

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

Duluth Public Schools, ISD 709

Agenda

Tuesday, December 17, 2013

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

### **1. Financial Report**

#### A. Financial Report

The draft of the financial report for the fiscal year ended June 2013 was presented at the December 9, 2013 Business Committee meeting. A representative from Wipfli was at the meeting to present their findings. The final report will be available for the December 17, 2013 Board meeting.

1) Preliminary financial statements (unaudited) for the month ended October 2013 are attached. 4

#### B. Approval of Payment of Claims

This item is attached as an "extra" on board book.

#### C. Budget Revisions 17

#### D. Wire Transfers 19

#### E. Investment Transactions 20

#### F. WADM Projections 21

#### G. Fund Raisers 22

#### H. Investments in School Children 23

### **2. Bids, R.F.P.s and Quotes Reports**

#### A. Bids

#### B. R.F.P.s

#### C. Quotes

### **3. Policies and Regulations**

#### A. Policies

#### B. Regulations

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

#### A. Contracts

1) PERMAR Security Services Agreement for buildings with PERMAR owned equipment 24

This agreement will cover a period from January 1, 2014 through December 31, 2014 with the option to extend two (2) additional years. The estimated annual value of these services is \$32,076.48.

Recommendation: It is recommended the School Board approve entering into an agreement with ERMAR Security Company to lease Security equipment to the District and to provide 24 hour monitoring and keyed guard response and building inspections services. It is further recommended the Duluth School Board

approve the two (2) additional contract extension options through December 31, 2016, if the quoted cost for the additional years is determined acceptable by the Director of Business Services and the Property and Risk Manager, and the Director of Business Services is also specifically authorized to approve expansion of services or building equipment leased during this period in amount not exceeding specific limits authorized by Resolution B-1-13-3064 or that Resolutions renewal equivalent approved for subsequent years.

2) PERMAR Security Services Agreement for buildings with District owned equipment 26

This agreement will cover a period from January 1, 2014 through December 31, 2014 with the option to extend two (2) additional years. The estimated annual value of these services is \$21,528.00.

Recommendation: It is recommended the School Board approve entering into an agreement with PERMAR Security Company to provide 24 hour monitoring and keyed guard response and building inspections services. It is further recommended the Duluth School Board approve the two (2) additional contract extension options through December 31, 2016, if the quoted cost for the additional years is determined acceptable by the Director of Business Services and the Property and Risk Manager, and the Director of Business Services is also specifically authorized to approve expansion of services or building equipment leased during this period in amount not exceeding specific limits authorized by Resolution B-1-13-3064 or that Resolutions renewal equivalent approved for subsequent years.

B. Change Orders

1) Myers-Wilkins Elementary School 28

a. Myers-Wilkins ES LRFP – Miscellaneous Specialties - Supply  
Change Order #3, Bid #1215, Contract #1000– Building Material Supply, Inc.

Change Order increase to provide the shower curtain, grab bars and toilet partition hardware for accessibility upgrades **Add: \$680.00**

b. Myers-Wilkins ES LRFP – Earthwork/Asphalt Paving  
Change Order #10, Bid #1215, Contract #3100/3210 – Veit and Company, Inc.

Change Order decrease for the unused soil corrections and street sweeping allowances **Deduct: \$46,716.00**

Recommendation: It is recommended the School Board approve the change orders as listed above at Myers-Wilkins Elementary School reflecting a total decrease of \$46,036.00.

2) PLACEHOLDER - for Change Orders Related to the LRFP

C. Leases

5. Resolutions

A. PLACEHOLDER - Resolution B-12-13-3147 - Resolution Authorizing Transfer of Funds From the General Fund to the Debt Service Fund Regarding Financing of the Long-Range Facilities Plan 32

Recommendation: This resolution will not be necessary if resolution 5.B. is approved.

B. Resolution B-12-13-3148 - Certified Tax Levy for 2013 Payable 2014 33

Recommendation: It is recommended that the Duluth School Board approve Resolution B-12-13-3148 - Certified Tax Levy for 2013 Payable 2014

C. Resolution B-12-13-3149 - Authorized Student Activity Bank Account Signer 37

Recommendation: It is recommended that the Duluth School board approve Resolution B-12-13-3149- Authorized Student Activity Bank Account Signer

D. PLACEHOLDER – Resolution authorizing the sale of properties relating to the Long-range Facilities Plan and relocation expenses that apply to these properties

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

A. Expenditure Contracts 38

Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of November 2013

B. Revenue Contracts 66

Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of November 2013

C. Other Contracts 90

Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of November 2013

D. Facilities Management & Capital Project Status Report 100

Kerry Leider will be present to answer questions regarding the attached report.

E. Johnson Controls, Inc. Long-Range Facilities Plan Status Report - None

F. Change Orders Pertaining to the Long-range Facilities Plan 110

Kerry Leider will be in attendance to answer questions regarding the attached report.

G. Contracts Signed in Relation to the Long-range Facilities Plan 113

**7. Future Items**

A. Develop and finalize budget considerations for FY15

B. Legislative Platform

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$24,522	\$24,544
Interest	4	495	(491)	(99.1)	98	(738)	836	113.3	73	73
Tuition, Fees, Admissions	406	193	213	110.3	1,778	1,488	290	19.5	3,657	3,657
Other Local Revenues	79	569	(490)	(86.1)	426	849	(423)	(49.8)	1,931	2,114
State Sources	5,407	9,967	(4,560)	(45.7)	33,338	43,362	(10,024)	(23.1)	82,835	82,799
Federal Aids from MDE	345	(1,204)	1,549	128.7	2,811	553	2,258	408.3	7,622	9,820
Federal Direct Aids	(810)	(499)	(311)	(62.3)	(789)	571	(1,360)	(238.2)	3,022	3,022
Local Sales	210	162	48	29.7	370	178	192	108.0	1,779	1,779
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>5,642</b>	<b>9,683</b>	<b>(4,041)</b>	<b>(41.7)</b>	<b>38,032</b>	<b>46,263</b>	<b>(8,231)</b>	<b>(17.8)</b>	<b>125,440</b>	<b>127,807</b>
<u>Expenditures</u>										
Salaries	4,594	4,707	113	2.4	10,732	11,719	987	8.4	51,925	53,442
Benefits	2,019	1,998	(21)	(1.1)	5,407	5,461	54	1.0	26,921	27,514
Purchased Services	912	1,200	288	24.0	2,786	2,813	27	1.0	12,170	12,840
Supplies & Materials	535	363	(172)	(47.4)	1,033	789	(244)	(31.0)	4,728	5,040
Chargebacks	2	0	(2)	N/A	2	1	(1)	(123.0)	163	166
Capital Expenditures	881	3,413	2,532	74.2	7,336	7,339	3	0.0	5,438	12,519
Debt Service	(131)	1	132	13,150.0	5,176	5,153	(23)	(0.4)	21,108	21,108
Other	66	64	(2)	(2.8)	277	353	76	21.5	839	1,026
<b>Total Expenditures</b>	<b>8,879</b>	<b>11,746</b>	<b>2,867</b>	<b>24.4</b>	<b>32,749</b>	<b>33,628</b>	<b>879</b>	<b>2.6</b>	<b>123,291</b>	<b>133,656</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(3,237)</b>	<b>(\$2,063)</b>	<b>(1,174)</b>	<b>(56.9)</b>	<b>5,283</b>	<b>\$12,635</b>	<b>(7,352)</b>	<b>(58.2)</b>	<b>\$2,149</b>	<b>(\$5,848)</b>

DULUTH PUBLIC SCHOOLS - ISD 709  
 October 13  
 General Fund **TOTAL**

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

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	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$6,684	\$6,706
Interest	4	3	1	47.9	93	2	91	4,561.2	55	55
Tuition, Fees, Admissions	264	63	201	319.7	1,309	1,081	228	21.1	1,392	1,392
Other Local Revenues	48	337	(289)	(85.8)	259	491	(232)	(47.2)	569	684
State Sources	4,770	9,355	(4,585)	(49.0)	29,998	38,629	(8,631)	(22.3)	72,116	72,080
Federal Aids from MDE	159	(1,413)	1,572	111.2	2,012	(20)	2,032	10,161.6	5,544	7,694
Federal Direct Aids	0	(85)	85	100.0	21	0	21	N/A	135	135
Local Sales	0	0	0	N/A	9	0	9	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>5,245</b>	<b>8,260</b>	<b>(3,015)</b>	<b>(36.5)</b>	<b>33,702</b>	<b>40,183</b>	<b>(6,481)</b>	<b>(16.1)</b>	<b>86,495</b>	<b>88,746</b>
<u>Expenditures</u>										
Salaries	4,067	4,161	94	2.3	9,377	10,025	648	6.5	45,728	47,215
Benefits	1,778	1,763	(15)	(0.8)	4,789	4,782	(7)	(0.2)	23,160	23,745
Purchased Services	598	548	(50)	(9.1)	1,697	1,651	(46)	(2.8)	6,089	6,546
Supplies & Materials	128	109	(19)	(17.7)	394	355	(39)	(10.9)	1,411	1,677
Chargebacks	(1)	0	1	N/A	(2)	(1)	1	84.3	(183)	(183)
Capital Expenditures	11	9	(2)	(20.1)	93	58	(35)	(60.0)	421	252
Debt Service	(137)	0	137	N/A	79	(88)	(167)	(189.6)	20	20
Other	42	60	18	30.0	154	329	175	53.2	612	572
<b>Total Expenditures</b>	<b>6,487</b>	<b>6,650</b>	<b>163</b>	<b>2.5</b>	<b>16,581</b>	<b>17,111</b>	<b>530</b>	<b>3.1</b>	<b>77,257</b>	<b>79,844</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	(6,165)	(6,165)
<b>Operating Excess (Deficit)</b>	<b>(\$1,241)</b>	<b>\$1,610</b>	<b>(2,851)</b>	<b>(177.1)</b>	<b>\$17,121</b>	<b>\$23,072</b>	<b>(\$5,951)</b>	<b>(25.8)</b>	<b>\$3,073</b>	<b>\$2,737</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<b>Revenues</b>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$6,227	\$6,227
Interest	4	3	1	47.9	93	2	91	4,561.2	55	55
Tuition, Fees, Admissions	264	57	207	363.5	1,301	1,037	264	25.5	914	914
Other Local Revenues	14	63	(49)	(77.4)	85	168	(83)	(49.7)	246	269
State Sources	4,092	9,260	(5,168)	(55.8)	28,900	38,160	(9,260)	(24.3)	67,733	67,733
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	20
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>4,375</b>	<b>9,383</b>	<b>(5,008)</b>	<b>(53.4)</b>	<b>30,379</b>	<b>39,367</b>	<b>(8,988)</b>	<b>(22.8)</b>	<b>75,174</b>	<b>75,217</b>
<b>Expenditures</b>										
Salaries	3,557	3,564	7	0.2	8,037	8,472	435	5.1	39,294	39,267
Benefits	1,555	1,501	(54)	(3.6)	4,188	4,114	(74)	(1.8)	20,229	20,253
Purchased Services	540	512	(28)	(5.5)	1,556	1,529	(27)	(1.7)	5,322	5,504
Supplies & Materials	98	91	(7)	(7.8)	340	303	(37)	(12.3)	1,016	1,094
Chargebacks	(2)	0	2	N/A	(3)	(1)	2	198.8	(216)	(216)
Capital Expenditures	8	2	(6)	(290.3)	42	28	(14)	(49.3)	197	136
Debt Service	(137)	0	137	N/A	79	(88)	(167)	(189.6)	20	20
Other	10	52	42	81.4	107	300	193	64.5	74	(79)
<b>Total Expenditures</b>	<b>5,629</b>	<b>5,722</b>	<b>93</b>	<b>1.6</b>	<b>14,345</b>	<b>14,657</b>	<b>312</b>	<b>2.1</b>	<b>65,935</b>	<b>65,979</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	(6,165)	(6,165)
<b>Operating Excess (Deficit)</b>	<b>(\$1,255)</b>	<b>\$3,661</b>	<b>(4,916)</b>	<b>(134.3)</b>	<b>\$16,034</b>	<b>\$24,710</b>	<b>(\$8,676)</b>	<b>(35.1)</b>	<b>\$3,073</b>	<b>\$3,073</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$457	\$479
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	6	(6)	(96.2)	8	44	(36)	(81.2)	478	478
Other Local Revenues	34	274	(240)	(87.8)	175	323	(148)	(45.8)	323	415
State Sources	678	95	583	613.2	1,098	469	629	134.1	4,383	4,348
Federal Aids from MDE	159	(1,413)	1,572	111.2	2,012	(20)	2,032	10,161.6	5,544	7,674
Federal Direct Aids	0	(85)	85	100.0	21	0	21	N/A	135	135
Local Sales	0	0	0	N/A	9	0	9	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>870</b>	<b>(1,123)</b>	<b>1,993</b>	<b>177.5</b>	<b>3,323</b>	<b>816</b>	<b>2,507</b>	<b>307.2</b>	<b>11,321</b>	<b>13,529</b>
<u>Expenditures</u>										
Salaries	511	597	86	14.5	1,340	1,553	213	13.7	6,434	7,948
Benefits	222	262	40	15.1	601	668	67	10.0	2,931	3,492
Purchased Services	57	36	(21)	(59.6)	142	122	(20)	(16.0)	767	1,042
Supplies & Materials	30	18	(12)	(68.0)	53	52	(1)	(2.5)	395	583
Chargebacks	1	0	(1)	N/A	1	0	(1)	N/A	33	33
Capital Expenditures	3	7	4	57.2	51	30	(21)	(69.9)	224	115
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	32	8	(24)	(304.5)	47	29	(18)	(63.1)	538	652
<b>Total Expenditures</b>	<b>857</b>	<b>928</b>	<b>71</b>	<b>7.6</b>	<b>2,236</b>	<b>2,454</b>	<b>218</b>	<b>8.9</b>	<b>11,321</b>	<b>13,865</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$13</b>	<b>(2,051)</b>	<b>2,064</b>	<b>100.6</b>	<b>\$1,087</b>	<b>(\$1,638)</b>	<b>\$2,725</b>	<b>166.4</b>	<b>\$0</b>	<b>(\$336)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	2	2	(0)	(22.0)	23	23
State Sources	15	15	0	2.4	15	15	0	2.4	168	168
Federal Aids from MDE	186	163	23	14.1	277	281	(4)	(1.3)	2,078	2,078
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	158	4	154	3,853.9	166	20	146	728.7	1,240	1,240
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>360</b>	<b>182</b>	<b>178</b>	<b>97.8</b>	<b>460</b>	<b>318</b>	<b>142</b>	<b>44.6</b>	<b>3,509</b>	<b>3,509</b>
<u>Expenditures</u>										
Salaries	97	96	(1)	(1.4)	204	203	(1)	(0.5)	1,042	1,042
Benefits	36	34	(2)	(7.0)	79	75	(4)	(5.4)	426	426
Purchased Services	5	6	1	24.9	15	20	5	24.2	83	93
Supplies & Materials	244	203	(41)	(20.0)	292	257	(35)	(13.6)	1,777	1,767
Chargebacks	0	0	(0)	N/A	0	1	1	92.8	156	156
Capital Expenditures	24	38	14	35.9	24	41	17	40.6	9	66
Debt Service	0	(1)	(1)	(100.0)	0	0	0	N/A	0	0
Other	0	2	2	98.3	1	2	1	48.8	17	17
<b>Total Expenditures</b>	<b>406</b>	<b>378</b>	<b>(28)</b>	<b>(7.5)</b>	<b>616</b>	<b>599</b>	<b>(17)</b>	<b>(2.8)</b>	<b>3,509</b>	<b>3,566</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$46)</b>	<b>(\$196)</b>	<b>\$150</b>	<b>76.4</b>	<b>(\$156)</b>	<b>(\$281)</b>	<b>\$125</b>	<b>44.6</b>	<b>\$0</b>	<b>(\$57)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	5	24	(19)	(78.6)	17	17
State Sources	135	429	(294)	(68.5)	1,343	1,939	(596)	(30.7)	5,257	5,257
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>135</b>	<b>429</b>	<b>(294)</b>	<b>(68.5)</b>	<b>1,348</b>	<b>1,963</b>	<b>(615)</b>	<b>(31.3)</b>	<b>5,274</b>	<b>5,274</b>
<u>Expenditures</u>										
Salaries	104	101	(3)	(2.9)	250	248	(2)	(0.7)	1,094	1,094
Benefits	73	69	(4)	(5.2)	149	143	(6)	(4.4)	696	696
Purchased Services	170	597	427	71.6	532	737	205	27.8	3,889	3,892
Supplies & Materials	31	29	(2)	(6.1)	59	61	2	2.8	364	364
Chargebacks	0	0	(0)	N/A	0	0	(0)	N/A	1	1
Capital Expenditures	0	0	0	N/A	0	6	6	100.0	216	214
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	(0)	N/A	1	1
<b>Total Expenditures</b>	<b>377</b>	<b>796</b>	<b>419</b>	<b>52.6</b>	<b>991</b>	<b>1,195</b>	<b>204</b>	<b>17.1</b>	<b>6,261</b>	<b>6,261</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$242)</b>	<b>(\$367)</b>	<b>\$125</b>	<b>34.1</b>	<b>\$357</b>	<b>\$768</b>	<b>(\$411)</b>	<b>(53.5)</b>	<b>(\$987)</b>	<b>(\$987)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$996	\$996
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	141	130	11	8.8	469	407	62	15.2	1,295	1,295
Other Local Revenues	19	209	(190)	(91.0)	103	278	(175)	(62.8)	20	88
State Sources	117	(110)	227	206.0	825	954	(129)	(13.6)	1,816	1,816
Federal Aids from MDE	0	57	(57)	(100.0)	11	292	(281)	(96.1)	0	48
Federal Direct Aids	(810)	(414)	(396)	(95.6)	(810)	0	(810)	N/A	1,770	1,770
Local Sales	0	0	0	N/A	1	0	1	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>(533)</b>	<b>(128)</b>	<b>(405)</b>	<b>(316.5)</b>	<b>599</b>	<b>1,931</b>	<b>(1,332)</b>	<b>(69.0)</b>	<b>5,897</b>	<b>6,013</b>
<u>Expenditures</u>										
Salaries	266	290	24	8.4	666	983	317	32.3	3,252	3,265
Benefits	109	108	(1)	(0.9)	283	351	68	19.3	1,348	1,353
Purchased Services	121	15	(106)	(704.6)	192	83	(109)	(131.0)	673	730
Supplies & Materials	31	17	(14)	(81.3)	59	101	42	41.4	246	266
Chargebacks	0	0	(0)	N/A	1	1	(0)	(29.8)	189	192
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	17	18
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	1	2	1	52.9	7	20	13	65.7	171	188
<b>Total Expenditures</b>	<b>528</b>	<b>432</b>	<b>(96)</b>	<b>(22.1)</b>	<b>1,208</b>	<b>1,539</b>	<b>331</b>	<b>21.5</b>	<b>5,897</b>	<b>6,013</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
<b>Operating Excess (Deficit)</b>	<b>(\$1,061)</b>	<b>(\$560)</b>	<b>(\$501)</b>	<b>(89.4)</b>	<b>(\$609)</b>	<b>\$392</b>	<b>(\$1,001)</b>	<b>(255.3)</b>	<b>(\$0)</b>	<b>\$0</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$1,411	\$1,411
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	12	23	(11)	(47.5)	56	54	2	4.5	72	72
State Sources	27	86	(59)	(68.2)	238	364	(126)	(34.7)	602	602
Federal Aids from MDE	0	(11)	11	100.0	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	158	(158)	(100.0)	8	158	(150)	(95.1)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>39</b>	<b>256</b>	<b>(217)</b>	<b>(84.6)</b>	<b>302</b>	<b>576</b>	<b>(274)</b>	<b>(47.6)</b>	<b>2,085</b>	<b>2,085</b>
<u>Expenditures</u>										
Salaries	53	56	3	4.7	211	249	38	15.4	718	735
Benefits	21	23	2	7.6	97	107	10	9.3	311	315
Purchased Services	14	25	11	44.5	304	284	(20)	(7.1)	312	376
Supplies & Materials	101	4	(97)	(2,435.1)	229	12	(217)	(1,805.3)	300	300
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	2	4	2	60.0	878	1,022	144	14.1	3,796	3,591
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	23	0	(23)	N/A	113	0	(113)	N/A	0	120
<b>Total Expenditures</b>	<b>214</b>	<b>112</b>	<b>(102)</b>	<b>(91.3)</b>	<b>1,832</b>	<b>1,674</b>	<b>(158)</b>	<b>(9.4)</b>	<b>5,436</b>	<b>5,436</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	1,265	1,265
<b>Operating Excess (Deficit)</b>	<b>(\$175)</b>	<b>\$144</b>	<b>(\$319)</b>	<b>(221.4)</b>	<b>(\$1,530)</b>	<b>(\$1,098)</b>	<b>(\$432)</b>	<b>(39.4)</b>	<b>(\$2,086)</b>	<b>(\$2,086)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$935	\$935
Interest	0	492	(492)	(99.9)	1	(727)	728	100.1	1	1
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	111	62	49	78.6	113	104	9	9.1	168	168
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	52	0	52	N/A	187	0	187	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>163</b>	<b>554</b>	<b>(391)</b>	<b>(70.5)</b>	<b>302</b>	<b>(623)</b>	<b>925</b>	<b>148.5</b>	<b>1,104</b>	<b>1,104</b>
<u>Expenditures</u>										
Salaries	7	3	(4)	(118.5)	25	11	(14)	(124.4)	92	92
Benefits	2	1	(1)	(119.7)	9	3	(6)	(202.4)	30	30
Purchased Services	6	9	3	35.9	46	38	(8)	(20.8)	0	79
Supplies & Materials	0	1	1	100.0	0	3	3	100.0	0	36
Chargebacks	2	0	(2)	N/A	2	0	(2)	N/A	0	0
Capital Expenditures	845	3,362	2,517	74.9	6,341	6,212	(129)	(2.1)	980	8,379
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	2	2	(0)	(0.6)	0	90
<b>Total Expenditures</b>	<b>861</b>	<b>3,376</b>	<b>2,515</b>	<b>74.5</b>	<b>6,424</b>	<b>6,269</b>	<b>(155)</b>	<b>(2.5)</b>	<b>1,102</b>	<b>8,706</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$698)</b>	<b>(\$2,822)</b>	<b>\$2,124</b>	<b>75.3</b>	<b>(\$6,123)</b>	<b>(\$6,892)</b>	<b>\$769</b>	<b>11.2</b>	<b>\$2</b>	<b>(\$7,603)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$14,496	\$14,496
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	232	130	102	78.8	805	1,357	(552)	(40.7)	2,709	2,709
Federal Aids from MDE	0	0	0	N/A	510	0	510	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	571	(571)	(100.0)	1,117	1,117
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>232</b>	<b>130</b>	<b>102</b>	<b>78.8</b>	<b>1,315</b>	<b>1,928</b>	<b>(613)</b>	<b>(31.8)</b>	<b>18,322</b>	<b>18,322</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	6	2	(4)	(212.5)	5,097	5,241	144	2.8	21,088	21,088
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>6</b>	<b>2</b>	<b>(4)</b>	<b>(212.5)</b>	<b>5,097</b>	<b>5,241</b>	<b>144</b>	<b>2.8</b>	<b>21,088</b>	<b>21,088</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	4,900	4,900
<b>Operating Excess (Deficit)</b>	<b>\$226</b>	<b>\$128</b>	<b>\$98</b>	<b>76.7</b>	<b>(\$3,781)</b>	<b>(\$3,313)</b>	<b>(\$468)</b>	<b>(14.1)</b>	<b>\$2,135</b>	<b>\$2,135</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	(0)	0	(0)	N/A	4	(13)	17	127.7	12	12
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	220	220
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>(0)</b>	<b>0</b>	<b>(0)</b>	<b>N/A</b>	<b>4</b>	<b>(13)</b>	<b>17</b>	<b>127.7</b>	<b>232</b>	<b>232</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	250	250
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>250</b>	<b>250</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$0)</b>	<b>\$0</b>	<b>(\$0)</b>	<b>N/A</b>	<b>\$4</b>	<b>(\$13)</b>	<b>\$17</b>	<b>127.7</b>	<b>(\$18)</b>	<b>(\$18)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	69	157	(88)	(56.1)	326	294	32	10.8	785	785
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>69</b>	<b>157</b>	<b>(88)</b>	<b>(56.1)</b>	<b>326</b>	<b>294</b>	<b>32</b>	<b>10.8</b>	<b>785</b>	<b>785</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	43	(35)	(78)	(222.3)	158	162	4	2.7	700	700
Purchased Services	4	4	(0)	(9.5)	18	18	0	1.9	54	54
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>47</b>	<b>(31)</b>	<b>(78)</b>	<b>(252.3)</b>	<b>175</b>	<b>180</b>	<b>5</b>	<b>2.7</b>	<b>754</b>	<b>754</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$22</b>	<b>\$188</b>	<b>(\$166)</b>	<b>(88.4)</b>	<b>\$151</b>	<b>\$114</b>	<b>\$37</b>	<b>32.2</b>	<b>\$31</b>	<b>\$31</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	5	5
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	970	970
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	225	225
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	538	538
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>1,738</b>	<b>1,738</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	1,070	1,070
Supplies & Materials	0	0	0	N/A	1	0	(1)	N/A	630	630
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	39	39
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>1</b>	<b>0</b>	<b>(1)</b>	<b>N/A</b>	<b>1,738</b>	<b>1,738</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>N/A</b>	<b>(\$1)</b>	<b>\$0</b>	<b>(\$1)</b>	<b>N/A</b>	<b>\$0</b>	<b>\$0</b>





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 10/31/2013**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
10/11/2013	V106466	CITISTREET FOR MSRS	32,200.98
10/11/2013	V79764	DULUTH FEDERATION OF TEA	22,298.86
10/11/2013	V107231	DULUTH TEACHERS CREDIT	10,547.60
10/11/2013	V79711	DULUTH TEACHERS RETIRE EFT	226,308.22
10/11/2013	V106637	EBC - FLEX EFT	14,069.45
10/11/2013	V106636	EBC - TSA EFT	75,885.23
10/11/2013	V79771	EDUCATION MN CLERICAL	1,118.24
10/11/2013	V102915	FEDERAL 941 PR TAXES	545,160.27
10/11/2013	V108066	MG TRUST	119,100.55
10/11/2013	V05173	MN CHILD SUPPORT EFT	1,441.73
10/11/2013	V102916	MN STATE PR TAXES	90,744.75
10/11/2013	V79708	PUBLIC EMPLOYEES RETIREMENT	84,419.65
10/11/2013	V79704	U S BANK - PY DIRECT DEPOSIT	1,396,164.07
10/25/2013	V106466	CITISTREET FOR MSRS	50,316.64
10/25/2013	V79764	DULUTH FEDERATION OF TEA	22,286.90
10/25/2013	V107231	DULUTH TEACHERS CREDIT	9,893.28
10/25/2013	V79711	DULUTH TEACHERS RETIRE EFT	227,347.12
10/25/2013	V106637	EBC - FLEX EFT	14,069.45
10/25/2013	V106636	EBC - TSA EFT	77,751.76
10/25/2013	V79771	EDUCATION MN CLERICAL	1,136.71
10/25/2013	V102915	FEDERAL 941 PR TAXES	545,724.87
10/25/2013	V108066	MG TRUST	115,409.15
10/25/2013	V05173	MN CHILD SUPPORT EFT	1,561.09
10/25/2013	V108320	MN DEPT OF REVENUE EFT	722.95
10/25/2013	V102916	MN STATE PR TAXES	90,772.48
10/25/2013	V79708	PUBLIC EMPLOYEES RETIREMENT	84,599.59
10/25/2013	V79704	U S BANK - PY DIRECT DEPOSIT	1,410,761.71
10/31/2013	V06645	MEDICA HEALTH PLAN (EFT)	169,258.50
10/31/2013	V106638	PEIP - HLTH EFT	1,164,076.52
10/31/2013	V80030	DELTA DENTAL PLAN OF MN(EFT)	47,200.32
10/31/2013	V104923	HARRIS BANK	31,172.81
10/31/2013	V100499	MN DEPT OF REVENUE EFT	349.00
10/31/2013	V05246	MN UI FUND EFT	39,644.23
			<u>6,723,514.68</u>

**ISD 709 – Duluth Public Schools  
GF Investment Activity for FY 2014  
As of October 31, 2013**

**Beginning Investment Balance** (September 30, 2013): **\$ 8,049,957.44**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
10/09	Compass Bank (AL)	MBS	04/09/14	0.30%	\$ 249,000.00
10/09	Bank of China (NY)	MBS	04/09/14	0.35%	249,000.00
10/10	Term Series	PMA	01/29/14	0.09%	4,000,000.00
10/11	State Bank of India (IL)	MBS	01/13/14	0.20%	249,000.00
10/30	Mizrahi Tefahot Bank (CA)	MBS	04/29/14	0.25%	219,000.00
10/30	Wex Bank (UT)	MBS	01/30/14	0.20%	245,000.00
10/31	Bank of India (NY)	MBS	01/29/14	0.30%	245,000.00

**Total Purchases \$ 5,456,000.00**

**Deduct Maturities/Calls/Sales:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
-------------	---------------	---------------	----------------	------------------------	--

**Total Maturities \$ 0.00**

**Other items:**

Add:	Money Market Funds Interest	\$	48.14
	Market Value Adjustment		0.00
	Other Interest		0.00

Deduct:	Transaction Fees/Other		0.00
	Beginning Value Adjustment		0.00

**Total Other \$ 48.14**

**Ending Investment Balance** (October 31, 2013) **\$ 13,506,005.58**

Note: Ending Investment Balance as of October 31, 2012 was \$ 8,776,248.96

**Duluth Public Schools-ISD 709**  
**WADM Projection Report - FY 2014**  
**December 2013**

<b>Grade Levels</b>	<b>Dec Enrollment</b>	<b>Progression to ADM</b>	<b>Projected ADM</b>	<b>PUW</b>	<b>Projected WADM</b>	
KG	672	1.001165992	672.78	0.61	411.74	382.95
HK	82	1.023311589	83.91	1.000	83.91	73.59
Gr 1-3	1977	0.995809567	1968.72	1.12	2195.12	2201.74
Gr 4-6	1746	0.976976061	1705.80	1.060	1808.15	1931.12
Gr 7-8	1219.66	0.983862207	1199.98	1.300	1559.97	1404.73
Gr 9-12	2859	0.957180655	2736.58	1.300	3557.55	3705.30
<b>Sub-Total</b>	8555.66				<b>9616.45</b>	9699.42

**Other WADM Generators**

	<b>Dec Enrollment</b>	<b>Progression to ADM</b>	<b>Projected ADM</b>	<b>PUW</b>	<b>Projected WADM</b>	
<b>Early Childhood</b>	214	0.414989423	88.81	1.250	<b>111.01</b>	114.62

**Early Childhood Details**

	<b>Final Count</b>	<b>Dec 1 Count</b>	<b>Final ADM</b>
10-11	474	244	100.12
11-12	432	239	94.8
12-13	344	190	91.75
13-14*		214	88.81

**Resident Tuition\*\***

**Resident Tuition Details**

	<b>Total WADM</b>	
10-11	46.14	49.59
11-12	54.15	
12-13	48.49	
13-14*	49.59	

**ALC\*\***

**ALC Details**

	<b>Total WADM</b>	
10-11	256.02	271.95
11-12	285.78	
12-13	274.06	
13-14*	271.95	

**Projected Total WADM**

**9727.45**

**9814.04**

**Budgeted WADM**

9669.00

**Net**

58.45



Investments in School Children/Donations

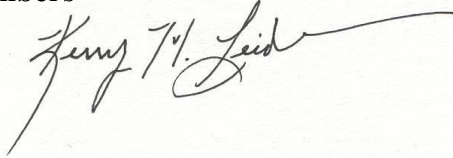
<b>SCHOOL</b>	<b>FIRST NAME</b>	<b>LAST NAME/ORG.</b>	<b>RESTRICTION</b>	<b>AMOUNT</b>
Denfeld	Stephanie/Bruce	Fehringer	Band Donation	100.00
Denfeld	Swain Cross-CountryInc		Cross Country	1,250.00
Lowell	PTA		None	500.00
Lowell	PTA		Chrome Book/Accessories	11,840.00
Piedmont	PTA		Kuerig Coffee Maker	200.00
			Total	\$ 13,890.00

# Memorandum

**To:** School Board Members

**From:** Kerry M. Leider

**Date:** December 9, 2013



**Re:** Contract PERMAR Security Services – Owned Equipment

The District has since the early 1980s had agreements with Arrowhead Security Company, now PERMAR Security, where they installed equipment and provided services to monitor the security of our properties. With the completion of our LRFP, the District has installed and now owns much of the equipment and wiring required for monitoring security elements. This change will allow the District to evaluate and consider proposals from competing service providers. At this time, we want to consolidate all of our PERMAR Agreements into one Master Agreement with a common end date.

## Recommendation:

It is recommended the School Board approve entering into an agreement with PERMAR Security Services to provide 24-hour monitoring and keyed guard response and building inspection services.

This agreement will cover a period from January 1, 2014 through December 31, 2014 with the option to extend two (2) additional years. The estimated annual value of these services is \$21,528.00.

It is further recommended the Duluth School Board approve the two (2) additional contract extension options through December 31, 2016, if the quoted cost for the additional years is determined acceptable by the Director of Business Services and the Property and Risk Manager, and the Director of Business Services is also specifically authorized to approve expansion of services or building equipment leased during this period in an amount not exceeding specific limits authorized by Resolution B-1-13-3064 or that Resolution's renewal equivalent approved for subsequent years.

ISD #709 Duluth Public Schools

ADDENDUM A TO BASIC AGREEMENT DATED 12/11/2013

Site Name	Location Address	Services Provided														Monthly	
		Basic Monitor	Partition	Burg Monitor	Fire Monitor	BA/FA Service	Act Rpt Mail	PMO	Open/Close	Test Time Report	Radionet	School Patrol	Com w/Key	Supervisory	Elevator		Hold Up
New East High School (Ordean)	301 N. 40th Ave E.	Duluth, MN 55804	X		X	X	X	X	X	X	X	X	X	X	X	X	\$ 198.00
Dorfield High School	401 N. 44th Ave W.	Duluth, MN 55907	X		X	X	X	X	X	X	X	X	X	X	X	X	\$ 198.00
Ordean East Middle School	2900 E. 4th St.	Duluth, MN 55812	X		X	X	X	X	X	X	X	X	X	X	X	X	\$ 202.00
Congdon	3116 E. Superior St.	Duluth, MN 55812	X		X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00
Myers-Wilkens	1027 N. 8th Ave E.	Duluth, MN 55805	X		X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00
Laura MacArthur	720 N. Central Ave	Duluth, MN 55907	X		X	X	X	X	X	X	X	X	X	X	X	X	\$ 198.00
Lester Park	5300 Glenwood St.	Duluth, MN 55804	X		X	X	X	X	X	X	X	X	X	X	X	X	\$ 198.00
Lincoln Park	3215 W. 3rd St.	Duluth, MN 55806	X		X	X	X	X	X	X	X	X	X	X	X	X	\$ 202.00
Piedmont	2827 Chambersburg Ave	Duluth, MN 55811	X		X	X	X	X	X	X	X	X	X	X	X	X	\$ 198.00

For the 1 year period starting January 1, 2014

Monthly \$ 1,794.00  
Annual \$ 21,528.00

Signed \_\_\_\_\_

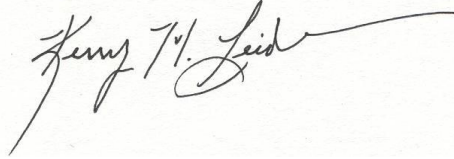
Date \_\_\_\_\_

# Memorandum

**To:** School Board Members

**From:** Kerry M. Leider

**Date:** December 9, 2013



**Re:** Contract PERMAR Security Services – Leased Equipment

The District has since the early 1980s had agreements with Arrowhead Security Company, now PERMAR Security, where they installed equipment and provided services to monitor the security of our properties. With the completion of our LRFP, the District has installed and now owns much of the equipment and wiring required for monitoring security elements. This change will allow the District to evaluate and consider proposals from competing service providers. Some of our buildings not affected by the LRFP and those buildings we are in the process of selling have equipment installed that is owned by PERMAR. We plan to continue this service until new equipment is installed. At this time, we want to consolidate all of our PERMAR Agreements into one Master Agreement with a common end date.

## Recommendation:

It is recommended the School Board approve entering into an agreement with PERMAR Security Services to lease security equipment to the District and provide 24-hour monitoring and keyed guard response and building inspection services.

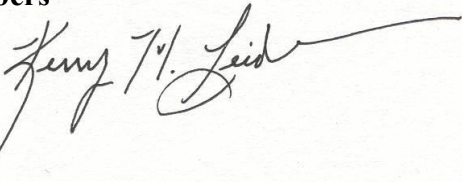
This agreement will cover a period from January 1, 2014 through December 31, 2014 with the option to extend two (2) additional years. The estimated annual value of these services is \$32,076.48.

It is further recommended the Duluth School Board approve the two (2) additional contract extension options through December 31, 2016, if the quoted cost for the additional years is determined acceptable by the Director of Business Services and the Property and Risk Manager, and the Director of Business Services is also specifically authorized to approve expansion of services or building equipment leased during this period in an amount not exceeding specific limits authorized by Resolution B-1-13-3064 or that Resolution's renewal equivalent approved for subsequent years.



# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Kerry M. Leider 

**Date:** November 27, 2013

**Re:** Bid #1215, BP #1 – Myers-Wilkins Elementary School – Contract #1000 –  
Miscellaneous Specialties-Supply – Building Material Supply, Inc. - Change Order  
#3

Bid #1215, BP #1, Contract #1000 – Miscellaneous Specialties - Supply at Myers-Wilkins Elementary School was approved at the Special School Board Meeting on June 28, 2012 with a base bid of \$34,250.00.

Change Order #3 to this bid is to supply the shower curtain, grab bars and toilet partition hardware for accessibility upgrades resulting in an increase of \$680.00.

**Recommendation:**

It is recommended the School Board approve the change order as listed above pertaining to Bid #1215, BP #1, Contract #1000 – Miscellaneous Specialties - Supply at Myers-Wilkins Elementary School adding \$680.00 to the previously awarded base bid and change orders for a new contract total of \$40,091.00.

Attachment

# CHANGE ORDER

## CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa **OCT 7 - 2013**  
**NOV 6 - 2013**

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO # 126
CONSTRUCTION MANAGER	<input type="checkbox"/>	50 2/10/13
ARCHITECT	<input checked="" type="checkbox"/>	2/10/38
CONTRACTOR	<input checked="" type="checkbox"/>	2/150
FIELD	<input checked="" type="checkbox"/>	2/171
OTHER	<input type="checkbox"/>	

**PROJECT:**  
*(Name and address)* MYERS-WILKINS ELEMENTARY SCHOOL  
1027 N 8TH STREET  
DULUTH, MINNESOTA 55805

**CHANGE ORDER NO.:** 1000.003  
**INITIATION DATE:** 9/18/2013  
**PROJECT NOS.:** 0807.02  
**CONTRACT FOR:** Contract #1000  
Miscellaneous Specialties  
Supply  
**CONTRACT DATE:** 6/28/2012

**TO CONTRACTOR:**  
*(Name and address)* BUILDING MATERIAL SUPPLY, INC.  
2300 LOUISIANA AVENUE NORTH  
GOLDEN VALLEY, MINNESOTA 55427

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for Proposal Request #062 as noted on the attached page as PR #062.

**Not valid until signed by the Owner, Construction Manager, Architect and Contractor.**

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	34,250.00
Net change by previously authorized Change Orders .....	\$	5,161.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	39,411.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$	680.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ....	\$	40,091.00
The Contract Time will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by .....		ZERO ( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

PROGRAM MANAGER: JOHNSON CONTROLS, INC.

ARCHITECT: DSGW ARCHITECTS

ADDRESS 215 North 1st Avenue East, Rm. 100, Duluth, MN 55802

ADDRESS 2 West First Street, Duluth, MN 55801

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CONSTRUCTION MANAGER: BOSSARDT CORPORATION

BY: *[Signature]* DATE: 10-31-13

ADDRESS 5270 West 84th Street Ste. 550, Mpls, MN 55437

BY: *[Signature]* DATE: 10/8/13  
CONTRACTOR: BUILDING MATERIAL SUPPLY, INC.

OWNER: INDEPENDENT SCHOOL DISTRICT #709

ADDRESS 2300 Louisiana Avenue N Golden Valley, MN 55427

ADDRESS 215 North 1st Avenue East, Duluth, MN 55802

BY: *[Signature]* DATE: 10/3/2013

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

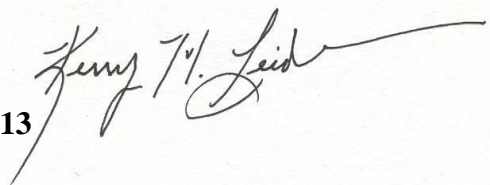


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# Memorandum

**To: Bill Hanson**  
**School Board Members**

**From: Kerry M. Leider**



**Date: November 27, 2013**

**Re: Bid #1215, BP #1 – Myers-Wilkins Elementary School – Contract #3100/3210 – Earthwork/Asphalt Paving – Veit and Company, Inc. - Change Order #10**

Bid #1215, BP #1, Contract #3100/3210 – Earthwork/Asphalt Paving at Myers-Wilkins Elementary School was approved at the Special School Board Meeting on June 28, 2012 with a base bid of \$834,155.00.

Change Order #10 to this bid is a credit for the unused soil corrections and street sweeping allowances resulting in a decrease of \$46,716.00.

**Recommendation:**

It is recommended the School Board approve the change order as listed above pertaining to Contract #3100/3210 – Earthwork/Asphalt Paving at Myers-Wilkins Elementary School deducting \$46,716.00 from the previously awarded base bid and change orders for a new contract total of \$1,162,718.00.

Attachment

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION  
AIA DOCUMENT G701/CMa

NOV 14 2013  
NOV 21 2013

OWNER	<input checked="" type="checkbox"/>	PCO #134
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

(Instructions on reverse side)

PROJECT: MYERS-WILKINS ELEMENTARY SCHOOL  
(Name and address) 1027 N 8TH STREET  
DULUTH, MINNESOTA 55805

CHANGE ORDER NO.: 3100/3210.010

INITIATION DATE: 10/16/13

TO CONTRACTOR:  
(Name and address)

VEIT AND COMPANY, INC.  
14000 VEIT PLACE  
ROGERS, MINNESOTA 55374

PROJECT NOS.: 0807.02

CONTRACT FOR: Contract #3100/Earthwork  
& #3210 Asphalt Paving

CONTRACT DATE: 06/11/2012

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

**Not valid until signed by the Owner, Construction Manager, Architect and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was .....	\$	\$834,155.00
Net change by previously authorized Change Orders .....	\$	\$375,279.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	\$1,209,434.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be ( <del>increased</del> ) (decreased) ( <del>unchanged</del> ) by this Change Order .....	\$	(\$46,716.00)
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ...	\$	\$1,162,718.00
The Contract Time will be ( <del>increased</del> ) (unchanged) by .....		( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

PROGRAM MANAGER: JOHNSON CONTROLS, INC.  
ADDRESS: 215 North 1st Avenue East, Rm. 100, Duluth, MN 55802

ARCHITECT: DSGW ARCHITECTS  
ADDRESS: 2 West First Street, Duluth, MN 55801

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: *[Signature]* DATE: 11/19/13

CONSTRUCTION MANAGER: BOSSARDT CORPORATION  
ADDRESS: 5270 West 84th Street, Ste 550, Bloomington Minnesota 55437

BY: *[Signature]* DATE: 11/15/13

CONTRACTOR: VEIT AND COMPANY  
ADDRESS: 14000 Veit Place Rogers, MN 55374

BY: *[Signature]* DATE: 11-4-13

OWNER: INDEPENDENT SCHOOL DISTRICT #709  
ADDRESS: 215 North First Avenue East, Duluth, MN 55802

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



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RESOLUTION AUTHORIZING TRANSFER OF FUNDS FROM THE  
GENERAL FUND TO THE DEBT SERVICE FUND REGARDING  
FINANCING OF THE LONG-RANGE FACILITIES PLAN

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

Section 1. A. The Board approved a Long-Range Facilities Plan, as amended (the "Facilities Plan"), which calls for renewal and remodeling of existing school facilities, additions to existing facilities and construction of new schools.

B. The District has submitted the Facilities Plan to the Minnesota Department of Education (i) for approval of the Facilities Plan; (ii) for approval of the financings for the Facilities Plan, and (iii) for review and comment on the Facilities Plan. The Commissioner of Education has approved the Facilities Plan and the financing for the Facilities Plan.

C. The District has issued six series of obligations to finance the Facilities Plan, including the \$71,170,000 Taxable Full Term Certificates of Participation, Series 2009A (Build America Bonds – Direct Pay), dated October 1, 2009 (the "Series 2009A COPs").

D. The financing plan for the Facilities Plan anticipates canceling all or a portion of tax levies for the Series 2009A COPs each year from general fund monies derived primarily from operational savings, rebates and grants and proceeds from the sale of excess properties.

Section 2. The Board hereby authorizes, pursuant to Minnesota Statutes Section 475.61, Subd. 3(g), the permanent transfer of funds from the General Fund (Fund 01) to the Debt Service Fund (Fund 07) in the amount of \$\_\_\_\_\_ for the purpose of canceling a portion of the tax levy for the Series 2009A COPs for Levy Year 2013/Collection Year 2014.

Adopted this 17th day of December, 2013.

Motion made by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, to approve Resolution \_\_\_\_\_, as presented. Upon vote taken the same was approved as follows:

Yeah:

Nay:

Absent:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair

**RESOLUTION****Certified Tax Levy 2013 Payable 2014**

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2013 Payable 2014 at \$32,363,566.93.

Resolution B-12-13-3149

December 17, 2013

**ISD 709 - Duluth Public Schools  
2013 Pay 2014 LEVY (11/26/13)  
Comparison to Prior Year**

<b>ITEM</b>	<b>12 PAY 13</b>	<b>13 PAY 14</b>	<b>Change</b>	<b>Comments</b>
<b>RMV Refer/Loc Equity</b>	\$4,295,672.04	\$6,157,734.94	\$1,862,062.90	Impact of Q 2
RMV Referendum			\$0.00	
<b>Equity</b>	\$448,239.18	\$454,170.00	\$5,930.82	All levy
<b>Transition</b>	\$448,239.18	\$441,190.14	(\$7,049.04)	All levy
<b>Operating Capital</b>	\$1,411,048.40	\$1,022,598.81	(\$388,449.59)	\$978,884 in Aid
<b>Ach. &amp; Integration</b>	\$614,486.05	\$479,233.72	(\$135,252.33)	\$1,113,692 Aid
Reemployment Insurance	\$493,176.50	\$246,423.38	(\$246,753.12)	
Safe Schools	\$292,329.90	\$327,002.40	\$34,672.50	Pays for SRO's
Career & Technical	\$262,283.68	\$350,559.22	\$88,275.54	Leg Increase
Annual OPEB	\$1,370,834.00	\$457,252.00	(\$913,582.00)	
Health & Safety			\$0.00	
Health & Safety			\$0.00	
Building/Land Lease	\$435,770.00	\$381,659.50	(\$54,110.50)	Lease contracts
<b>Alternative Facilities</b>	\$934,593.36	\$921,470.36	(\$13,123.00)	\$168,064 Aid
<b>Student Achievement</b>		\$235,525.65	\$235,525.65	New item
Health Benefits			\$0.00	
Tree Growth	\$1,914.04	\$1,914.04	\$0.00	
Sub-total for General Fund	\$11,008,586.33	\$11,476,734.16	\$468,147.83	4.3%
<b>Basic Community Ed</b>	\$653,743.40	\$632,554.59	(\$21,188.81)	
<b>ECFE</b>	\$279,802.45	\$273,722.52	(\$6,079.93)	\$420,477 in Aid
Home Visiting	\$9,432.00	\$9,256.00	(\$176.00)	
Adults w/Disabilities	\$30,000.00	\$30,000.00	\$0.00	
<b>School-Age Care</b>	\$99,500.00	\$90,000.00	(\$9,500.00)	
Sub-Total for Community Ed	\$1,072,477.85	\$1,035,533.11	(\$36,944.74)	-3.4%
<b>Initial Debt Service</b>	\$20,308,393.00	\$20,430,765.00	\$122,372.00	
Sub-Total for Debt Service	\$20,308,393.00	\$20,430,765.00	\$122,372.00	0.6%

**ADJUSTMENTS:**

<b>RMV Referendum - FY 14</b>		\$42,501.00	\$42,501.00	
RMV Referendum - FY 12	\$62,547.99	\$43,456.01	(\$19,091.98)	
<b>Equity - FY14</b>		(\$1,912.68)	(\$1,912.68)	
<b>Transition - FY14</b>		(\$1,912.68)	(\$1,912.68)	
Equity - FY12	(\$15,784.90)	(\$10,110.34)	\$5,674.56	
Transition - FY12	(\$15,784.90)	(\$10,110.34)	\$5,674.56	
<b>Operating Capital - FY 14</b>	(\$46,972.71)	(\$26,740.98)	\$20,231.73	
Operating Capital - FY 12	\$4,659.03	(\$47,891.87)	(\$52,550.90)	
<b>Integration - FY 14</b>	(\$8,032.76)		\$8,032.76	
<b>Integration - FY 12</b>	(\$23,712.66)	(\$10,558.53)	\$13,154.13	
Reemployment Ins. - FY12	\$199,394.40	(\$495,735.27)	(\$695,129.67)	
Safe Schools - FY 12	(\$10,970.10)	(\$6,593.70)	\$4,376.40	
Health & Safety - FY 11			\$0.00	
Other Adjs			\$0.00	
Pay 11 Building/Land Lease	\$9,190.80	(\$24,648.20)	(\$33,839.00)	
Alternative Facilities			\$0.00	
FY 2011 Annual OPEB			\$0.00	
Career Technical - FY12		(43,655.83)	(\$43,655.83)	
<b>Abatement</b>	\$34,787.48	36,516.87	\$1,729.39	
<b>Advance Abatement</b>	\$33,929.24	(31,418.34)	(\$65,347.58)	
Sub-Total for General Fund	\$223,250.91	(\$588,814.88)	(\$812,065.79)	-363.7%
Home Visiting - FY 13	(\$100.80)	(\$176.00)	(\$75.20)	
School-Age Care - FY 11	\$21,327.53	(\$5,623.64)	(\$26,951.17)	
Adults w/Disabilities & Other			\$0.00	
<b>Abatement</b>	\$3,355.86	\$3,359.22	\$3.36	
<b>Advance Abatement</b>	\$3,648.83	(\$3,387.48)	(\$7,036.31)	
Sub-Total for Community Ed	\$28,231.42	(\$5,827.90)	(\$34,059.32)	-120.6%
Reduction for Debt Excess	(\$3,812,224.12)		\$3,812,224.12	
<b>Abatement</b>	\$53,021.08	\$55,588.90	\$2,567.82	
<b>Advance Abatement</b>	\$43,671.82	(\$40,411.46)	(\$84,083.28)	
Sub-Total for Debt Service	(\$3,715,531.22)	\$15,177.44	\$3,730,708.66	-100.4%
General Fund	\$11,231,837.24	\$10,887,919.28	(\$343,917.96)	-3.1%
Community Ed	\$1,100,709.27	\$1,029,705.21	(\$71,004.06)	-6.5%
Debt Service	\$16,592,861.78	\$20,445,942.44	\$3,853,080.66	23.2%
<b>TOTAL LEVY</b>	<b>\$28,925,408.29</b>	<b>\$32,363,566.93</b>	<b>\$3,438,158.64</b>	<b>11.9%</b>

**ITEMS IN BOLD** Indicate those items where an underlevy will create a reduction in state aid and/or some other adverse adjustment to a current or future levy.

## MDE District Levy Summary

### Subtotals By Levy Category

<b>Title</b>	<b>Limit</b>	<b>Proposed</b>	<b>Certified</b>
GENERAL - RMV VOTER - JOBZ EXEMPT	4,318,011.15	85,957.01	4,318,011.15
GENERAL - RMV OTHER - JOBZ EXEMPT	2,796,994.90	2,796,994.90	2,796,994.90
GENERAL - NTC VOTER - JOBZ EXEMPT	0.00	0.00	0.00
GENERAL - NTC OTHER - JOBZ EXEMPT	3,772,913.23	3,772,913.23	3,772,913.23
COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT	1,029,705.21	1,029,705.21	1,029,705.21
GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT	608,296.44	608,296.44	608,296.44
GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT	19,837,646.00	19,837,646.00	19,837,646.00
OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT	0.00	0.00	0.00
OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT	0.00	0.00	0.00

### Subtotals By Fund

<b>Title</b>	<b>Limit</b>	<b>Proposed</b>	<b>Certified</b>
GENERAL FUND	10,887,919.28	6,655,865.14	10,887,919.28
COMMUNITY SERVICES FUND	1,029,705.21	1,029,705.21	1,029,705.21
GENERAL DEBT SERVICE FUND	20,445,942.44	20,445,942.44	20,445,942.44
OPEB/PENSION DEBT SERVICE FUND	0.00	0.00	0.00

### Subtotals By Tax Base

<b>Title</b>	<b>Limit</b>	<b>Proposed</b>	<b>Certified</b>
REFERENDUM MARKET VALUE	7,115,006.05	2,882,951.91	7,115,006.05
NET TAX CAPACITY	25,248,560.88	25,248,560.88	25,248,560.88

### Subtotals By Truth In Taxation Category

<b>Title</b>	<b>Limit</b>	<b>Proposed</b>	<b>Certified</b>
VOTER APPROVED	4,926,307.59	694,253.45	4,926,307.59
OTHER	27,437,259.34	27,437,259.34	27,437,259.34

### Total Levy

<b>Title</b>	<b>Limit</b>	<b>Proposed</b>	<b>Certified</b>
TOTAL LEVY	32,363,566.93	28,131,512.79	32,363,566.93

**RESOLUTION**

Authorized Student Activity Bank Account Signer

RESOLVED, by the School Board of Independent School District No. 709, St.

Louis County, Minnesota, that it hereby authorizes the following:

<u>District Building</u>	<u>Banking Institution</u>	<u>Account Number</u>	<u>Addition of Authorized Signer</u>	<u>Removal of Authorized Signer</u>
Lowell	DTCU	XXXX4	Gayle Hunger	Lynn Litzinger





## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th day of November, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Community Action Duluth, 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 November 19, 2013, and shall remain in effect until June 6, 2014, 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.** Contractor shall provide the following services: Provide necessary background checks for childcare personnel and coordination of services needed which includes: providing childcare related to PASS Workshops, Parent conferences, field trips, etc. (Providing childcare is the time spent onsite with the children). Coordinating childcare services to be provided which includes: phone calls, emails, scheduling childcare providers, and preparation of structured activities for the children. PASS Workshops to take place at designated schools within ISD 709.
  
3. **Background Check.** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
  
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided: TIN 41-141-067-0.
  
5. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$16.50 per hour for providing childcare and \$20.00 per hour to coordinator for preparation and set up/clean up. Payment shall be made upon receipt of invoice received by the district, after services are rendered each week.

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. 41

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of: Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Community Action Duluth, Attn: Angie Miller, 19 N 21<sup>st</sup> Ave W, Duluth, MN 55806.

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

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

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

14. **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.

Angela Miller  
Contractor

41-141-067-0  
SSN/ Tax Identification Number

11/13/13  
Date

Walter Anderson  
Program Director

11/14/13  
Date

Wendy [Signature] W. Hanson  
Director of Business Service / Superintendent of Schools

11/19/13  
Date

DULUTH ENTERTAINMENT CONVENTION CENTER
RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: Duluth Public Schools
(hereinafter referred to as the "Permittee")

Address: ALC, 215 N. 1st Avenue E, Duluth, MN, 55802

Telephone: 218-336-8700, extension 1162

Contact Name: Brenda VanDell

For the Sole Purpose of: ABE/GED
ALC/Unity Graduation

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

June 3, 2014 (Tuesday)
Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,540.00 (Two Thousand Five Hundred Forty Dollars and no cents)

Plus the following: \* if needed
Additional Microphone: \$29.00

- \*DECC Screen/AV Cart: \$50.00
DECC Upright Piano: \$100.00, plus tuning at current rate
DECC Parking Passes: \$5.00 each, or current rate
Equipment List and Audio-Visual - (Effective 1/2014) or current rates
Catering and/or Exhibit Arrangements by Separate Agreement

- 2. A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract. Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.

6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.
7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a SMOKE FREE BUILDING. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insureds** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the

running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

***Dated this 28<sup>th</sup> day of October, 2013***

DULUTH ENTERTAINMENT CONVENTION CENTER

By: \_\_\_\_\_  
Executive Director  
Duluth Entertainment Convention Center  
(DECC)

*WCHanson*  
\_\_\_\_\_  
Permittee Signature

*CFO*  
\_\_\_\_\_  
Permittee Title

*11/11/13*  
\_\_\_\_\_  
Date



Habitat Program  
Independent School District #709  
Duluth, MN 55802

**CONTRACT FOR PURCHASE OF CIRCLE OF SECURITY**  
**Clinical Supervision®**

This contract, entered into this day September 1, 2013 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Glen Cooper, LP,** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented of training in the **Circle of Security®**;

Whereas the AGENCY is duly qualified to perform these services for Habitat Program.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

Staff training and development in assessment and intervention training, ongoing supervision and technical assistance in Circle of Security® to Habitat staff up to 5 hours a week at a cost of \$150 per hour;

2. The AGENCY shall perform these services electronically to staff at Habitat.
3. The approximate date the service will begin is September 1, 2013, and shall not extend beyond June 30, 2014; the contract not to exceed a total cost of \$6,000.
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of quarterly/annual billing statement**
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows:

The Circle of Security® trainer will build upon previous themes learned by Habitat staff in training in Circle of Security Parenting Reflection, Circle of Security Assessment and Treatment Planning. And Circle of Security Preschool and High School Approach. The trainer will provide distance training and ongoing supervision and technical assistance in the Circle of Security® intervention protocol. Central to the supervision will be a focus upon access to a systematic approach for evaluating parental states of mind using the Circle of Security Interview, identifying precise

**Page 2 - Contract for Purchase of Circle of Security® supervision**

strengths and lynchpin difficulties in parent/child interactions using Ainsworth's Strange Situation, creating specific intervention plans tailored to the unique themes of each parent/child dyad, and supervision of the implementation a detailed protocol addressing core intervention themes. All training will be done within the context of the 'learner-friendly' accessibility provided by the Circle of Security Protocol. The underlying focus will be upon teaching a practical application for intervention with parent/child dyads (birth to five years). Central to this approach will be an emphasis upon differential diagnosis. Supervision will lead to certification as a Circle of Security Provider. Themes central to the training outcomes will include building observational skills via video review; building reflective functioning via video review; and dyadic regulation of affects as the foundation of treatment.

6. Either party may terminate this agreement as follows: Thirty (30) days written notice or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

.....  
**SIGNED:**

Glen Cooper  
Name of Agency

By Glen Cooper  
Authorized Agent

10/16/2013  
Date

.....  
**INDEPENDENT SCHOOL DISTRICT #709**

**Duluth, Minnesota**  
W. K. Hanson  
C.F.O. Executive Director of Business Services

Date 11/12/13



AMANDA GILDERMAN  
AND  
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between AMANDA GILDERMAN 5278 S County Road P Poplar, WI 54864-9114, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective November 13, 2013 through June 5, 2013.

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

- A. To provide INTREPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIIP in order to meet the goals as determined by the IEP team.
- B. To provide INTREPRETING SERVICES by a certified Sign Language Interpreter.
- C. Not to exceed forty (40) hours per week of INTREPRETING SERVICES for the District.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTREPRETING SERVICES at the contract rate of \$80.00 base rate for first two hours, plus \$40.00 per hour after, billed from arrival to departure time. The total of this contract will not to exceed \$15,000.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIIPs.

III. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture or co-partnership between the parties, which are and shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning November 13, 2013 and ending June 5, 2013.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

AMANDA GILDERMAN

By \_\_\_\_\_  
Laura Fredrickson

By Amanda Gilderman  
Amanda Gilderman

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date \_\_\_\_\_

Date 11-13-13

By W.C. Hanson  
William C. Hanson

Title Director of Business and Finance

Date 11/19/13

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of November, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Avalon Educational Institute, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 1, 2013, and shall remain in effect until June 30, 2014, 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.** Contractor will provide demonstrations of Martial Arts at various schools throughout the district. Schools include:
  - East High School
  - Denfeld High School
  - Other locations and performance dates are to be determined.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
7. **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.

8. **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.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Avalon Educational Institute, 404 W Superior St, Duluth, MN 55802.

10. **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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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

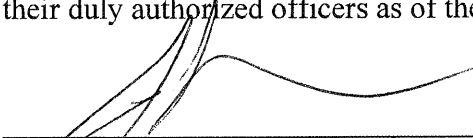
insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

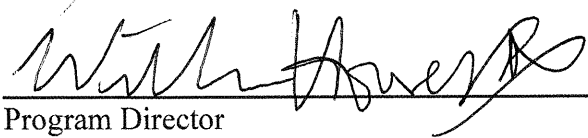
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

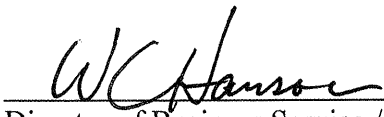
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

	01-0922146	11-6-13
_____ Contractor/Justin Markus	_____ SSN/ Tax Identification Number	_____ Date

		11/21/13
_____ Program Director		_____ Date

		11/21/13
_____ Director of Business Service / Superintendent of Schools		_____ Date

KATHY ALBERIO  
AND  
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between KATHY ALBERIO, 7764 Albert Road Saginaw, MN 55779, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective November 7, 2013 through June 5th 2014.

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

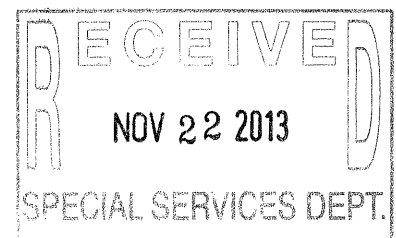
- A. To provide INTREPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIP in order to meet the goals as determined by the IEP team.
- B. To provide INTREPRETING SERVICES by a certified Sign Language Interpreter.
- C. Not to exceed forty (40) hours per week of INTREPRETING SERVICES for the District.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTREPRETING SERVICES at the contract rate of \$80.00 base rate for first two hours, plus \$40.00 per hour after, billed from arrival to departure time. The total of this contract will not to exceed \$15,000.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIPs.

III. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture or co-partnership between the parties, which are and shall remain independent contractors with respect to all actions performed pursuant to this Agreement.



IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning November 7<sup>th</sup>, 2013 and ending June 5th, 2013.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.
- D. Two business day/48 hour cancellation notice required for all assignments.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

KATHY ALBERIO

By \_\_\_\_\_  
Laura Fredrickson

By Kathleen P. Alberio  
Kathy Alberio

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date \_\_\_\_\_

Date 11/7/13

By WCHanson  
William C. Hanson

Title Director of Business and Finance

Date 11/25/13



# UNIVERSITY OF MINNESOTA FACILITY USE AGREEMENT

**THIS FACILITY USE AGREEMENT** (“Agreement”) is entered into effective as of October 29, 2013, by and between the Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, and ISD 709 (“Licensee”), a independent school district of Minnesota. This Agreement is entered into by University through its Regents.

**1. Grant of License.** University grants to Licensee a license to use Weber Music Hall (the “Facility”) solely for the following purpose(s):

East High School Choral Rehearsal and Concerts (the “Event”).

The estimated number of people expected to attend the Event is three hundred fifty (350). Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee’s use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules and all federal, state and local laws, ordinances, rules and regulations.

**2. Term.** Licensee is permitted to use the Facility only during the following dates and times:

May 29, 2014 8am - 9pm

**3. Fee.** In addition to any other payment Licensee is required to make pursuant to this Agreement, Licensee shall pay University a fee as described on the attached Exhibit A (the “Fee”). The Fee is non-refundable, unless otherwise provided in this Agreement.

**4. Utilities and Services.** University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the Facility. Licensee shall reimburse University for all additional maintenance and services provided at Licensee’s request.

**5. Concessions/Novelties; Food; Beverage.**

5.1 Licensee shall not sell any concessions or novelties on or in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.

5.2 Food may be served on or in the Facility only with the permission of University, and, if required by University, a permit from University’s Department of Environmental Health and Safety.

5.3 Licensee shall not sell, distribute, dispense, advertise or promote any non-alcoholic beverage (or permit any other to do the same) without University's written consent, which consent University may condition, grant or withhold in its sole discretion.

5.4 Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University's sole discretion.

**6. Alterations; Signs; Liens.** Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or about the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

**7. Personal Property.** Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the Agreement.

**8. Indemnification.** Licensee agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with (i) Licensee's use of the Facility and other University property, except to the extent caused by the negligence or intentional misconduct of University; (ii) the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or (iii) Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

**9. Insurance.** At least thirty (30) days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than thirty (30) days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1. Check either (A) (B) or (C) below as applicable:

- (A) Licensee's policy of Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence; or qualified self-insurance subject to approval by University.
- (B) Proof that Licensee has purchased event liability insurance with a minimum limit of \$1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: <https://tulip.ajgrms.com> (a pass code will be provided if this option is selected).

- (C) State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers' Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name the Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

**10. Assignment.** Licensee shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

**11. Surrender.** Licensee shall surrender possession of the Facility to University at the conclusion of the Event in the same good condition as on the date of possession by Licensee. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with Licensee's use of the Facility, unless such damage is caused solely by University, its officers, employees, agents or representatives.

**12. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University:	University of Minnesota c/o Real Estate Office Attn.: Senior Real Estate Specialist 424 Donhowe Building 319-15th Avenue SE Minneapolis, MN 55455-0199 Facsimile No.: (612) 624-6345 E-mail: <a href="mailto:reo@umn.edu">reo@umn.edu</a>
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With a copy of  
default notices to: University of Minnesota  
Office of the General Counsel  
Attn.: Transactional Law Services Group  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006  
Facsimile No.: (612) 626-9624  
E-mail: [contracts@mail.ogc.umn.edu](mailto:contracts@mail.ogc.umn.edu)

If to Licensee: Duluth East High School  
Attn: Jerry Upton  
2900 E. 4<sup>th</sup> Street  
Duluth, MN 55812  
Facsimile No.:  
E-mail:

**13. License Only; Remedies.** Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensee shall pay to University all of University's damages, costs and fees, including attorneys' fees, caused by Licensee's failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

**14. Limitation of University Liability.** IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.

**15. Force Majeure.** No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

**16. Use of University Name or Logo.** Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall be prominently placed in all material related to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

“The University of Minnesota is not endorsing or sponsoring the activities conducted by ISD 709 on the University of Minnesota campus. The relationship between the University of Minnesota and ISD 709 is solely that of licensor and licensee.”

16.2 Licensee’s failure to comply with this section shall give University the right to immediately terminate this Agreement and Licensee’s access to the Facilities.

**17. Copyright Representation and Release.** Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright; b) has written permission of the copyright owner(s) for this use; c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, *Limitations on exclusive rights: Fair use*; or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee’s presentation materials.

**18. Amendments.** This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

**19. Non-Waiver.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

**20. Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

**21. Entire Agreement.** This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

**22. Exhibits.** The terms and conditions of any and all exhibits attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1 – 22 of this Agreement conflict with any of the terms and conditions of the attached Exhibit(s), the terms and conditions of the Exhibit(s) shall control. All capitalized terms in any Exhibit(s) that are not specifically defined in such Exhibit(s) shall have the meanings given them in this Agreement.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement as of the date set forth above.

**Regents of the University of Minnesota**

**Duluth East High School**

By: \_\_\_\_\_  
Name: William Payne  
Title: Dean, UMD School of Fine Arts  
Date: \_\_\_\_\_

*WCHanson*  
By: *Jerome D. Upton* \_\_\_\_\_  
Name: Jerry Upton  
Title: Choir Director  
Date: *11/24/13* \_\_\_\_\_

**EXHIBIT A to  
STANDARD USE/LICENSE AGREEMENT  
WEBER MUSIC HALL**

The University and the Licensee further agree as follows:

**1. Licensee.**

- |                              |                      |
|------------------------------|----------------------|
| 1.1 Title of event:          | Choir Concert        |
| 1.2 Sponsoring organization: | East High School     |
| 1.3 Contact person:          | Jerry Upton          |
| 1.4 Mailing address:         | 2900 East 4th Street |
| 1.5 City/State:              | Duluth, MN 55812     |
| 1.6 Telephone:               | 310-4309             |
| 1.7 Email:                   |                      |

**2. Term.**

Date: 05/29/14	Start Time: 8:00 am	Stop Time: 9:00pm	Purpose: CN RH	Event Time: 7:30pm
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:

**3. Fee.**

University agrees to provide to Licensee the Facility, equipment and/or services described below at the Licensee's sole cost and expense. Licensee shall use such equipment and/or services at its own risk and shall reimburse University for the cost of repairs necessitated by Licensee's misuse or abuse.

**Facility charge.**

	Quantity (in days)	Cost	Total
Main hall	1		\$250.00
Warmup room			
Green room			
Dressing room			

**Technical charge.**

	Quantity	Cost	Total
Sound system without operator			
Sound system with operator 0-6 inputs	X	\$25.00	\$25.00
Sound system with operator 7-24 inputs			
Two track recording	X		NC
24 track recording			
Performance lighting without operator	X	\$25.00	\$25.00
Performance lighting with operator			
Piano			
Staging			
Risers	To be put up by Licensee	NC	NC
Conductor's podium			
Speaker's podium			
Other			

**EXHIBIT A to  
STANDARD USE/LICENSE AGREEMENT  
WEBER MUSIC HALL**

Other costs.

	Quantity (in hours)	Cost	Total
Weber Hall staff	4	\$15.00/hr	\$60.00
Technical staff		\$15.00/hr	\$
Custodial fee			\$

<b>FACILITY CHARGES</b>	<b>\$250.00</b>
<b>TECHNICAL CHARGES</b>	<b>\$50.00</b>
<b>OTHER COSTS</b>	<b>\$60.00</b>
<b>TOTAL CHARGES</b>	<b>\$360.00</b>

The Licensee shall pay the University a total fee of \$360.00.

The fee is due as follows:

A deposit of \$proof of insurance due on or before 05/29/2014.

A balance of \$360.00 due on or before 05/29/2014.

**5. User obligations.**

5.1 The licensee shall, in addition to its other obligations described in this Agreement, provide the following:

Box office personnel	<input checked="" type="checkbox"/>	
House manager	<input checked="" type="checkbox"/>	
Ushers	<input checked="" type="checkbox"/>	At least 4 ushers must be provided for each event.
Setup and strike	<input type="checkbox"/>	
Other	<input checked="" type="checkbox"/>	House Manager and Ushers to meet Don Schraufnagel by 5:45 the night of the event.

**6. Additional provisions.**

6.1 The University shall, in addition to its other obligations described in this Agreement provide the following: None.

ISD 709 East High Schol

Initials

*gou* *WCH*

Weber Music Hall

Initials \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 21st day of November, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Vuchetich, 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 November 21, 2013, and shall remain in effect until April 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform financial and program audits as directed by District staff. Audits to be in accordance with Generally Accepted Auditing Standards for the purpose of expressing an opinion on the District's compliance with internal controls, District policies, and state and federal regulations and laws. Contractor agrees to provide formal reports on internal controls and conditions found and provide recommendations for changes and improvements.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at \$21.50 per hour, total contract not to exceed a sum of \$6,450. 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 the TIN is provided.
4. **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.
5. **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, or to seek other damages.
6. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs,

forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

8. **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.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Jody LeBlanc, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 5425 N. Tischer Road Duluth, MN 55804.

10. **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.

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

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

13. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

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

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

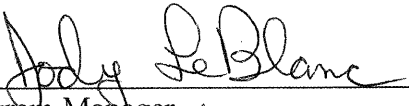
The Contractor shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>District Employee</u>	<u>Position</u>
Jody D. LeBlanc	Finance Manager

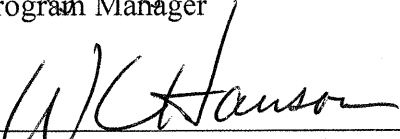
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

  
\_\_\_\_\_  
Program Manager

  
\_\_\_\_\_  
By

  
\_\_\_\_\_  
Director of Business Service

\_\_\_\_\_  
Title

470-19-1080  
Taxpayer Identification Number





Amount:

\$476

## CONTRACT FOR SERVICES

This contract is between **SOAR Career Solutions (SOAR)** and **Adult Basic Education (Contractor)** to fulfill outcomes of the MN FastTRAC Adult Career Pathways WDF SFY14 grant.

### TERM OF CONTRACT

**Effective Date:** October 1, 2013

**Expiration Date:** March 31, 2015 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

### CONTRACTOR'S DUTIES

The Contractor will:

1. Perform the duties specified in the Work Plan (Exhibit A), which is attached and incorporated into this contract.
2. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by MN FastTRAC, including...
3. Submit invoice outlining services provided with supportive documentation to SOAR finance director on a quarterly basis (see *Terms of Payment Section*). Examples of documentation for services include detailed receipts and timesheets.
4. Coordinate with SOAR staff on scheduling for services and/or workshops.
5. If applicable, provide evaluations, attendance and completion information for services, trainings or workshops.
6. Develop and maintain ongoing communication with SOAR staff.

### SOAR DUTIES

1. Perform the duties specified in the Work Plan (Exhibit A), which is attached and incorporated into this contract.
2. If applicable, provide evaluations, attendance and completion information for services, trainings or workshops.
3. Develop and maintain ongoing communication with Adult Basic Education staff.

### TERMS OF PAYMENT

SOAR will pay the Contractor for all services performed under this contract as specified in the Budget Narrative (Exhibit B), which is attached and incorporated into this contract. The total obligation of MN-FastTRAC/SOAR for all compensation and reimbursements to the Contractor is: \$476.00

Invoices can be submitted on a monthly basis, but **must be** submitted quarterly. Quarterly due dates are as follows:

- January 10, 2014
- April 10, 2014
- July 10, 2014
- October 10, 2014
- January 10, 2015
- April 10, 2015
- July 10, 2015

Payment for services will be sent within 30 days of receipt of invoice.

**AUTHORIZED REPRESENTATIVES**

SOAR's Authorized Representative is Emily Edison, Executive Director, 205 W. 2<sup>nd</sup> Street, Suite 101, Duluth, MN, 55802, 218-722-3126, or successor.

The Contractor's Authorized Representative is Patty Fleege, ABE Coordinator, 215 N. 1<sup>st</sup> Ave East, Duluth, MN 55802, (218) 336-8790.

**AMENDMENTS AND TERMINATION**

The agreement may be amended by the mutual consent of the parties. Either party may propose a change in the contract at any time by providing a written proposal to the other party, who shall have 30 days to accept, reject or modify the proposed amendment.

If the proposed amendment is modified, the original proposing party shall have 30 days to accept, reject or modify the counter amendment, and so forth. If the process of seeking changes to the agreement ends in a rejection, the proposing party shall have the option of terminating the agreement.

Termination for Insufficient Funding: SOAR may terminate this contract if it does not obtain the promised funding from MN-FastTRAC. SOAR will notify Contractor in writing as soon as we receive notice of loss of funds. SOAR is not obligated to pay for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed, to the extent that funds are available.

**Signed and approved by:**

1. Contractor,

By: W. Hanson

Title: CFO

Date: 11/22/13

2. SOAR Career Solutions

By: Emily Edison

Title: Executive Director

Date: 11/19/13

Form 2 – Minnesota FastTRAC Work Plan

**Program Name:** LABORATORY HEALTH CARE CAREER PATHWAY

**Target Population – description of population(s) your program will serve –** Define the adults this program will serve who need academic and employability supports to be successful in postsecondary credential attainment.

Fifteen adults from the following target populations: individuals returning to work from public assistance (MFIB, SNAP, etc.), long-term unemployed or underemployed individuals and low-income workers will participate in the Laboratory Health Career Pathway program. Participants will be recruited and/or referred from the Duluth Workforce Development; SOAR Career Solutions (SOAR); Duluth Adult Basic Education (ABE); Duluth Workforce Center/DEED; Arrowhead Economic Opportunity Agency (AEOA); Minnesota Chippewa Tribe and through other local non-profits that serve low-income individuals experiencing barriers to employment.

**Navigation Support Plan –** Identify which agency(ies) will provide program navigation and outline recruitment, retention, employability skill building, interaction with educators, communication plan with participants, and other activities along the career pathway.

**Please note:** *The timeline of activities is outlined on the Timeline and Work Plan Illustration attached as a PDF accompanying this application.*

**Recruitment:** SOAR Career Solutions will prepare and distribute program information to all partner organizations outlining eligibility requirements including but not limited to criminal history and income limitations. Participant recruitment will be implemented by each partner organization through their individual networks and by posting at their physical sites. Information will also be posted through social media outlets, local blog sites and on the SOAR website. SOAR will identify interested and eligible participants. Partner agencies will refer eligible individuals through an already established referral process. SOAR will facilitate an information session including detailed information about the Laboratory Health Care Career pathway program and careers as phlebotomists, medical and clinical technicians and technologists. Participants will take an employability measure and interest assessment and to further assess their barriers, skills, interests and capabilities for this pathway program.

**Retention:** Support services offered to continue to employment and retention include 1:1 case management by SOAR case managers who are well trained to support people in the areas of conflict resolution, getting along with co-workers/boss, preparing for 3, 6, or 12 month review, identifying trainings that will further your career, support through transitions of a new job, supporting clients and preventing quitting due to stress or other factors surrounding returning to work.

**Employability Skill Building:** SOAR will provide employability skill building through a cognitive change course called Steps to Economic and Personal Success (STEPS) and will also offer Career Quest, a 30 hour employability skill building workshop for adult learners. Navigators (Career Specialists) will also refer participants to the Duluth Workforce Center for additional employability skill building services such as Creative Job Search, Make MinnesotaWorks Work For You, Job Club, resume assistance, interview preparation and access to the National Career Readiness Certificate (NCRC).

**Interaction with educators:** SOAR's Navigators (Career Specialists), will serve as liaisons to the instructor in the classroom at Lake Superior College by communicating about attendance, performance, and overcoming barriers students are facing.

**Communication plan with participants:** Career Specialists will provide 1:1 case management to support participants in meeting course requirements as adult learners by creating communication guidelines to address unexpected events that could potentially interrupt attendance or other course requirements.

**Other activities along the career pathway:** SOAR Employment Services program director and Navigators (Career Specialists) will provide coordination of activities in partnership with employer partners who provide career and job search services as part of this grant. Career and job search activities that business partners will participate in include industry focused and business driven mock interviews, presentations describing job duties in Laboratory Health Care careers, and industry focused job application advice. SOAR will work in partnership with the Workforce Center's Regional Labor Market Analyst, who will facilitate relationships with industry businesses. Career Exploration activities such as business tours, coordinated by SOAR staff, will be held to increase the retention of interested students in the Laboratory Health Care Career Pathway. Navigators (Career Specialists) will also refer participants to the Duluth Workforce Center for additional employability skill building services such as Creative Job Search, Make MinnesotaWorks Work For You, Job Club, resume assistance and interview preparation and the NCRC.

**ABE Bridge Course Description** – include content area, participant eligibility requirements, site, duration, recruitment, outcomes. Programs are encouraged to build contextualized GED 2014 bridge courses to simultaneously prepare adults for success on the GED 2014 exams as well as prepare for success in postsecondary course work.

Participants in Bridge programming are candidates identified by SOAR as having a serious interest and potential for enrolling in the Laboratory Health Care Career Pathway. These candidates are assessed by an Adult Basic Education teacher in the areas of reading and math using the TABE (Test of Adult Basic Education). Those candidates whose academic skills do not meet the entrance criteria (8<sup>th</sup> grade reading and 8<sup>th</sup> grade math) or who would benefit from brush up in one or both of those areas are entered into a brush-up skills class which focuses on industry specific content. This targeted skills development will be provided through direct classroom instruction on site at SOAR. Candidates who are identified as not having a high school diploma or GED may be entered into this same brush-up skills program if their skills assessment reflects an ability to be GED ready within the brush-up class time period. If a candidate is in need of a GED and may need more skill preparation than the brush-up skill class can provide, the candidate will be directed to GED instruction available at the Adult Learning Center. Also, students who are determined to be deficient in basic computer skills, as determined by computer assessment at SOAR, will have those needs addressed through a health care focused computer basics skills course also provided at SOAR. Bridge participants may also attend additional classes at the Adult Learning Center, which is located three blocks from SOAR. The length of the Bridge Course will vary with the amount of basic skills development needed by the participant.

**Integrated ABE/Postsecondary** – include **Course Names/Numbers**; rationale for choosing these courses for integration (e.g., current pass/fail/withdraw rate), site, duration, terms, recruitment, student eligibility requirements (e.g., TABE/Accuplacer scores), credentials for which these courses are required, (provide a link to program web page online), and **integrated outcomes** (MnSCU course outcomes tied to ABE foundational skill outcomes). Include plan for meetings between ABE and MNSCU faculty and integration model they intend to provide (e.g., co-requisite, integration of ABE just-in-time skill building in college course, etc).

Adult Basic Education will provide integrated instruction for students of the Laboratory Health Career Pathway at the Lake Superior College Campus. Integrated instruction will be provided by an Adult Basic Education teacher in conjunction with a content area instructor at numerous junctures throughout the pathway coursework. This instruction will be provided in a variety of formats. Student support needs will be determined and met throughout the pathway dependent on the academic nature of the course and the form of support and instruction determined to best meet that need. Students' learning styles and individual academic strengths/needs will be taken into account in determining support that best meets each course.

The ABE instructor will focus efforts not only on content instruction, but also in developing a strong “community of learners” whose foundation is built on strong communication. Our learning from past cohort implementation and observations of integrated instructors is the importance of building such a “community of learners.” Communication skill development will target soft skills such as problem solving, conflict resolution, and accurate oral communication while developing a foundational atmosphere of support within the “community.”

Phlebotomy is a 14 credit certificate that includes a 1 credit Medical Terminology class, 1 credit Medical Ethics and Law class, 1 credit Interviewing Procedures and Practice, 4 credits Basic Skills for Laboratory Personnel, 3 credit Collection Procedures and Skills for Phlebotomist

and a 1 credit Internship. Students must also complete 3 credits from one of the following classes; Introduction to Communication, Interpersonal Communication or Composition I. Within the 14 credits of instruction, ABE will provide integrated academic skills building, with the primary goal of being able to pass these classes with preferably a grade B or better. For more information on LSC's phlebotomy certificate:

[http://www.lsc.edu/academics/requirements.cfm?major\\_id=8200](http://www.lsc.edu/academics/requirements.cfm?major_id=8200)

Phlebotomy was chosen as the health careers pathways because it is offered in a short term certificate format, and credits from this certificate can be used to complete the Associate of Science degree in Medical Laboratory Technician. Lake Superior College will offer these classes in a closed enrollment format allowing students to develop a "community of learners."

In this proposal the "Gateway" program becomes the transfer of credits that are already built into the Phlebotomy certificate that can be counted towards the 64 credit Medical Laboratory Technician Associate of Applied Science. This includes one of the 3 credit classes in Communications or Composition and the 1 credit course in Medical Ethics and Law. Additional support will be provided in the Gateway program through workshops and individual counseling provided by LSC Advisors to prepare students for the transition from the 14 credit Phlebotomy Certificate to the 64 credit Medical Laboratory Technician A.A.S. Topics will include: Prep for the Accuplacer, Applying for State and Federal Financial Aid, Access to LSC Student Support Services, Understanding prerequisites and program requirements and Using D2L for Online Classes. Gateway workshops will be provided by LSC staff, with coordination provided by SOAR. Participants will also be invited to participate in the summer session "Pathways to College Success", an 8-week class offered by ABE in the LSC Learning Center. This class is designed to improve participants' Accuplacer scores and study skills before they start college classes.

**Continuing Pathway** – Define additional, non-integrated courses included in the pathway and identify credential(s) to be obtained. Outline work or OJT experiences. Outline support services that will continue to employment placement and retention.

The credential offered through this grant is a 14 credit Phlebotomist Certificate. This certificate option is designed to prepare a laboratory practitioner whose primary duty is to obtain patient blood specimens by venipuncture and micro collection techniques and to facilitate collection and transportation of other clinical laboratory specimens. MLT technical courses in this program are accepted by the LSC MLT program. Background study required by Minnesota law.

The academic path upon completion of the Phlebotomist certificate is advancement into the Medical Laboratory Technician 2 year degree program. The Clinical/Medical Laboratory Technician program is one that prepares individuals, under the supervision of clinical laboratory scientists/medical technologists, to perform routine medical laboratory procedures and tests and to apply preset strategies to record and analyze data. Includes instruction in general laboratory procedures and skills; laboratory mathematics; medical computer applications;

interpersonal and communications skills; and the basic principles of hematology; medical microbiology; immunohematology; immunology; clinical chemistry, and urinalysis.

**Additional, non-integrated courses:** In this proposal the "Gateway" program becomes the transfer of credits that are already built into the Phlebotomy certificate that can be counted towards the 64 credit Medical Laboratory Technician Associate of Applied Science. This includes one of the 3 credit classes in Communications or Composition and the 1 credit course in Medical Ethics and Law. Additional support will be provided in the Gateway program through workshops and individual counseling provided by LSC Advisors to prepare students for the transition from the 14 credit Phlebotomy Certificate to the 64 credit Medical Laboratory Technician A.A.S. Topics will include: Prep for the Accuplacer, Applying for State and Federal Financial Aid, Access to LSC Student Support Services, Understanding prerequisites and program requirements and Using D2L for Online Classes.

Gateway workshops will be provided by LSC staff, with coordination provided by SOAR. Participants will also be invited to participate in the summer session "Pathways to College Success", an 8-week class offered by ABE in the LSC Learning Center. This class is designed to improve participants' Accuplacer scores and study skills before they start college classes.

**Retention:**

Support services offered to continue to employment and retention include case management by SOAR case managers who are well trained to support people in the areas of conflict resolution, getting along with co-workers/boss, preparing for 3, 6, or 12 month review, identifying trainings that will further your career, support through transitions of a new job, supporting clients and preventing quitting due to stress or other factors surrounding returning to work. Additional supportive services include employer career exploration support such as mock interviewing and applications specific to job seeking in hospital environment. Navigators (case managers) will also refer participants to the Duluth Workforce Center for additional employability skill building services such as Creative Job Search, Make MinnesotaWorks Work For You, Job Club, resume assistance, interview preparation, and the NCRC.

**Program and Participant Outcomes** – Note overall total served in the program and project expected number to achieve each outcome. These are overall program outcomes; individual participants are not expected to achieve all these outcomes within one grant period.

<p>Total Number Served: 15</p> <p>See page 14 of RFP for full description of each outcome.</p> <ul style="list-style-type: none"> <li>• Basic skills acquisition – 100% (15 people)</li> <li>• Credit Accumulation – 80% (12 people)</li> <li>• Credential Attainment – See Department of Labor TEGL 15-10 for further definition of the term “credential.” 80% (12 people)</li> <li>• Job placement in career field – 50% (6) of people who obtain phlebotomy credentials will find a job in the career field.</li> <li>• Job retention – 50% (8) of the total enrollees will retain jobs.</li> <li>• Wage progression – Average increase in wages of \$4,000.00</li> <li>• Continuation of career pathway training – 10% (2 people) will continue the pathway to obtain their Associates of Science degree for the medical and clinical technician occupation.</li> </ul>
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**Partnership – Partners and Roles**

Organization	Role	Outcomes (for which partner is responsible)
<p><b>EMPLOYERS</b></p> <p><b>Essentia Health</b></p>	<ol style="list-style-type: none"> <li>1. Provide program review and feedback on FastTRAC's DULUTH LABORATORY HEALTH CARE CAREER Pathway.</li> <li>2. Provide information on how career advancement occurs within the Essentia Health system.</li> <li>3. Provide job requirements for the phlebotomist, medical laboratory technicians and medical technologists' careers.</li> <li>4. Provide information regarding the current and future need for careers in phlebotomy, medical laboratory technicians and medical technologists.</li> <li>5. Provide staff to give participants insight on interview skills, explain the “ins and outs” of applying for jobs, and give pointers on resume writing.</li> </ol>	<ol style="list-style-type: none"> <li>1. Attend FastTRAC partner meetings.</li> <li>2. Participants are aware of the Essentia Health system and know what needs to happen to advance up the career ladder.</li> <li>3. Participants know the requirements</li> </ol>

		<p>needed to acquire positions as a phlebotomist, medical laboratory technician and medical technologist.</p> <ol style="list-style-type: none"> <li>Trends for employment needs in the Duluth Laboratory Health Care Career Ladder are confirmed.</li> <li>Participants increase job search skills.</li> </ol>
<p><b>WORKFORCE DEVELOPMENT</b> <b>Duluth Workforce Development</b></p>	<ol style="list-style-type: none"> <li>Provide program review and feedback on FastTRAC's DULUTH LABORATORY HEALTH CARE CAREER program.</li> <li>Provide participant referrals.</li> <li>Provide access to job search services.</li> <li>Share dual participant data.</li> </ol>	<ol style="list-style-type: none"> <li>Attend FastTRAC partner meetings.</li> <li>Participants are referred to the DULUTH LABORATORY HEALTH CARE CAREER pathway program from Duluth</li> </ol>

		<p>Workforce Development.</p> <p>3. With support from case managers and DEED job search tools, participants will conduct a job search that results in employment.</p> <p>4. Data sharing agreement is signed.</p> <p>Increased participant communication among partner agencies.</p>
<p>Arrowhead Economic Opportunity Agency (AEOA)</p>	<p>1. Provide program review and feedback on FastTRAC's DULUTH LABORATORY HEALTH CARE CAREER program.</p> <p>2. Provide participant referrals.</p> <p>3. Share dual participant data.</p>	<p>1. Attend FastTRAC partner meetings.</p> <p>2. Participants are referred to the DULUTH LABORATORY HEALTH CARE CAREER pathway program from AEOA.</p>

		<p>3. Data sharing agreement is signed. Increased participant communication among partner agencies.</p>
<p><b>ADULT BASIC EDUCATION</b> <b>The Adult Learning Center</b></p>	<ol style="list-style-type: none"> <li>1. Provide program review and feedback on FastTRAC's DULUTH LABORATORY HEALTH CARE CAREER program.</li> <li>2. Provide bridge programming/supportive services (brush-up assistance for math, reading and computer skills within laboratory health care field).</li> <li>3. Implement TABE assessment.</li> <li>4. Provide participant referrals.</li> <li>5. Share dual participant data.</li> <li>6. Provide integrated instruction.</li> <li>7. Provide Pre-Gateway Instruction.</li> </ol>	<ol style="list-style-type: none"> <li>1. Attend FastTRAC partner meetings.</li> <li>2. Participants who need assistance gain skills / knowledge in math, reading and computers.</li> <li>3. Participants take TABE assessment.</li> <li>4. Participants access the DULUTH LABORATORY HEALTH CARE CAREER program.</li> <li>5. Data sharing agreement is signed. Increased</li> </ol>

		<p>participant communication among partner agencies.</p> <p>6. Participants who need assistance have access to and gain skills /knowledge in medical terminology and applied mathematics.</p> <p>7. Participants access "Pathways to College Success" pre-gateway course.</p>
<p><b>MNSCU</b></p> <p><b>Lake Superior College</b></p>	<ol style="list-style-type: none"> <li>1. Provide program review and feedback on FastTRAC's DULUTH LABORATORY HEALTH CARE CAREER pathway program.</li> <li>2. Provide orientation to postsecondary education.</li> <li>3. Provide customized training to support participants in a laboratory health care career pathway and obtain phlebotomy certificate.</li> <li>4. Connect with employers hiring in laboratory health care career field.</li> <li>5. Provide <i>Gateway Instruction</i>: Financial Aid and scholarship application information and technical assistance; career counseling and advisement.</li> <li>6. Share dual participant data.</li> </ol>	<ol style="list-style-type: none"> <li>1. Attend FastTRAC partner meetings.</li> <li>2. Participants attend post-secondary education orientation at LSC.</li> <li>3. Participants receive Phebotomy certificate.</li> </ol>

		<p>4. Participants increase contact with employers hiring in laboratory health care career field.</p> <p>5. Participants increase knowledge of financial aid and scholarship application process; participants receive advisement on careers.</p> <p>6. Data sharing agreement is signed. Increased participant communication among partner agencies.</p>
<p><b>GRANT ADMINISTRATOR/FISCAL HOST</b></p> <p><b>Soar Career Solutions</b></p>	<p>1. Recruit, orientate, screen and enroll participants.</p> <p>2. Share dual participant data.</p> <p>3. Provide ongoing case management and support services.</p> <p>4. Provide STEPS Training.</p>	<p>1. Eligible and capable participants are orientated and enrolled in the</p>

	<ol style="list-style-type: none"> <li>5. Provide job seeking and job retention services to participants.</li> <li>6. Serves as fiscal host and administrator of grant; follow reporting, training and grant guidelines.</li> <li>7. Coordinate FastTRAC partner meetings.</li> </ol>	<p>DULUTH LABORATORY HEALTH CAREERS program.</p> <ol style="list-style-type: none"> <li>2. Data sharing agreement is signed. Increased participant communication among partner agencies.</li> <li>3. Participants have access to one-on-one work with a career specialist and receive support services as indicated by case-notes.</li> <li>4. Participants increase cognitive skills as indicated by pre-post test.</li> <li>5. Participants gain and retain employment.</li> <li>6. Provide proper financial and programmatic reports,</li> </ol>
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		<p>maintain data files and attend trainings.</p> <p>7. FastTRAC meetings occur on a quarterly basis.</p>
<p>Duluth Workforce Center (WFC)</p>	<ol style="list-style-type: none"> <li>1. Provide program review and feedback on FastTRAC's DULUTH LABORATORY HEALTH CARE CAREER program.</li> <li>2. Provide participant referrals.</li> <li>3. Provide labor market and economic information and analysis.</li> <li>4. Connect to employers in the laboratory health care career pathway field.</li> <li>5. Provide access to KeyTrain and/or instruction as needed to prepare participants to score well on the NCRC and provide access to the NCRC tests.</li> <li>6. Provide access to job search services such as Creative Job Search classes, Job Club and <i>Make MinnesotaWorks Work for You</i>.</li> <li>7. Share dual participant data.</li> </ol>	<ol style="list-style-type: none"> <li>1. Attend FastTRAC partner meetings.</li> <li>2. Participants are referred to the DULUTH LABORATORY HEALTH CARE CAREER pathway program from Duluth Workforce Development.</li> <li>3. LMI and analysis utilized at FastTRAC meetings.</li> <li>4. Employers in laboratory health care career pathway fields will have increased knowledge of participant</li> </ol>

		<p>outcomes.</p> <ol style="list-style-type: none"> <li>5. Based on WorkKeys profiles, students will be certified in the NCRC.</li> <li>6. With support from case managers and DEED job search tools, participants will conduct a job search that results in employment.</li> <li>7. Data sharing agreement is signed. Increased participant</li> </ol>
<p><b>Minnesota Chippewa Tribe</b></p>	<ol style="list-style-type: none"> <li>1. Provide program review and feedback on FastTRAC's DULUTH LABORATORY HEALTH CARE CAREER program.</li> <li>2. Provide participant referrals.</li> <li>3. Share dual participant data.</li> </ol>	<ol style="list-style-type: none"> <li>1. Attend FastTRAC partner meetings.</li> <li>4. Participants are referred to the DULUTH LABORATORY HEALTH CARE CAREER pathway program from AEOA.</li> <li>5. Data sharing agreement is signed. Increased</li> </ol>

		participant communication among partner agencies.
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**Administration Support Plan** – Identify agency/person responsible for overall administration of the grant including fiscal management, regular convening, staffing, and leadership for achieving program outcomes.

SOAR staff will provide overall administrative support for the program, including fiscal management, meeting coordination and oversight to ensure programmatic outcomes are met. David Mattson, SOAR Finance Director, will ensure fiscal controls are in place to manage grant funds. Sara Romagnoli, SOAR Program Director, will manage three career specialists and one program assistant through the navigation process. Romagnoli will oversee program activities to ensure program outcomes are met and grant reporting is completed with integrity. The Program Director will also convene regular scheduled meetings with partner agencies. Representatives from partner agencies will provide programmatic oversight to ensure programmatic outcomes are met, troubleshoot barriers to grant implementation and maintain communication with laboratory health care focused employers.

**Memorandum of Understanding (MOU)** – Agreement between core partners in support of this program, including data sharing practices.

See attached document entitled: SFY2014\_FastTRAC\_MOUsigned

**Professional Learning Plan** – In order to build a community of practice, all grant recipients will participate in a set of online meetings to share best practices and create networks across the state with other adult career pathway practitioners. **Each grant administrator should set this expectation and ensure staff have time and resources to participate.**

**GENERAL TOPICS – Fall 2013**

1. Using Workforce One for your MN FastTRAC Adult Career Pathways Program (for data entry staff)
2. Minnesota FastTRAC/Alliance for Quality Career Pathways Overview (for all)

## **ROLE SPECIFIC TOPICS -- Winter/Spring 2014**

### **Administrator Team (representation from lead partner agencies)**

1. Collaborative Leadership and Communication Strategies
2. Defining Roles in Your Partnership
3. Measuring Outcomes Across Partner Systems

### **Integrated Instruction (MnSCU & ABE instructional team)**

1. Communication and Conflict
2. Creating Integrated Outcomes and an Integrated Syllabus
3. Team Teaching Styles & Lesson Planning

### **Navigator**

1. The Role of a Navigator
2. Processes: Best Practices in Recruiting, Enrollment, Assessment
3. Proactive Intervention and Building a Student Support Network

Describe your partnership's commitment to the professional learning activities listed above and other professional development activities that support adult career pathway capacity building.

Partner agencies (SOAR, Lake Superior College, and ABE) will demonstrate the commitment to participate in a community of practice by ensuring the inclusion of staff and administrator time in the proposed work plan and budget for attendance of FastTRAC online meetings. Other grant partner agencies will support professional learning activities and development through participation in quarterly FastTRAC partner meetings where feedback and coaching will be used to improve the program.

Partners also plan to leverage technical assistance for local capacity building through resources such as Minnesota Career and Technical Education, Center for Law and Social Policy's Alliance for Quality Career Pathways, to continue to learn to better define career pathways in the Duluth/Arrowhead region and align regional resources to ensure accessible, flexible, high-demand career pathways to adult learners.



# Form 3 – Budget Information Summary

A. FISCAL ADMINISTRATION		
<b>Contact Information</b>	Name of Fiscal Agent	SOAR Career Solutions
	Address of Fiscal Agent	205 W. 2 <sup>nd</sup> Street, Suite 101
	Name, Title of Fiscal Contact Person	Emily Edison, Executive Director
	Phone, Fax and Email of Contact Person	218-722-3126 Fax: 218-722-4617 eedison@soarcareers.org
B. PROPOSED BUDGET FOR MN FastTRAC FUNDS		
Cost Category	Requested MN FastTRAC Funds	Matching Funds In-kind or cash match (no minimum required)
1. Total Administration of WSA/Fiscal Agent (SWIFT ACTIVITY 833 Subgrant Administration)	\$10,620	\$10,620
SOAR staff will conduct grant administration, including narrative/financial reporting, partnership coordination, and program oversight.		
Matching funds: In our soon-to-be-completed audit for FY ending 6/30/13, our Management and General percentage is approx 20%. Since this grant only covers 10% of Administrative costs, SOAR will provide another 10% in-kind match.		
2. Total Staff of WSA/Fiscal Agent for Programming (SWIFT ACTIVITY 828 Support Services)	\$37,147	\$21,581
SOAR staff will conduct recruitment, orientation, screening, enrollment, assessment, case management, career exploration, Computer Basics training, STEPS and Career Quest workshops, supportive services, job search, and data management. In addition, SOAR staff will attend the online trainings provided by FastTRAC on general, administration, and navigator topics.		

*1:1 Case Management: Career Specialists spend approx 1 hour/week with each successful training client (excluding time spent on workshops). 1 hr/wk = 52 hrs/yr x 1.5 yr contract = 78 hrs/year per client x 15 clients = 1170 hours.*

*Workshop hours (including all prep/post workshop time): We'll need 2 of each workshop to serve 15 clients.*

*Career Quest = 91 total hours x 2 workshops = 182 hours.*

*STEPS = 41 total hours x 2 workshops = 82 hours.*

*Computer Basics = 37 total hours x 2 workshops = 74 hours.*

*Career Exploration events = 24 total hours x 2 events = 48 hours.*

*Total for all workshops = 386 hours.*

*Staff training – time needed for Professional Learning Plan:*

*General Topics: 5 SOAR staff x 1.5 hrs/meeting x 2 meeting = 15 hours.*

*Administrator Team: 3 SOAR staff x 1.5 hrs/meeting x 3 meeting = 13.5 hours.*

*Navigator topics: 3 SOAR staff x 1.5 hrs/meeting x 3 meeting = 13.5 hours.*

*Total for all trainings = 42 hours.*

*Grand total hours for SOAR staff: 1170 hrs Case Mgmt + 386 hrs Workshops + 42 hrs Trainings = 1598 hours x \$24/hour (includes fringe) = \$38,352 MINUS \$1,205 extra in-kind = \$37,147.*

*Matching funds: To enroll 15 successful clients in this training, we estimate we'll need to recruit/screen at least 30 clients through STEPS and Career Quest workshops, and ½ of the case management time = approx 849 hours x \$24/hr = \$20,376 PLUS \$1,205 extra in-kind = \$21,581.*

**3. Total Direct Support for Participants (SWIFT  
ACTIVITY 870 Participant Support)**

**\$250**

**\$2,400**

*SOAR will provide 2 days worth of Career Exploration workplace tours. We need to rent a van to transport the students from one business to the next. We estimate \$250/day rental and gasoline for a 15-passenger van x 2 days = \$500 MINUS \$250 in-kind = \$250.*

*Matching funds: Based on our estimate that we'll need to recruit/screen at least 30 clients for this grant, we're likely to provide at least 15 additional clients with \$65/client average in Participant Support. In addition, SOAR will cover the costs of the items below as needed (due to reduced grant award):*

<p>SOAR provides a \$40 monthly bus pass for each client, plus an average of \$25/client for miscellaneous needs such as past-due tuition, photo ID, birth certificate, haircut certificate, work clothing, etc). \$65/client x 15 clients = \$975 extra in-kind. SOAR will pay the GED exam costs for students who cannot afford it. We estimate 2 of the 15 clients will need to take the GED exam before enrolling at LSC. We estimate the new "GED 2014" exam will cost \$100 after \$50 state subsidy (the current exam's unsubsidized cost is \$70). \$100 x 2 students = \$200 extra in-kind.</p>		
<p><b>4. Total Grant/Contracted Services (SWIFT</b> ACTIVITY 884 specify who/what services)</p>	<p><b>\$61,235</b></p>	<p><b>\$14,740</b></p>
<p><b>MnSCU</b></p>	<p>\$58,125</p>	<p>\$13,075</p>
<p>MnSCU staff at Lake Superior College (LSC) will offer a "closed-enrollment format" 14-credit Phlebotomy Certificate. Tuition costs include teaching, planning, data management, curriculum development, and the 50% co-teaching time for the ABE instructor. Total tuition cost for the 14-credit Certificate for max of 15 clients = \$61,200 MINUS \$3,075 extra in-kind = \$58,125.</p>		
<p>Matching funds: LSC estimates an additional \$10,000 for in-kind administrative overhead costs.</p>		
<p><b>Workforce</b></p>	<p>\$2,634</p>	<p>\$1,141</p>
<p>Workforce Center staff will conduct NCRC (National Career Readiness Credential) exams. Estimate 2-3 testing sessions needed = approx 4 hours/client to administer the 3-part exam x \$40/hour +\$25 per exam = \$185/client x 15 clients = \$2,775 MINUS \$141 extra in-kind = \$2,634.</p>		
<p>Matching funds: Workforce Center estimates an additional \$1,000 for in-kind administrative overhead costs, PLUS \$141 extra in-kind.</p>		
<p><b>ABE</b></p>	<p>\$476</p>	<p>\$524</p>
<p>ABE staff will provide bridge activities, including TABE testing and brush-up skills. To prepare 15 participants for training, we estimate 6 hours of pre-testing, 2 hours of post-testing, and 12 hours of brush-up teaching = 20 hours x \$25/hour = \$500</p>		

MINUS \$24 extra in-kind. (Note that ABE co-teaching costs are included in LSC tuition).

Matching funds: Based on our estimate that we'll need to recruit/screen at least 30 clients for this grant, ABE is likely to provide at least 15 additional clients with bridge activities, PLUS \$24 extra in-kind.

5. Total Other (SWIFT ACTIVITY 830 Other Activities)	Travel: \$203 Program Materials: \$1,500	Travel: \$0 Program Materials: \$630
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Travel - estimated cost for local travel: 20 miles/mth x 18 months x \$0.565/mile = \$203.

Program Materials: STEPS curriculum: \$100 binder x 15 clients = 1,500.

In Kind: in-house curriculum: Career Quest (\$31/client) and Computer Basics (\$11/client) = \$42 x 15 clients = \$630

<b>GRAND TOTAL</b>	<b>\$110,955</b>	<b>\$49,971</b>
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**BUDGET INSTRUCTIONS**

Expenditures under a funding stream should total the amount of the funding stream allotment.  
 Administration - must not exceed 10% of total award. Includes administrative salaries, supplies, etc., not specific to programming.  
 Contracted services - specify individual amounts for ABE provider, MnSCU, or CBO.





October 31, 2013

Duluth Schools  
Bridge Program  
Angela Sepp  
215 North 1<sup>st</sup> Ave. East  
Duluth, MN 55802

Dear Angela:

Enclosed are two signed originals of the Statement of Agreement between your facility and The College of St. Scholastica for participation in student fieldwork with the Occupational Therapy Program. Please obtain the appropriate signatures and **return one original to me for our records**. ACOTE requires that an original of the Agreement of Understanding be kept on file at the College.

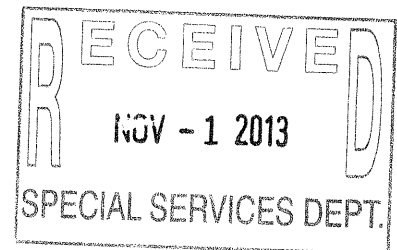
We look forward to continuing to participate with you in the education of both your students and our Occupational Therapy students.

If you have any questions, you may contact me at (218)-723-5967. I would be happy to assist you with any aspects related to fieldwork education that you need.

Sincerely,

(Robin) Michelle Warfel, MOT, OTR/L  
Interim Academic Fieldwork Coordinator  
Department of Occupational Therapy

Enclosure



THE COLLEGE OF ST. SCHOLASTICA  
Duluth, Minnesota

**STATEMENT OF AGREEMENT**

**I. PURPOSE**

This document constitutes an agreement between:

The College of St. Scholastica  
Department of Occupational Therapy  
1200 Kenwood Avenue  
Duluth, MN 55811-4199

(hereinafter referred to as the College)

AND

Bridge Program  
215 North 1<sup>st</sup> Ave. East  
Duluth, MN 55802  
(hereinafter referred to as the Center)

for the purposes of providing supervised clinical experiences for occupational therapy students.

The parties agree that by working together they will be contributing to the fulfillment of health care personnel needs and developing excellence in education and research by providing utilization of community resources. This cooperative effort will supplement client care, and otherwise benefit and enrich the Center through the stimulus of association with the College, its faculty, and students.

**II. MUTUAL AGREEMENTS**

The College and Center mutually agree:

1. to provide an educational opportunity for students to achieve the knowledge and skills necessary for the completeness of the curriculum and the professional competence of the students.
2. that the selection, placement, or advancement of students and/or faculty will not be determined on the basis of race, color, creed, religion, sex, or national origin. Furthermore, all provisions and standards of the 1964 Civil Rights Act and the 1992 Americans with Disabilities Act apply to the agreement.
3. periodic conferences, meetings and exchange visits of the College and clinical staff, and consultation with students will be held to assure continuous evaluation of this portion of the educational program.
4. each shall have equal rights to withdraw any student from assignment to the Center following appropriate consultation with the College and that documentation for withdrawal exists.
5. neither party is responsible for social security, unemployment, or worker's compensation for the students, as the students are not employees, agents or independent contractors of either institution.
6. both shall be familiar with the "*Fieldwork Performance Evaluation For The Occupational Therapy Student*" as published by the American Occupational Therapy Association to ensure a quality clinical education experience for students.

7. the College covenants and agrees to indemnify and save the Center harmless from any and all claims, actions, and courses of actions which may be made or filed against the Center as a result of any injuries to persons or property arising out of any and all acts or omissions of the College or its student interns, and that said indemnity shall include, but not be exclusive of, expenses and attorney fees that may be incurred by Center as a result of afore-described acts or omissions. The Center also covenants and agrees that it shall indemnify and save the College, or its student interns, harmless from any and all claims, demands, actions and courses of actions which may be made or filed against the College or its student interns, as a result of any injuries to persons or property arising out of any and all acts or omissions of the Center, its agents, servants and employees and said indemnity shall also include, but not be exclusive of, expenses and attorney's fees that may be incurred by the College as a result of the afore-described acts or omissions.

### III. THE COLLEGE: RIGHTS, RESPONSIBILITIES AND OBLIGATIONS

The College agrees to:

1. appoint one faculty member as Academic Fieldwork Coordinator to act as liaison between the College, the Center, and the students.
2. immediately notify the Center of changes in college supervisory staff and/or curriculum.
3. be responsible for arranging schedules, for assignment of students in cooperation with the Center, and for providing the Center with the necessary information on the names of students and dates of internship.
4. provide documentation that students are in compliance with the following immunizations and vaccinations prior to the clinical experience at the Center.
  - Date and results of last Mantoux/TB skin test.
  - Dates of measles, mumps, rubella (MMR), Rubella Titer results, Varicella Titer results and/or vaccination date.
  - Dates of Hepatitis B vaccinations or documentation of signed waiver.
  - Date of last tetanus booster or Tdap.
5. provide documentation regarding training in Universal Precautions.
6. conduct background studies required pursuant Minn. Stat. § 245A.04 for students and provide verification of results of the background study (dated less than 12 months before start date) to the Center at least 10 days prior to date student is scheduled to start.

In addition, the College agrees and represents that it will be responsible for conducting federal criminal background checks of all the students who are participating in the clinical experience and who have direct contact with, supervision, counseling, consultation, or medication assistance to patients.

7. recognize that the immediate Fieldwork Educator at the Center shall receive no remuneration from the College, but may utilize those facilities and benefits determined by the College to be afforded to clinical supervisors.
8. provide guidelines and the necessary forms for student evaluation.
9. provide proof of liability insurance coverage specific to the students enrolled in the Occupational Therapy Program.
10. advise students of their responsibility for complying with the existing rules, regulations, and

guidelines for this Statement of Agreement, including but not limited to the student's responsibility in providing the Center with goals and objectives for the internship, proof of health insurance coverage, and current First Aid and Cardiopulmonary Resuscitation (CPR) certification.

11. All College personnel, faculty and students who have access to patient or research medical records shall maintain strict confidentiality with regard to said records and shall not disclose any information contained therein to any person outside the clinical training program in which they are involved.

"The students will maintain the confidentiality of patients' records and will abide by the professional Code of Ethics. To comply with the Health Insurance and Portability and Accountability Act of 1996 (HIPPA), the parties agree that each student shall be required to sign a Confidentiality Agreement substantially in the form of Addendum A attached hereto and incorporated herein by reference".

#### IV. THE CENTER: RIGHTS, RESPONSIBILITIES AND OBLIGATIONS

The Center agrees to:

The Center agrees to:

1. appoint one person as the Fieldwork Educator who will have the responsibility of
  - a. coordinating student internships with the Academic Fieldwork Coordinator of the College's
  - b. Department of Occupational Therapy.
2. collaborate with the College's Academic Fieldwork Coordinator to develop site-specific student learning objectives that correlate to the AOTA evaluation instrument: "*Fieldwork Performance Evaluation For The Occupational Therapy Student*."
3. appoint a Fieldwork Educator who will evaluate and maintain individual records of clinical performance using the "*Fieldwork Performance Evaluation For The Occupational Therapy Student*" as published by the American Occupational Therapy Association.

The Fieldwork Educator shall:

- a. have a minimum of one year of practice experience as an occupational therapist.
  - b. have current certification by NBCOT and meet all state practice regulations.
  - c. have a willingness to work with students by pursuing learning experiences to develop knowledge and skills related to clinical education.
4. immediately notify the Academic Fieldwork Coordinator of problem situations involving a student which have not been remedied through the Center's channels of communication. The Center shall also immediately notify the Academic Fieldwork Coordinator of unsafe or unethical actions taken by a student.
5. be responsible for arranging immediate emergency care in case of student accident or illness, but is not responsible for costs involved, follow-up care, or hospitalization.
6. immediately provide the College information on changes in accreditation by outside agencies, of changes in affiliation/ownership of the Center, and of changes in Fieldwork Educator status.
7. have available for the student it's operating policies and procedures manual and comply with Universal Precautions.
8. ensure that each Fieldwork Educator will:
  - a. provide a planned program of learning experiences in the Center which may include client care, in-service activities, professional meetings, and other activities designed to help the student learn in the clinic setting;

- b. aid in the development of educational material related to fieldwork/clinical education in occupational therapy;
- c. evaluate and discuss with the student at points of midterm and final his/her performance. This evaluation shall be completed in writing at each time period. This form shall be returned to the College no later than two weeks following completion or termination of the student placement assignment.

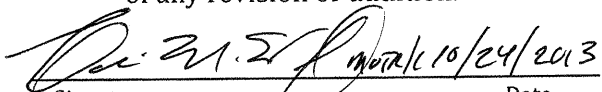
9. provide a written description (appropriate form supplied by the College) of the physical facilities, equipment, and type of experiences available at the Center.

10. provide an environment conducive to safe and ethical practice.

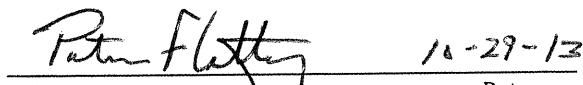
11. retain responsibility for patient care at all times.


**V. TERMS OF AGREEMENT**

1. The term of this Agreement shall commence on **November 1, 2013** and shall continue in full force and effect for a period of five years thereafter, with automatic one-year renewals.
2. Any party may at any time terminate this Agreement, with or without cause, upon sixty (60) days advance written notice to the other parties of its intention to terminate, sent to that party's last known address, unless otherwise agreed by the parties.
3. Revisions to the agreement by either party must be made in writing. Reviewal date will be determined from the last date of any revision or addition.
4. This agreement may be revised or modified at any time by amendments to the agreement upon mutual consent of the parties. All such amendments must be made in writing and signed by the authorized representatives of the parties. Date of review will then be determined from the last date of any revision or addition.

  
 Signature \_\_\_\_\_ Date 10/24/2013  
 Academic Fieldwork Coordinator  
 Department of Occupational Therapy  
 The College of St Scholastica

\_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Manager of Occupational Therapy/Rehab Department

  
 Signature \_\_\_\_\_ Date 10-29-13  
 Vice President for Finance  
 The College of St Scholastica

  
 Signature \_\_\_\_\_ Date 11/8/13  
 Center Administrator

**MEMORANDUM OF UNDERSTANDING  
BETWEEN NYSTROM & ASSOCIATES, LTD AND DULUTH SCHOOL DISTRICT, ISD #709**

**I. BACKGROUND AND INTENT**

This Memorandum of Understanding is between Nystrom & Associates, Ltd, a for-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Nystrom & Associates, Ltd and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to have mental health services available on site at its schools:

WHEREAS, Nystrom & Associates, Ltd. desires to locate co-located therapists and mental health practitioners in Duluth school buildings to provide mental health services such as individual and family therapy.

**Therefore, Nystrom & Associates, Ltd and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.**

**II. ROLES AND RESPONSIBILITIES**

**Roles of Nystrom & Associates, Ltd. and Duluth School District**

It is understood that Nystrom & Associates, Ltd. and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

**Role of Nystrom & Associates, Ltd. community mental health provider**

Students served by Nystrom & Associates, Ltd. are clients of Nystrom & Associates, Ltd., subject to the same rights and responsibilities as clients served in Nystrom & Associates, Ltd. clinic settings.

Nystrom & Associates, Ltd. will;

1. Meet with Duluth schools administration staff to plan a system of mental health service delivery
2. Use name badges with picture ID's to identify mental health practitioners as outside providers
3. Locate mental health practitioner(s) and professionals at Duluth schools in order to provide mental health services
4. Employ and be responsible for its mental health practitioners and professionals placed at Duluth schools
5. Maintain appropriate professional liability insurance
6. Meet with students at times which do not interfere with academic scheduling or other school functions without administrative permission or request
7. Meet with students at times that do not interfere with the delivery of Special Education Services as mandated by the students IEP.
8. Share student/client information with school staff as needed and with the consent of the student/responsible parent.
9. Obtain parental and school administrator (Principal) permission to provide mental health services in the schools

- 10. Maintain and own mental health records of students served
- 11. Obtain insurance and other information necessary to appropriately bill parents and/or 3<sup>rd</sup> party payers for services delivered. The School district shall not be responsible for the cost of services delivered by Nystrom & Associates, Ltd.
- 12. Meet periodically with school administration (Principals) or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

**Role of Duluth School District**

- 1. Meet with Nystrom & Associates, Ltd. administration staff to plan a system of mental health service delivery.
- 2. Meet periodically with Nystrom & Associates, Ltd. administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
- 3. Provide private meeting space for mental health *professionals* that include internet access and a telephone for emergencies.
- 4. Work with Nystrom & Associates, Ltd. to develop an appropriate referral system for co-located services
- 5. Train co-located staff from Nystrom & Associates, Ltd. staff on building policies and procedures
- 6. Provide Nystrom & Associates, Ltd. staff with student schedules in order to meet with approved students.

**III. GENERAL TERMS**

**Terms.** This Memorandum of Understanding will begin effective the date of 10-17-13 and will continue through 10-17-14. This MOU will renew for one year periods effective unlimited unless either party provides written notice of non-renewal two (2) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

**Termination.** Either party may terminate this Agreement by giving the other party two (2) months prior written notice.

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

Signed: Ann Eiden Date: 10/31/2013

~~Brian Nystrom, CEO~~ Ann Eiden, Administrative operations Director

Signed: WCHansen Date: 11/12/13

Bill Hansen, Business Services Director

**AFFILIATION AGREEMENT FOR PLACEMENT  
OF UNIVERSITY OF WISCONSIN STUDENTS**

This Agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin- Superior (hereinafter referred to as "University") and ISD 709-Duluth Schools (hereinafter referred to as "Facility").

In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below.

**THE UNIVERSITY AGREES:**

1. That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to review the University's program; the number of students to be assigned, the academic qualifications and the schedule of those students; and any other matters pertaining to the specific program content proposed by the department; and
2. To provide the Facility with a listing of students who will be participating in the program and to update that listing periodically.

**THE FACILITY AGREES:**

1. To review any Program Memorandum concerning a clinical education program submitted by a school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal; and
2. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of a particular University school or college.

**THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:**

1. The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities;
2. That during the term of this Agreement, the State will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.;

3. That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency;
4. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party; and
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

**TERM OF AGREEMENT:**

This agreement shall be for a term of 3 years, commencing November, 30 2012. It may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other as shown below.

FOR THE UNIVERSITY:

FOR THE FACILITY:

Educational Leadership Department

Office of Business Services

Contact: Sue Masterson 715.394.8579

ISD 709

Center for Academic Service-Learning

215 N 1st Ave East

Contact: Jenice Meyer 715.394.8332

DULUTH, MN 55802

Name of Department Requesting the Agreement: \_\_\_\_\_

Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the specific approval of either party provided they contain provisions relating solely to program arrangements and content.

Any fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

FOR THE UNIVERSITY:

FOR THE FACILITY:

Jan Hanson, Vice Chancellor, Admin & Finance  
Signature of Authorized Official

Bill Hanson  
Signature of Authorized Official

11/22/13  
Date

Name and Title (type or print)

Bill Hanson CFO  
Name and Title (type or print)

Print Form

## **FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT November 2013**

### **Facilities Management – General**

In the past month the maintenance crews have completed 203 work orders, and are currently working on 684 open work orders.

All outdoor facilities have been winterized.

The 3326 Vernon Street house was prepared for the home buyer's inspection and this sale was finalized at a closing on December 5<sup>th</sup>.

Maintenance crews are on scheduled maintenance and focusing on OEMS at this time.

### **Capital Construction:**

The new basketball court for Piedmont is complete except for establishment of sod and grass, which will not be determined until June 2014. Retainage will be held equal to the value of sod and seeded areas.

New sections of lockers were installed at Congdon Park for kindergarten areas.

Final Certificate of Occupancy for MWES has been received. There remain some last punch list items that contractors will complete by end of break.

Additional acoustical panels have been received and will be installed in the Denfeld band room. These panels are required to address some unacceptable reverberation of opposing hard wall surfaces.

### **Operations**

In November, Operations personnel were busy performing the daily functions of the district, cleaning, and operating buildings. The District hired four new custodians to fill current openings and will be adding two more new members as there will be two more retirements in December. The new hires will be replacing the engineer at Macarthur and a custodian at Stowe. Both of these employees were long-term employees each having over 30 years of experience. Facilities Management would like to thank them for their dedicated service and we will miss them.

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

- Claims Review:
  - A claims review was held. Our liability for a significant 2010 injury was reduced where it was determined the injury was due to a condition that pre-existed that insurance coverage. This attributed to a reduction in the experience modification rate to 1.08 and a \$22,000 premium savings.
- Emergency Response Crisis Management
  - A second antenna was added to Denfeld to assist in radio contact in “dead zones” in the building.
- Workers' Compensation Activities
  - OSHA Recordables

- 1 Lost Time: Lower back – Herniated disk from driving a bus
  - Incidents Reported: 21 injuries reported.
- Safety Training
  - Hazardous communication safety training was sent out to several employee groups. The training updates employees on the new regulations. New labeling and MSDS's (now SDS's) will be required in the future. Training will be completed through the APEX online training system and includes a test at the end of the training.
- District-wide Continuous Improvement Plan:
  - The team met to review workers' compensation trends to determine where the focus should be to reduce injuries and costs.
  - Playground inspections were conducted by the team to determine gaps in the playground monitoring/monitor training process.

### **Risk Management**

There have been no significant reportable incidents or claims relating to insurance policies for general liability, property, auto, and school leader's legal liability.

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2014

102

FQA: 06-870-215-386-JOB

ALT FACILITIES/DENFELD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/24/2013	DFLD APP 3		00631424	V106591	TEST & BALANCE ASSOCIATES INC	DENFELD APPLICATION 3	870161	OH	22,917.50	0.00	22,917.50
<b>Object 152000</b>							<b>Total:</b>		22,917.50	0.00	22,917.50
<b>FQA 06-870-215-386-JOB</b>							<b>Total:</b>		22,917.50	0.00	22,917.50

FQA: 06-870-220-386-JOB

ALT FACILITIES/EAST

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/24/2013	EAST FINAL		00631418	V00917	LIPE BROS CONST INC	EAST MIDDLE FINAL APP	870161	OH	15,930.30	0.00	15,930.30
10/24/2013	EAST FINAL		00631416	V106640	KREMER & DAVIS INC	EAST MIDDLE FINAL APP	870161	OH	4,224.00	0.00	4,224.00
<b>Object 152000</b>							<b>Total:</b>		20,154.30	0.00	20,154.30
<b>FQA 06-870-220-386-JOB</b>							<b>Total:</b>		20,154.30	0.00	20,154.30

FQA: 06-870-435-386-JOB

ALT FACILITIES/CONGDON PARK

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/24/2013	CGDN 9/13		00631415	V105888	KRAUS-ANDERSON	SEPT 13 REIMBURSABLES	870161	OH	1,453.94	0.00	1,453.94
10/24/2013	869		00631414	V106763	KELLEHER CONSTRUCTION	CONGDON APPLICATION 13	870161	OH	2,088.25	0.00	2,088.25
10/24/2013	CGDN APP 10		00631409	V108048	CUSTOM DRYWALL INC	CONGDON APPLICATION 10	870161	OH	6,286.53	0.00	6,286.53
10/24/2013	PGM MGMT		00631413	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 63	870161	OH	6,889.12	0.00	6,889.12
10/24/2013	CGDN APP 9		00631418	V00917	LIPE BROS CONST INC	CONGDON APPLICATION 9	870161	OH	5,428.54	0.00	5,428.54
10/24/2013	CGDN KA		00631413	V87763	JOHNSON CONTROLS INC	CONGDON KRAUS 9/13	870161	OH	5,075.77	0.00	5,075.77
10/24/2013	CGDN PROF		00631413	V87763	JOHNSON CONTROLS INC	CONGDON PROFESSIONAL FEE 32	870161	OH	23,974.50	0.00	23,974.50
10/24/2013	PGM MGMT		00631413	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 63	870161	OH	2,097.40	0.00	2,097.40
10/28/2013	7557	242509	00631461	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	870467	OH	33,853.68	0.00	33,853.68
<b>Object 152000</b>							<b>Total:</b>		87,147.73	0.00	87,147.73
<b>FQA 06-870-435-386-JOB</b>							<b>Total:</b>		87,147.73	0.00	87,147.73

FQA: 06-870-470-386-JOB

ALT FACILITIES/MYERS-WILKINS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
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GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
Fiscal Year: 2014

103

10/24/2013	MWE APP 15	00631423	V105887	SHANNON'S INC	MYERS-WILKINS APP 15	870161	OH	3,686.53	0.00	3,686.53	
10/24/2013	MWE 9/13	00631408	V107094	BOSSARDT CORPORATION	SEPT 13 REIMBURSABLES	870161	OH	206.84	0.00	206.84	
10/24/2013	PGM MGMT	00631413	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 63	870161	OH	600.00	0.00	600.00	
10/24/2013	MWE PROF	00631413	V87763	JOHNSON CONTROLS INC	MWE PROFESSIONAL FEE APP 30	870161	OH	36,214.00	0.00	36,214.00	
10/24/2013	MWE BOSS	00631413	V87763	JOHNSON CONTROLS INC	MYERS-WILKINS BOSS 9/13	870161	OH	7,990.56	0.00	7,990.56	
10/24/2013	12230-16	00631422	V106831	RTL CONSTRUCTION	MYERS-WILKINS APP 16	870161	OH	2,252.60	0.00	2,252.60	
10/24/2013	MWE APP 6	00631420	V107336	NORTHLAND FLOORING &	MYERS-WILKINS APP 6	870161	OH	3,188.12	0.00	3,188.12	
10/24/2013	MWE APP 3	00631424	V106591	TEST & BALANCE ASSOCIATES IN	MYERS-WILKINS APP 3	870161	OH	10,046.25	0.00	10,046.25	
10/24/2013	MWE APP 3	00631412	V106832	HUFCOR MINNESOTA LLC	MYERS-WILKINS APP 3	870161	OH	6,056.25	0.00	6,056.25	
10/24/2013	MWE APP 2	00631424	V106591	TEST & BALANCE ASSOCIATES IN	MYERS-WILKINS APP 2	870161	OH	10,046.25	0.00	10,046.25	
<b>Object 152000</b>								<b>Total:</b>	80,287.40	0.00	80,287.40
<b>FQA 06-870-470-386-JOB</b>								<b>Total:</b>	80,287.40	0.00	80,287.40

**FQA: 06-871-215-000-000                      GF SAVINGS-DENFELD**

**Object: 152000                      BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/31/2013	C LULOF			V104923	HARRIS BANK	GOODIN COMPANY,06125	870851	OH	855.90	0.00	855.90
<b>Object 152000</b>								<b>Total:</b>	855.90	0.00	855.90
<b>FQA 06-871-215-000-000</b>								<b>Total:</b>	855.90	0.00	855.90

**FQA: 06-871-220-000-000                      GEN FUND SAVINGS-EAST**

**Object: 152000                      BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/31/2013	C LULOF			V104923	HARRIS BANK	GOODIN COMPANY,06125	870851	OH	427.95	0.00	427.95
<b>Object 152000</b>								<b>Total:</b>	427.95	0.00	427.95
<b>FQA 06-871-220-000-000</b>								<b>Total:</b>	427.95	0.00	427.95

**FQA: 06-871-435-000-000                      GEN FUND SAVINGS-CONGDON PK**

**Object: 118501                      OVERTIME,SHIFT DIFFERENTIAL**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/11/2013	02210DP	EARN REG		7066		BERNDT, BETTY                      GRS.	868258	3	89.68	0.00	89.68
10/25/2013	02220DP	EARN REG		7066		BERNDT, BETTY                      GRS.	870025	3	122.29	0.00	122.29
<b>Object 118501</b>								<b>Total:</b>	211.97	0.00	211.97

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2014  
 Object: 121000 FICA/MEDICARE

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/11/2013	02210DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	868258	2	5.78	0.00	5.78
10/25/2013	02220DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	870025	2	7.92	0.00	7.92
<b>Object 121000</b>							<b>Total:</b>		13.70	0.00	13.70

**Object: 121400 PERA**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/11/2013	02210DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	868258	2	6.50	0.00	6.50
10/25/2013	02220DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	870025	2	8.86	0.00	8.86
<b>Object 121400</b>							<b>Total:</b>		15.36	0.00	15.36

**Object: 127000 WORKERS COMPENSATION**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/11/2013	02210DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	868258	2	0.36	0.00	0.36
10/25/2013	02220DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	870025	2	0.43	0.00	0.43
<b>Object 127000</b>							<b>Total:</b>		0.79	0.00	0.79

**Object: 128000 UNEMPLOYMENT COMPENSATION**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/11/2013	02210DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	868258	2	0.63	0.00	0.63
<b>Object 128000</b>							<b>Total:</b>		0.63	0.00	0.63

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/10/2013	110820	309952	00631267	V108306	SPORTS IMPORTS	FP1 TAPERED UPRIGHT SAFETY PAD	868339	OH	490.00	0.00	490.00
10/10/2013	110820	309952	00631267	V108306	SPORTS IMPORTS	HM50 TECHNORA VOLLEYBALL NET	868339	OH	355.00	0.00	355.00
10/10/2013	110820	309952	00631267	V108306	SPORTS IMPORTS	HDNR-R HEAVY DUTY NET RATCHET	868339	OH	320.00	0.00	320.00
10/10/2013	110820	309952	00631267	V108306	SPORTS IMPORTS	AL10 ALUMINUM VOLLEYBALL UPRIG	868339	OH	2,110.00	0.00	2,110.00
10/18/2013	110929	309952	00631367	V108306	SPORTS IMPORTS	NA2 VOLLEYBALL NET ANTENNAS (P	869425	OH	115.00	0.00	115.00
10/24/2013	CGDN 9/13		00631415	V105888	KRAUS-ANDERSON	SEPT 13 REIMBURSABLES	870161	OH	726.97	0.00	726.97
10/24/2013	CGDN APP 10		00631409	V108048	CUSTOM DRYWALL INC	CONGDON APPLICATION 10	870161	OH	1,379.97	0.00	1,379.97
10/24/2013	CGDN APP 2		00631411	V108301	HOFFMAN & MCNAMARA CO	CONGDON APPLICATION 2	870161	OH	20,890.50	0.00	20,890.50
10/24/2013	CGDN APP 4		00631406	V108046	BEN'S STRUCTURAL	CONGDON APPLICATION 4	870161	OH	4,569.52	0.00	4,569.52
10/24/2013	CGDN APP 5		00631419	V62693	NORTHLAND CONSTRUCTORS INC	CONGDON APPLICATION 5	870161	OH	177,574.00	0.00	177,574.00
10/24/2013	CGDN APP 5		00631421	V106725	RED CEDAR STEEL ERECTORS INC	CONGDON APPLICATION 5	870161	OH	6,660.83	0.00	6,660.83
10/24/2013	CGDN APP 9		00631418	V00917	LIPE BROS CONST INC	CONGDON APPLICATION 9	870161	OH	11,508.50	0.00	11,508.50
10/24/2013	869		00631414	V106763	KELLEHER CONSTRUCTION	CONGDON APPLICATION 13	870161	OH	12,181.47	0.00	12,181.47

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10/24/2013	CGDN KA	00631413	V87763	JOHNSON CONTROLS INC	CONGDON KRAUS 9/13	870161	OH	2,537.89	0.00	2,537.89	
10/24/2013	PGM MGMT	00631413	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 63	870161	OH	2,460.40	0.00	2,460.40	
10/24/2013	CGDN PROF	00631413	V87763	JOHNSON CONTROLS INC	CONGDON PROFESSIONAL FEE 32	870161	OH	11,987.25	0.00	11,987.25	
10/24/2013	FFE APP 8	00631413	V87763	JOHNSON CONTROLS INC	FF & E FINAL APP	870161	OH	6,271.10	0.00	6,271.10	
10/24/2013	PGM MGMT	00631413	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 63	870161	OH	749.08	0.00	749.08	
10/28/2013	505139415 242506	00631472	V00917	LIPE BROS CONST INC	BUILDING ACQUISITION/CONSTRUCT	870467	OH	10,273.00	0.00	10,273.00	
<b>Object 152000</b>								<b>Total:</b>	273,160.48	0.00	273,160.48
<b>FQA 06-871-435-000-000</b>								<b>Total:</b>	273,402.93	0.00	273,402.93

**FQA: 06-871-470-000-000**

**GEN FUND SAVINGS MYERS-WILKINS**

**Object: 118501 OVERTIME,SHIFT DIFFERENTIAL**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/11/2013	02210DP	EARN REG		7066		BERNDT, BETTY GRS.	868258	3	89.68	0.00	89.68
10/25/2013	02220DP	EARN REG		7066		BERNDT, BETTY GRS.	870025	3	122.29	0.00	122.29
<b>Object 118501</b>								<b>Total:</b>	211.97	0.00	211.97

**Object: 121000 FICA/MEDICARE**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/11/2013	02210DP	CONT REG		N/A..N/A		GF SAVING-GRANT	868258	2	5.77	0.00	5.77
10/25/2013	02220DP	CONT REG		N/A..N/A		GF SAVING-MYERS	870025	2	7.92	0.00	7.92
<b>Object 121000</b>								<b>Total:</b>	13.69	0.00	13.69

**Object: 121400 PERA**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/11/2013	02210DP	CONT REG		N/A..N/A		GF SAVING-GRANT	868258	2	6.50	0.00	6.50
10/25/2013	02220DP	CONT REG		N/A..N/A		GF SAVING-MYERS	870025	2	8.87	0.00	8.87
<b>Object 121400</b>								<b>Total:</b>	15.37	0.00	15.37

**Object: 127000 WORKERS COMPENSATION**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/11/2013	02210DP	CONT REG		N/A..N/A		GF SAVING-GRANT	868258	2	0.36	0.00	0.36
10/25/2013	02220DP	CONT REG		N/A..N/A		GF SAVING-MYERS	870025	2	0.43	0.00	0.43
<b>Object 127000</b>								<b>Total:</b>	0.79	0.00	0.79

**Object: 128000 UNEMPLOYMENT COMPENSATION**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/11/2013	02210DP	CONT REG		N/A..N/A		GF SAVING-GRANT	868258	2	0.63	0.00	0.63

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Object 128000 Total: 0.63 0.00 0.63

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/14/2013	78806	241375	00631193	V100769	AMERICAN ENGINEERING &	BUILDING ACQUISITION/CONSTRUCT	868687	OH	420.00	0.00	420.00
10/24/2013	12230-16		00631422	V106831	RTL CONSTRUCTION	MYERS-WILKINS APP 16	870161	OH	1,279.89	0.00	1,279.89
10/24/2013	FFE APP 8		00631413	V87763	JOHNSON CONTROLS INC	FF & E FINAL APP	870161	OH	5,485.40	0.00	5,485.40
10/24/2013	MWE 9/13		00631408	V107094	BOSSARDT CORPORATION	SEPT 13 REIMBURSABLES	870161	OH	103.42	0.00	103.42
10/24/2013	120230-12		00631425	V102745	VEIT AND COMPANY INC	MYERS-WILKINS APP 12	870161	OH	2,827.20	0.00	2,827.20
10/24/2013	MWE APP 15		00631423	V105887	SHANNON'S INC	MYERS-WILKINS APP 15	870161	OH	1,015.13	0.00	1,015.13
10/24/2013	PGM MGMT		00631413	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 63	870161	OH	300.00	0.00	300.00
10/24/2013	MWE APP 2		00631424	V106591	TEST & BALANCE ASSOCIATES INC	MYERS-WILKINS APP 2	870161	OH	2,009.25	0.00	2,009.25
10/24/2013	MWE APP 3		00631424	V106591	TEST & BALANCE ASSOCIATES INC	MYERS-WILKINS APP 3	870161	OH	2,009.25	0.00	2,009.25
10/24/2013	MWE APP 6		00631420	V107336	NORTHLAND FLOORING &	MYERS-WILKINS APP 6	870161	OH	12,398.26	0.00	12,398.26
10/24/2013	MWE BOSS		00631413	V87763	JOHNSON CONTROLS INC	MYERS-WILKINS BOSS 9/13	870161	OH	3,995.28	0.00	3,995.28
10/24/2013	MWE PROF		00631413	V87763	JOHNSON CONTROLS INC	MWE PROFESSIONAL FEE APP 30	870161	OH	18,107.00	0.00	18,107.00
10/28/2013	43512	730518	00631452	V21320	ESC SYSTEMS	#100-5886 FOR MYERS-WILKINS SC	870467	OH	1,232.00	0.00	1,232.00
10/28/2013	43512	730518	00631452	V21320	ESC SYSTEMS	INSTALLATION LABOR TO SET UP A	870467	OH	180.00	0.00	180.00
10/31/2013	FACMGMT			V104923	HARRIS BANK	FLAGSHIP RECREATION	870851	OH	64.00	0.00	64.00
<b>Object 152000 Total:</b>									51,426.08	0.00	51,426.08
<b>FQA 06-871-470-000-000 Total:</b>									51,668.53	0.00	51,668.53

**FQA: 06-873-350-000-000**

**LRFPLINCOLN PK MIDDLE SCHOOL**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/04/2013	363911	240913	00631117	V106086	GOLDER ASSOCIATES INC	BUILDING ACQUISITION/CONSTRUCT	867697	OH	1,961.66	0.00	1,961.66
10/14/2013	36618	241373	00631190	V07422	AIM ELECTRONICS INC	BUILDING ACQUISITION/CONSTRUCT	868687	OH	62.00	0.00	62.00
10/14/2013	803304315	241371	00631241	V21575	L H B ENGINEERS AND	BUILDING ACQUISITION/CONSTRUCT	868687	OH	3,175.50	0.00	3,175.50
10/15/2013	000035.11310241596		00631321	V92312	FRYBERGER BUCHANAN SMITH &	BUILDING ACQUISITION/CONSTRUCT	868894	OH	482.87	0.00	482.87
10/18/2013	000038.11308		00631321	V92312	FRYBERGER BUCHANAN SMITH &	BUILDING ACQUISITION/CONSTRUCT	869425	OH	55.25	0.00	55.25
10/18/2013	7541	241877	00631326	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	869425	OH	3,222.02	0.00	3,222.02
10/23/2013	0431180-IN	309939	00631435	V101638	BEACON ATHLETICS	125-515-269 PREMIUM FENCE GUAR	870014	OH	891.00	0.00	891.00
10/24/2013	WMS FINAL		00631417	V106835	LEJEUNE STEEL COMPANY	WEST MIDDLE FINAL APP	870161	OH	77,785.00	0.00	77,785.00
10/24/2013	WMS 6-9/13		00631413	V87763	JOHNSON CONTROLS INC	6/10-9/6/13 REIMBURSABLES	870161	OH	30,000.00	0.00	30,000.00
10/24/2013	WMS FINAL		00631418	V00917	LIPE BROS CONST INC	WEST MIDDLE FINAL APP	870161	OH	2,538.55	0.00	2,538.55
10/28/2013	803304316	242511	00631468	V21575	L H B ENGINEERS AND	BUILDING ACQUISITION/CONSTRUCT	870467	OH	1,591.00	0.00	1,591.00
10/31/2013	C LULOF			V104923	HARRIS BANK	GOODIN COMPANY,06125	870851	OH	427.95	0.00	427.95

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Object 152000 Total: 122,192.80 0.00 122,192.80  
FQA 06-873-350-000-000 Total: 122,192.80 0.00 122,192.80

**FQA: 06-873-550-000-000 LRFPIEDMONT LINCOLN**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/24/2013	PIED APP 1		00631407	V108328	BILLMAN CONSTRUCTION INC	BASKETBALL COURT APP 1	870161	OH	23,459.78	0.00	23,459.78
<b>Object 152000 Total:</b>									23,459.78	0.00	23,459.78
<b>FQA 06-873-550-000-000 Total:</b>									23,459.78	0.00	23,459.78

**FQA: 06-874-525-000-000 COP 2010C-LAURA MACARTHUR**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/24/2013	LMAC APP 8		00631410	V107852	HIBBING EXCAVATING INC	MACARTHUR APPLICATION 8	870161	OH	564.51	0.00	564.51
<b>Object 152000 Total:</b>									564.51	0.00	564.51
<b>FQA 06-874-525-000-000 Total:</b>									564.51	0.00	564.51

**FQA: 06-876-215-000-000 COP 2012A-DENFELD**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/16/2013	CR077315	34011		N/A..N/A		BOSSARDT CORP REIMB/DENFELD RE	871185	CR	0.00	1,196.00	-1,196.00
10/16/2013	CR077316	16878		N/A..N/A		FOSTER, JQACOBS REIMB/DENFELD	871185	CR	0.00	1,196.00	-1,196.00
<b>Object 152000 Total:</b>									0.00	2,392.00	-2,392.00
<b>FQA 06-876-215-000-000 Total:</b>									0.00	2,392.00	-2,392.00

**FQA: 06-876-220-000-000 COP 2012A-EAST HIGH SCHOOL**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/14/2013	36621	241374	00631190	V07422	AIM ELECTRONICS INC	BUILDING ACQUISITION/CONSTRUCT	868687	OH	285.00	0.00	285.00
<b>Object 152000 Total:</b>									285.00	0.00	285.00
<b>FQA 06-876-220-000-000 Total:</b>									285.00	0.00	285.00

**FQA: 06-876-320-000-000 COP 2012A-EAST HS**

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 Object: 152000

**BUILDING ACQUISITION/CONSTRUCT**

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Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/15/2013	000038.11310241597		00631321	V92312	FRYBERGER BUCHANAN SMITH & BUILDING ACQUISITION/CONSTRUCT		868894	OH	358.80	0.00	358.80
10/18/2013	000038.11308241890		00631321	V92312	FRYBERGER BUCHANAN SMITH & BUILDING ACQUISITION/CONSTRUCT		869425	OH	176.80	0.00	176.80
							<b>Object 152000</b>	<b>Total:</b>	535.60	0.00	535.60
							<b>FQA 06-876-320-000-000</b>	<b>Total:</b>	535.60	0.00	535.60

**FQA: 06-876-435-000-000 COP 2012A-CONGDON PARK**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/24/2013	869		00631414	V106763	KELLEHER CONSTRUCTION	CONGDON APPLICATION 13	870161	OH	3,132.38	0.00	3,132.38
10/24/2013	CGDN PROF		00631413	V87763	JOHNSON CONTROLS INC	CONGDON PROFESSIONAL FEE 32	870161	OH	11,987.25	0.00	11,987.25
10/24/2013	CGDN 9/13		00631415	V105888	KRAUS-ANDERSON	SEPT 13 REIMBURSABLES	870161	OH	726.96	0.00	726.96
10/24/2013	PGM MGMT		00631413	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 63	870161	OH	149.82	0.00	149.82
10/24/2013	PGM MGMT		00631413	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 63	870161	OH	492.08	0.00	492.08
10/24/2013	CGDN APP 4		00631406	V108046	BEN'S STRUCTURAL	CONGDON APPLICATION 4	870161	OH	6,854.28	0.00	6,854.28
10/24/2013	CGDN APP 5		00631421	V106725	RED CEDAR STEEL ERECTORS INC	CONGDON APPLICATION 5	870161	OH	5,449.77	0.00	5,449.77
10/24/2013	CGDN APP 9		00631418	V00917	LIPE BROS CONST INC	CONGDON APPLICATION 9	870161	OH	4,777.11	0.00	4,777.11
10/24/2013	CGDN KA		00631413	V87763	JOHNSON CONTROLS INC	CONGDON KRAUS 9/13	870161	OH	2,537.88	0.00	2,537.88
							<b>Object 152000</b>	<b>Total:</b>	36,107.53	0.00	36,107.53
							<b>FQA 06-876-435-000-000</b>	<b>Total:</b>	36,107.53	0.00	36,107.53

**FQA: 06-876-470-000-000 COP 2012A-MEYERS WILKINS**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/18/2013	000038.11308		00631321	V92312	FRYBERGER BUCHANAN SMITH & BUILDING ACQUISITION/CONSTRUCT		869425	OH	55.25	0.00	55.25
10/24/2013	MWE APP 6		00631420	V107336	NORTHLAND FLOORING &	MYERS-WILKINS APP 6	870161	OH	2,125.42	0.00	2,125.42
10/24/2013	MWE BOSS		00631413	V87763	JOHNSON CONTROLS INC	MYERS-WILKINS BOSS 9/13	870161	OH	7,990.56	0.00	7,990.56
10/24/2013	MWE PROF		00631413	V87763	JOHNSON CONTROLS INC	MWE PROFESSIONAL FEE APP 30	870161	OH	36,214.00	0.00	36,214.00
10/24/2013	MWE APP 3		00631418	V00917	LIPE BROS CONST INC	MYERS-WILKINS APP 3	870161	OH	33,535.00	0.00	33,535.00
10/24/2013	PGM MGMT		00631413	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 63	870161	OH	100.00	0.00	100.00
10/24/2013	MWE APP 3		00631424	V106591	TEST & BALANCE ASSOCIATES INC	MYERS-WILKINS APP 3	870161	OH	1,339.50	0.00	1,339.50
10/24/2013	12230-16		00631422	V106831	RTL CONSTRUCTION	MYERS-WILKINS APP 16	870161	OH	1,587.06	0.00	1,587.06
10/24/2013	MWE APP 2		00631424	V106591	TEST & BALANCE ASSOCIATES INC	MYERS-WILKINS APP 2	870161	OH	1,339.50	0.00	1,339.50
10/24/2013	MWE APP 15		00631423	V105887	SHANNON'S INC	MYERS-WILKINS APP 15	870161	OH	641.14	0.00	641.14

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
Fiscal Year: 2014

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10/24/2013	MWE 9/13	00631408	V107094	BOSSARDT CORPORATION	SEPT 13 REIMBURSABLES	870161	OH	206.83	0.00	206.83
						<b>Object 152000</b>	<b>Total:</b>	85,134.26	0.00	85,134.26
						<b>FQA 06-876-470-000-000</b>	<b>Total:</b>	85,134.26	0.00	85,134.26

**FQA: 06-876-525-000-000                      COP 2012A-LAURA MACARTHUR**

**Object: 152000                      BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/24/2013	LMAC APP 8		00631410	V107852	HIBBING EXCAVATING INC	MACARTHUR APPLICATION 8	870161	OH	42,282.74	0.00	42,282.74
						<b>Object 152000</b>	<b>Total:</b>		42,282.74	0.00	42,282.74
						<b>FQA 06-876-525-000-000</b>	<b>Total:</b>		42,282.74	0.00	42,282.74
						<b>Grand Total:</b>			847,424.46	2,392.00	845,032.46

# Memorandum

**To:** School Board Members

**From:** Kerry M. Leider

**Date:** November 30, 2013



**Re:** Long-range Facilities Plan Change Order Approval Information

Pursuant to School Board Resolution #B-8-08-2565, the following Change Orders pertaining to the Long-range Facilities Plan were signed by Bill Hanson during the month of November:

## **Congdon Park Elementary School**

### **Congdon Park ES LRFP – Painting**

Change Order #4 Bid 1224, BP #3 (WS #20) – Prindle Painting, Inc.  
Change Order decrease to omit painting in the mechanical room

**Deduct: \$860.00**

All Change Orders for Congdon Park Elementary School as listed above reflect a total decrease of \$860.00

## **Myers-Wilkins (Grant) Elementary School**

### **Myers-Wilkins ES LRFP – Masonry**

Change Order #9, Bid 1215, BP #1, (Contract #0420) – Bedrock-Flint, Inc  
Change Order increase to install the 2<sup>nd</sup> and 3<sup>rd</sup> floor stairs

**Add: \$1,748.00**

### **Myers-Wilkins ES LRFP – Steel Erection**

Change Order #3, Bid 1215, BP #1, (Contract #0510) – Industrial Construction Specialists  
Change Order increase to install the 2<sup>nd</sup> floor landing

**Add: \$1,650.00**

### **Myers-Wilkins ES LRFP – Acoustical Ceilings/Panels**

Change Order #4, Bid 1215, BP #1, (Contract #0950) – Twin City Acoustics, Inc  
Change Order increase to provide bent metal soffits and jambs

**Add: \$2,185.00**

**Myers-Wilkins ES LRFPP – Plumbing and Heat Piping**

Change Order #15, Bid 1215, BP #1, (Contract #2200) – Shannon’s, Inc.

Change Order increase to furnish and install cane aprons on six water coolers and for ADA accessibility upgrades for the shower

**Add: \$3,858.00**

All Change Orders for Myers-Wilkins Elementary School as listed above reflect a total increase of \$9,441.00

**Ordean East Middle School****Ordean East MS LRFPP – Demolition**

Change Order #11, Bid 1165, WS #1 – Gladstone Construction, Inc

Change Order increase to remove the incinerator, concrete, and concrete dust collector at the boiler room; demo the sub-flooring wood framing in the choir room; salvage the choral racking, demo the ships ladder and platform in the boiler room; demo the temporary ceiling in the temporary hallway; and demo the sheetrock ceiling in room 3133, pegboard in hall 4130 and salvage block for the kitchen remodel

**Add: \$8,700.00**

**Ordean East MS LRFPP – Demolition**

Change Order #12, Bid 1165, WS #1 – Gladstone Construction, Inc

Change Order decrease to eliminate saw cutting on level 1 and credit demo for locker room revisions

**Deduct: \$4,360.00**

**Ordean East MS LRFPP – Demolition**

Change Order #13, Bid 1165, WS #1 – Gladstone Construction, Inc

Change Order increase to cut two lintel pockets for ducts

**Add: \$660.00**

**Ordean East MS LRFPP – Demolition**

Change Order #14, Bid 1165, WS #1 – Gladstone Construction, Inc

Change Order decrease to demo brick on the wall near the new door; provide additional demo due to an enlarged opening; clean up after iron workers near the attic, which has been back charged to Northern Industrial Erectors; remove 4” masonry wall at the boiler room landing and delete VCT and ACT demo

**Deduct: \$1,135.00**

**Ordean East MS LRFPP – Demolition**

Change Order #15, Bid 1165, WS #1 – Gladstone Construction, Inc

Change Order increase to demo the picture molding in the corridors on level 2

**Add: \$1,881.00**

**Ordean East MS LRFP – Demolition**

Change Order #16, Bid 1165, WS #1 – Gladstone Construction, Inc  
Change Order decrease to clean and polish reused marble; provide an opening for the door; for additional cutting due to excess thickness of the wall; to modify Smartboard locations; provide a credit to leave the wood wall between room 2153 and 2150 and a back charge for additional painting done by Fransen Decorating

**Deduct: \$10,408.00**

**Ordean East MS LRFP – Casework, Custom Cabinets and Solid Polymer Fabrications**

Change Order #8, Bid 1165, WS #9 – Gladstone Construction, Inc  
Change Order decrease to delete the wire grille doors for the music casework

**Deduct: \$4,648.00**

**Ordean East MS LRFP – Casework, Custom Cabinets and Solid Polymer Fabrications**

Change Order #9, Bid 1165, WS #9 – Gladstone Construction, Inc  
Change Order increase to add locks to the nurse's office at room 2161

**Add: \$439.00**

**Ordean East MS LRFP – Casework, Custom Cabinets and Solid Polymer Fabrications**

Change Order #10, Bid 1165, WS #9 – Gladstone Construction, Inc  
Change Order increase to provide one additional 12" base cabinet, filler panel and finished end in the FACS lab

**Add: \$679.00**

**Ordean East MS LRFP – Casework, Custom Cabinets and Solid Polymer Fabrications**

Change Order #11, Bid 1165, WS #9 – Gladstone Construction, Inc  
Change Order decrease to credit for a field fix for the countertop wood trim edging in room 2132

**Deduct: \$3,000.00**

All Change Orders for Ordean East Middle School as listed above reflect a total decrease of \$11,192.00

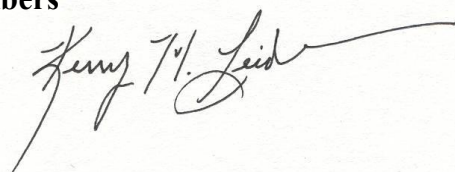
All project Change Orders listed on this report are available for review by School Board members upon request. If you wish to have copies of this information, please contact the Facilities Management office.

# Memorandum

**To:** School Board Members

**From:** Kerry M. Leider

**Date:** November 27, 2013



**Re:** Long-range Facilities Plan Construction or Professional Service Contracts

Pursuant to School Board Resolution #B-8-09-2660 the following Professional Service contracts pertaining to the Long-range Facilities Plan were signed by Bill Hanson during the month of November:

<u>Contractor</u>	<u>Amount</u>	<u>Description</u>
LHB	\$34,000.00	Master Services Agreement District-wide – In-kind Professional Services
LHB	(\$ 5,900.00)	Master Services Agreement Request #1 – HOCHS Capital Improvement Assessment

The contract listed above is available for review by School Board members upon request. If you wish to have copies of this information, please contact the Facilities Management Office.