not regularly open (weekends). C2C agrees to reimburse the DISTRICT at the current salary schedules (See Community Education for the current rates).
19. Maintain a commercial general liability coverage limit of \$1,000,000 per occurrence to indemnify the school district and hold it harmless from any liability such as (but not limited to) personal injury, death or property damage. C2C will:
 - a. List the DISTRICT as a certificate holder and additional insured, and
 - b. Have the certificate of insurance sent annually to the DISTRICT authorized representative (see section #11).

V. DISTRICT Responsibilities:

1. Designate space at HOCHS for the use of C2C to store and distribute excess supplies and furniture. Such space will represent approximately 2,190 square feet. See EXHIBIT A.
2. Provide two keys for the small room located within C2C's space. See EXHIBIT A.
3. Allow access to the loading dock for receiving or distribution of specific items that are too large or heavy to travel the public route.
4. Allow C2C to enter HOCHS between the hours of 7 a.m. – 7 p.m., Monday through Friday, on days that HOHCS is open (excludes holidays, snow days, etc.).
5. Allow access into HOCHS for patrons when C2C is open for business.
6. Provide a phone line for C2C staff use in the space designated for C2C.
7. Provide for a voicemail box for C2C at a cost of \$50/year to C2C.
8. Deliver and pick up USPS mail when C2C is open.
9. Provide parking for C2C volunteers and non-DISTRICT store patrons.
10. Provide DISTRICT ID badges and parking decals for C2C volunteers.
11. Maintain space in a manner consistent with cleaning standards established for HOCHS to include sweeping, mopping, vacuuming and trash.

12. Invoice C2C when charges occur, including annual voicemail charges and any days HOCHS is opened specifically for C2C business.
13. Include C2C in the District directory.

- VI. **Liability for Loss:** C2C acknowledges that the DISTRICT is not responsible for any loss or damage to C2C property which is stored in the space designated for its use.
- VII. **Relationship between the Parties:** The Parties expressly acknowledge that nothing in this MOU is intended nor may be construed to create an employer/employee or joint venture relationship between the parties.
- VIII. **Entire Agreement:** This MOU sets forth and constitutes the entire agreement between the parties with respect to the subject matter as of the date hereof, and supersedes any and all prior agreements or understandings concerning this subject matter.
- IX. **Waiver:** The failure of any Party to insist in any one or more instances upon the performance of the terms, covenants, or conditions of this MOU and to exercise any rights hereunder will not be construed as a waiver or relinquishment of future performance of any such term, covenant, or condition or the future exercise of such right. The obligations of the other Party with respect to such future performance will continue in full force and effect.
- X. **Assignment Prohibited:** No Party may assign this MOU without the prior written consent of the other Party.
- XI. **Notices:** Unless otherwise specified in this MOU, any reporting obligations or notices required of any party will be addressed as follows:

**Designation of Authorized
Representative for C2C:**
Duluth Public Schools
Attn: Mary Streufert, Companies to
Classrooms Duluth
215 N 1st Ave. E.
Duluth, MN 55802

**Designation of Authorized
Representative for DISTRICT:**
Independent School District #709
Duluth Public Schools
Attn: CFO, Room 215
215 N. 1st Ave. E.
Duluth, MN 55802

In Witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

COMPANIES TO CLASSROOMS

By: Mary Streufert

Print Name: Mary Streufert

Title: Board Chair

Date: 8-23-19

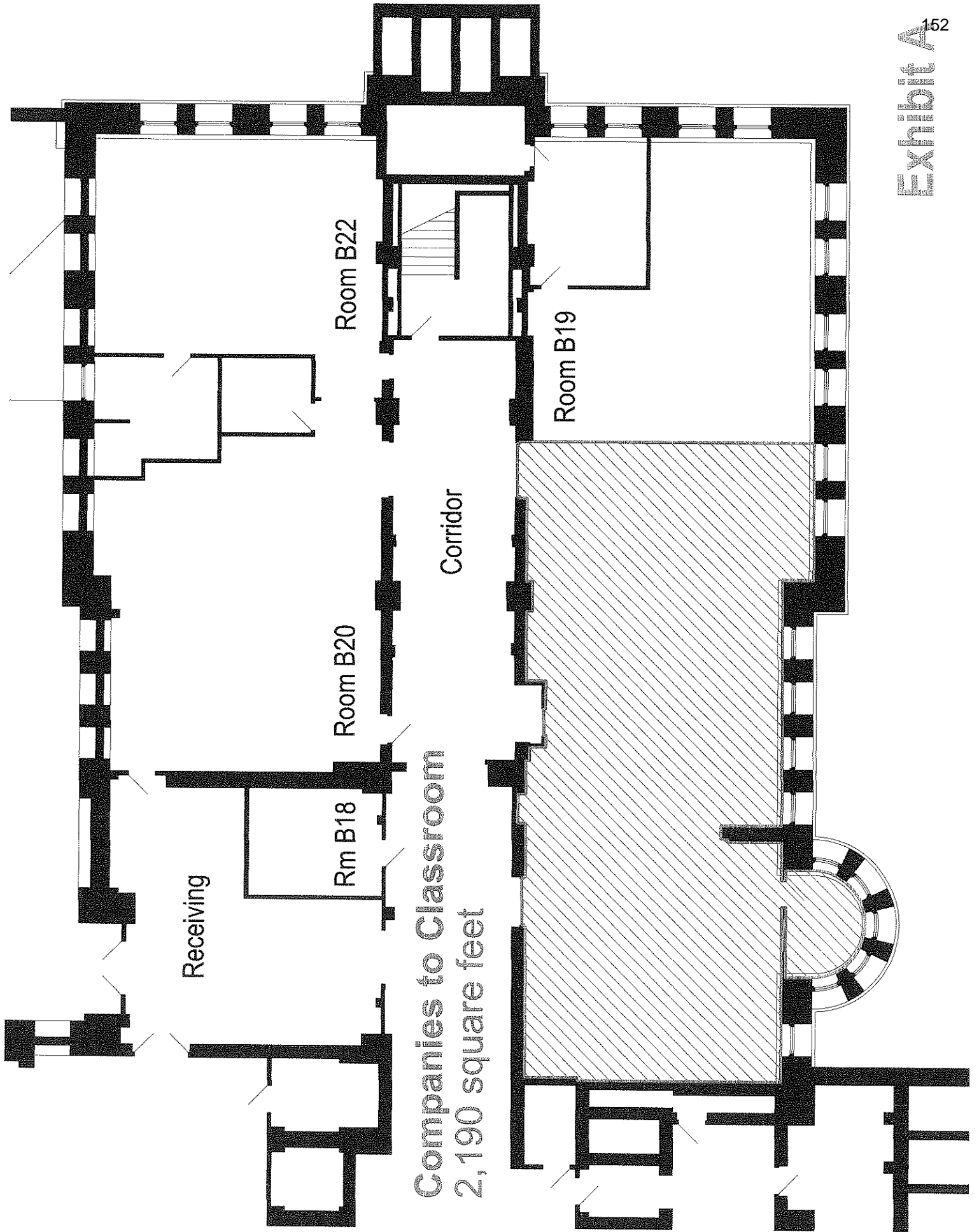
INDEPENDENT SCHOOL DISTRICT #709, DULUTH PUBLIC SCHOOLS

By: Catherine Erickson

Print Name: Catherine Erickson

Title: CFO, Executive Director of Business Services

Date: 8/23/19



School Consent Agreement – Members Cooperative Credit Union

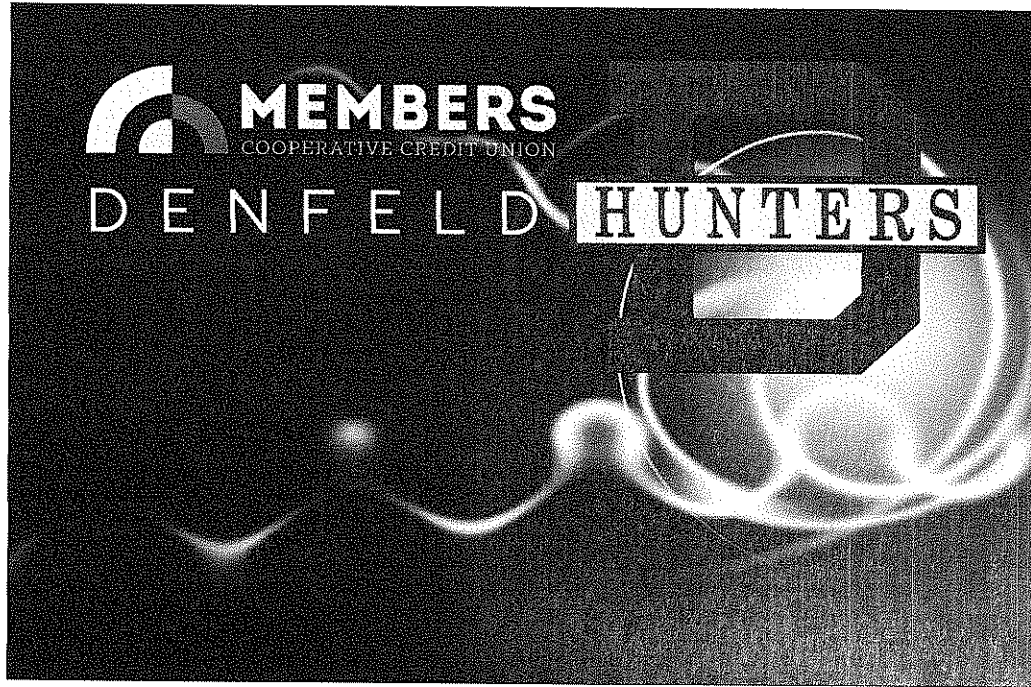
I, Catherine Erickson, an authorized representative of the ISD # hereby give Members Cooperative Credit Union and those acting on its behalf permission to use the colors, mascot and name of the schools and sports teams maintained and operated within ISD # in a reasonable, positive and respectful manner for use of the school debit card and for promoting the debit card program. ISD # will be provided a copy of all marketing materials created by Members Cooperative Credit Union prior to dissemination and the ISD will not unreasonably object to such marketing materials.

Permission is granted for two years following execution of this consent agreement.

Dated: 8/13/19

Signed By: Catherine Erickson

Title: CFU



School Consent Agreement – Members Cooperative Credit Union

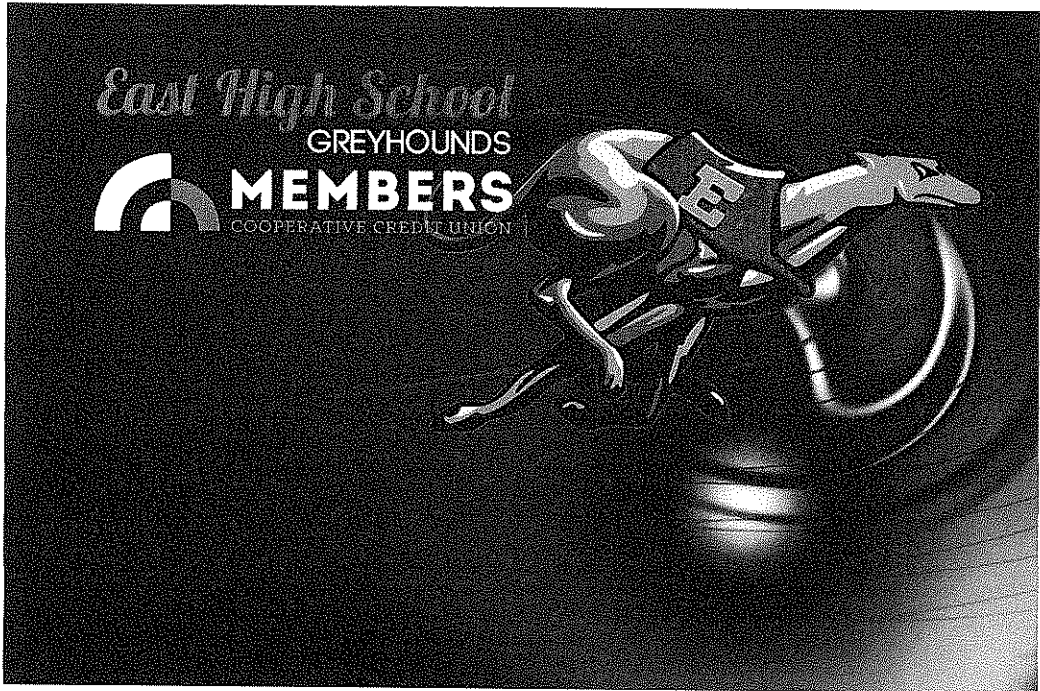
I, Catherine Erickson, an authorized representative of the ISD # hereby give Members Cooperative Credit Union and those acting on its behalf permission to use the colors, mascot and name of the schools and sports teams maintained and operated within ISD # in a reasonable, positive and respectful manner for use of the school debit card and for promoting the debit card program. ISD # will be provided a copy of all marketing materials created by Members Cooperative Credit Union prior to dissemination and the ISD will not unreasonably object to such marketing materials.

Permission is granted for two years following execution of this consent agreement.

Dated: 8/13/19

Signed By: Catherine Erickson

Title: CFO



Region 7AA Facilities Use Agreement – 2019-2020

This Agreement is entered into on 8/1/19 (Date) by and between Minnesota State High School League and Region 7AA (Region), and Denfeld High School (Host School).

The term of this agreement is August 1, 2019 through July 31, 2020.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region "7AA" Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2020.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Duluth Public Schools - ISD 709

Authorized Signer Name Catherine Edson

Title CFD

Date 8/8/19

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date _____

Region 7AA Facilities Use Agreement – 2019-2020

This Agreement is entered into on 8/1/19 (Date) by and between Minnesota State High School League and Region 7AA (Region), and East High School (Host School).

The term of this agreement is August 1, 2019 through July 31, 2020.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the “Facilities”) to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region “7AA “Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2020.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name ISD 709 Duluth Public Schools

Authorized Signer Name Catherine Edson

Title CFO

Date 8/8/19

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date _____

**AGREEMENT BETWEEN ST. LOUIS COUNTY – PUBLIC HEALTH AND
THE DULUTH SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Agreement is between St. Louis County – Public Health and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Agreement is to define the relationships, benefits, and responsibilities of St. Louis County – Public Health and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

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

WHEREAS Lincoln Park Middle School is a Full-Service Community School and seeks to provide students and staff with social-emotional support and resources;

WHEREAS, St. Louis County – Public Health, desires to have staff available at Lincoln Park Middle School to provide information and support to students and staff;

Therefore, St. Louis County – Public Health and the Duluth School District agree that it is in the best interests of all concerned to enter into this Agreement.

II. ROLES AND RESPONSIBILITIES

Roles of St. Louis County – Public Health and Duluth School District

It is understood that St. Louis County – Public Health and Duluth School District staff must work together as a team to effectively meet the needs of Duluth School District students, and all parties to communicate any pertinent information or concerns that affect the overall success of the Agreement in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of St. Louis County – Public Health

St. Louis County – Public Health will:

1. Meet with designated Lincoln Park Middle School staff to plan a system of service delivery.
2. Provide services on site at Lincoln Park Middle School.
3. Employ and be responsible for its staff placed at Lincoln Park Middle School.
4. Maintain appropriate professional liability insurance.

5. Share student information with school staff as needed and with the consent of the student/responsible parent.
6. Conduct appropriate background checks to ensure that St. Louis County – Public Health staff are not legally restricted from performing the duties of their job in a school setting.
7. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

Role of Duluth School District/Lincoln Park Middle School

Duluth School District/Lincoln Park Middle School will:

1. Meet with St. Louis County – Public Health staff to plan a system of service delivery.
2. Provide St. Louis County – Public Health staff with appropriate space.
3. Inform school staff of the services available through St. Louis County Public Health.
4. Work in partnership with staff at Lincoln Park Middle School.
5. Meet periodically with St. Louis County – Public Health designated staff to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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.

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.

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: Rachel Thapa, 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: St. Louis County Public Health, Government Services Building, Attn: Sarah Miller, 320 W. 2nd St., Suite 7 West, Duluth, MN, 55802.

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.

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

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.

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.

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.

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.

Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

Terms. This Agreement will begin effective the date of 09-01-19 and will remain in effect unless either party provides written notice of non-renewal three months before the annual termination date. Otherwise, this agreement may be terminated in accordance with the section on Termination below.

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

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

Signed: 
Superintendent, ISD709

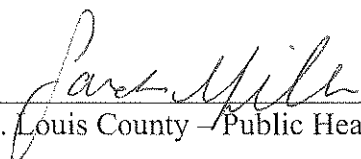
Date: 8/20/19

Signed: 
Director of Business Services, ISD709

Date: 8-15-19

Signed: 
LPMS Representative

Date: 08/14/19

Signed: 
St. Louis County – Public Health Representative

Date: 8/14/19

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

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, Independent School District (ISD) #709, 3200 W Superior Street, Duluth, MN 55806, hereinafter referred to as "District", for the period of July 1, 2019 to June 30, 2020.

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

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

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

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

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

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

1. TERM:

The term of this Agreement shall be in effect from July 1, 2019 to June 30, 2020.

2. EDUCATIONAL PLACEMENT DECISIONS:

County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the district liaison or a representative of the school in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

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3. BEST INTEREST FACTORS:

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

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

4. SERVICES

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

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

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5. PAYMENT FOR SERVICES:

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

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

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

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

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

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

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

5.6.1 Payment questions can be directed to Lisa King, Business Services Supervisor, 218-726-2153, kingl@stlouiscountymn.gov.

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

6. DISPUTE RESOLUTION:

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

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

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

9. **TERMINATION OF CONTRACT:**
Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.
10. **STANDARDS:**
The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.
11. **DATA PRACTICES:**
All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.
12. **AMENDMENTS:**
This agreement may be supplemented, amended or revised only in writing by agreement of both parties.
13. **NOTICES/COMMUNICATIONS:**
All notices and communication pursuant to this Agreement will be directed to the PHHS point of contact (POC):
- 13.1 Northern St. Louis County
Dave Schunk, CFS Supervisor
218- 471-7156
SchunkD@stlouiscountymn.gov
- 13.2 Southern St. Louis County
Kathy Bergum, CFS Supervisor
218-726-2242
bergumk@stlouiscountymn.gov
- 13.3 ISD #709, main contact
Dr. Darren Sheldon
Principal, Lakewood Elementary School
Federal Programming Coordinator, ISD #709
218-336-8870 ext 1011
darren.sheldon@isd709.org
- 13.4 ISD#709, secondary contact
Stephanie Williams
218-336-8700 x1149
stephanie.williams@isd709.org

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IN WITNESS WHEREOF, County and Provider agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2019 to June 30, 2020.

DISTRICT

Whit Smith

Superintendent

Date: 8/28/19

Rebecca Taylor-Kemp

Board Chairperson

Date: 8/28/19

COUNTY

Linnea B. Mirsch

Linnea B. Mirsch

Public Health & Human Services Director

Date: 8.29.19

Approved as to form and execution:

Benjamin M. Stromberg

Benjamin M. Stromberg

Assistant County Attorney

Date: 8/30/2019

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 315 work orders, and are currently working on 288 open work orders.
- Facilities maintenance trade crews are currently scheduled at Denfeld High School.
- Continuing to work with Human Resources and Firemen and Oilers Union to review and update position descriptions.
- Work is currently occurring as related to the two awarded MDE Safe Schools grant – Denfeld and Rockridge.
- We have made an offer to fill a vacant Master Electrician position.

Capital Construction:

- The LTFM 10 Year Plan PSS Track Replacement project is underway and progressing with a Sept 7th completion date. This date may get revised due to rainy weather.
- A pre-bid meeting was conducted, and bids are out for the work associated with the Federal Cops grant that will enhance site security.
- Work has begun through KA and Sourcewell for the LTFM HOCHS Fire Alarm System replacement project. This system is antiquated and we have a citation to replace from the fire marshal.
- Work is complete for the new LPMS bathroom/shower facility to facilitate needs of incoming students in the Special Education Program.

Building Operations

- Operations has accepted a voluntary demotion from the newly filled maintenance custodian position at Congdon Elementary. Currently, this position is open for internal transfer again before it will be posted.
- Operations have been working hard to get our schools ready for the start of the school year. A huge thank you is in order for all staff that has been working toward this goal. Amidst this critical time, operations staff took time to participate in ALICE training and practiced different ALICE scenarios conducted by trainers on the Facilities Management team.
- Earlier this year, a district wide custodial equipment inventory was conducted and reviewed. It was determined that the vast majority of our cleaning equipment was far beyond their expected life and performing ineffectively. An equipment replacement plan kicked off this year with the purchase of new equipment on a three-year lease-to- own program which was approved by the School Board in August and will provide our schools with top performing pieces of cleaning equipment and allow us to clean more efficiently and effectively. This new equipment will replace a portion of our end of life cleaning equipment, and in coming years we will look at future purchases as budget allows.
- Also, earlier this year, a district wide entry matting survey was conducted and reviewed. It was determined that almost all schools did not have adequate entry matting for entry ways. Many of the areas with inadequate matting are correlated with documented slip and falls. New matting for our schools replaces ones that are currently a trip hazard or installs mats where ones do not exist. Adequate entry matting in key entry ways can help stop up to 85 percent of soil coming into the building resulting in less soil to remove on a nightly basis saving time and resources.

Health, Safety & Environmental Management

Environmental/Health/Safety

- Fire Marshal Inspection was completed at Garfield.
- Kitchen Stove Hood Cleaning/Fire System Inspection was completed as required.
- Workers' Compensation training was given to all non-certified staff during Staff Development Day.
- Annual basketball hoop hoist inspections were completed and repairs were made as necessary for safe operation.
- Annual Sprinkler Inspections were completed.

Emergency Response

- Continue to work on updating the Classroom Guides, Student Handbook, and Emergency Response Cards to match what we now do with ALICE training.

Workers' Compensation Activities - AUGUST

- 6 First report of incidents
- 2 OSHA recordable incidents
 - Fell on left knee, heard a pop.
 - Large object fell on left foot while moving table.
- 2019 YTD Incidents
 - 170 First report of incidents received
 - 19 OSHA recordable incidents
 - 31 Days away from work
 - 270 Days of restricted work

August 25, 2019

William Gronseth
Superintendent of Schools

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

Cathy Erickson
CFO/Executive Director of Business Services

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

- Under Contract.

800 E. Central Entrance "Central High School Property"

- Inquiries and continued follow up and discussions have been ongoing with several developers and potential purchasers.

Marketing Venues

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

Respectfully,

Greg Follmer
Broker