

School Board Meeting - Business Committee - Working Session

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 14, 2020

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Financial Report - Consent Agenda**
 - A. Financial Report 3
 - B. Approval of Payment of Claims - Attached as an "extra"
 - C. Budget Revisions 13
 - D. Wire Transfers 15
 - E. Investment Transactions 17
 - F. APU Projections 18
 - G. Fundraisers 21
 - H. Finance Education
 - 1) School Finance at the Legislature (no handout)
3. **Bids, R.F.P.s and Quotes Reports - Consent Agenda**
 - A. Bids - None
 - B. RFPs - None
 - C. Quotes - None
4. **Policies and Regulations - Consent Agenda**
 - A. New Regulation 511R Fundraising - informational reading 22
Attached is regulation 511R - Fundraising as informational only. No action needed.
 - B. New Regulation 203.2R Order of the Regular School Board Meeting Bylaw - informational reading. 26
Attached is regulation 203.2R Order of the Regular School Board Meeting Bylaw as informational only. No action needed.
 - C. Revised 213 - School Board Committees Bylaw - first reading 27
Attached is Policy 213 - School Board Committees Bylaw for revision - first reading.

Recommendation: It is recommended that the Duluth School Board approve the revisions to Policy 213 - School Board Committees Bylaw - first reading.
5. **Contracts, Change Orders, and Leases - Consent Agenda**
 - A. Contracts
 - 1) PLACEHOLDER - HOCHS Fire System Upgrade with Kraus Anderson through Sourcewell
 - 2) PLACEHOLDER - Other Contracts
 - B. Change Orders - None

- C. Leases - None
 1) **PLACEHOLDER** - Other Leases
6. **Resolutions - Consent Agenda**
- A. B-1-20-3709 - Acceptance of Donations 33
- Recommendation: It is recommended that the Duluth School Board approve Resolution 1-20-3709.
- B. B-1-20-3710 - Authorized Bank Account Signer 38
- Recommendation: It is recommended that the Duluth School Board approve Resolution 1-20-3710.
- C. B-1-20-3711 - Authorizing the Listing of Historical Old Historic Central High School (HOCHS) for Sale 39
- Recommendation: It is recommended that the Duluth School Board approve Resolution B-1-20-3711.
- D. **PLACEHOLDER - B-1-20-3712 - 2020 Legislative Platform -** **40**
document pending
- Recommendation: It is recommended that the Duluth School Board approve Resolution 1-20-3712.
7. **Informational - These items are provided for informational purposes only; no action is required.**
- A. Expenditure Contracts 41
 The Superintendent or CFO/Executive Director of Business Services has signed these contracts during the month of December 2019.
- B. Extension or Renewal Contracts - None
- C. No Cost Contracts 91
 The Superintendent or CFO/Executive Director of Business Services has signed these contracts during the month of December 2019
- D. Revenue Contracts - None
- E. Property Sale Updates 100
- F. Facilities Management & Capital Project Status Report 102
- G. Change Orders Signed - None
- H. Grant Process
8. **Future Items**
- A. Audit Engagement Letter (February)
- B. Policy Updates

**Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 11/30/19**

		Fund										
		Total	General Fund	Food Service	3 Transportation	Community Education	Operating Capital	6 Construction	Debt Service	Trust & Agency	20 Dental	Student Activities
Cash and investments	10/31/2019	\$ 34,791,245	\$ 17,429,793	\$ 1,073,040	\$ (2,602,826)	\$ 2,257,577	\$ 2,212,577	\$ 156,461	\$ 11,975,304	\$ 624,545	\$ 483,437	\$ 1,181,338
Receivables (increase)/decrease -		(10,713,896)	(10,753,510)	38,327	3,429	(1,446)	-	-	-	-	(696)	-
Payables increase/(decrease) -		(16,254)	(161,895)	51,547	48,934	10,153	35,050	-	-	-	(42)	-
Revenues increase/(decrease) -		20,430,956	6,583,696	427,728	238	392,769	2,348,210	816	10,587,463	3,567	86,470	-
Expenditures (increase)/decrease -		(13,694,972)	(10,634,165)	(505,780)	(765,361)	(827,404)	(896,597)	-	(2,046)	-	(63,619)	-
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Cash and investments	11/30/2019	\$ 30,797,079	\$ 2,463,919	\$ 1,084,861	\$ (3,315,586)	\$ 1,831,649	\$ 3,699,240	\$ 157,277	\$ 22,560,721	\$ 628,112	\$ 505,550	\$ 1,181,338

		General Fund Nov-19			Percent of year	41.67%
		FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy		\$ 8,569,388	\$ 18,094,028	\$ 18,094,028	\$ 9,524,640	53%
State aids		24,427,524	69,862,620	69,962,416	45,534,892	65%
Special ED (fin 740)		2,161,845	13,955,922	13,955,922	11,794,077	85%
Federal		799,038	5,812,924	7,029,021	6,229,983	89%
Other		60,551	-	141,122	80,571	57%
Other Local		988,686	3,267,468	3,851,158	2,862,472	74%
Student Activities		300,021	1,419,021	1,419,021	1,119,000	79%
Total Revenue		\$ 37,307,053	\$ 112,411,983	\$ 114,452,688	\$ 77,145,635	67%
Expenditures						
010-050 Administration		\$ 1,832,886	\$ 5,430,487	\$ 5,445,833	\$ 3,612,947	66%
105-110 District Support Services		2,738,890	5,522,790	5,569,885	2,830,995	51%
200-298 Elem & Secondary Reg		12,518,641	44,450,886	44,686,349	32,167,708	72%
300-380 Vocational Education		427,132	1,656,336	1,656,336	1,229,204	74%
400-422 Special Education		7,251,128	24,295,216	25,311,750	18,060,622	71%
505-590 Community Education						
605-640 Instructional Support		1,233,028	4,392,611	4,464,235	3,231,207	72%
710-770 Pupil Support		3,011,570	7,950,242	8,079,804	5,068,234	63%
805-865 Sites and Buildings		4,099,175	13,434,269	14,235,715	10,136,540	71%
910-940 Fiscal & Other Fixed		700,569	3,363,554	3,363,554	2,662,985	79%
Student Activities		155,567	1,419,021	1,419,021	1,263,454	89%
Total Expenditures		\$ 33,968,586	\$ 111,915,412	\$ 114,232,482	\$ 80,263,896	70%
Excess Rev Over (Under)		\$ 3,338,467	\$ 496,571	\$ 220,206	\$ (3,118,261)	

		Percent of year			41.67%	
		General Fund Unrestricted				
		Nov-19				
		FY20	FY 20 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	6,617,740	\$ 13,865,066	\$ 13,865,066	\$ 7,247,326	52%
State aids		24,191,242	59,677,472	59,677,472	35,486,230	59%
Special ED (fin 740)		2,161,845	13,955,922	13,955,922	11,794,077	85%
Federal		-	-	-	-	
Other		60,551	-	141,122	80,571	57%
Other Local		714,817	2,430,255	2,430,255	1,715,438	71%
Student Activities		300,021	1,419,021	1,419,021	1,119,000	79%
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Total Revenue	\$	34,046,216	\$ 91,347,736	\$ 91,488,858	\$ 57,442,642	63%
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Expenditures						
010-050 Administration	\$	1,827,540	\$ 5,430,487	\$ 5,430,487	\$ 3,602,947	66%
105-110 District Support Services		2,703,160	5,382,790	5,382,790	2,679,630	50%
200-298 Elem & Secondary Reg		9,708,355	32,574,725	32,574,725	22,866,370	70%
300-380 Vocational Education		402,943	1,504,853	1,504,853	1,101,910	73%
400-422 Special Education		6,486,716	21,355,799	21,358,068	14,871,352	70%
505-590 Community Education						
605-640 Instructional Support		572,447	1,905,429	1,905,429	1,332,982	70%
710-770 Pupil Support		2,851,371	7,950,242	8,004,905	5,153,534	64%
805-865 Sites and Buildings		2,491,093	9,722,794	9,983,483	7,492,390	75%
910-940 Fiscal & Other Fixed		700,569	3,363,554	3,363,554	2,662,985	79%
Student Activities		155,567	1,419,021	1,419,021	1,263,454	89%
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Total Expenditures	\$	27,899,761	\$ 90,609,694	\$ 90,927,315	\$ 63,027,554	69%
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Excess Rev Over (Under)	\$	6,146,455	\$ 738,042	\$ 561,543	\$ (5,584,912)	

		Percent of year			41.67%
		General Fund Restricted			
		Nov-19			
	FY20	FY 20 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
Revenues					
Levy	\$ 1,951,648	\$ 4,228,962	\$ 4,228,962	\$ 2,277,314	54%
State aids	236,282	10,185,148	10,284,944	10,048,662	98%
Special ED (fin 740)	-	-	-	-	
Federal	799,038	5,812,924	7,029,021	6,229,983	89%
Other	-	-	-	-	
Other Local	273,869	837,213	1,420,903	1,147,034	81%
Student Activities	-	-	-	-	
Total Revenue	\$ 3,260,837	\$ 21,064,247	\$ 22,963,830	\$ 19,702,993	86%
Expenditures					
010-050 Administration	\$ 5,346	\$ -	\$ 15,346	\$ 10,000	65%
105-110 District Support Services	35,730	140,000	187,095	151,365	81%
200-298 Elem & Secondary Reg	2,810,286	11,876,161	12,111,624	9,301,338	77%
300-380 Vocational Education	24,189	151,483	151,483	127,294	84%
400-422 Special Education	764,412	2,939,417	3,953,682	3,189,270	81%
505-590 Community Education					
605-640 Instructional Support	660,581	2,487,182	2,558,806	1,898,225	74%
710-770 Pupil Support	160,199	-	74,899	(85,300)	-114%
805-865 Sites and Buildings	1,608,082	3,711,475	4,252,232	2,644,150	62%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
Total Expenditures	\$ 6,068,825	\$ 21,305,718	\$ 23,305,167	\$ 17,236,342	74%
Excess Rev Over (Under)	\$ (2,807,988)	\$ (241,471)	\$ (341,337)	\$ 2,466,651	

		Percent of year			41.67%	
		Food Service Fund				
		Nov-19				
		FY20	FY 20 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
Revenues						
Levy	\$	-	\$ -	\$ -	\$ -	
State aids		57,306	232,000	232,000	174,694	75%
Special ED (fin 740)		-	-	-	-	
Federal		603,645	2,674,000	2,679,770	2,076,125	77%
Other		423,250	8,000	1,400,800	977,550	70%
Other Local		9,257		12,500	3,243	26%
Student Activities		-	-	-	-	
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Total Revenue	\$	1,093,458	\$ 2,914,000	\$ 4,325,070	\$ 3,231,612	75%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		1,177,204	4,315,142	4,325,412	3,148,208	73%
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities		-	-	-	-	
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Total Expenditures	\$	1,177,204	\$ 4,315,142	\$ 4,325,412	\$ 3,148,208	73%
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Excess Rev Over (Under)	\$	(83,746)	\$ (1,401,142)	\$ (342)	\$ 83,404	

		Percent of year			41.67%	
		Community Service Fund				
		Nov-19				
		FY20	FY 20 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Percent	
					Budget	
					Remaining	
Revenues						
Levy	\$	227,608	\$ 967,904	\$ 967,904	\$ 740,296	76%
State aids		1,027,551	2,554,075	2,554,075	1,526,524	60%
Special ED (fin 740)		-	-	-	-	
Federal		1,165,952	2,048,958	2,056,528	890,576	43%
Other		-	-	-	-	
Other Local		904,976	1,992,063	2,002,063	1,097,087	55%
Student Activities		-	-	-	-	
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Total Revenue	\$	3,326,087	\$ 7,563,000	\$ 7,580,570	\$ 4,254,483	56%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		2,385,180	7,789,371	7,806,941	5,421,761	69%
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities		-	-	-	-	
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Total Expenditures	\$	2,385,180	\$ 7,789,371	\$ 7,806,941	\$ 5,421,761	69%
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Excess Rev Over (Under)	\$	940,907	\$ (226,371)	\$ (226,371)	\$ (1,167,278)	

Percent of year **41.67%**

**Capital Projects Fund
Nov-19**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	816	-	-	(816)	
Student Activities	-	-	-	-	
Total Revenue	\$ 816	\$ -	\$ -	\$ (816)	
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	7,599	-	122,631	115,032	94%
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 7,599	\$ -	\$ 122,631	\$ 115,032	94%
Excess Rev Over (Under)	\$ (6,783)	\$ -	\$ (122,631)	\$ (115,848)	

Percent of year **41.67%**

**Debt Service Fund
Nov-19**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ 10,254,352	\$ 19,509,440	\$ 19,509,440	\$ 9,255,088	47%
State aids	1,663,330	2,194,363	2,194,363	531,033	24%
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	457	10,000	10,000	9,543	95%
Student Activities	-	-	-	-	
Total Revenue	\$ 11,918,139	\$ 21,713,803	\$ 21,713,803	\$ 9,795,664	45%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	2,304,625	20,744,824	20,744,824	18,440,199	89%
Total Expenditures	\$ 2,304,625	\$ 20,744,824	\$ 20,744,824	\$ 18,440,199	89%
Excess Rev Over (Under)	\$ 9,613,514	\$ 968,979	\$ 968,979	\$ (8,644,535)	

		Trust Fund Nov-19			Percent of year	41.67%
		FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
	Levy	\$ -	\$ -	\$ -	\$ -	
	State aids	-	-	-	-	
	Special ED (fin 740)	-	-	-	-	
	Federal	-	-	-	-	
	Other	-	-	-	-	
	Other Local	3,567	252,950	252,950	249,383	99%
	Student Activities	-	-	-	-	
	Total Revenue	\$ 3,567	\$ 252,950	\$ 252,950	\$ 249,383	99%
Expenditures						
	010-050 Administration	\$ -	\$ -	\$ -	\$ -	
	105-110 District Support Services	-	-	-	-	
	200-298 Elem & Secondary Reg	-	250,000	250,000	250,000	100%
	300-380 Vocational Education	-	-	-	-	
	400-422 Special Education	-	-	-	-	
	505-590 Community Education	-	-	-	-	
	605-640 Instructional Support	-	-	-	-	
	710-770 Pupil Support	-	-	-	-	
	805-865 Sites and Buildings	-	-	-	-	
	910-940 Fiscal & Other Fixed	-	-	-	-	
	Student Activities	-	-	-	-	
	Total Expenditures	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	100%
	Excess Rev Over (Under)	\$ 3,567	\$ 2,950	\$ 2,950	\$ (617)	

Percent of year 41.67%
Dental Internal Service Fund
Nov-19

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	476,162	878,400	878,400	402,238	46%
Student Activities	-	-	-	-	
Total Revenue	\$ 476,162	\$ 878,400	\$ 878,400	\$ 402,238	46%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	128,040	878,400	878,400	750,360	85%
Total Expenditures	\$ 128,040	\$ 878,400	\$ 878,400	\$ 750,360	85%
Excess Rev Over (Under)	\$ 348,122	\$ -	\$ -	\$ (348,122)	

Duluth Public Schools
Budget Revisions Fiscal Year Ending June 30, 2020
Period Ending November 30, 2019

	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revenues												
Revised Budget 10/31/19	\$79,574,605	\$18,087,857	\$4,325,070	\$5,934,036	\$7,568,000	\$8,275,940	\$0	\$21,713,803	\$252,950	\$878,400	\$1,419,021	\$148,029,682
DSACF Environmental Grant		2,525										2,525
Indian Teacher Trng Grant Adj		(23,000)										(23,000)
3D Coaching Grant Adj		3,346										3,346
Federal SPED Carryover		259,833										259,833
M-W STEM Grant Carryover		9,927										9,927
Medical Assistance Carryover		439,848										439,848
Early Childhood Northland Grant					5,000							5,000
Federal ABE Grant Adj					7,570							7,570
COPS Grant						468,750						468,750
												-
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Revised Budget, 11/30/19	\$79,574,605	\$18,780,336	\$4,325,070	\$5,934,036	\$7,580,570	\$8,744,690	\$0	\$21,713,803	\$252,950	\$878,400	\$1,419,021	\$149,203,481

Duluth Public Schools
 Budget Revisions Fiscal Year Ending June 30, 2020
 Period Ending November 30, 2019

<u>Expenditures</u>	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 10/31/19	\$78,915,615	\$18,189,992	\$4,325,412	\$6,096,456	\$7,794,371	\$8,275,939	\$122,631	\$20,744,824	\$250,000	\$878,400	\$1,419,021	\$147,012,661
DSACF Environmental Grant		2,525										2,525
Indian Teacher Trng Grant Adj		(23,000)										(23,000)
3D Coaching Grant Adj		3,346										3,346
Federal SPED Carryover		259,833										259,833
M-W STEM Grant Carryover		9,927										9,927
Medical Assistance Carryover		439,848										439,848
Early Childhood Northland Grant					5,000							5,000
Federal ABE Grant Adj					7,570							7,570
COPS Grant						468,750						468,750
COPS Grant Match						\$156,250						156,250
Safe School Adj	17,980											17,980
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Revised Budget, 11/30/19	\$78,933,595	\$18,882,471	\$4,325,412	\$6,096,456	\$7,806,941	\$8,900,939	\$122,631	\$20,744,824	\$250,000	\$878,400	\$1,419,021	\$148,360,690
Operating Transfers - in						2,671,113						\$2,671,113
Operating Transfers - out	(2,671,113)											(\$2,671,113)
Net	(\$2,030,103)	(\$102,135)	(\$342)	(\$162,420)	(\$226,371)	\$2,514,864	(\$122,631)	\$968,979	\$2,950	\$0	\$0	\$842,791

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 11/30/2019

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
11/01/2019	V109781	AFSCME MN COUNCIL 5 EFT	11,182.08
11/01/2019	V79764	DULUTH FEDERATION OF TEA	35,070.95
11/01/2019	V106637	EBC - FLEX EFT	9,246.21
11/01/2019	V106636	EBC - TSA EFT	57,336.94
11/01/2019	V79771	EDUCATION MN CLERICAL EFT	838.22
11/01/2019	V102915	FEDERAL 941 PR TAXES	592,723.13
11/01/2019	V107231	HARBOR POINTE CREDIT UNION	6,306.00
11/01/2019	V108066	MG TRUST	131,069.17
11/01/2019	V05173	MN CHILD SUPPORT EFT	1,412.53
11/01/2019	V108320	MN DEPT OF REVENUE EFT	857.73
11/01/2019	V102916	MN STATE PR TAXES	104,991.89
11/01/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	98,901.02
11/01/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	284,896.95
11/01/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,703,553.93
11/04/2019	V05246	MN UI FUND EFT	16,407.34
11/15/2019	V106466	CITISTREET FOR MSRS	57,377.05
11/15/2019	V79764	DULUTH FEDERATION OF TEA	34,945.62
11/15/2019	V106637	EBC - FLEX EFT	9,856.63
11/15/2019	V106636	EBC - TSA EFT	56,273.92
11/15/2019	V79771	EDUCATION MN CLERICAL EFT	838.22
11/15/2019	V102915	FEDERAL 941 PR TAXES	610,339.83
11/15/2019	V107231	HARBOR POINTE CREDIT UNION	6,306.00
11/15/2019	V108066	MG TRUST	135,275.53
11/15/2019	V05173	MN CHILD SUPPORT EFT	1,412.53
11/15/2019	V108320	MN DEPT OF REVENUE EFT	849.93
11/15/2019	V102916	MN STATE PR TAXES	108,452.52
11/15/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	100,598.66
11/15/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	291,896.49
11/15/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,749,121.01
11/20/2019	V06645	MEDICA HEALTH PLAN (EFT)	168,496.30
11/20/2019	V106638	PEIP - HLTH EFT	1,462,328.56
11/20/2019	V80030	DELTA DENTAL PLAN OF MN(EFT)	63,618.95
11/20/2019	V104923	HARRIS BANK	26,750.04
11/29/2019	V106466	CITISTREET FOR MSRS	20,065.86
11/29/2019	V79764	DULUTH FEDERATION OF TEA	35,030.19
11/29/2019	V106637	EBC - FLEX EFT	458.20
11/29/2019	V106636	EBC - TSA EFT	3,340.77
11/29/2019	V79771	EDUCATION MN CLERICAL EFT	838.22
11/29/2019	V102915	FEDERAL 941 PR TAXES	657,387.23
11/29/2019	V108066	MG TRUST	38,581.50
11/29/2019	V05173	MN CHILD SUPPORT EFT	1,412.53
11/29/2019	V108320	MN DEPT OF REVENUE EFT	1,221.24
11/29/2019	V102916	MN STATE PR TAXES	120,139.03
11/29/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	106,446.81

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 11/30/2019

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
11/29/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	289,726.62
11/29/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,898,391.62
			<hr/>
			11,112,571.70

ISD 709 - Duluth Public Schools
GF Investment Activity for FY20
As of November 30, 2019

Beginning Investment Balance (October 31, 2019) \$ 17,203,580.58

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)	
11/25/2019	MN Trust Term Series	MNT	12/26/2019	1.50%	\$ 249,000.00
11/20/2019	Great Westn Bk Sioux Falls SD	MBS	2/18/2020	1.55%	\$ 249,000.00
11/22/2019	Bar Hbr Bk & TR ME	MBS	2/21/2020	1.65%	\$ 16,000,000.00
11/27/2019	Beal Bk USA Las Vegas NV	MBS	2/26/2020	1.60%	\$ 249,000.00
11/27/2019	Bank of Hope Los Angeles CA	MBS	3/27/2020	1.55%	\$ 248,000.00
Total Purchases					\$ 16,995,000.00

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)	
11/13/2019	Ameris Bank Moultrie GA	MBS	11/13/2019	1.90%	\$ 248,000.00
11/25/2019	MN Trust Term Series	MNT	11/25/2019	1.75%	\$ 15,000,000.00
11/27/2019	Bank of India New York, NY	MBS	11/27/2019	1.80%	\$ 249,000.00
Total Maturities					\$ 15,497,000.00

Other items:

Add:	Money Market Funds Interest				\$ 73.82
	Beginning Value Adjustment				
	Service Charge Fee Reversed				
Deduct:	Transaction Fees/Service Charge/Other				
	Market Value Adjustment-Adjust for Cost Basis				
	Other Interest/Cash Balance on Account (Reverse)				
Total Other					\$ 73.82

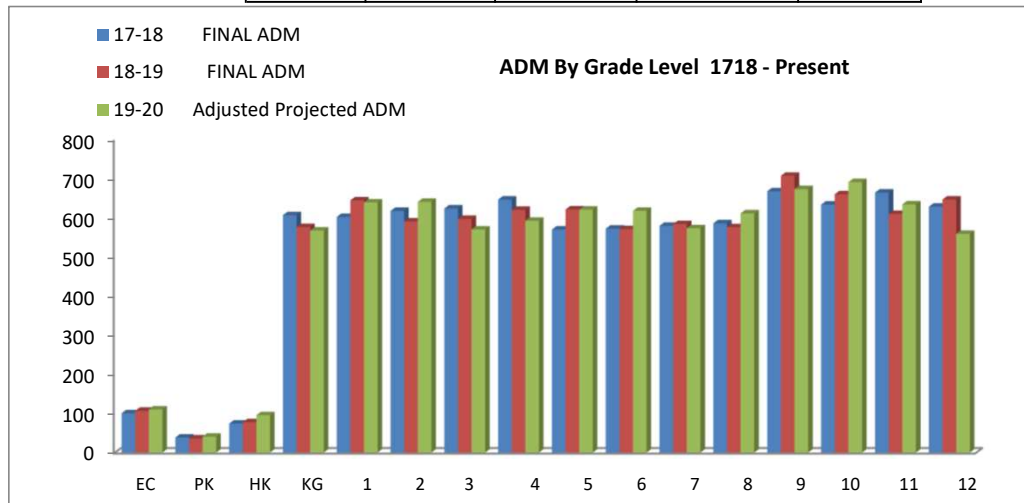
Ending Investment Balance (November 30, 2019) \$ 18,701,654.40

Note: Ending Investment Balance as of November 30, 2018 was \$12,867,776.96

**Duluth Public Schools Projected Average Daily Membership (ADM) Report
January 2020**

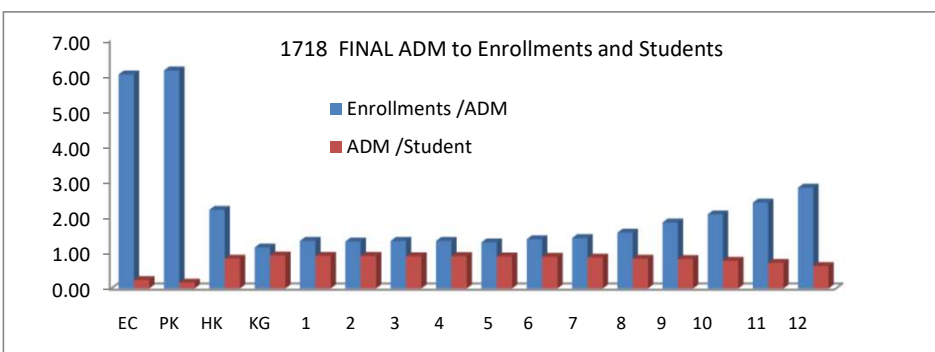
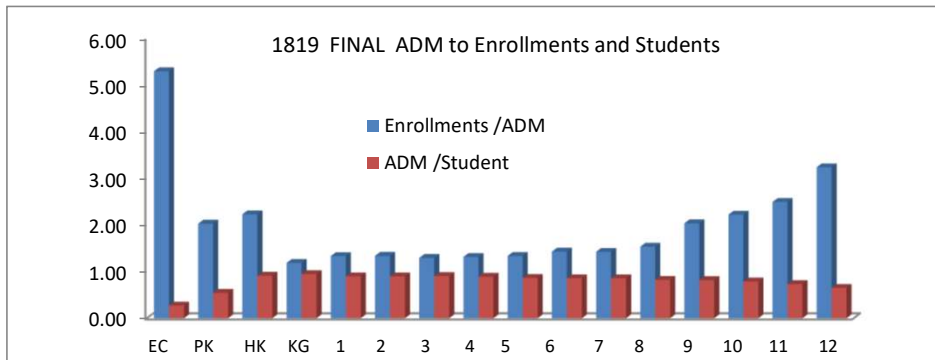
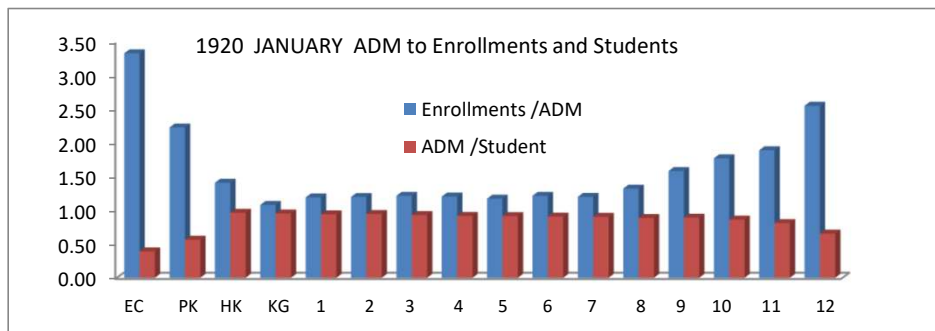
Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	368	281	250	110.29	102.00	3.34	0.39
PK	91	72	66	40.72	47.12	2.23	0.57
HK	135	99	94	95.58	70.00	1.41	0.97
KG	615	594	572	567.62	554.00	1.08	0.96
1	764	679	643.6	639.61	640.00	1.19	0.94
2	770	676	645	641.00	616.00	1.20	0.95
3	695	612	574	570.44	590.00	1.22	0.93
4	716	644	603.51	592.77	574.00	1.21	0.92
5	731	677	632.32	621.07	608.00	1.18	0.92
6	753	680	629.25	618.05	592.00	1.22	0.91
7	702	644	603.08	583.48	587.00	1.20	0.91
8	824	699	642.5	621.62	590.00	1.33	0.89
9	1085	765	718.65	683.59	672.00	1.59	0.89
10	1246	811	737.5	701.52	705.00	1.78	0.87
11	1236	801	685.45	652.01	634.00	1.90	0.81
12	1555	924	639.2	608.01	599.00	2.56	0.66
Total:	12286	9658	8736.06	8347.36	8180.12	1.47	0.90

GRADE	17-18 FINAL ADM	18-19 FINAL ADM	19-20 Adjusted	Expected Attrition
EC	100.31	106.79	110.29	
PK	38.4	35.96	40.72	
HK	74.02	77.53	95.58	
KG	607.06	576.74	567.62	
1	602.43	644.98	639.61	
2	617.88	591.03	641.00	
3	624.05	597.55	570.44	
4	646.85	620.48	592.77	
5	570.25	621.52	621.07	
6	572.48	571.29	618.05	
7	579.71	584.07	573.48	-10.00
8	586.18	576.28	611.62	-10.00
9	668.14	707.65	673.59	-10.00
10	634.02	660.55	691.52	-10.00
11	664.72	609.9	634.53	-17.48
12	628.87	647.15	559.37	-48.64
Total:	8215.37	8229.47	8241.24	-106.12



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
January 2020**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	368	281	250	110.29	102.00	3.34	0.39
PK	91	72	66	40.72	47.12	2.23	0.57
HK	135	99	94	95.58	70.00	1.41	0.97
KG	615	594	572	567.62	554.00	1.08	0.96
1	764	679	643.6	639.61	640.00	1.19	0.94
2	770	676	645	641.00	616.00	1.20	0.95
3	695	612	574	570.44	590.00	1.22	0.93
4	716	644	603.51	592.77	574.00	1.21	0.92
5	731	677	632.32	621.07	608.00	1.18	0.92
6	753	680	629.25	618.05	592.00	1.22	0.91
7	702	644	603.08	573.48	587.00	1.20	0.91
8	824	699	642.5	611.62	590.00	1.33	0.89
9	1085	765	718.65	673.59	672.00	1.59	0.89
10	1246	811	737.5	691.52	705.00	1.78	0.87
11	1236	801	685.45	634.53	634.00	1.90	0.81
12	1555	924	639.2	559.37	599.00	2.56	0.66
Total:	12286	9658	8736.06	8241.24	8180.12	1.47	0.90



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
January 2020**

511R FUNDRAISING

The following information will help you coordinate your fundraising efforts and includes guidelines and procedures for District staff when wanting to initiate a fundraiser. There are two sections below based on the type of fundraising you want to do:

- General fundraising (examples below, this is not an all-inclusive list)
 - Box Tops
 - Sale of coupon books
 - Bagging groceries
 - Percentage of sales at local businesses
 - Sale of wreaths, wrapping paper, food
- Crowdfunding
 - The practice of funding a project or idea by raising small amounts of money from a large number of people, typically via the internet. The following is a list of approved crowdfunding sites:
 - Adopt-A-Classroom
 - ClassWish
 - DonorsChoose
 - GoFundMe
 - PledgeCents
 - TeacherLists

Note: Fundraising may not begin until approved by following these steps.

PROCEDURES

General fundraising

1. Building staff must complete the District fundraising Google form indicating that there is an active crowdfunding request. Fundraising includes activities like Box Tops, school pictures, sale of coupon books, bagging groceries, etc.

Fundraisers completed by an outside organization (not the school itself) such as a PTA, parent group or school foundation are not reported to the Board. If any monies from these fundraisers are donated to a school, they would be reported as a donation using the donation Google form located on the [Business Services intranet page](#).

- Fundraising Google form located on the [Business Services intranet page](#).
- Answer all the questions including staff person coordinating the fundraising, building and/or program, amount of request, description of use of funds, estimated gross and net revenues and start and end date of fundraising.
- If the fundraising effort results in non-monetary items (supplies, equipment, etc.), the items must be sent to the District and become property of the District.

- All monetary donations must be recorded by the District and deposited into a District account. A check should be requested to be mailed to the school in the District's name, not an individual person. The District will ensure appropriate accounting. Items cannot be purchased until the donation is received by the District and approved through the District finance department.
2. Business Services staff will compile all fundraiser information on a monthly basis and report it to the School Board for approval. The School Board currently meets on a monthly basis so plan accordingly.
 3. After the School Board meeting, Business Services staff will notify the fundraiser coordinators if their fundraising requests were approved or denied by the School Board.

Crowdfunding

1. Staff members must fill out the Crowdfunding Application Form in its entirety and give to building administration or program director for review and initial approval. All requests must follow the Approval Criteria Guidelines:
 - Requests that involve **athletics** must have Athletic Director approval before moving to final approval.
 - Requests that involve **technology** must have Technology Department approval before moving to final approval. Examples include hardware such as Chromebooks, laptops, and software.
 - Requests that involve **curriculum**, such as workbooks, textbooks, or learning materials must have Curriculum Director approval before moving to final approval.
 - Requests that involve **facility** considerations, such as electrical, plumbing, or construction must have Facilities Manager approval before moving to final approval.
2. Once initial approvals occurs, crowdfunding applications must be forwarded to the Superintendent's Office for review and final approval by District Cabinet.
 - District Cabinet will confirm form data, signatures, and approvals from appropriate directors.
 - District Cabinet will review Approval Criteria Guidelines to determine final approval.
 - Building Administration or Program Directors will be notified of application status.
3. Following notification of final approval, the staff member can create the crowdfunding page through one of the District approved crowdfunding sites. **The following is a list of approved crowdfunding sites** (staff should be aware that some sites may retain a portion/percentage of the donations):

• Adopt-A-Classroom	• GoFundMe
• ClassWish	• PledgeCents
• DonorsChoose	• TeacherLists

4. Building staff must also complete the District fundraising Google sheet [located on the Business Services intranet](#) indicating that there is an active crowdfunding request.
- Google sheet form should include staff person, building and/or program, amount of request, description of use of funds, crowdfunding site, and start and end date of crowdfunding.
 - Staff should consider that if a specific goal is reached and there is no alternate designation for use of funds, any additional funds received would be returned to the donors.
 - If the crowdfunding effort results in non-monetary items (supplies, equipment, etc.), the items must be sent to the District and become property of the District.
 - No purchases can be made prior to successfully reaching the fundraising goal or the end of the crowdfunding campaign
 - The District will not fund the remainder of projects receiving partial funding from donors.
 - All monetary donations must be recorded by the District and deposited into a District account. A check should be requested to be mailed to the school in the District's name, not an individual person. The District will ensure appropriate accounting. Items cannot be purchased until the donation is received by the District and approved through the District finance department.
 - The Business Office must be notified of any unspent funds and will determine the appropriate way to spend or return the unused funds.

APPROVAL CRITERIA GUIDELINES

- Proposals that support the curriculum must be standards-based.
- The proposal must not conflict with the current and/or planned curriculum and instruction activities set forth by the District.
- Proposals must support district priorities.
- Proposals may not request materials that could be substituted by similar materials that are already supplied by the District or could be supplied by the District.
- Proposals may not start a program that would require the continued use of materials or funding beyond what is obtained through the proposal.
- The proposal cannot result in demands on staff not involved in the proposal.
- The proposal cannot request athletic equipment in conflict with the athletic programs of the District.
- The proposal must not cast a negative light on the District or any of its programs or employees.

- Campaigns cannot benefit individuals.
- Proposals must follow District policy, including the Wellness Policy.
- Crowdfunding campaigns cannot be contingent on additional District spending or require matching funds from the District or other organization.
- Crowdfunding campaigns may not raise money to be used by outside groups or vendors such as booster clubs, PTA/PTO, scholarships, or foundations.
- Crowdfunding campaigns cannot contain language that suggests or states that an item for which the donations are being sought are required for or integral to a student's special education program, necessary for a student to achieve their IEP goals, or necessary to ensure participation of a student of students with disabilities in school or any program offered by the District.

NOTE: The District will take into account the volume of requests as well as the above criteria and reserve the right to limit the number of requests approved.

OTHER CONSIDERATIONS

- Under the Family Educational Rights and Privacy Act (FERPA), the publication of student images (or names) is not authorized except as to specified permitted categories of "directory information," and even then for specific purposes. Even if directory information is used properly, parents have a right to opt their children out. ONLY PHOTOS OF UNIDENTIFIABLE CHILDREN (ex., the backs of heads) may be used on your crowdfunding application page.
- Administrators will verify that statements regarding special education programs are consistent with Free Appropriate Public Education (FAPE), Individuals with Disabilities Act (IDEA), and Health Insurance Portability and Accountability Act (HIPPA).
- All items/materials obtained through District approved crowdfunding are the property of the District. While preference is given for the items/materials to be used and maintained by the employee who originally obtained them through crowdfunding, the District reserves the right to transfer such items/materials to another classroom and/or teacher, where necessary.

Questions on Criteria or Eligibility should be sent to the District Finance Manager.

Questions on forms and submissions should be sent to Business Services.

Approved: 01-20-2020

203.2R ORDER OF THE REGULAR SCHOOL BOARD MEETING BYLAW

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 routine items or items of a similar nature.

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.

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.

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.

The Superintendent, in consultation with the School Board Chair and Clerk, will compile the list of consent agenda items for each school board meeting agenda.

Consent agenda items may include, but are not limited to:

- A. Minutes from past meetings
- B. HR Staffing Report
- C. RFPs, Bids, and Quotes
- D. First Readings of policies
- E. Second Readings of policies
- F. Contracts over \$100,000
- G. Leases
- H. Donations
- I. Acceptance of grants
- J. Diploma requests
- K. Trip requests
- L. Communications, petitions, etc.
- M. Other resolutions
- N. Standing committee reports

Items considered "informational" through committees do not need to be acted on through the consent agenda and are acknowledged through the approval of the standing committee report.

Approved: 01-20-2020

213 SCHOOL BOARD COMMITTEES BYLAW

I. PURPOSE

The purpose of this Bylaw is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF BYLAW

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

~~***B. The school board has determined that certain permanent standing committees, as described in this bylaw, do facilitate the operation of the school board and the school district.***~~

~~***B.***~~ A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

~~***C. The school board may call a Committee of the Whole meeting for the purpose of discussing pending topics. As these meetings are structured to be discussion meetings, no formal action will be taken by the school board on any topic and the school board will not take voting action during a Committee of the Whole meeting.***~~

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

~~A. The school board hereby appoints the following Standing Committees:~~

- ~~1. Education~~
- ~~2. Human Resource~~
- ~~3. Business Services~~

~~B.A. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, and the membership term. and the charge or mission of each such committee.~~

~~C.B. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.~~

~~D. All members of the school board shall be members of the Negotiating Committee and participate in establishing "parameters" as it relates to wages and benefits of the various employment groups.~~

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

- A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.
- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be consistent with the governing rules of the school board. **"School board members are welcome to attend and participate in all standing committee meetings."**
- D. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- E. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

DESCRIPTIONS FOR STANDING INTERNAL COMMITTEES AND COMMITTEE OF THE WHOLE

EDUCATION COMMITTEE

The function of the Education Committee will be to make recommendations to the School Board regarding instructional and service needs of students as they relate to:

1. **The establishment of instructional priorities and objectives.**
2. **The provision of policy direction for all instructional and student personnel functions.**
3. **The approaches and procedures to be utilized in assessing school programs and the performance of instructional staff.**

Typical Activities:

1. **Recommend staffing for approved instructional programs consistent with the goals and financial capabilities of the school district.**
2. **Recommend courses of study to be used in the schools and any changes in curriculum which may be necessary for the improvement of instruction.**
3. **Recommend the selection and purchase of textbooks, instructional media, instructional equipment, furnishings, supplies, and other materials required for the instructional and student personnel programs of the school district.**
4. **Consider recommendations of the superintendent for exemption, exclusion, or expulsion of any student from school and make recommendations to the school board.**
5. **Periodically review projections of student population and make recommendations to the school board on long-term planning for instructional programs.**
6. **Periodically review the 5000 (500) and 6000 (600) series of the School District Policy Manual and make recommendations for amendments or revision of school district policy on students and instruction.**
7. **Review proposed contracts and agreements for the delivery of special instructional and student services.**
8. **Secure legal advice and consultation as necessary.**

HUMAN RESOURCES COMMITTEE

The function of the Human Resources Committee will be to make recommendations to the School Board regarding:

1. **Selection and appointment of employees**
2. **Employee relations matters**
3. **Human Resources policies and procedures**

Typical Activities:

1. **Direct and monitor representatives of the school district in the conduct of negotiations with employee groups under the Minnesota Public Employee Labor Relations Act and other applicable state and federal laws.**
2. **Periodically report to the school board on the progress of negotiations and make recommendations for acceptance of tentative agreements.**
3. **Upon recommendation of the superintendent, recommend to the school board of appointment, reappointment, or termination of employees of the school district below the level of superintendent in conformity with state and federal statutes and regulations, Civil Service rules and school board policy and working agreements with employee groups.**
4. **Direct the development and maintenance of a performance evaluation system for all employees of the school district.**
5. **Make recommendations to suspend, demote, or discharge an employee for cause in conformity with applicable state and federal laws.**
6. **Periodically review the 4000 (400) series of the School District Policy Manual and make recommendations for amendments or revision of policies in conformity with state and federal laws.**
7. **Evaluate, review, and recommend changes to the affirmative action policy and program of the school board.**
8. **Review and make recommendations regarding staff organization, structure, and relationships.**
9. **Periodically review and recommend purchase and management of employee benefits.**
10. **Assess needs and recommend staff development programs.**
11. **Secure legal advice and consultation as necessary.**

BUSINESS SERVICES COMMITTEE

The function of the Business Services Committee will be to relate to and consider matters pertaining to the financing, budgeting, and controlling of the expenditures of the school district, management of pertinent fiscal, personnel, and resources assigned to Business and Finance, and the over-all operation of the various departments included under Business and Finance.

Typical Activities:

1. **Recommend appropriate staffing for Business and Finance.**
2. **Review revenue estimates.**
3. **Review and recommend adoption of budgets and local tax levies.**
4. **Review and recommend approval of school district expenditures on a monthly basis.**
5. **Review and recommend approval of financial records and audits.**
6. **Direct negotiations for the sale or purchase of school district properties and recommend approval of such transactions.**
7. **Recommend an annual program of building repair, maintenance and equipment procurement.**
8. **Periodically review the 3000 and 7000 series of the School District Policy Manual and recommend required revisions.**
9. **Review proposed contracts and agreements between the school district and other agencies of government and maintain liaison with other units of government.**
10. **Secure legal advice and consultation as necessary.**

COMMITTEE OF THE WHOLE

The school board shall meet as a Committee of the Whole to consider matters referred to by the:

1. **Standing Committees**
2. **Chairperson of the School Board**
3. **School Board**

The school board shall also meet as a Committee of the Whole to consider matters relating to litigation involving the school district and the establishment of legislative requests to other units of government.

Replaces: 8015, 9020, 9025, 9030,9035,9040,9045
First Reading: 03-21-2017 ISD 709
Adopted: 04-18-2017 ISD 709
Updated: 02-27-2018

RESOLUTION**Acceptance of Donations to Duluth Public Schools**

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Area Learning Center	Adrian Norman	\$10.00	ALC Holiday Party	
Area Learning Center	Anonymous	In Kind	ALC Holiday Party	Three sets of gift boxes, baseball game, note cards, candy dish, night light, Despicable Me toy, cuff links
Area Learning Center	Anonymous	\$300.00	Unpaid student lunch balances ALC	
Area Learning Center	Carla Meneghini	\$20.00 + In Kind	ALC Holiday Party	\$20 and Yellies toy
Area Learning Center	Carol Carrasca	In Kind	ALC Holiday Party	Wooden bowl, hand knitted mittens
Area Learning Center	Cheryl Krause	In Kind	ALC Holiday Party	Soap/lotion caddy, oven to table bowl, purse, wallet, backpack, 3 men's body wash
Area Learning Center	Chris Vold	\$20.00	ALC Holiday Party	
Area Learning Center	Cindy Mcleod	\$20.00	ALC Holiday Party	
Area Learning Center	Colleen Betts	In Kind	ALC Holiday Party	Handmade knit blanket, necklace
Area Learning Center	Dan Kolden	In Kind	ALC Holiday Party	Two \$10 gift cards for Kwik Trip
Area Learning Center	DFT	\$100.00	ALC Holiday Party	
Area Learning Center	Edye Washington	In Kind	ALC Holiday Party	Barbie, bath bombs, 2 facial masks, nail polish, nail files, necklace

Area Learning Center	Gail Campbell	In Kind	ALC Holiday Party	One Men's flannel shirt, one men's shirt
Area Learning Center	Gayle Franckowiak	In Kind	ALC Holiday Party	Three dolls, Star Wars toys, Star Wars lightsaber, adult coloring book, air plane toy, Columbia wallet, 2 pack of fuzzy socks, one child's t-shirt, two adult t-shirts, two stuffed animals, baseball hat, two pair of gloves, two DVDs, mixing bowl set, twin sheets
Area Learning Center	Hamilton Smith	In Kind	ALC Holiday Party	\$15 gift card for Xbox live, \$10 gift card for PlayStation, \$10 gift card for Google Play, two Cheetos, windshield scraper, shower gift set, hand sanitizer dispenser, two boxes popcorn, one bag of gummie worms, Bath and Body spray mist, car freshener
Area Learning Center	Jackie Ward	In Kind	ALC Holiday Party	Two women's coats
Area Learning Center	Jen Black	In Kind	ALC Holiday Party	Three \$10 gift cards for Dominos
Area Learning Center	Jen Jaros	In Kind	ALC Holiday Party	Charging tower
Area Learning Center	John Lindula	\$20.00 + In Kind	ALC Holiday Party	\$20, fleece blanket, 3 cookie trays
Area Learning Center	Julie Busse	In Kind	ALC Holiday Party	Two 3-wick glass candle jars
Area Learning Center	Katie Kaufman	In Kind	ALC Holiday Party	Three bins of popcorn, four Reese's candy canes, five stuffed animals, \$20 Walmart gift card
Area Learning Center	Kim Franckowiak	\$15.00	ALC Holiday Party	
Area Learning Center	Kim Ledoux	In Kind	ALC Holiday Party	Two bottles of pop, 14 boxes of candy, six Rice Krispie bars, two boxes of snack cakes

Area Learning Center	Kris Brown	In Kind	ALC Holiday Party	Four Pink lotions, two Victoria Secret lotions
Area Learning Center	Maureen Olek	In Kind	ALC Holiday Party	Two facial masks, two sets of makeup brushes, nail polish
Area Learning Center	Meg Weber	In Kind	ALC Holiday Party	Two sling backpacks, three drawstring bags, three \$10 gift cards for Target
Area Learning Center	Melinda Thibault	In Kind	ALC Holiday Party	HedBanz game, scalp massager, coasters, gloves
Area Learning Center	Michelle Porter	In Kind	ALC Holiday Party	Cake pan, spatula, cookbook, stuffed hippo, two reindeer cocoa jars, camo hat w/lights, popcorn, stuffed monkey, three \$10 gift cards for Dominos
Area Learning Center	Mike Descombaz	\$20.00	ALC Holiday Party	
Area Learning Center	Narcotics Anonymous	\$120.00	ALC students	
Area Learning Center	Pam Bowe	In Kind	ALC Holiday Party	Victoria's Secret throw, fuzzy socks
Area Learning Center	Patrick Moore	In Kind	ALC Holiday Party	Lot of gently used toys - Paw Patrol, Batman, book, Fisher Price
Area Learning Center	Patty Fleege	\$20.00	ALC Holiday Party	
Area Learning Center	Paula Williams	In Kind	ALC Holiday Party	\$25 gift card for Cold Stone, \$10 gift card for Subway
Area Learning Center	Robin Pederson	In Kind	ALC Holiday Party	Quilt set, seat protector, tool box, batter bowl, serving set, mini grill, lazy susan, auto vacuum, two dog outfits, women's pjs, men's lined pants, hat w/ lights, reflective vest, sweatshirt, two hats, three pairs gloves
Area Learning Center	Ron Lake	In Kind	ALC Holiday Party	Three \$10 gift cards for Quik Trip
Area Learning Center	Sarah Pearson	In Kind	ALC Holiday Party	Puzzle, mini basketball hoop, Nerf football

Area Learning Center	Sasha Frejan	\$14.00	ALC Holiday Party	
Area Learning Center	Scott Forbort	\$50.00	ALC Holiday Party	
Area Learning Center	Shana Vesel	In Kind	ALC Holiday Party	Ten \$5 gift cards for Subway
Area Learning Center	Sherri Johns	In Kind	ALC Holiday Party	Jenga game, makeup case, Swedish fish, football throw, grey throw, snowman picture, Axe gift set, Venus gift set
Area Learning Center	Tim Sworsky	In Kind	ALC Holiday Party	Candles, mug, journal, heart/nail art
Area Learning Center	Tony Kelekovich	In Kind	ALC Holiday Party	Two throw blankets, basketball
Chester Creek Academy	Kids In Need Foundation	In Kind	None	Backpacks with school supplies were donated to each student
Denfeld	John D. Lehigh	\$275.00	Auto/Skills	
Denfeld	Laurie Knapp	\$1,000.00	T-shirt fund	
District-Wide	Anonymous	\$500.00	Unpaid lunch debt	
District-Wide	John & Shirley Haglund	\$350.00	Families in Transition	
Lester Park	Donors Choose	\$576.75	Must remain in the District	Four Hokki stools
Lester Park	Vince Repesh	\$500.00	Lester Park lunch debts	Unpaid lunch debt
Lincoln Park	Adventure Zone	\$50.00	Student rewards	Ten \$5 gift certificates
Lincoln Park	Chilly Billy's	In Kind	Student rewards	Two \$5 gift cards
Lincoln Park	Damage Boards	In Kind	Student rewards	T-shirt and socks
Lincoln Park	Edgewater Park & Hotel	In Kind	Student rewards	Five \$20 wristbands
Lincoln Park	Lake Superior Zoo	In Kind	Student recognition	Four \$13 daily passes
Lincoln Park	LPMS Parent Collaborative	In Kind	Student rewards	\$500 in assorted gift cards
Lincoln Park	Oink, Moo, Cluck	In Kind	Student rewards	110 \$20 gift cards

Lincoln Park	Sammy's Pizza	In Kind	Student rewards	50 coupons for a free 10 inch single topping pizza
Lincoln Park	Starbucks	In Kind	Student achievement	Coffee
Lincoln Park	Super One	In Kind	Student appreciation	\$25 gift card
Lincoln Park	World of Wheels	In Kind	Student acknowledgement	Five \$7 passes
Myers-Wilkins	Ann and Marvin Johnson	\$100.00	Winter wear for students	

RESOLUTION

Authorized Bank Account Signer – January 2020

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

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
Denfeld	Harbor Pointe Credit Union	XXXX2	Laurie Knapp	Tonya Sconiers
Denfeld	Western National Bank	XXXXX4	Laurie Knapp	Tonya Sconiers
Merritt Creek Academy	Harbor Pointe Credit Union	XXXX0		Lisa Jarvela
Rockridge Academy	Harbor Pointe Credit Union	XXXX1		Lisa Jarvela

RESOLUTION

Authorizing the Listing of Historical Old Central High School (HOCHS) for Sale

BE IT RESOLVED, the Duluth School Board authorizes the listing of Historical Old Central High School (HOCHS) for sale; and

BE IT FUTHER RESOLVED, The Duluth School Board also authorizes Administration to develop financing options.

RESOLUTION
2020 Legislative Platform

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the attached 2020 Duluth School District Legislative Platform be adopted.

**Expenditure Contracts Signed
December 2019**

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

Name	Amount*	Contract Source**	Description
College of St. Scholastica	\$700.00	Area Learning Center (DU)	June 2020 graduation ceremony
Zeitgeist Center for Arts and Community	\$2,700.00*	American Indian Education (DR)	Provide services at middle and high school during school, WIN and after school
BWP and Associates	\$20,000.00	Business Services (DU)	Superintendent search firm
Sarah A. Miller	35.00*	Curriculum (DU)	QPR suicide prevention training for the mentor program
Mary Jo Merrick Lockett	\$,3900.00*	Denfeld (self-funded)	SEED course (participants pay to participate; no cost to District)
Andy Kimball	\$700.00*	Head Start (DR)	Training on pediatric first aid/CRP/AED
Positive Energy Outdoors	\$500.00*	Office of Education Equity (DR)	Sled dog excursion and sleigh ride
Welch Center dba Valley Youth Centers	\$750.00*	Office of Education Equity (DR)	Hmong celebration through food, fashions, music, games and talent show
Captivate	\$1,500.00	Public Relations (DU)	Kindergarten commercial
Upper Lakes Foods	TBD	Food Service (DU)	Addendum to contract signed by the Board in November 2019 with the correct price per case (reduced from \$1.09 to \$.94/case)
Lakeview Christian Academy	\$25,000.00	Transportation (DU)	Transportation reimbursements for 2019-2020 school year
Many Rivers Montessori	\$25,000.00	Transportation (DU)	Transportation reimbursements for 2019-2020 school year
Spirit of the Lake Community School	\$25,000.00	Transportation (DU)	Transportation reimbursements for 2019-2020 school year

*** Not to Exceed:** If asterisk is noted, then the contract has a 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 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.)



1200 Kenwood Ave.
Duluth, MN 55811-4199
(218) 723-700 ~ 1-800447-5444
Fax (218) 733-2227

December 4, 2019

Michelle Porter
ISD 709 Area Learning Center H.S. / Academic Excellence Online
215 N. First Avenue East
Duluth, MN 55802

Dear Ms. Porter,

Thank you for choosing The College of St. Scholastica's Mitchell Auditorium as the site of your June 2, 2020 commencement at 6:00 PM. Set up time will tentatively be 12 – 1 PM in Storm's Den. The Auditorium will be available after 4 PM.

Your contract cost of \$700 includes:

- Mitchell Auditorium use
- Mitchell staff support for event
- Storm's Den use
- Technical Coordinator

Additional Requested services:

- Piano use- no charge
- Audio or video recording \$225
- Copies of recording \$25 each
- Table set up with linens \$22 each
- Reserved section for graduates and administration
- Interior signage

If there are any questions regarding the charges or services, please call me at (218) 723-6631.

The Mitchell Auditorium and The College of St. Scholastica must review any use of the College's name, address or phone number in all types of your promotions. Please submit all proposed advertising copy and photos to me by mail or e-mail, including website promotions. The use of the College logo is not permitted without prior approval.

Please indicate your agreement to these conditions by signing this document and returning one copy by January 15, 2020 with a non-refundable deposit of \$200.

Sincerely,

Sue Maki
Director, Conference and Event Services

I accept the conditions as stated above.

12/12/19

Date

E-mail address

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of September, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Zeitgeist Center for Arts and Community an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 16, 2019 and shall remain in effect until June 30, 2020 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting *ARE* student participants, Recruiting Volunteers and Spoken Word Artists for *ARE*, Facilitating the Be Heard Poetry Slam Program, Assist *ARE* youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary. *The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for participants.

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 \$25.00/hour up to a sum not to exceed \$2,700.00 (Twenty-seven hundred and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Edye Washington, American Indian Education Office, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) AH Zeppa Family Foundation DBA Zeitgeist Center for Arts & Community 222 E Superior St, STE 326 Duluth, MN 55802
Contact: Brooke Wetmore, (218) 336-1361

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

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

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

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

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

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

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

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

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

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

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

<u>Ademmer</u>	<u>20-6424699</u>	<u>10/31/19</u>
Contractor Signature	SSN/Tax ID Number	Date
<u>D. Washington</u>		<u>11/1/19</u>
Program Director		Date

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

01	605	005	320	340	130500
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<u>Cathrine E. Elson</u>	<u>12-10-19</u>
CFO/Executive Director of Business Services/Superintendent of Schools	Date



872 South Milwaukee Ave #221
Libertyville, IL 60048

Phone: +1 708 361 4997

Fax: +1 847 816 6036

E-mail: bwpassociates@live.com

Letter of Understanding December 2019

The School Board of Duluth ISD 709 (hereinafter "Board") and BWP & Associates (hereinafter "Consultants") agree as follows;

1. Representing BWP & Associates as Co - Consultants are Drs. Kathleen Williams and Nicholas Wahl.
2. The Consultants will secure information about the District by gathering data from interviews with each member of the Board and any other person or groups the Board so directs. Consultants will share with the Board their findings as to perceived strengths of the District, peoples' perceptions of issues facing the District, and qualifications those interviewed believe are important in a superintendent.
3. The Consultants will draft an advertising fact sheet describing the vacancy; the draft shall be reviewed by Human Resources and Public Relations and approved by a representative of the Board prior to its publication.
4. The Consultants are directed to advertise the vacancy in regional and national publications as determined at the planning meeting. A fact sheet will be published on BWP & Associates' website as soon as permission is granted with a complimentary Internet link to your school district web site, if desired.
5. The Consultants will work with the Board and Human Resources to establish a timeline for each step of the search process.
6. The Consultants will actively recruit qualified candidates to apply for the position and solicit nominations from knowledgeable people in the education profession.
7. The Consultants will gather data on candidates applying for the position. Those candidates best matching the desired profile will be interviewed by the Consultants to ensure they meet the required criteria. The Consultants will present a list of candidates for Board consideration. References of recommended candidates will be checked by Consultants.

8. All documents produced and received by the Consultants will remain the property of BWP & Associates. The Consultants shall turn over to the Board and Human Resources copies of all documents relating to candidates recommended by BWP & Associates at the time the recommendation is made. With respect to this search, the Board and Human Resources will receive a copy of all documents sent out on behalf of the Board.
9. The Consultants will inform the Board and other groups, if appropriate, on items related to search protocols, establishing an interview format, developing interview questions, interviewing candidates, conducting site visits, and other matters related to the search process. The Consultants will be available during the search process to advise the Board and Human Resources on search related issues.
10. The Consultants will make salary and compensation package recommendations to the Board, if requested.
11. The fee for these consulting services will be \$20,000.00 plus expenses. However, consultant expenses for travel are not to exceed \$6,000 unless otherwise directed by the Board. Candidate expenses will be forwarded as incurred to the District's Chief Financial Officer or its designee.

Other anticipated expenses are travel costs for candidates and costs associated with their travel. It is the Board's responsibility to authorize the reimbursement candidates interview expenses, such as travel and hotel accommodations, as arranged. The District's travel policies will be followed (Policy 412 and 412R – Expense Reimbursement) with the focus being limitations on air travel (no first-class tickets) and meal per diems (\$47/day). The candidates will seek reimbursement using the District's forms (Form 412R – Reimbursement Claim for Actual Travel Expenses). Copies of these policies and forms will be provided to the Consultant. The Consultant agrees to work with the District's designee to ensure candidates are aware of this expectation.

There may be additional expenses for the search relate to advertisement and recruitment. Advertisements in appropriate regional and national publications and websites are estimated as ranging from \$2,000 to \$4,000, depending on size, number of advertisements, and where placed. These costs are not included in the Consultant fee and will be billed directly from the printer, publisher, website, or through the Consultants. These additional expenses will be pre-approved by the District's Chief Financial Officer before they are ordered.

Additional fees may be assessed for services and requests of the Board not originally included and may involve items not outlined in the Cost Proposal, including development of unique data/reports and associated clerical expenses, special postage/shipping requests, and additional travel requests. Estimates of those fees will be provided to the District's Chief Financial Officer prior to initiating any designated services.

12. The Consultants' fee will be billed in three installments, the first after the signing of the Letter of Understanding, the second after the presentation of the slate of finalist candidates, and the third upon appointment of the new superintendent. Expenses will be forwarded to the District's Chief Financial Officer as they are incurred.

13. Candidate and Consultants' final expenses will be billed within 90 days of completion of the search.
14. The Consultants agree to comply with all relevant federal, state, and local legal requirements, as well as applicable District financial policies and procedures.
15. The School Board acknowledges that its decision to appoint and employ or not to employ is solely its decision.
16. If the Board is dissatisfied with the Superintendent selected within two years from the date of employment of the Superintendent, and if either party dissolves that relationship by resignation or termination within a two-year period of initial employment, and the Superintendent selected was one of the slate of candidates recommended by BWP & Associates, BWP agrees to conduct a new Superintendent Search at no cost to the District except for expenses.
17. Both the Board and Consultants agree that they will act as an independent Consultants 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 Consultants with respect to all actions performed pursuant to this Agreement.

Accordingly, Consultants shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Consultants' 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.

18. Consultants 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 Consultants 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.

19. Consultants 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.
20. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
21. 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.

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

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

Workers' Compensation Insurance: Consultants must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Consultants will require the sub-consultants 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: Consultants 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 Consultants or sub-consultants or by anyone directly or indirectly employed under the contract.

23. All Consultants 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.

24. Upon execution of this Agreement, the Consultants shall commence services.

This Letter of Understanding constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, or communications relating the subject matter.

Approved: 12/16/20 (Date)

Duluth (MN) ISD 709 and BWP & Associates, Ltd.

<u>Rosalee Joetfler-Kemp</u>	School Board Chair, Board of Education
<u>Katherine Williams</u>	BWP Consultant
<u>Nicholas D. Wahl</u>	BWP Consultant

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of November, 20, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Sarah A. Miller, 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 December 11th and shall remain in effect until December 11th , 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.** *She will provide QPR suicide prevention training for the mentor program.*

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

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 \$35 hourly and \$ 35 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: Emily Lull, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Sarah Miller, 1919 Adirondack Street, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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.

Grant Mills _____ 11/18/19
Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 11-25-19
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	640	012	000	153	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

William Wilson _____ 11-26-19
CFO/Superintendent of Schools/Board Chair Date

AGREEMENT

THIS AGREEMENT made and entered into this 25th day of September, 2019, by and between Independent School District #709, a public corporation, hereinafter called District and Mary Jo Merrick Lockett an independent contractor, hereinafter called Contractor.

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

(insert here or attach as appropriate)

The terms and conditions of this Agreement are as follows:

1. Dates of Service. This Agreement shall be deemed to be effective as of September 25 2019 and shall remain in effect until May 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.

Mary Jo Meerick-Lockett will prepare and teach the following course at Denfeld High School:

SEED 2019-20 Syllabus: Denfeld 4-7pm

September 25

Welcome/ Introductions/ Ground Rules/ Sign up

Curriculum as Window and Mirror by Emily Style

https://nationalseedproject.org/images/documents/Curriculum_As_Window_and_Mirror.pdf

Names That Are Unfamiliar Aren't Hard, They Are "Unpracticed"

https://www.teenvogue.com/story/names-that-are-unfamiliar-to-you-arent-hard-theyre-unpracticed?fbclid=IwAR2hWGqyWyn3wFSUiCul_03AFATjv8Khuv3mGiAawYy-GgoatfZKOudxJ4

"Girl" by Jamaica Kincaid-

<https://www.newyorker.com/magazine/1978/06/26/girl>

Name Plate Activity

November 6

White Privilege: Unpacking the Invisible Knapsack by

Dr. Peggy McIntosh

<http://www.interpretereducation.org/wp-content/uploads/2016/03/white-privilege-by-Peggy-McIntosh.compressed.pdf>

So you want to talk about race by Ijeoma Oluo

What is White Privilege Really?

<https://www.tolerance.org/magazine/fall-2018/what-is-white-privilege-really>

and expenses in performing said obligations up to a sum not to exceed \$ X hourly and \$3900.00 for preparing and teaching nine classes; \$765.00 for gas reimbursement (5 trips, 132 miles each way, .58/mile) 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 invol the payment of State obligations. This Agreement will not be approved unless TIN is provided

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

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

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

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

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

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

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

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

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

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

Mary Jo Merrick Lockett 638 Aqua Circle Lino Lakes MN 55014

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

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

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

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

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

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

17 Insurance. (If applicable) Contractor shall not commence work under the contract until they

have obtained all the insurance described below and Duluth Public Schools has approved such insurance Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

18 Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website Page 4 of 8

Last Updated 08/19/2019

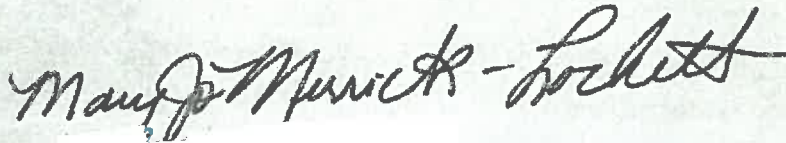
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written,

Contractor Signature

SSN/Tax ID Number

Date 10.20.19

Date



Program Director

Date


10.15.19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For more information <https://nationalseedproject.org/>

DENFELD SEED

Mary Jo Merrick Lockett has been teaching SEED classes for almost 30 years. FOUR semester credits will be offered through St Catherine's University in St Paul The Minnesota Department of Education requires 125 clock hours to renew a Tier 4 teaching license. From the MDE page regarding relicensure A. Relevant coursework completed at accredited colleges and universities; 1) One semester credit = 24 clock hours 2) One quarter credit = 16 clock hours The relevant coursework conversion is only applicable with additional clock hours in categories B-I.

https://mn.gov/pelsb/assets/Categories%20for%20Clock%20Hour%20Allocation_tcm1113-376725.pdf

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

The cost is \$750.00 for four graduate credits. (Masters of Education credits at UMD cost \$693 per credit. Graduate Online credits at UWS are \$480 per credit). This is a really good deal! We SEED class free of charge to those who are interested, depending on the number who choose to take it for credit, as we will also purchase books for all and pay for the instructor. hence the interest survey For those who do not take it for credit, the 27 clock hours can be used for relicensure. I have gotten confirmation that the class will satisfy the Cultural Competency component required by the state for re-licensure as well. (It meets all the requirements set forth by MDE.) These are also four credits toward a lane change pay raise in our district.

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

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Andy Kimball, 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 November 5th, 2019 and shall remain in effect until November 5th, 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.** Training for Head Start staff on pediatric first aid/CPR/AED Course MN Safety Council. Cost is \$25.00 per staff person at 28 staff, for a total of \$700.00.

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 \$700 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: Head Start, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 629 East 10th Street, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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.

AGREEMENT

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

2. Sled Dog Excursion/Sleigh Ride : 2 Groups of 20 Students/Staff Chaperones will participate in Sled dog excursion with 2 sled dog teams at the Positive Energy Outdoors Facility. We will then participate in a Draft Horse experience. The entire programming will last approximately 3 1/4 hours +travel time.

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 sum not to exceed \$500.00 @ a rate of \$250.00 per daily excursion (3 hours). 3 Hours

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.

discounted rate, regular rate \$1100.00 + 275.00 / excursion

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: Office of Education Equity , 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to

Positive Energy Outdoors 4757 Datka Rd, Duluth, MN 55803 .

Stephanie Love and Blake Cazier, Directors

Positive Energy Outdoors

Skills, Fun and Adventure in Duluth and Northern Minnesota

www.outdooredventures.org

info@outdooredventures.org

218-391-0147 or 218-428-5990 steph@outdooredventures.org

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.

Blakelaster
~~Stephanie Love~~ -- Director Blakelaster 36-4560104 11/20/19
 Contractor Signature SSN/ Tax Identification Number Date

Jamie Bennett(ALC) _____ 11/01/19
 Initiator - (Contact with questions) Date

[Signature] _____ 12/3/19
 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	605	005	313	311	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 Elser _____ 12/5/19
 CFO/Superintendent of Schools/Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25th of November, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Welch Center Inc. dba Valley Youth Centers (Russ Salgy, Agency Director), 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 December 7, 2019 and shall remain in effect until December 7, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** For the 2019 Hmong New Year Celebration, volunteer Hmong youth and their families will work together to plan, prepare, and share their rich New Year traditions and heritage through Hmong food, fashions, traditional and contemporary Hmong music, ball toss and a talent show. The Valley Youth Center (VYC) is the financial agency supporting the Twin Ports Hmong New Year Celebration. The VYC will coordinate community volunteers and provide all the services, supplies, and staff necessary to make this a learning opportunity for students, staff, and families of the Duluth Public Schools to attend and gain understanding and appreciation for Hmong history and culture.

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 \$750.00 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: William Howes, Duluth Public School, Office of Education Equity, 215 North 1st Avenue East, Room 321, 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: Russ Salgy, Welch Center Inc. dba Valley Youth Center, 720 North Central Ave, Duluth, MN 55807.

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

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

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

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

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

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

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



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

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

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

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 Russ Selig 41-085022 11-25-19
 SSN/Tax ID Number Date

 Program Director 11/25/19
 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	640	005	313	315	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


 CFO/Superintendent of Schools/Board Chair 12/3/19
 Date

Contract



Schedule of Services

THIS SCHEDULE OF SERVICES ("Schedule") by and between Capture Video LLC, a Minnesota limited liability company d/b/a Captivate Media + Consulting ("**Company**"), and Duluth Public Schools #709, a public school district in Minnesota ("**Client**"), is effective as of the 11th day of November, 2019 ("**Schedule Effective Date**"). In consideration of the mutual covenants and agreements set forth in this Schedule, and with the intention of being legally bound hereby, Company and Client agree as set forth herein and in the Terms and Conditions attached hereto ("**Terms and Conditions**") which are hereby incorporated herein in their entirety. Terms not otherwise defined herein shall have their respective meanings set forth in the Terms and Conditions.

1. Client Information.

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

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

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

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

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

- Company will balance the videos and photos used between the various schools
- Company will reflect the diversity of the student body during the editing process of the videos.

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

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

3. Services Fees. Client agree that fees for the Services shall be paid as invoiced by Company in accordance with the Terms and Conditions, unless otherwise set forth below. The Services fees are as follows:

Services Fees:

Company will bill client at an hourly rate of \$150 for its services to complete this project. This amount will not exceed ⁷⁹ \$1,500 unless Client has approved an increased amount in writing.

It is anticipated the total cost for this project will be between \$1,000 - \$1,500.

Revisions

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

4. **Services Term.** The term of this Schedule shall commence on the Schedule Effective Date and continue for a period of no more than 30 days.

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

Capture Video, LLC**Terms and Conditions**

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

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

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

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

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

1.2 "Client Materials" means all Client photographs, artwork, video, recordings or other Client materials to be used in the Services and/or Deliverables.

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

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

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

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

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

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

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

2. Services and Deliverables; Client Obligations.

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

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

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

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

3. Payment.

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

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

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

4. Term.

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

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

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

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

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

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

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

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

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

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

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

5. Representations and Warranties. Each party represents and warrants that (a) this Agreement has been validly signed and delivered and constitutes the legal, valid and binding obligation of such party enforceable against such party in

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

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

7. Ownership.

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

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

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

9. Indemnification; Disclaimer; Limitation of Liability.

83

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

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

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

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

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

11. General.

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

Company:

Capture Video LLC

Attn: Jake Sturgis

755 Florida Ave. S., Ste D1

Golden Valley, MN 55426
Email: jake@capturevideo.com

Client:

As set forth in Section 1 of the applicable Schedule.

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

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

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

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

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

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

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

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

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

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

effect.

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

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

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

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

KATIE KAUFMAN

Type your name 

JAKE STURGIS



✓ Signed Nov 11th, 2019

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 6th day of December, 2019

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Upper Lakes Foods

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Upper Lakes Foods (the "Parties") entered into the contract (the "Contract") dated November 19th, 2019, for district-wide food services.
- 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:
 1. Pricing. Prices will be per case with a net cost plus a distributor markup of \$.94 per case.

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

Governing Law

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

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

<u>Bence Parks</u>	<u>41-0915145</u>	<u>12.12.19</u>
Contractor Signature	SSN or EIN	Date
<u>Russell A. Jeffers-Kemp</u>		<u>12/17/19</u>
CFO/Superintendent of Schools/Board Chair		Date

LAKEVIEW CHRISTIAN ACADEMY
 Guidelines for
TRANSPORTATION REIMBURSEMENT
 2019-2020

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Lakeview Christian Academy.

$$\underline{\hspace{1cm}} \text{ days X } \underline{\hspace{1cm}} \text{ miles X 30 Cents per mile = reimbursement.}$$
 (Round trip from home to school)
3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2019-2020 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 8, 2020.

LAKEVIEW CHRISTIAN ACADEMY

BY _____

[Signature]
LCA Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY _____

[Signature]
Director of Business Services

03-760-013-720-000-136000

MANY RIVERS MONTESSORI
 Guidelines for
TRANSPORTATION REIMBURSEMENT
 2019-2020

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Many Rivers Montessori.

$$\underline{\hspace{1cm}} \text{ days X } \underline{\hspace{1cm}} \text{ miles X } 30 \text{ Cents per mile} = \text{reimbursement.}$$
 (Round trip from home to school)
3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2019-2020 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 8, 2020.

MANY RIVERS MONTESSORI

BY 
 Many Rivers Montessori Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY 
 Director of Business Services

03-760-013-720-000-136000

SPIRIT OF THE LAKE COMMUNITY SCHOOL
 Guidelines for
TRANSPORTATION REIMBURSEMENT
 2019-2020

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Spirit of the Lake Community School.

$$\underline{\hspace{1cm}} \text{ days X } \underline{\hspace{1cm}} \text{ miles X } 30 \text{ Cents per mile} = \text{reimbursement.}$$
 (Round trip from home to school)
3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2019-2020 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 8, 2020.

SPIRIT OF THE LAKE COMMUNITY SCHOOL

BY 
 Spirit of the Lake Community School Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY 
 Director of Business Services

03-760-013-720-000-136000

**No Cost Contracts Signed
December 2019**

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

Name	Contract Source	Description
State of Minnesota MDE	Asst Supt	Amend dates on Joint Powers Agreement for federal Preschool Development grant (P3 strategies contract signed in November 2019)
Ford Automotive	Denfeld	Training equipment donation agreement

Agreement Start Date:	<u>Nov. 15, 2019</u>	Total Agreement Amount:	<u>\$20,000.00</u>
Original Agreement Expiration Date:	<u>Dec. 30, 2019</u>	Original Agreement:	<u>\$20,000.00</u>
Current Agreement Expiration Date:	<u>Dec. 30, 2019</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Agreement Expiration Date:	<u>Feb. 29, 2020</u>	This Amendment:	<u>\$0.00</u>

This amendment #1 is by and between the State of Minnesota, through its Commissioner of Department of Education (“State” or “MDE”) and Duluth Public School District #0709-01 whose designated business address is 215 North 1st Avenue East, Duluth, MN 55802 (“Governmental Unit”).

Recitals

1. The State has an Agreement with the Governmental Unit identified as SWIFT Contract Number 167861 (“Original Agreement”) to begin implementing components of comprehensive, inclusive prekindergarten to grade three (P3) systems. P3 systems are a K-12 reform effort intended to improve the quality and coherence of children’s learning and care experiences from the prenatal stage through grade three.
2. On Nov. 20, 2019 the federal government approved MDE’s end date extension request from Dec. 30, 2019 to Feb. 29, 2020 for the preschool development grant (PDG) that is funding this project. MDE is amending this Joint Powers Agreement to extend the end date to Feb. 29, 2020 to match the funding source end date and to add additional time to complete tasks for this project.
3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

Agreement Amendment #1

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. “**Term of Agreement**” is amended as follows:

- 1.1 **Effective date:** Upon execution, the last date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** ~~December 30, 2019~~, February 29, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. “**Agreement between the Parties**” is amended as follows:

2 Agreement between the Parties

The Governmental Unit’s responsibilities will include:

- 2.1 Identify staff who will serve as the P3 project coordinator and/or P3 implementation specialist.
- 2.2 Select P3 strategies and develop a P3 Regional Collaborative Implementation plan with support of the MDE Authorized Representative (AR). The P3 Regional Collaborative Implementation plan should be completed and emailed to the MDE AR no later than two (2) weeks after execution of this Joint Powers Agreement.
 - a. The P3 strategies will be selected by the Governmental Unit to determine the best approach for their community. Required P3 strategies areas are: partnerships and collaborations, transitions, and high-quality programming and/or teaching. Other P3 strategies include, but are not limited to: learning environments, instructional effectiveness, family engagement, data-driven improvement, and access to programming and services.
- 2.3 Provide and support necessary staff to fill roles of the selected strategies. Strategies will require sufficient time dedicated for individuals to perform the duties of such roles.

- 2.4 Provide a minimum of two workshops/trainings that focus on P3 implementation elements and invite community partners and at least one neighboring district to participate. The Governmental Unit can provide in-house workshops/trainings for this task. These two workshops/trainings should be completed no later than ~~December 23, 2019~~ February 26, 2020.
 - a. The Governmental Unit should notify the MDE AR when the workshops/trainings will be held and provide a list of attendees no later than three business days before the events are conducted.
- 2.5 Participate in a case study that will highlight progress and accomplishments of P3 work. The information from the case study will be collected no later than ~~December 20, 2019~~ February 27, 2020.
- 2.6 Participate in an MDE created pre- and post-evaluation that will be in the form of a digital or online survey of the P3 work. The pre-assessment should be completed no later than two (2) weeks after execution of this Joint Powers Agreement. The post-assessment should be completed no later than ~~December 20, 2019~~ February 27, 2020.
- 2.7 Participate in at least two professional development opportunities related to P3 work. MDE will notify the Governmental Unit of other professional development opportunities if they become available.
 - a. Participate in the MDE provided Equity Focused training that will be held December 3-4, 2019, at Metro State University in St. Paul, Minnesota. Attendance at the Equity Focused training will be considered as one of the two professional development opportunities.
- 2.8 Create a P3 leadership team comprised of district, community, and county representatives, with at least one member also serving on the district's World's Best Workforce (WBWF) advisory council. The list of P3 leadership team members should be submitted to the MDE AR no later than ~~December 20, 2019~~ February 26, 2020.
- 2.9 Identify components and/or priorities of a comprehensive, inclusive three year P3 plan that should be submitted to the MDE AR no later than ~~December 20, 2019~~ February 26, 2020. MDE understands and acknowledges that the Governmental Unit may not be able to generate an exhaustive list of components and/or priorities by ~~December 20, 2019~~ February 26, 2020.
- 2.10 Attend and participate in the P3 Regional Collaborative kickoff event to be held in accordance with clause 2.15 of this Agreement.

MDE's responsibilities will include:

- 2.11 Provide weekly individualized check-in calls with P3 project coordinator and/or P3 implementation specialist to support implementation activities.
- 2.12 Review P3 Regional Collaborative Implementation plan and provide feedback.
- 2.13 Provide support, individualized training and technical assistance to implement P3 programming and systems.
- 2.14 Conduct monthly conference calls with implementation specialists and invited others that are working on this project.
- 2.15 Conduct a P3 Regional Collaborative kickoff event that is anticipated to go from 10am to 3pm CT for Governmental Unit staff to attend. The date and location of the event will be mutually agreed upon between the MDE AR and Governmental Unit and will be held no later than three (3) weeks after execution of this Agreement. The kickoff event may be delivered in person or via webinar as mutually agreed upon between MDE and the Governmental Unit.
- 2.16 Assist the P3 Regional Collaborative staff with gathering and analyzing data.
- 2.17 Provide an evaluation plan survey tool to the P3 Regional Collaborative and analyze data.
- 2.18 Help the P3 Regional Collaborative make connections with other districts and community partners.

The due dates of tasks listed in this Joint Powers Agreement may be adjusted as needed based upon mutual written agreement between MDE and the Governmental Unit. If any dates are adjusted then the tasks should be completed before the Joint Powers Agreement end date.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: Jessie A. Fleckner
Date: Dec. 4, 2019

SWIFT Contract No. 167861 tied to
PO # 3000021676

2. GOVERNMENTAL UNIT

By: Cathie Eilson
Title: CFO
Date: 12/5/19

By: _____
Title: _____
Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority)
Title: _____
Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____
Date: _____

Distribution:
Agency
Governmental Unit
State's Authorized Representative - Photo Copy



Ford Automotive Career Exploration (ACE) Program

FORD TRAINING EQUIPMENT DONATION AGREEMENT

This EQUIPMENT Donation Agreement ("Agreement"), entered into this 11/7/2019 is by and between Ford Motor Company ("FORD"), whose address is 1555 Fairlane Drive, Allen Park, Michigan 48101 and Denfeld High School ("SCHOOL") whose address is 401 N 44th Ave W, Duluth, MN 55807

RECITALS

- A. FORD is willing to donate to SCHOOL certain EQUIPMENT as defined below, in support of SCHOOL's automotive training in the FORD Automotive Career Exploration (ACE) Program.
- B. SCHOOL is willing to receive the EQUIPMENT and use it for the purpose and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for the good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS & CONDITIONS

- 1. "EQUIPMENT" shall mean production sub-assemblies of vehicles (for example, but not specifically engines, transmissions, etc.), or other production items to support an automotive training program (for example, but not specifically VCMs, tools specific to FORD vehicles, etc.) as identified below:

Serial Number	Description	Quantity
UBAF00067R	3.0L Diesel Engine Turbocharger	1

- 2. Donation.
 - (a) FORD hereby donates the EQUIPMENT specified above to SCHOOL, to be held and used by SCHOOL or its designees in accordance with the terms and conditions of this Agreement:
 - (b) All intellectual property including any trademarks and tradenames owned by FORD, including but not limited to intellectual property, trademarks and tradenames incorporated in or on the EQUIPMENT ("INTELLECTUAL PROPERTY") are, and will remain the exclusive property of FORD. SCHOOL shall not take any action that jeopardizes the INTELLECTUAL PROPERTY, and shall acquire no licenses or any other rights in the INTELLECTUAL PROPERTY. SCHOOL acknowledges and agrees that nothing in this Agreement shall be construed to be an assignment of any rights in any of Ford INTELLECTUAL PROPERTY, and that it will not assign, sublicense, transfer, or otherwise convey its rights or obligations under this Agreement.
 - (c) **ALL EQUIPMENT IS USED. SCHOOL AGREES THAT THE EQUIPMENT IS BEING DONATED IN "AS IS" CONDITION AND FORD DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.**

3. Location; Risk of Loss. Upon execution of this Agreement and upon delivery of the EQUIPMENT to SCHOOL, the EQUIPMENT shall become the property of SCHOOL, and SCHOOL shall bear the risk of loss of and damage to the EQUIPMENT and/or any personal injury (including death) or property damage caused by SCHOOL's use of the Training EQUIPMENT, in each case including loss or damage that occurs despite SCHOOL's or FORD's exercise of reasonable care.
4. FORD expressly disclaims, and SCHOOL expressly releases FORD from any and all liability associated with the EQUIPMENT.
5. Taxes, Fees and Other Permits. SCHOOL shall pay all occupational taxes and governmental charges imposed in connection with the use and operation of the EQUIPMENT.
6. Delivery. FORD shall be responsible for delivery of the EQUIPMENT to SCHOOL [OR SCHOOL] shall pick up the EQUIPMENT at _____ FORD shall not be responsible for any delay in delivery or availability of the EQUIPMENT.
7. Use of EQUIPMENT.
 - (a) SCHOOL may utilize the EQUIPMENT only for training programs. When the EQUIPMENT is no longer useful for training, SCHOOL shall properly dispose of the EQUIPMENT in such a manner as to ensure that the EQUIPMENT or any of its/their components can no longer be used or sold or have any value other than as scrap. The EQUIPMENT will be disposed of at SCHOOL's expense, including transportation to any scrap yard and any other associated fees. SCHOOL is entitled to collect and keep any funds received for the scrap value of the EQUIPMENT.
 - (b) The EQUIPMENT may not be installed or used on vehicles operated on public roads. SCHOOL shall not use or operate the EQUIPMENT in violation of any federal, state, local, or provincial law, rule, regulation or ordinance. The EQUIPMENT shall be operated at all times in a safe, careful and lawful manner and by legally qualified operators. Under no circumstances shall any such operators be presumed to be the agent, servant or employee of FORD, nor shall any of them be deemed to be under FORD's exclusive direction and control.
 - (c) In no event shall SCHOOL make the EQUIPMENT available to motor vehicle manufacturers or their agents, or motor vehicle suppliers or their agents, other than (i) SCHOOL's own authorized designees, or (ii) FORD and its designated agents.
8. Confidentiality and Publicity. Except as required by law, SCHOOL shall not disclose or publicize to any third party: (i) any description of the EQUIPMENT, technical specifications or other information about the EQUIPMENT, (ii) the nature or terms of this Agreement, or (iii) the results of any testing, inspection or evaluation by SCHOOL without FORD's prior written consent. SCHOOL shall take the necessary steps to familiarize all appropriate employees and students of its obligations under this paragraph.
9. Force Majeure/Limitation of Liability.
 - (a) FORD shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, governmental restriction or any cause beyond FORD's control.
 - (b) **IN NO EVENT SHALL FORD BE LIABLE FOR ANY DAMAGE TO THE EQUIPMENT AND/OR ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE CAUSED BY SCHOOL'S USE OF THE TRAINING EQUIPMENT, OR FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE, LOSS, DELAY OR FAILURE OF DELIVERY OR DEFECT OR**

FAILURE OF THE TRAINING EQUIPMENT OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING OR REPLACING THE SAME.

10. Dispute Resolution. If either party initiates litigation on contractual causes arising from this Agreement, the other party shall have the right to initiate mediation with the Model Procedure for Mediation of Business Disputes of the Center for Public Resources ("CPR"). Each party will bear equally the costs of the mediation.
- (a) The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from CPR if they have been unable to agree upon such appointment within twenty (20) calendar days.
 - (b) The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days.
 - (c) If the mediation is not successful, either party may initiate litigation. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws provisions.
11. Miscellaneous.
- (a) This Agreement constitutes the entire agreement between the parties and may only be amended, modified or supplemented by a written amendment executed by FORD and SCHOOL. In no event shall any course of dealing, custom or usage of trade modify, alter or supplement any of the terms or provisions contained herein.
 - (b) Failure by FORD to enforce any term, provision or condition hereof, or to exercise any of its rights hereunder, shall not be construed as thereafter waiving any such terms, provisions, conditions or rights.
 - (c) All notices specified or permitted herein shall be in writing, shall be given by postpaid U.S. mail, and shall be deemed given when mailed in a post box regularly maintained by the U.S. Postal Service sent to the address of the party listed above.
 - (d) Electronic Signature. A faxed signature or other electronically transmitted signature (i.e. via a .pdf file) on this Agreement will have the same legal force and effect as though it were the original of such signature

By its signature below, SCHOOL represents that such person is the duly authorized representative of SCHOOL and SCHOOL hereby accepts and acknowledges receipt of the EQUIPMENT listed above and has read, understands, and is in agreement with the terms and conditions of this Agreement.

Signature Page Follows

Please return this completed Agreement to the Regional Technical Talent Placement Specialist
apinker3@ford.com

SCHOOL

Steve B. Soland
Instructor's Signature

Steve B. Soland
Instructor's Printed Name

Catherine Erickson
SCHOOL Officer/Authorized Representative's Signature

Catherine A. Erickson
SCHOOL Officer/Authorized Representative's Printed Name

11-20-19
Date

James K... 11/26/19
Date

Date

CFD
SCHOOL Officer/Authorized Representative's Title

EQUIPMENT Delivery Contact at SCHOOL:

Name: _____

E-Mail: _____

Phone: _____

Ford Motor Company (FORD)

Name: Adam Pinkerton

E-Mail: apinker3@ford.com

Title: Regional Technical Talent Placement Specialist

Date: 11/7/2019

January 6, 2020

William Gronseth
Superintendent of Schools

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

Cathy Erickson
CFO/Executive Director of Business Services

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

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

Hartley Residential Lots

- Under Contract.
- Contract Extension Amendment Approved.

800 E. Central Entrance "Central High School Property"

- Ongoing follow up and discussion with several developers and potential purchasers.
- Networking with developers and brokers is ongoing.
- Conference calls and ongoing communication with national developer and we continue to support them by providing market data. Developer has indicated that if they were to make an offer it would be very low, in the \$1-2 Million range.
- Feedback from potential purchasers has indicated very low Purchase Price to List Price interest. Feed back has been shared with ISD 709 recently and plans to evaluate a sale of the property are in progress.
- A Local Development Group has contacted Broker with potential interest as of last week.
- Showing on 1/3/20 from local brokerage second Showings scheduled for 1/23/20.
- Discussions with local Broker re: possible offer 1/4/20



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

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

Facilities Management & Capital Project Status Report December 2019

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 236 work orders, and are currently working on 218 open work orders.
- Facilities maintenance trade crews are currently scheduled at Denfeld High School.
- Discussions are occurring with the City of Duluth to update our Joint Power Use and Lease Agreements.
- Gender neutral signage at specific locations is now installed at both high schools. Middle schools are scheduled next to meet and establish locations.
- Labor Management meetings are occurring between the District and the Fireman and Oilers unit.
- Snow removal efforts and trucking of snow received high priority over the holiday break.

Capital Construction:

- Federal COPS grant work for 12 sites is proceeding. I anticipate work to be complete by mid-February 2020.
- 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 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.

Building Operations

- Operations have filled the district wide floater custodian II position with an external candidate. An engineer I transfer has been awarded to Homecroft Elementary. As a result, Rockridge Academy engineer I position is currently open for transfer with-in other engineer I's. If no transfers are awarded this position will be posted for applications.

Health, Safety & Environmental Management

Environmental/Health/Safety

- 3-year asbestos inspections were completed as required
- Conducted a Fire Marshal walkthrough at HOCHS. 3 minor items were corrected.

Workers' Compensation Activities - December

- 18 First report of incidents
 - 5 OSHA recordable incidents
- 2019 YTD Incidents
- 307 First report of incidents received
 - 40 OSHA recordable incidents
 - 178 Days away from work
 - 490 Days of restricted work