

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

Duluth Public Schools, ISD 709

### Agenda

Tuesday, June 17, 2014

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

### **1. Financial Report**

- |  |           |
|--|-----------|
| A. <u>Financial Report</u>                         | <u>5</u>  |
| B. <u>Approval of Payment of Claims</u>            |           |
| This item is attached as an "extra" on board book. |           |
| C. <u>Budget Revisions</u>                         | <u>30</u> |
| D. <u>Wire Transfers</u>                           | <u>32</u> |
| E. <u>Investment Transactions</u>                  | <u>33</u> |
| F. <u>WADM Projections</u>                         | <u>34</u> |
| G. <u>Fund Raisers</u>                             | <u>35</u> |
| H. <u>Investments in School Children</u>           | <u>36</u> |

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

- |  |           |
|--|-----------|
| A. <u>Bids</u>   |           |
| 1) <u>Bid 1233 - Dairy</u>   | <u>37</u> |
| Bids for Dairy Products for Child Nutrition for the period July 1, 2014 through June 30, 2016 were advertised. There was one response from Kemps LLC in the amount of \$241,350.00 |           |

Recommendation: It is recommended that the bid as submitted by Kemps LLC be accepted. The second year renewal by mutual agreement is subject to the same conditions shown in the specifications.

- |  |           |
|--|-----------|
| 2) <u>Bid 1234 - Pizza</u>   | <u>39</u> |
| Bids for the production and delivery of pizza for Child Nutrition for the period September 2, 2014 through June 30, 2016 were advertised. There were two responses. D & S Pizza Inc. (Domino's) submitted the low bid in the amount of \$108,000.00. |           |

Recommendation: It is recommended that the low bid meeting specification as submitted by D & S Pizza Inc., in the total (estimated amount for the first year of \$108,000.00 be accepted. The second year renewal by mutual agreement is subject to the same conditions shown in the specifications.

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

1) RFP 300 – Vehicle Fuel Requirements 41

Requests for Proposals for the purchase of district wide vehicle fuel requirements were advertised. The total is for a twelve month period July 1, 2014 through June 30, 2015 is based on an estimated 72,000 gallon consumption. The low bid was submitted by Holiday Station Stores in the estimated amount of \$248,491.00. The overall contract is through June 30, 2018 with renewals by mutual agreement.

Recommendation: It is recommended that the Duluth School Board approve the contract with Holiday Station Stores in the total estimated amount of \$248,491.00, with renewals through June 20, 2018 by mutual agreement.

C. Quotes

1) Quote #4164 – District-wide Carpentry Labor 43

District-wide Carpentry Labor – Donald Holm Construction Company, Inc. - \$24,236.00

Recommendation: It is recommended the School Board approve entering into a contract with the firm listed above based on their low responsive quote as shown on the Quote Tab and Letter of Recommendation, as provided in response to Quote #4164 – District-wide Carpentry Labor. It is further recommended that the Duluth School Board approve the two (2) additional contract extension options through June 2017, if the amount is determined acceptable by the Director of Business Services and the Property and Risk Manager.

2) Quote #4166 – Disposable Air Filters 46

Quote #4166 – Disposable Air Filters  
Filtration Systems, Inc. - Disposable Air Filters - \$31,653.13  
Air Climate Systems - Disposable Air Filters - \$13,082.87

Recommendation: It is recommended the School Board approve purchasing disposable air filters from the firms listed above based on their low responsive unit cost as shown on the Quote Tab and Letter of recommendation, as provided in response to Quote #4166 – Disposable Air Filters

3. Policies and Regulations

A. Policies

1) Bylaw 9070 - Regular Meetings 48

Attached are proposed changes to Bylaw 9070 for review/second reading.

Recommendation: It is recommended that the Duluth School Board review/approve changes to Bylaw 9070 for the second reading.

2) Bylaw 9100- Special Meetings 49

Attached are proposed changes to Bylaw 9100 for review/second reading.

Recommendation: It is recommended that the Duluth School Board review/approve changes to Bylaw 9100 for the second reading.

B. <u>Regulations</u>	
4. <b><u>Contracts, Change Orders, and Leases</u></b>	
A. <u>Contracts</u>	
1) <u>Duluth Heritage Sports Center Renewal</u>	<u>50</u>
Attached is an extension for the Second Addendum to the Program Agreement from September 1, 2014 to September 1, 2015 without an additional changes in the terms and conditions defined within that Agreement.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve renewing the contract with the Duluth Heritage Sports Center..	
2) <u>PEIP Insurance Renewal</u>	<u>52</u>
Attached is a renewal of the group application for the Minnesota Public Employees Insurance Program for the period 7/1/14 through 6/30/15. Please note that the corresponding rates are increasing by 1.7%	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the PEIP Renewal, and authorize the Board Chair to sign the final documents.	
3) <u>Health and Safety Training Contract</u>	<u>54</u>
The attached contract between ISD #709 and Apex Online Development, LLC is for online OSHA required safety and other employee training district-wide. The total estimated cost for this three-year service covering the period from July 1, 2014 through June 30, 2017 is \$33,750.00.	
<u>Recommendation:</u> It is recommended the Duluth School Board approve entering a contract with Apex Online Development, LLC for consulting services related to the web-based safety training.	
B. <u>Change Orders</u>	
C. <u>Leases</u>	
1) <u>Northwood Children's Home Lease Renewal</u>	<u>61</u>
Attached is a lease renewal with Northwood Children's Home, Chester Creek Academy, for July 1, 2014 through June 30, 2017, with no cost increase.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the lease renewal with Northwood Children's Home, Chester Creek Academy.	
5. <b><u>Resolutions</u></b>	
A. <u>Resolution B-6-14-3190 - Authorized Student Activity Account Signer</u>	<u>70</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-6-14-3190 - Authorized Student Activity Account Signer.	
B. <u>Resolution B-6-14-3191- Minnesota State High School League Membership 2014-15</u>	<u>71</u>

Recommendation: It is recommended the Duluth School Board approve Resolution B-6-14-3191– Minnesota State High School League Membership 2014-15  
 C. Resolution B-6-14-3192 - Adoption of the Fiscal Year 2015 Budget 72

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-14-3192 - Adoption of the Fiscal Year 2015 Budget.  
 D. Resolution B-6-14-3193 – Approving the Ten-Year Capital Facilities Plan – 2014 Update 74

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-14-3193 – Approving the Ten-Year Capital Facilities Plan – 2014 Update

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

A. Expenditure Contracts 90

Superintendent Gronseth or the Director of Business Services has signed the following contracts during the month of May 2014

B. Revenue Contracts 202

Superintendent Gronseth or the Director of Business Services has signed the following contracts during the month of May 2014

C. Other Contracts 211

Superintendent Gronseth or the Director of Business Services has signed the following contracts during the month of May 2014 at no cost to the District.

D. Facilities Management & Capital Project Status Report 219

E. Contracts Signed in Relation to the Long Range Facilities Plan - None

F. Change Orders Signed in Relation to the Long Range Facilities Plan - None

**7. Future Items**

A. Child Nutrition - Lunch Price Review

B. Property/Liability Insurance Renewal

**Duluth Public Schools - ISD 709  
Cash Flow Report  
Month Ending 04/30/14**

		Fund										
		Total	1	2	3	4	5	6	7	8 & 9	20	71 & 79
Cash and investments	3/31/2014	\$ 37,718,400	\$ 40,894,052	\$ 1,135,907	\$ (2,631,677)	\$ 149,801	\$ (5,070,354)	\$ 6,053,300	\$ (5,874,017)	\$ 1,638,130	\$ 148,855	\$ 1,274,403
Receivables (increase)/decrease -		(76,922)	(54,846)	(7,894)	(7,943)	(5,635)	(311)	-	-	-	(293)	-
Payables increase/(decrease) -		(341,382)	(195,235)	23,113	(152,410)	9,947	24,717	(51,514)	-	-	-	-
Revenues increase/(decrease) -		10,648,586	9,072,743	147,570	427,224	265,404	84,932	109	144,447	22	69,976	436,159
Expenditures (increase)/decrease -		(8,453,266)	(6,432,461)	(350,374)	(509,061)	(461,679)	(104,724)	(164,943)	(450)	-	(60,518)	(369,056)
Cash and investments	4/30/2014	\$ 39,495,417	\$ 43,284,253	\$ 948,322	\$ (2,873,866)	\$ (42,162)	\$ (5,065,740)	\$ 5,836,953	\$ (5,730,020)	\$ 1,638,152	\$ 158,019	\$ 1,341,505

**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	\$87	\$8	\$79	983.6	\$87	\$8	\$79	983.6	\$24,522	\$24,544
Interest	4	6	(2)	(41.0)	557	253	304	120.1	73	73
Tuition, Fees, Admissions	453	520	(67)	(12.8)	2,429	2,843	(414)	(14.6)	3,657	3,709
Other Local Revenues	191	124	67	54.0	1,339	2,359	(1,020)	(43.2)	1,931	2,342
State Sources	8,486	8,476	10	0.1	76,686	89,150	(12,464)	(14.0)	82,835	82,954
Federal Aids from MDE	1,082	240	842	350.8	5,768	4,481	1,287	28.7	7,622	9,952
Federal Direct Aids	-	273	(273)	(100.0)	3	2,324	(2,321)	(99.9)	3,022	3,022
Local Sales	276	388	(112)	(28.8)	1,305	1,555	(250)	(16.1)	1,779	1,787
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>10,579</b>	<b>10,035</b>	<b>544</b>	<b>5.4</b>	<b>88,175</b>	<b>102,973</b>	<b>(14,798)</b>	<b>(14.4)</b>	<b>125,440</b>	<b>128,382</b>
<u>Expenditures</u>										
Salaries	4,460	4,524	64	1.4	40,562	42,279	1,717	4.1	51,925	53,842
Benefits	1,968	1,979	11	0.5	17,735	18,177	442	2.4	26,921	27,509
Purchased Services	1,272	1,612	340	21.1	9,607	9,649	42	0.4	12,170	13,211
Supplies & Materials	496	489	(7)	(1.4)	3,160	3,025	(135)	(4.5)	4,728	5,055
Chargebacks	0	0	0	N/A	0	1	1	99.9	163	199
Capital Expenditures	180	2,831	2,651	93.6	7,972	28,239	20,267	71.8	5,438	13,520
Debt Service	0	0	(0)	N/A	21,162	20,773	(389)	(1.9)	21,108	21,108
Other	18	5	(13)	(250.1)	410	510	100	19.7	839	832
<b>Total Expenditures</b>	<b>8,393</b>	<b>11,440</b>	<b>3,047</b>	<b>26.6</b>	<b>100,607</b>	<b>122,653</b>	<b>22,046</b>	<b>18.0</b>	<b>123,291</b>	<b>135,275</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>2,186</b>	<b>(\$1,405)</b>	<b>3,591</b>	<b>255.6</b>	<b>(12,432)</b>	<b>(\$19,680)</b>	<b>7,248</b>	<b>36.8</b>	<b>\$2,149</b>	<b>(\$6,893)</b>

DULUTH PUBLIC SCHOOLS - ISD 709  
 April 14  
 General Fund **TOTAL**

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

**PAGE 3**

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$87	\$8	\$79	983.6	\$87	\$8	\$79	983.6	\$6,684	\$6,706
Interest	3	2	1	37.8	543	50	493	986.3	55	55
Tuition, Fees, Admissions	77	124	(47)	(38.1)	785	1,185	(400)	(33.8)	1,392	1,425
Other Local Revenues	110	22	88	398.3	880	1,124	(244)	(21.7)	569	890
State Sources	7,737	7,747	(10)	(0.1)	69,145	79,696	(10,551)	(13.2)	72,116	72,080
Federal Aids from MDE	1,060	0	1,060	N/A	3,518	2,699	819	30.3	5,544	7,686
Federal Direct Aids	0	0	0	N/A	21	81	(60)	(74.5)	135	135
Local Sales	0	0	0	N/A	9	15	(6)	(41.4)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>9,073</b>	<b>7,903</b>	<b>1,170</b>	<b>14.8</b>	<b>74,987</b>	<b>84,858</b>	<b>(9,871)</b>	<b>(11.6)</b>	<b>86,495</b>	<b>88,977</b>
<u>Expenditures</u>										
Salaries	3,959	4,011	52	1.3	35,927	37,194	1,267	3.4	45,728	47,426
Benefits	1,737	1,746	9	0.5	15,391	15,501	110	0.7	23,160	23,682
Purchased Services	619	744	125	16.8	5,285	5,143	(142)	(2.8)	6,089	6,862
Supplies & Materials	99	130	31	24.0	1,001	948	(53)	(5.6)	1,411	1,683
Chargebacks	0	0	0	N/A	(3)	(4)	(1)	(18.9)	(183)	(173)
Capital Expenditures	11	85	74	86.9	128	547	419	76.6	421	231
Debt Service	0	0	0	N/A	79	(88)	(167)	(189.6)	20	20
Other	7	1	(6)	(625.0)	226	427	201	47.0	612	388
<b>Total Expenditures</b>	<b>6,432</b>	<b>6,717</b>	<b>285</b>	<b>4.2</b>	<b>58,034</b>	<b>59,668</b>	<b>1,634</b>	<b>2.7</b>	<b>77,257</b>	<b>80,119</b>
Transfers In (Out)	0	0	0	N/A	(6,165)	(3,589)	0	0.0	(6,165)	(6,165)
<b>Operating Excess (Deficit)</b>	<b>\$2,640</b>	<b>\$1,186</b>	<b>1,454</b>	<b>122.6</b>	<b>\$10,788</b>	<b>\$21,601</b>	<b>(\$10,813)</b>	<b>(50.1)</b>	<b>\$3,073</b>	<b>\$2,693</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	\$87	\$8	\$79	983.6	\$87	\$8	\$79	983.6	\$6,227	\$6,227
Interest	3	2	1	37.8	543	50	493	986.3	55	55
Tuition, Fees, Admissions	4	16	(12)	(73.6)	375	582	(207)	(35.6)	914	914
Other Local Revenues	36	22	14	65.2	288	574	(286)	(49.8)	246	342
State Sources	7,737	7,747	(10)	(0.1)	67,961	77,813	(9,852)	(12.7)	67,733	67,733
Federal Aids from MDE	0	0	0	N/A	1	0	1	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	5	(5)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>7,867</b>	<b>7,795</b>	<b>72</b>	<b>0.9</b>	<b>69,255</b>	<b>79,032</b>	<b>(9,777)</b>	<b>(12.4)</b>	<b>75,174</b>	<b>75,290</b>
<b>Expenditures</b>										
Salaries	3,423	3,564	141	4.0	31,168	32,105	937	2.9	39,294	39,331
Benefits	1,505	525	(980)	(186.7)	12,808	12,385	(423)	(3.4)	20,229	20,263
Purchased Services	554	691	137	19.8	4,777	4,647	(130)	(2.8)	5,322	5,799
Supplies & Materials	56	70	14	20.5	802	715	(87)	(12.1)	1,016	1,140
Chargebacks	0	0	0	N/A	(5)	(6)	(1)	(21.1)	(216)	(207)
Capital Expenditures	5	20	15	76.4	67	327	260	79.6	197	111
Debt Service	0	0	0	N/A	79	(88)	(167)	(189.6)	20	20
Other	2	0	(2)	N/A	141	367	226	61.7	74	(225)
<b>Total Expenditures</b>	<b>5,544</b>	<b>4,870</b>	<b>(674)</b>	<b>(13.8)</b>	<b>49,837</b>	<b>50,452</b>	<b>615</b>	<b>1.2</b>	<b>65,935</b>	<b>66,232</b>
Transfers In (Out)	0	0	0	N/A	(6,165)	(3,589)	0	0.0	(6,165)	(6,165)
<b>Operating Excess (Deficit)</b>	<b>\$2,323</b>	<b>\$2,925</b>	<b>(602)</b>	<b>(20.6)</b>	<b>\$13,253</b>	<b>\$24,991</b>	<b>(\$11,738)</b>	<b>(47.0)</b>	<b>\$3,073</b>	<b>\$2,893</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	73	108	(35)	(32.9)	410	603	(193)	(32.1)	478	511
Other Local Revenues	73	0	73	N/A	592	550	42	7.7	323	548
State Sources	0	0	0	N/A	1,184	1,883	(699)	(37.1)	4,383	4,348
Federal Aids from MDE	1,060	0	1,060	N/A	3,517	2,699	818	30.3	5,544	7,666
Federal Direct Aids	0	0	0	N/A	21	81	(60)	(74.5)	135	135
Local Sales	0	0	0	N/A	9	10	(1)	(12.1)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>1,205</b>	<b>108</b>	<b>1,097</b>	<b>1,016.2</b>	<b>5,732</b>	<b>5,826</b>	<b>(94)</b>	<b>(1.6)</b>	<b>11,321</b>	<b>13,686</b>
<u>Expenditures</u>										
Salaries	537	447	(90)	(20.1)	4,759	5,089	330	6.5	6,434	8,095
Benefits	232	1,221	989	81.0	2,583	3,116	533	17.1	2,931	3,418
Purchased Services	65	53	(12)	(21.9)	508	496	(12)	(2.4)	767	1,063
Supplies & Materials	43	60	17	28.1	199	233	34	14.5	395	543
Chargebacks	0	0	0	N/A	1	2	1	25.3	33	34
Capital Expenditures	6	65	59	90.2	62	220	158	72.0	224	120
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	6	1	(5)	(473.0)	85	60	(25)	(42.4)	538	613
<b>Total Expenditures</b>	<b>889</b>	<b>1,847</b>	<b>958</b>	<b>51.9</b>	<b>8,197</b>	<b>9,216</b>	<b>1,019</b>	<b>11.1</b>	<b>11,321</b>	<b>13,887</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$317</b>	<b>(1,739)</b>	<b>2,056</b>	<b>118.2</b>	<b>(\$2,464)</b>	<b>(\$3,390)</b>	<b>\$926</b>	<b>27.3</b>	<b>\$0</b>	<b>(\$201)</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	1	0	1	N/A	4	13	(9)	(71.6)	23	23
State Sources	0	20	(20)	(100.0)	92	121	(29)	(23.9)	168	168
Federal Aids from MDE	0	230	(230)	(100.0)	1,187	1,472	(285)	(19.4)	2,078	2,078
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	147	131	16	12.1	856	826	30	3.6	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>148</b>	<b>381</b>	<b>(233)</b>	<b>(61.3)</b>	<b>2,138</b>	<b>2,432</b>	<b>(294)</b>	<b>(12.1)</b>	<b>3,509</b>	<b>3,509</b>
<u>Expenditures</u>										
Salaries	92	92	(0)	(0.2)	752	762	10	1.4	1,042	1,042
Benefits	35	35	0	0.5	293	291	(2)	(0.8)	426	426
Purchased Services	6	9	3	37.1	56	61	5	7.7	83	93
Supplies & Materials	214	158	(56)	(35.6)	1,233	1,233	0	0.0	1,777	1,767
Chargebacks	0	0	0	N/A	0	1	1	92.8	156	156
Capital Expenditures	3	0	(3)	N/A	30	46	16	34.9	9	66
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	14	16	2	15.4	17	17
<b>Total Expenditures</b>	<b>350</b>	<b>294</b>	<b>(56)</b>	<b>(19.2)</b>	<b>2,377</b>	<b>2,410</b>	<b>33</b>	<b>1.4</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>(\$203)</b>	<b>\$87</b>	<b>(\$290)</b>	<b>(333.1)</b>	<b>(\$239)</b>	<b>\$22</b>	<b>(\$261)</b>	<b>(1,186.4)</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)	(78.8)	17	17
State Sources	427	433	(6)	(1.3)	3,291	4,037	(746)	(18.5)	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>427</b>	<b>433</b>	<b>(6)</b>	<b>(1.3)</b>	<b>3,296</b>	<b>4,061</b>	<b>(765)</b>	<b>(18.8)</b>	<b>5,274</b>	<b>5,274</b>
<u>Expenditures</u>										
Salaries	91	95	4	4.0	892	899	7	0.8	1,094	1,094
Benefits	69	66	(3)	(4.6)	602	589	(13)	(2.3)	696	696
Purchased Services	310	469	159	33.8	2,766	2,795	29	1.0	3,889	3,892
Supplies & Materials	38	35	(3)	(9.8)	264	242	(22)	(9.1)	364	364
Chargebacks	0	0	0	N/A	1	1	0	8.9	1	1
Capital Expenditures	0	181	181	100.0	175	187	12	6.7	216	213
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	(0)	N/A	1	0	(1)	N/A	1	1
<b>Total Expenditures</b>	<b>509</b>	<b>846</b>	<b>337</b>	<b>39.8</b>	<b>4,700</b>	<b>4,713</b>	<b>13</b>	<b>0.3</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>(\$82)</b>	<b>(\$413)</b>	<b>\$331</b>	<b>80.2</b>	<b>(\$1,404)</b>	<b>(\$652)</b>	<b>(\$752)</b>	<b>(115.4)</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	147	136	11	7.9	1,210	1,165	45	3.9	1,295	1,313
Other Local Revenues	2	39	(37)	(93.7)	236	217	19	8.8	20	110
State Sources	94	0	94	N/A	1,727	2,001	(274)	(13.7)	1,816	1,970
Federal Aids from MDE	22	10	12	122.8	35	303	(268)	(88.4)	0	189
Federal Direct Aids	0	273	(273)	(100.0)	(17)	1,100	(1,117)	(101.6)	1,770	1,770
Local Sales	0	0	0	N/A	8	0	8	N/A	0	8
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>265</b>	<b>458</b>	<b>(193)</b>	<b>(42.1)</b>	<b>3,199</b>	<b>4,786</b>	<b>(1,587)</b>	<b>(33.2)</b>	<b>5,897</b>	<b>6,357</b>
<u>Expenditures</u>										
Salaries	254	263	9	3.5	2,350	2,761	411	14.9	3,252	3,447
Benefits	103	106	3	3.3	942	1,021	79	7.8	1,348	1,410
Purchased Services	83	170	87	51.4	693	549	(144)	(26.2)	673	793
Supplies & Materials	21	12	(9)	(74.1)	152	193	41	21.0	246	276
Chargebacks	0	0	0	N/A	2	3	1	24.6	189	216
Capital Expenditures	0	1	1	100.0	2	1	(1)	(131.7)	17	21
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	2	2	0	5.6	23	36	13	35.8	171	195
<b>Total Expenditures</b>	<b>462</b>	<b>554</b>	<b>92</b>	<b>16.7</b>	<b>4,165</b>	<b>4,564</b>	<b>399</b>	<b>8.7</b>	<b>5,897</b>	<b>6,357</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
<b>Operating Excess (Deficit)</b>	<b>(\$196)</b>	<b>(\$96)</b>	<b>(\$100)</b>	<b>(104.5)</b>	<b>(\$966)</b>	<b>\$222</b>	<b>(\$1,188)</b>	<b>(535.0)</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	3	(3)	(100.0)	0	3	(3)	(99.9)	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	2	1	1	63.2	64	148	(84)	(56.5)	72	72
State Sources	83	90	(7)	(7.4)	567	750	(183)	(24.3)	602	602
Federal Aids from MDE	0	0	0	N/A	0	7	(7)	(100.0)	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	154	(154)	(100.0)	10	411	(401)	(97.6)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>85</b>	<b>248</b>	<b>(163)</b>	<b>(65.8)</b>	<b>642</b>	<b>1,319</b>	<b>(677)</b>	<b>(51.4)</b>	<b>2,085</b>	<b>2,085</b>
<u>Expenditures</u>										
Salaries	57	56	(1)	(1.4)	573	607	34	5.6	718	735
Benefits	22	24	2	7.0	234	255	21	8.1	311	315
Purchased Services	9	23	14	62.9	369	352	(17)	(4.9)	312	368
Supplies & Materials	(0)	0	0	N/A	241	43	(198)	(460.7)	300	300
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	16	0	(16)	N/A	3,515	3,460	(55)	(1.6)	3,796	3,597
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	1	0	(1)	N/A	123	2	(121)	(6,039.3)	0	121
<b>Total Expenditures</b>	<b>105</b>	<b>103</b>	<b>(2)</b>	<b>(1.7)</b>	<b>5,055</b>	<b>4,719</b>	<b>(336)</b>	<b>(7.1)</b>	<b>5,436</b>	<b>5,436</b>
Transfers In (Out)	0	0	0	N/A	6,165	577	0	0.0	1,265	6,165
<b>Operating Excess (Deficit)</b>	<b>(\$20)</b>	<b>\$145</b>	<b>(\$165)</b>	<b>(113.6)</b>	<b>\$1,752</b>	<b>(\$2,823)</b>	<b>\$4,575</b>	<b>162.1</b>	<b>(\$2,086)</b>	<b>\$2,814</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	0	0	N/A	2	207	(205)	(99.1)	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	9	0	9	N/A	0	0
State Sources	0	0	0	N/A	174	205	(31)	(15.1)	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	0	0	0	N/A	105	0	105	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>291</b>	<b>412</b>	<b>(121)</b>	<b>(29.5)</b>	<b>1,104</b>	<b>1,104</b>
<u>Expenditures</u>										
Salaries	6	7	1	9.9	68	56	(12)	(21.8)	92	98
Benefits	2	2	(0)	(6.9)	23	17	(6)	(33.9)	30	31
Purchased Services	5	4	(1)	(13.7)	70	90	20	22.0	0	79
Supplies & Materials	3	0	(3)	N/A	6	28	22	77.0	0	35
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	149	2,564	2,415	94.2	4,123	23,998	19,875	82.8	980	9,391
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	7	16	9	58.7	0	72
<b>Total Expenditures</b>	<b>165</b>	<b>2,577</b>	<b>2,412</b>	<b>93.6</b>	<b>4,297</b>	<b>24,205</b>	<b>19,908</b>	<b>82.2</b>	<b>1,102</b>	<b>9,706</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$165)</b>	<b>(\$2,577)</b>	<b>\$2,412</b>	<b>93.6</b>	<b>(\$4,006)</b>	<b>(\$23,793)</b>	<b>\$19,787</b>	<b>83.2</b>	<b>\$2</b>	<b>(\$8,603)</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	144	186	(42)	(22.3)	1,690	2,340	(650)	(27.8)	2,709	2,709
Federal Aids from MDE	0	0	0	N/A	1,028	0	1,028	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	1,143	(1,143)	(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>144</b>	<b>186</b>	<b>(42)</b>	<b>(22.3)</b>	<b>2,718</b>	<b>3,483</b>	<b>(765)</b>	<b>(22.0)</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	0	0	(0)	N/A	21,083	20,861	(222)	(1.1)	21,088	21,088
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>21,083</b>	<b>20,861</b>	<b>(222)</b>	<b>(1.1)</b>	<b>21,088</b>	<b>21,088</b>
Transfers In (Out)	0	0	0	N/A	0	3,012	0	0.0	4,900	0
<b>Operating Excess (Deficit)</b>	<b>\$144</b>	<b>\$186</b>	<b>(\$42)</b>	<b>(22.6)</b>	<b>(\$18,365)</b>	<b>(\$14,366)</b>	<b>(\$3,999)</b>	<b>(27.8)</b>	<b>\$2,135</b>	<b>(\$2,765)</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	10	(8)	18	231.2	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>10</b>	<b>(8)</b>	<b>18</b>	<b>231.2</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	250	250	0	0.0	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>250</b>	<b>250</b>	<b>0</b>	<b>0.0</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>(\$240)</b>	<b>(\$258)</b>	<b>\$18</b>	<b>7.2</b>	<b>(\$18)</b>	<b>(\$18)</b>

	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	70	69	1	1.4	749	710	39	5.4	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>70</b>	<b>69</b>	<b>1</b>	<b>1.4</b>	<b>749</b>	<b>710</b>	<b>39</b>	<b>5.4</b>	<b>785</b>	<b>785</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	56	63	7	10.9	481	503	22	4.4	700	700
Purchased Services	4	4	(0)	(10.2)	44	45	1	2.0	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>61</b>	<b>67</b>	<b>6</b>	<b>9.7</b>	<b>525</b>	<b>548</b>	<b>23</b>	<b>4.2</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>\$9</b>	<b>\$2</b>	<b>\$7</b>	<b>372.9</b>	<b>\$223</b>	<b>\$162</b>	<b>\$61</b>	<b>37.9</b>	<b>\$31</b>	<b>\$31</b>

	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	1	1	(0)	(34.9)	1	1	0	44.4	5	5
Tuition, Fees, Admissions	230	260	(30)	(11.7)	435	493	(58)	(11.8)	970	970
Other Local Revenues	77	62	15	23.4	140	123	17	14.0	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	129	103	26	25.6	317	303	14	4.7	538	538
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>436</b>	<b>426</b>	<b>10</b>	<b>2.4</b>	<b>893</b>	<b>920</b>	<b>(27)</b>	<b>(2.9)</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	241	193	(48)	(24.9)	367	364	(3)	(0.9)	1,070	1,070
Supplies & Materials	120	154	34	21.8	262	338	76	22.5	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	8	2	(6)	(278.1)	17	13	(4)	(30.3)	39	39
<b>Total Expenditures</b>	<b>369</b>	<b>349</b>	<b>(20)</b>	<b>(5.7)</b>	<b>646</b>	<b>715</b>	<b>69</b>	<b>9.6</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>\$67</b>	<b>\$77</b>	<b>(\$10)</b>	<b>(12.9)</b>	<b>\$247</b>	<b>\$205</b>	<b>\$42</b>	<b>20.6</b>	<b>\$0</b>	<b>\$0</b>

April 14

# BALANCE SHEET

ALL FUNDS

ASSETS	04/30/14	06/30/13	04/30/13
Cash / Investments	\$39,495	\$50,413	\$48,985
Taxes & Credits Receivable	3,402	19,527	3,190
Accounts / Interest Receivable	95	310	114
Due from Other Funds	0	202	0
Due from Other MN Districts	0	1,037	24
Due From MDE	11,127	11,262	27,316
Due From Federal thru MDE	0	2,108	35
Due From Federal - Direct	0	873	0
Due from Other Governments	0	123	0
Inventory	347	390	1,549
Prepays	119	97	54
<b>Total Assets</b>	<b>\$54,586</b>	<b>\$86,340</b>	<b>\$81,266</b>

LIABILITIES			
Tax and Aid Anticipation Payable	\$ 22,000	\$ 23,000	\$ 23,000
Accrued Interest Payable	0	0	0
Salaries Payable	375	12,488	532
Accounts Payable	463	6,247	118
Due to Other Funds	0	202	0
Due to Other MN Districts	0	106	0
Due to Other Governments	0	0	0
Claims Payable	167	165	169
Deferred Revenue	1,527	1,870	2,613
Taxes Levied for Subsequent Yr.	22,151	22,151	19,985
Property tax shift	(9)	(9)	(864)
<b>Total Liabilities</b>	<b>\$46,675</b>	<b>\$66,220</b>	<b>\$45,553</b>

FUND BALANCES	04/30/14	06/30/13	04/30/13
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	390	390	222
Nonspendable Prepays	97	97	81
Staff Development	179	179	236
Reemployment comp	0	0	0
Basic skills	231	231	305
Learning development	0	0	0
Desegregation	293	293	211
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	202	202	191
Community Education	359	359	281
Community Services	27	27	27
Operating Capital	0	0	0
Facilities	2,709	2,709	27,888
Alternative facilities	7,145	7,145	13,561
Restricted Programs	0	0	0
Bond Refunding	0	0	0
Endowment	1,647	1,886	1,656
Encumbrances	0	0	0
Severance-Insurance Prem	3,682	3,682	0
Area Learning Center	0	0	0
Designated for:			
Textbooks	502	502	273
Carryovers	13	319	328
Operating Capital	69	69	95
Referendum	0	0	0
Undesignated	(9,632)	2,032	(9,642)

Total Fund Balance \$7,911 \$20,120 \$35,713

Liabilities & Fund Balance \$54,586 \$86,340 \$81,266

April 14

# BALANCE SHEET

General Fund

ASSETS	04/30/14	06/30/13	04/30/13
Cash / Investments	\$43,284	\$28,006	\$41,246
Taxes & Credits Receivable	(6,590)	9,535	(5,394)
Accounts / Interest Receivable	29	71	0
Due from Other Funds	0	0	0
Due from Other MN Districts	0	989	0
Due From MDE	10,611	10,637	23,611
Due From Federal thru MDE	0	2,053	0
Due From Federal - Direct	0	63	0
Due from Other Governments	0	121	0
Inventory	127	106	188
Prepays	111	92	54
<b>Total Assets</b>	<b>\$47,571</b>	<b>\$51,672</b>	<b>\$59,705</b>

LIABILITIES	04/30/14	06/30/13	04/30/13
Tax and Aid Anticipation Payable	\$22,000	\$23,000	\$23,000
Accrued Interest Payable	0	0	0
Salaries & Benefits Payable	(924)	11,955	(702)
Accounts Payable	294	886	112
Due to Other Funds	0	149	0
Due to Other MN Districts	0	106	0
Due to Other Governments	0	0	0
Claims Payable	167	165	169
Deferred Revenue	607	771	600
Taxes Levied for Subsequent Yr.	4,983	4,983	5,461
Property tax shift	(0)	(0)	(850)
<b>Total Liabilities</b>	<b>\$27,126</b>	<b>\$42,015</b>	<b>\$27,790</b>

FUND BALANCES	04/30/14	06/30/13	04/30/13
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	106	106	131
Nonspendable Prepays	92	92	78
Staff Development	179	179	236
Reemployment comp	0	0	0
Basic skills	231	231	305
Learning development	0	0	0
Integration	293	293	211
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	0	0	0
Community Education	0	0	0
Community Services	0	0	0
Operating Capital	0	0	0
Facilities	0	0	0
Alternative facilities	0	0	0
Restricted Programs	0	0	0
Escrow Account	0	0	0
Severance-Insurance Prem	3,682	3,682	-
Encumbrances	0	0	0
Area Learning Center	0	0	0
Designated for:			
Textbooks	0	0	0
Carryovers	0	306	307
Operating Capital	0	0	0
Referendum	0	0	0
Undesignated	15,863	4,769	30,647
<b>Total Fund Balance</b>	<b>\$20,445</b>	<b>\$9,657</b>	<b>\$31,915</b>
<b>Liabilities &amp; Fund Balance</b>	<b>\$47,571</b>	<b>\$51,672</b>	<b>\$59,705</b>

Duluth Public Schools - ISD #709  
 April 14  
 Food Service Fund

## BALANCE SHEET

ASSETS	04/30/14	06/30/13	04/30/13	FUND BALANCES	04/30/14	06/30/13	04/30/13
Cash / Investments	\$948	\$970	\$1,118	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	10	2	0	Nonspendable Inventory	100	100	89
Due from Other Funds	0	0	0	Nonspendable Prepaids	1	1	1
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	43	35	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	46	100	27	Gifted and Talented	0	0	0
Prepaids	1	1	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,006</u>	<u>\$1,117</u>	<u>\$1,180</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	171	18	164	Restricted Programs	0	0	0
Accounts Payable	4	30	1	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	730	969	925
Property tax shift	0	0	0				
Total Liabilities	<u>\$175</u>	<u>\$47</u>	<u>\$165</u>	Total Fund Balance	<u>\$831</u>	<u>\$1,070</u>	<u>\$1,015</u>
				Liabilities & Fund Balance	<u>\$1,006</u>	<u>\$1,117</u>	<u>\$1,180</u>

April 14

## BALANCE SHEET

Transportation Fund

ASSETS	04/30/14	06/30/13	04/30/13	FUND BALANCES	04/30/14	06/30/13	04/30/13
Cash / Investments	(\$2,874)	(\$1,908)	(\$4,024)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	17	80	53	Nonspendable Inventory	3	3	2
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	48	24	Staff Development	0	0	0
Due From MDE	48	0	2,166	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	(5)	3	(11)	Gifted and Talented	0	0	0
Prepaids	3	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$2,811)	(\$1,777)	(\$1,792)	Community Education	0	0	0
				Community Services	0	0	0
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	0	0	0
				Escrow Account	0	0	0
				Endowment	0	0	0
				Encumbrances	0	0	0
				Designated for:			
				Textbooks	0	0	0
				Operating Capital	0	0	0
				Undesignated	(3,249)	(1,844)	(2,192)
				Total Fund Balance	(\$3,246)	(\$1,842)	(\$2,190)
				Liabilities & Fund Balance	(\$2,811)	(\$1,777)	(\$1,792)

LIABILITIES

Tax and Aid Anticipation Payable	\$0	\$0	\$0
Accrued Interest Payable	0	0	0
Salaries Payable	425	28	398
Accounts Payable	11	37	0
Due to Other Funds	0	0	0
Due to Other MN Districts	0	0	0
Due to Other Governments	0	0	0
Claims Payable	0	0	0
Deferred Revenue	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0
Property tax shift	0	0	0
Total Liabilities	\$435	\$65	\$398

April 14  
Community Service Fund

## BALANCE SHEET

ASSETS	04/30/14	06/30/13	04/30/13	FUND BALANCES	04/30/14	06/30/13	04/30/13
Cash / Investments	(\$42)	\$121	\$666	Reserved for:			
Taxes & Credits Receivable	636	636	629	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	29	7	48	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	4	4	2
Due from Other MN Districts	0	0	0	Staff development	0	0	0
Due From MDE	188	345	514	Reemployment comp	0	0	0
Due From Federal thru MDE	0	11	0	Basic skills	0	0	0
Due From Federal - Direct	0	810	0	Learning development	0	0	0
Due from Other Governments	0	2	0	Desegregation	0	0	0
Inventory	(2)	0	(6)	Gifted and Talented	0	0	0
Prepays	4	4	0	Pupil Transportation Safety	0	0	0
				ECFE	202	202	191
<b>Total Assets</b>	<b>\$812</b>	<b>\$1,935</b>	<b>\$1,851</b>	Community Education	359	359	281
				Community Services	27	27	27
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	556	453	514	Restricted Programs	0	0	0
Accounts Payable	5	148	1	Escrow Account	0	0	0
Due to Other Funds	0	53	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	61	124	60	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	575	575	569	Undesignated	(966)	0	220
Property tax shift	(9)	(9)	(14)				
				<b>Total Fund Balance</b>	<b>(\$375)</b>	<b>\$591</b>	<b>\$721</b>
<b>Total Liabilities</b>	<b>\$1,187</b>	<b>\$1,344</b>	<b>\$1,130</b>				
				<b>Liabilities &amp; Fund Balance</b>	<b>\$812</b>	<b>\$1,935</b>	<b>\$1,851</b>

April 14

## BALANCE SHEET

Capital Expenditures

ASSETS	04/30/14	06/30/13	04/30/13	FUND BALANCES	04/30/14	06/30/13	04/30/13
Cash / Investments	(\$5,066)	(\$6,910)	(\$8,962)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	1	4	0	Nonspendable Inventory	182	182	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	182	182	1,351	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b><u>(\$4,884)</u></b>	<b><u>(\$6,724)</u></b>	<b><u>(\$7,611)</u></b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	137	26	150	Restricted Programs	0	0	0
Accounts Payable	20	43	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	502	502	273
Deferred Revenue	182	182	1,351	School Carryover	13	13	21
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	69	69	95
Property tax shift	0	0	0	Undesignated	(5,988)	(7,740)	(9,501)
<b>Total Liabilities</b>	<b><u>\$339</u></b>	<b><u>\$250</u></b>	<b><u>\$1,501</u></b>	<b>Total Fund Balance</b>	<b><u>(\$5,223)</u></b>	<b><u>(\$6,975)</u></b>	<b><u>(\$9,112)</u></b>
				<b>Liabilities &amp; Fund Balance</b>	<b><u>(\$4,884)</u></b>	<b><u>(\$6,724)</u></b>	<b><u>(\$7,611)</u></b>

April 14

## BALANCE SHEET

Building Construction Fund

ASSETS	04/30/14	06/30/13	04/30/13
Cash / Investments	\$5,837	\$14,479	\$17,591
Taxes & Credits Receivable	0	0	0
Accounts / Interest Receivable	0	135	12
Due from Other Funds	0	0	0
Due from Other MN Districts	0	0	0
Due From MDE	23	23	60
Due From Federal thru MDE	0	0	0
Due From Federal - Direct	0	0	0
Due from Other Governments	0	0	0
Inventory	(0)	0	0
Prepays	0	0	0
<b>Total Assets</b>	<b><u>\$5,860</u></b>	<b><u>\$14,637</u></b>	<b><u>\$17,663</u></b>
<b>LIABILITIES</b>			
Tax and Aid Anticipation Payable	\$0	\$0	\$0
Accrued Interest Payable	0	0	0
Salaries Payable	11	9	8
Accounts Payable	1	4,774	0
Due to Other Funds	0	0	0
Due to Other MN Districts	0	0	0
Due to Other Governments	0	0	0
Claims Payable	0	0	0
Deferred Revenue	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0
Property tax shift	0	0	0
<b>Total Liabilities</b>	<b><u>\$12</u></b>	<b><u>\$4,783</u></b>	<b><u>\$8</u></b>

FUND BALANCES	04/30/14	06/30/13	04/30/13
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	0	0	0
Nonspendable Prepays	0	0	0
Staff Development	0	0	0
Reemployment comp	0	0	0
Basic skills	0	0	0
Learning development	0	0	0
Desegregation	0	0	0
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	0	0	0
Community Education	0	0	0
Community Services	0	0	0
Operating Capital	0	0	0
Facilities	2,709	2,709	27,888
Alternative facilities	7,145	7,145	13,561
Restricted Programs	0	0	0
Escrow Account	0	0	0
Endowment	0	0	0
Encumbrances	0	0	0
Textbooks	0	0	0
Operating Capital	0	0	0
Undesignated	(4,006)	0	(23,794)
<b>Total Fund Balance</b>	<b><u>\$5,848</u></b>	<b><u>\$9,854</u></b>	<b><u>\$17,655</u></b>
<b>Liabilities &amp; Fund Balance</b>	<b><u>\$5,860</u></b>	<b><u>\$14,637</u></b>	<b><u>\$17,663</u></b>

April 14

## BALANCE SHEET

Debt Service Fund

ASSETS	04/30/14	06/30/13	04/30/13	FUND BALANCES	04/30/14	06/30/13	04/30/13
Cash / Investments	(\$5,730)	\$12,771	(\$1,703)	Reserved for:			
Taxes & Credits Receivable	9,357	9,357	7,955	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	257	257	965	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b><u>\$3,884</u></b>	<b><u>\$22,386</u></b>	<b><u>\$7,217</u></b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	129	266	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	688	688	602	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	16,593	16,593	13,955	Undesignated	(13,526)	4,838	(7,340)
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b><u>\$17,410</u></b>	<b><u>\$17,547</u></b>	<b><u>\$14,557</u></b>	<b>Total Fund Balance</b>	<b><u>(\$13,526)</u></b>	<b><u>\$4,838</u></b>	<b><u>(\$7,340)</u></b>
				<b>Liabilities &amp; Fund Balance</b>	<b><u>\$3,884</u></b>	<b><u>\$22,386</u></b>	<b><u>\$7,217</u></b>

April 14

# BALANCE SHEET

Trust & Agency Funds

ASSETS	04/30/14	06/30/13	04/30/13	FUND BALANCES	04/30/14	06/30/13	04/30/13
Cash / Investments	\$1,638	\$1,676	\$1,656	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	9	9	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	202	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,647</u>	<u>\$1,886</u>	<u>\$1,656</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	1,647	1,886	1,656
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	0	0	0
Property tax shift	0	0	0				
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Total Fund Balance	<u>\$1,647</u>	<u>\$1,886</u>	<u>\$1,656</u>
				Liabilities & Fund Balance	<u>\$1,647</u>	<u>\$1,886</u>	<u>\$1,656</u>

April 14

### BALANCE SHEET

Dental Internal Service Fund

ASSETS	04/30/14	06/30/13	04/30/13	FUND BALANCES	04/30/14	06/30/13	04/30/13
Cash / Investments	\$158	\$112	\$70	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	1	1	1	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$159</b>	<b>\$114</b>	<b>\$71</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	63	4	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	(10)	105	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	169	(55)	67
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>(\$10)</b>	<b>\$168</b>	<b>\$4</b>	<b>Total Fund Balance</b>	<b>\$169</b>	<b>(\$55)</b>	<b>\$67</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$159</b>	<b>\$114</b>	<b>\$71</b>

April 14

## BALANCE SHEET

Student Activities

ASSETS	04/30/14	06/30/13	04/30/13	FUND BALANCES	04/30/14	06/30/13	04/30/13
Cash / Investments	\$1,342	\$1,094	\$1,327	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b><u>\$1,342</u></b>	<b><u>\$1,094</u></b>	<b><u>\$1,327</u></b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,342	1,094	1,327
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b>Total Fund Balance</b>	<b><u>\$1,342</u></b>	<b><u>\$1,094</u></b>	<b><u>\$1,327</u></b>
				<b>Liabilities &amp; Fund Balance</b>	<b><u>\$1,342</u></b>	<b><u>\$1,094</u></b>	<b><u>\$1,327</u></b>





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 04/30/2014**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
04/11/2014	V79764	DULUTH FEDERATION OF TEA	22,914.60
04/11/2014	V107231	DULUTH TEACHERS CREDIT	9,713.28
04/11/2014	V79711	DULUTH TEACHERS RETIRE EFT	232,514.49
04/11/2014	V106637	EBC - FLEX EFT	12,446.40
04/11/2014	V106636	EBC - TSA EFT	83,558.45
04/11/2014	V79771	EDUCATION MN CLERICAL	1,203.90
04/11/2014	V102915	FEDERAL 941 PR TAXES	552,047.82
04/11/2014	V108066	MG TRUST	117,795.17
04/11/2014	V05173	MN CHILD SUPPORT EFT	2,337.74
04/11/2014	V108320	MN DEPT OF REVENUE EFT	233.65
04/11/2014	V102916	MN STATE PR TAXES	91,537.78
04/11/2014	V79708	PUBLIC EMPLOYEES RETIREMENT	85,908.20
04/11/2014	V79704	U S BANK - PY DIRECT DEPOSIT	1,437,344.42
04/25/2014	V06645	MEDICA HEALTH PLAN (EFT)	167,924.78
04/25/2014	V106638	PEIP - HLTH EFT	1,140,403.38
04/25/2014	V79764	DULUTH FEDERATION OF TEA	22,861.73
04/25/2014	V107231	DULUTH TEACHERS CREDIT	9,663.28
04/25/2014	V79711	DULUTH TEACHERS RETIRE EFT	230,950.21
04/25/2014	V106637	EBC - FLEX EFT	12,342.23
04/25/2014	V106636	EBC - TSA EFT	83,973.07
04/25/2014	V79771	EDUCATION MN CLERICAL	1,203.90
04/25/2014	V102915	FEDERAL 941 PR TAXES	519,225.15
04/25/2014	V108066	MG TRUST	118,928.49
04/25/2014	V05173	MN CHILD SUPPORT EFT	2,369.11
04/25/2014	V108320	MN DEPT OF REVENUE EFT	25.55
04/25/2014	V102916	MN STATE PR TAXES	86,166.75
04/25/2014	V79708	PUBLIC EMPLOYEES RETIREMENT	70,319.32
04/25/2014	V79704	U S BANK - PY DIRECT DEPOSIT	1,343,600.29
04/25/2014	V80030	DELTA DENTAL PLAN OF MN(EFT)	60,518.05
04/25/2014	V104923	HARRIS BANK	36,417.37
04/25/2014	V100499	MN DEPT OF REVENUE EFT	82.00
04/25/2014	V05246	MN UI FUND EFT	11,638.31
			<u>6,568,168.87</u>

**ISD 709 – Duluth Public Schools  
GF Investment Activity for FY 2014  
As of April 30, 2014**

**Beginning Investment Balance (March 31, 2014):** **\$ 11,144,201.78**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
04/01	Term Series	PMA	09/11/14	0.10%	\$ 2,000,000.00
04/29	Mizrahi Tefahot Bank (CA)	MBS	07/07/14	0.15%	249,000.00
04/30	Bank of China (NY)	MBS	07/30/14	0.20%	249,000.00

**Total Purchases** **\$ 2,498,000.00**

**Deduct Maturities/Calls/Sales:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
04/09	Bank of China (NY)	MBS	04/09/14	0.35%	\$ 249,000.00
04/09	Compass Bank (AL)	MBS	04/09/14	0.30%	249,000.00
04/29	Mizrahi Tefahot Bank (CA)	MBS	04/29/14	0.25%	219,000.00

**Total Maturities** **\$ 717,000.00**

**Other items:**

Add:	Money Market Funds Interest	\$ 84.11
	Market Value Adjustment	0.00
	Other Interest	0.00
Deduct:	Transaction Fees/Other	0.00
	Beginning Value Adjustment	0.00

**Total Other** **\$ 84.11**

**Ending Investment Balance (April 30, 2014)** **\$ 12,925,285.89**

Note: Ending Investment Balance as of April 30, 2013 was \$ 12,423,588.66

**Duluth Public Schools-ISD 709**  
**WADM Projection Report - FY 2014**  
**Jun-14**

Grade Levels	Jun Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	FINAL 1213
KG	670.00	1.010655517	677.14	0.61	414.41	382.95
HK	82.00	0.978772940	80.26	1.000	80.26	73.59
Gr 1-3	1980.00	0.990540882	1961.27	1.12	2186.82	2201.73
Gr 4-6	1748.00	0.985790218	1723.16	1.060	1826.55	1931.12
Gr 7-8	1217.33	0.967315381	1177.54	1.300	1530.80	1404.73
Gr 9-12	2762.16	0.996974884	2753.80	1.300	3579.95	3703.40
<b>Sub-Total</b>	8459.49				<b>9618.79</b>	9697.52
<b>Other WADM Generators</b>						
<b>Early Childhood</b>	206	0.368908994	76.00	1.250	<b>94.99</b>	114.63
Early Childhood Details	Final Count	June 1 Count	Final ADM			
10-11	474	283	100.12			
11-12	432	258	94.8			
12-13	344	238	91.75			
13-14*			94.99			
<b>Resident Tuition**</b>						
Resident Tuition Details	Total WADM				49.58	
10-11	46.14					
11-12	54.15					
12-13	48.46					
13-14*	49.58					
<b>ALC</b>						
ALC Details**	Total WADM				271.92	
10-11	256.02					
11-12	285.78					
12-13	273.97					
13-14*	271.92					
<b>Projected Total WADM</b>					<b>9713.78</b>	<b>9812.15</b>
<b>Budgeted WADM</b>					9669.00	
<b>Net</b>					44.78	

\* Projected

\*\*Included in Grade Level Projections



**DONATIONS/INVESTMENTS IN SCHOOL CHILDREN**

<b>SCHOOL</b>	<b>FIRST NAME</b>	<b>LAST NAME/ORG.</b>	<b>RESTRICTION</b>	<b>AMOUNT</b>
Denfeld High	Irving Community Assn	Charitable Gambling Acct	Softball	1,000.00
Denfeld High	Ordean Foundation	Suite 501	Health Occupational Conf	3,730.54
Denfeld High	Port of Duluth Kiwanis Club		Convention Donation	\$125.00
Denfeld High	Betty Lou's Health Foods Inc		Track	\$100.00
Denfeld High	Marilyn & Michael Smith	& Mary Henschel	Track	\$40.00
Denfeld High	RWC Construction Inc		Softball	\$250.00
Denfeld High	T Bonz Bar & Grill		Softball	\$200.00
Denfeld High	Bergey's LLC		Softball	\$100.00
Ordean East MS	Rojiv Vaidyanathan		Robotics	140.24
Ordean East MS		Oxford Retirement & Estate Planning	Destination Imagination	500.00
Ordean East MS		Relf Eyecare Specialists	Destination Imagination	200.00
Lester Park		Lester Park School Foundation	Lester Park School Forest	350.00
			<b>TOTAL</b>	<b>6,735.78</b>

**MEMORANDUM**

To: Bill Hanson, CFO/Executive Director of Business Services  
From: Tony Kelekovich, <sup>TK</sup>Supervisor of Purchasing  
Subject: Bid-1233 Dairy  
Date: June 2, 2014

Bids for Dairy Products for Child Nutrition – District Wide for the period July 1, 2014 through June 30, 2016 were advertised in the Duluth News Tribune and sent to seven (7) regional providers of dairy products. There was one (1) response from Kemps LLC:

<u>VENDOR</u>	<u>AMOUNT</u>
Kemps LLC St. Paul MN	\$241,350.00

It is recommended that the bid as submitted by Kemps LLC in the total (estimated) amount for the first year of \$ \$241,350.00 be accepted. The second year renewal by mutual agreement is subject to the same conditions shown in the specifications.

Kemps (Franklin Foods) has been our local supplier for many years. They have recently moved their operations to St. Paul.

**Fund:** 02-770-005-701-000-1495.00

**Program:** Child Nutrition – District Wide

**Fund Custodian:** Bill Hanson/Pam Bowe

VENDOR LIST/TABULATION

BID-1233 DAIRY

Appert's Foods St Cloud MN	No Response
Agropur, Inc. St Paul MN	No Response
Dean Foods/Land of Lakes Woodbury MN	No Response
Jack's Dairy Duluth MN	No Response
Kemps LLC St Paul MN	<b>\$ 241,350.00</b>
Manion Foods, Inc. Superior WI	No Response
Upper Lakes Foods Cloquet MN	No Response

**MEMORANDUM**

To: Bill Hanson, CFO/Executive Director of Business Services  
From: Tony Kelekovich, <sup>TK</sup> Supervisor of Purchasing  
Subject: Bid-1234 Pizza  
Date: June 2, 2014

Bids for the production and delivery of pizza for Child Nutrition – District Wide for the period September 2, 2014 through June 30, 2016 were advertised in the Duluth News Tribune and sent to eleven (11) area vendors. There were two (2) responses:

<u>VENDOR</u>	<u>AMOUNT</u>
D&S Pizza Inc. (Domino's)	\$ 108,000.00
Muy Pizzas Minnesota (Pizza Hut)	\$ 120,000.00

It is recommended that the low bid meeting specification as submitted by D&S Pizza Inc. (Dominos) in the total (estimated) amount for the first year of \$108,000.00 be accepted. The second year renewal by mutual agreement is subject to the same conditions shown in the specifications.

**Fund:** 02-770-005-701-000-1490.01

**Program:** Child Nutrition – District Wide

**Fund Custodian:** Bill Hanson/Pam Bowe

**VENDOR LIST/TABULATION**

**BID-1234 PIZZA**

<b>D&amp;S Pizza Inc. (Dominos)</b> <b>International Falls MN</b>	<b>\$ 108,000.00</b>
Bulldog Pizza Duluth MN	No Response
Grandma's Sports Garden Duluth MN	No Response
Green Mill Duluth MN	No Response
Little Ceasar's Pizza Superior WI	No Response
Muy Pizzas Minnesota (Pizza Hut) St Pual MN	\$ 120,000.00
Papa John's Duluth MN	No Response
Pizza Luce Duluth MN	No Response
Pizza Man Duluth MN	No Response
Sammy's Pizza Duluth MN	No Response
VIP Pizza Duluth MN	No Response

INDEPENDENT SCHOOL DISTRICT NO. 709  
 Duluth Public Schools  
 Historic Old Central High School – 215 N. First Avenue E.  
 Duluth, MN. 55802-2069  
 218-336-8738

**MEMORANDUM**

**TO:** Bill Hanson, Director of Business Services/CFO  
**FROM:** Tony Kelekovich, <sup>TK</sup> Supervisor of Purchasing  
**SUBJECT:** RFP-300 VEHICLE FUEL REQUIREMENTS  
**DATE:** June 2, 2014

Request for Proposals for the purchase of district wide vehicle fuel requirements were advertised in the Duluth News Tribune and submitted to four (4) area vendors. The total is for a twelve (12) month period July 1, 2014 through June 30, 2015 and is based on estimated 72,000 gallon consumption. The overall contract period is July 1, 2014 through June 30, 2018 with renewals annually July 1<sup>st</sup> of each year by mutual agreement of both parties. The basis for renewal is compliance with original RFP specifications and vendor's ability to provide service as required.

There was only response as follows:

<u>EST. ANNUAL USAGE:</u>	<u>FUEL TYPE:</u>	<u>HOLIDAY STATION STORES:</u>
12,000 gals.	Unleaded	\$ 38,365.00
60,000 gals.	Diesel	\$ 210,126.00
<b><u>TOTAL ESTIMATED AMOUNT:</u></b>		<b><u>\$ 248,491.00</u></b>

It is recommended that the RFP meeting specifications as submitted by **Holiday Station Stores** in the total estimated amount of **\$248,491.00** be accepted.

<b><u>Fund Custodian:</u></b>	Transportation:	03-760-013-720-000-1442.00
	Maintenance:	01-810-015-000-000-1442.00
	Storeroom:	01-135-012-000-000-1442.00

## INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-300 VEHICLE FUEL REQUIREMENTS  
RECAP**VENDOR:****BID AMOUNT:**HARBOR CITY OIL  
DULUTH, MN

NO RESPONSE

HOLIDAY STATION STORES  
BLOOMINGTON, MN

\$248,491.00

INTER CITY OIL  
DULUTH, MN

NO RESPONSE

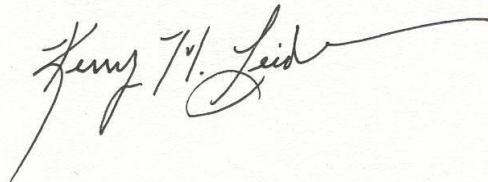
INTERSTATE SPUR  
DULUTH, MN

NO RESPONSE

# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Kerry M. Leider



**Date:** May 28, 2014

**Re:** Quote #4164 – District-wide Carpentry Labor

Quotes were solicited from eight contractors for the District-wide Carpentry Labor. Two (2) quotes were received in response to the School District's request for quotes covering the period from July 1, 2014 through June 30, 2015. Donald Holm Construction Company, Inc., 3211 West 3<sup>rd</sup> Street, Duluth, MN submitted the lowest responsible hourly rate quote with an estimated value of \$24,236.00 based on 400 estimated hours at a journeyman rate of \$60.59 per hour.

**Recommendation:**

It is recommended the School Board approve entering into a contract with Donald Holm Construction Company, Inc. to complete the work defined in Quote #4164 – District-wide Carpentry Labor for a total estimated annual amount of \$24,236.00.

It is further recommended the Duluth School Board approve the two (2) additional contract extension options through June 2017, if the amount is determined acceptable by the Director of Business Services and the Property and Risk Manager.

Attached please find the Quote Tab and Comparison with other fiscal years for reference.

Attachments



# COMPARISON

## CARPENTRY LABOR

July 1, 2014 through June 30, 2015

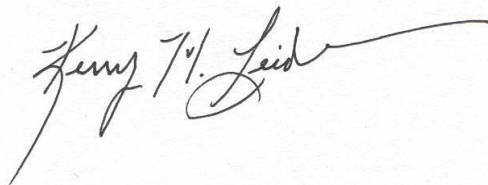
	change from FY14	FY15 Quote 4164	FY14 Quote 4074 3rd Year	FY13 Quote 4074 2nd Year	FY12 Quote 4074	19 month FY11 Bid #1133-1	FY09 Bid #1109	FY08 Bid #1076
Foreman	3.4%	<b>\$63.62</b>	\$62.60	\$61.55	\$60.06	\$56.73	\$57.81	\$53.51
Journeyman	3.6%	<b>\$60.59</b>	\$59.47	\$58.48	\$57.04	\$54.13	\$54.77	\$50.05
Apprentice level 8 (96%)	1.7%	<b>\$58.91</b>	\$58.90	\$57.91	\$56.50	\$52.82	\$54.29	\$49.40
Apprentice level 7 (92%)	1.7%	<b>\$57.23</b>	\$57.23	\$56.27	\$54.90	\$51.52	\$52.80	\$48.10
Apprentice level 6 (87%)	1.7%	<b>\$55.15</b>	\$55.14	\$54.22	\$52.90	\$49.89	\$50.92	\$46.46
Apprentice level 5 (82%)	1.7%	<b>\$53.05</b>	\$53.07	\$52.18	\$50.91	\$48.25	\$49.05	\$45.98
Apprentice level 4 (77%)	1.6%	<b>\$50.95</b>	\$50.99	\$50.13	\$48.91	\$46.63	\$47.18	\$43.19
Apprentice level 3 (72%)	1.6%	<b>\$48.87</b>	\$48.91	\$48.09	\$46.92	\$44.99	\$45.31	\$41.55
Apprentice level 2 (67%)	1.6%	<b>\$46.77</b>	\$46.83	\$46.04	\$44.92	\$43.36	\$43.44	\$39.92
Apprentice level 1 (62%)	1.5%	<b>\$44.68</b>	\$44.75	\$44.00	\$42.93	\$41.72	\$41.75	\$38.28
Foreman OVERTIME	3.4%	<b>\$87.05</b>	\$85.61	\$84.18	\$82.13	\$75.93	\$80.90	\$72.56
Journeyman OVERTIME	3.7%	<b>\$82.51</b>	\$80.88	\$79.53	\$77.59	\$72.04	\$76.22	\$67.53
Apprentice level 8 (96%) OVERTIME	1.8%	<b>\$80.00</b>	\$79.89	\$78.56	\$76.64	\$70.07	\$73.98	\$65.95
Apprentice level 7 (92%) OVERTIME	1.8%	<b>\$77.49</b>	\$77.39	\$76.10	\$74.24	\$68.13	\$71.74	\$64.00
Apprentice level 6 (87%) OVERTIME	1.8%	<b>\$74.34</b>	\$74.26	\$73.02	\$71.24	\$65.68	\$68.93	\$61.59
Apprentice level 5 (82%) OVERTIME	1.8%	<b>\$71.20</b>	\$71.15	\$69.96	\$68.25	\$63.22	\$66.13	\$59.17
Apprentice level 4 (77%) OVERTIME	1.8%	<b>\$68.06</b>	\$68.02	\$66.88	\$65.25	\$60.79	\$63.32	\$56.74
Apprentice level 3 (72%) OVERTIME	1.7%	<b>\$64.92</b>	\$64.89	\$63.81	\$62.25	\$58.34	\$60.52	\$54.33
Apprentice level 2 (67%) OVERTIME	1.7%	<b>\$61.78</b>	\$61.77	\$60.74	\$59.26	\$55.88	\$57.71	\$51.90
Apprentice level 1 (62%) OVERTIME	1.7%	<b>\$58.64</b>	\$58.65	\$57.67	\$56.26	\$53.43	\$54.90	\$49.49
Estimated Total Amount (400 hours)	3.6%	<b>\$24,236.00</b>	\$23,788.00	\$23,392.00	\$22,816.00	\$21,652.00	\$21,908.00	\$40,040.00

Reduced to 400 hours

# Memorandum

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

**From: Kerry M. Leider**



**Date: June 5, 2014**

**Re: Quote #4166 – Disposable Air Filters**

Quotes were solicited from nine contractors for the District-wide Disposable Air Filters. Five quotes were received in response to the School District's request for quotes covering the period from July 1, 2014 through June 30, 2015. Filtration Systems, Inc., 3943 Meadowbrook Road, St. Louis Park, MN and Air Climate Systems, 2800 West Broadway Avenue, Minneapolis, MN submitted the lowest responsible unit price quotes with an estimated combined value of \$44,736.00.

**Recommendation:**

It is recommended the School Board approve purchasing disposable air filters from Filtration Systems, Inc. and Air Climate Systems based on the quoted amounts defined in Quote #4166 – District-wide Disposable Air Filters for a total estimated annual amount of \$44,736.00

Attached please find the Quote Tab for reference.

Attachments

### QUOTE TABULATION - UNIT COST BREAK DOWN DISPOSABLE AIR FILTERS QUOTE #4166

		Air Climate Systems			Filtration Systems, Inc			JLX Filters, Inc		Total Filtration Services		* incorrect unit cost		* case quantity ordering	
		price	total	calculated amount	price	total	calculated amount	price	total	price *	total	price	total *	BDI Duluth	
filter description	count													price	total *
1	3 Ply Polyester Linked 7.75" x 19.75" x 1"	45	\$3.97	\$178.65		\$3.69	\$166.05	\$166.05	\$5.00	\$225.00	\$2.72	\$188.34	\$7.33	\$329.85	
2	3 Ply Polyester Linked 8" x 20" x 1"	27	\$3.97	\$107.19		\$3.69	\$99.63	\$99.63	\$5.00	\$135.00	\$2.72	\$112.98	\$7.33	\$197.91	
3	3 Ply Polyester Linked 9.75" x 22" x 1"	3	\$4.43	\$13.29	\$13.29	\$4.64	\$13.92		\$6.00	\$18.00	\$2.72	\$12.55	\$7.33	\$21.99	
4	3 Ply Polyester Linked 9.75" x 28" x 1"	3	\$4.43	\$13.29	\$13.29	\$4.64	\$13.92		\$8.00	\$24.00	\$2.72	\$12.55	\$8.96	\$26.88	
5	3 Ply Polyester Linked 9.75" x 34" x 1"	12	\$4.89	\$58.68		\$3.69	\$44.28	\$44.28	\$8.00	\$96.00	\$2.72	\$50.22	\$9.27	\$111.24	
6	3 Ply Polyester Linked 9.75" x 52" x 1"	3	\$5.69	\$17.07	\$17.07	\$8.78	\$26.34		\$9.00	\$27.00	\$5.44	\$25.11	\$20.94	\$62.82	
7	3 Ply Polyester Linked 9.75" x 60" x 1"	3	\$6.10	\$18.30	\$18.30	\$6.49	\$19.47		\$12.00	\$36.00	\$8.17	\$37.71	\$20.94	\$62.82	
8	3 Ply Polyester Linked 10" x 22" x 1"	42	\$4.43	\$186.06		\$3.69	\$154.98	\$154.98	\$6.00	\$252.00	\$2.72	\$175.75	\$7.33	\$307.86	
9	3 Ply Polyester Linked 10" x 45" x 1"	36	\$5.34	\$192.24	\$192.24	\$9.81	\$353.16		\$8.00	\$288.00	\$4.62	\$255.88	\$14.70	\$529.20	
10	3 Ply Polyester Linked 10" x 60" x 1"	72	\$6.10	\$439.20	\$439.20	\$6.49	\$467.28		\$12.00	\$864.00	\$5.88	\$631.32	\$20.94	\$1,507.68	
11	3 Ply Polyester Linked 12" x 22" x 1"	3	\$4.43	\$13.29	\$13.29	\$4.64	\$13.92		\$6.00	\$18.00	\$2.72	\$12.55	\$10.20	\$30.60	
12	3 Ply Polyester Linked 12" x 24" x 1"	6	\$2.99	\$17.94		\$2.66	\$15.96	\$15.96	\$5.00	\$30.00	\$2.10	\$19.38	\$3.23	\$19.38	
13	3 Ply Polyester Linked 15" x 20" x 1"	72	\$2.97	\$213.84		\$2.51	\$180.72	\$180.72	\$4.00	\$288.00	\$2.10	\$232.62	\$10.20	\$734.40	
14	3 Ply Polyester Linked 16" x 100" x 1"	15	\$10.65	\$159.75		\$9.91	\$148.65	\$148.65	\$18.00	\$270.00	\$9.80	\$226.15	\$14.58	\$218.70	
15	3 Ply Polyester Linked 16" x 120" x 1"	15	\$11.75	\$176.25	\$176.25	\$12.19	\$182.85		\$23.00	\$345.00	\$12.25	\$282.69	\$20.20	\$303.00	
16	3 Ply Polyester Linked 16" x 20" x 1"	36	\$3.05	\$109.80		\$2.59	\$93.24	\$93.24	\$4.00	\$144.00	\$2.10	\$116.31	\$3.44	\$123.84	
17	3 Ply Polyester Linked 16" x 70" x 1"	6	\$8.77	\$52.62		\$7.86	\$47.16	\$47.16	\$14.00	\$84.00	\$7.35	\$67.85	\$20.63	\$123.78	
18	3 Ply Polyester Linked 16" x 78" x 1"	12	\$9.15	\$109.80		\$7.63	\$91.56	\$91.56	\$15.00	\$180.00	\$7.35	\$135.69	\$13.53	\$162.36	
19	3 Ply Polyester Linked 20" x 20" x 1"	699	\$4.22	\$2,949.78		\$2.81	\$1,964.19	\$1,964.19	\$4.00	\$2,796.00	\$2.45	\$2,634.69	\$3.81	\$2,663.19	
20	3 Ply Polyester Linked 20" x 78" x 1"	12	\$10.32	\$123.84		\$8.40	\$100.80	\$100.80	\$17.00	\$204.00	\$8.43	\$155.63	\$14.83	\$177.96	
21	3 Ply Polyester Linked 20" x 80" x 1"	3	\$10.65	\$31.95		\$9.89	\$29.67	\$29.67	\$18.00	\$54.00	\$9.80	\$45.23	\$14.83	\$44.49	
22	3 Ply Polyester Linked 24" x 124" x 1"	6	\$16.61	\$99.66		\$15.10	\$90.60	\$90.60	\$29.00	\$174.00	\$14.62	\$134.95	\$21.89	\$131.34	
23	3 Ply Polyester Linked 25" x 123" x 1"	12	\$16.96	\$203.52		\$15.85	\$190.20	\$190.20	\$30.00	\$360.00	\$16.54	\$305.35	\$22.94	\$275.28	
24	3 Ply Polyester Linked 25" x 124" x 1"	6	\$17.31	\$103.86		\$15.85	\$95.10	\$95.10	\$30.00	\$180.00	\$16.54	\$152.68	\$22.94	\$137.64	
25	3 Ply Polyester Linked 25" x 40" x 1"	12	\$8.40	\$100.80		\$5.93	\$71.16	\$71.16	\$10.00	\$120.00	\$5.62	\$103.75	\$8.19	\$98.28	
26	3 Ply Polyester Linked 25" x 48" x 1"	3	\$9.15	\$27.45		\$6.81	\$20.43	\$20.43	\$12.00	\$36.00	\$6.62	\$30.55	\$10.69	\$32.07	
27	3 Ply Polyester Linked 25" x 92" x 1"	9	\$13.81	\$124.29	\$124.29	\$14.52	\$130.68		\$24.00	\$216.00	\$13.23	\$183.18	\$21.25	\$191.25	
28	3 Ply Polyester Linked 25" x 93" x 1"	6	\$13.81	\$82.86	\$82.86	\$14.52	\$87.12		\$25.00	\$150.00	\$13.23	\$122.12	\$21.25	\$127.50	
29	3 Ply Polyester Linked 93" x 25" x 1"	18	\$13.81	\$248.58	\$248.58	\$14.52	\$261.36		\$25.00	\$450.00	\$13.23	\$366.37	\$21.25	\$382.50	
30	3 Ply Polyester Linked 97" x 25" x 1"	6	\$14.17	\$85.02		\$12.83	\$76.98	\$76.98	\$25.00	\$150.00	\$13.23	\$122.12	\$20.56	\$123.36	
31	3 Ply Polyester Linked 12" x 24" x 2"	6	\$2.99	\$17.94		\$2.66	\$15.96	\$15.96	\$5.00	\$30.00	\$2.10	\$19.38	\$3.23	\$19.38	
32	3 Ply Polyester Linked 14" x 25" x 2"	3	\$4.89	\$14.67		\$3.12	\$9.36	\$9.36	\$5.00	\$15.00	\$2.45	\$11.31	\$13.28	\$39.84	
33	3 Ply Polyester Linked 16" x 20" x 2"	36	\$3.05	\$109.80		\$2.59	\$93.24	\$93.24	\$5.00	\$180.00	\$2.10	\$116.31	\$3.44	\$123.84	
34	3 Ply Polyester Linked 20" x 20" x 2"	288	\$4.22	\$1,215.36		\$2.81	\$809.28	\$809.28	\$4.00	\$1,152.00	\$2.45	\$1,085.54	\$3.81	\$1,097.28	
35	3 Ply Polyester Linked 24" x 24" x 2"	18	\$5.40	\$97.20		\$3.60	\$64.80	\$64.80	\$6.00	\$108.00	\$2.92	\$80.86	\$4.43	\$79.74	
36	Metal Frame 20" x 24" x 2"	1220	\$2.86	\$3,489.20	\$3,489.20	\$3.08	\$3,757.60		\$5.00	\$6,100.00	\$2.81	\$5,274.15	\$26.84	\$32,744.80	
37	Metal Frame 12" x 24" x 4"	21	\$44.51	\$934.71		\$25.95	\$544.95	\$544.95	\$31.00	\$651.00	\$25.56	\$825.78	\$76.70	\$1,610.70	
38	Metal Frame 16" x 20" x 4"	71	\$51.80	\$3,677.80		\$27.37	\$1,943.27	\$1,943.27	\$33.00	\$2,343.00	\$27.39	\$2,991.83	\$103.13	\$7,322.23	
39	Metal Frame 16" x 25" x 4"	66	\$51.80	\$3,418.80		\$28.31	\$1,868.46	\$1,868.46	\$35.00	\$2,310.00	\$30.95	\$3,142.62	\$105.03	\$6,931.98	
40	Metal Frame 20" x 20" x 4"	31	\$59.19	\$1,834.89		\$28.78	\$892.18	\$892.18	\$35.00	\$1,085.00	\$31.91	\$1,521.86	\$86.86	\$2,692.66	
41	Metal Frame 20" x 20" x 4"	20	\$59.19	\$1,183.80		\$28.78	\$575.60	\$575.60	\$35.00	\$700.00	\$31.91	\$981.85	\$86.86	\$1,737.20	
42	Metal Frame 20" x 24" x 4"	31	\$60.21	\$1,866.51		\$30.92	\$958.52	\$958.52	\$39.00	\$1,209.00	\$33.85	\$1,614.38	\$92.60	\$2,870.60	
43	Metal Frame 20" x 24" x 4"	20	\$60.21	\$1,204.20		\$30.92	\$618.40	\$618.40	\$39.00	\$780.00	\$33.85	\$1,041.54	\$92.60	\$1,852.00	
44	Metal Frame 20" x 25" x 4"	68	\$60.38	\$4,105.84		\$31.62	\$2,150.16	\$2,150.16	\$40.00	\$2,720.00	\$34.74	\$3,634.34	\$98.83	\$6,720.44	
45	Metal Frame 24" x 24" x 4"	13	\$66.34	\$862.42		\$32.09	\$417.17	\$417.17	\$45.00	\$585.00	\$37.57	\$751.40	\$88.42	\$1,149.46	
46	Metal Frame with Lip 12" x 24" x 4"	76	\$44.51	\$3,382.76		\$26.42	\$2,007.92	\$2,007.92	\$34.00	\$2,584.00	\$26.83	\$3,137.05	\$36.35	\$2,762.60	
47	Metal Frame with Lip 16" x 25" x 4"	1	\$51.80	\$51.80		\$30.20	\$30.20	\$30.20	\$45.00	\$45.00	\$19.80	\$30.46	\$45.97	\$45.97	
48	Metal Frame with Lip 20" x 20" x 4"	192	\$59.19	\$11,364.48		\$30.20	\$5,798.40	\$5,798.40	\$39.00	\$7,488.00	\$33.88	\$10,007.63	\$42.52	\$8,163.84	
49	Metal Frame with Lip 20" x 24" x 4"	192	\$60.21	\$11,560.32		\$32.56	\$6,251.52	\$6,251.52	\$43.00	\$8,256.00	\$35.79	\$10,571.82	\$47.33	\$9,087.36	
50	Metal Frame with Lip 20" x 25" x 4"	2	\$60.38	\$120.76		\$33.04	\$66.08	\$66.08	\$50.00	\$100.00	\$22.28	\$68.55	\$51.21	\$102.42	
51	Metal Frame with Lip 24" x 24" x 4"	74	\$66.34	\$4,909.16		\$33.51	\$2,479.74	\$2,479.74	\$48.00	\$3,552.00	\$41.89	\$4,769.02	\$51.62	\$3,819.88	
52	Plastic Frame with Lip (pool) 20" x 20" x 4"	6	\$59.19	\$355.14		\$30.20	\$181.20	\$181.20	\$75.00	\$450.00	\$33.88	\$312.74	\$45.71	\$274.26	
53	Plastic Frame with Lip (pool) 20" x 24" x 4"	6	\$60.21	\$361.26		\$32.56	\$195.36	\$195.36	\$84.00	\$504.00	\$35.79	\$330.37	\$50.88	\$305.28	
54	Standard Pleated 12" x 24" x 2"	498	\$2.12	\$1,055.76	\$1,055.76	\$2.49	\$1,240.02		\$3.00	\$1,494.00	\$2.01	\$1,539.97	\$2.86	\$1,424.28	
55	Standard Pleated 14" x 25" x 2"	3	\$2.70	\$8.10	\$8.10	\$3.03	\$9.09		\$7.00	\$21.00	\$2.40	\$11.08	\$3.10	\$9.30	
56	Standard Pleated 16" x 20" x 2"	282	\$2.33	\$657.06	\$657.06	\$2.67	\$752.94		\$3.00	\$846.00	\$1.74	\$754.89	\$2.93	\$826.26	
57	Standard Pleated 16" x 24" x 2"	18	\$2.60	\$46.80	\$46.80	\$3.07	\$55.26		\$5.00	\$90.00	\$2.48	\$68.68	\$3.16	\$56.88	
58	Standard Pleated 16" x 25" x 2"	399	\$2.67	\$1,065.33	\$1,065.33	\$3.08	\$1,228.92		\$3.50	\$1,396.50	\$2.02	\$1,239.97	\$3.24	\$1,292.76	
59	Standard Pleated 20" x 20" x 2"	1059	\$2.70	\$2,859.30	\$2,859.30	\$2.85	\$3,018.15		\$3.50	\$3,706.50	\$2.02	\$3,291.05	\$3.25	\$3,441.75	
60	Standard Pleated 20" x 25" x 2"	354	\$3.09	\$1,093.86	\$1,093.86	\$3.40	\$1,203.60		\$4.50	\$1,593.00	\$2.45	\$1,334.31	\$3.59	\$1,270.86	
61	Standard Pleated 24" x 24" x 2"	384	\$3.09	\$1,186.56	\$1,186.56	\$3.89	\$1,493.76		\$4.75	\$1,824.00	\$2.74	\$1,618.71	\$3.86	\$1,482.24	
62	Standard Pleated 30" x 24" x 2"	18	\$5.74	\$103.32	\$103.32	\$9.07	\$163.26		\$10.00	\$180.00	\$6.37	\$176.40	\$7.94	\$142.92	
63	Standard Pleated 18" x 24" x 4"	1	\$8.88	\$8.88	\$8.88	\$9.21	\$9.21		\$15.00	\$15.00	\$6.23	\$9.58	\$7.89	\$7.89	
64	Filter Media Roll 16" x 540" x 1/4"	12	\$14.17	\$170.04	\$170.04	\$26.71	\$320.52		\$40.00	\$480.00	\$65.27	\$1,204.98	n/a		
<b>Estimated Total Amount of Quote</b>			\$70,652.70	\$13,082.87		\$46,475.48	\$31,653.13		\$62,807.00		\$70,522.65		\$110,768.07		

Strike through indicates incorrect calculation

Combined Approved Total

**\$44,736.00**

**9070 - Regular Meetings/Other Meetings**

Regular meetings of the School Board shall be held the third Tuesday of each month at 6:30 p.m. at the ~~Central Administration Building~~Historic Old Central High School unless otherwise scheduled by the School Board. Other Tuesdays of each month, along with committee meeting days, will be reserved for Committee of the Whole meetings to be called by the Chairperson, the School Board, or through the written request of ~~two~~three School Board Members.

The use of other days for meetings should be kept to a minimum.

Refer to Bylaw 9100 – Special Meetings

MN Statute 123B.09 Sub. 6

Adopted: 06-09-1970 ISD 709

Revised: 02-08-1972

12-11-1973

05-11-1976

04-21-1987

01-04-1993

06-20-1995

06-20-2000 ISD 709

06-17-2014

### **9100 - Special Meetings**

The Chairperson, or in the absence of the Chairperson the Vice-Chairperson, may call special meetings of the School Board at any time or place when he/she may deem it necessary. The acting presiding officer shall call a meeting of the School Board at a designated time and place when requested in writing to do so by ~~two~~ three (3) or more members of the School Board.

Refer to Bylaw 9070 – Regular/Other Meetings

MN Statute 123B.09 Subd. 6

Adopted: 06-09-1970 ISD 709

Revised: 02-08-1972

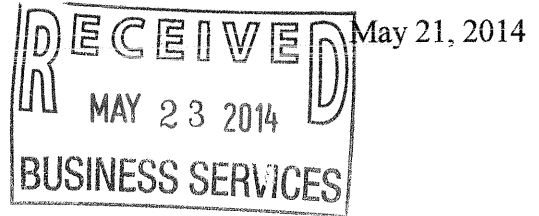
12-11-1973

05-11-1976

04-21-1987

06-20-1995 ISD 709

06-17-2014



Mr. William Hanson  
Director of Finance  
Independent School District 709  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802

RE: Extension of terms as defined in the SECOND ADDENDUM TO PROGRAM AGREEMENT  
DULUTH HERITAGE SPORTS CENTER – DULUTH SCHOOL DISTRICT

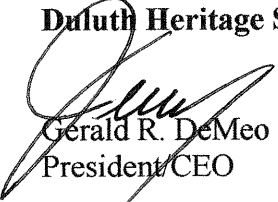
Dear Bill,

We have been informed that, in accordance with paragraph 6 the Second Addendum To Program Agreement - Duluth Heritage Sports Center – Duluth School District, you wish to extend the expiration date of that Second Addendum from September 1, 2014 to September 1, 2015, without any additional changes in the terms and conditions defined within that Second Agreement.

We have also been informed that the Duluth Amateur Hockey Association also wishes to extend this Agreement and will provide their consent to this extension.

Please confirm this understanding by affixing your signature below and return it to me on or before June 15, 2014

Sincerely  
**Duluth Heritage Sports Center**



Gerald R. DeMeo  
President/CEO

We agree to extend the term of expiration for the Second Addendum To Program Agreement - Duluth Heritage Sports Center – Duluth School District from September 1, 2014 to September 1, 2015. We understand that all other terms and conditions within said Second Agreement continue in full force and effect until such time as said Second Agreement shall expire.

**INDEPENDENT SCHOOL DISTRICT 709**  
Duluth, Minnesota

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

**Consent**

The Duluth Amateur Hockey Association, Inc. hereby consents to the foregoing extension of the Second Addendum to Program Agreement between Duluth Heritage Sports Center and Independent School District 709, Duluth, Minnesota. To the extent the foregoing and attached Second Addendum has the effect of modifying that certain Program Agreement between Duluth Heritage Sports Center and Duluth Amateur Hockey Association, Inc.; the undersigned hereby consents and agrees to such modification.

**DULUTH AMATEUR HOCKEY ASSOCIATION, INC.**  
Duluth, Minnesota

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



**EMPLOYER INFORMATION**

Employer: <b>INDEPENDENT SCHOOL DISTRICT NO. 709</b>		Federal Tax ID Number: <b>041-6003776</b>	Desired Effective Date: <b>07/01/2014</b>	
Name and title of person responsible for benefits decisions: <b>WILLIAM HANSON, EXECUTIVE DIRECTOR OF BUSINESS SERVICES/CFO</b>			Phone: <b>(218) 336-8704</b>	
Address: <b>215 NORTH FIRST AVENUE EAST</b>	City: <b>DULUTH</b>	County: <b>ST. LOUIS</b>	State: <b>MN</b>	Zip Code: <b>55802</b>
Name and title of person responsible for billing and accounting: <b>SHELLY ST. GERMAINE, BENEFITS COORDINATOR</b>			Phone: <b>(218) 336-8723</b>	
Email Address: <b>SHELLY.STGERMAINE@ISD709.ORG</b>			Fax: <b>(218) 336-8785</b>	

**# OF EMPLOYEES TO BE INCLUDED IN COVERAGE**

**ELIGIBILITY CRITERIA**

The Public Employees Insurance Program requires that 75% of all eligible employees participate in the Program. Those individuals who waive coverage due to coverage elsewhere are not included in the 75% calculation.

Total # of eligible employees: 1,074

# of employees who waived & have no other coverage: 0

# of employees who waived due to coverage elsewhere: 32

# of early retirees/COBRA: 139

**Total number to be included in PEIP: 1,245**

Please attach a separate list of the following covered individuals (if any) with full names, social security numbers and effective date of coverage continuation:

- ♦ Cobra individuals
- ♦ Disabled individuals
- ♦ Retirees
- ♦ Other (explain)

The Public Employees Insurance Program allows employers the opportunity to determine eligibility criteria. If you would like to use the Program's **standard eligibility criteria** (listed below) check here:

Yes  No If no, attach a copy of your group's eligibility policy. (Your policy must conform to the PEIP's minimum criteria guidelines. See employer manual for minimum requirements.)

**Standard Eligibility Criteria:**

Eligible:

- ♦ Employees working 24 hours per week or more in a Collective Bargaining Unit or an Individual Contract
- ♦ Newly eligible employees. The first day of the month following the date of hire; employees hired on the first day of their contract school year shall be covered from the date of employment
- ♦ Spouses/Dependents
- ♦ Surviving Dependents
- ♦ Retirees & early retirees as defined by ISD #709

**SELECTION OF COVERAGE**

**COBRA/MN Continuation/Retiree Billing**

<p>Health Coverage:</p> <p><input checked="" type="checkbox"/> Advantage High Plan</p>	<p><input checked="" type="checkbox"/> Group will do own COBRA/Retiree Administration</p> <p><input type="checkbox"/> PEIP will assist in COBRA/Retiree Billing and Administration</p> <p><input checked="" type="checkbox"/> Group will bill for early retirees and COBRA</p> <p><input type="checkbox"/> PEIP will bill early retirees and COBRA directly</p>
<p><b>Optional Dental Coverage:</b></p> <p><input type="checkbox"/> Preventive Plan</p> <p><input type="checkbox"/> Comprehensive Plan</p>	<p>Employer Contributes:</p> <p><input type="checkbox"/> 90-100% of employee premium.</p> <p><input type="checkbox"/> 50-89% of employee premium.</p> <p>If dependent dental coverage is offered, family dental will be packaged with family medical (i.e. employees who choose family medical must choose family dental).</p>

**Employee Life/Accidental Death & Dismemberment Insurance**

Minimum \$10,000, maximum \$300,000 available in \$5,000 increments. Amounts in excess of the group's guaranteed issue amount are subject to evidence of insurability. Employees who waive medical coverage because they are covered under another plan may still participate in life/AD&D insurance coverage, providing 100% of those employees participate in life/AD&D coverage.

Choose one:  \$10,000 flat amount per active employee  Amount equal to salary

Other (please specify below)

Eligibility:  All employees  Medical lock \_\_\_\_\_

Advance payment of \$ N/A is submitted with this application to be applied to monthly charges. This amount represents an estimate of the group's monthly premium, as calculated according to preliminary information supplied by the group to Innovo Benefits Administration. Make check payable to the Minnesota Public Employees Insurance Program.

Employer agrees to pay monthly, in advance (by the 25th of the prior month), the entire charges due for all participating individuals. In addition, the employer bears the responsibility to collect and pay to the Minnesota Public Employees Insurance Program any and all amounts to be contributed toward such charges by employees or early retirees of the employer.

**TERMS AND CONDITIONS**

1. By completing and signing this application for group coverage, you are agreeing to participate in the Minnesota Public Employees Insurance Program under all the terms and conditions contained in the proposal/renewal letter provided to you by the Minnesota Public Employees Insurance Program.
2. You agree that the eligibility guidelines in effect today may not be changed until the annual renewal.

You agree to participate for a two-year term. M.S. 43A.316, Subd. 5. (d) Participation in the program is for a two-year term. **Participation is automatically renewed for an additional two-year term unless the exclusive representative, or the employer for unrepresented employees, gives the commissioner notice of withdrawal at least 30 days before expiration of the participation period.** A group that withdraws must wait two years before rejoining. An exclusive representative, or employer for unrepresented employees, may also withdraw if premiums increase 50 percent or more from one insurance year to the next. The employer is liable for the full premium due within the two year commitment in the case of an invalid termination.

Following receipt of this application, coverage selections and final rates will be confirmed in writing by the Program. Premiums are guaranteed for one year. Withdrawal from the Minnesota Public Employees Insurance Program at any time prior to the end of the two-year term may result in the state pursuing legal action against the employer. Withdrawal for any reason will result in the group's ineligibility to participate for two years.

This application constitutes an offer to purchase Minnesota Public Employees Insurance Program coverage. No contract is created until the applicant receives written confirmation of acceptance from the Minnesota Public Employees Insurance Program. No agent has the authority to waive any of the Minnesota Public Employees Insurance Program's rights or requirements or to make or alter any contract or policy. In accepting group coverage under the Minnesota Public Employees Insurance Program, it is acknowledged that:

1. The applicant is the employer for purposes of ERISA (to the extent applicable), COBRA and state law regarding continuation and conversion of group health coverage. The employer will therefore be responsible for notifying the PEIP of any and all information necessary to fulfill its obligations under these laws. The employer is also responsible for receiving from employees and forwarding to the PEIP notices of events such as an employee's divorce or legal separation or cessation of a child's eligibility under this Program.
2. The employer bears full responsibility for ensuring that its Plan satisfies any and all requirements of state or federal law that relate to employee benefit plans, including ERISA and HIPAA. Employer's legal counsel should be consulted to ensure compliance with these laws.
3. The employer assumes responsibility for collecting from employees and forwarding to the Minnesota Public Employees Insurance Program in a timely and accurate manner, notices of events such as addition of new employees, changes in coverage for employees or retirees, and changes in marital or dependent status of employees and retirees.
4. The employer understands that the monthly premium must be received in the billing and enrollment administrator's office by the 25th of the month in which you receive your invoice. The employer understands that the PEIP may terminate the employer's insurance coverage after two premium delinquencies and that there will be a \$20 service fee for all Non-Sufficient-Fund (NSF) checks.

**EMPLOYER SIGNATURE**

I hereby apply for coverage stated within. I have reviewed the proposal, the terms of coverage, and the terms and conditions of participation in the Minnesota Public Employees Insurance Program. I am submitting advance payment for the first month's estimated charges.

\_\_\_\_\_

Agent signature

\_\_\_\_\_

Authorized signature

**BOARD CHAIR**

\_\_\_\_\_

Title Date

**EXCLUSIVE REPRESENTATIVE (if applicable)**

I have reviewed the selections of coverages and acknowledge that the selections are in accordance with the current collective bargaining agreement. I further acknowledge that charges for selected coverages will be collected and remitted to the billing and enrollment administrator by their employer according to the procedures established by PEIP.

\_\_\_\_\_

Exclusive representative signature

\_\_\_\_\_

Title Date

Innovo Benefits Signature

Date

# Memorandum

**To:** Bill Hanson

School Board Members

**From:** Jason Barsness, Coordinator of Health,  
Safety and Environmental Management

**Date:** 6/4/2014

**Re:** Contract for Safety and OSHA regulated training consulting services

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Apex Online Development, LLC was researched and chosen to be the best product for the district's safety training needs three years ago. The company continues to provide a reputable service and has held a consistent price point over the years. Their price is based on a per-building rate for the next three years covering July 1, 2014 through June 30, 2017 at a cost of \$33,750.

The attached contract between ISD709 and Apex Online Development, LLC provides required OSHA training and other online training services to our employees district-wide. The Service includes a custom training platform with training record management services.

It is recommended the Duluth School Board approve entering into a contract with Apex Online Development, LLC for consulting services based on past services and comparison of available products.

Thank you.

Enclosures

Cc: Kerry Leider



# Order Schedule 2014

May 01

This order schedule outlines the details about services provided by Apex Online Development, LLC for Duluth Public Schools.

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## Introduction

The following services and content are to be provided by Apex Online Development, LLC ("APEXOD") to Duluth Public Schools ("DULUTH") under the Agreement. The service fees are broken down into four categories:

- Initial Launch Service
- Annual Service
- Data Storage and Bandwidth overage fees
- System Customization

## Software Services

### The Total Program

The Total Program is a Health and Safety Management System (HSMS) will NOT be included in this proposal. It may be added to the DULUTH deployment at any time in the future.

### Total Training

Total Training is a learning management system that streamlines the training and recordkeeping process. Videos, PowerPoint presentations and even PDF documents can be delivered via a standard web browser to employees. After an employee has comprehension of the content, they continue to the examination to confirm their comprehension. Upon successfully completing the exam, a certificate of completion can be printed. All training records are logged and available from the report server.

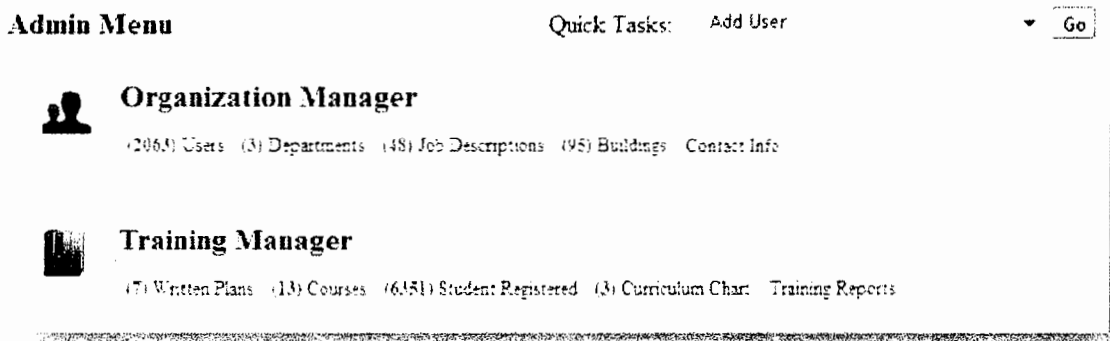


Figure 1: Features included in The Total Program

## Service Model

Included in the service model are the following items:

- Customer support
  - Phone

- Email
- Remote Access
- Dedicated hosting at a commercial datacenter
- Nightly Data Backups
- Software Licensing
- Free Feature Upgrades to the licensed products

### **Initial Launch Service**

Here is a comprehensive list of items included in the Initial Launch Service.

- First year of software usage license for the following:
  - Total Training – Learning Management System (LMS)
- Data Import<sup>1</sup>
  - Users
  - Buildings
  - Upload and render existing training video(s), presentation(s), and/or document(s) for course content
    - DULUTH may choose from ApexOD's library of training templates
- Working with District Staff, walking them through:
  - Department creation
  - Assist Staff with training curriculum setup
  - Assist Staff with associating trainees to job descriptions
- ½ day onsite hands-on system training unlimited staff members

### **Annual Service**

Here is a comprehensive list of items included in the Annual Service.

- Annual software usage license for the following:
  - Total Training – Learning Management System (LMS)
- Free Apex News to assist in optimizing system usage & inform client of new feature releases.
- Unlimited trainings for District Staff
- Customer support
  - Phone
  - Email
  - Remote Access
- Dedicated hosting at a commercial datacenter
- Nightly Data Backups
- Software Licensing
- Free Feature Upgrades to the licensed products

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<sup>1</sup> Using spreadsheet templates provided by Apex Online Development, LLC.

**Service Costs**

The services costs are displayed below in the table.

<b>Total Training</b>			
<b>Number of Buildings</b>	15		
<b>Three Year Annual Service Contract</b>			
Description	Unit Cost	Units	Extended
Total Training Service – Unlimited Programs (No Cost Upgrade to Unlimited from 20 Programs)	\$ 750	15	\$ 11,250
<b>Annual Service Total (Starting July 1<sup>st</sup> 2014 to June 30<sup>th</sup> 2017)</b>			<b>\$ 11,250</b>
<b>Total Three Year Service Contract</b>			<b>\$ 33,750</b>

**Data Storage and Transfer Overage Charges**

Your organization is allowed 5 GB of storage per the Software as a Service Terms of Use Agreement. We believe these amounts are sufficient for most organizations. Should your organization require additional storage in excess of those amounts, we will charge the nominal rate on an annual basis to cover the additional storage and transfer requirements.

**System Customization**

System Customization (programming) can be proposed on a Time and Materials basis at \$120/hr. For any work, Apex Online Development, LLC will provide a Statement of Work before engaging in custom work.

**Training Customization**

Training Customization (voice over, rendering, etc.) can be proposed on a Time and Materials basis at \$80/hr. For any work, Apex Online Development, LLC will provide a Statement of Work before engaging in custom work.

**Note on Programs**

A customer may have multiple trainings on a given program tailored to different departments or employees. For example, there may be multiple trainings on Bloodborne Pathogens. There may be a customized training for the Special Education department, one for the Custodial team and one for general employees. All three count as one course. If there is training customization (voice over, rendering, etc.) required from ApexOD, the standard Training Customization rate will apply.



**Terms**

Acceptance of this Order Schedule indicates acceptance of the SOFTWARE AS A SERVICE TERMS OF USE AGREEMENT. Payment is due upon execution of the Order Schedule.

We would like to commit to an additional 3 years of annual service at the current discounted Per Building Cost of \$750/year. Payment of the Annual service is due on the contract date with terms of NET 30 DAYS.

**Signatures**

Duluth Public Schools

Apex Online Development, LLC

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

Print Name: Duff R. Dorschner

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

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

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

Date : 05/01/2014 \_\_\_\_\_

LEASE  
between  
NORTHWOOD CHILDREN'S SERVICES  
DULUTH, MINNESOTA  
and  
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1<sup>st</sup> day of July, 2014, by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee hereby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 714 ½ West College Street, designated as Chester Creek Academy having a floor space of 15,780 square feet on approximately two acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Chester Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1<sup>st</sup> day of July, 2014, until the 1<sup>st</sup> day of July, 2017, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

For the years of the lease, commencing July 1, 2014, and ending June 30, 2017, the sum of Sixty three thousand, one hundred twenty and 00/100ths Dollars (\$63,120) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto, and for no other use or purpose without the written consent of Lessor, and Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances,

Section 2. Use of Premises - continued.

regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by ISD 709 in accordance with the terms of its charter from Northwood Children's Services shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessee's use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, areas, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.

use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This leases may be canceled and terminated as follow:

- a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.
- b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.

liability insurance, in the amount of or greater than One Million Dollars (\$1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessee's operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise, this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or relet the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such reletting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 215 North First Avenue East, Duluth, Minnesota 55802 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessor, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessor addressed to: Northwood Children's Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

\_\_\_\_\_  
NORTHWOOD CHILDREN'S SERVICES  
Lessor

\_\_\_\_\_  
INDEPENDENT SCHOOL DISTRICT No. 709  
Lessee

\_\_\_\_\_  
Kenneth Johnson, Board Chair      Date

\_\_\_\_\_  
Mike Miernicki, Board Chairperson      Date

\_\_\_\_\_  
Richard Wolleat      Date

\_\_\_\_\_  
Judy Seliga Punyko, Clerk of the Board  
Date

\_\_\_\_\_  
President & Chief Executive Officer



3. Insurance. Parties shall secure and pay for insurance as follows:
- a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of \$1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.
  - b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by  Lessor \_\_\_ Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.
4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.
5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.
6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.
7. Notices. The parties agree that any notices under this lease shall be addressed as follows:
- Lessor:           President & CEO  
                       Northwood Children's Services  
                       714 W. College Street  
                       Duluth, Minnesota 55811
- Lessee:            Director of Business Services  
                       Independent School District No. 709  
                       215 North First Avenue East  
                       Duluth, Minnesota 55802

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

**Lessor/Security Party**

Northwood Children’s Services  
714 West College Street  
Duluth, Minnesota 55811

LESSOR:

\_\_\_\_\_  
Kenneth Johnson, Board Chair                      Date

\_\_\_\_\_  
Richard Wolleat, President & CEO                      Date

**Lessee/Debtor**

Independent School District No. 709  
215 North First Avenue East  
Duluth, Minnesota 55802

LESSEE:

\_\_\_\_\_  
Mike Miernicki, Board Chair                      Date

\_\_\_\_\_  
Judy Seliga Punyko, Clerk of the Board  
Date

**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>
Piedmont	DTCU	XXXXXX4		Diana Stratioti
Woodland Hills	DTCU	XXXX1		Judy Gilbertson

**2014-2015 RESOLUTION FOR MEMBERSHIP  
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

**RESOLVED**, that the Governing Board of School District Number 709, County of St. Louis, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

**FURTHER RESOLVED**, that the high school(s) listed below (name all high schools in the district):

East High School                      Benfeld High School  
\_\_\_\_\_  
\_\_\_\_\_

is/are authorized by this, the Governing Board of said school district or school to:

1.  Make new application for membership in the Minnesota State High School League; School Enrollment (9-12): \_\_\_\_\_  
**OR;**  
 Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.
3.  Our school **WILL NOT** be renewing its membership in the Minnesota State High School League.

**FURTHER RESOLVED**, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representative identified by the Governing Board.

*Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.*

The above Resolution was adopted by the Governing Board of this school/district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: \_\_\_\_\_  
Clerk/Secretary - Local Governing Board

Signed: William Gronseth  
Superintendent or Head of School  
William Gronseth

Date: May 28, 2014

Date: 05/28/14

District Office Address, City, Zip: Duluth Public School, 215 North First Avenue East, Duluth, MN 55802

School Superintendent's Phone: (218) 336-8752

School Superintendent's Email: william.gronseth@isd.709

**RETURN ONE COPY TO THE MSHSL NOT LATER THAN SEPTEMBER 1, 2014**

**RESOLUTION****Adoption of the Fiscal Year 2015 Budget**

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County, State of Minnesota, that the fiscal year 2015 budget as presented to the School Board, be adopted.

	Amount
DRAFT FY 15 Savings:	
Telephone Line Savings	\$25,000
Preliminary DW Consideration Plan	\$250,000
Sub-Total - Considerations	\$275,000
DRAFT FY 15 Investments:	
Add Teachers to Reduce Class Size	\$1,450,000
Additional Investment for Curriculum Materials	150,000
Additional Investment for Student Achievement	200,000
Curriculum Alignment Work (One-time)	275,000
Pension Cost Increase (DTRFA)	85,000
Furniture/Labor for closed campus	200,000
Sub-Total Investments	\$2,360,000
NET-TOTAL DRAFT Items	(\$2,085,000)

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Informational: Items From Previous Budget Discussions

District Administration Reductions:

Review Non-labor Budgets for HOCHS Departments	\$	TBD
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Learning Services:

Revise Intervention Plan	TBD	
Modify Allocation of Data Coaches	90,000	
Review Teacher Development Stipends	TBD	
Curriculum Modifications	TBD	
Special Service Modifications	TBD	
Review Program Expenses for:	TBD	
Co-Curricular/Extra-Curricular Activities		
ELL		
Gifted & Talented		
Homeless		

Business Services:

- Facilities Modifications
- Finance Modifications
- Human Resources Modifications

Transportation Modifications

Increase Walking Distance - Elementary	400,000
Increase Walking Distance - Middle School	20,000

Technology:

One-time spending reduction	150,000
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Instruction:

Site Administration Reductions	TBD	
Reduce Special Services Expenses	TBD	
Reduce Middle School Staffing Allocation	315,000	3.5 fte
Limit HS schedule to six classes	90,000	Applies only to Grade 9 now
Reduce Zero Hour Staffing Allocation	180,000	1.0 fte per HS site
Review all Non-Intervention Classes < 25/1	TBD	

District Wide Other:

Revenues

Increase Chargeback to Food Service and Community Education	TBD
Seek Contributions in Exchange for Naming Rights	TBD

**RESOLUTION****Ten-Year Capital Facilities Plan – 2014 Update**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Ten-Year Capital Facilities Plan – 2014 Update, is approved.

# Capital Facilities Plan Totals by Year

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

FY	FISCAL YEAR COST BY CATEGORY					
	CAP IMPROV	SCHED MAINT	HLTH & SAFETY	ACCESS	DEF MAINT	TOTAL
FY15	\$60,000	\$0	\$290,000	\$0	\$2,185,793	\$2,535,793
FY16	\$0	\$0	\$290,000	\$0	\$1,997,271	\$2,287,271
FY17	\$0	\$0	\$290,000	\$0	\$980,000	\$1,270,000
FY18	\$0	\$0	\$290,000	\$0	\$964,550	\$1,254,550
FY19	\$0	\$0	\$290,000	\$0	\$406,000	\$696,000
FY20	\$0	\$0	\$290,000	\$0	\$39,000	\$329,000
FY21	\$0	\$0	\$290,000	\$0	\$0	\$290,000
FY22	\$0	\$0	\$290,000	\$0	\$41,000	\$331,000
FY23	\$0	\$0	\$290,000	\$0	\$0	\$290,000
FY24	\$0	\$0	\$290,000	\$0	\$43,000	\$333,000

## 10 YEAR TOTAL COST

\$60,000	\$0	\$2,900,000	\$0	\$6,656,614	\$9,616,614
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# Capital Facilities Plan - Totals by Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

	CAP IMPV	SCH MAINT	HLTH & SAF	ACCESS	DEF MAINT	10YR TOTAL
<b>Congdon Park</b>	\$0	\$0	\$0	\$0	\$1,166,000	<b>\$1,166,000</b>
<b>Denfeld</b>	\$0	\$0	\$0	\$0	\$732,271	<b>\$732,271</b>
<b>District Wide</b>	\$0	\$0	\$2,900,000	\$0	\$0	<b>\$2,900,000</b>
<b>East High School</b>	\$0	\$0	\$0	\$0	\$557,550	<b>\$557,550</b>
<b>Homecroft</b>	\$0	\$0	\$0	\$0	\$50,000	<b>\$50,000</b>
<b>Lakewood</b>	\$0	\$0	\$0	\$0	\$930,000	<b>\$930,000</b>
<b>Lowell</b>	\$0	\$0	\$0	\$0	\$276,000	<b>\$276,000</b>
<b>Myers-Wilkins</b>	\$0	\$0	\$0	\$0	\$830,000	<b>\$830,000</b>
<b>Old Central</b>	\$0	\$0	\$0	\$0	\$1,819,793	<b>\$1,819,793</b>
<b>Ordean East MS</b>	\$0	\$0	\$0	\$0	\$25,000	<b>\$25,000</b>
<b>Piedmont</b>	\$60,000	\$0	\$0	\$0	\$0	<b>\$60,000</b>
<b>Stowe</b>	\$0	\$0	\$0	\$0	\$250,000	<b>\$250,000</b>
<b>Transportation</b>	\$0	\$0	\$0	\$0	\$20,000	<b>\$20,000</b>
	<b>\$60,000</b>	<b>\$0</b>	<b>\$2,900,000</b>	<b>\$0</b>	<b>\$6,656,614</b>	<b>\$9,616,614</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Congdon Park

YR	WORK ITEM DESCRIPTION	Est. Cost
FY15	Roof System:Replace 1929 Tile Roof 7,800 sqft	\$736,000
FY15	Repoint Damaged Chimney and remove degraded Brick and Flue	\$100,000
FY15	Exterior Window Sealants Repair	\$15,000
<b>FY15 Bldg. Total</b>		<b>\$851,000</b>
FY16	Service Crawlspace: Encapsulate and Damp-Proof Soil crawlspace in 1964 Bldg.	\$65,000
FY16	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$250,000
<b>FY16 Bldg. Total</b>		<b>\$315,000</b>
<b>Congdon Park 10 Yr Total</b>		<b>\$1,166,000</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Denfeld

YR	WORK ITEM DESCRIPTION	Est. Cost
FY15	Sump Pump Pits Pumps and Plumbing in Basement areas	\$40,000
FY15	Stadium Fence Repair to Straighten and replace damaged fabric	\$25,000
<b>FY15 Bldg. Total</b>		<b>\$65,000</b>
FY16	Finishes: Paint Surfaces - PSS	\$40,000
FY16	Roof System: Replace Ventilator Roofs and Roof Area 7 and 9 (B, E)	\$250,000
FY16	Wall Finishes: Miscellaneous Plaster Repairs	\$50,000
FY16	Wall Finishes: Stadium Wall Repair	\$7,000
FY16	Replace degraded and non functioning large doors at back of stage in auditorium	\$15,000
FY16	Repair/replace damaged and degraded sidewalk 6th Street	\$55,271
<b>FY16 Bldg. Total</b>		<b>\$417,271</b>
FY18	Repair Resurface Track	\$250,000
<b>FY18 Bldg. Total</b>		<b>\$250,000</b>
<b>Denfeld 10 Yr Total</b>		<b>\$732,271</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## District Wide

YR	WORK ITEM DESCRIPTION	Est. Cost
FY15	Health and Safety Management	\$170,000
FY15	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY15 Bldg. Total</b>	<b>\$290,000</b>
FY16	Health and Safety Management	\$170,000
FY16	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY16 Bldg. Total</b>	<b>\$290,000</b>
FY17	Health and Safety Management	\$170,000
FY17	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY17 Bldg. Total</b>	<b>\$290,000</b>
FY18	Health and Safety Management	\$170,000
FY18	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY18 Bldg. Total</b>	<b>\$290,000</b>
FY19	Health and Safety Management	\$170,000
FY19	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY19 Bldg. Total</b>	<b>\$290,000</b>
FY20	Health and Safety Management	\$170,000
FY20	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY20 Bldg. Total</b>	<b>\$290,000</b>
FY21	Health and Safety Management	\$170,000
FY21	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY21 Bldg. Total</b>	<b>\$290,000</b>
FY22	Health and Safety Management	\$170,000
FY22	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY22 Bldg. Total</b>	<b>\$290,000</b>
FY23	Health and Safety Management	\$170,000
FY23	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY23 Bldg. Total</b>	<b>\$290,000</b>
FY24	Health and Safety Management	\$170,000
FY24	Environmental Health and Safety Projects District-Wide	\$120,000
	<b>FY24 Bldg. Total</b>	<b>\$290,000</b>
<b>District Wide 10 Yr Total</b>		<b>\$2,900,000</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## East High School

YR	WORK ITEM DESCRIPTION	Est. Cost
FY18	Roof System: Replace Roof - South Class Rooms 1994	\$292,050
FY18	Roof System: Replace Roof - Pool/Gym 1994 Addition	\$265,500
	<b>FY18 Bldg. Total</b>	<b>\$557,550</b>
<b>East High School 10 Yr Total</b>		<b>\$557,550</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Homecroft

YR	WORK ITEM DESCRIPTION	Est. Cost
FY19	Regrade and replace failed drainage in field area to correct wet and hazardous conditions	\$50,000
	<b>FY19 Bldg. Total</b>	<b>\$50,000</b>
	<b>Homecroft 10 Yr Total</b>	<b>\$50,000</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Lakewood

YR	WORK ITEM DESCRIPTION	Est. Cost
FY17	Roof System: Replace Roof	\$850,000
	<b>FY17 Bldg. Total</b>	<b>\$850,000</b>
FY19	HVAC: Ductwork Cleaning	\$80,000
	<b>FY19 Bldg. Total</b>	<b>\$80,000</b>
<b>Lakewood 10 Yr Total</b>		<b>\$930,000</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Lowell

YR	WORK ITEM DESCRIPTION	Est. Cost
FY19	Wall Finishes: Paint Interior	\$136,000
FY19	HVAC: Ductwork Cleaning	\$140,000
	<b>FY19 Bldg. Total</b>	<b>\$276,000</b>
	<b>Lowell 10 Yr Total</b>	<b>\$276,000</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Myers-Wilkins

YR	WORK ITEM DESCRIPTION	Est. Cost
FY16	Exterior Walls: Masonry Repairs	\$350,000
FY16	Exterior Windows: Replace Existing Windows	\$450,000
FY16	Negative Pressure in Crawlspace - IAQ	\$30,000
<b>FY16 Bldg. Total</b>		<b>\$830,000</b>
<b>Myers-Wilkins 10 Yr Total</b>		<b>\$830,000</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Old Central

YR	WORK ITEM DESCRIPTION	Est. Cost
FY15	Pedestrian Paving: Repair/Replace Concrete Sidewalks	\$113,280
FY15	Site: Rebuild Stone Retaining Wall	\$354,000
FY15	Equipment and Furnishings: Accessibility	\$12,617
FY15	Interior Construction: Accessibility	\$50,000
FY15	Plumbing: Accessibility	\$85,688
FY15	Site Improvements: Accessibility	\$6,444
FY15	Exterior Walls: Roof-Level Wall Restoration	\$325,680
FY15	Roof System: Replace Roof Sections 2B, 7B, 7C, 8	\$117,000
FY15	Roof System: Replace Boiler Room Roof Section 5A	\$37,170
FY15	Lighting Equipment: Exterior Lighting	\$57,914
FY15	Replace 30 Year Old Carpeting	\$65,000
	<b>FY15 Bldg. Total</b>	<b>\$1,224,793</b>
FY16	Roof System: Repair Roof (annual)	\$35,000
FY16	Elevators and Lifts: Replace damaged and unserviceable Elevator	\$400,000
	<b>FY16 Bldg. Total</b>	<b>\$435,000</b>
FY18	Roof System: Repair Roof (annual)	\$37,000
	<b>FY18 Bldg. Total</b>	<b>\$37,000</b>
FY20	Roof System: Repair Roof (annual)	\$39,000
	<b>FY20 Bldg. Total</b>	<b>\$39,000</b>
FY22	Roof System: Repair Roof (annual)	\$41,000
	<b>FY22 Bldg. Total</b>	<b>\$41,000</b>
FY24	Roof System: Repair Roof (annual)	\$43,000
	<b>FY24 Bldg. Total</b>	<b>\$43,000</b>
	<b>Old Central 10 Yr Total</b>	<b>\$1,819,793</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Ordean East MS

YR	WORK ITEM DESCRIPTION	Est. Cost
FY15	Replace Sidewalk and Provide Stormwater Drainage to Correct Ponding at Front Entrance	\$25,000
	<b>FY15 Bldg. Total</b>	<b>\$25,000</b>
	<b>Ordean East MS 10 Yr Total</b>	<b>\$25,000</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Piedmont

YR	WORK ITEM DESCRIPTION	Est. Cost
FY15	Replace sidewalks and add drainage to walks near playground	\$35,000
FY15	Install Church Place Sidewalk	\$25,000
	<b>FY15 Bldg. Total</b>	<b>\$60,000</b>
	<b>Piedmont 10 Yr Total</b>	<b>\$60,000</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Stowe

YR	WORK ITEM DESCRIPTION	Est. Cost
FY17	HVAC: Ductwork Cleaning	\$130,000
	<b>FY17 Bldg. Total</b>	<b>\$130,000</b>
FY18	Wall Finishes: Paint Interior	\$120,000
	<b>FY18 Bldg. Total</b>	<b>\$120,000</b>
	<b>Stowe 10 Yr Total</b>	<b>\$250,000</b>

# Capital Facilities Plan - Projects By Building

July 1, 2014 to June 30, 2024

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Pending Duluth School Board Approval June 17, 2014

## Transportation

YR	WORK ITEM DESCRIPTION	Est. Cost
FY15	Repair and regrade gravel parking lot from flood and wear	\$20,000
	<b>FY15 Bldg. Total</b>	\$20,000
	<b>Transportation 10 Yr Total</b>	\$20,000

Expenditure Contracts Signed – May 2014

For your information, the Superintendent or the Director of Business Services has signed the following contracts, during the month of May 2014:

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Staci Gilpin	\$5,000.00	General	PBIS Training/Preparation (2 contracts)
LeAnna Hudson	2,500.00	General	Contract Extension – Families in Transition
University of MN	1,442.68	General	Bell Museum of Natural History Workshop
Aliese Hoesel	1,350.00	General	Summer Theatre Program-Myers-Wilkins
Jean Sramek	1,500.00	General	Summer Theatre Program-Myers-Wilkins
Pillsbury House Theatre	2,500.00	Early Child	Theatre Presentation
State of MN Human Services	793.26	Spec Serv	Habilitation Services Training
State of MN Human Services	848.16	Spec Serv	Habilitation Services Training
Sarah Howes	300.00	OEE	Cultural Programming
Molly Schroeder	2,500.00	Tech	Google Apps Training
Robert Rippe Associates, Inc.	9,000.00	General	Dining Facilities Review
People's Institute North	5,800.00	OEE	Staff Training –Undoing Racism
20 Contracts @ \$75.00 Each	1,500.00	OEE	I celebrate Diversity Program at East High
Qualtim	4,750.00	Facilities	Technical Review of Proposed Truss Repairs and Shop Drawings at Lincoln Park
JQP, Inc.	23,250.00	Facilities	ADA Compliance Consulting at 13 District Buildings
JQP, Inc.	950.00	Facilities	ADA Compliance Consulting at HOCHS

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of April, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, 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 April 2, 2014, 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.**

Additional Planning for Piedmont Elementary PBIS – Tier 2 supports and other PBIS related problem solving.

Planning for multi-tiered framework of support for Piedmont Elementary in academics and connection with PBIS. This includes 5 after school meetings with grade level teams.

**\$2,500.00**

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Contractors Insurance Policy;
2. Supplementary Conditions and Insurance Requirements; and
3. Any other documents identified by the District.

4. **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.

5. **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 **\$2,500.00**. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

8. **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.

9. **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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Becky Gerdes, 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 care of Staci Gilpin, 2426 W. 15<sup>th</sup> St., Duluth, MN 55806.

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

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

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

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

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

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

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

19. **Insurance.** (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:

20. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted,

Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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

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

<u>District Employee</u>	<u>Position</u>
Becky Gerdes	Elementary Principal

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

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

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

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

by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

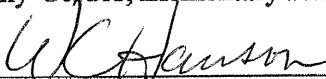
At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute. Contractor shall include this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

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

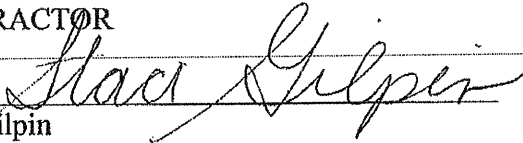
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


INDEPENDENT SCHOOL DISTRICT NO. 709

\_\_\_\_\_  
Becky Gerdes, Elementary Principal

  
\_\_\_\_\_  
Bill Hanson, Director of Business Service

CONTRACTOR

  
\_\_\_\_\_  
Staci Gilpin

Taxpayer Identification Number - 

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, 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 March 2, 2014, and shall remain in effect until March 31, 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.**

Additional Planning for Piedmont Elementary PBIS – Tier 2 supports and other PBIS related problem solving.

Planning for multi-tiered framework of support for Piedmont Elementary in academics and connection with PBIS. This includes one day of professional development with grade level teams.

**\$2,500.00**

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4. **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.

5. **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 **\$2,500.00**. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in

the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

8. **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.

9. **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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Becky Gerdes, 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 care of Staci Gilpin, 2426 W. 15<sup>th</sup> St., Duluth, MN 55806.

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

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

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

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

~~16. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.~~

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

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

19. **Insurance.** (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:

20. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted,

Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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

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

<u>District Employee</u>	<u>Position</u>
Becky Gerdes	Elementary Principal

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

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

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

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

by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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


INDEPENDENT SCHOOL DISTRICT NO. 709

Becky Gerdes  
Becky Gerdes, Elementary Principal

Bill Hanson  
Bill Hanson, Director of Business Service

CONTRACTOR

Staci Gilpin  
Staci Gilpin

Taxpayer Identification Number - 

## AGREEMENT

101

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of September, 2013 by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson, 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 Sept 30, 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.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
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 \$ 17,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. *This Agreement will not be approved unless TIN is provided.*
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
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.
6. **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.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the

Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **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 Bill Hanson, Director of Budget & Finance, 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 to

\_\_\_\_\_  
(Mailing address, including zip code)

9. **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.

10. **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.

11. **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.

12. **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.

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

14. **Insurance.** (If applicable)

**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

\_\_\_\_\_  
Chair

Stephanna Hudson  
Name

\_\_\_\_\_  
Clerk

In Home Practitioner  
Title

9-30-13  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Taxpayer Identification Number

Bill Hanson  
Director of Budget and Finance

9-30-13  
Date

## Families in Transition Program Agreement

---

Support services to be provided to the Families in Transition Program include:

- Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students
- Meet with families in shelters or households to determine concerns and community support options
- Provide parenting support individually or in small groups at shelter and /or transitional housing sites
- Assist parents in maintaining appointments for children /youth within the community and school

Below is the change in the current agreement from \$14,500 to \$17,000 for services described above. The additional time is a result of carry over funds recently available to our program through MDE.

Funding will be provided by the Families in Transition Program funds and the contract will not exceed \$17,000. The program will be invoiced monthly at the rate of \$32.00 an hour between the months of Sept 1, 2013 – June 30, 2014.

LeAnna Hudson was contracted to work with parents in the Families in Transition Program and provide added community and school support. A clear and thorough understanding of the Duluth community and local agencies is important for this role to be effective. We did not feel it necessary to pursue other options as her experiences with the community were sufficient and very adequate. The contract amount was based on an average hourly rate according to the DFT labor contract.

## AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson, 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 Sept 1st, 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.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
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 \$ 14,500. 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.*
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
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.
6. **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.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the

Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **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 Bill Hanson, Director of Budget & Finance, 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 to 1545 Torjerson Rd Duluth MN 55804  
(Mailing address, including zip code)

9. **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.

10. **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.

11. **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.

12. **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.

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

14. **Insurance.** (If applicable)

**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

\_\_\_\_\_  
Chair

ReAnna Hudson  
Name

\_\_\_\_\_  
Clerk

In Home Practitioner  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director

~~XXXXXXXXXX~~  
Taxpayer Identification Number

Bill Hanson  
Director of Budget and Finance

8-14-13

\_\_\_\_\_  
Date

## Families in Transition Program Agreement

Support services to be provided to the Families in Transition Program include:

- Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students
- Meet with families in shelters or households to determine concerns and community support options
- Provide parenting support individually or in small groups at shelter and /or transitional housing sites
- Assist parents in maintaining appointments for children /youth within the community and school

Funding will be provided by the Families in Transition Program funds and the contract will not exceed \$14,500. The program will be invoiced monthly at the rate of \$32.00 an hour between the months of Sept 1, 2013 – June 30, 2014.

LeAnna Hudson was contracted to work with parents in the Families in Transition Program and provide added community and school support. A clear and thorough understanding of the Duluth community and local agencies is important for this role to be effective. We did not feel it necessary to pursue other options as her experiences with the community were sufficient and very adequate. The contract amount was based on an average hourly rate according to the DFT labor contract.



<u>For Internal Use Only</u>	
Depts must provide:	
ESAF #	888
Chart/Field Account No.	1026-11047-

<u>For Internal Use Only</u>	
OES must provide:	
OES Contract #	9448 C
Analyst	sb

## UNIVERSITY OF MINNESOTA

### Workshop/Presentation Agreement

The Regents of the University of Minnesota, through its Bell Museum of Natural History ("University"), agree to provide a workshop/presentation for Duluth Public Schools ISD 709, a Minnesota Public School ("Company"), on the following terms and conditions:

1. **Description of Workshop/Presentation:** The University will conduct the following programs for the company: ExploraDome Programming

2. **Date, Location, and Time:**  
 Date: Tuesday June 24, 2014  
 Location: Myers-Wilkins Elementary  
 1027 North 8<sup>th</sup> Ave E.  
 Duluth, MN 55805  
 Time: One (1) full school day (6.5 hours) of programming

3. **Payment Terms:** For the services under Section 1., Company shall pay University \$1100 for one full school day, plus \$127.68 in mileage charges beyond 100 miles round trip from University, plus lodging at \$215, for a total of one thousand four hundred forty two and 68/100 dollars (\$1442.68). Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.

4. **Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: Company agrees to return this service agreement to the University within one (1) week upon receiving this agreement or the visit will be cancelled. Company will also provide the following items to the University five (5) business days prior to delivery of the program(s):

- a. Specific unloading location with convenient access (no steps) to the presentation area.
- b. Name, phone number and email address for Company's primary contact person.
- c. Confirm you will have three (3) people who will help with unloading, setup, take down, and loading.

d. A room that is at least 37' square and has at least 14' of height that is free of sprinkler heads, smoke detectors and light fixtures. The floor must be clean, and carpeted or if possible, covered with mats.

e. Two grounded 120-volt standard electrical outlets that are on separate circuits.

f. Detailed instructions for Internet access.

g. Proposed program schedule--allow five (5) minute breaks between programs

5. **Ownership of Materials and Presentation.** All materials provided by University during the presentation shall remain the property of University. Company is provided a license to use the material in connection with the workshop/presentation, but Company may not copy or distribute the material without the express written consent of University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of University.

6. **Disclaimer.** University makes no claims of any kind with respect to the workshop/presentation and shall not be liable for participant's reliance on any statements or demonstrations made during the workshop/presentation. University's maximum obligation to Company for any cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to University by Company under Section 3.

7. **Complete Agreement/Governing Law.** This Agreement, including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon University unless signed by an authorized University representative. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University. This Agreement shall be governed by the laws of Minnesota and any action to enforce this Agreement shall be brought only in Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties have entered into the Agreement effective when signed.

Regents of the University of Minnesota

Myers-Wilkins Elementary, Duluth Public Schools ISD  
709

By: \_\_\_\_\_  
Name: Susan Weller  
Title: Director, Bell Museum of Natural History  
Date: \_\_\_\_\_

By: WCHanson  
Name: William Hanson  
Title: Director of Business Services  
Date: 5/16/14  
Address: 215 North 1<sup>st</sup> Ave E  
Duluth, MN 55805  
Phone: 218-336-8704 Fax: 218-336-8873

## AGREEMENT

111

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Aliese Hoesel, 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 June 9<sup>th</sup>, 2014, and shall remain in effect until June 30<sup>th</sup> 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.** Produce the Summer Hillside Youth Theatre Program for Myers-Wilkins School.
3. **Background Check .**  
Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Summer session Theatre Program at Myers-Wilkins School.
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 \$1350.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this

Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement. 142.

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 Bill Hanson, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail (insert address)

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. 113

**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.

Aliese E. Naesef \_\_\_\_\_  
Contractor SSN/ Tax Identification Number

5/12/2014  
Date

Jennifer Eddy \_\_\_\_\_  
Executive Director

5/16/14  
Date

W. C. Hanson \_\_\_\_\_  
Director of Business Service / Superintendent of Schools

5/22/14  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of May 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Jean Sramek, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 15<sup>th</sup>, 2014 and shall remain in effect until June 9<sup>th</sup>, 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.** Write Hillside Youth Theater Script for Summer 2014 Theatre Project at Myers-Wilkins School.
3. **Background Check .**  
Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Spring session Theatre Program at Myers-Wilkins and Lowell Schools.
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 \$1,500. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
7. **Ownership of Materials.** The Contractor 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. The contractor agrees to partner with Myers-Wilkins Elementary school in sharing the use of the script produced for All Aboard the Peace Train.

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 Bill Hanson, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail (insert address)

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.

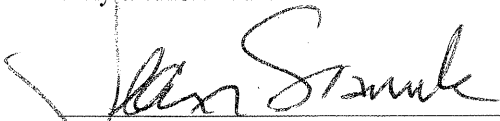
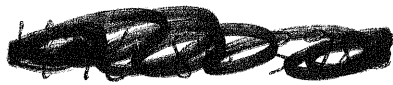
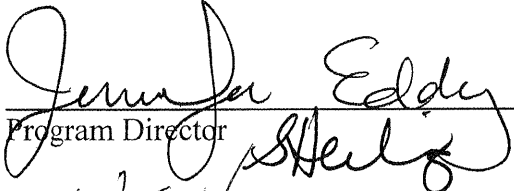
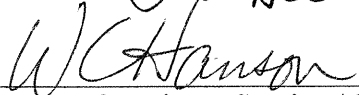
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract. 116

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.

 _____ Contractor	 _____ SSN/ Tax Identification Number	5/15/14 _____ Date
 _____ Program Director		5/16/14 _____ Date
 _____ Director of Business Service / Superintendent of Schools		5/22/14 _____ Date

**LETTER OF AGREEMENT**

Pillsbury House Theatre (PHT) will perform **Breaking Ice's** Racial Equity show for the **Duluth Headstart** (hereafter referred to as Sponsor).

**Date and Time:** April 18, 2014 @11:00am

**PERFORMANCE** includes:

- 35 minute theatrical performance + 25 minute facilitated dialogue directly following the performance.
- Diverse acting company of five professional actors, one director and one trained facilitator to lead the post-performance dialogue.

**PAYMENT:** Sponsor agrees to pay PHT and PHT agrees to accept as payment the following fees:

Performance fee for one performance/discussion	\$2,500
<b>Total proposed fee</b>	<b>\$2,500*</b>

Payment is due upon delivery of the performance.

\* **Videotaping and/or sound recording of this event is not permissible without the written consent of PHT.**

\*Any and all written materials promoting this event must identify PHT's *Breaking Ice* and display the company logo (available upon request). Any copy referring to the theatre requires approval by *Breaking Ice*.

\*Sponsor agrees to the use of their name in any *Breaking Ice* promotional materials, as it relates to this performance and is approved by Sponsor.

\*In the event of unforeseeable circumstances that prevent PHT from fulfilling this contractual agreement Sponsor will be refunded in full for any deposits or payments made.

Accepted by:

Daniel M. Beer  
 For Duluth Headstart  
 3/7/14  
 DATE

Neil Raymond  
 For Pillsbury House Theatre  
 3/7/14  
 DATE

ok  
 cc

STATE OF MINNESOTA  
SHARED SERVICES/INCOME AGREEMENT

WHEREAS, the Commissioner of Human Services is authorized to authorize a Day Training & Habilitation facility to enter into shared services contracts pursuant to Minnesota Statutes, section 246.57; and

WHEREAS, Department of Human Services, acting through its Community Based Services, Minnesota State Operated Community Services (MSOCS) Airpark Products & Services (Airpark), Day Training and Habilitation (DT&H) (hereinafter STATE) is a facility under the general management and control of the Commissioner of Human Services pursuant to Minnesota Statutes, section 256B.092; and

WHEREAS, **Independent School District #709, Angela Sepp, 215 N 1<sup>st</sup> Ave E, Duluth MN 55802**, (hereinafter PURCHASER) requires the Day Training and Habilitation Services for a student with special needs, **A.M.**, and the STATE is able and willing to provide such services;

NOW, THEREFORE, IT IS AGREED:

**I. DUTIES OF THE STATE.** The STATE agrees to provide the following:

For the dates of May 5th, 2014 through June 6th, 2014, provide up to 30 hours per week of Day Training and Habilitation Services for A.M. to include supervision and services at Airpark, DT&H, which is operated as a satellite program of Minnesota State Operated Community Services (MSOCS). The student will be provided day programming at a ratio which is reflected in the student's Individual Education Plan, a copy of which will be on file at Airpark.

**II. DUTIES OF PURCHASER.** The PURCHASER agrees to:

Pay the STATE the rate stipulated in Article III, below. A school staff person will be available to A.M. and transportation to and from Airpark.

**III. CONSIDERATION AND TERMS OF PAYMENT.**

A. Consideration. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this agreement shall be paid by PURCHASER as follows:

Twenty four (24) partial days of service, ranging from one (1) hour per day to five (5) hours per day, from May 5, 2014 through June 6th, 2014 at the rate of \$35.34 per hour of service. Transportation and a staff person will be provided by the Independent School District #709.

B. Terms of Payment. Payment shall be made by PURCHASER within 30 days after the STATE has presented invoices for services performed or goods or materials supplied to PURCHASER.

**IV. TERM OF CONTRACT.** The term of this contract shall be **May 5, 2014 through June 6th, 2014** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever comes first.

**V. CANCELLATION.** This contract may be canceled by the STATE, Commissioner of Administration, or PURCHASER at any time, with or without cause, upon thirty (30) days' written notice to the other

party. In the event of such cancellation, the STATE shall be entitled to payment, determined on a pro<sup>19</sup> rata basis, for work or services satisfactorily performed.

**VI. AUTHORIZED AGENTS.** The STATE's authorized agent for purposes of this contract is **Pat Carlson, Executive Director**. The PURCHASER's authorized agent for purposes of this contract is **Angela Sepp, Independent School District #709**. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other part are paid pursuant to the terms of this contract.

**VII. ASSIGNMENTS.** Neither the STATE nor PURCHASER shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.

**VIII. AMENDMENTS.** Any amendments to this contract shall be in writing, and shall be executed as an amendment to this contract.

**IX. INFORMATION PRIVACY.**

For purposes of executing its responsibilities and to the extent set forth in this contract, the PURCHASER will be considered part of the "welfare system," as defined in Minnesota Statutes §13.46, subdivision 1. The PURCHASER'S employees and agents will have access to private or confidential data maintained by the STATE to the extent necessary to carry out STATE'S and PURCHASER'S respective responsibilities under this contract. The PURCHASER agrees to comply with all relevant requirements of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13) in receiving services under this contract. **Angela Sepp, Independent School District #709** (PURCHASER'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the PURCHASER in connection with the performance of this contract. **Pat Carlson, Executive Director** (STATE'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the STATE in connection with the performance of this contract. See Minnesota Statutes section 13.46, subdivision 10.

*Duty to ensure proper handling of data:* PURCHASER and STATE shall be responsible for training their respective employees who are authorized to access and use the data collected under the terms and for the purposes specified in this contract. This responsibility includes ensuring that staff are properly trained regarding:

- The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, and in particular, §13.46 ("welfare data");
- The Minnesota Health Records Act, Minn. Stat. §144.291-144.298;
- Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67;
- The Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR Parts 160 and 164 (if applicable);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH) 42 U.S.C. §§ 17921(5) and 17931; and
- Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

Minimum necessary access to data:

The PURCHASER and STATE shall comply with the “minimum necessary” access and disclosure standards set forth in the Data Practices Act. The dissemination of “private” and/or “confidential” data on individuals is limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See Minnesota Statutes, §13.05, subd. 3.

PURCHASER and STATE shall:

- (1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this contract;
- (3) Report any use or disclosure of the information not provided for by this contract of which it becomes aware;
- (4) Consistent with this contract, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information;
- (5) Upon completion, expiration or termination of this Agreement, the PURCHASER will return or destroy all protected information received from the STATE, unless return or destruction is not feasible. If return or destruction is not feasible, PURCHASER will extend the protections of this contract to the information collected during the course of this contract.

Release of data

No private or confidential data created, collected, received, stored, used, maintained or disseminated in the course or performance of this contract will be disseminated except as authorized by statute, either during the period of this contract or hereafter. If the PURCHASER is independently required to comply with any requirements of the Minnesota Government Data Practices Act or the privacy provisions of the Health Insurance Portability Accountability Act (“HIPAA,” 45 CFR §§160 and 164), the PURCHASER acknowledges that the STATE will not be liable for any violation of any provision of either Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the PURCHASER or its employees or agents.

**X. LIABILITY.**

The liability of the STATE is limited by Minnesota Statutes, section 3.736. The STATE and the PURCHASER agree that, to the extent provided for in state law, each shall be responsible for any loss, damage or injury arising from its own negligence.

**XI. OTHER PROVISIONS. “none”.**

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

APPROVED:

**1. STATE VERIFICATION**

*Verifies that a contract number has been assigned and no encumbrance is necessary.*

By: Patty Wall

Date: 5/1/2014

Contract No: RPK-77642

**3. STATE AGENCY**

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

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

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

**2. PURCHASER**

*The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, by-laws, resolutions, or ordinances.*

By: WCHanson

Title: CFO

Date: 5/5/14

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

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

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

**4. COMMISSIONER OF ADMINISTRATION**

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

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

Distribution:  
Agency – Original (fully executed) contract  
Department of Administration  
Purchaser  
State Authorized Representative

STATE OF MINNESOTA  
SHARED SERVICES/INCOME AGREEMENT

WHEREAS, the Commissioner of Human Services is authorized to authorize a Day Training & Habilitation facility to enter into shared services contracts pursuant to Minnesota Statutes, section 246.57; and

WHEREAS, Department of Human Services, acting through its Community Based Services, Minnesota State Operated Community Services (MSOCS) Airpark Products & Services (Airpark), Day Training and Habilitation (DT&H) (hereinafter STATE) is a facility under the general management and control of the Commissioner of Human Services pursuant to Minnesota Statutes, section 256B.092; and

WHEREAS, **Independent School District #709, Angela Sepp, 215 N 1<sup>st</sup> Ave E, Duluth MN 55802,** (hereinafter PURCHASER) requires the Day Training and Habilitation Services for a student with special needs, **T.T.**, and the STATE is able and willing to provide such services;

NOW, THEREFORE, IT IS AGREED:

**I. DUTIES OF THE STATE.** The STATE agrees to provide the following:

For the dates of May 27th, 2014 through June 6th, 2014, provide up to 25 hours per week of Day Training and Habilitation Services for **T.T** to include supervision and services at Airpark, DT&H, which is operated as a satellite program of Minnesota State Operated Community Services (MSOCS). The student will be provided day programming at a ratio which is reflected in the student's Individual Education Plan, a copy of which will be on file at Airpark.

**II. DUTIES OF PURCHASER.** The PURCHASER agrees to:

Pay the STATE the rate stipulated in Article III, below. A school staff person will be available to **T.T** and transportation to and from Airpark.

**III. CONSIDERATION AND TERMS OF PAYMENT.**

A. Consideration. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this agreement shall be paid by PURCHASER as follows:

Nine (9) partial days of service, ranging from two (2) hours per day to five (5) hours per day, from May 27th, 2014 through June 6th, 2014 at the Partial Day rate of \$88.14 per day of service. Transportation and a staff person will be provided by the Independent School District #709.

B. Terms of Payment. Payment shall be made by PURCHASER within 30 days after the STATE has presented invoices for services performed or goods or materials supplied to PURCHASER.

**IV. TERM OF CONTRACT.** The term of this contract shall be **May 27, 2014 through June 6th, 2014** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever comes first.

- V. **CANCELLATION.** This contract may be canceled by the STATE, Commissioner of Administration<sup>123</sup> or PURCHASER at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such cancellation, the STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- VI. **AUTHORIZED AGENTS.** The STATE's authorized agent for purposes of this contract is **Pat Carlson, Executive Director**. The PURCHASER's authorized agent for purposes of this contract is **Angela Sepp, Independent School District #709**. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other part are paid pursuant to the terms of this contract.
- VII. **ASSIGNMENTS.** Neither the STATE nor PURCHASER shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.
- VIII. **AMENDMENTS.** Any amendments to this contract shall be in writing, and shall be executed as an amendment to this contract.
- IX. **INFORMATION PRIVACY.**

For purposes of executing its responsibilities and to the extent set forth in this contract, the PURCHASER will be considered part of the "welfare system," as defined in Minnesota Statutes §13.46, subdivision 1. The PURCHASER'S employees and agents will have access to private or confidential data maintained by the STATE to the extent necessary to carry out STATE'S and PURCHASER'S respective responsibilities under this contract. The PURCHASER agrees to comply with all relevant requirements of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13) in receiving services under this contract. **Angela Sepp, Independent School District #709** (PURCHASER'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the PURCHASER in connection with the performance of this contract. **Pat Carlson, Executive Director** (STATE'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the STATE in connection with the performance of this contract. See Minnesota Statutes section 13.46, subdivision 10.

*Duty to ensure proper handling of data:* PURCHASER and STATE shall be responsible for training their respective employees who are authorized to access and use the data collected under the terms and for the purposes specified in this contract. This responsibility includes ensuring that staff are properly trained regarding:

- The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, and in particular, §13.46 ("welfare data");
- The Minnesota Health Records Act, Minn. Stat. §144.291-144.298;
- Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67;
- The Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR Parts 160 and 164 (if applicable);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH) 42 U.S.C. §§ 17921(5) and 17931; and

- Any other applicable state and federal statutes, rules, and regulations affecting the collection,<sup>124</sup> storage, use and dissemination of private or confidential information.

Minimum necessary access to data:

The PURCHASER and STATE shall comply with the “minimum necessary” access and disclosure standards set forth in the Data Practices Act. The dissemination of “private” and/or “confidential” data on individuals is limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See Minnesota Statutes, §13.05, subd. 3.

PURCHASER and STATE shall:

- (1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this contract;
- (3) Report any use or disclosure of the information not provided for by this contract of which it becomes aware;
- (4) Consistent with this contract, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information;
- (5) Upon completion, expiration or termination of this Agreement, the PURCHASER will return or destroy all protected information received from the STATE, unless return or destruction is not feasible. If return or destruction is not feasible, PURCHASER will extend the protections of this contract to the information collected during the course of this contract.

Release of data

No private or confidential data created, collected, received, stored, used, maintained or disseminated in the course or performance of this contract will be disseminated except as authorized by statute, either during the period of this contract or hereafter. If the PURCHASER is independently required to comply with any requirements of the Minnesota Government Data Practices Act or the privacy provisions of the Health Insurance Portability Accountability Act (“HIPAA,” 45 CFR §§160 and 164), the PURCHASER acknowledges that the STATE will not be liable for any violation of any provision of either Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the PURCHASER or its employees or agents.

**X. LIABILITY.**

The liability of the STATE is limited by Minnesota Statutes, section 3.736. The STATE and the PURCHASER agree that, to the extent provided for in state law, each shall be responsible for any loss, damage or injury arising from its own negligence.

**XI. OTHER PROVISIONS. “none”.**

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

APPROVED:

**1. STATE VERIFICATION**

*Verifies that a contract number has been assigned and no encumbrance is necessary.*

By: Patty Wall

Date: 5/1/2014

Contract No: RPK-77643

**3. STATE AGENCY**

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

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

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

**2. PURCHASER**

*The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, by-laws, resolutions, or ordinances.*

By: W. Chauson

Title: CFO

Date: 5/5/14

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

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

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

**4. COMMISSIONER OF ADMINISTRATION**

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

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

Distribution:  
Agency – Original (fully executed) contract  
Department of Administration  
Purchaser  
State Authorized Representative

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5 day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Sarah Agaton Howes, 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 Jan 2014, and shall remain in effect until Jun 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.** (insert programs or services to be performed by contractor)  
*Cultural programming and instruction.*
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 \$ 300.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the 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 (contractor's name, mailing address including Zip Code and phone number).

*Sarah Agaton Howes*  
*1245 Northrup Road Cloquet MN 55720 218 213 7169*

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.

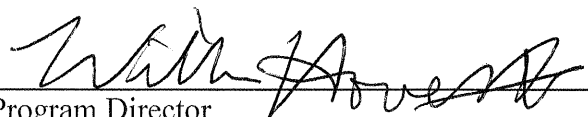
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations 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.

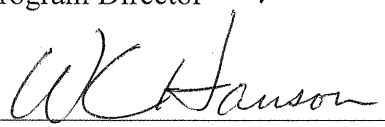
  
\_\_\_\_\_  
Contractor Signature  
Date

  
\_\_\_\_\_  
SSN/ Tax Identification Number

4-29-14

  
\_\_\_\_\_  
Program Director

5/1/14  
Date

  
\_\_\_\_\_  
Director of Business Service / Superintendent of Schools

5/6/14  
Date

*OK*  


## AGREEMENT

**THIS AGREEMENT**, made and entered into this 6th day of May 2014, by and between Independent School District #709, a public corporation, hereinafter called District, Molly Schroeder, 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 on: August 12, 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.** Prepare and deliver keynote presentation of 45-50 minutes and one break out session of 60 minutes on August 12, 2014, at the Duluth School Summer Tech Camp. The Break-out session will cover

Digital age learning +  
Google Apps for Education

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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 (\$2,500.00) two thousand five hundred dollars. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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.

6. **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.


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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Technology Department, 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 in care of Molly Schroeder

5904 Abbott Ave S	Edina	MN	55410	
Address	City	State	Zip	Phone

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

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

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

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

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

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

18. **Insurance.** (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:

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

**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.

Molly Schroeder Molly Schroeder ~~XXXXXXXXXX~~  
Contractor SSN/ Tax Identification Number

5/7/14

W. C. Hanson 5/7/14  
Date

Program Director  
Date

## **Dining Facilities Expansion Plan Proposal Duluth Public Schools – Denfeld and Eastern High School, Duluth, MN**

March 20, 2014

### **SCOPE OF WORK**

This work involves the development of a Dining Facility Expansion Plan to accommodate the conversion to a closed campus.

The work is divided into two parts. Part A includes programming, preliminary serving area expansion and seating area design and preliminary equipment cost estimates.

Part B includes the remaining complete foodservice drawings and specifications plus construction review and observation. Time for this work will depend upon the results of Part A.

This proposal does not include architectural, mechanical, electrical, plumbing, or Group III equipment (pans, utensils, tableware, etc.) cost estimates and work other than to coordinate the foodservice equipment layout with these disciplines. It also does not include field measuring existing wall conditions.

### **DESCRIPTION OF WORK**

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#### **PART A**

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##### **PHASE I – DESIGN PROGRAM AND SCHEMATIC DESIGN**

The Phase I work will begin with a worksession to accomplish the following:

1. Review problem areas, long range goals and objectives, and service method options with the school nutrition management team.
2. Meet with District administrative, Nutrition and project team representatives to review the District's long-range plans, the project's goals and objectives, project responsibilities, timetable and documentation requirements.
3. Meet with foodservice representatives to develop the design program including:
  - a. Meal volumes – present and projected
  - b. Method of operation
  - c. Develop a foodservice facility space program; modify
  - d. Develop 1/8" scale schematic plan options with foodservice representatives
  - e. Review the recommended plan with administrative representatives
  - f. Identify documentation and information required for review by others

After completion of the above, we will do the following:

- a. Prepare a design program documenting decisions made at the initial worksession
- b. Prepare a 1/8" scale foodservice facility plan
- c. Estimate the equipment and furniture cost for each area and building

We will then meet at the District to review the proposed plans, identify problem areas and develop revisions. Following this meeting, we will revise the documents and submit them for review and evaluation. During our final meeting with the District, we will review the document changes then make any additional revisions and submit final drawings and cost estimate.

With this information, facility representatives should be able to develop preliminary total project cost estimates and make decisions on how to proceed with the work. When additional information is required, we can proceed with Part B.

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## **PART B - (NOT INCLUDED)**

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### **PHASE II – DESIGN DEVELOPMENT (NOT INCLUDED)**

Work in this phase includes the following:

1. **Equipment Plan** – prepare ¼" scale design development drawings from the approved schematic plan indicating the location, quantity, size and type of foodservice equipment.
2. **Equipment Brochures** – prepare a foodservice equipment booklet showing buy-out equipment, accessories and utility requirements.
3. **Code Compliance** – review preliminary foodservice layout and equipment with appropriate state and local code officials; verify that the equipment and layout complies with applicable health codes (Note: final authorization submittal is done by the Architect to include floor and wall finishes, etc. per code approval procedures).
4. **Sketch Elevations** – prepare preliminary elevations and review with Owner and Architect.
5. **Mechanical/Electrical Plans** – prepare information drawings for the engineers indicating the point of connection on the foodservice equipment for all plumbing, electrical and ventilating requirements.
6. **LEED/Energy Audits** – assist project engineers and/or LEED consultants with utility information and consumption on equipment eligible for LEED credits. Energy modeling, life cycle cost analysis and commissioning are not included.
7. **Cost Estimate** – revise the equipment cost estimate.

### **PHASE III – CONTRACT DOCUMENTS (NOT INCLUDED)**

Work in this section will result in a complete set of foodservice equipment drawings and specifications coordinated with the project Architect and Engineers. It includes:

1. **Equipment Plan and Schedule** – finalize ¼" scale plan drawing and equipment schedule.
2. **Equipment Elevations** – prepare foodservice equipment elevation drawings at ½" scale or larger.
3. **Fabricated Equipment Details** – prepare supplemental drawings detailing the method of construction for fabricated equipment.
4. **Special Conditions** – advise the Architect and Engineers as to areas requiring special ventilation, acoustics, lighting and construction materials for walls and doors, and special conditions for floor and wall construction where required.

5. **Interdisciplinary Coordination** – coordinate with architect and engineers regarding the requirements for foodservice equipment (and answer questions from the various disciplines).
6. **Cost Estimate** – provide final cost estimate revisions.
7. **Seismic Data** – on seismic projects, provide equipment dimensions and weights for the structural engineer to calculate and design appropriate fastening/bracing devices. Review the engineer's details for operational functionality.
8. **Specifications/Bid Documents** – provide one set of reproducible bidding documents to include bid proposal forms, supplemental general conditions, to be included with other specification sections under the Architect's or Owner's General Conditions, detailed equipment item specifications and reproducible drawings.
9. **Addenda and Questions** – respond to questions and provide addenda to the bid package if required to clarify our work or due to document omissions.

#### PHASE IV –BIDDING (NOT INCLUDED)

1. **Addenda and Questions** – respond to questions, investigate acceptability of proposed substitutions and provide addenda to the bid package if required due to changes requested by the Owner or the design team.
2. **Bid Review/Contractor Selection** – the consultant will review the completed bid proposal forms and make a recommendation for the selection of a foodservice equipment contractor.

#### PHASE V – CONSTRUCTION REVIEW AND OBSERVATION (NOT INCLUDED)

Work in this section involves review of the foodservice equipment contractor's required submittals and observation of the contractor's work to insure compliance with the contract documents.

1. **Construction Coordination** – coordinate and/or help resolve architectural, engineering, and other job-site problems, relating to foodservice equipment, during bidding and construction; participate in conference calls specifically related to our work.
2. **Submittal Review** – review the foodservice equipment contractor's submittals, up to a maximum of two times for each submittal, for conformance with information given and the design concept, as required by the contract documents, including:
  - fabricated equipment shop drawings
  - equipment plan, special conditions plan and rough-in and sleeve plan
  - brochures of manufactured equipment
  - equipment maintenance manuals and list of service agencies
3. **Change Orders/Coordination** – prepare change orders as necessary for the foodservice equipment; coordinate work with Architect and Engineers.
4. **Punchlist** – complete a field observation of the equipment and installation for compliance with the contract documents and submit a written report indicating acceptance of each item or required corrective action.
5. **Health Department Review** – provide written response to health department review comments, make revisions as required.
6. **Code Official Inspections** – the consultant will be present for the Health Department or other building inspector walk-thrus if these are coordinated with the punchlist. Site visits required in addition to the punchlist will be an additional service



## FEES & EXPENSES

Our fee for the Part A work outlined in this Proposal is hourly not-to-exceed the amount scheduled below, plus reimbursement for out-of-pocket expenses. The fee and maximum number of meetings are as follows:

### FEE PROPOSAL

Our fee for the Part A work outlined in this Proposal is hourly not to exceed the amount scheduled below, plus reimbursement for out-of-pocket expenses. The fee and maximum number of meetings are as follows:

PART A		<u>Meetings</u>	<u>Fee</u>
Phase I	- Program & Schematic Design	3	\$ 9,000
PART B			
Phase II	- Design Development	To be determined after completion of Part A.	
Phase III	- Contract Documents	Estimated at 5% of foodservice equipment value.	
Phase IV	- Review & Observation		

### Additional Services

If the project scope increases to the point that the designed equipment value – including the replacement value of existing, future and owner-furnished equipment – is more than 10% above the amount identified, the Consultant reserves the right to adjust the fee proportionately.

### Hourly Rates

The above fee is based on an estimate of time required to complete the work at the following hourly rates:

Principal	\$210/hour
Senior Project Manager/Senior Equip. Specialist	\$150/hour
Project Manager/Operations Consultant	\$120/hour
CAD Project Coordinator/Equipment Specialist	\$110/hour
CAD Operator	\$90/hour
Administrative	\$70/hour

The Consultant reserves the right to increase these hourly rates consistent with increases to their standard rate schedule beginning on January 1, 2015.

### Reimbursable Expenses

The Consultant will be reimbursed for direct expenses incurred while working on this project. The primary expenses are listed below, however, other miscellaneous expenses may be included.

**Travel** – The Consultant will be reimbursed for out-of-town trips to include direct expenses for meals, lodging, mileage at the allowable U.S. federal tax rate, parking and related expenses.

**Mail and Delivery** – The Consultant will be reimbursed at direct cost for mailing and delivery except for normal correspondence.

**Drawings** – Reproducible drawings are reimbursable at the Consultant's cost for plotting.

**Reproduction** – The Consultant will be reimbursed at the cost of production for equipment brochure booklets, specifications and drawing prints except for internal office use.

**Taxes** – The Consultant will be reimbursed for local, state and federal sales taxes imposed on fee revenue if applicable.

## **Contract Conditions**

Our fee is based on the following conditions:

1. The Consultant is provided with accurate, dimensioned drawings of the building spaces including all obstructions such as electrical conduit, piping, ductwork and any other vertical elements that cannot be relocated. Redesign or extensive revisions caused by inaccurate drawings or by a change in space configuration after substantial work is completed, will be an additional service and billed at the scheduled hourly rates. The consultant will not be liable for changes made to the background and posted on the FTP site when the consultant is not notified of the change.
2. All equipment will be bid in not more than one bid package.
3. The foodservice equipment will be purchased from a single foodservice equipment contractor and the foodservice equipment contractor's work will be scheduled and coordinated by an experienced general contractor or construction manager.
4. Existing equipment model numbers and mechanical and electrical service requirements will be provided to the Consultant by the Owner's representatives if they are not readily visible on the equipment.
5. Drawings will be generated on AutoCAD or Revit.
6. Equipment shop drawings and submittals will require review and correction not more than two times.
7. The Consultant will assist project Architects and Engineers with code compliance issues related to the foodservice areas. However, this assistance does not relieve these disciplines from their code compliance obligations. The Architect will submit the required foodservice documents to the appropriate health department(s) within two weeks of the foodservice bid document completion by the Consultant.
8. The Consultant will attend up to the number of meetings scheduled in the Fee Proposal section. Extra meetings will be an additional service.
9. The Consultant will submit monthly invoices for work performed and expenses. Payment is due within sixty (60) days from date invoiced. Any problems or disputes must be noted, in writing, within fifteen (15) days of the invoice date. If invoices over \$5,000 are outstanding for more than 120 days from date of invoice, the Consultant reserves the right to stop work on the project until payment is received.
10. Consultant reserves all copyright in the documents, drawings, details and specifications developed and submitted by the Consultant under this contract ("the Works"). Upon full payment of Consultant's fee, Owner is granted a non-exclusive limited license to use the Works for this project only. These documents, or any part thereof, may not be used for other projects without the prior written consent of Consultant. The Consultant's documents may not be altered in any way without the Consultant's written permission. The Consultant's "Works" are copyright protected.
11. If the foodservice equipment bid documents are required to be signed and sealed by a licensed professional, the foodservice drawings will be signed by the project Architect of Record as foodservice planning is not a licensed profession.

12. The Consultant carries insurance coverage to the level listed below.

**Commercial General Liability Protection**

General	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Products & Completed Work	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Personal Injury	\$1,000,000 per occurrence

**Errors & Omissions Professional Liability**

\$2,000,000 each claim

Any coverage requirement exceeding this amount will be billed as a reimbursable expense at the direct cost to the consultant to obtain additional project-specific coverage.

**Changes in the Work or Suspension of Work**

The Consultant will make reasonable and minor changes to the work during the design phases of the project. Changes resulting from a significant alteration in scope, space configuration, budget or direction of the project or changes requested to the drawings after the project has been bid, are causes for a fee adjustment. If the project requires re-design because the bids are higher than the project budget, but the foodservice equipment portion is within the budget, re-designing the foodservice portion is cause for a fee adjustment.

A suspension of work for a period of more than 90 days is also cause for a fee adjustment. Any change in fee will be billed at the stated hourly rates until the revision is completed.

**Contract Termination**

This Agreement can be terminated by either party upon written notification. The Consultant is entitled to payment for work completed and reimbursable expenses.

If the terms and conditions in this proposal are acceptable, please sign and return one copy.

Respectfully submitted,

Signed:

Terry L. Pellegrino  
Terry L. Pellegrino, Principal

Date: March 20, 2014

Signed:

Bill Hanson

Typed Name:

BILL HANSON

Title:

CFO

Date:

5/9/14

P.O. Number:

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 24 day of April, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and People's Institute North, 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 May 1, 2014, 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 staff development training on Undoing Racism and Internalized Oppression with staff from the Office of Education Equity and American Indian Education.
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 \$5,800.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
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: People's Institute North, 1512 E 5<sup>th</sup> St Duluth, MN 55812

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.

Sheryl Boman  
Contractor / Sheryl Boman

[Redacted]  
SSN/ Tax Identification Number

4-25-14  
Date

Wichita Area  
Program Coordinator

5/9/14  
Date

WC Hanson  
Director of Business Service / Superintendent of Schools

5/13/14  
Date

OK  
WC

## AGREEMENT

142

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Fredy Melendez, 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. This Agreement shall be deemed to be effective as of 5/8/14, and shall remain in effect until 5/8/14, 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.** (Dancing and Poetry for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of OPE, 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 Fredy Melendez  
Co476 Urbandale Ln N Maple Grove, MN 55311

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.

Fredy Melendez  
Contractor

[REDACTED]  
SSN/ Tax Identification Number

05/8/14  
Date

[Signature]  
Program Director

5/8/14  
Date

WCHanson  
Director of Business Service / Superintendent of Schools

5/9/14  
Date

[Handwritten initials]

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Phoenix Cobb, 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. This Agreement shall be deemed to be effective as of 5/8/14, and shall remain in effect until 5/8/14, 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.** (Dancing and Poetry for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of OPE, 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 Phoenix Cobb  
1309 Burke Ave W Roseville, MN 55113

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

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

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

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

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

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


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

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

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

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

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

<i>Shawnie Pull</i>		<i>5/8/14</i>
Contractor	SSN/ Tax Identification Number	Date
<i>William Hanson</i>		<i>5/8/14</i>
Program Director		Date
<i>W.C. Hanson</i>		<i>5/9/14</i>
Director of Business Service / Superintendent of Schools		Date

*OK  
CD*

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Abisola Ogunkambi, 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. This Agreement shall be deemed to be effective as of 5/8/14, and shall remain in effect until 5/8/14, 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.** (Dancing and Poetry for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Aidosia Ogunkanbi, 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

215 Village Lane (333C Goldfine) Duluth, MN 55812

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.

Abisola Ogunkanbi  
Contractor

[Redacted]  
SSN/ Tax Identification Number

5/8/2014  
Date

Wick A. [Signature]  
Program Director

5/8/14  
Date

W.C. Hanson  
Director of Business Service / Superintendent of Schools

5/9/14  
Date

OK  
[Signature]

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Deborah A. Maio, 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. This Agreement shall be deemed to be effective as of 5/8/14, and shall remain in effect until 5/8/14, 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.** (Dancing and Poetry for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. 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.

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This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.


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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  , 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

 6711 Portland Ave S. Minneapolis, MN 55423

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

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

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

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

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

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

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

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



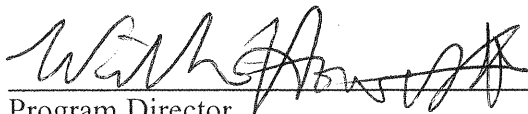
Contractor



SSN/ Tax Identification Number

5/8/14

Date



Program Director

5/8/14

Date



Director of Business Service / Superintendent of Schools

5/9/14

Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and MAR - NESHSARY, an independent contractor, hereinafter called Contractor. DEVAIE

**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. This Agreement shall be deemed to be effective as of 5/8/14, and shall remain in effect until 5/8/14, 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.** (Dancing and Poetry for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. 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.

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

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

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\_\_\_\_\_ 819 Oranget. Lino Lakes MN 55014  
\_\_\_\_\_ 618 N 16th Ave E Duluth MN 55805

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

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

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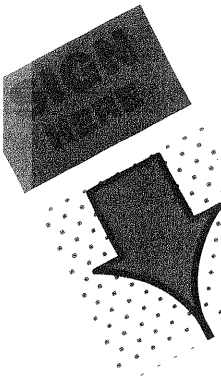
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

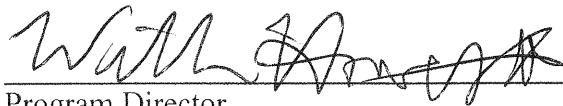
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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


  
\_\_\_\_\_  
Contractor

SSN/ Tax Identification Number

5/8/14  
Date

  
\_\_\_\_\_  
Program Director

5/8/14  
Date

  
\_\_\_\_\_  
Director of Business Service / Superintendent of Schools

5/9/14  
Date



## AGREEMENT

157

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Chelsea Egwim, 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. This Agreement shall be deemed to be effective as of 5/8/14, and shall remain in effect until 5/8/14, 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.** (Dancing and Poetry for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of OEE, 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 Chelsea Egwin  
6476 Urbandale Lane N Maple Grove MN 55311

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.



Melroth Egner  
Contractor

[Redacted]  
SSN/ Tax Identification Number

5/8/14  
Date

William A. Hanson  
Program Director

5/8/14  
Date

W. C. Hanson  
Director of Business Service / Superintendent of Schools

5/9/14  
Date

*OK*

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Barakat Titilope, 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. This Agreement shall be deemed to be effective as of 5/8/14, and shall remain in effect until 5/8/14, 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.** (Dancing and Poetry for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of OOE, 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 Barakat Titilope  
224 N 2nd Ave E Apt 620 Duluth, MN 55805

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

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

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

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

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

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

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



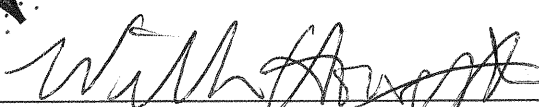
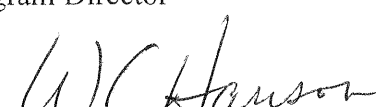
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

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



 _____ Contractor	 _____ SSN/ Tax Identification Number	<u>05-08-2014</u> Date
 _____ Program Director		<u>5/8/14</u> Date
 _____ Director of Business Service / Superintendent of Schools		<u>5/9/14</u> Date

OK  


## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and VALENTINE TRUNGU, 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. **5/8/14**. This Agreement shall be deemed to be effective as of \_\_\_\_\_, and shall remain in effect until 5/7/14, 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.** (Dancing and Poetry for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any

item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of \_\_\_\_\_, 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

Valentine Ironen  
7740 York Lane N Brooklyn Park, MN 55443

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.


  
\_\_\_\_\_  
Contractor

  
\_\_\_\_\_  
SSN/ Tax Identification Number

5/8/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Program Director

5/8/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Business Service / Superintendent of Schools

5/9/14  
\_\_\_\_\_  
Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Sharon Tweh, 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. This Agreement shall be deemed to be effective as of 5/8/14, and shall remain in effect until 5/8/14, 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.** (Dancing and Poetry for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. 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.

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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

DEE, 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

Sharon Twel  
1086 Minnehaha Ave W St Paul MN 55104

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:

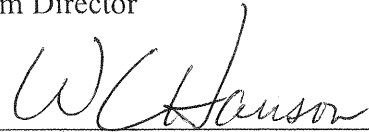
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

		05/08/14
Contractor	SSN/ Tax Identification Number	Date

		5/8/14
Program Director		Date

		5/9/14
Director of Business Service / Superintendent of Schools		Date



## AGREEMENT

169

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Ashley Perry, 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. This Agreement shall be deemed to be effective as of 5/8/14, and shall remain in effect until 5/8/14, 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.** (Dancing and Poetry for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. 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.

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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.

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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 \_\_\_\_\_, 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

Ashley Perry  
2224 Stillman Ave Apt 101

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

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

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

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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.

Ashley Perry  
Contractor

[REDACTED]  
SSN/ Tax Identification Number

5/8/14  
Date

W. H. Hanson  
Program Director

5/8/14  
Date

W. C. Hanson  
Director of Business Service / Superintendent of Schools

5/9/14  
Date

OK  
[Signature]

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 6 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Kerry W. Welsh, 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. **5/6/14**. This Agreement shall be deemed to be effective as of \_\_\_\_\_, and shall remain in effect until 5/6/14, 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.** (Playing Bag Pipes for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any

item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry W. Welsh \_\_\_\_\_, 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 \_\_\_\_\_ 202 crest street proctor Mn 55810 \_\_\_\_\_.

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.



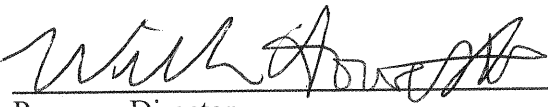

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

 _____ Contractor	 _____ SSN/ Tax Identification Number	<u>5/6/14</u> _____ Date
 _____ Program Director		<u>5/8/14</u> _____ Date
 _____ Director of Business Service / Superintendent of Schools		<u>5/9/14</u> _____ Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Ver Vang, 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. **5/7/14**. This Agreement shall be deemed to be effective as of \_\_\_\_\_, and shall remain in effect until 5/7/14, 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.** (Singing for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any

item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Yer Vanz, 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 1307 N 32nd Street  
Superior, WI 54880

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

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

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

14. **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.

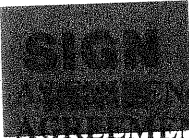
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates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



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

Contractor \_\_\_\_\_ SSN/ Tax Identification Number \_\_\_\_\_ Date 5/7/14

Will Howard \_\_\_\_\_ Date 5/8/14  
Program Director

W C Hanson \_\_\_\_\_ Date 5/9/14  
Director of Business Service / Superintendent of Schools

*Handwritten initials*

## AGREEMENT

178

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Kang Her, 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. **5/7/14**. This Agreement shall be deemed to be effective as of \_\_\_\_\_, and shall remain in effect until 5/7/14, 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.** (Singing for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any

item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kang He R, 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 3208 Hammond Avenue  
Superior, WI 54880

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

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

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

14. **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.

**WITNESSE** BY THE SIGNATURE 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 fully authorized officers as of the day and year first above written.

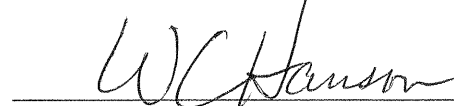
  
Contractor

  
SSN/ Tax Identification Number

5-7-14  
Date

  
Program Director

5/8/14  
Date

  
Director of Business Service / Superintendent of Schools

5/9/14  
Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Stephany Her, 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. **5/7/14**. This Agreement shall be deemed to be effective as of \_\_\_\_\_, and shall remain in effect until 5/7/14, 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.** (Singing for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. 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.

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- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
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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 1307 N 32nd St., 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



Stephany Her Superior, WI 54880

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

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

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

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

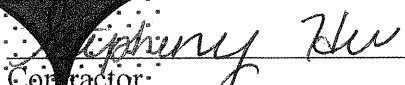
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


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

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




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

  
Contractor

  
SSN/ Tax Identification Number

5/7/2014  
Date

  
Program Director

5/8/14  
Date

  
Director of Business Service / Superintendent of Schools

5/9/14  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Dao Vang, 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. **5/7/14**. This Agreement shall be deemed to be effective as of \_\_\_\_\_, and shall remain in effect until 5/7/14, 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.** (Singing for I celebrate Diversity at EAST H.S.)

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

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

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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.

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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 1307 North 32<sup>nd</sup> Street, 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

Dao Vang  
1307 North 32<sup>nd</sup> Street Superior, WI 54880

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

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

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

14. **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.

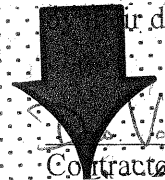
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**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.

**SIGN**

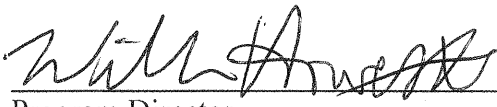
**IN WITNESS OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



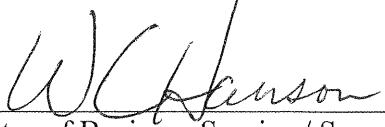
  
Contractor

  
SSN/ Tax Identification Number

5.7.14  
Date

  
Program Director

5/8/14  
Date

  
Director of Business Service / Superintendent of Schools

5/9/14  
Date



## AGREEMENT

187

**THIS AGREEMENT**, made and entered into this   9   day of   May  , 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Boshey, 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. This Agreement shall be deemed to be effective as of   5/9/14  , and shall remain in effect until   5/9/14  , 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.** (Native American drum group for I celebrate Diversity at EAST H.S.)
3. **Background Check .** N/A

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

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 \$   75.00  . Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Joseph Boshey, 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

400 N 53 Ave W Apt 807 Duluth, MN 55807

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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.

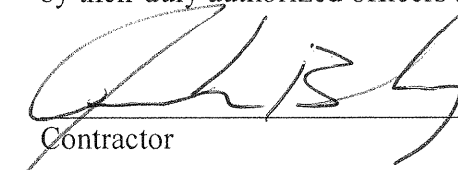

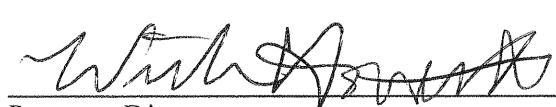
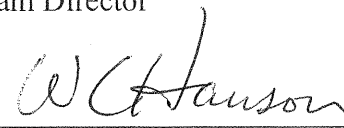
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.


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.

		5-9-14
Contractor	SSN/ Tax Identification Number	Date
		5/9/14
Program Director		Date
		5/13/14
Director of Business Service / Superintendent of Schools		Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9 day of May 09, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Eugene Boskey, 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. This Agreement shall be deemed to be effective as of 5/9/14, and shall remain in effect until 5/9/14, 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.** (Native American drum group for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Eugene Boshuy, 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

8136 Pine Dr Cloquet MN, 55720

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

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

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

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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.

Eugene Bostuy \_\_\_\_\_ May-9-2014  
Contractor SSN/ Tax Identification Number Date

Walt Honora \_\_\_\_\_ 5/9/14  
Program Director Date

WC Hanson \_\_\_\_\_ 5/13/14  
Director of Business Service / Superintendent of Schools Date

*OK*  
*[Signature]*

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Davis, 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. This Agreement shall be deemed to be effective as of 5/9/14, and shall remain in effect until 5/9/14, 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.** (Native American drum group for I celebrate Diversity at EAST H.S.)

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

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

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 \$ 75.00. 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.

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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 Jeremy Davis, 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

4617 Oneida St. Duluth, MN. 55804

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

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

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

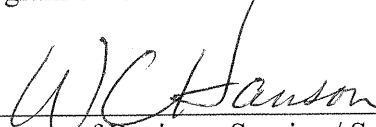
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**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 \_\_\_\_\_  
Contractor SSN/ Tax Identification Number Date

 \_\_\_\_\_  
Program Director Date 5/8/14

 \_\_\_\_\_  
Director of Business Service / Superintendent of Schools Date 5/13/14



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Robney Goodby, 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. This Agreement shall be deemed to be effective as of 5/9/14, and shall remain in effect until 5/9/14, 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.** (Native American drum group for I celebrate Diversity at EAST H.S.)
3. **Background Check.** N/A

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

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

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Duluth, MN, 55805

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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.

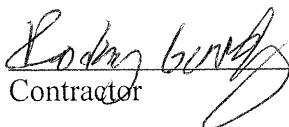
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

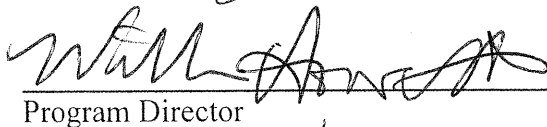
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations 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.

  
Contractor

  
SSN/ Tax Identification Number

5-9-14  
Date

  
Program Director

5/9/14  
Date

  
Director of Business Service / Superintendent of Schools

5/13/14  
Date



## AGREEMENT

199

**THIS AGREEMENT**, made and entered into this 9 day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Sandra Gbeintor, 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. This Agreement shall be deemed to be effective as of 5/8/14, and shall remain in effect until 5/8/14, 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.** (~~Native American drum group for I celebrate Diversity at EAST H.S.~~)

3. **Background Check.** N/A *BSA-UMD Dance group*

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 \$ 75.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of ODE, 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 Sandra Gibeinter  
222 E 2nd St Apt 215 Duluth MN 55805

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

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

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

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

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

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

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

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

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

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

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

Sandra Gbeintor  
Contractor

~~XXXXXXXXXXXX~~  
SSN/ Tax Identification Number

05-12-14  
Date

William L. Hanson  
Program Director

5/15/14  
Date

W. L. Hanson  
Director of Business Service / Superintendent of Schools

5/15/14  
Date

OK  
[Signature]



**School Nutrition Programs  
Renewal of Joint Agreement  
School Year 2014**

A School Food Authority (SFA) and Site may mutually agree to renew a joint agreement for up to four (4) one-year periods after the end of the original one-year joint agreement.

1000003456  
CLiCS Sponsor ID

(Duluth School District)

and  
CLiCS Site ID


(St. Michael's Lakeside School)

agree to renew the original School Nutrition Programs joint agreement, which ended June 6, 2014, for the period of September 2, 2014 through June 5, 2015 (not to exceed one year).

The total number of times that the original joint agreement has been renewed, including this renewal, is 2 (may not exceed four).

The terms of the original joint agreement remain in effect during this renewal, except for any adjustments to the original contract terms as described here:  
No adjustments or increases to the original contract.

SFA and Site have caused this agreement to be executed by their duly authorized representatives:

School Food Authority: Duluth School District/ISD #709	Site: St. Michael's Lakeside School
By Authorized Representative: William Hanson	By Authorized Representative: William Van Loh
Title: CFO	Title: Principal
Telephone: 281-336-8700 ext 1012	Telephone: 218-525-1931
Signature: 	Signature:
Date: May 29, 2014	Date: May 29, 2014

**School Nutrition Programs**  
**Renewal of Contract for Vended Meals**  
**School Year 2014-15**

A contract for vended meals may be renewed for an additional term upon mutual agreement of the school food authority (SFA) and vendor if the original contract allowed renewals and specified an economic index for adjusting contract prices. This template for Renewal of Contract for Vended Meals must be used for renewal, without change to any provisions except for inserting required information.

**1. Definitions**

“SFA” refers to the school food authority that is contracting for the meals and will claim the meals for reimbursement through School Nutrition Programs.

SFA: \_\_\_\_\_

SFA's Sponsor Cyber-Linked Interactive Child Nutrition System (CLiCS) Identification Number:

\_\_\_\_\_

“Vendor” refers to the company, school or other organization providing meals to the SFA.

Vendor: Duluth School District/ ISD #709

“Original contract” refers to the first-year contract for vended meals that started 09/03/2013.

**2. Renewal of Contract**

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. This is the 1<sup>st</sup> year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 09/02/2014 End Date for Renewed Contract: 06/05/2014

A public school SFA may renew a contract for up to two years in compliance with state law. An SFA that is not a public school may renew a contract for vended meals for up to four years in compliance with program regulations.

**3. Contract Terms; Price Adjustments**

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract. SFA will pay the fixed meal price specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices.

a. Financial Terms

Percentage that 2014-15 meal prices will be adjusted from school year 2013-14 prices (may not exceed 1.8 percent\*): \_\_\_\_\_ percent

List each contracted meal/snack service:

Meal Type	2013 Price	2014 Price
Lunch	\$ 3.00	\$ 3.00
	\$	\$
	\$	\$

\* Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, Food Away from Home, December 2012 - December 2013

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here:

**4. USDA Foods**

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.

**5. Vendor Certification Statements (check the applicable box)**

Check one:

- The renewed contract is expected to be less than \$25,000. No certification statements from Vendor are required to be attached.
- The renewed contract is expected to meet or exceed \$25,000 but not to exceed \$100,000. Vendor has completed and attached a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form.
- The renewed contract is expected to exceed \$100,000. Vendor has completed and attached: (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form; (2) Certification Regarding Lobbying form; (3) If applicable, Disclosure of Lobbying Activities form.

**Signatures**

SFA Name: \_\_\_\_\_

Name of Authorized SFA Representative: \_\_\_\_\_

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

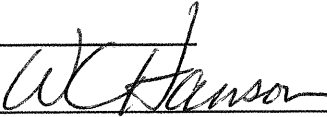
Signature of Authorized SFA Representative: \_\_\_\_\_

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

Vendor Name: Duluth School District/ISD #709

Name of Authorized Vendor Representative: William Hanson

Title: CFO

Signature of Authorized Vendor Representative: 

Date: 05/28/2014

**School Nutrition Programs  
Renewal of Joint Agreement  
School Year 2014**

A School Food Authority (SFA) and Site may mutually agree to renew a joint agreement for up to four (4) one-year periods after the end of the original one-year joint agreement.

1000003456  
CLiCS Sponsor ID

(Duluth School District)

and 1000005759  
CLiCS Site ID

(Harbor City International School )

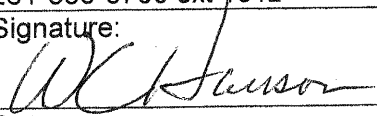
agree to renew the original School Nutrition Programs joint agreement, which ended June 6, 2014 , for the period of September 2, 2014 through June 5, 2015 (not to exceed one year).

The total number of times that the original joint agreement has been renewed, including this renewal, is 3 (may not exceed four).

The terms of the original joint agreement remain in effect during this renewal, except for any adjustments to the original contract terms as described here:

No adjustments or increases to the original contract.

SFA and Site have caused this agreement to be executed by their duly authorized representatives:

School Food Authority: Duluth School District/ISD #709	Site: Harbor City International School
By Authorized Representative: William Hanson	By Authorized Representative: Ted Buck
Title: CFO	Title: CFO
Telephone: 281-336-8700 ext 1012	Telephone: 218-428-1186
Signature: 	Signature:
Date: May 29, 2014	Date: May 29, 2014

**School Nutrition Programs**  
**Renewal of Contract for Vended Meals**  
**School Year 2014-15**

A contract for vended meals may be renewed for an additional term upon mutual agreement of the school food authority (SFA) and vendor if the original contract allowed renewals and specified an economic index for adjusting contract prices. This template for Renewal of Contract for Vended Meals must be used for renewal, without change to any provisions except for inserting required information.

**1. Definitions**

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for reimbursement through School Nutrition Programs.

SFA: Harbor City International School

SFA's Sponsor Cyber-Linked Interactive Child Nutrition System (CLiCS) Identification Number:

\_\_\_\_\_

"Vendor" refers to the company, school or other organization providing meals to the SFA.

Vendor: Duluth School District/ ISD #709

"Original contract" refers to the first-year contract for vended meals that started 09/01/2012.

**2. Renewal of Contract**

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. This is the 3<sup>rd</sup> year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 09/02/2014 End Date for Renewed Contract: 06/04/2015

A public school SFA may renew a contract for up to two years in compliance with state law. An SFA that is not a public school may renew a contract for vended meals for up to four years in compliance with program regulations.

**3. Contract Terms; Price Adjustments**

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract. SFA will pay the fixed meal price specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices.

a. Financial Terms

Percentage that 2014-15 meal prices will be adjusted from school year 2013-14 prices (may not exceed 1.8 percent\*): \_\_\_\_\_ percent

List each contracted meal/snack service:

Meal Type	2013 Price	2014 Price
Lunch	\$ 3.00	\$ 3.00
	\$	\$
	\$	\$

\* Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, Food Away from Home, December 2012 - December 2013

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here:

**4. USDA Foods**

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.

**5. Vendor Certification Statements (check the applicable box)**

Check one:

- The renewed contract is expected to be less than \$25,000. No certification statements from Vendor are required to be attached.
- The renewed contract is expected to meet or exceed \$25,000 but not to exceed \$100,000. Vendor has completed and attached a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form.
- The renewed contract is expected to exceed \$100,000. Vendor has completed and attached: (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form; (2) Certification Regarding Lobbying form; (3) If applicable, Disclosure of Lobbying Activities form.

**Signatures**

SFA Name: \_\_\_\_\_

Name of Authorized SFA Representative: \_\_\_\_\_

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

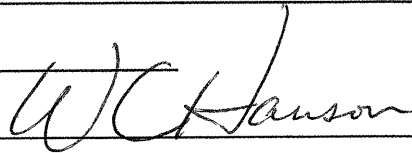
Signature of Authorized SFA Representative: \_\_\_\_\_

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

Vendor Name: Duluth School District/ISD #709

Name of Authorized Vendor Representative: William Hanson

Title: CFO

Signature of Authorized Vendor Representative: 

Date: 05/28/2014

# UNIVERSITY OF MINNESOTA

*Duluth Campus*

*Department of Education  
College of Education and  
Human Services Professions*

*150 EduE  
412 Library Dr  
Duluth, Minnesota 55812-3012  
(218)726-7233*

*Unified Early Childhood Studies, Elementary  
Education, Secondary Education,  
Special Education*

RECEIVED  
MAY 08 2014  
HUMAN RESOURCES

May 6, 2014

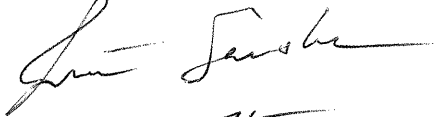
Dear Administrator:

The University of Minnesota Duluth, Department of Education would like to renew our contract with your school for student teaching and practicum students. We would like to continue our partnership with your school district and would like to continue this relationship as we prepare our candidates to become professional educators.

Enclosed are two original copies of the renewal contract. Please sign both copies and return both of them in the envelope provided. The contract will be forwarded to the University associate dean. A final signed copy will then be sent back to you.

Thank you for your contributions to the professional development of our candidates.

Sincerely,



Jim Sersha

Director, Office of Field Experiences

**Agreement for Teacher Education Candidates Classroom Participation  
Between  
Duluth Public Schools ISD #709  
and the  
University of Minnesota Duluth**

**THIS AGREEMENT** is entered into effective as of May 6, 2014 by and between Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and Duluth Public Schools (the "School"), a public school system. This agreement is entered into by the University through its University of Minnesota Duluth, College of Education and Human Service Professions.

1. **Student Teaching.** The University and School agree to permit candidates from the University to devote a reasonable amount of time in observation, participation and student teaching in the School. Student teaching and allied activities shall be under the direction of the Superintendent/Head of School, in accordance with the policy, procedures and regulations determined by the parties, and as governed by the licensure rules of the State of Minnesota.
2. **Honoraria.** In consideration of the above, the University will pay an honorarium for each candidate assigned to a pre-student teaching experience and an honorarium for each candidate assigned as a student teacher. The amount and mode of distribution of these funds will be determined by the current policies, procedures and regulations as referred to in paragraph one.
3. This agreement, effective on the date of signing, shall remain in force for five years from the date of this contract or until such time as either party to the contract shall terminate it by two months' notice in writing to the other party.

**IN WITNESS WHEREOF,** The University and School have executed this Agreement as of the day and year first above written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

---

William Gronseth  
Superintendent

---

Fay Maas, Associate Dean  
College of Education and Human  
Service Professions



### AFFILIATION AGREEMENT

This Agreement is made by and between the College of Education and Human Development of the **University of North Dakota**, Grand Forks, North Dakota, hereinafter referred to as the "University," and **Homecroft Elementary, Duluth Public Schools, Duluth, MN** hereinafter referred to as the "School".

**WHEREAS**, the State of North Dakota, doing business as the University of North Dakota, is currently conducting Teacher Education Curriculum within the University and desires to obtain field experience for students enrolled in the curriculum; and

**WHEREAS**, the School is committed to the professional education and training of education students and is willing to assist in their education by providing opportunities to complete a field experience.

**NOW THEREFORE**, the University and School agree as follows:

#### I. THE UNIVERSITY AGREES:

- 1.1 To be responsible for meeting program accreditation requirements.
- 1.2 To provide a field-based instruction manual to the School and students that outlines standards of performance and guidelines for the teaching experience.
- 1.3 To inform students of the confidential nature of all School records.
- 1.4 To assign a contact person who will serve as a liaison between the School and the University.
- 1.5 To inform the students that they must adhere to the administrative policies and procedures of the School.
- 1.6 In the case of student teaching, to pay a stipend to the teacher in an amount agreed upon by both parties. No extra amounts will be paid for conferences or other activities that demand the time of cooperating teacher in carrying out his or her obligation as a cooperating teacher. No stipends are paid for field experiences.

## **II. THE SCHOOL AGREES:**

- 2.1 To provide students of the University an opportunity to work cooperatively in a teacher-learning situation with a teacher certified by the state in which the School is located.
- 2.2 To supervise and instruct the students during the experience.
- 2.3 To conduct student performance evaluations as directed by the University.
- 2.4 To notify the University immediately if a student is not performing satisfactorily. The School will follow any oral notice made under this paragraph with a written memorandum.
- 2.5 To orient students to the School and its policies, procedures, rules, and regulations applicable to their conduct while in the School.
- 2.6 To supply the University with copies of any policies or procedures with which the students will be expected to comply.

## **III. THE UNIVERSITY AND THE SCHOOL AGREE:**

- 3.1 That the number of University student teachers placed in the School, the duration, and the timing of the experience shall be mutually agreed upon.
- 3.2 To collaborate in identifying specific experience objectives, the student assignments, and learning activities for each student placed in the School.
- 3.3 That the School may exclude from participation any student: whose performance or behavior is determined to be detrimental to the School's students; who fails to comply with proper channels of communications and/or with established School policies and procedures; or whose performance or behavior is otherwise unsatisfactory, including but not limited to any student who is unable to maintain compatible working relationships with the School's employees, or whose health status may prevent required attendance and student's successful completion of the field experience.

## **IV. LIABILITY**

- 4.1 Each party shall be responsible for claims, losses, damages, and expenses which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.
- 4.2 As a public entity in the State of North Dakota, the liability of the University is as provided in chapter 32-12.2 of the North Dakota Century Code and subject to the limitations contained therein. The liability of the School is as provided under the laws of the state in which the School is located.
- 4.3 Nothing herein shall preclude with party from asserting against third parties any defenses to liability it may have under applicable law or be construed to create a basis for a claim or suit when none would otherwise exist.

**V. TERM AND TERMINATION OF AGREEMENT**

- 5.1 This Agreement shall be effective beginning 07/01/2014 and shall continue through 06/30/2016.
- 5.2 Either party may terminate this Agreement on thirty (30) days' notice. In the event of termination under this section, any student currently placed at the School for a field experience will be allowed to finish that field experience unless 3.3 applies.

**VI. NONDISCRIMINATION**

The University and the School agree to comply with all applicable laws, rules, regulations, and policies, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

**VII. NOTICES**

All notices or other communications purporting to exercise or otherwise affect rights and duties under this Agreement shall be given by registered or certified mail, addressed to the parties as indicated below, and are complete on the date mailed.

**UNIVERSITY:**

**Barbara Combs, Ph.D., Associate Dean  
University of North Dakota  
College of Education & Human Development  
231 Centennial Drive, Stop 7189  
Grand Forks, ND 58202-7189**

**SCHOOL:**

**Homecroft Elementary  
4784 Howard Gnesen Road  
Duluth, MN 55803**

**VIII. MODIFICATION**

This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.

**IX. SEVERABILITY**

If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term or provision.

**X. MERGER**

This Agreement constitutes the entire agreement between the parties. There are no understanding, agreements, or representations, oral or written, not specified within this Agreement.

**XI. WAIVER**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, expressed or implied, of any rights under, or arising from, the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

**XII. INDEPENDENT CONTRACTORS**

The parties are independent contractors and neither shall act as an agent for the other party, nor shall either party be deemed to be an employee of the other party for any purpose whatsoever. Neither of the parties shall have any obligations on the other party's behalf, nor commit the other party in any manner whatsoever without the other party's expressed prior written consent. Any promotional business representation by either party of the other shall be approved in advance.

without the other party's expressed prior written consent. Any promotional business representation by either party of the other shall be approved in advance.

**XIII. HEADINGS**

Paragraph headings are for quick reference and convenience only and do not alter, amend, or otherwise affect the terms and conditions set out herein.

**APPROVED FOR:**

ISD 709 - DULUTH PUBLIC SCHOOLS

By: WCHanson  
(Authorized Signature)

Title: CFO

Date: 5/6/14

**APPROVED FOR:**

**UNIVERSITY OF NORTH DAKOTA**

By: Barbara Comb  
(Authorized Signature)

Title: Associate Dean

Date: 4/16/14



## **FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT May 2014**

### **Facilities Management – General**

In the past month the maintenance crews have completed 255 work orders, and are currently working on 530 open work orders.

Final snow removal invoices have been processed, and the District incurred just short of \$242,000 in snow removal expenses this year. This cost is higher than usual, but due to the extreme cold and extended snow removal season this is to be expected. Later in the season, we also incurred trucking costs to remove snow from sites that could not store additional snow, which is anticipated and keeps needed parking spots open and sites safe from a traffic movement perspective. Overall our in-house staff worked as much as possible on these tasks to keep costs down, but this winter was unique with the extreme conditions from December through March.

The District is currently working with MN Power and their consultant to determine if we are potentially eligible for monetary rebates through Comfort Systems of Duluth related to the reduced gas consumption of our new high efficient boilers at all our renovated sites. We will continue to work on this and make every effort to achieve rebate funds.

The District is soliciting quotes to add a sidewalk for students to travel from Piedmont to the play field beyond the church.

In early May, crews performed spring start up maintenance for all district site chillers.

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

### **Capital Construction:**

Jamar has started preparations to begin the Denfeld basement drainage project which will be completed this summer.

In July, Superior Glass will finish the caulking of windows at Congdon Park to ensure the older windows are water tight.

We are working with DSGW / Bossardt and others to determine a solution to the loading dock issues at MWE, along with any other outstanding issues to resolve.

We are working with LHB / KA and others to schedule the work to accomplish the loading dock solution work at LPMS, along with any other outstanding issues to resolve.

### **Operations**

To use the building chillers requires several warm days during which our contractors can start and test the equipment. This spring, we did not have many warm days; temperatures went from

extended cold directly to hot last week. As a result, some of the chillers were not ready and there were some complaints about warm buildings. The chillers are all now operating to accomplish the dehumidification of buildings during the rest of the spring and summer months.

The building lawn care services are also operating behind schedule as near the time they needed to be mowed, the rains started. The contractors are working hard between the scattered showers to catch up.

District crews are finishing the transfer of items from Morgan Park and Nettleton that were left after the schools took everything they wanted or transferred to other schools. Surplus items in good shape are being transferred to Central for further redistribution to other schools or prepared for sale.

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

- Environmental/Health
  - A chemical review of East High School science lab was completed. The safety equipment was also reviewed and sample goggles are being ordered to try more durable styles.
  - Investigated a mold smell/water leak at Ordean East. The wall was wet and will need to be repaired.
- ERCM
  - A meeting was held with St. Louis County to discuss command centers, how they may be used, and what their best practices are.
  - AED pads were replaced in 31 of the units as required every two (2) years.
- Workers' Compensation Activities
  - The Experience Modification Rate fell to .99 – below the 1.00 industry average!
  - OSHA Recordables - 2 recordables. One shoulder strain while lifting a lunchroom table and one back/neck injury from hitting a bump while driving a bus.
  - Incidents Reported: 25 injuries reported.

### **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

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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
04/25/2014	CGDN FINAL		00634054	V63580	ST GERMAINS GLASS CO	CONGDON FINAL APP	888474	OH	3,243.90	0.00	3,243.90
04/25/2014	CGDN FINAL		00634049	V105879	BELKNAP ELECTRIC	CONGDON FINAL APP	888474	OH	5,012.85	0.00	5,012.85
04/25/2014	CGDN FINAL		00634051	V92302	HOVLAND MASONRY INC	CONGDON FINAL APP	888474	OH	2,014.36	0.00	2,014.36
<b>Object 152000</b>							<b>Total:</b>		10,271.11	0.00	10,271.11
<b>FQA 06-870-435-386-JOB</b>							<b>Total:</b>		10,271.11	0.00	10,271.11

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
04/25/2014	MWE FINAL		00634048	V37181	A W KUETTEL AND SONS INC	MYERS-WILKINS FINAL APP	888474	OH	4,144.90	0.00	4,144.90
<b>Object 152000</b>							<b>Total:</b>		4,144.90	0.00	4,144.90
<b>FQA 06-870-470-386-JOB</b>							<b>Total:</b>		4,144.90	0.00	4,144.90

FQA: 06-871-220-000-000

GEN FUND SAVINGS-EAST

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
04/18/2014	JE509835			N/A..N/A		REV FY 2013 RETAINAGE	887829	JE	0.00	50,205.90	-50,205.90
04/25/2014	EAST 9013		00634050	V106954	GLADSTONE CONSTRUCTION	EAST PROJ 9013 FINAL APP	888474	OH	19,206.35	0.00	19,206.35
04/25/2014	EAST 9014		00634050	V106954	GLADSTONE CONSTRUCTION	EAST PROJ 9014 FINAL APP	888474	OH	40,882.55	0.00	40,882.55
<b>Object 152000</b>							<b>Total:</b>		60,088.90	50,205.90	9,883.00
<b>FQA 06-871-220-000-000</b>							<b>Total:</b>		60,088.90	50,205.90	9,883.00

FQA: 06-871-435-000-000

GEN FUND SAVINGS-CONGDON PK

Object: 118501 OVERTIME,SHIFT DIFFERENTIAL

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
04/25/2014	02090DP	EARN REG		7066		BERNDT, BETTY GRS.	888310	3	32.60	0.00	32.60
<b>Object 118501</b>							<b>Total:</b>		32.60	0.00	32.60

Object: 121000 FICA/MEDICARE

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

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04/25/2014	02090DP	CONT REG	N/A..N/A		GF SAVING-CONGPK	888310	2	2.04	0.00	2.04
<b>Object 121000</b>						<b>Total:</b>		2.04	0.00	2.04

**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>
04/25/2014	02090DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	888310	2	2.37	0.00	2.37
<b>Object 121400</b>						<b>Total:</b>		2.37	0.00	2.37	

**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>
04/25/2014	02090DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	888310	2	0.12	0.00	0.12
<b>Object 127000</b>						<b>Total:</b>		0.12	0.00	0.12	

**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>
04/25/2014	CGDN FINAL		00634052	V02489	NEAL SLATE W E COMPANY	CONGDON FINAL APP	888474	OH	2,018.75	0.00	2,018.75
04/25/2014	CGDN FINAL		00634051	V92302	HOVLAND MASONRY INC	CONGDON FINAL APP	888474	OH	3,910.24	0.00	3,910.24
04/25/2014	CGDN FINAL		00634049	V105879	BELKNAP ELECTRIC	CONGDON FINAL APP	888474	OH	50,755.13	0.00	50,755.13
<b>Object 152000</b>						<b>Total:</b>			56,684.12	0.00	56,684.12
<b>FQA 06-871-435-000-000</b>						<b>Total:</b>			56,721.25	0.00	56,721.25

**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>
04/25/2014	02090DP	EARN REG		7066		BERNDT, BETTY GRS.	888310	3	32.60	0.00	32.60
<b>Object 118501</b>						<b>Total:</b>			32.60	0.00	32.60

**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>
04/25/2014	02090DP	CONT REG		N/A..N/A		GF SAVING-MYERS	888310	2	2.05	0.00	2.05
<b>Object 121000</b>						<b>Total:</b>			2.05	0.00	2.05

**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>
04/25/2014	02090DP	CONT REG		N/A..N/A		GF SAVING-MYERS	888310	2	2.36	0.00	2.36
<b>Object 121400</b>						<b>Total:</b>			2.36	0.00	2.36

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2014  
 Object: 127000      **WORKERS COMPENSATION**

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Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
04/25/2014	02090DP	CONT REG		N/A..N/A		GF SAVING-MYERS	888310	2	0.12	0.00	0.12
<b>Object 127000</b>							<b>Total:</b>		0.12	0.00	0.12

**Object: 152000      BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
04/25/2014	MWE FINAL		00634048	V37181	A W KUETTEL AND SONS INC	MYERS-WILKINS FINAL APP	888474	OH	2,486.94	0.00	2,486.94
04/25/2014	MWE FINAL		00634053	V61878	SCHINDLER ELEVATOR CORP	MYERS-WILKINS FINAL APP	888474	OH	3,796.35	0.00	3,796.35
04/25/2014	MWE FINAL		00634055	V03601	ULLAND BROTHERS INC	MYERS-WILKINS FINAL APP	888474	OH	22,472.85	0.00	22,472.85
<b>Object 152000</b>							<b>Total:</b>		28,756.14	0.00	28,756.14
<b>FQA 06-871-470-000-000</b>							<b>Total:</b>		28,793.27	0.00	28,793.27

**FQA: 06-873-350-000-000      LRFPLINCOLN PK MIDDLE SCHOOL**

**Object: 151000      SITE & GROUNDS ACQUISITION**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
04/02/2014	ELM	252776	00633784	V108490	TRUST ACCOUNT OF THE LAW	BAL DUE ELM ST PROPERTY	886139	OH	20,000.00	0.00	20,000.00
<b>Object 151000</b>							<b>Total:</b>		20,000.00	0.00	20,000.00

**Object: 152000      BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
04/17/2014	169109	253791	00000351	V34360	JAMAR COMPANY	BUILDING ACQUISITION/CONSTRUCT	887688	OH	720.00	0.00	720.00
04/18/2014	00024-11404	253774	00633987	V92312	FRYBERGER BUCHANAN SMITH &	BUILDING ACQUISITION/CONSTRUCT	887747	OH	219.15	0.00	219.15
<b>Object 152000</b>							<b>Total:</b>		939.15	0.00	939.15
<b>FQA 06-873-350-000-000</b>							<b>Total:</b>		20,939.15	0.00	20,939.15

**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
04/25/2014	CGDN FINAL		00634049	V105879	BELKNAP ELECTRIC	CONGDON FINAL APP	888474	OH	6,892.67	0.00	6,892.67
04/25/2014	CGDN FINAL		00634054	V63580	ST GERMAINS GLASS CO	CONGDON FINAL APP	888474	OH	2,654.10	0.00	2,654.10
04/25/2014	CGDN FINAL		00634052	V02489	NEAL SLATE W E COMPANY	CONGDON FINAL APP	888474	OH	106.25	0.00	106.25
<b>Object 152000</b>							<b>Total:</b>		9,653.02	0.00	9,653.02
<b>FQA 06-876-435-000-000</b>							<b>Total:</b>		9,653.02	0.00	9,653.02

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2014

FQA: 06-876-470-000-000

COP 2012A-MEYERS WILKINS

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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>
04/25/2014	MWE FINAL		00634048	V37181	A W KUETTEL AND SONS INC	MYERS-WILKINS FINAL APP	888474	OH	1,657.96	0.00	1,657.96
						<b>Object 152000</b>		<b>Total:</b>	1,657.96	0.00	1,657.96
						<b>FQA 06-876-470-000-000</b>		<b>Total:</b>	1,657.96	0.00	1,657.96
<b>Grand Total:</b>									<u>192,269.56</u>	<u>50,205.90</u>	<u>142,063.66</u>