

## **Business Committee - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 15, 2019

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 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 15
  - E. Investment Transactions 16
  - F. APU Projections 17
  - G. Fundraisers 20
  - H. Finance Education
    - 1) State Special Education Revenue Part I 21
3. **Bids, R.F.P.s and Quotes Reports**
  - A. Bids - None
  - B. RFPs - None
  - C. Quotes - None
4. **Policies and Regulations**
  - A. Annual Review of Policy 722 Public Data Requests 24  
The Minnesota Government Data Practices Act (MGDPA) requires an annual review of the data access policy.
5. **Contracts, Change Orders, and Leases**
  - A. Contracts
    - 1) Fond du Lac Tribal - Community College - College in the Schools (CITS) 30  
Attached is a contract with Fond du Lac Tribal and Community College for College in the School classes, which applies to both Denfeld and Duluth East high schools. The total of courses at both high schools is \$27,500.00.  
  
Recommendation: It is recommended that the Duluth School Board approve this contract.
    - 2) Essentia Health Sports Medicine Services 36  
Attached is a 5 year agreement with Essentia Health to provide sports medicine services to the students of the Duluth Public Schools.

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

3) Upper Lakes Foods, Inc. - Letter of Intent for Upper Lake Foods to Provide Food Service for Duluth Public Schools 45

This letter of intent serves as notice that Upper Lakes Foods will be recommended to contract with ISD 709 for the purpose of filling the District's food requirements.

Recommendation: It is recommended that the Duluth School Board approve this letter of intent.

4) PLACEHOLDER - Other Contracts

B. Change Orders

1) PLACEHOLDER - Other Change Orders

C. Leases

1) PLACEHOLDER - Other Leases

6. Resolutions

A. B-10-19-3683 - Acceptance of Donations 46

Recommendation: It is recommended that the Duluth School Board approve Resolution 10-19-3883.

B. B-10-19-3684 - Authorized Bank Account Signer 58

Recommendation: It is recommended that the Duluth School Board approve Resolution B-10-19-3884.

C. B-10-19-3685 Establishing Combined Polling Places for Multiple Precincts and Designating Hours During Which the Polling Places Will Remain Open for Voting for School District Elections not Held on the Day of a Statewide Election - This resolution was amended at the November 2019 Board meeting 59

Recommendation: It is recommended that the Duluth School Board approve Resolution B-10-19-3885.

D. PLACEHOLDER - Other Resolutions

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

A. Expenditure Contracts 61

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

B. Extension or Renewal Contracts - None

C. No Cost Contracts 127

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

D. Revenue Contracts - None

E. Change Orders Signed - None

F. Facilities Management & Capital Project Status Report 164

G. <u>Property Sale Updates</u>	<u>165</u>
H. <u>Consent Agenda</u>	<u>166</u>
I. <u>Naming Rights</u>	<u>169</u>
8. <b><u>Future Items</u></b>	
A. Final Levy Approval (December)	
B. Truth in Taxation Presentation (December)	
C. FY 2018-19 Audit Results (December)	
D. Policy Updates	

		General Fund Aug-19			Percent of year	16.67%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy	\$	-	\$ 18,094,028	\$ 18,094,028	\$ 18,094,028	100%
State aids		13,100,201	69,862,620	69,867,340	56,767,139	81%
Special ED (fin 740)		1,206,401	13,955,922	13,955,922	12,749,521	91%
Federal		128,970	5,812,924	6,057,924	5,928,954	98%
Other		36,683	-	61,683	25,000	
Other Local		293,840	3,267,468	3,298,844	3,005,004	91%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
<hr/>						
Total Revenue	\$	14,766,095	\$ 112,411,983	\$ 112,754,762	\$ 97,988,667	87%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	485,229	\$ 5,430,487	\$ 5,430,487	\$ 4,945,258	91%
105-110 District Support Services		1,239,872	5,522,790	5,522,790	4,282,918	78%
200-298 Elem & Secondary Reg		856,448	44,450,886	44,505,886	43,649,438	98%
300-380 Vocational Education		28,165	1,656,336	1,656,336	1,628,171	98%
400-422 Special Education		460,930	24,295,216	24,570,286	24,109,356	98%
505-590 Community Education						
605-640 Instructional Support		187,719	4,392,611	4,444,746	4,257,027	96%
710-770 Pupil Support		417,541	7,950,242	7,986,925	7,569,384	95%
805-865 Sites and Buildings		1,309,200	13,434,269	13,460,295	12,151,095	90%
910-940 Fiscal & Other Fixed		53,805	3,363,554	3,363,554	3,309,749	98%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
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Total Expenditures	\$	5,038,909	\$ 111,915,412	\$ 112,360,326	\$ 107,321,417	96%
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Excess Rev Over (Under)	\$	9,727,186	\$ 496,571	\$ 394,436	\$ (9,332,750)	

		Percent of year			16.67%	
		General Fund Unrestricted				
		Aug-19				
		FY19	FY 19 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
<b>Revenues</b>						
Levy	\$	-	\$ 13,865,066	\$ 13,865,066	\$ 13,865,066	100%
State aids		13,032,234	59,677,472	59,677,472	46,645,238	78%
Special ED (fin 740)		1,206,401	13,955,922	13,955,922	12,749,521	91%
Federal		-	-	-	-	
Other		36,683	-	61,683	25,000	
Other Local		185,538	2,430,255	2,430,255	2,244,717	92%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
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Total Revenue	\$	14,460,856	\$ 91,347,736	\$ 91,409,419	\$ 76,948,563	84%
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<b>Expenditures</b>						
010-050 Administration	\$	485,229	\$ 5,430,487	\$ 5,430,487	\$ 4,945,258	91%
105-110 District Support Services		1,239,872	5,382,790	5,382,790	4,142,918	77%
200-298 Elem & Secondary Reg		495,573	32,574,725	32,574,725	32,079,152	98%
300-380 Vocational Education		27,866	1,504,853	1,504,853	1,476,987	98%
400-422 Special Education		342,715	21,355,799	21,355,799	21,013,084	98%
505-590 Community Education						
605-640 Instructional Support		79,658	1,905,429	1,905,429	1,825,771	96%
710-770 Pupil Support		411,342	7,950,242	7,986,925	7,575,583	95%
805-865 Sites and Buildings		912,276	9,722,794	9,747,794	8,835,518	91%
910-940 Fiscal & Other Fixed		53,805	3,363,554	3,363,554	3,309,749	98%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
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Total Expenditures	\$	4,048,336	\$ 90,609,694	\$ 90,671,377	\$ 86,623,041	96%
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Excess Rev Over (Under)	\$	10,412,520	\$ 738,042	\$ 738,042	\$ (9,674,478)	

		Percent of year			16.67%
		General Fund Restricted			
		Aug-19			
	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
<b>Revenues</b>					
Levy	\$ -	\$ 4,228,962	\$ 4,228,962	\$ 4,228,962	100%
State aids	67,967	10,185,148	10,189,868	10,121,901	99%
Special ED (fin 740)	-	-	-	-	
Federal	128,970	5,812,924	6,057,924	5,928,954	98%
Other	-	-	-	-	
Other Local	108,302	837,213	868,589	760,287	88%
Student Activities	-	-	-	-	
Total Revenue	\$ 305,239	\$ 21,064,247	\$ 21,345,343	\$ 21,040,104	99%
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	140,000	140,000	140,000	100%
200-298 Elem & Secondary Reg	360,875	11,876,161	11,931,161	11,570,286	97%
300-380 Vocational Education	299	151,483	151,483	151,184	100%
400-422 Special Education	118,215	2,939,417	3,214,487	3,096,272	96%
505-590 Community Education					
605-640 Instructional Support	108,061	2,487,182	2,539,317	2,431,256	96%
710-770 Pupil Support	6,199	-	-	(6,199)	
805-865 Sites and Buildings	396,924	3,711,475	3,712,501	3,315,577	89%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
Total Expenditures	\$ 990,573	\$ 21,305,718	\$ 21,688,949	\$ 20,698,376	95%
Excess Rev Over (Under)	\$ (685,334)	\$ (241,471)	\$ (343,606)	\$ 341,728	

Percent of year **16.67%**

**Food Service Fund  
Aug-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	593	232,000	232,000	231,407	100%
Special ED (fin 740)	-	-	-	-	
Federal	110,627	2,674,000	2,674,000	2,563,373	96%
Other	12,867	8,000	1,400,800	1,387,933	99%
Other Local	1,877		12,500	10,623	85%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 125,964</b>	<b>\$ 2,914,000</b>	<b>\$ 4,319,300</b>	<b>\$ 4,193,336</b>	<b>97%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	110,811	4,315,142	4,319,642	4,208,831	97%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 110,811</b>	<b>\$ 4,315,142</b>	<b>\$ 4,319,642</b>	<b>\$ 4,208,831</b>	<b>97%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 15,153</b>	<b>\$ (1,401,142)</b>	<b>\$ (342)</b>	<b>\$ (15,495)</b>	

Percent of year **16.67%**

**Community Service Fund  
Aug-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ 967,904	\$ 967,904	\$ 967,904	100%
State aids	268,098	2,554,075	2,554,075	2,285,977	90%
Special ED (fin 740)	-	-	-	-	
Federal	479,320	2,048,958	2,048,958	1,569,638	77%
Other	-	-	-	-	
Other Local	351,325	1,992,063	1,992,063	1,640,738	82%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 1,098,743</b>	<b>\$ 7,563,000</b>	<b>\$ 7,563,000</b>	<b>\$ 6,464,257</b>	<b>85%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	392,326	7,789,371	7,789,371	7,397,045	95%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 392,326</b>	<b>\$ 7,789,371</b>	<b>\$ 7,789,371</b>	<b>\$ 7,397,045</b>	<b>95%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 706,417</b>	<b>\$ (226,371)</b>	<b>\$ (226,371)</b>	<b>\$ (932,788)</b>	

Percent of year **16.67%**

**Capital Projects Fund  
Aug-19**

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

		Percent of year			16.67%	
		Debt Service Fund Aug-19				
		FY19 Actual	FY 19 Budget Adopted      Revised		Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>						
Levy	\$	-	\$ 19,509,440	\$ 19,509,440	\$ 19,509,440	100%
State aids		832,318	2,194,363	2,194,363	1,362,045	62%
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		-	10,000	10,000	10,000	100%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue	\$	832,318	\$ 21,713,803	\$ 21,713,803	\$ 20,881,485	96%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities		2,300,879	20,744,824	20,744,824	18,443,945	89%
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Total Expenditures	\$	2,300,879	\$ 20,744,824	\$ 20,744,824	\$ 18,443,945	89%
<hr/>						
Excess Rev Over (Under)	\$	(1,468,561)	\$ 968,979	\$ 968,979	\$ 2,437,540	

		Trust Fund Aug-19			Percent of year	16.67%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy	\$	-	\$ -	\$ -	\$ -	
State aids		-	-	-	-	
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		-	252,950	252,950	252,950	100%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue	\$	-	\$ 252,950	\$ 252,950	\$ 252,950	100%
<hr/>						
<b>Expenditures</b>						
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		-	-	-	-	
<hr/>						
Total Expenditures	\$	-	\$ 250,000	\$ 250,000	\$ 250,000	100%
<hr/>						
Excess Rev Over (Under)	\$	-	\$ 2,950	\$ 2,950	\$ 2,950	

Percent of year **16.67%**

**Dental Internal Service Fund**  
**Aug-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	85,187	878,400	878,400	793,213	90%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 85,187</b>	<b>\$ 878,400</b>	<b>\$ 878,400</b>	<b>\$ 793,213</b>	<b>90%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	67,072	878,400	878,400	811,328	92%
<b>Total Expenditures</b>	<b>\$ 67,072</b>	<b>\$ 878,400</b>	<b>\$ 878,400</b>	<b>\$ 811,328</b>	<b>92%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 18,115</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (18,115)</b>	





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 08/31/2019**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
08/05/2019	V80030	DELTA DENTAL PLAN OF MN(EFT)	75,425.33
08/09/2019	V109781	AFSCME MN COUNCIL 5 EFT	686.53
08/09/2019	V106466	CITISTREET FOR MSRS	181,834.45
08/09/2019	V106637	EBC - FLEX EFT	8,383.72
08/09/2019	V106636	EBC - TSA EFT	66,690.89
08/09/2019	V102915	FEDERAL 941 PR TAXES	497,126.56
08/09/2019	V107231	HARBOR POINTE CREDIT UNION	4,463.00
08/09/2019	V108066	MG TRUST	92,916.36
08/09/2019	V05173	MN CHILD SUPPORT EFT	1,592.04
08/09/2019	V108320	MN DEPT OF REVENUE EFT	273.04
08/09/2019	V102916	MN STATE PR TAXES	89,143.63
08/09/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	44,980.60
08/09/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	281,327.11
08/09/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,411,112.12
08/23/2019	V109781	AFSCME MN COUNCIL 5 EFT	452.91
08/23/2019	V106637	EBC - FLEX EFT	8,566.22
08/23/2019	V106636	EBC - TSA EFT	59,971.55
08/23/2019	V102915	FEDERAL 941 PR TAXES	498,293.07
08/23/2019	V107231	HARBOR POINTE CREDIT UNION	4,463.00
08/23/2019	V108066	MG TRUST	92,832.99
08/23/2019	V05173	MN CHILD SUPPORT EFT	1,348.84
08/23/2019	V108320	MN DEPT OF REVENUE EFT	657.97
08/23/2019	V102916	MN STATE PR TAXES	89,567.39
08/23/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	47,945.69
08/23/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	277,211.14
08/23/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,420,485.90
08/26/2019	V106737	ASSOCIATED BANK (EFT)	136,014.38
08/26/2019	V06645	MEDICA HEALTH PLAN (EFT)	168,310.70
08/26/2019	V106638	PEIP - HLTH EFT	1,386,647.48
08/26/2019	V104923	HARRIS BANK	12,486.82
08/26/2019	V100499	MN DEPT OF REVENUE EFT	300.00
			6,961,511.43

**ISD 709 - Duluth Public Schools**  
**GF Investment Activity for FY20**  
**As of August 31, 2019**

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

**Add Purchases:**

Date	Issuer	Broker	Matures	Yield (YTM)	
8/23/2019	MN Trust Term Series	MNT	9/25/2019	2.05%	\$ 10,000,000.00
8/22/2019	Veritex Community Dallas TX	MBS	10/16/2019	1.90%	\$ 249,000.00
8/22/2019	Ameris Bank Moultrie GA	MBS	11/13/2019	1.90%	\$ 248,000.00
8/20/2019	Bank of China	MNT	2/25/2020	2.08%	\$ 247,300.00
8/20/2019	Pacific Western Bank	MNT	2/25/2020	1.98%	\$ 247,400.00
8/20/2019	Citadel FCU	MNT	2/25/2020	1.94%	\$ 247,500.00
8/20/2019	Servisfirst Bank	MNT	2/25/2020	1.96%	\$ 247,400.00

**Total Purchases \$ 11,486,600.00**

**Deduct Maturities/Calls/Sales:**

Date	Issuer	Broker	Matures	Yield (YTM)	
8/22/2019	First Natl Bk of Albany TX	MBS	8/22/2019	2.25%	\$ 248,000.00
8/23/2019	Iberiabank Lafayette FA	MBS	8/23/2019	2.35%	\$ 248,000.00
8/23/2019	MN Trust Term Series	MNT	8/23/2019	2.15%	\$ 7,000,000.00
8/26/2019	Capital One Natl Assn McLean VA	MBS	8/26/2019	2.10%	\$ 244,958.11
8/26/2019	New York Cmty Bk New York NY	MBS	8/26/2019	2.35%	\$ 248,000.00
8/30/2019	BankUnited Natl Assn FL	MBS	8/30/2019	2.40%	\$ 248,000.00

**Total Maturities \$ 8,236,958.11**

**Other items:**

Add: Money Market Funds Interest \$ 122.63  
 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 \$ 122.63**

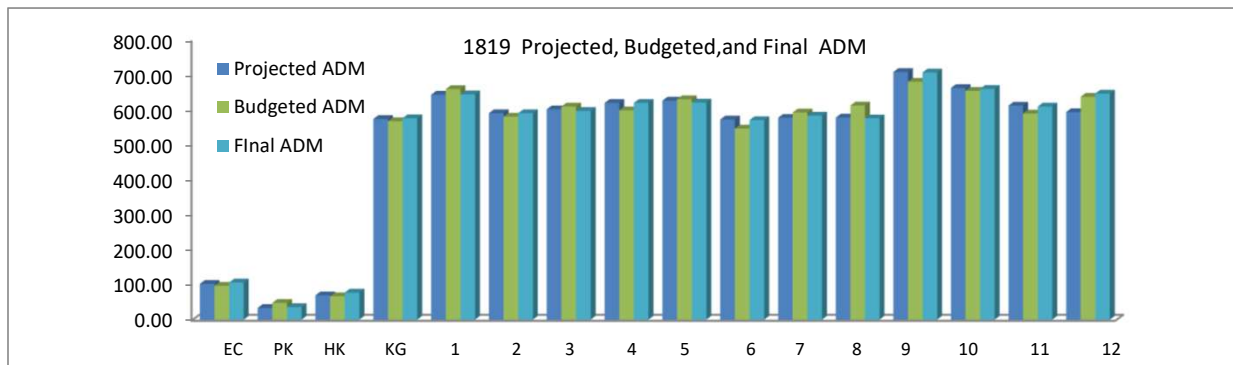
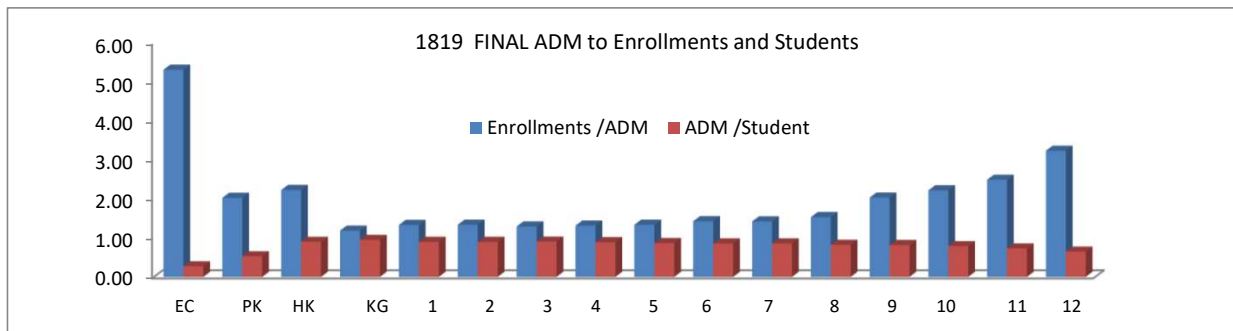
**Ending Investment Balance (August 31, 2019) \$ 11,710,393.20**

**Note:** Ending Investment Balance as of August 31, 2018 was \$9,426,615.51

**Duluth Public Schools: Average Daily Membership (ADM) Summary  
End Of Year 2019**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Budgeted ADM	Projected ADM	Final ADM	Difference Projected to Final	Enrollments /ADM	ADM /Student
EC	566	390	291	97.00	102.47	106.38	3.91	5.32	0.27
PK	73	68	56	48.10	33.60	35.96	2.36	2.03	0.53
HK	173	86	75	67.00	69.77	77.53	7.76	2.23	0.90
KG	686	607	571	568.00	574.44	576.74	2.30	1.19	0.95
1	861	717	645.88	660.00	643.93	644.98	1.05	1.33	0.90
2	792	658	593	581.00	591.21	591.03	-0.18	1.34	0.90
3	774	659	604	610.00	602.18	597.55	-4.63	1.30	0.91
4	817	697	629	599.00	620.44	620.48	0.04	1.32	0.89
5	832	717	635.69	631.00	627.04	621.52	-5.52	1.34	0.87
6	817	666	580.95	547.00	573.04	571.29	-1.75	1.43	0.86
7	832	681	597.55	593.00	577.85	584.07	6.22	1.42	0.86
8	885	699	598.1	613.00	578.38	576.29	-2.09	1.54	0.82
9	1442	864	727.95	681.00	709.05	707.65	-1.40	2.04	0.82
10	1469	837	680.9	655.00	663.22	660.55	-2.67	2.22	0.79
11	1522	834	629.15	590.00	612.81	609.91	-2.90	2.50	0.73
12	2097	995	609.95	638.00	594.11	647.15	53.04	3.24	0.65
<b>Total:</b>	<b>14638</b>	<b>10175</b>	<b>8525.12</b>	<b>8178.10</b>	<b>8173.54</b>	<b>8229.08</b>	<b>55.54</b>	<b>1.78</b>	<b>0.81</b>

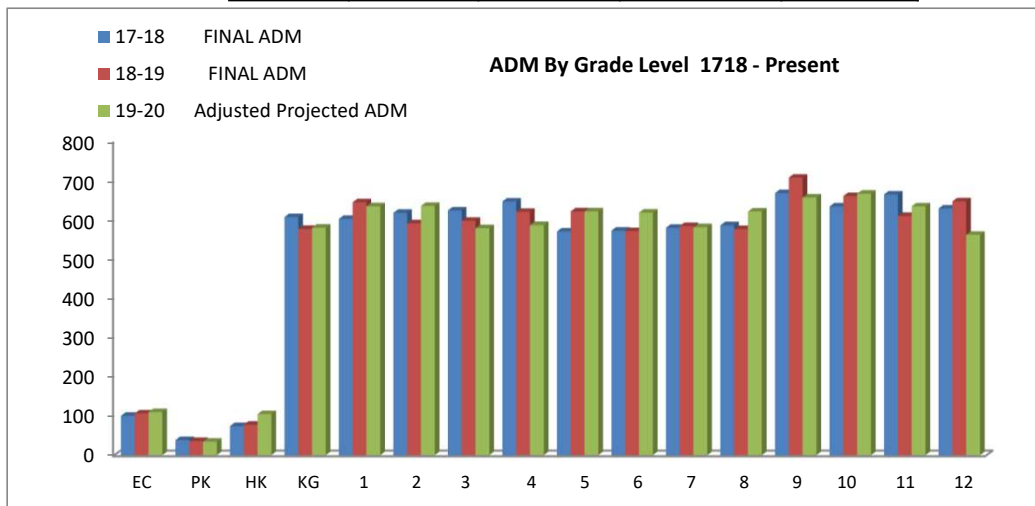
Projected ADM/Final ADM >> **0.99325**



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

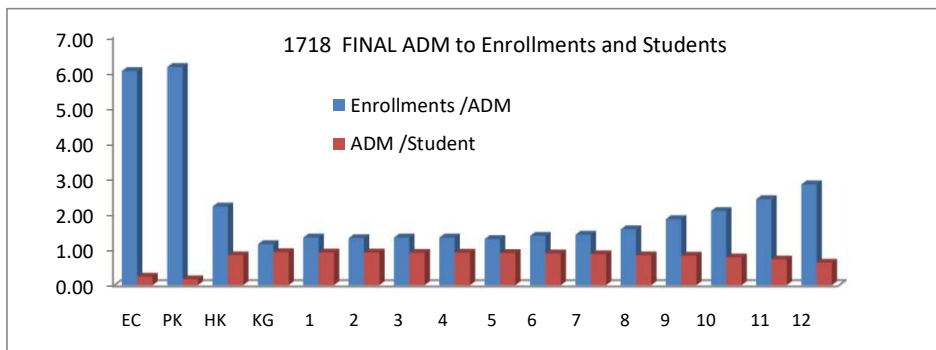
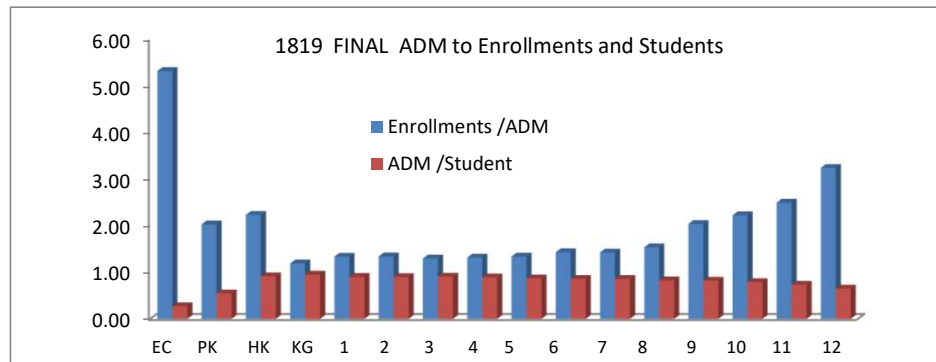
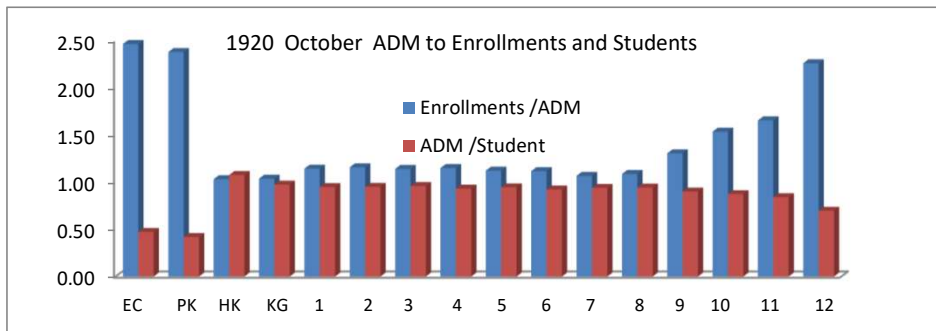
Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	271	232	216	109.74	50.00	2.47	0.47
PK	82	82	65	34.40	47.12	2.38	0.42
HK	108	97	93.6	104.49	70.00	1.03	1.08
KG	603	594	584.67	580.00	554.00	1.04	0.98
1	727	668	640	634.50	640.00	1.15	0.95
2	737	668	641	635.49	616.00	1.16	0.95
3	661	602	583.5	578.49	590.00	1.14	0.96
4	676	629	597.51	586.59	574.00	1.15	0.93
5	699	656	633.02	621.45	608.00	1.12	0.95
6	692	669	629.9	618.39	592.00	1.12	0.92
7	630	626	605.7	589.17	585.00	1.07	0.94
8	685	666	646.9	629.25	588.00	1.09	0.94
9	870	737	720.85	664.90	670.00	1.31	0.90
10	1038	771	731.35	674.59	703.00	1.54	0.87
11	1077	771	704.2	649.55	632.00	1.66	0.84
12	1376	870	658.6	607.48	597.00	2.27	0.70
<b>Total:</b>	<b>10932</b>	<b>9338</b>	<b>8751.8</b>	<b>8318.48</b>	<b>8116.12</b>	<b>1.31</b>	<b>0.94</b>

GRADE	17-18 FINAL ADM	18-19 FINAL ADM	19-20 Adjusted Projected ADM	Expected Attrition
EC	100.31	106.38	109.74	
PK	38.4	35.96	34.40	
HK	74.02	77.53	104.49	
KG	607.06	576.74	580.00	
1	602.43	644.98	634.50	
2	617.88	591.03	635.49	
3	624.05	597.55	578.49	
4	646.85	620.48	586.59	
5	570.25	621.52	621.45	
6	572.48	571.29	618.39	
7	579.71	584.07	581.17	-8.00
8	586.18	576.29	621.25	-8.00
9	668.14	707.65	656.90	-8.00
10	634.02	660.55	666.59	-8.00
11	664.72	609.91	634.35	-15.20
12	628.87	647.15	561.88	-45.60
<b>Total:</b>	<b>8215.37</b>	<b>8229.08</b>	<b>8225.68</b>	<b>-92.80</b>



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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Adjusted Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	271	232	216	109.74	50.00	2.47	0.47
PK	82	82	65	34.40	47.12	2.38	0.42
HK	108	97	93.6	104.49	70.00	1.03	1.08
KG	603	594	584.67	580.00	554.00	1.04	0.98
1	727	668	640	634.50	640.00	1.15	0.95
2	737	668	641	635.49	616.00	1.16	0.95
3	661	602	583.5	578.49	590.00	1.14	0.96
4	676	629	597.51	586.59	574.00	1.15	0.93
5	699	656	633.02	621.45	608.00	1.12	0.95
6	692	669	629.9	618.39	592.00	1.12	0.92
7	630	626	605.7	581.17	585.00	1.07	0.94
8	685	666	646.9	621.25	588.00	1.09	0.94
9	870	737	720.85	656.90	670.00	1.31	0.90
10	1038	771	731.35	666.59	703.00	1.54	0.87
11	1077	771	704.2	634.35	632.00	1.66	0.84
12	1376	870	658.6	561.88	597.00	2.27	0.70
<b>Total:</b>	<b>10932</b>	<b>9338</b>	<b>8751.8</b>	<b>8225.68</b>	<b>8116.12</b>	<b>1.31</b>	<b>0.94</b>





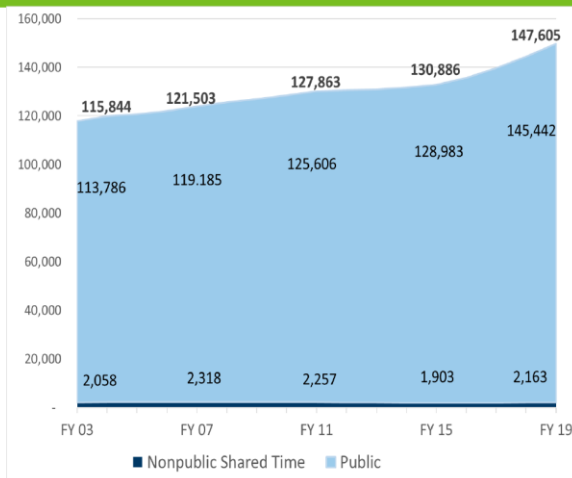
2. H. Education Finance: State Special Education Revenue - Part 1

Before we get into the components of determining State Special Education Revenue, let’s look at some concepts, categories, and District and State statistics.

1. Every student generates general education revenue regardless of whether they qualify for special education services.
2. Understanding that the cost to provide Special Education can be very expensive, special education revenue calculations were created to provide supplemental financial support.
3. While there is one “State Special Education Aid” revenue, it’s composed of 5 calculations. They include: Initial Aid, Excess Cost, Special Transportation, Tuition Adjustments, and Hold Harmless.
4. Generally speaking, students do not generate revenue in a “per pupil” formula like many other school revenues. Districts submit expenses and those are used to calculate a partial reimbursement for those eligible costs.
5. Where a student lives matters. In most cases, the Resident District is responsible for the costs of providing special education services even if another district is providing it (Tuition Billing). Billing rates are calculated by the state for each district and revenue is exchanged through the state payment processes to make sure costs get allocated to the home districts.
6. From FY16 through FY20 there has been a cap on how much special education revenue a district can receive. In FY20, the state is providing a new aid to cover a small portion of the Special Education Cross Subsidy. This is generated amount costs that districts must absorb in their general fund to fully pay for special education costs. This new cross subsidy aid is really only holding the gap steady rather than reducing the impact on the general fund.

How many students receive Special Education Services?

Special Education Enrollment, Birth-21  
(Unduplicated December 1 Child Count – Public and Nonpublic Shared Time)

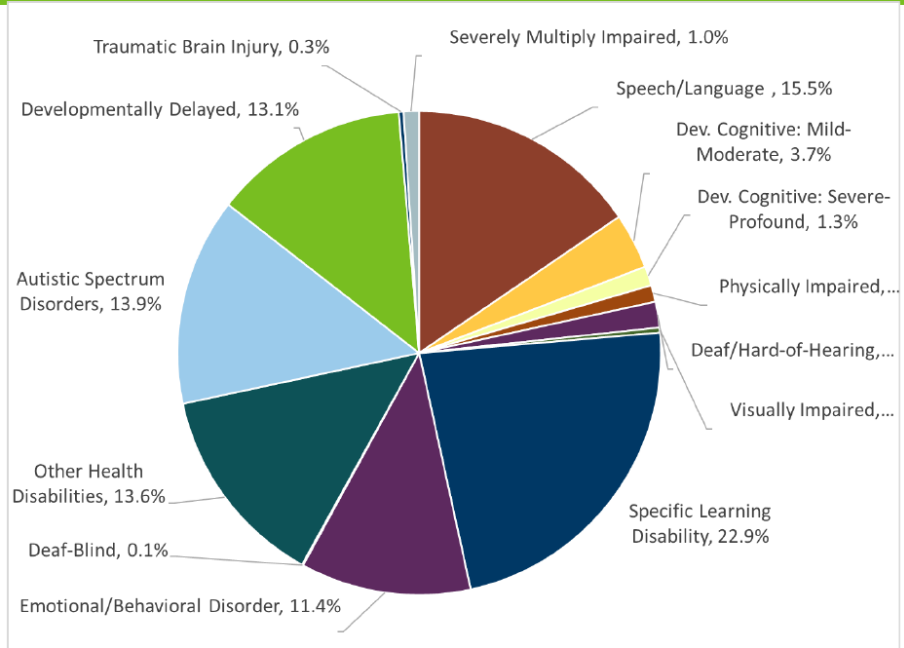


As a comparison, MDE reports show an estimated enrollment of 872,561 public school students for FY19 – of those, 145,442 students are receiving special education services – **approximately 16.7%**

For Duluth Public Schools the students identified (Residents) on the Dec. 1, 2018 count were 9,185 public school students, and 1,633 receiving special education services – **approximately 17.8%**

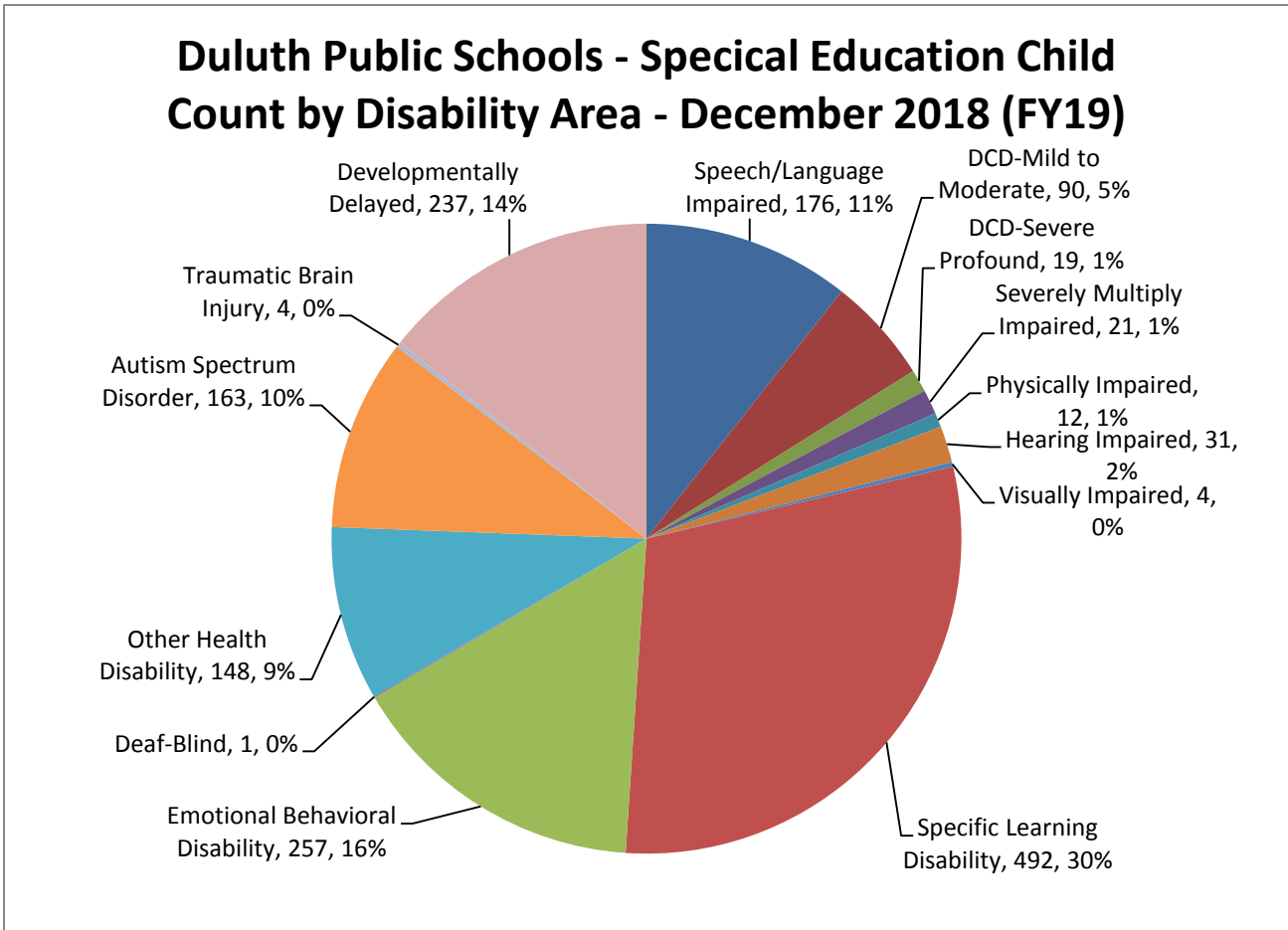
Students receiving special education services are identified by Disability Area. Here is the breakout as a statewide average and for Duluth Public Schools, using the December 1, 2018 Child Count Report

## Special Education Enrollment by Primary Disability, FY 2019 Public School and Nonpublic Shared Time Students, Birth-21

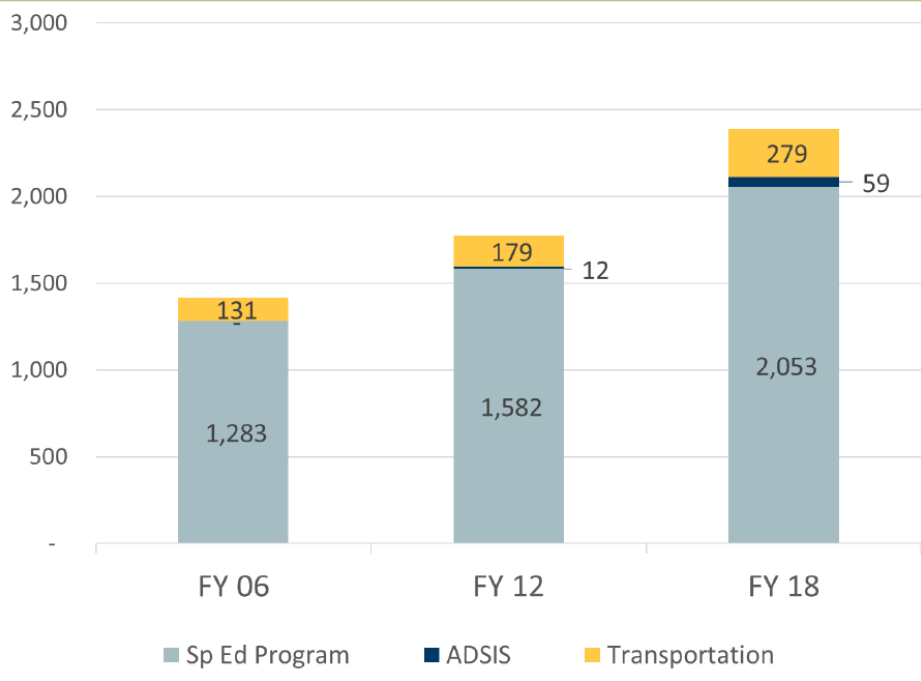


2/4/2019

10



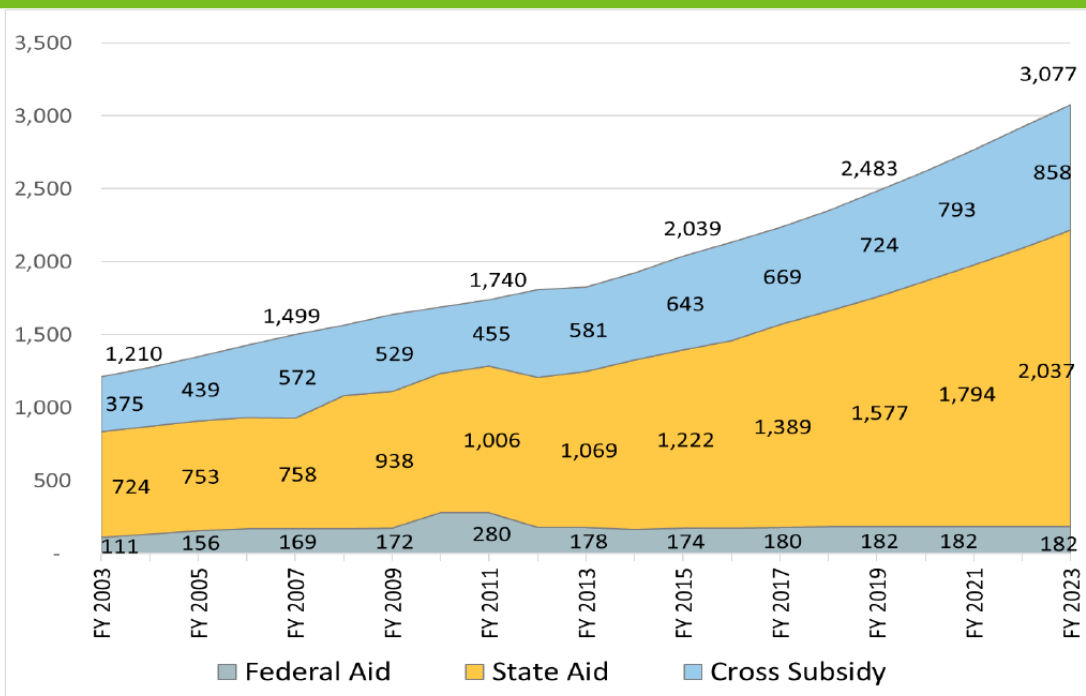
# Expenditures Eligible for State and Federal Special Education Aid Breakdown of Special Education Program, ADSIS and Transportation Costs (\$ in Millions FY 2006-FY 2018)



2/4/2019

16

# Special Education Funding Trends, FY 2003–FY 2023 Federal Aid, State Aid and Cross-Subsidy – Current \$ in Millions November 2018 Forecast



2/4/2019

23

## **722 PUBLIC DATA REQUESTS**

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

#### **A. Government Data**

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

#### **B. Inspection**

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

#### **C. Public Data**

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

#### **D. Responsible Authority**

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

#### **E. Summary Data**

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

#### IV. REQUESTS FOR PUBLIC DATA

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

- Date the request is made;
  - A clear description of the data requested, including date spans if applicable;
  - Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - Method to contact the requestor (such as phone number, address, or email address).
1. A requestor is not required to explain the reason for the data request.
  2. The identity of the requestor is public, if provided, but cannot be required by the government entity.
  3. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
  4. Written requests for data can be returned several ways:

Email: [data.request@isd709.org](mailto:data.request@isd709.org)  
 Fax: 218-336-8773  
 Mail: ISD 709 – Attn: Business Services  
 215 N 1<sup>st</sup> Ave E, Room 215  
 Duluth, MN 55802  
 In Person: see mail address above

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

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

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

or specific provision of federal law on which the determination is based.

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

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

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

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

## **VI. COSTS**

### A. Public Data

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

### B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:

- a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
- b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

### **Data Practices Contacts**

**Responsible Authority:**

Superintendent  
 215 North First Avenue East, Room 213  
 Duluth, MN 55802  
 Data.Request@isd709.org

**Data Practices Compliance Official:**

Chief Financial Officer  
 215 North First Avenue East, Room 215  
 Duluth, MN 55802  
 Data.Request@isd709.org

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

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

New Policy  
 Replacing: Policy 108  
 First Reading: 09-18-2018  
 Adopted: 10-16-2018

## DULUTH PUBLIC SCHOOLS - DATA REQUEST FORM

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

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

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### **Requested method to access data:**

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

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

### **Contact Information (optional) \*\***

**Name:**

**Phone Number:**

**Email address:**

**Address:**

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

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

### **Written requests for data can be returned several ways:**

Email: [data.request@isd709.org](mailto:data.request@isd709.org)  
Fax: 218-336-8773  
Mail: ISD 709 – Attn: Business Services  
215 N 1<sup>st</sup> Ave E, Room 215  
Duluth, MN 55802  
In Person: see mail address above

College in the Schools Operating Guidelines 2019-2020 Academic Year

Fond du Lac Tribal & Community College (FDLTCC) and ISD #709 enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those that are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.
2. Teachers of college courses in high schools should have (1) a master's degree in the field to be taught; or (2) master's degree and 18 graduate credits which would apply to the field to be taught; and (3) has had at least 5 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates. **If instructors do not meet the credentialing requirement they must have a professional development plan on file with the college in order to teach the class during 2019-2020 school year.**
3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless the college authorizes an exception. The college mentor for the course will work with the instructor on textbook selection.
4. The course content and course outline are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.
  - A. Course plans shall be developed which address:
    - The length and number of class meetings and how they will be used to cover the subject matter of the course.
    - Class lists and procedures for adding or dropping courses. (A student may drop or add a course within the first 25 days of the college schedule.) High school teachers or CITS coordinators must report all class withdrawals to the college before the 60<sup>th</sup> day of the college semester schedule.
    - Library resources and college writing expectations.
    - Required materials and tests.
    - Attendance policy and how it applies to grading.
  - B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:
    - At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
    - At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director.

College in the Schools Operating Guidelines 2019-2020 Academic Year

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor: and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

Minnesota State Board Policy states the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

CITS participation shall be available to students enrolled through a Minnesota high school, home school, or alternative-learning center who present evidence of the ability to perform college-level work. Such evidence includes the following:

A. for juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA

B. for seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA

C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.

D. Students who are eligible for College in the Schools must fill out a CITS application and take a placement test (Accuplacer/ACT/MCA). The accuplacer shall be administered by the college staff to high school students seeking to enroll in CITS classes

An exception to the above standards may be approved by the community college president based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

College in the Schools Operating Guidelines 2019-2020 Academic Year

7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.
8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.
9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), and time for the instructor to plan the course and meet with the designated mentor.
10. The fee will be \$2500 for each CITS Course offered per semester. Multiple sections of the same course taught by the same instructor during the same semester will not incur an additional fee. The course will be at no cost to the student.
11. A minimum of 10 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC President.
12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.
13. High School instructors teaching CITS classes must make every effort to attend annual college professional development days provided by the college.

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Superintendent

*Stephanie Hammitt 9/17/19*

Stephanie Hammitt, President  
Fond du Lac Tribal & Community College

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE  
COLLEGE IN THE SCHOOLS COURSES  
2019/2020

Duluth Denfeld High School (ISD #709)

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
<b>Political Science:</b>			
POLS 1010- American Government	2	3	Angelo Florestano
<b>Psychology:</b>			
PSYC 2001- General Psychology	1	4	Gina Hollinday
<b>Science:</b>			
PHYS 1001- Introduction to Physics	AY	4	Kevin Michalicek
CHEM 1010- General Chemistry I	AY	5	Kevin Michalicek

4 Classes X \$2,500= \$10,000

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE  
COLLEGE IN THE SCHOOLS COURSES  
2019/2020

34

**Duluth East High School (ISD #709)**

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
<b>Law Enforcement:</b>			
LAWE 1001- Introduction to Crim. Just.	1	3	Richard Updergove
<b>Political Science:</b>			
POLS 1010- American Government	1	3	Richard Updergove
POLS 1010- American Government	2	3	Richard Updergove
<b>Psychology:</b>			
PSYC 2001- General Psychology	1	4	Jacalyn Ring
PSYC 2001- General Psychology	2	4	Jacalyn Ring
<b>Science:</b>			
CHEM 1010- General Chemistry I	AY	5	Cheryl Kurosky
PHYS 1001- Introduction to Physics	AY	4	Cheryl Kurosky

**7 Classes X \$2,500= \$17,500**

Customer ID: 00023044

Invoice Date: 09/13/2019  
Due Date: 09/13/2019  
Invoice Number: 00074215  
Amount Due: \$27,500.00

Credit Card No:  
Expiration Date:  
Signature:  
Amount:

ISD 0709 Duluth Public Schools  
215 N 1st Ave E  
Duluth MN 55802

Please return this portion with payment

Customer ID: 00023044

Invoice Date: 09/13/2019  
Due Date: 09/13/2019  
Invoice Number: 00074215

Remit To: Fond du Lac Tribal & Comm.Coll  
Attn:Business Office  
2101 14th St  
Cloquet MN 55720

ISD 0709 Duluth Public Schools  
215 N 1st Ave E  
Duluth MN 55802

Contact Phone:

Date	Description	Balance Due
****	*****	*****
09/13/2019	College in the High Schools Program 2019-20 Denfeld	\$10,000.00
09/13/2019	College in the High Schools Program 2019-20 East HS	\$17,500.00
	Total Amount Due:	\$27,500.00

*Budget Code*  
01-211-605-000-200 139400

## AGREEMENT FOR THE PROVISION OF SPORTS MEDICINE SERVICES

This Sports Medicine Services Agreement (“Agreement”) is entered into as of **August 1, 2019** (“Effective Date”), by and between **St. Mary’s Duluth Clinic Health System, dba Essentia Health East**, on its own behalf and on behalf of its affiliates, including The Duluth Clinic, Ltd. (referred to individually and collectively as “**Essentia**”), and **Independent School District #709, also known as Duluth Public Schools (“DPS”)**.

### RECITALS

- A. Essentia is a Minnesota nonprofit corporation whose purposes include advancement of healthcare in the region that it serves.
- B. DPS is a Minnesota independent school district which is required to provide professional sports medicine services to its student athletes.
- C. DPS wishes to obtain from Essentia, and Essentia wishes to provide, sports medicine services to be provided by one or more Essentia-employed health care professionals as set forth in this Agreement.

### AGREEMENT

1. **Professional Services.** Essentia-employed physicians and certified athletic trainers or registered physical therapists with a sports medicine interest (“Professionals”) will provide the services described in Exhibit A (“Services”). Prior to the commencement of this Agreement, Essentia will provide DPS with the name(s) of the Professionals who will provide Services under this Agreement, and will notify DPS of any change. Essentia will ensure that Professionals perform the Services in compliance with applicable statutes, regulations, and standards of federal, state and other governmental and regulatory bodies having jurisdiction over the Professionals.
2. **Schedule.** The scheduling of time spent by Professionals in the provision of Services shall be mutually agreed upon by Essentia and DPS; the parties anticipate the schedule and amounts to be approximately as described on the attached Exhibit A, and time spent providing Services may be unevenly divided among the months. If the parties are unable to agree on the scheduling and/or the amount of Services, either party may terminate this agreement as set forth in subsection 12.b.
3. **Space, Equipment, Staff Services and Supplies.** Essentia shall purchase and provide athletic training supplies up to \$1000 per year per DPS high school. DPS shall make available to Professionals all such other space, equipment, staff services and supplies as may be necessary for Professionals to provide the Services hereunder.
4. **Further Obligations of DPS.** DPS agrees to the obligations set forth in Exhibit B.
5. **Compensation; Marketing Fees.** Essentia will provide the Services to DPS in exchange for the performance by DPS of its obligations set forth in this Agreement, and will provide DPS three hundred twenty-five thousand dollars (\$325,000) payable as follows:

- within thirty days of the date this Agreement is fully executed, \$100,000 to purchase new weight room equipment at Denfeld High School and East High School
- within thirty days of the first, second, third, and fourth anniversary dates, \$56,250 to be distributed in equal parts to Denfeld High School and East High School to improve athletic facilities and support services associated with student wellness

## 6. Relationships.

- Relationship between Essentia and DPS. The parties to this Agreement are at all times performing as independent contractors. Nothing in this Agreement shall constitute or be construed as the creation of an employment relationship, partnership, or joint venture between DPS and Essentia and/or Professionals, or any of their agents or employees. Neither Essentia nor any of its agents or employees is to be considered an agent or employee of DPS for any purpose. Essentia and DPS shall each be solely responsible for acts and omissions of itself, its employees and its agents.
- Relationship to DPS Students. This Agreement does not create an express or implied contract to provide care to DPS students beyond that which is set forth herein. Further, Essentia's commitment to provide Services hereunder does not obligate DPS student athletes to utilize such Services.

Persons who receive Services are being served as students of DPS and not as patients of Essentia. Essentia and Professionals have no clinical obligation to these students beyond the provision of Services, except to the extent that Professionals may be reasonably expected to respond to an emergent situation which is identified through or which results from the provision of Services. It is each student's responsibility to obtain any medical care that may be necessary/appropriate and which is outside the scope of this Agreement, and it is the student's prerogative to choose the provider from whom or from which such medical care (if any) is obtained.

- ~~Non-Exclusivity Relationship.~~ In addition to its marketing opportunity obligations hereunder, without the prior written approval of Essentia DPS agrees not to offer, grant, or sell the right to name any portion or subordinate portion of a DPS facility, including but not limited to high schools, sports centers, and stadiums, or to place any permanent or temporary signs about a DPS facility to any third party: i) whose primary business falls within the category of providing healthcare services, ii) who engages in business activities or offers products or services that are competitive with one or more of Essentia's products or services, or iii) who otherwise could be reasonably identified by Essentia or the public to be a direct competitor of Essentia in the provision of healthcare services. Essentia or any of its affiliates may enter into agreements with any other party for the same or similar services.

- Record Retention.** Essentia shall not retain any medical documentation related to Professionals' provision of Services hereunder. Information related to the provision of Services will be provided to DPS for maintenance in its student medical records. DPS assumes all responsibility for ensuring that any such information obtained from Essentia is maintained in a manner that complies with applicable federal and state laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).

- 8. Insurance.** Each party shall, at its expense, carry liability and professional liability insurance or provide self-insurance covering its acts and omissions under this Agreement, with limits of at least \$1 million per claim and \$3 million aggregate.
- 9. Compliance.** Both parties shall comply with applicable state and federal laws and regulations including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder (“HIPAA”), laws and rules governing the provision of health care and payment therefor, the Occupational Safety and Health Administration regulations, and legal standards relating to the interaction of personnel in the workplace.
- 10. Confidentiality.** Both parties shall maintain the confidentiality of student and medical information, in accordance with applicable state and federal laws, rules and regulations. All documentation and records relating to Professionals’ provision of Services hereunder shall be and remain the sole property of DPS, subject to the student’s rights in such documentation and records. As a result of Essentia’s provision of Services, the parties may have access to or become acquainted with confidential information relating to each other’s business operations. Both parties, on their own behalf and on behalf of their employees, acknowledge the importance to the other party of maintaining the confidentiality of such information and agree never to use or disclose such information except as necessary to carry out their obligations under this Agreement. Upon termination of this Agreement, both parties agree to return to each other all copies of data, records or other tangible documents which contain, embody or disclose, in whole or in part, any confidential patient information or any general confidential information. The provisions of this Section 10 shall survive the termination of this Agreement.

For purposes of this Section 10, “confidential information” shall not include: (a) information generally known to the public; (b) information which becomes known to the public through no action of either Essentia or DPS; or (c) information for which the disclosure has been consented to by each of the parties.

- 11. Indemnification.** The parties are each responsible for their own acts or omissions, and are not liable for the acts or omissions of, or the costs of defending, others. Nothing in this section shall preclude a finding of liability on the part of either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.
- 12. Term and Termination.** Unless sooner terminated as provided for herein, this Agreement shall remain in effect for five (5) years, expiring on **July 31, 2024** and shall not automatically renew. This Agreement may be terminated as follows:
- a. Mutual Written Agreement. This Agreement may terminate at any time upon written agreement of the parties.
  - b. For Cause. Either party may terminate this Agreement with cause upon default by the other party under any material term of this Agreement and failure of the defaulting party to cure such default within sixty (60) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure such default, this Agreement shall terminate upon written notice. For purposes of this subsection 12.b, “for cause” shall include, but not be limited to, failure by DPS to follow the advice of Professionals regarding the health and safety of student athletes.

- c. Change in Law. In the event there are changes or clarifications to any applicable laws, rules or regulations that affect, in the opinion of either party’s legal counsel, any legal right of any party to this Agreement, the affected party may notify the other party. Upon such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If the parties are unable to agree to modifications, either party may terminate this Agreement by providing at least sixty (60) days’ notice to the other party.
- d. Jeopardy; Immediate Termination. Essentia may terminate this Agreement immediately with no penalty if, in its sole determination and discretion, the Agreement places Essentia or any of its affiliates at risk of adverse action by any state or federal governmental agency or accrediting body, including, but not limited to licensing and non-profit or tax-exempt status.
- e. Effect of Termination. In the event this Agreement is terminated by Essentia for cause, DPS shall refund to Essentia a pro-rated portion of the funds paid to DPS pursuant to section 5 for any incomplete term year. By way of example only, and not limitation, if the Agreement is terminated in the sixth month of the second year, DPS would be required to reimburse Essentia \$12,500.

**13. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, by certified mail or via recognized overnight courier service, to the other party at its address set forth below, or to such other address as such party may designate by notice pursuant to this section. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt, if by certified mail or courier service.

If to Essentia	With a copy to:
St. Mary’s Duluth Clinic Health System	Essentia Health
Attn: SVP, Operations	Office of General Counsel
520 East Second Street	502 E. Second Street
Duluth, MN 55805	Duluth, MN 55805

If to DPS	
Independent School District #709	
Attn: <u>Superintendent</u>	
215 North First Avenue East	
Duluth, MN 55802	

**14. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflict of laws principles thereof.

**15. Force Majeure.** Each party shall be excused from performance of its obligations under this Agreement to the extent such performance is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, unanticipated Professional illness or other temporary Professional unavailability through no fault of Essentia, war, act of terrorism or other violence, invasion by

extraterrestrials, or any law, order, proclamation, regulation or ordinance, or demand or requirement of any government agency. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

**15. Miscellaneous.** Neither party may assign this Agreement without the prior written consent of the other. The parties agree to amend this Agreement as necessary to comply with any changes in applicable laws and regulations. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof. **Specifically, this Agreement supersedes that certain Sports Medicine Services Agreement between DPS and St. Mary’s Duluth Clinic Health System, effective August 1, 2016, which the parties mutually agree terminates contemporaneously with the Effective Date of this Agreement.** It may be executed in any number of counterparts, each of which will be deemed to be the original. No amendment to this Agreement or any exhibit shall be effective unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable. The remaining provisions shall remain in effect, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been a part of this Agreement.

**St. Mary’s Duluth Clinic Health System**

**Independent School District #709**

By: DRAFT-DO NOT SIGN

By: DRAFT-DO NOT SIGN

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Essentia Health Marketing Department**

By: DRAFT-DO NOT SIGN

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

Title: \_\_\_\_\_

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

## EXHIBIT A SERVICES

Through its Professionals Essentia shall:

- provide professional sports medicine services to DPS with the objective of enabling high school student athletes to play to their full potential;
- provide a strength and conditioning coach at each DPS high school, up to 90 minutes per day, Monday through Thursday, during each school year;
- assign a team physician who shall supervise and may provide backup coverage for the Essentia-assigned certified athletic trainer(s).
- provide DPS with protocols and practices regarding the assessment and treatment of student athletes;
- coordinate sports medicine services provided by Essentia and/or by other health care providers and/or by DPS personnel;
- direct student athletes to DPS on-campus medical facilities for treatment of injuries when in the opinion of Professional(s), it is medically appropriate to do so;
- assign to DPS one or more Professional(s) who are certified athletic trainers to provide services including, but not necessarily limited to the following services, all of which shall be provided in accordance with established protocols and under the medical supervision of the team physician:
  - provide on-duty coverage at the training room, such coverage is estimated to be 2:30 p.m. to 10 p.m. during regular school days, not to include holidays or Sundays, and is further subject to practices and events;
  - provide event coverage for home events for contact/collision sports and provide event coverage for all other sports for home events if mutually agreed to in advance by the parties (coverage would not include Sundays); travelling and providing coverage for "away" varsity events will be based upon DPS need and subject to availability of Essentia staff, and will be as mutually agreed to by the parties on a case-by-case basis
  - provide routine/daily training services such as preventive care, assessment and treatment of injuries, rehabilitation of injuries, and assessment of readiness for sports participation;
  - keep an inventory of and arrange for procurement of needed trainer's equipment and supplies;
  - act as the primary liaison between student athletes, coaching staff and other health care providers in matters pertaining to evaluation and treatment of sports-related injuries and other health problems;
  - carry out on-site evaluation and immediate care of injuries/health problems; "evaluation" typically includes an assessment of the student athlete's readiness to continue or resume practice or play;
  - recommend to students any further evaluation and care that may be required but is beyond the scope of Services provided by Essentia hereunder;
  - carry out preventive and rehabilitative care under the direction of the team physician or a registered physical therapist (RPT) who has established a rehabilitative plan of care;
  - report to the coaching staff on a regular basis regarding each student athlete's readiness to play;
  - report information to coaching staff that is specific to any student athlete who is being evaluated or treated for any injury or health problem;

- communicate with the team physician on a regular basis regarding student athletes' readiness to play and the status of all students being evaluated or treated for any injury or health problem; and
- provide such additional services based upon need and availability as mutually agreed to by the parties.

DRAFT V3.2

## EXHIBIT B OBLIGATIONS OF DPS

### General obligations:

- ensure that health history and consent for participation/treatment forms are obtained for each student athlete prior to and as a condition of participation in DPS sports programs;
- provide Essentia with input regarding the selection of Professionals;
- provide Essentia with feedback regarding Professionals' performance of Services hereunder;
- recognize the responsibility and authority of Professionals to direct the care of injured student athletes and to determine the type(s) of treatment required;
- recognize the responsibility and authority of Professionals to make final determinations regarding each student athlete's ability to safely participate in practices and athletic events;
- ensure that coaching staff members respect Professionals' assessments of student athletes' readiness to safely participate in practices and athletic events;
- provide a means for DPS coaches to communicate with Professionals during all practices and athletic events;
- appoint a liaison to work with Professionals as may be required for Professionals to provide Services hereunder;
- work cooperatively with Essentia to determine at which events Professionals must provide on-site Services; and
- maintain student records relating to Professionals' provision Services hereunder, and to release such records only as may be permitted by applicable laws and regulations.

### Marketing opportunity obligations:

- acknowledge at all home games/venues, via signage, program advertisement and public address announcement, that orthopedic & sports medicine services are provided by Essentia;
- ensure all acknowledgments are healthcare industry exclusive, with the exception of limited visibility from lower tier sponsorship support subject to DPS obtaining Essentia's prior written approval
  - Essentia shall be recognized as a top-tier (highest) supporter with any additional partnership/sponsorship opportunities with DPS. Any additional partners at the same top-tier level shall not be a direct competitor of Essentia. Sponsorships from competitors should not include signage (any existing signage in the facilities can remain during current contract duration, but not be renewed and nothing new can be added);
- at Essentia's sole cost and expense, grant sole rights to Essentia on all signage on training room and weight room doors, and all other sports venues, to acknowledge that orthopedic & sports medicine services are provided by Essentia, signage to be prominently displayed.
- use information approved or provided by Essentia, including ads, logos, scripting, etc. for the signage, public address announcement and program advertisement
  - at DPS request Essentia shall provide custom ads, scripting, etc.
- provide additional promotion opportunities as agreed to Essentia's marketing team and DPS;
- ensure DPS coaches aware of the Services being provided by Essentia; and

- ensure Booster Clubs are aware that Services are being provided by Essentia at no cost in exchange for the opportunities set out in this Agreement.

DRAFT V3.2

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

October 10, 2019

Renee Parks  
Bid Department Manager  
Upper Lakes Foods  
801 Industry Avenue  
Cloquet MN 55720

Re: Food Requirements

Dear Renee,

This letter of intent serves as a notice that Upper Lakes Foods will be recommended to contract with ISD 709 for the purpose of filling our food requirements district-wide. This includes the immediate transitional time period while we move away from our current supplier, Indianhead Foodservice Distributor. Our product list will continue to be similar to our past purchases, with modifications made by mutual agreement.

While both parties are not bound by this document, a binding contract will be forwarded soon for review. The contract shall contain the terms and conditions of our agreement.

Thank you for your help with this process and keeping the needs of our district a priority.

INDEPENDENT SCHOOL DISTRICT NO. 709

UPPER LAKES FOODS

\_\_\_\_\_  
Signature

**Rosie Loeffler-Kemp**  
Chair, Board of Education

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name – Please Print

\_\_\_\_\_  
Signature

**William Gronseth**  
Superintendent of Schools

\_\_\_\_\_  
Title – Please Print

## 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	Brian and Geraldine Saari	In Kind	None	2001 Ford F150 truck
Denfeld	Larry M. Nord	In Kind	None	2001 BMW 525 sedan
Denfeld	Mielke Electirc Works, Inc.	\$200.00	T-shirts for students	
Denfeld	St. Lukes	\$100.00	T-shirts for students	
Denfeld	Barr Engineering Co.	\$250.00	T-shirts for students	
Denfeld	Northern Lights Driver	\$200.00	T-shirts for students	
Denfeld	Mark and Heather Emmel	\$100.00	Theater Dept.	
Denfeld	James and Kathy Doyle	\$150.00	Theater Dept	
Denfeld	Audrey Tusken	\$50.00	Student t-shirts	
Denfeld	Steve & Kristin Regas	\$50.00	Student t-shirts	
District-wide	Carla Larson	In Kind	Music Program	Scotti 1/2 Size Violin
District-wide	Carla Larson	In Kind	Music Program	Donated a Suzuki-Nagoya 1/4 size Violin
Headstart	Jane Killough	\$50.00	None	
Lester Park	Lester Park Foundation	\$2,505.81	Used for unpaid lunch debt at Lester	
Lester Park	Health Partners	In Kind	For students	10 backpacks full supplies
Lincoln Park	Donors Choose.org	In Kind	Spanish Classroom	Donated 2 exercise balls and a lap desk.

Lowell	Lee Drengler	In Kind	None	Mud kitchen (homemade)
Lowell	Peg Kroegh	In Kind	None	Several reams of paper and other school supplies to anyone at Lowell that was in need
Lowell	Cub Foods	In Kind	None	64 bags of school supplies
Lowell	Texas Roadhouse	In Kind	None	525+ free meal gift certificates for Birthday Club
Lowell	Applebee's Restaurant	In Kind	None	525+ free children's meal gift certificates for Birthday Club
Myers-Wilkins	Alan Schlichting	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Alice Olson	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Ann Miller	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Anne Baden	\$430.00	Books for Kids literacy project	
Myers-Wilkins	Anne Skwira-Brown	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Autumn Johnson	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Barbara Hauck	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Barbara Kolquist	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Bernadette Burnham	\$200.00	Books for Kids literacy project	
Myers-Wilkins	Beth Kaiser	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Bonita Mike	\$20.00	Books for Kids literacy project	
Myers-Wilkins	C. Cigalio	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Carlene Chase	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Carol Harris	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Carol Lilyquist	\$200.00	Books for Kids literacy project	

Myers-Wilkins	Carolyn Bystedt	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Catherine Roby	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Charlene Gallian	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Cheryl LaPlante	\$9.00	Books for Kids literacy project	
Myers-Wilkins	Christine Niedergeses	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Christine O'Connor	\$9.00	Books for Kids literacy project	
Myers-Wilkins	Christine Ostby	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Christine Russom	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Clara Weitz	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Claudia Cohen	\$380.00	Books for Kids literacy project	
Myers-Wilkins	Colleen Cheek	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Cynthia Grindy	\$200.00	Books for Kids literacy project	
Myers-Wilkins	Daniel and Karla Foley	\$20.00	Books for Kids literacy project	
Myers-Wilkins	David Plotnicky	\$300.00	Books for Kids literacy project	
Myers-Wilkins	Dawn Velander	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Deb Anderson	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Deb Herstad	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Deborah Rasmussen	\$200.00	Books for Kids literacy project	
Myers-Wilkins	Delores Rogers	\$50.00	Books for Kids literacy project	

Myers-Wilkins	Diane Kroll	\$25.00	Books for Kids literacy project	
Myers-Wilkins	Diane Madsen	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Donna Salmi	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Doris Walter	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Dorothy Huotari	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Dory Sjoblom	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Dr. Virginia Brown	\$200.00	Books for Kids literacy project	
Myers-Wilkins	Elizabeth Holt	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Elizabeth Hone	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Erin Piefer	\$90.00	Books for Kids literacy project	
Myers-Wilkins	Evelyn Anderson	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Gail Gilliland	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Gayle Stegner	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Gaynelle Johnson	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Georgina Cantoni	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Inese Holte	\$20.00	Books for Kids literacy project	
Myers-Wilkins	James Anderson	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Jane Killough	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Janet Olsen	\$50.00	Books for Kids literacy project	

Myers-Wilkins	Janet Sklaris	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Joyful Catholic Reader	\$6,000.00	Books for Kids literacy project	
Myers-Wilkins	Jo and Len Schneider	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Joan Setterlund	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Joe Kirkeby	\$100.00	Books for Kids literacy project	
Myers-Wilkins	John Carow	\$75.00	Books for Kids literacy project	
Myers-Wilkins	John Pastor	\$200.00	Books for Kids literacy project	
Myers-Wilkins	Josie Bergeson	\$130.00	Books for Kids literacy project	
Myers-Wilkins	Josie Bergeson	\$90.00	Books for Kids literacy project	
Myers-Wilkins	Judith Arvold	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Julie Anderson	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Julie Jago	\$25.00	Books for Kids literacy project	
Myers-Wilkins	Julie Porter	\$9.00	Books for Kids literacy project	
Myers-Wilkins	Julie Seidelmann	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Jyl Verlennich	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Kara Raymond	\$108.00	Books for Kids literacy project	
Myers-Wilkins	Karen Allison	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Karen Alworth	\$1,000.00	Books for Kids literacy project	
Myers-Wilkins	Karen Maack Younggren	\$25.00	Books for Kids literacy project	

Myers-Wilkins	Karen Utick	\$25.00	Books for Kids literacy project	
Myers-Wilkins	Katherine Laaksonen	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Kathleen Jansen	\$9.00	Books for Kids literacy project	
Myers-Wilkins	Katie Greene	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Kay Slack	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Kevin, Rosa, and Kent Jarvis	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Kristen Mango	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Kristin Yapel	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Laura Budd	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Lawrence McGahey	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Leslie Hughes	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Linda Balach	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Linda Herron	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Linda Olson	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Lisa Sanders	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Louis and Martha Sinko	\$1,000.00	Books for Kids literacy project	
Myers-Wilkins	Lucy E. Mallery	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Lynn Gentilini	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Lynne Raschke and Scott Seagroves	\$200.00	Books for Kids literacy project	

Myers-Wilkins	Marcia Lothner	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Margaret Broderius	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Margaret Evavold	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Margaret Lynne Bell	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Maria Isley	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Marilyn Melhus	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Marjorie Ballew	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Marjorie Tri	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Mary Bowker	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Mary Campbell	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Mary Manion-Bick	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Mary Nelson	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Mary Rapps	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Michael Goettel	\$500.00	Books for Kids literacy project	
Myers-Wilkins	Michelle Wegler	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Nancy Gangerness	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Nicholas Pappas	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Ogston's Body and Paint	In Kind	Books for Kids literacy project	Resurfaced, painted, and sealed Book Cart
Myers-Wilkins	Pam Everson	\$50.00	Books for Kids literacy project	

Myers-Wilkins	Pam Kramer	\$40.00	Books for Kids literacy project	
Myers-Wilkins	Patti Kusnierek	\$25.00	Books for Kids literacy project	
Myers-Wilkins	Paul Sandholm	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Paul Tynjala and Mary Almly	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Port of Duluth Kiwanis Club	\$200.00	Books for Kids literacy project	
Myers-Wilkins	Rachel Mason	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Randall Keillor	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Rebecca Lindquist	\$25.00	Books for Kids literacy project	
Myers-Wilkins	Rich Axler and Cindy Hagley	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Rita Tellers	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Roberta Hoyt	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Robin Sullivan	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Rodney Graf	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Sandra Fogo	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Sarah Perry-Spears	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Shannon Johnson	\$9.00	Books for Kids literacy project	
Myers-Wilkins	Sharon Jean Becker	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Sharon Rud	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Sheila Christianson	\$20.00	Books for Kids literacy project	

Myers-Wilkins	Shirley Johnson	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Shirley Overby	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Solveig Rennan	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Sonya Mirus	\$40.00	Books for Kids literacy project	
Myers-Wilkins	Stanley and Jeanette Rosand	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Stefanie Olson	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Stephanie Appleby	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Steve Patronas	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Susan Carlson	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Susan Munns	\$200.00	Books for Kids literacy project	
Myers-Wilkins	Suzanne Cervin	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Terese Tomanek	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Terrie Shannon	\$100.00	Books for Kids literacy project	
Myers-Wilkins	The King of Creams	\$370.00	Books for Kids literacy project	
Myers-Wilkins	Valerie Godsey	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Ben Dummer and Chelsea Hurst	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Betty Arbour	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Carole Turner	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Char Thompson	\$25.00	Books for Kids literacy project	

Myers-Wilkins	Christine Jenkins	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Cori Mathews	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Cynthia Hayden	\$50.00	Books for Kids literacy project	
Myers-Wilkins	David Gerhart	\$25.00	Books for Kids literacy project	
Myers-Wilkins	Deanne Roquet	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Diane Markell	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Doris Eggers	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Geiger Yount	\$70.00	Books for Kids literacy project	
Myers-Wilkins	Greg Irvine	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Gwendolyn Plumb	\$25.00	Books for Kids literacy project	
Myers-Wilkins	Hal Moore	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Inese Holte	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Jack McLeod	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Jane Weegman	\$27.00	Books for Kids literacy project	
Myers-Wilkins	Janet Strey	\$90.00	Books for Kids literacy project	
Myers-Wilkins	Jeanette McDonald	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Judith Haugen	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Karen Gunderson	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Katherine Isaacson	\$10.00	Books for Kids literacy project	

Myers-Wilkins	Kathleen Hannan	\$500.00	Books for Kids literacy project	
Myers-Wilkins	Kathleen Kelly	\$70.00	Books for Kids literacy project	
Myers-Wilkins	Kathleen Nervick	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Kathleen Thibault	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Linda Benson	\$25.00	Books for Kids literacy project	
Myers-Wilkins	Lindsey Sykes	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Lori Jackson	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Marjorie Cox	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Mark Rauschenfels	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Mary Lou Carlson	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Mary Wovcha	\$100.00	Books for Kids literacy project	
Myers-Wilkins	McLennan Welles	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Meredith Cornett	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Nora Ulland	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Norma Wittich	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Patricia Mayer	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Paul Sjogren	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Sara Blaylock	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Susan Hawkinson	\$10.00	Books for Kids literacy project	

Myers-Wilkins	Suzanne Wasilczuk	\$150.00	Books for Kids literacy project	
Myers-Wilkins	Wendy Rectenwald	\$30.00	Books for Kids literacy project	
Myers-Wilkins	Kathleen Clark	\$75.00	Books for Kids literacy project	
Myers-Wilkins	Linda Meagher	\$10.00	Books for Kids literacy project	
Myers-Wilkins	Gayle Gilmore	\$25.00	Books for Kids literacy project	
Myers-Wilkins	Richard Fischer	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Sara Carlson	\$50.00	Books for Kids literacy project	
Piedmont	Robert and Barbara Johnson	\$200.00	Apply to unpaid lunch balances	
Stowe	Vintage Acres residents	In Kind	Student use	School supplies
Stowe	Asbury United Methodist Church	In Kind	Student use	Backpacks and school supplies
Stowe	Bethel Church	In Kind	Student use	School supplies for students
Stowe	Patrick and Lewy Smith	In Kind	Student use	School supplies
Stowe	Proctor Federal Credit Union	In Kind	Student use	School supplies
Stowe	Mars Supply Staff	In Kind	Student use	Staff and company gave supplies, paper products, pencils, pens, glue, etc.
Stowe	Cub Foods	In Kind	Student use	School supply bags donated from customers, staff and store
Stowe	Thrivent Financial	\$250.00	5th grade Wolf Ridge trip	Visa card for student snacks and necessities for Wolf Ridge Learning Center 5th grade trip

**RESOLUTION**

Authorized Bank Account Signer – October 2019

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

<b>District Building</b>	<b>Banking Institution</b>	<b>Account Number</b>	<b>Addition of Authorized Signer</b>	<b>Removal of Authorized Signer</b>
East High School	North Shore North Shore North Shore HPCU	XXXXXX9 XXXXXX2 XXXXXX3,4,5 XXXX6	Kyle Rock	Gail Campbell
East High School	North Shore	XXXXXX3,4,5	Alyssa Thompson	

## RESOLUTION

### Establishing Combined Polling Places for Multiple Precincts and Designating Hours During Which the Polling Places Will Remain Open for Voting For School District Elections Not Held on the Day of a Statewide Election

BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

**Combined Polling Places (District #1):** Lakeview Covenant Church  
(City of Duluth, Precinct #5)  
1001 Jean Duluth Road  
Duluth, MN 55804

"These combined polling places serve all territory in Independent School District No. 709 located in the City of Duluth (Precincts 1, 2, 4-7), City of Rice Lake, Gnesen Township, Lakewood Township, Normanna Township, North Star Township, Unorg Township 2 and Unorg Township 23 located in St. Louis County, Minnesota."

**Combined Polling Place (District #2):** Unitarian Universalist Congregation of Duluth  
(City of Duluth, Precinct 12)  
835 West College Street  
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 3, 8-14) located in St. Louis County, Minnesota."

**Combined Polling Place (District #3):** Duluth Heights Community Club  
(City of Duluth, Precinct #22)  
33 West Mulberry Street  
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 15-20, 22-25) located in St. Louis County, Minnesota."

**Combined Polling Place (District #4):** Asbury United Methodist Church  
(City of Duluth, Precinct #32)  
6822 Grand Avenue  
Duluth, MN 55807

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 21, 26-30, 32-34) located in St. Louis County, Minnesota."

**Combined Polling Places (District At-Large):** Use combined polling places for Districts 1-4

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a non-forwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

**Expenditure Contracts Signed  
September 2019**

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

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Frontline Education	\$1,670.00*	Asst Supt (DR)	Licensing for training of new principals on the employee evaluation tool
John Hoban	\$10,000.00*	Facilities (DU)	Winter vacant building heat inspections
Johnson Controls	\$17,300.00*	Facilities (DU)	Metasys Building Automation Software for 3 years
Jen Prachar	\$15,000.00*	Head Start (DR)	Nutritionist
Booster Enterprises	\$2,000.00	Homecroft (SAF)	Boosterthon Fun Run
Wolf Ridge	\$15,000.00	Lester Park (SAF)	5 <sup>th</sup> grade field trip
Minnesota Humanities Center (MHC)	\$1,800.00	Office of Education Equity (DR)	Increase Engagement through Absent Narratives Workshop
Howie Hanson	\$8,600.00*	Public Relations (DU)	Photography, video, written articles and other content as needed for school-related activities
Phyllis Hauck	\$13,000.00*	Special Services (DU)	Vision services
Cassandra Williams	\$6,000.00*	Special Services (DU)	Sign language interpreting services
Kindred Paths LLC	\$5,000.00*	Stowe (DR)	Environmental education during recess
Wolf Ridge	\$8,000.00	Stowe (SAF)	5 <sup>th</sup> grade field trip
Ken Willms	\$1,000.00*	Transportation (DU)	Pupil transportation reporting to MDE

\* **Not to Exceed:** Guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may, in fact, invoice much less).

\*\* **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.)



# INVOICE

Acct #: 9012850  
#INVUS108080

Duluth School District 709  
Accounts Payable  
215 N 1St Ave E  
Duluth MN 55802

Start Date: 9/20/2019  
Due Date: 10/20/2019

### PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC  
PO Box 780577  
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.  
Account Name: Frontline Technologies Group LLC  
ABA/Routing #: 121000248  
Account #: 4121566533  
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to [Billing@FrontlineEd.com](mailto:Billing@FrontlineEd.com).

Qty	Description	Start	End	End User	Rate	Amount
1	Focus for Observer 5-pack: Includes licenses for up to 5 users for initial assessment, re- certification or calibration	9/20/2019	9/19/2020	9012850 Duluth School District 709	\$1,670.00	\$1,670.00

Please note: Our billing is contract based, so you will need to check with your buyers/approvers for your organization's internal PO information. While we may note a provided PO# as a courtesy, PO tracking is an internal customer process. Timely payment is important to maintain a continuous subscription status and allow for delivery of professional services.

SUBTOTAL \$1,670.00

01-610-005-319-000-130500

*Cathie Elser*

Attn: Frontline Education Client

Frontline Education is working hard to be easier to do business with. As part of that initiative, we are reviewing our customer accounts for all required tax exemption certificates as applicable. If you've already sent us a certification in the past, we would appreciate it if you could send [salestax@frontlineed.com](mailto:salestax@frontlineed.com) your current certification so that we can make sure all of our customers' records are up-to-date.

Please look out for an automated email from [salestax@frontlineed.com](mailto:salestax@frontlineed.com) through Avalara CertCapture that will explain further.

**The tax compliance requirements are due by August 1, 2019, and any invoicing that takes place after August 1, 2019 will be subject to applicable tax if no exemption certificate is received.**

Thanks for partnering with us!  
The Frontline Education Team



# Memorandum

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

**From:** Dave Spooner *Dave Spooner*  
Manager of Facilities

**Date:** September 10, 2019

**Re:** HVAC Shop Temporary Winter Position

The District HVAC shop currently employs one person that maintains heating and ventilation systems district-wide. This position is housed and works out of Facilities Management. We also have one HVAC vacancy that we are advertising for at this time.

Currently we have 3 vacant buildings which need boiler and general building inspection 3 times per week for the upcoming winter period, to ensure heating systems are operating correctly, to log boilers compliant with MN statute, and ensure that there are no hazards that could impact building integrity. This effort consumes 3 hours of time each day, three days each week.

To properly focus our in-house staff on current regular daily work, I am recommending we temporarily hire John Hoban in a similar manner as the past 7 years, to perform this vacant building inspection task. This agreement is for a time period of 9 hours per week not to exceed 26 weeks, and a cost not to exceed \$10,000.

**Recommendation:**

I am recommending that we enter into agreement with John Hoban, in a temporary manner not to exceed 26 week, and not to exceed \$10,000, as per attached agreement.

Enclosure(s)

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of September, 2019, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Mr. John K. Hoban**, 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 Monday, October 28, 2019, and shall remain in effect until Friday, April 24, 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.** To work in the capacity as a School Equipment Maintenance Mechanic, specifically performing work as assigned or directed, to inspect vacant buildings and log its boilers, between the hours of 6:00 AM to 2:30 PM, Monday through Friday, for up to 9 hours per week and up to 26 weeks.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement;
  2. 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 at a rate of \$32.68 per hour, up to a sum not to exceed \$10,000.00.

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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

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 Dave Spooner, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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: John K. Hoban, 3352 Lindahl Road, Duluth MN 55810.

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 the District.

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.

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

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

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

18. **Insurance.** N/A

19. **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.

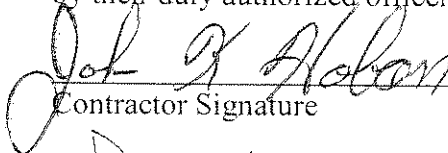
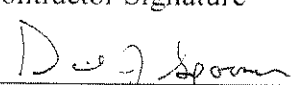
20. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO

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

**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>9/19/19</u>
Contractor Signature	SSN/Tax ID Number	Date
	_____	<u>9/17/19</u>
Program Director		Date

**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 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:

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

01	810	015	000	000	117002

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

Matthew Elson  
CFO/Superintendent of Schools/Board Chair

9/19/19  
Date

# Memorandum

**To:** Catherine Erickson  
CFO/Director of Business Services

**From:** Dave Spooner *Dave Spooner*  
Manager of Facilities

**Date:** September 3, 2019

**Re:** Johnson Controls Inc – Three Year Planned Service Agreement for Building Automation Metasys Software.

Please find attached a proposal to update and keep current our Metasys Building Automation Software. This proposal includes 3 years of software upgrades, and also includes year one (1) installation labor. The total year cost for this proposed labor and software is \$17,300.00.

**Recommendation:**

I am recommending that we enter into agreement with Johnson Controls Inc for the 3 year software subscription in the amount of \$17,300.00

Enclosure(s)

R108645

## Executive Summary

PLANNED SERVICE PROPOSAL FOR : The Duluth School District

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 2 years and 10 months starting 09/01/2019 and ending 06/30/2022.
- The agreement price for first year is \$17,300.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Benjamin LaLone  
Acct Exec Owner  
(866) 211-3536

# Planned Service Proposal



Duluth School Metasys PSA 2019

CUSTOMER  
Duluth School District

LOCAL JOHNSON CONTROLS OFFICE  
4627 AIRPARK BLVD  
DULUTH, MN 55811-5750

AGREEMENT START DATE:  
09/01/2019

PROPOSAL DATE:  
09/3/2019

ESTIMATE NO:  
1-14PR3KQZ



## Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

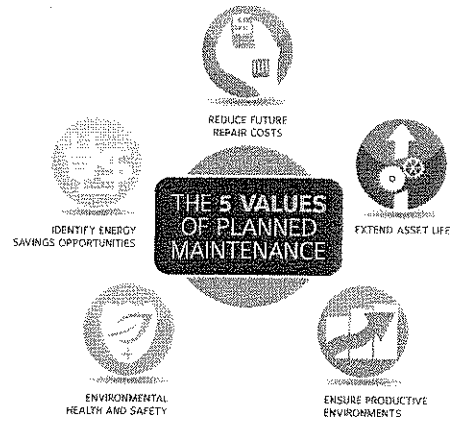
By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



## Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



- 1. Identify Energy Savings Opportunities**  
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce Future Repair Costs**  
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend Asset Life**  
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure Productive Environments**  
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished.
- 5. Promote Environmental Health and Safety**  
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

## Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

## A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



## Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

## Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

## The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility.



In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

## Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

## Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

### Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

### Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

### Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of Services and Options

### Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

### Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

**Planned Service Agreement**

Customer Name : The Duluth School District  
 Proposal Date: 09/03/2019  
 Estimate #: 1-14PR3KQZ

**Scope of Service**

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

**Price and Payment Terms**

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$17,300.00. This amount will be paid to JCI in 1 installment. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

INDEPENDENT SCHOOL DISTRICT 709  
 215 N 1ST AVE E  
 DULUTH, MN 55802

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: \_\_\_\_\_

This proposal is valid for thirty days from the proposal date.

**JOHNSON CONTROLS Inc.**

By: Benjamin LaLone

By: Catherine Erickson

Signature: Ben LaLone

Signature: Catherine Erickson

Title: Acct Exec Owner

Date: 9/3/19

Title: CFO

Date: 9/23/19

Signature: \_\_\_\_\_

Customer PO#: \_\_\_\_\_

Title: \_\_\_\_\_

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

JCI Branch: JOHNSON CONTROLS DULUTH MN CB - 0N51  
 Address: 4627 AIRPARK BLVD  
 DULUTH, MN 55811-5750  
 Branch Phone: (866) 211-3536  
 Branch Email: \_\_\_\_\_

**Schedule A - Equipment List**

<b>Duluth School District</b>	

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<b>Subscription</b>	
Quantity: 1	<b>Services Provided</b>
	1 ADX 10-User Site Dir Software Subscription 3-year

Includes a 3 year software subscription. This covers the software for all 3 years and labor for year 1.

<b>MUI Install at Lakewood</b>	
Quantity: 1	<b>Services Provided</b>
	1 Graphics Generation Tool Software (Graphics+) Upgrade

Includes the MUI install at Lakewood school.

## Equipment Tasking

### Controls Software, Supervisory/Server/UI, Johnson Controls, ADX

ADX 10-User Site Dir Software Subscription 3-year - Subscription Only	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADX software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
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Graphics Generation Tool Software (Graphics+) Upgrade	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
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### TERMS AND CONDITIONS

DEFINITIONS

**CONNECTED SERVICES** are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

**CONTRACT PRICE** means the price that Customer shall pay to JCI for the Services.

**COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

**EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

**PREMISES** means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

**REMOTE MONITORING SERVICES** means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

**REMOTE OPERATIONS CENTER (ROC)** is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

**REMOTE OPERATING SERVICES** means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

**SERVICES** are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

**A. JCI'S SERVICES FOR COVERED EQUIPMENT**

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **CONNECTED SERVICES.** If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.

5. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to

notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

**6. CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

**B. OUT OF SCOPE SERVICES**

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

**C. EXCLUSIONS**

JCI's Services and warranty obligations expressly exclude::

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
  - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
  - equipment not covered by this Agreement or attachments made to Covered Equipment;
  - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
  - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
  - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
  - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
  - issues or failures not specifically covered by this Agreement; or
  - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

**D. PAYMENT OBLIGATION**

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

#### E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

#### G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the

terms and conditions of this Agreement.

#### H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

#### I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

#### J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (K) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

#### K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

#### L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

#### M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for

the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

#### N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

#### O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

#### P. DIGITAL TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at <http://www.johnsoncontrols.com/buildings/legal/digital>. Such applicable software product and digital services terms are incorporated by reference herein.

#### Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.



ADDENDUM TO PSA TERMS AND CONDITIONS FOR  
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

**1. Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

**2. Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

**3. Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

**4. False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

**5. Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

**a. Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met

**b. Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

**c. System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital

alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

**d. images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

**e. Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

**f. Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video image.

**6. Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

**7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS**

JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19th day of August , 2019 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jen Prachar , 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:** *Head Start Nutritionist , flexible hours as needed*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 19, 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.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*

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

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 \$32 hourly and \$ 15,000 in total.

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

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 44 Serenity Way, Esko, MN 55733.

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.

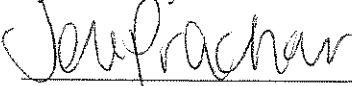
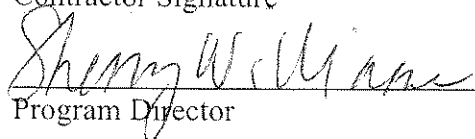
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**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.

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 8/28/19  
  
 Program Director \_\_\_\_\_ Date 8/28/19

**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.

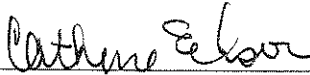
**This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:**

X Check if the contract will be paid using District funds and enter the budget code in the top line below. (paid from Federal Funds)

04	579	005	503	000	130300 (83.86%)
04	579	005	285	000	130300 (16.14%)
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

  
 CFO/Superintendent of Schools/Board Chair \_\_\_\_\_ Date 9-4-19

**DULUTH HEAD START  
JOB DESCRIPTION**

**JOB TITLE:** Head Start Nutritionist/Dietitian

**IMMEDIATE SUPERVISOR:** Head Start Director

**DEPARTMENT:** ISD 709 E-12 Operations

**PAY GRADE ASSIGNMENT:** \$30.00 per hour

**MINIMUM QUALIFICATIONS:** Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

**DESIRED QUALIFICATIONS:** Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

**DUTIES AND RESPONSIBILITIES:**

Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition in cooperation with the Health Coordinator

Consult with the Health & Nutrition Services Coordinator

Review all child files for dietary and nutritional needs

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service

Reflect cultural and ethnic preferences, and include a wide variety of foods

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up

Monitor and coordinate oral health activities in the program

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children

Provide information and materials for nutrition education activities in the classroom

Coordinate and provide nutrition education at parent meetings

Consult with teachers regarding concerns about children's eating

Update and revise nutrition area of the program plan

Serve as liaison to nutrition and food resources in the community

Member of Head Start Health Advisory Committee

Other duties as assigned by supervisor.



## Boosterthon Fun Run Contract

### SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) is made and entered into on \_\_\_\_\_ (the “**Effective Date**”), by and between **BOOSTER ENTERPRISES, INC.**, a Georgia Corporation (“**Booster**”), and Homecroft Elementary, a **SCHOOL** (the “**Client**”) (Booster and the Client are referred to collectively herein as the “**Parties**” or individually as a “**Party**”).

### RECITALS

**WHEREAS**, Booster is in the business of organizing, marketing, and leading fundraising campaigns whereby students of educational institutions raise funds to sponsor their participation in an exercise based event, such funds (net of compensation to Booster) to be used by such institutions for the furtherance of the purpose thereof (each a “**Boosterthon Fun Run**”);

**WHEREAS**, the Client is interested in hosting a Boosterthon Fun Run, and Booster is willing to offer its services in connection therewith on the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Engagement.** The Client hereby engages Booster to organize, market and manage a Boosterthon Fun Run (the “**Services**”), and Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein.
2. **Obligations of Booster.** Booster shall conduct a Boosterthon Fun Run on behalf of the Client. The services and materials provided by Booster as part of the Boosterthon Fun Run shall include, but are not limited to, supplying all prizes, advertising, promotion, organization, and refreshments necessary or appropriate, in the sole discretion of Booster, to conduct a Boosterthon Fun Run in accordance with Booster’s customary practices and customs.
3. **Obligations of the Client.** The Client shall make available to Booster, its personnel and agents, any and all school grounds and facilities, as specified on Exhibit A, as well as any and all Client students, faculty, and staff, as specified, on the dates and during the times as set forth in Exhibit A. The Client shall arrange for the Volunteers (as defined herein) to participate, at the direction of Booster and its representatives, in the Primary Collection (as defined herein) to be held on the date specified in Exhibit A.



4. **Base Cost.** Within 90 business days of the execution of this Agreement, the Client shall pay to Booster a Base Cost of 2000 dollars (the “**Base Cost**”). The Client agrees that except as set forth in Section 11, the Base Cost is non-refundable, earned as of the date of the execution of this Agreement, and will not be returned to the Client under any circumstances. The Client agrees that the Base Cost is independent of the Booster Share set forth in Section 7 of this Agreement, and that the Base Cost is not deductible or otherwise taken into consideration when calculating the Booster Share.
5. **Date of the Boosterthon Fun Run.** The dates and times of the scheduled Boosterthon Fun Run shall take place on the schedule set forth in Exhibit A.
6. **Collection of Funds.** The collection of funds raised as a result of the Boosterthon Fun Run shall take place as follows:
- (a) The primary collection shall take place on the date and time specified on Exhibit A (the “**Primary Collection**”). The Client shall send collection reminders regarding the Primary Collection to students on at least two separate occasions prior to the Primary Collection.
- (b) In connection with the Primary Collection, the Client shall provide at least six (6) volunteers (the “**Volunteers**”) to assist with the Primary Collection. The Volunteers (with the assistance of Booster representatives, if requested) shall tally all of the funds collected by each of the participating students and/or classrooms from their respective Boosterthon Fun Run sponsors (the “**Collected Funds**”). In the event a Booster representative is unable to attend the Primary Collection, the Volunteers shall be solely responsible for collecting and tallying the Collected Funds. There must be at least one Volunteer representing the Client at all time funds are collected or tallied.
- (c) Prior to the Primary Collection, Booster representatives will train the Volunteers on the use of the Booster online collection program.
- (d) After all Collected Funds have been satisfactorily accounted for by the Booster representatives and/or the Volunteers, the Collected Funds shall be immediately distributed according to Sections 4 and 7 of this Agreement.
- (e) After the Primary Collection, the Parties may organize one or more additional collection dates. In the event that the Parties agree to pursue additional collection dates, the Parties will agree on a mutually acceptable date to hold such collection. Any additional collections shall be conducted in the manner set forth in Section 6(a)-(d) above.
7. **Distribution of Raised Funds.**
- (a) The Client shall retain a percentage (see Exhibit B for percentage) of Gross Revenues that is raised by the Boosterthon Fun Run. As compensation for the services provided in conducting the Boosterthon Fun Run, Booster shall retain from the Collected Funds, or the Client shall cause to be paid, as applicable, the remaining amount which is equal to a percentage (100 Percent minus the Client’s Percentage from Exhibit B) of the Gross Revenues generated by the Boosterthon Fun Run (the “**Booster Share**”). For purposes of this Agreement, “**Gross Revenues**” shall mean all funds collected or otherwise received by Booster, the Client, the participants in the Boosterthon Fun Run, or any other student, parent or Client employee or representative in connection with the fundraising efforts that are the object and purpose of the Boosterthon Fun Run or otherwise related thereto.

(b) The Client will maintain access to and control of the funds and the account in which the funds are deposited. Booster will not, at any time, have access to or control of the funds or account in which the funds are deposited.

**8. The Client's Acknowledgments, Representations and Covenants.**

(a) In order to maximize the success of the Boosterthon Fun Run, the Client shall not actively promote any other fundraiser, including any annual fund, from the date of the "Initial Teacher Meeting" (according to the date assigned to this meeting on Exhibit A) until the date of the Primary Collection.

(b) The Client hereby acknowledges that the Boosterthon Fun Run involves strenuous physical activity and hereby agrees that it is the sole responsibility of the Client to determine the physical condition, health, and fitness of its students and other participants in the Boosterthon Fun Run and the safety and suitability of each student's and other participant's participation in the Boosterthon Fun Run. The Client further acknowledges and agrees that Booster has no, and will not at any time have any, independent knowledge of, and is not responsible for investigating or determining (and will take no measures to investigate or determine) the physical condition, health, and fitness of the Client's students and other participants in the Boosterthon Fun Run or the safety or suitability of any student's or other participant's participation in the Boosterthon Fun Run. The Client takes full responsibility for assessing the physical condition of its students and all Boosterthon Fun Run participants and for alerting such students, their guardians, and any other participants to the nature of the Boosterthon Fun Run and any appropriate safety precautions.

(c) The Client is responsible for obtaining and maintaining through the Boosterthon Fun Run all necessary permits as may be required for such events.

**9. State Compliance and Registration.**

(a) Upon receipt of this executed Contract, Booster will register as a professional fundraising counsel, or other fundraising designation deemed by the appropriate State authority, in the State where the Client is located. Booster will file a copy of this Agreement in the States where registration is required. In accordance with fundraising regulations, Booster may request additional information from the Client, including but not limited to, the Client's Employer Identification Number, State Registration Number, and bank account number where Collected Funds will be deposited.

(b) The Parties agree that the Client will review its legal obligations to register as a charitable organization where relevant prior to the date of the Student Pep-Rally set forth in Exhibit A.

(c) Each Party will be responsible for its own costs in becoming and remaining compliant with the appropriate state agency.

**10. Mutual Indemnification.** To the extent allowed by law, the Client and Booster agree to mutually indemnify and hold the other harmless, as well as the other's board members, elected officials, and employees, from and against any and all claims and damages, including attorney's fees, brought by a third party against the other party, and/or its board members, elected officials,

and employees arising from the negligence or misconduct of the indemnifying party and/or its board members, elected officials, and employees.

**11. Termination.**

(a) This Agreement may be terminated by the Client for any reason at any time prior to the date of the Student Pep-Rally set forth on Exhibit A by written notification (including email) to Booster.

(b) This Agreement may be terminated by Booster at any time, and for any (or no) reason by written notification (including email) to the Client. In the event of termination of this Agreement by Booster, the Base Cost shall be returned to the Client within thirty (30) days. The refund of the Base Cost shall be the sole and exclusive liability of Booster, and the sole and exclusive remedy of the Client, with respect to termination of this Agreement pursuant to this Section 9(b).

(c) The Parties acknowledge and agree that the termination of this Agreement, whether by the Client or by Booster, shall not affect the distribution of Gross Revenues as set forth in Section 7 whether such Gross Revenues are collected prior to or after the termination of this Agreement.

**12. Acknowledgements.** To the extent permitted by law, Client shall be responsible for its acts and omissions in connection with this Agreement and the Services performed hereunder, and Client covenants that it will not create liability on the part of Booster to a third party as a result of Client's actions or omissions hereunder. The Client shall maintain in full force and effect Comprehensive General Liability insurance, at its own expense, on an occurrence basis, that includes a duty to defend and provides bodily injury, property damage and contractual liability coverage with limits of at least one million dollars (\$1,000,000). Booster shall carry at all times a comprehensive general liability insurance policy at its expense with coverage limits of at least one million dollars (\$1,000,000).

**13. Right to an Accounting.**

(a) The Client shall keep, maintain and preserve in its principal place of business, during the term of this Agreement and for at least one (1) year following its termination or expiration, complete and accurate books, accounts, records and other materials covering all transactions (including all donations and Gross Revenues generated by the Boosterthon Fun Run) related to this Agreement. Upon reasonable notice, Booster and/or its duly authorized representatives shall be given full access to, and shall have the right to inspect and review all such records and other materials related to this Agreement. Such records and other materials shall be available for inspection and review (including photocopying) during reasonable business hours at any time during the term of this Agreement and for at least one (1) year following its termination or expiration. The Client will cooperate and will not cause or permit any interference with Booster and/or its representatives in the performance of their duties of inspection and review. Except as set forth in paragraph (b) below, any such accounting shall be performed at Booster's sole expense.

(b) Should an accounting indicate an underpayment by the Client of any of the compensation to be paid to Booster hereunder, the Client shall be liable for the full amount of any such underpayment, including interest at the highest rate allowable under applicable law. The

Client shall submit any and all of the foregoing payments owed to Booster within thirty (30) days from the date of the accounting.

**14. Intellectual Property.**

(a) The Client hereby acknowledges and agrees that Booster's trademarks, label designs, literature, website materials, videos, product and service identification, artwork and other symbols associated with Booster's Services ("**Booster Marks**") are and shall remain Booster's property.

(b) The creative ideas, concepts (including the concept of the Boosterthon Fun Run as a fundraiser), slogans, art and printed material provided to the Client prior to the date hereof are the property of Booster and cannot be used, duplicated, copied or repeated without Booster's prior written consent.

(c) The Client shall not manufacture or sell, or license or procure the manufacture or sale of, any tee-shirts or other promotional or other merchandise which bears the Booster Marks except as otherwise consented to by Booster in writing.

(d) Booster shall own all right, title and interest in and to all intellectual property created by or on behalf of either Party in connection with this Agreement or the Boosterthon Fun Run, including, without limitation, all logos, names, ideas, concepts, creative materials, promotional materials, advertising, and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright. The distinctive colors, concepts, indicia and look displayed by Booster at the Boosterthon Fun Run and by Booster in its regular business operations and materials shall constitute Booster property and therefore be owned by Booster. The Client expressly acknowledges that the Parties have agreed that all copyrightable aspects of the Boosterthon Fun Run are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "**Act**"), of which Booster is to be the "author" within the meaning of such Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by Booster as its creation, and the Client hereby expressly disclaims any interest in any of them. The Client expressly acknowledges that it is not a joint author and that all works created in connection with the Services hereunder are not joint works under the Act.

(e) Any and all rights of Booster, including those in and to the Boosterthon Fun Run, are reserved to Booster and may be exercised, marketed, licensed, exploited or disposed of by Booster with respect to any third parties concurrently with the term of this Agreement.

**15. Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (a) delivered personally, (b) transmitted by guaranteed overnight delivery services, or (c) sent by certified mail, return receipt request, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices personally delivered or sent by overnight delivery service shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on the date of the return receipt.

Booster: Booster Enterprises, Inc.  
10400 Old Alabama Road Connector, Suite 400  
Alpharetta, GA 30022  
 Telephone: \_\_\_\_\_  
 Attn: \_\_\_\_\_

Client: Homecroft Elementary  
 a SCHOOL  
 Street: 4784 Howard Gnesen Rd  
 City: Duluth  
 State, Zip: MN 55803  
 Telephone: \_\_\_\_\_  
 Attn: \_\_\_\_\_

16. **Choice of Law/Venue.** This Agreement will be construed and enforced according to the laws of the State of Georgia, United States of America, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction. The Client agrees that any action or proceedings arising out of this Agreement shall be brought and maintained in Georgia, and hereby consents to the jurisdiction of courts located in Georgia.
17. **Relationship of Parties.** Booster is an independent contractor and nothing herein shall be construed to make either Party the partner, employee, joint venture or agent of the other Party. Except as set forth in this Agreement, neither Party shall have the right or power to obligate or bind the other in any manner whatsoever. Except as expressly set forth otherwise herein, the Client shall not exercise direct supervision or control over Booster's day-to-day activities or over Booster's employees, agents or subcontractors. Each of Booster and the Client shall be solely responsible for its actions and the actions of its employees and agents. For the avoidance of doubt, neither Booster nor its employees, agents or subcontractors, including, without limitation, any temporary labor, shall be deemed the Client's employees, agents or subcontractors, and no such party or individual shall hold itself out as such. In no event shall the Client be responsible for providing any employee benefits to any such party or individual. Without limiting the generality of the foregoing, (a) the Client shall not withhold from any of the consideration hereunder, except when required by law, any amount for federal income taxes, social security, Medicare or any other legal deductions; and (b) the Client shall not make premium payments or contributions for any workers' compensation or unemployment compensation benefits for any employee or agent of Booster or its agents, payment of which shall be Booster's responsibility.
18. **Unavoidable Delay.** The Parties shall not be liable for failure to perform its complete obligations described in this Agreement, if such failure results from any act of God, inclement or severe weather, flood, earthquake, terrorist attack, riot, war, civil unrest or other cause outside of a Party's control that prevents such Party from fulfilling its obligation as outlined in this agreement (a "Force Majeure Event"). If a Boosterthon Fun Run is not staged due to a Force Majeure Event, Booster shall be permitted to keep the Base Cost for the Boosterthon Fun Run, and no

Party shall have further recourse against the other Party for fees or services with respect to such cancelled event. In the event that the Boosterthon Fun Run is cancelled due to a Force Majeure Event, Booster will work with the Client to schedule an alternative date for the Boosterthon Fun Run at a date that is mutually convenient for the Parties. If rescheduled, the retained Base Cost shall be applied to the newly scheduled Boosterthon Fun Run.

19. **Further Assurances.** The parties agree to take such action, and to produce or execute such other documents or agreements as may be necessary or desirable for the execution and implementation of this Agreement and the consummation of the transactions contemplated hereby.
20. **Dispute Resolution.** Any Dispute arising out of or relating to this Agreement or the breach thereof shall be submitted in writing to the other Party. Upon receiving written notice of the Dispute, the Party will have thirty (30) days to respond. If an amenable resolution cannot be achieved within thirty (30) days, the Parties may extend the period for an additional thirty (30) days. If an amenable resolution still cannot be reached, the Parties will elect a single mediator, agreeable to each Party, and submit the Dispute to mediation. The cost of mediation will be shared equally between the Parties. If an amenable resolution cannot be achieved through mediation, each Party may pursue any legal remedy available under the law. If litigation is pursued, the prevailing Party shall recover reasonable costs including attorney's fees.
21. **Severability.** If any provision of this Agreement, or part thereof, or the application of any provision, or part thereof, is held invalid or unenforceable, the application of such provision, or part thereof, other than to the extent it is held invalid or unenforceable, shall remain in full force and effect. All other provisions in this Agreement shall remain in full force and effect.
22. **Entire Agreement/Amendment.** This Agreement, together with Exhibits A and B, constitutes the final, complete, and exclusive embodiment of the entire agreement and understanding between Booster and the Client and supersedes and preempts any prior or contemporaneous understandings, agreements, or representations by or between the parties, whether written or oral. Any amendment to this Agreement shall be set forth in writing, dated, and signed by both parties to this Agreement.
23. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. Documents, including signatures, transmitted via facsimile or electronic transmission shall have the full force and effect of original documents.

(signatures on the following page)

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered effective on the date first above written.

“Booster”

BOOSTER ENTERPRISES, INC.

By: DocuSigned by:  
Matt Deedrick

Name: 02A8B5DDB49E43F...  
Matt Deedrick

Title: General Manager

Date: 9/24/2019

“Client”

Name of Client: Homcroft Elementary

a  
SCHOOL

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

Name: Tom Cawcutt

Title: \_\_\_\_\_

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

By: Catherine Erickson

Name: Catherine A. Erickson

Title: CFD

Date: 9/27/19

Exhibit A

Boosterthon Fun Run Schedule

Event	Date(s)	Parties Involved
Initial Teacher Meeting		
Student Pep-Rally	2020-09-08	
Team Day 1		
Team Day 2		
Team Day 3		
Team Day 4		
Team Day 5		
Team Day 6		
Boosterthon Fun Run Event	2020-09-17	
Primary Collection		
Official End		

DS  
MD



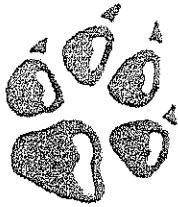
Exhibit B

## Boosterthon LIVE Pricing Scale - Based on total gross collected amount

Min. Gross	Max Gross	Client %	Booster %
\$105,001	+	65%	35%
\$100,001	\$105,000	64%	36%
\$ 95,001	\$100,000	63%	37%
\$ 90,001	\$ 95,000	62%	38%
\$ 85,001	\$ 90,000	61%	39%
\$ 80,001	\$ 85,000	60%	40%
\$ 75,001	\$ 80,000	59%	41%
\$ 70,001	\$ 75,000	58%	42%
\$ 65,001	\$ 70,000	57%	43%
\$ 60,001	\$ 65,000	56%	44%
\$ 55,001	\$ 60,000	55%	45%
\$ 50,001	\$ 55,000	54%	46%
\$ 45,001	\$ 50,000	53%	47%
\$ 40,001	\$ 45,000	52%	48%
\$ 35,001	\$ 40,000	51%	49%
\$ 0	\$ 35,000	50%	50%

Lap Marking Pricing (in addition to Booster %) Choose one of the following options:

1. Student Stickers: Free
  2. Boosterthon Fun Run Logo Shirt: \$2.65 per student
  3. School Logo on Fun Run Shirt: \$3.65 a shirt\*
- (\*May be subsidized by business sponsorships for logos printed on shirt)



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

#### School Groups

Erica Wittmers-Graves	erica.wittmers-graves@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p><b>Deposit:</b> You have made a reservation to stay for April 15, 2020 - April 17, 2020 with 100 participants. To hold your reservation we require a deposit of \$1,500.00. <b>This contract is valid for 30 days after receipt.</b></p> <p style="text-align: right;"><i>see attached email from Mike Krusso</i></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p>	

By signing below, I agree to the terms listed above:

Printed Name: <i>Sue Lehna</i> <b>ERICA WITTMERS-GRAVES</b>	Title: <i>Principal</i> <b>TEACHER</b>
Signed Name <i>Sue Lehna Erica Wittmers-Graves</i>	Date <i>Aug 13, 2019</i>
Billing Contact:	Billing Address:
Billing email address:	
Cardholders Name: <input type="checkbox"/> same as billing contact	Cardholders address: <input type="checkbox"/> same as billing address
Credit Card #	Exp Date: CVV:
If unable to pay at this time, when can we expect your deposit?	<i>See attached email</i>

*Cathryn Elson*

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: July 29, 2019

**Increasing Engagement Through Absent Narratives Agreement  
Duluth Public Schools**

The Minnesota Humanities Center (“MHC”), a Minnesota non-profit organization, and Duluth Public Schools (“Partner”), a Minnesota school district, (collectively referred to as “Parties”) desire to enter into an Agreement where MHC will provide a workshop for Partner.

**NOW THEREFORE**, the Parties in consideration of the promises contained in this Agreement, MHC and Partner agree as follows:

1. **Statement of Work.** MHC will offer the Increase Engagement through Absent Narratives Workshop (“Workshop”) on Saturday October 12, 2019 at Lincoln Middle School from 8:00 a.m. – 4:00 p.m. for Partner. The Workshop will be limited to a total of 20 people.
2. **Minnesota Humanities.** MHC will: (a) market the workshop and provide a promotional flyer, (b) provide 2 facilitators and 1 staff person to coordinate logistics, (c) provide an honorarium for 4 community member panelists, and (d) organize food and beverages for up to 45 participants, staff and facilitators.
3. **Duluth Public Schools.** Partner will: (a) provide a meeting space for up to 45 participants, (b) round tables for 6 to 8 participants per table, (c) provide 2 microphones and an LCD projector/screen with sound, and (d) 20 educators from Duluth Public Schools.
4. **Good Faith Efforts.** Both parties agree that they will engage in good faith efforts to ensure success of the Workshop.
5. **Party Contacts.** The project contact for MHC is **Sung Ja Shin** at [sungja@mnhum.org](mailto:sungja@mnhum.org); the project contact for Partner is **William Howes** at [William.Howes@ISD709.org](mailto:William.Howes@ISD709.org).
6. **Compensation.** MHC will submit an invoice in the amount of \$1,800 to Partner after conducting the Workshop. MHC’s invoice shall be paid within 30 days of receipt by MHC. If an invoice submitted by MHC remains unpaid after 30 days, MHC may charge interest of one and one-half percent (1.5%) for any past due amount.
7. **Intellectual Property.** Partner acknowledges and agrees that all materials and information shared during the Workshop belong exclusively to MHC and that Partner will not reproduce any aspect of the Workshop without first obtaining the express written consent of MHC. Partner further acknowledges and agrees that it may subject to liability to MHC for reproducing the Workshop without the written permission of MHC.
8. **Confidentiality.** In the course of the Parties working together, the Parties may acquire confidential and proprietary information of the other party which may include, without limitation: a) financial information, b) business methods and practices, c) educational curriculum pedagogy, d) technological strategies, e) marketing strategies, f) client information and other such information the party may designate as confidential information.

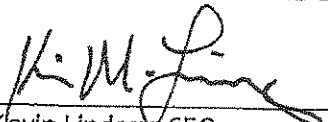
The Parties agree to use their best efforts not to disclose confidential information they receive from the other party and return or delete all confidential information received during the course of the Agreement to the other party upon termination.

- 9. **Entire Agreement.** This Agreement constitutes the complete and exclusive Agreement between the Parties and supersedes any and all prior oral and written understandings between the Parties relating to the Workshop.
- 10. **Amendment.** This Agreement may only be modified or rescinded in a writing that is signed by the Parties. This Agreement may not however be assigned by either Party.
- 11. **Defend, Indemnify and Hold Harmless.** Each Party agrees to defend, indemnify, and hold the Party and its employees, directors, insurers and agents harmless from and against any and all claims, demands, causes of action, suits, costs and expenses (including attorneys' fees) arising out of this Workshop except when such claim, damage, liability, or cost is solely attributable to the gross negligence or intentional act of the Party or its agents and employees.
- 12. **Data Practices.** MHC agrees that it is bound by the Minnesota Government Data Practices Act with respect to 'data on individuals' when it collects, receives, stores, uses, creates, or disseminates pursuant to the Agreement.
- 13. **Reschedule.** If inclement weather or an emergency arises that prevents the Workshop from occurring on October 12, the Parties will work to reschedule the Workshop.
- 14. **Cancellation.** Either party may terminate this Agreement, without cause, upon 10 days written notice to the other party.
- 15. **Governing Law.** The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date identified below.

MINNESOTA HUMANITIES CENTER

DULUTH PUBLIC SCHOOLS

  
 \_\_\_\_\_  
 Kevin Lindsey, CEO

  
 \_\_\_\_\_  
 Catherine A. Erickson, Chief Financial Officer

Date: 9/30/19

Date: 9-27-19

01-640-005-313-315-130500

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 17<sup>th</sup> day of September, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Howie Hanson, 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.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 11, 2019 and shall remain in effect until June 7, 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.** Provide ongoing photography, video, written articles and other content services for the Duluth School District as directed. Includes but is not limited to school athletics, extracurricular activities, academic and classroom activities and other school-related events.
3. **Background Check.** *(does not apply to this contract)*
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 \$200/week and \$8,600 in total.
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.

**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: Katie Kaufman, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

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

*Howie Hanson, 2854 PALMSIDE DRIVE, Duluth, MN. 55811*

**11. 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.

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

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

**14. 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.

*Guy Howie Hanson*  
Contractor Signature

SSN/Tax ID Number

*Sept. 18, 2019*  
Date

*Katie Kaufman*  
Program Director

*9/20/19*  
Date

01	107	012	000	107	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

*Catherine Hanson*

CFO/Superintendent of Schools/Board Chair

*9-27-19*  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11th day of September, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Phyllis Hauck, 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 July 1, 2019 and shall remain in effect until June 30, 2020, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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 \$50.00 hourly and \$13,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Phyllis Hauck, 2083 Lee Rd. Box 106, Melrude, MN 55766.

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.

Douglas Hank \_\_\_\_\_ 9/18/19  
Contractor Signature SSN/Tax ID Number Date

Jason Crane \_\_\_\_\_ 9/25/19  
Program Director Date

**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 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:

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

01	406	005	740	000	1305.00
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

Catherine Edson \_\_\_\_\_ 9/27/19  
CFO/Superintendent of Schools/Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12 day of Sept, 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 9/16/19, and shall remain in effect until 6/5/20, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert/attach a list of programs/services to be performed by contractor)*

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 40.00 / hour up to \$60,000. 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: Brenda Vieth, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 5678 Hwy 33 Saginaw MN 55779.

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.

<i>Alexander Williams</i>		<i>9/12/19</i>
Contractor Signature	SSN/Tax ID Number	Date
<i>Justin Ward</i>		<i>9/17/19</i>
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):

*01 405 005 740 000 1305-00*  
 XX | XXX XXX XXX XXX XXXXX

<i>Catherine Desor</i>	<i>9-17-19</i>
CFO/Executive Director of Business Services/Superintendent of Schools	Date

**Cassandra Williams**  
**Licensed Sign Language Interpreter**

**Performance:**

Substitute interpret or transliterate for Deaf/hard of hearing students in pre-school, elementary school, middle School and high school.

Ability to work with students

Understanding children and their development

Understanding of the English Language, especially grammar

## AGREEMENT

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of September, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Kindred Paths LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Sept. 9<sup>th</sup> 2019 and shall remain in effect until June 5<sup>th</sup> 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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 \$ 5,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)  
Kindred Patis LLC, 5384 Greenwood Rd, Duluth, MN 55804

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.

3M [Signature] 83-1882274 9/15/19  
 Contractor Signature SSN/Tax ID Number Date

[Signature] 9/26/19  
 Program Director Date

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 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:

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

01	203	565	317	000	130500
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

Cathryn [Signature] 9-27-19  
 CFO/Superintendent of Schools/Board Chair Date



Educational Excellence With An Environmental Emphasis

September 26th, 2019

To: Finance

From: Principal Glockle

Re: External Provider Kindred Paths LLC

Kindred Path will be providing Environmental Education during recess for the the 2019-2020 academic school year on Tuesday's and Thursday's. Invoices will be submitted monthly to Principal Glockle and forwarded to finance to be paid.

Sincerely,

Principal Nathan Glockle



# WOLF RIDGE<sup>SM</sup>

ENVIRONMENTAL LEARNING CENTER

2019-20  
 Sent e-mailed  
 by my hand

## Program Contract School Groups

<b>Paul Davis</b>	paul.davis@isd709.org
Stowe Elementary 715 101st Avenue West, Duluth MN 55808	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<b>Deposit:</b> You have made a reservation to stay for September 23, 2019 - September 25, 2019 with 50 participants. To hold your reservation we require a deposit of \$750.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

By signing below, I agree to the terms listed above:

<b>Printed Name:</b> Paul Davis	<b>Title:</b> Teacher - Grade 5	
<b>Signed Name:</b> 	<b>Date:</b> 10-11-18	
<b>Billing Contact:</b> Brenda Vandell <b>Billing email address:</b> brenda.vandell@isd709.org	<b>Billing Address:</b> 715 101st Ave W. Duluth, MN 55808	
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact Elementary Stowe	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address 215 N. 1st Ave. E. Duluth, MN 55802	
<b>Credit Card #</b> 5550-0800-0179-6957	<b>Exp Date:</b> 5/19	<b>CVV:</b> 563
<b>If unable to pay at this time, when can we expect your deposit?</b>		

Principal: Nathan Stöckle

Cathy Elson  
 Cathy Erickson, CFO

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: October 10, 2018

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Ken Willms, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 1<sup>st</sup>, 2019 and shall remain in effect until August 30<sup>th</sup>, 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.** Assist in the completion of Pupil Transportation reporting to MDE.

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

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

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 \$43.00/hourly or \$1,000.00 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: Steve Johnson (Transportation), 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 685 County Rd 8, Holyoke, MN 55749.

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.

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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.

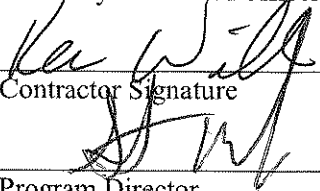

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**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.

		8-28-19
Contractor Signature	SSN/Tax ID Number	Date
		9/8/19
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), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

- 03-760-013-720-000-130500
- 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

	9-11-19
CFO/Superintendent of Schools/Board Chair	Date

**No Cost Contracts Signed  
September 2019**

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

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Infinity Online	Asst Supt	Online learning
Fond du Lac Tribal & Community College	Curriculum	Facilities use agreement for conference room
Magic Village Shows	Lakewood	Magic show presentation called "The Bully"
MN Trout Unlimited	Lakewood	Trout in the Classroom participation
Second Harvest Northern Lakes Food Bank	Laura MacArthur	Backpack program
Positive Energy Outdoors	Lowell	After school programming for 2019-20
Second Harvest Northern Lakes Food Bank	Myers-Wilkins	Backpack program
Jennifer Brown	Special Services	Amend start date on mental health services contract
Second Harvest Northern Lakes Food Bank	Stowe	Backpack program
Sergeant Laboratories, Inc	Technology	Proof of concept; filtering for chrome books and classroom management



INFINITY is a state-certified online learning collaborative (ISD #6080-50) established via a Joint Powers Agreement and governed by a Governing Board, to offer online courses to students in Minnesota.

INFINITY believes that students are best served by their local district and aims to aid in that service when requested. To that end, this document provides the framework for INFINITY services to be provided to students of the following school for the **2019-2020** school year:

Both parties agree to abide by the guidelines for supplemental enrollment in online courses set forth by MN Statute 124D.095, the Online Learning Option Act.

### Online Learning Program Tuition Options:

Member District - \$1,500 annual membership fee

- Access to over 80 course offerings with 12 college credit opportunities
- Reduced tuition (\$375 per .5 credit)
- Program input and feedback on direction and course offerings of program
- Professional development and online teaching opportunities for interested staff
- Highly qualified, Minnesota licensed instructor to facilitate and monitor student progress in every course
- District will collect state aid, and Infinity Online will bill the district the reduced rate, for each course enrollment
- Students may drop a course during the first 14 days of the online semester with no penalty. Districts are responsible for the tuition after the 14 day drop deadline
- Billing for all enrollments will be collected once per semester

Educational Service Agreement - no annual membership fee

- Access to over 80 course offerings with 12 college credit opportunities
- Tuition charged at current MDE ADM amount
- Highly qualified, Minnesota licensed instructor to facilitate and monitor student progress in every course
- District will collect the state aid, and Infinity Online will bill the district, for the current MDE ADM amount for each course enrollment
- Students may drop a course during the first 14 days of the online semester with no penalty. Districts are responsible for the tuition after the 14 day drop deadline
- Billing for all enrollments will be collected once per semester

OLL Statute Billing - no annual membership fee

- Access to over 80 course offerings with 12 college credit opportunities
- Tuition charged at current MDE ADM amount
- Highly qualified, Minnesota licensed instructor to facilitate and monitor student progress in every course
- District will NOT collect state aid and Infinity Online will collect the state aid for each course enrollments through MDE OLL funding via Minnesota Statute 124D.096

### Program Responsibilities

Infinity Online will provide:

- High-quality, rigorous, standards-aligned courses
- Highly qualified, Minnesota-licensed teachers
- Secure server hosting for course access
- Coordinate student access to courses; including course materials, Microsoft office365, e-mail accounts, and any necessary course-related software
- Regular communication with student, family, and school to facilitate and monitor the online student's academic progress
- Student and district advisement regarding OLL options
- Enhanced technical support for online learning students
- Informal audit access for district contact person to monitor student progress
- Formal mid-course and final grade reports
- Work with designated online contact through the academic intervention process with family/student regarding student engagement and progress concerns

### District Responsibilities

District will provide:

- Student advisement regarding OLL options
- Designate a contact person to help facilitate and monitor the online student's academic progress
- Provide the online learning student the same access to computer hardware and software available in the school as all other students.
- Provide initial technical support for students
- Participate in academic intervention process with Infinity Online and family/student regarding student engagement and progress concerns

Name of participating school: Duluth Public Schools ISD 709

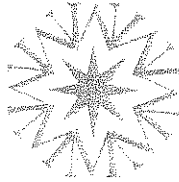
Cathryn Edrao 9-27-19  
 Superintendent/Participating School Signature Date  
 CPO

\_\_\_\_\_  
 INFINITY Program Signature Date

Please send signed copy to the address below:

INFINITY Online  
 PO Box 285  
 Coleraine, Minnesota 55722

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



**Minnesota**  
STATE COLLEGES  
& UNIVERSITIES

**FACILITIES USE AGREEMENT**

**ON-CAMPUS ONLY**

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of Fond du Lac Tribal & Community College ("MnSCU") and Duluth Public Schools, 215 North First Avenue East, Duluth MN 55802 ("Licensee").

1. **FACILITIES.** For purposes of this Agreement, "Facilities" shall mean: Large Conference Room (W122)

Parking will be available to Licensee at the following location: *Any of the surrounding parking lots.*

2. **GRANT OF LICENSE.** MnSCU grants to Licensee a license to use the Facilities solely for the following purpose(s):

*Curriculum retreat for Duluth Public Schools*

The estimated number of people expected to participate or attend is: *20*

Licensee acknowledges and agrees that MnSCU, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all MnSCU policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

The parties agree that this agreement does not create a landlord-tenant relationship between them. MnSCU is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the

period of use are not exclusive to Licensee, and MnSCU shall have the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by MnSCU.

3. **TERM AND TIME OF USE.** Licensee may use the Facilities during the following dates and times.

*April 27, 2020 from 7:00 AM to 5:00 PM*

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to MnSCU a fee of *Zero and 00/100 dollars (\$0.00)*, which amount shall be payable in advance when Licensee signs this Agreement and delivers it to MnSCU. Except as set forth in paragraph 17, if the MnSCU cancels this Agreement prior to Licensee's use of the Facilities, MnSCU will refund the fee to Licensee.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

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

COLLEGE/UNIVERSITY: Fond du Lac Tribal & Community College  
Contact Name and Title: Bret Busakowski, Interim CFO  
Address: 2101 14<sup>th</sup> Street, Cloquet MN 55720

Licensee: Duluth Public Schools  
Contact Name and Title: Joan Lancour  
Address: 215 N 1<sup>st</sup> Avenue East, Duluth MN 55802

6. **MAINTENANCE OF FACILITIES.** Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee finishes using the Facilities, MnSCU will inspect the Facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. MnSCU will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed \$500, MnSCU shall be entitled to obtain payment of such amount from Licensee in advance. This provision will survive the termination of this Facilities Use Agreement.

7. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by MnSCU during its occupancy of the Facilities.

8. **LICENSEE'S INSURANCE.** Licensee shall not occupy the Space under this Agreement until Licensee has obtained, at its sole expense, general liability and property damage insurance requirements as described below and naming both Minnesota State Colleges and Universities and *Fond du Lac Tribal & Community College* as additional insured, and has

provided a certificate of insurance to MnSCU and said insurance has been approved by MnSCU/State of Minnesota. All policies shall remain in force and effect throughout the term of this Agreement. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement. **No occupancy or use by Licensee may take place until satisfactory evidence of insurance coverage is provided to MnSCU.**

## GENERAL INSURANCE REQUIREMENTS

### POLICY REQUIREMENTS

#### 1. Workers' Compensation Insurance

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

#### 2. General Liability Insurance

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

#### Additional Insurance Conditions

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

9. **LIABILITY AND HOLD HARMLESS.** Licensee shall indemnify and hold MnSCU harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Facilities by Licensee or arising out of any work or thing done in or about the Facilities or structures or equipment in the Facilities when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to MnSCU's negligence as determined by a court of law. This provision will survive the termination of this Agreement.
  
10. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
  
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. MnSCU IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
  
12. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by MnSCU, and either the Minnesota Legislative Auditor or MnSCU Auditor for a period of six (6) years following the termination of this Agreement.
  
13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnSCU. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
  
14. **CANCELLATION.** This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.
  
15. **NON-WAIVER.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
  
16. **SECURITY.** Licensee hereby assumes all responsibility for security throughout its use of the Facilities.
  
17. **DEFAULT.** In the event of any default by Licensee under the terms of this Agreement, MnSCU may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the MnSCU may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.

18. **GOVERNING LAW and VENUE**. This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
  
19. **ENTIRE AGREEMENT**. This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

*SIGNATURE BLOCK IS ON NEXT PAGE*

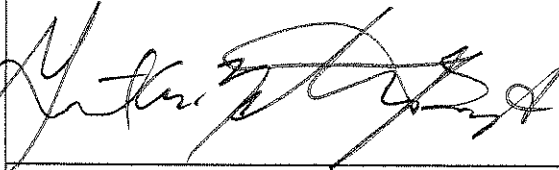
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**APPROVED:**

**1. LICENSEE: Duluth Public Schools**

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

**3. VERIFIED AS TO ENCUMBRANCE (if applicable)**

By (authorized signature)

Title <u>Director of Curriculum Instruction</u>
Date <u>9-19-19</u>

By (authorized signature)
Title
Date

Catherine Erickson  
Catherine Erickson, CFO

**2. MNSCU: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF Fond du Lac Tribal & Community College**

**4. AS TO FORM AND EXECUTION**

By (authorized signature)
Stephanie Hammitt
Title Interim President
Date

By (authorized signature)
Bret Busakowski
Title Interim CFO
Date

**MAGIC VILLAGE SHOWS**  
 Kelvin Saline  
 1 N Hawthorne Rd, Duluth, MN 55812  
 (218) 591-7693 Email: magicvillageshows@gmail.com

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Letter of Agreement

September 22, 2019

This is to confirm that I will present a magic show called "The Bully" at Lakewood Elementary School, 5207 N. Tischer Road, Duluth, MN 55804.

The performance will be on Friday, September 27, 2019 as follows:

One 50 minute program beginning at 1:00PMM.

If there is weather that closes the school or travel is considered too dangerous, the show will be rescheduled.

The fee, due by the conclusion of the performance, is as follows:

Special Rate	\$ 0
Mileage and lodging	\$ 0
Total	\$ 0

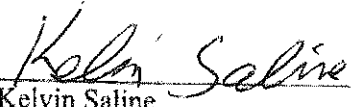
Lakewood Elementary School agrees to provide the following:


1. Bare stage or performing area, accessible 60 minutes before show time.
2. Standard electricity
3. Table


Magic Village Shows agrees to provide the following:

1. Performance of "Magic Village".
2. All equipment, tables, and recorded music for the performance.
3. All transportation costs in excess of mileage above.

By their signatures, Magic Village Shows and Lakewood Elementary School agrees to the terms of this agreement. Any changes must be made by written agreement signed by both parties.

  
 Kelvin Saline  
 Magic Village Shows

  
 Darren Sheldon  
 Lakewood Elementary School

  
 Catherine Erickson, CFO



## MNTU Trout in the Classroom Program School Participation Agreement



7:26 am  
SEP 24 2019 137

To: BS.  
Sec.

The Participating School Rakewood Elementary and Minnesota Trout Unlimited ("MNTU") agree to the following conditions pertaining to the school's participation in the Trout in the Classroom ("TIC") program during the 2019-2020 school year (September 2019 to June 2020).

**1. Trout in the Classroom equipment use.** MNTU agrees to provide a set of aquarium equipment and supplies to the Participating School for its use during the 2019-2020 school year. The equipment includes a tank, stand, chiller, and filter. A detailed list of the equipment and supplies provided is attached as page 3 of this agreement. The Participating School agrees to maintain equipment while in use during the school year and to thoroughly clean and properly store equipment after the fish have been released.

By accepting receipt of and/or using the equipment and supplies during participation in the TIC program, the Participating School assumes all liability and responsibility for its use. The Participating School agrees to hold harmless and indemnify MNTU for any injuries or claims of any nature whatsoever arising from the use, misuse, or storage of any items listed on page 3. MNTU shall retain ownership of the equipment and supplies, but lends them to the Participating School for program use.

The Participating School agrees to use the equipment and supplies provided to it solely for participation in the TIC program and to promptly notify MNTU if any equipment needs repairs or replacement. Upon receipt of written notice of the need for repair or replacement, MNTU will consider the feasibility of making repairs versus providing a replacement in a timely manner.

In the event that the Participating School ceases to participate in the program or ceases to use the equipment and supplies for their intended purposes, it shall promptly notify MNTU's Education Program Supervisor. The Participating School's lead teacher shall be responsible for the transport and return of all equipment in coordination with MNTU's Education Program Supervisor. If the lead teacher leaves the Participating School, this responsibility shall fall to the administrator listed below.

**2. Participation in outdoor field days.** The Participating School classroom and its students will participate in *at least* two outdoor science learning days (called "field days") organized by either the Participating School and/or MNTU's employee(s) or contractor(s) – one in fall 2019 (September to November) and one in spring 2020 (April to May). Both field days will consist of outdoor educational experiences related to the Trout in the Classroom program.

**3. Cooperation with MNTU education team.** The Participating School will make every effort to communicate and coordinate with MNTU's educational employees and/or contractors in a timely and efficient manner during their participation in the program.

4. **Hold Harmless MNTU.** The Participating School agrees to hold harmless and indemnify MNTU for any injuries or claims of any nature whatsoever arising from participation in the field days, the student summit, and any other Trout in the Classroom related activities.

5. **Trip consent forms.** In connection with the field days and student summit, the Participating School agrees to obtain a completed consent and release form for each student, signed by the student's parent or legal guardian. The form must include the parent's or guardian's consent to the student's participation in the field day or student summit and agree to release and indemnify Trout Unlimited from and against any and all claims, demands, and judgments arising from injuries or damages in connection with the student's participation in the event.

6. **Photo use.** The Participating School agrees to allow the use by MNTU of photographs from field days, classroom activities, and the student summit, securing permission for such use from the parents or legal guardians of students, via an "opt out" clause in the trip consent form or otherwise.

7. **DNR Permit.** The Participating School agrees to obtain (with MNTU's assistance) a MN DNR Division of Fish & Wildlife Special Educational Permit, which is required for the transport of trout eggs, the possession of live fish, and the possible transport of fish for release in connection with the Trout in the Classroom program. The Participating School also agrees to comply with the permit conditions and submit a completed year end Trout in the Classroom Program Report to the MNDNR by 6-30-2020.

8. **Participation in student Summit.** If attending the Summit in spring 2020, the Participating School's teacher(s) will engage their students in a hands on, inquiry based project related to the Trout in the Classroom program the results of which will be presented at the Summit to other Trout in the Classroom students and teachers.

Date: 9-24-19

Amber Taylor  
Minnesota Trout Unlimited  
P.O. Box 845  
Chanhassen, MN 55317  
mntu.education@gmail.com

School Name: Lakewood Elementary

School Address: 5207 N. Fischer Rd  
Duluth, MN 55804

Lead Teacher (printed): Mindy Beaudry

Teacher Email: Melinda.beaudry@Tsd709.org

Teacher Phone: \_\_\_\_\_

Teacher Signature: Mindy Beaudry

Administrator Name: DARREN STELSON

Administrator Signature: [Signature]

Additional Teacher Name: Catherine Erickson

CFU Teacher signature: [Signature] 9/27/19

Additional Teacher name: \_\_\_\_\_

Teacher signature: \_\_\_\_\_

**List of equipment and supplies provided by MNTU:**

139

- Chiller
- Aquarium & stand
- Water filter unit
- Glass top for tank
- Water Conditioner
- Seed Bacteria
- Bubble Wand
- Check Valve
- Air Pump and Tubing
- Freshwater Test Kit
- Chemi-Pure
- Gravel Vacuum
- Gravel
- Tank Thermometer
- Extra filters pads for filter unit
- Fish Net
- Breeder net



## BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Laura MacArthur Elementary (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

### A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

### B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

### C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

#### **D. Second Harvest Northern Lakes Food Bank Agrees To:**

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

**E. General Provisions**

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

**F. Signatures**

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

*James Erickson*

9/20/19

Program Partner Signature (Principal or Executive Director)

Date

James Erickson

Principal

Printed Name

Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director  
 Second Harvest Northern Lakes Food Bank  
 4503 Airpark Boulevard  
 Duluth, MN 55811  
 (218) 336-2303  
 dan@northernlakesfoodbank.org



*Cathy Erickson*

**Cathy Erickson, CFO**



## Background Check Policy and Procedure

### Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's Backpack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

### Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



**Verification**

By signing this form the BackPack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the BackPack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The BackPack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

**Program Partner Signature:**

*James Erickson*

9/20/19

Program Partner Signature (Principal or Executive Director)

Date

James Erickson

Principal

Printed Name

Title

Names of program staff or volunteer(s):	Staff	Volunteer
Cal Harris	X	
Susan James		X
Lisa Larson	X	
Angel Barry		X

*Cathy Erickson*

**Cathy Erickson, CFO**

nk is an equal opportunity provider and employer.



## Memorandum of Understanding

### I. PURPOSE AND SCOPE:

- A. Positive Energy Outdoors (PEO) of Duluth, Minnesota, and Lowell Elementary School of Duluth, Minnesota, enter into this Memorandum of Understanding (MOU) to establish the framework under which PEO programming will be provided.
- B. This MOU outlines the agreed upon arrangements for implementing Adventure Club programming between PEO and Lowell Elementary School for the 2019 - 2020 academic year.

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

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

Adventure Club On-Site Contact  
Shannon Hoffman  
Adventure Club Coordinator  
2000 Rice Lake Road  
Duluth, MN 55811  
[coordinator@outdooredventures.org](mailto:coordinator@outdooredventures.org)  
218-461-7171 (answered 12:00-6:00pm M-F)

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

### III. PROGRAM OFFERINGS AND SCHEDULE

- A. PEO agrees to provide programming during the following timeframes:
  - i. Fall Semester: September 3, 2019 – December 20, 2019
  - ii. Spring Semester: January 2, 2020 – June 5, 2020
  - iii. Summer Program Option: June 15, 2020 – August 21, 2020
- B. Specific site schedule, including orientation week for staff/volunteers, start/end dates for participants, and any scheduled non-meeting days will be confirmed no later than 4-weeks prior to the start of each semester with the Lowell Elementary School Principal.

PEO programs will meet at the following times:

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

PEO program staff and volunteers require access to the site from 12-6 pm M-F for planning, setup, debrief, and cleanup.

### IV. FACILITY

- A. Lowell Elementary School agrees to provide an indoor meeting space (Barnes Gym) for severe weather options and access to outdoor classroom/nature playscape for program offerings listed in Section III.B of this MOU. Access to these spaces a minimum of 10 minutes before and after program time is required for setup and cleanup.
- B. PEO staff and volunteers will have access to outdoor classroom spaces/nature playscape, a designated meeting space (Adventure Club Room), or similarly sized/configured space 1 hour and 15 minutes before and 30 minutes after clubs for the purpose of pre-meeting and post-

debrief with staff and volunteers.

- C. Lowell Elementary School will provide storage in the designated classroom (1) locked storage container (size TBD) for the storage of materials and supplies to be used during the Adventure Club program. Space shall be secured by the same means Lowell Elementary School secures its own property from loss, theft, or damage.

#### V. MATERIALS

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

#### VI. PARTICIPANTS

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

- A. PEO Adventure Club programming is open to all children in grades K-5, as designated in section III.B of this MOU.
- B. All interested participants must pre-register through PEO's online application process.
- C. PEO will be responsible for the recruitment, placement, and program release of all children for PEO Adventure Club programming, and will provide Lowell Elementary School with the following participant information:
  - i. At the time of signing MOU:
    - 1. Copy of PEO Statement of Non-Affiliation (one per family), which clearly states that Adventure Club is an independent program of Positive Energy Outdoors and there is no affiliation with ISD 709 or Lowell Elementary School.
    - 2. Copy of PEO Assumption of Risk Form (parent permission form), which clearly states that permission has been given for participants to participate in Adventure Club, and includes an image/media release.
    - 3. Copy of PEO Behavior Policy.
  - ii. No later than 1-week prior to start of clubs:
    - 1. Complete daily roster of children attending Adventure Club.
    - 2. List of individual participants who do not have signed image releases.
  - iii. Information for new children joining the program will be provided to the PEO POC weekly. Space permitting, new participants are allowed to join Adventure Club at any time during the school year.
  - iv. At the end of daily program sessions, PEO participants will be released back to the care of their parent/guardian for dismissal. PEO program staff will follow PEO sign out procedures, including checking IDs, and signing out (day and time) each child. Copies of participant sign in/sign out rosters will be kept on file by PEO for six (6) years as required by the St. Louis County Child Care Assistance Program (CCAP).
- D. If the number of participants is fewer than 20 (full and part time), PEO reserves the right to cancel Adventure Club

## VII. PROGRAM STAFF AND VOLUNTEERS

- A. All PEO programming will be managed, on-site, by PEO professional staff members.
- B. A PEO Director will remotely manage PEO programming, and perform a minimum of 2 on-site program quality assessment visits per year as well as provide weekly on-sight oversight for the programming.
- C. PEO Adventure Club is run by professional PEO staff, with a minimum staff to student ratio of 1:12. All PEO professional staff are over the age of 18. Volunteers and interns may also be recruited by PEO.
- D. PEO is responsible for the recruitment, placement, and supervision of all adult volunteers and interns. PEO will share its volunteer and intern recruitment materials with Lowell School to help to identify potential volunteers.
- E. PEO is responsible for training all staff, volunteers and interns.
- F. PEO is responsible for completing background checks for all adult professional staff, volunteers and interns.

## VIII. COSTS

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

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

## IX. MISCELLANEOUS

### A. PROTECTION OF REPUTATION

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

PEO 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.

### B. INSURANCE

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

### 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.

**C. LOGOS**

Use of any organizational logos may be done so only with written permission and approval from the appropriate POC. All organizational logos are to be used in accordance with each organization's graphic guidelines.

**D. USE OF IMAGES**

Contingent on individual participant releases, organizations grant the other usage of any images and/or voice of participants in this program on websites, social media, promotional and program materials, in perpetuity, as it relates to promoting Adventure Club and PEO programming.

**F. MEDIA**

Organizations agree to mutually support each other's media activities and share copies of any articles, stories or other coverage related to Adventure Club. Organizations involved in this MOU must approve all media releases and opportunities related to Adventure Club.

**G. FUNDING**

Organizations may jointly or independently pursue funding to support and enhance Adventure Club, provided both organizations are informed prior to submittal of applications or requests.

**H. SETTLEMENT OF DISAGREEMENTS**

Organizations will endeavor to resolve any issues that arise in the management and quality of PEO programming. If a dispute arises out of or relates to this contract, and if the dispute cannot be settled through negotiation, either party may choose to terminate this contract after making a good faith effort to resolve the matter. At that time, neither party shall use the name of the other in grant applications or publicity materials not already produced/submitted.

**I. 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.

**J. MODIFICATION OR AMENDMENT**

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

**K. 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.

**L. 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.

**M. 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.


**X. TERM AND EXECUTION OF MOU**


A. This MOU shall be effective from August 26, 2019 through August 21, 2020. The terms of the agreement may be amended by mutual written agreement of both parties, and may be terminated by either party with 60 days written notice.

B. Signing this document acknowledges each party's understanding of, and agreement with, the terms outlined herein.

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

Signature:  Date: 8/26/19  
Lowell Elementary School  
By: Jennifer Larva, Principal  
[Jennifer.Larva@isd709.org](mailto:Jennifer.Larva@isd709.org)  
218-336-8895 x 1007

Signature:  Date: 9/03/19  
Duluth Public Schools  
By: William Gronseth, Superintendent  
[William.Gronseth@isd709.org](mailto:William.Gronseth@isd709.org)  
218-336-8752

Signature:  Date: 8/26/19  
Positive Energy Outdoors (PEO)  
By: Stephanie Love, Director  
[Steph@outdooredventures.org](mailto:Steph@outdooredventures.org)  
218-391-0147



## BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and ISD 709-MyersWilkins (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

### A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

### B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

### C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify “chronically hungry” or “food insecure” children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

#### **D. Second Harvest Northern Lakes Food Bank Agrees To:**

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

**E. General Provisions**

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

**F. Signatures**

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Amy Worden  
Program Partner Signature (Principal or Executive Director)

9/12/19  
Date

Amy Worden  
Printed Name

Principal  
Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director  
Second Harvest Northern Lakes Food Bank  
4503 Airpark Boulevard  
Duluth, MN 55811  
(218) 336-2303  
dan@northernlakesfoodbank.org



Cathy Erickson  
Cathy Erickson, CFO



## Background Check Policy and Procedure

### Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

### Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



**Verification**

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

**Program Partner Signature:**

Amy Worden  
 Program Partner Signature (Principal or Executive Director)

9/19/19  
 Date

Amy Worden  
 Printed Name

Principal  
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Stacey Achterhoff	✓	

Cathy Erickson  
 Cathy Erickson, CFO

Bank is an equal opportunity provider and employer.

## CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 12<sup>th</sup> day of September, 2019

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Jennifer Brown

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and Jennifer Brown (the "Parties") entered into the contract (the "Contract") dated August 6, 2019, for the purpose of promoting mental health and facilitating student learning.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

**Amendments**

1. The Contract is amended as follows:
  - a. Dates of Services. Original effective dates of the Contract were August 28, 2019 through September 30, 2019. This amendment would change the effective date of the contract to August 27, 2019.

**No Other Change**

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

**Miscellaneous Terms**

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

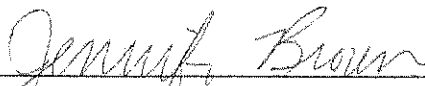
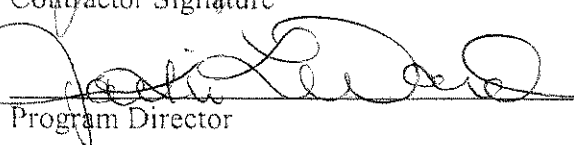
*JAB*

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

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

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

	9/13/19
Contractor Signature	Date
	9/13/19
Program Director	Date

**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 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:

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

01	420	005	740	000	1157.00
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

	9-17-19
CFO/Superintendent of Schools/Board Chair	Date



## BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Stowe Elementary (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

### A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

### B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

### C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify “chronically hungry” or “food insecure” children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

#### **D. Second Harvest Northern Lakes Food Bank Agrees To:**

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

**E. General Provisions**

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

**F. Signatures**

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Program Partner Signature (Principal or Executive Director)

Nathan Glöckle  
Printed Name

9/13/19  
Date

Principal  
Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:

Cathy Erickson  
**Cathy Erickson, CFO**

Dan Wilson, Program Director  
Second Harvest Northern Lakes Food Bank  
4503 Airpark Boulevard  
Duluth, MN 55811  
(218) 336-2303  
dan@northernlakesfoodbank.org





## Background Check Policy and Procedure

### Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

### Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



**Verification**

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

**Program Partner Signature:**

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Program Partner Signature (Principal or Executive Director)

9/3/19  
 \_\_\_\_\_  
 Date

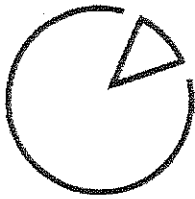
Nathan Glöckle  
 \_\_\_\_\_  
 Printed Name

Principal  
 \_\_\_\_\_  
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Helen Bergman	✓	
Monica Halffrisch	✓	
Norma Graham		✓

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Cathy Erickson, CFO

Bank is an equal opportunity provider and employer.



# SERGEANT LABORATORIES, INC.

200 MASON ST  
ONALASKA, WI 54650  
162  
(608) 788-9143

## Terms and Conditions for Proof of Concept

August 15, 2019

In connection with **Duluth Public School's** ("Customer") possible interest in a business transaction involving Sergeant Laboratories Inc. (the "Company"), the Company is furnishing you, or may furnish you, with an AristotleInsight::K12 test system ("Product") for a period of fifteen (15) days, which is proprietary in nature. In consideration of the Company possibly furnishing you with Information ("Information" shall mean pricing or information concerning any Company products or services; trade secrets and other proprietary rights of the Company; any business, marketing, or technical information that is confidential or proprietary to the Company) and/or Product, you agree with the Company as follows:

1. The undersigned parties mutually agree all Information will be kept confidential and will not, without the prior written consent of the Company, be disclosed by you, any of your affiliates, agents or advisers, or those of any of your affiliates, in any manner whatsoever, in whole or in part, and will not be used by any of the foregoing other than in connection with considering your possible interest in a transaction with the Company. Moreover, you agree to transmit Information only to your agents and advisers, or those of your affiliates, who need to know Information for the purpose of considering your possible interest in a transaction with the Company and who are informed by you of the confidential nature of Information and who agree to be bound by this Agreement. You will be responsible for any breach of any provision of this Agreement by your affiliates, agents and advisers and those of your affiliates.
2. Customer will track and return the Product within five (5) days following completion of testing, or, immediately upon Company's request.
3. Customer represents and warrants it will not transfer (sell, lease, or otherwise receive compensation from any third party for the right to use, possess, or operate) the Product to any third party who is not authorized by the Company to have access.
4. Customer agrees: i) not to remove, cover or otherwise tamper with any labels or markings on the Product; ii) it will not reverse engineer, de-compile, or disassemble the Product; iii) it will place the Prototype in a secure environment within Customer's facility and will not remove the Product from such facility unless authorized by the Company; iv) Company accepts no liability arising from the use of this Product and v) to restrict access to the Prototype to the Customer employees permitted to have access.
5. Title to the Product will at all times remain with the Company. Customer will not acquire any property rights, including, but not limited to intellectual property rights, in the Product by reason of this Agreement.
6. Customer acknowledges Product reports provide extensive data analysis including but not limited to forensic level, keystroke data collection which may be disabled. The product is configured with keystroke data collection enabled by default. Keystroke data collection may be disabled by checking the box below:

Initial here:     *CS*    

Disable keystroke collection.

7. Key Outcomes of the Proof of Concept:
  - Classroom Device Management
  - Filtering

If you are in agreement with the foregoing, please sign below and return one or more fully executed copies of this Agreement to the undersigned.

Accepted and agreed as of the date first above written.

**Duluth Public Schools**

By: *Catherine Erickson*

Name: ~~Bart Smith~~ *Catherine Erickson*

Title: ~~Manager of Technology~~ *CFO*

**Sergeant Laboratories**

By: *Eric Anderholm*

Name: Eric Anderholm

Title: CEO

# Facilities Management & Capital Project Status Report September 2019

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

- In the past month the Facilities maintenance crews have completed 435 work orders, and are currently working on 272 open work orders.
- Facilities maintenance trade crews are currently scheduled at Congdon Park Elementary School.
- Continuing to work with Human Resources and Firemen and Oilers Union to review and update position descriptions.

## **Capital Construction:**

- The LTFM 10 Year Plan PSS Track Replacement project is being evaluated to determine if the surfacing meets proper identified slope as related to drainage.
- The bid for the school security work related to the Federal COPS grant has been awarded and authorization to proceed has been issued.
- 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 currently occurring as related to the two awarded MDE Safe Schools grant – Denfeld and Rockridge.
- Work is being done to bid the FY-21 LTFM 10 Year Plan Rockridge Roof Replacement Project.
- Work is being done to bid the FY-21 LTFM 10 Year Plan Congdon Park Tuck Pointing Project.
- An initial meeting was held to discuss construction needs as related to changing science curriculum for 8<sup>th</sup> grade.
- A meeting was conducted with LHB to determine potential causes of mortar failure on the HOCHS 2<sup>nd</sup> street retaining wall that was re-constructed in 2015-2016.

## **Building Operations**

- Operations have accepted a resignation in the fireperson II classification. A fireperson II position at Ordean East Middle School is currently open internally and externally. In addition, Operations have accepted a resignation in the custodian II classification at Congdon Elementary School. As a result, Operations has reviewed and accepted a custodian II unilateral transfer for this open position at Congdon. This has resulted in an open custodian II position at Denfeld High School that is currently open for transfer before posting. Lastly, operations have interviews scheduled for an open maintenance custodian position at Congdon Elementary School.

## **Health, Safety & Environmental Management**

### Environmental/Health/Safety

- Lakewood water samples were collected and sent in for testing per state requirements.
- Fall playground inspections were completed with no major concerns.
- Lowell, Myers Wilkins, and Stowe fire inspections were completed. Minor discrepancies were corrected

### Emergency Response

- Continued working on radio systems to improve signals in the buildings

### Workers' Compensation Activities - September

- 22 First report of incidents
- 0 OSHA recordable incidents

### 2019 YTD Incidents

- 192 First report of incidents received
- 19 OSHA recordable incidents
- 31 Days away from work
- 298 Days of restricted work

230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • [gregfollmer@gmail.com](mailto:gregfollmer@gmail.com)

September 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 1<sup>st</sup> Ave E  
Duluth, MN 55802

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

#### **Hartley Residential Lots**

- 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.
- Networking with developers and brokers is ongoing.
- Continued interest by a national development company. Research has been done related to road improvements and utility infrastructure cost. Work with economic development partners is ongoing for this developer prospect. Concerns related to pricing have been expressed by prospective developer.
- Two municipal entities have expressed interest but have not asked for a property tour.

#### **Website Advertising**

- 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

## Consent Agenda Considerations and Recommendations:

Per school board discussion and request, the following information is shared to continue the discussion of creating a consent agenda as part of the regular school board meeting.

### Rationale for a consent agenda:

\*What goes on a consent agenda? The items are typically routine and non-controversial, or matters the board has achieved consensus on after previous discussion. Generally, topics that have not been discussed by the board in the past should not be put on the consent agenda. The board chair prepares the consent agenda, usually in consultation with the executive director. Consent agenda items typically include:

- Committee and previous board meeting minutes;
- Office or committee reports;
- Routine correspondence that require no action;
- Minor changes in a policy or procedure (e.g., for purposes of clarity or to update without changing intent or meaning);
- Routine policy revisions (e.g., changes in dates or dollar amounts due to changes in laws);
- Updating documents, such as minutes, reports or role descriptions;
- Standard contracts that are used regularly (e.g., confirmation of using the traditional in-house contract with a new vendor);
- Confirmation of conventional actions that are required in the bylaws (e.g., signatory authority for a bank account or acceptance of gifts);
- Final approval of proposals or reports that have been fully discussed and vetted at past meetings;
- Reports provided for information only.

At the meeting, the board chair should first ask members if they wish to move any consent agenda items to the regular agenda for further discussion. This is essential as members should be able to make such a request for any reason. If requested, the board chair would move the item and open it up for discussion during the regular agenda, or make it a "parking lot" item for future debate. Ideally, board members should ask for such a move before the meeting so it can be placed on the regular agenda before the meeting starts. After any items have been moved and the consent agenda is set, the board chair recites the items on the consent agenda and moves to adopt it.

\*From [www.boardforward.com](http://www.boardforward.com) "Do's and Don'ts of Consent Agendas"

## **Order of the Regular School Board Meeting Bylaw (203.2)**

Under current policy, the district has an agenda order. Referenced in this policy is a statement that items may be considered as part of a consent agenda (203.2, III., B)

MSBA currently has a sample Consent Agenda policy for consideration (203.6).

It would appear that Policy 203.2 would need to be amended to include a consent agenda and possible order structure of the current agenda modified dependent on the placement of consent agenda within the current order.

## **MSBA Sample Consent Agenda Policy (203.6)**

### 203.6 CONSENT AGENDAS

I. PURPOSE The purpose of this policy is to allow the use of a consent agenda.

II. GENERAL STATEMENT OF POLICY In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

### III. CONSENT AGENDAS

A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.

B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.

C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.

D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

Cross References:

MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)

MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)

MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

### Items for consent agenda consideration:

1. Reading and Approving of Minutes (Currently Item 4 on regular agenda)
2. Action items/Resolutions from Education, Human Resources, and Business Committees meetings
  - a. Education Committee
    - i. Resolutions – Acceptance of Grants and others
    - ii. Policies – first and second readings of policies
  - b. Human Resources
    - i. Resolutions – per recommendations and others
    - ii. Policies – first and second readings of policies
    - iii. Staffing report – acceptance of staffing report
  - c. Business Committee
    - i. Resolutions – Acceptance of Donations, Authorized Bank Signers, and others
    - ii. Contracts, Bids, Quotes, and RFPs
    - iii. Policies – first and second readings of policies
    - iv. Financial Reports and payment of claims
3. Acceptance of reports of standing committees: Education, Human Resources, and Business Committees
  - a. Includes informational items per discussion from each committee report
4. Any other annual or non-controversial agenda items per Board Chair approval

**Consideration:** Approval of consent agenda items should come after the reports of standing committees which may offer clarity or explanation of items on the consent agenda. Committee reports can then reference consent agenda items rather than having resolutions acted on during reports. Acceptance of standing committee reports would acknowledge all informational items.

1. Roll Call
2. Pledge of Allegiance
3. Approval of the Agenda
- ~~Reading and Approving Minutes~~ **Move to consent agenda**
4. School and Community Recognition
5. Audience
6. Reading Communications, Petitions, Etc.
7. Report of the Superintendent
8. Report of Standing Committees:
  - a. Education Committee
  - b. Human Resources Committee
  - c. Business Committee

### **INSERT: 9. Consent Agenda**

10. Special Resolutions
11. Questions/Other
12. Adjournment

## Naming buildings and naming rights policy discussion

### Business Committee – October 8, 2019

#### Current school board policy:

#### **7105 NAMING NEW SCHOOLS**

The following are guidelines for the naming of new schools:

- Senior High Schools - Locality or region of the school, or pioneer of the School District area
- Middle Schools - More recent prominent citizens, or locality
- Elementary Schools - Currently living outstanding citizens, former school board members, or retired principals, teachers, or locality

Responsibility for making nominations of names to the School Board will reside in a joint committee of the School Board and the professional staff. The School Board representatives will be appointed by the Chair of the School Board. The staff representatives will be appointed by the Superintendent.

The School Board shall make the final decision in selecting the names for schools.

Adopted: 06-09-1970 ISD 709

Revised: 10-11-1983

06-20-1995 ISD 709

It would be recommended that Policy 7105 be deleted and replaced with new policy language. Below are 2 sample policies for discussion:

## **\*Sample Policy (Policy 808 – Naming Buildings – Local – No MSBA template)**

Buildings and Sites

Naming Facilities and Educational Programs

### **I. Purpose**

This policy establishes the criteria and procedures for naming school district facilities and educational programs.

### **II. General Statement of Policy**

The school district recognizes the importance and significance of naming school district facilities and educational programs. The district will follow policy procedures when reviewing and acting upon all nominations. Facilities are district-owned buildings and properties and include spaces within buildings as well as outdoor fields, streets and areas. Educational programs are district approved learning opportunities that support a specific need or learning goal identified by the district.

### **III. New or Existing Facility Names**

#### **A. New Names**

When a new facility is acquired or constructed, or when an existing space is named for the first time, the school board will appoint a committee consisting of community members, students and employees to recommend appropriate names for the new facility.

Following the procedures outlined in this policy, the committee will provide two or three possible names to the superintendent who will make a recommendation to the school board for consideration. The possible names will be included in the minutes. The school board will make the final decision on the name of any district facility in accordance with the guidelines in this policy.

#### **B. Name Changes**

Once a facility or space is named, that name will remain with the facility or space unless changed or removed by the school board. Names will be changed using the same process outlined above. Names may be changed when the specific program or theme for which the facility was named changes, when the current name no longer supports the objective of the

facility, or due to additions or renovations to an existing facility. Names may be removed at the discretion of the school board.

#### IV. Naming of Facilities

##### A. Naming in Recognition

The district may name a facility or space to recognize outstanding contributions to the district. Naming in recognition for such contributions is at the district's discretion and in support of its mission. When naming a facility or space after an individual, consideration will be given to persons who have significance to students, employees and/or the community. One of the following criteria must be met for naming in recognition under this paragraph:

1. Recognition of outstanding service to the district while serving in an academic or administrative capacity or outstanding service to the district community; or
2. Recognition of the achievements of distinguished alumni; or
3. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.) that was not made in exchange for naming a facility or space.

##### B. Specific Naming Agreement

1. The school district recognizes that circumstances exist when the district may enter into an agreement for the specific naming of a facility or space in exchange for a specific financial or other contribution to the district. All such agreements must be in writing.

##### 2. Transferability and Renewability

If a name is granted by a written agreement, those rights may be transferred or renewed as permitted by the written agreement. Other naming rights are not transferable or renewable.

##### 3. Limit of Naming Rights

###### a. On the Part of the District

The district's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

b. On the Part of the Named Party

The party after whom a facility or space is named has no decision making rights as to the purpose of the facility or space unless specifically provided for in the written agreement between the parties. The district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligation, or the local authority of the school board. In turn, the named party has no liability with respect to that facility or space unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

4. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the district directly brings the named party into disrepute.

**V. Naming of Educational Programs**

A. Naming in Recognition

The district may name an educational program to recognize outstanding contributions to the district. Naming in recognition for such contributions is at the district's discretion and in support of its mission. When naming a specific program after an individual, organization or company, the following criteria must be met for naming in recognition under this paragraph:

1. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.) that was made to support a specific educational program.

2. Commitment of the donor to support the financial commitment of the specific educational program for the term of the program's operation in the district. The district may extend the donor's name beyond the contribution if noted in the agreement.

B. Specific Naming Agreements

1. The school district will enter into an agreement for the specific naming of an educational program in exchange for a specific financial or other contribution to the district. All such agreements must be in writing.

2. Transferability and Renewability

If a name is granted by a written agreement, those rights may be transferred or renewed as permitted by the written agreement. Other naming rights are not transferable or renewable.

3. Limit of Naming Rights

a. On the Part of the District

The district's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

b. On the Part of the Named Party

The party after whom an educational program is named has no decision-making rights as to the function or implementation of the educational program, unless specifically provided for in the written agreement between the parties. The district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligation, or the local authority of the school board. In turn, the named party has no liability with respect to the educational program unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

4. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date in the event that the district directly brings the named party into disrepute.

## **VI. Procedures for Naming**

A. In naming all facilities, spaces, or specific educational programs, due regard will be taken to maintain an appropriate balance between commercial considerations and the role that names of facilities, spaces and educational programs contribute to the school district's mission. Also recognized is the role played by the name of a facility, space or education program in assisting employees, students and visitors to orient themselves.

B. Names must always be consistent with the district's mission and vision. The long-term effects of the name must be considered. The department/school affected by the name to be granted must be consulted before any decision is made.

C. The district will not name a facility, space or educational program without the informed consent of the named party.

D. The superintendent will decide the monetary valuation of each naming right after receiving a recommendation from the director of business services who may take advice from such persons or other professionals, as needed. Each case should take into account market comparisons for naming rights for which professional advice may be sought.

E. The duration of a name for a facility, space or educational program is decided or negotiated on a case-by-case basis.

F. Whether there is a physical display of the name is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the name will take into account the identification of the school district and opportunities offered by that building for the district. Plaques memorializing the name may be installed with the approval of the superintendent and informed consent of the named party in buildings.

## **\*Sample Policy (Policy 809 – Naming Rights – Local – No MSBA template)**

### **Naming Rights**

#### **I. Purpose**

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school district facilities, including buildings and grounds.

This policy does not include scholarships or research grants.

#### **II. General Statement of Policy**

Duluth Public Schools recognizes two circumstances in which the school district may grant naming rights: Naming rights in consideration and naming rights in recognition. In each circumstance, the school district enters into a written agreement about the nature of the naming right. The provisions of this policy govern any agreement.

#### **III. Definitions**

- A. “Facilities” are district-owned buildings and properties, including outdoor fields, streets and areas.
- B. “Naming rights in consideration” is recognition for financial contributions, sponsorship or other commercial transactions.
- C. “Naming rights in recognition” is recognition of a significant contribution to the school district that the district wishes to honor.

#### **IV. Naming Rights in Consideration**

The school district may grant naming rights in consideration to recognize contributions made to the district. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions are at the discretion of the school district.

#### **V. Naming Rights in Recognition**

- A. The school district may grant naming rights in recognition to recognize contributions to the district that were not contributed to the district for the purpose of receiving naming rights. Naming rights for these contributions are at the discretion of the school district.
- B. One of the following criteria must be met for granting naming rights in recognition:

1. Recognition of outstanding service to the school district while serving in an academic or administrative capacity or outstanding service to the Edina community; or
2. Recognition of the achievements of distinguished alumni; or
3. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.), such being voluntary and not rendered in consideration of granting of naming rights.

## **VI. Granting Naming Rights**

A. In granting naming rights, either “in consideration” or “in recognition,” due regard should be taken of the need to maintain an appropriate balance between commercial considerations and the role which names of buildings and spaces contribute to the school district’s sense of identity as well as their role in assisting staff, students and visitors to orient themselves within a campus.

B. The granting of naming rights must always be consistent with the school district’s mission and vision. The long-term effects of the naming rights must be considered. The department/school affected by the naming right to be granted must be consulted before any decision is made.

C. The granting of naming rights may be limited by contractual agreements for programs and services as approved by the school board.

D. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.

### 1. Items for Which Naming Rights May Be Awarded:

Auditoriums/Theaters

Gymnasiums

Libraries

Gardens/Walks

Athletic Fields/Facilities

Concessions/Locker Rooms

Other areas as approved by the school board

## 2. Informed Consent

The school district shall not grant a naming right without the informed consent of the named party.

## 3. Monetary Valuation of Naming Rights

Monetary valuations may be assigned to proposed naming rights on a case by-case basis to aid with making decisions about granting naming rights.

## 4. Guidelines

The superintendent will decide the monetary valuation of each naming right after receiving a recommendation from the director of business services who may take advice from such persons or other professionals, as needed. Each case should take into account market comparisons for naming rights for which professional advice may be sought.

## 5. Duration of Naming Rights

The duration of naming rights is decided or negotiated on a case-by-case basis.

## 6. Physical Display of Naming Rights

a. Whether there is a physical display of the naming rights is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the naming rights will take into account the identification of the school district and opportunities offered by that building for the district.

b. When "naming rights in recognition" is awarded, plaques may, with the approval of the superintendent, be installed in buildings.

## 7. Transferability

"Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred.

## 8. Renewability

Naming rights may be renewed by mutual agreement between all parties.

## 9. Limit of Naming Rights

### a. On the Part of the District

The school district's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

### b. On the Part of the Named Party

The named party, after whom a building or part of a building is named, has no decision-making rights as to the purpose of the building or part of the building unless specifically provided for in the written agreement between the parties. The school district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligations, or the local authority of the school board. In turn, the named party has no liability in respect of that building or part of a building unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

## 10. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

### a. Termination by the District

The school district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

### b. Termination by the Named Party

The named party may, without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the school district directly brings the named party into disrepute.

Cross Reference: Policy 808 (Naming Facilities)