

Business Committee-Regular Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, December 16, 2014

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Financial Report

A. Financial Report

The draft of the financial report for the fiscal year ended June 30, 2014 will be presented at the December 8, 2014 Business Committee meeting. A representative from Wipfli was at the meeting to present their findings. The final report will be available for the December 16, 2014 board meeting.

1) Preliminary financial statements (unaudited) for the month ended October 2014 are attached. 3

B. Approval of Payment of Claims

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

C. Budget Revisions 16

D. Wire Transfers 18

E. Investment Transactions 19

F. WADM Projections 20

G. Fund Raisers 21

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

A. Bids

B. R.F.P.s

C. Quotes

1) RFQ 4160 - School Transportation Services 22

The RFQ received two respondents, Voyageur Bus Company and Student Transportation of America. Voyageur Bus Company had the lowest initial quote. Through the negotiations process we were able to arrive at the rates attached. The value of this increase is approximately 4.97% or approximately \$ 164,000 over 2013-2014 rates. The agreement also includes a rate increase for 2015-2016 based on the Consumer Price Index with the option to negotiate additional one-year contracts in the future.

Recommendation: It is recommended that the Duluth School Board approve the contract with Voyageur Bus Company.

3. Policies and Regulations

4. Contracts, Change Orders, and Leases

A. Contracts

1) <u>Tech CTE LLC</u>	<u>26</u>
Attached is a contract with Tech CTE LLC to provide consultation services involving all Career and Technical Education and Perkins Grant funding acquisition and compliance in the amount of \$47,440.00.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the contract with Tech CTE LLC in the amount of \$47,440.00.	
B. <u>Change Orders</u>	
C. <u>Leases</u>	
5. <u>Resolutions</u>	
A. <u>B-12-14-3216- Acceptance of Donations to Duluth Public Schools</u>	<u>30</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve resolution B-12-14-3216- Acceptance of Donations to Duluth Public Schools.	
B. <u>B-12-14-3217 - Certified Tax Levy</u>	<u>31</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-12-14-3217 - Certified Tax Levy.	
C. <u>B-12-14-3218 - Resolution of Independent School District 709 approving the terms of Offering of General Obligation Aid Anticipation Certificates of Indebtedness, Series 2015A, in the Approximate Amount of \$4,400,000</u>	<u>34</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board Approve Resolution B-12-14-3218 - Resolution of Independent School District 709 approving the terms of Offering of General Obligation Aid Anticipation Certificates of Indebtedness, Series 2015A, in the Approximate Amount of \$4,400,000.	
6. <u>Informational - These items are provided for informational purposes only and no action is required.</u>	
A. <u>Expenditure Contracts</u>	<u>40</u>
Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of November 2014	
B. <u>Revenue Contracts</u>	<u>74</u>
Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of November 2014.	
C. <u>Other Contracts - None</u>	
D. <u>Facilities Management & Capital Project Status Report</u>	<u>82</u>
Kerry Leider will be present to answer questions regarding the attached report.	
E. <u>Policy - Gifts to Employees and School Board Members</u>	<u>85</u>
Attached is Information regarding the new Gift Law applicable to School District Officials. Discussion will take place at the committee meeting in anticipation of developing a policy.	
7. <u>Future Items</u>	
A. <u>Woodland Hills Lease Agreement</u>	
B. <u>FY16 Budget Development</u>	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$31,042	\$31,817
Interest	3	4	(1)	(24.1)	(144)	98	(242)	(246.4)	77	77
Tuition, Fees, Admissions	364	405	(41)	(10.2)	1,901	1,778	123	6.9	4,092	4,092
Other Local Revenues	129	148	(19)	(12.8)	716	751	(35)	(4.7)	1,609	1,846
State Sources	3,792	5,407	(1,615)	(29.9)	26,057	33,337	(7,280)	(21.8)	86,939	86,285
Federal Aids from MDE	1,365	345	1,020	295.6	2,808	2,810	(2)	(0.1)	9,165	9,675
Federal Direct Aids	-	(810)	810	100.0	-	(789)	789	100.0	2,856	2,856
Local Sales	168	210	(42)	(19.9)	190	371	(181)	(48.9)	1,667	1,667
Sale of Bonds or Loans	-	-	0	N/A	-	-	0	N/A	0	0
Total Revenues	5,821	5,709	112	2.0	31,528	38,356	(6,828)	(17.8)	137,447	138,315
<u>Expenditures</u>										
Salaries	4,808	4,594	(214)	(4.7)	11,089	10,733	(356)	(3.3)	60,190	60,118
Benefits	2,142	2,062	(80)	(3.9)	5,768	5,564	(204)	(3.7)	28,364	28,775
Purchased Services	874	918	44	4.8	2,497	2,804	307	10.9	12,954	12,913
Supplies & Materials	463	536	73	13.6	1,709	1,033	(676)	(65.4)	5,058	5,489
Chargebacks	(0)	1	1	146.8	0	1	1	94.8	(159)	92
Capital Expenditures	199	882	683	77.4	2,025	7,336	5,311	72.4	5,205	6,756
Debt Service	51	(137)	(188)	(136.9)	4,970	5,176	206	4.0	21,191	21,191
Other	26	66	40	61.2	126	277	151	54.5	932	1,095
Total Expenditures	8,562	8,922	360	4.0	28,184	32,924	4,740	14.4	133,735	136,429
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(2,741)	(\$3,213)	472	14.7	3,344	\$5,432	(2,088)	(38.4)	\$3,712	\$1,886

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

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

PAGE 3

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$10,475	\$10,475
Interest	3	4	(1)	(27.4)	(145)	93	(238)	(255.9)	55	55
Tuition, Fees, Admissions	240	264	(24)	(8.9)	1,381	1,309	72	5.5	1,843	1,843
Other Local Revenues	53	48	5	11.4	338	259	79	30.4	245	416
State Sources	3,031	4,770	(1,739)	(36.5)	22,716	29,998	(7,282)	(24.3)	75,471	75,592
Federal Aids from MDE	1,118	159	959	603.3	1,893	2,012	(119)	(5.9)	6,785	7,290
Federal Direct Aids	0	0	0	N/A	0	21	(21)	(100.0)	0	0
Local Sales	0	0	0	N/A	0	9	(9)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	4,446	5,245	(799)	(15.2)	26,182	33,701	(7,519)	(22.3)	94,873	95,672
<u>Expenditures</u>										
Salaries	4,261	4,067	(194)	(4.8)	9,660	9,377	(283)	(3.0)	53,744	53,682
Benefits	1,843	1,778	(65)	(3.6)	4,865	4,789	(76)	(1.6)	24,669	25,017
Purchased Services	523	598	75	12.5	1,520	1,697	177	10.5	6,765	6,820
Supplies & Materials	123	128	5	3.8	554	394	(160)	(40.6)	1,694	1,630
Chargebacks	(0)	(1)	(1)	(53.2)	0	(2)	(2)	(102.6)	(565)	(314)
Capital Expenditures	83	11	(72)	(656.8)	395	93	(302)	(324.3)	232	632
Debt Service	47	(137)	(184)	(134.3)	47	79	32	40.5	20	20
Other	22	42	20	47.4	116	154	38	24.5	697	843
Total Expenditures	6,902	6,486	(416)	(6.4)	17,156	16,581	(575)	(3.5)	87,255	88,329
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	(6,347)	(6,347)
Operating Excess (Deficit)	(\$2,457)	(\$1,241)	(1,216)	(98.0)	\$9,026	\$17,120	(\$8,094)	(47.3)	\$1,272	\$996

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$9,996	\$9,996
Interest	3	4	(1)	(27.4)	(145)	93	(238)	(255.9)	55	55
Tuition, Fees, Admissions	240	264	(24)	(9.0)	1,355	1,301	54	4.1	1,360	1,360
Other Local Revenues	23	14	9	64.6	90	84	6	6.6	245	261
State Sources	3,031	4,092	(1,061)	(25.9)	22,605	28,900	(6,295)	(21.8)	64,049	64,049
Federal Aids from MDE	0	0	0	N/A	8	0	8	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
Total Revenues	3,297	4,374	(1,077)	(24.6)	23,913	30,378	(6,465)	(21.3)	75,704	75,720
<u>Expenditures</u>										
Salaries	3,499	3,556	57	1.6	7,830	8,037	207	2.6	43,665	43,806
Benefits	1,512	1,556	44	2.8	4,052	4,188	136	3.3	19,333	19,453
Purchased Services	466	541	75	13.9	1,303	1,555	252	16.2	5,922	5,841
Supplies & Materials	97	98	1	1.0	473	341	(132)	(38.7)	1,095	1,131
Chargebacks	(0)	(2)	(2)	(76.6)	0	(3)	(3)	(100.0)	(2,041)	(2,122)
Capital Expenditures	61	8	(53)	(661.3)	215	42	(173)	(411.1)	87	336
Debt Service	47	(137)	(184)	(134.3)	47	79	32	40.5	20	20
Other	6	10	4	41.9	90	107	17	16.0	4	74
Total Expenditures	5,687	5,630	(57)	(1.0)	14,009	14,346	337	2.3	68,085	68,539
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	(6,347)	(6,347)
Operating Excess (Deficit)	(\$2,390)	(\$1,256)	(1,134)	(90.3)	\$9,903	\$16,032	(\$6,129)	(38.2)	\$1,272	\$835

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$479	\$479
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	26	8	18	221.3	483	483
Other Local Revenues	30	34	(4)	(10.5)	248	175	73	41.8	0	156
State Sources	0	678	(678)	(100.0)	111	1,098	(987)	(89.9)	11,422	11,543
Federal Aids from MDE	1,118	159	959	603.3	1,884	2,012	(128)	(6.3)	6,785	7,290
Federal Direct Aids	0	0	0	N/A	0	21	(21)	(100.0)	0	0
Local Sales	0	0	0	N/A	0	9	(9)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	1,149	871	278	31.9	2,270	3,323	(1,053)	(31.7)	19,169	19,952
<u>Expenditures</u>										
Salaries	763	511	(252)	(49.2)	1,830	1,340	(490)	(36.6)	10,079	9,876
Benefits	331	222	(109)	(49.0)	813	601	(212)	(35.3)	5,336	5,564
Purchased Services	57	57	(0)	(0.4)	216	142	(74)	(52.4)	843	979
Supplies & Materials	26	30	4	13.1	81	53	(28)	(52.7)	599	499
Chargebacks	0	1	1	100.0	0	1	1	94.8	1,475	1,808
Capital Expenditures	22	3	(19)	(644.7)	180	51	(129)	(252.8)	144	296
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	16	32	16	49.2	26	47	21	43.6	693	769
Total Expenditures	1,215	856	(359)	(42.0)	3,147	2,235	(912)	(40.8)	19,169	19,791
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$66)	15	(81)	(542.8)	(\$878)	\$1,088	(\$1,966)	(180.7)	\$0	\$161

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ 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	1	2	(1)	(43.1)	15	15
State Sources	25	15	10	65.1	25	15	10	65.1	171	171
Federal Aids from MDE	232	186	46	24.5	390	277	113	41.0	2,207	2,207
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	168	158	10	6.4	184	166	18	10.9	1,232	1,232
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	425	359	66	18.4	600	460	140	30.5	3,624	3,624
<u>Expenditures</u>										
Salaries	104	97	(7)	(6.8)	231	204	(27)	(13.4)	1,068	1,068
Benefits	38	36	(2)	(4.2)	85	79	(6)	(7.6)	409	409
Purchased Services	5	5	(0)	(8.7)	20	15	(5)	(30.7)	103	103
Supplies & Materials	213	244	31	12.6	333	292	(41)	(14.0)	1,864	1,860
Chargebacks	0	0	0	N/A	0	0	0	N/A	151	151
Capital Expenditures	0	24	24	100.0	95	24	(71)	(296.7)	9	153
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	1	1	0	8.0	20	20
Total Expenditures	360	406	46	11.3	765	615	(150)	(24.4)	3,624	3,764
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$65	(\$47)	\$112	238.5	(\$165)	(\$155)	(\$10)	(6.1)	\$0	(\$140)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ 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	0	5	(5)	(100.0)	80	80
State Sources	103	135	(32)	(23.8)	1,209	1,343	(134)	(10.0)	5,446	5,446
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	6	0	6	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	103	135	(32)	(23.8)	1,214	1,348	(134)	(9.9)	5,526	5,526
<u>Expenditures</u>										
Salaries	102	104	2	1.4	254	250	(4)	(1.6)	1,158	1,158
Benefits	71	73	2	2.7	146	149	3	2.0	725	725
Purchased Services	224	170	(54)	(31.5)	595	532	(63)	(11.9)	4,020	4,020
Supplies & Materials	31	31	0	0.4	85	59	(26)	(44.3)	327	327
Chargebacks	0	0	0	N/A	0	0	0	N/A	31	31
Capital Expenditures	0	0	0	N/A	2	0	(2)	N/A	206	206
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
Total Expenditures	428	378	(50)	(13.2)	1,083	990	(93)	(9.4)	6,468	6,468
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$325)	(\$243)	(\$82)	(33.8)	\$131	\$358	(\$227)	(63.4)	(\$942)	(\$942)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$929	\$929
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	123	141	(18)	(12.5)	520	469	51	11.0	1,350	1,350
Other Local Revenues	2	19	(17)	(89.4)	34	103	(69)	(66.7)	72	137
State Sources	420	117	303	259.2	903	825	78	9.5	1,951	1,951
Federal Aids from MDE	15	0	15	N/A	22	11	11	97.8	173	178
Federal Direct Aids	0	(810)	810	100.0	0	(810)	810	100.0	1,773	1,773
Local Sales	0	0	0	N/A	0	1	(1)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	561	(533)	1,094	205.2	1,480	599	881	147.0	6,248	6,318
<u>Expenditures</u>										
Salaries	273	266	(7)	(2.8)	663	666	3	0.5	3,432	3,423
Benefits	118	109	(9)	(8.7)	320	283	(37)	(13.0)	1,345	1,357
Purchased Services	92	121	29	23.8	264	192	(72)	(37.7)	758	799
Supplies & Materials	19	31	12	38.0	76	59	(17)	(29.5)	275	277
Chargebacks	0	0	0	N/A	0	1	1	100.0	205	205
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	14	23
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	3	1	(2)	(244.0)	4	7	3	45.1	176	190
Total Expenditures	507	528	21	4.1	1,327	1,208	(119)	(9.8)	6,204	6,274
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
Operating Excess (Deficit)	\$54	(\$1,061)	\$1,115	105.1	\$153	(\$609)	\$762	125.1	\$43	\$43

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$979	\$979
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	2	12	(10)	(87.4)	6	56	(50)	(90.1)	12	12
State Sources	19	27	(8)	(30.3)	306	238	68	28.7	1,023	1,023
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	8	(8)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	20	39	(19)	(47.8)	312	302	10	3.2	2,013	2,013
<u>Expenditures</u>										
Salaries	62	53	(9)	(16.6)	261	211	(50)	(23.5)	689	689
Benefits	25	21	(4)	(21.2)	116	97	(19)	(19.1)	295	347
Purchased Services	5	14	9	62.7	28	304	276	90.8	312	104
Supplies & Materials	76	101	25	25.1	657	229	(428)	(186.8)	300	790
Chargebacks	0	0	0	N/A	0	0	0	N/A	20	20
Capital Expenditures	78	2	(76)	(3,780.8)	929	878	(51)	(5.8)	3,825	3,721
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	23	23	100.0	0	113	113	100.0	0	0
Total Expenditures	246	214	(32)	(14.8)	1,990	1,832	(158)	(8.6)	5,441	5,671
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	6,347	6,347
Operating Excess (Deficit)	(\$225)	(\$175)	(\$50)	(28.8)	(\$1,678)	(\$1,530)	(\$148)	(9.7)	\$2,919	\$2,689

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$921	\$921
Interest	0	0	0	N/A	0	1	(1)	(59.6)	-	-
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	5	0	5	N/A	0	0
State Sources	142	111	31	27.6	153	113	40	35.8	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	52	(52)	(100.0)	0	187	(187)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	142	163	(21)	(13.0)	159	301	(142)	(47.2)	1,090	1,090
<u>Expenditures</u>										
Salaries	5	7	2	24.9	21	25	4	17.5	100	100
Benefits	2	2	0	9.0	8	9	1	10.8	30	30
Purchased Services	20	6	(14)	(233.7)	53	46	(7)	(14.2)	14	84
Supplies & Materials	1	0	(1)	N/A	4	0	(4)	N/A	19	25
Chargebacks	0	2	2	100.0	0	2	2	100.0	0	0
Capital Expenditures	38	845	807	95.5	604	6,341	5,737	90.5	920	2,021
Debt Service	0	0	0	N/A	0	0	(0)	N/A	0	0
Other	0	0	(0)	N/A	4	2	(2)	(119.1)	7	10
Total Expenditures	67	862	795	92.3	693	6,425	5,732	89.2	1,090	2,270
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$75	(\$699)	\$774	110.7	(\$534)	(\$6,124)	\$5,590	91.3	\$0	(\$1,180)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$17,737	\$18,512
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	53	232	(179)	(77.2)	744	805	(61)	(7.5)	2,709	1,934
Federal Aids from MDE	0	0	0	N/A	503	510	(7)	(1.4)	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	1,084	1,084
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
Total Revenues	53	232	(179)	(77.2)	1,247	1,315	(68)	(5.1)	21,530	21,530
<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	4	0	(4)	N/A	4,923	5,097	174	3.4	21,171	21,171
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	4	0	(4)	N/A	4,923	5,097	174	3.4	21,171	21,171
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$49	\$232	(\$183)	(78.7)	(\$3,676)	(\$3,782)	\$106	2.8	\$359	\$359

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ 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	1	4	(3)	(72.0)	19	19
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	200	200
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
Total Revenues	0	0	0	N/A	1	4	(3)	(72.0)	219	219
<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	200	200
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
Total Expenditures	0	0	0	N/A	0	0	0	N/A	200	200
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	\$1	\$4	(\$3)	(72.0)	\$19	\$19

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
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	72	69	3	3.9	332	326	6	1.8	785	785
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	72	69	3	3.9	332	326	6	1.8	785	785
Expenditures										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	45	43	(2)	(3.8)	229	158	(71)	(44.8)	690	690
Purchased Services	4	4	(0)	(11.8)	18	18	0	1.9	54	54
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	49	47	(2)	(4.5)	246	176	(70)	(40.0)	744	744
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$23	\$22	\$1	2.5	\$85	\$150	(\$65)	(43.1)	\$41	\$41

DULUTH PUBLIC SCHOOLS - ISD 709
 October 14
 Student Activities

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

PAGE 14

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ 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	3	3
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	899	899
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	201	201
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	435	435
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	0	0	0	N/A	1,538	1,538
<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	928	928
Supplies & Materials	0	1	1	100.0	0	0	0	N/A	579	579
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	31	31
Total Expenditures	0	1	1	100.0	0	0	0	N/A	1,538	1,538
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	(\$1)	\$1	100.0	\$0	\$0	\$0	N/A	(\$0)	(\$0)

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 10/31/2014

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
10/10/2014	V106466	CITISTREET FOR MSRS	7,078.37
10/10/2014	V79764	DULUTH FEDERATION OF TEA	21,300.65
10/10/2014	V107231	DULUTH TEACHERS CREDIT	9,123.28
10/10/2014	V79711	DULUTH TEACHERS RETIRE EFT	252,854.59
10/10/2014	V106637	EBC - FLEX EFT	12,703.17
10/10/2014	V106636	EBC - TSA EFT	67,519.82
10/10/2014	V79771	EDUCATION MN CLERICAL	1,254.56
10/10/2014	V102915	FEDERAL 941 PR TAXES	572,619.40
10/10/2014	V108066	MG TRUST	128,331.01
10/10/2014	V05173	MN CHILD SUPPORT EFT	2,454.88
10/10/2014	V108320	MN DEPT OF REVENUE EFT	649.72
10/10/2014	V102916	MN STATE PR TAXES	96,085.11
10/10/2014	V79708	PUBLIC EMPLOYEES RETIREMENT	87,496.93
10/10/2014	V79704	U S BANK - PY DIRECT DEPOSIT	1,472,842.33
10/24/2014	V106466	CITISTREET FOR MSRS	32,200.98
10/24/2014	V79764	DULUTH FEDERATION OF TEA	23,536.95
10/24/2014	V107231	DULUTH TEACHERS CREDIT	9,073.28
10/24/2014	V79711	DULUTH TEACHERS RETIRE EFT	253,641.20
10/24/2014	V106637	EBC - FLEX EFT	12,703.17
10/24/2014	V106636	EBC - TSA EFT	68,026.11
10/24/2014	V79771	EDUCATION MN CLERICAL	1,254.56
10/24/2014	V102915	FEDERAL 941 PR TAXES	572,161.48
10/24/2014	V108066	MG TRUST	119,873.89
10/24/2014	V05173	MN CHILD SUPPORT EFT	2,657.55
10/24/2014	V108320	MN DEPT OF REVENUE EFT	384.75
10/24/2014	V102916	MN STATE PR TAXES	95,639.58
10/24/2014	V79708	PUBLIC EMPLOYEES RETIREMENT	89,521.66
10/24/2014	V79704	U S BANK - PY DIRECT DEPOSIT	1,509,777.71
10/31/2014	V06645	MEDICA HEALTH PLAN (EFT)	167,004.70
10/31/2014	V106638	PEIP - HLTH EFT	1,213,566.24
10/31/2014	V80030	DELTA DENTAL PLAN OF MN(EFT)	49,117.65
10/31/2014	V104923	HARRIS BANK	28,929.17
10/31/2014	V100499	MN DEPT OF REVENUE EFT	287.00
			6,981,671.45

**ISD 709 – Duluth Public Schools
GF Investment Activity for FY 2015
As of October 31, 2014**

Beginning Investment Balance (September 30, 2014): \$ **1,507,306.06**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
10/14	State Bank of India (IL)	MBS	01/14/15	0.30%	\$ 249,000.00
10/16	Bank of China (NY)	MBS	01/16/15	0.20%	249,000.00

Total Purchases \$ **498,000.00**

Deduct Maturities/Calls/Sales:

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

Total Maturities \$ **0.00**

Other items:

Add:	Money Market Funds Interest	\$ 47.46
	Beginning Value Adjustment	0.00
	Other Interest/Cash Balance on Account	0.00

Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	0.00

Total Other \$ **47.46**

Ending Investment Balance (October 31, 2014) \$ **2,005,353.52**

Note: Ending Investment Balance as of October 31, 2013 was \$13,506,005.58

Duluth Public Schools-ISD 709
WADM Projection Report - FY 2015
December 2014

Grade Levels	Dec Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	PRELIMINARY
						EOY PU 1314
KG	628	0.9997303872392	627.83	1.00	627.83	668.79
HK	66	0.9821243902439	64.82	1.00	64.82	80.61
Gr 1-3	1987	0.9916332541205	1970.38	1.00	1970.38	1956.70
Gr 4-6	1812	0.9834135876227	1781.95	1.00	1781.95	1719.32
Gr 7-8	1171	0.9664518856629	1131.72	1.20	1358.06	1425.91
Gr 9-12	2878.66	0.9362961827533	2695.28	1.20	3234.33	3186.23
Sub-Total	8542.66				9037.36	9037.56
Other WADM Generators						
Early Childhood	Dec Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	83.08
	204	0.414294581	84.52	1.000	84.52	
Early Childhood Details	Final Count	Dec 1 Count	Final ADM			
11-12	432	239	94.8			
12-13	344	190	91.75			
13-14	368	214	83.08			
14-15*		204	84.52			
Resident Tuition**						
Resident Tuition Details	Total WADM				46.34	
11-12	54.15					
12-13	48.46					
13-14	36.40					
14-15*	46.34					
ALC**						
ALC Details	Total WADM				272.16	
11-12	285.78					
12-13	273.97					
13-14	256.72					
14-15*	272.16					
Projected Total WADM					9121.88	9120.64
Budgeted WADM					9213.32	
Net					-91.44	

* Projected

**Included in Grade Level Projections

TO: Bill Hanson
FROM: Ken Willms
RE: RFQ 4160
DATE: December 3, 2014

RFQ 4160 – School Transportation Services received two respondents, Voyageur Bus Company and Student Transportation of America. Voyageur Bus Company had the lowest initial quote. Through the negotiations process we were able to arrive at the rates attached. The value of this increase is approximately 4.97% or approximately \$ 164,000 over 2013-2014 rates. The agreement also includes a rate increase for 2015-2016 based on the Consumer Price Index with the option to negotiate additional one-year contracts in the future. I recommend approval of this agreement.

All Buses Type A, B, C

Bus routes 4 hrs or less	\$253.12
Bus routes between 4 & 5 hours	\$257.86
Bus routes over 5 hours	10.00/15 min
Half Day Rate (a.m./p.m.)	50% / 65%
Mid-day up to 1.0 hours	\$54.72
Mid-day up to 1.5 hours	\$75.99
Mid-day up to 2.0 hours	\$97.11
Mid-day up to 2.5 hours	\$117.26
Late Activity	\$43.51
Wheel Chair per day	\$12.00
Assistant (fiscal 15/fiscal 16)	19.65/21.00
In-district charter (per hour, 2 hr min)	\$46.36
Out-district charter (under 30 miles, 4 hours)	\$144.08
additional miles	\$1.94
wait time	\$20.92
Out-district charter (over 30 miles)	\$1.94
wait time	\$20.92
Overnight expenses	\$186.50
Trailer charge	\$74.50
All routes outside District	1.94 per mile
Overnight expenses	\$186.50
Snow Day	\$10,000
Year 2	CPI
Fuel base (+ 10%)	\$1.25
Camera (per day)	\$5.00
GPS (per day)	\$2.50

Regular to and from daily service
(September 2014 - November 2014)

	# of Buses	13-14 rate	14-15 rate	days	13-14 total	Proposed 14-15 total
Type A buses	5	238.98	253.12	60	\$71,694.00	\$75,936.00
routes 4 hours or less	34	243.88	253.12	60	\$497,515.20	\$516,364.80
routes between 4 and 5 hours	15	248.45	257.86	60	\$223,605.00	\$232,074.00
routes over 5 hours	8	256.89	267.86	60	\$123,307.20	\$128,572.80
half routes (a.m. only <2 hrs)	3	136.64	128.93	60	\$24,595.20	\$23,207.40
Mid-day						
CTE	2	71.69	75.99	60	\$8,602.80	\$9,118.80
route 1	1	71.69	75.99	41	\$2,939.29	\$3,115.59
route 2	1	51.62	54.72	41	\$2,116.42	\$2,243.52
route 3	1	51.62	54.72	20	\$1,032.40	\$1,094.40
route 4	1	51.62	54.72	30	\$1,548.60	\$1,641.60
route 5	1	51.62	54.72	41	\$2,116.42	\$2,243.52
A.M. return						
2 routes	-2	60.97	63.28	60	-\$7,316.40	-\$7,593.60
Late activity						
Ordean	4	41.05	43.51	33	\$5,418.60	\$5,743.32
Wheel Chair	7	11.72	12	60	\$4,922.40	\$5,040.00
Bus Assistants	1	18.13	19.65	5133.51	\$93,070.54	\$100,873.47
					\$1,055,167.67	\$1,099,675.62
Extrapolate over 173 days	14-15 rates	\$3,170,731				
	13-14 rates	\$3,042,400				
		<u>\$128,331</u>				4.22%

Extra-curricular rates	13-14 rate	Proposed 14-15	
In-district Charter (per hour, 2 hr mi)	\$40.67	\$46.36	13.99%
Out-district Chrtr (under 30 miles)	\$126.41	\$144.08	13.98%
extra miles	\$1.62	\$1.94	19.75%
wait charge	\$17.43	\$20.92	20.02%
Out-district Chrtr (over 30 miles)	\$1.62	\$1.94	19.75%
wait charge	\$17.43	\$20.92	20.02%
Overnight expenses	\$110.62	\$186.50	68.60%
Trailer charge	\$52.67	\$74.50	41.45%
2014-2015 proposed	\$289,525		
2013-2014	\$253,969		
	<u>\$35,556</u>		14.00%
TOTALS			
2014-2015 proposed	\$3,460,256		
2013-2014	\$3,296,369		
	<u>\$163,887</u>		4.97%
All routes outside District		1.94 per mile	
Snow Day		\$10,000	
Year 2		CPI-U Minneapolis-St Paul	

AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of November, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Tech CTE LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 6, 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.** The contractor shall provide consultation, under the direction of the Director of Curriculum and Instruction of ISD 709, in regard to all facets of Career and Technical Education and Perkins Grant funding acquisition and compliance. This includes, but is not limited to, review of programs, recommendation of staffing, drafting of necessary reports, recommendation of materials and equipment, review of course descriptions, review and recommendation of CTE and Perkins related invoices and budgets, attending meetings as a representative of the district's interests, and mentoring administrative staff.

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 \$47,440. The contractor hereby agrees to be compensated at a rate of \$71/hr for services, not to exceed 640 total hours, and may receive reimbursement for approved expenses up to \$2000. 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.

WCH
11/14/14

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 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 Tech CTE LLC, 4331 Luverne 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.

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.

RESOLUTION
Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	FIRST NAME	LAST NAME/ORG.	RESTRICTION	AMOUNT
Lester Park	Peter/Jill	Passi/Hinners	None	\$30.00
Lester Park	Emily/Ted	McKay/Cash	None	\$50.00
Lester Park	Joan	Luther	None	\$50.00
Lester Park	Darlene/James	Cash	None	\$20.00
Lester Park	Curtis/Beth	Cash	None	\$100.00
Lester Park	Gretchen	Cash	None	\$150.00
Lester Park	Debbie	Dearmond	KG Supplies	\$5.00
Lester Park	Debbie	Dearmond	KG Supplies	\$5.00
Lester Park	Rebekka	Stumme	KG Supplies	\$10.00
Lester Park	James/Brandelyn	Grandaw	KG Supplies	\$10.00
Lester Park	Erick/Andrea	Filby	KG Supplies	\$10.00
Lester Park	Rotary Club #25 of Duluth		Forest Bridge	\$2,500.00

RESOLUTION**Certified Tax Levy 2014 Payable 2015**

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2014 Payable 2015 at \$32,853,480.86.

Resolution B-12-14-3217

December 16, 2014

ISD 709 - Duluth Public Schools
 2014 Pay 2015 LEVY (11/21/14)
 Comparison to Prior Year

ITEM	13 PAY 14	14 PAY 15	Change	Comments
RMV Referendum	\$4,232,054.14	\$2,321,360.78	(\$1,910,693.36)	\$1,033,061 aid
Local Optional Equity	\$1,925,680.80	\$3,825,582.40	\$1,899,901.60	
Transition	\$454,170.00	\$451,130.00	(\$3,040.00)	All levy
Operating Capital	\$441,190.14	\$438,227.68	(\$2,962.46)	All levy
Achieve. & Integration	\$1,022,598.81	\$1,059,032.50	\$36,433.69	\$922,933 in Aid
Reemployment Insurance	\$479,233.72	\$486,660.41	\$7,426.69	\$1,130,945 Aid
Safe Schools	\$246,423.38	\$232,318.34	(\$14,105.04)	\$125,000 reduction
Career & Technical	\$327,002.40	\$324,813.60	(\$2,188.80)	Pays for SRO's
Annual OPEB	\$350,559.22	\$255,170.79	(\$95,388.43)	
Other	\$457,252.00	\$595,141.00	\$137,889.00	
Health & Safety			\$0.00	
Building/Land Lease	\$381,659.50	\$393,041.00	\$11,381.50	Lease contracts
Alternative Facilities	\$921,470.36	\$1,018,493.36	\$97,023.00	\$168,064 Aid
Student Achievement	\$235,525.65	\$230,689.12	(\$4,836.53)	
Health Benefits			\$0.00	
Tree Growth	\$1,914.04	\$1,914.04	\$0.00	
Sub-total for General Fund	\$11,476,734.16	\$11,633,575.02	\$156,840.86	1.4%
Basic Community Ed	\$632,554.59	\$653,743.40	\$21,188.81	
ECFE	\$273,722.52	\$263,450.47	(\$10,272.05)	\$463,453 in Aid
Home Visiting	\$9,256.00	\$8,670.40	(\$585.60)	
Adults w/Disabilities	\$30,000.00	\$30,000.00	\$0.00	
School-Age Care	\$90,000.00	\$90,000.00	\$0.00	
Sub-Total for Community Ed	\$1,035,533.11	\$1,045,864.27	\$10,331.16	1.0%
Initial Debt Service	\$20,430,765.00	\$21,295,400.70	\$864,635.70	
Sub-Total for Debt Service	\$20,430,765.00	\$21,295,400.70	\$864,635.70	4.2%

ADJUSTMENTS:

RMV Referendum - FY 15	\$42,501.00		(\$42,501.00)	
RMV Referendum - FY 13	\$43,456.01	32,973.47	(\$10,482.54)	
Equity - FY15	(\$1,912.68)		\$1,912.68	
Transition - FY15	(\$1,912.68)		\$1,912.68	
Equity - FY 13	(\$10,110.34)	(6,447.36)	\$3,662.98	
Transition - FY 13	(\$10,110.34)	(6,447.36)	\$3,662.98	
Operating Capital - FY 15	(\$26,740.98)	(3,310.92)	\$23,430.06	
Operating Capital - FY 13	(\$47,891.87)	(26,972.36)	\$20,919.51	
Achieve. & Integration - FY 15		1,355.95	\$1,355.95	
Integration - FY 13	(\$10,558.53)	(61.80)	\$10,496.73	
Reemployment Ins. - FY13	(\$495,735.27)	(363,301.89)	\$132,433.38	
Safe Schools - FY 13	(\$6,593.70)	(4,204.80)	\$2,388.90	
Health & Safety - FY 11			\$0.00	
Other Adjs			\$0.00	
Pay 12 Building/Land Lease	(\$24,648.20)	(40,587.00)	(\$15,938.80)	
Alternative Facilities			\$0.00	
FY 2011 Annual OPEB			\$0.00	
Career Technical - FY13	(\$43,655.83)		\$43,655.83	
Abatement	\$36,516.87	5,484.56	(\$31,032.31)	
Advance Abatement	(\$31,418.34)	10,823.38	\$42,241.72	
Sub-Total for General Fund	(\$588,814.88)	(\$400,696.13)	\$188,118.75	-31.9%
Home Visiting - FY 15	(\$176.00)	(\$585.60)	(\$409.60)	
School-Age Care - FY 13	(\$5,623.64)	\$10,816.60	\$16,440.24	
ECFE - FY 15		(\$3,077.98)	(\$3,077.98)	
Abatement	\$3,359.22	\$472.02	(\$2,887.20)	
Advance Abatement	(\$3,387.48)	\$1,069.80	\$4,457.28	
Sub-Total for Community Ed	(\$5,827.90)	\$8,694.84	\$14,522.74	-249.2%
Reduction for Debt Excess		-\$751,491.18	(\$751,491.18)	
Abatement	\$55,588.90	\$8,186.32	(\$47,402.58)	
Advance Abatement	(\$40,411.46)	\$13,947.02	\$54,358.48	
Sub-Total for Debt Service	\$15,177.44	(\$729,357.84)	(\$744,535.28)	-4905.5%
General Fund	\$10,887,919.28	\$11,232,878.89	\$344,959.61	3.2%
Community Ed	\$1,029,705.21	\$1,054,559.11	\$24,853.90	2.4%
Debt Service	\$20,445,942.44	\$20,566,042.86	\$120,100.42	0.6%
TOTAL LEVY	\$32,363,566.93	\$32,853,480.86	\$489,913.93	1.5%

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

RESOLUTION OF INDEPENDENT SCHOOL DISTRICT NO. 709
 APPROVING THE TERMS OF OFFERING OF GENERAL OBLIGATION AID
 ANTICIPATION CERTIFICATES OF INDEBTEDNESS, SERIES 2015A,
 IN THE APPROXIMATE AMOUNT OF \$4,400,000

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

Section 1. Authority. Under and pursuant to the authority contained in Minnesota Statutes, Sections 126C.50 through 126C.56, as amended (the "Act"), and Minnesota Statutes, Chapter 475, the board of any school district may borrow money upon aid anticipation certificates in anticipation of receipt of state aid for schools as defined by Minnesota State and federal school aids to be distributed by or through the Minnesota Department of Education (the "Department").

Section 2. The Certificates. A. The School Board hereby determines that it is necessary to borrow, pursuant to the Act, upon aid anticipation certificates of indebtedness in an approximate amount of \$4,400,000 in anticipation of receipt of state aids for schools and of federal school aids to be distributed by or through the Department during the July 1, 2014 to June 30, 2015 fiscal year (the "School Aids"), which are necessary for timely payments of anticipated expenditures from the District's operating funds (the "Funds"). Such amount does not exceed 75% of the School Aids which are receivable by the District in such fiscal year as estimated by the Commissioner of the Department.

B. The School Board hereby determines that it is necessary and expedient that the District issue general obligation aid anticipation certificates of indebtedness as described in Section 2A above in a single issuance of General Obligation Aid Anticipation Certificates of Indebtedness, Series 2015A, in an approximate amount of \$4,400,000 (the "Certificates").

Section 3. Official Terms of Offering. The District's administrative staff is hereby authorized and directed to work with PMA Securities, Inc., independent financial advisor to the District, and Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel, to solicit bids and arrange for the sale of the Certificates in substantial compliance with the Notice of Sale attached hereto as Exhibit A. The bids shall be received by the Chief Financial Officer/Executive Director of Business Services or his designee until 10:00 a.m. central time on January 20, 2015, and consideration for the award of the Certificates will be by the School Board at 6:30 p.m. central time on the same date.

Section 4. Repayment of Certificates. The form, specifications and provisions for repayment of the Certificates shall be set forth in a subsequent resolution of the School Board.

Section 5. Credit Enhancement. A. The Board Chair, Superintendent or Chief Financial Officer/Executive Director of Business Services are hereby authorized and directed to

submit a Minnesota School District Credit Enhancement Program Application for Default Preclusion to the Minnesota Department of Education, as provided by Minnesota Statutes, Section 126C.55.

B. The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Certificates when due. The District further covenants to deposit with the bond registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The bond registrar for the Certificates is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Certificates, or if, on the day two (2) business days prior to the date a payment is due on the Certificates, there are insufficient funds to make that payment on deposit with the bond registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Certificates of this issue remain outstanding.

C. The District further covenants to comply with all procedures now or hereafter established by the Department of Management and Budget and the Department of Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk, Superintendent or Chief Financial Officer/Executive Director of Business Services are authorized to execute any applicable Department forms regarding such program.

Adopted: December 16, 2014.

Motion made by Member _____, seconded by Member _____, to approve Resolution #B-14-12-____, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

Clerk

Chair

M:\DOCS\05953\000060\ROL\12P6298.DOC

NOTICE OF SALE

\$4,400,000*

GENERAL OBLIGATION AID ANTICIPATION CERTIFICATES OF INDEBTEDNESS, SERIES 2015A

INDEPENDENT SCHOOL DISTRICT 709
(DULUTH), MINNESOTA

(Book-Entry Only)

NOTICE IS HEREBY GIVEN that the School Board of Independent School District No. 709 (Duluth), Minnesota (the "Issuer"), will be offering for sale General Obligation Aid Anticipation Certificates of Indebtedness, Series 2015A (the "Obligations"), according to the following terms:

TIME AND PLACE: Bids will be opened by the Chief Financial Officer/Executive Director of Business Services, or designee, on Tuesday, January 20, 2015, at 10:00 A.M., Central Time, at the offices of PMA Securities, Inc., 770 North Jefferson Street, Suite 200, Milwaukee, Wisconsin 53202. Consideration of the bids for award of the sale will be by the School Board at a meeting at the District Offices beginning Tuesday, January 20, 2015 at 6:30 P.M.

SUBMISSION OF BIDS: Bids may be:

- a) submitted to the office of PMA Securities, Inc.,
- b) faxed to PMA Securities, Inc. at (414) 225-0057,
- c) for bids submitted prior to the sale, the final price and coupon rate may be submitted to PMA Securities, Inc. by telephone at (414) 225-0099, Ext. 1507, or
- d) be submitted electronically.

Notice is hereby given that electronic bids will be received via PARITY™, (or its successor) in the manner described below, until 10:00 A.M., local time on January 20, 2015. Bids may be submitted electronically via PARITY™ pursuant to this Notice until 10:00 A.M., local time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY™ conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, potential bidders may contact PMA Securities, Inc. or i-Deal® at 1359 Broadway, 2nd floor, New York, NY 10018, telephone (212) 849-5021.

Neither the Issuer nor PMA Securities, Inc. assumes any liability if there is a malfunction of PARITY™. All bidders are advised that each bid shall be deemed to constitute a contract between the bidder and the Issuer to purchase the Obligations regardless of the manner in which the bid is submitted.

* The Issuer reserves the right to increase or decrease the principal amount of the Obligations. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

BOOK-ENTRY SYSTEM:	<p>The Obligations will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Obligations will be issued in fully registered form and one certificate, representing the aggregate principal amount of the Obligations, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), Jersey City, New Jersey, which will act as securities depository of the Obligations.</p> <p>Individual purchases of the Obligations may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. The District will appoint a qualified bond registrar, transfer agent, authenticating agent and paying agent (the “Paying Agent/Registrar”). Principal and interest are payable by the Issuer through the Paying Agent/Registrar to DTC, or its nominee as registered owner of the Obligations. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful proposal maker, as a condition of delivery of the Obligations, will be required to deposit the bond certificates with DTC. The Issuer will pay reasonable and customary charges for the services of the Paying Agent/Registrar.</p>
DATE OF ORIGINAL ISSUE OF OBLIGATIONS:	February 23, 2015
AUTHORITY/PURPOSE:	<p>The Obligations are being issued pursuant to Minnesota Statutes, Sections 126C.50 through 126C.56, as amended, and Chapter 475, as amended. The Obligations will be issued in anticipation of receipt of state aids for schools and of federal school aid to be distributed by or through the Minnesota Department of Education during the July 1, 2014 to June 30, 2015 fiscal year, which are necessary for timely payments of anticipated expenditures from the Issuer’s operating funds.</p>
INTEREST PAYMENT:	<p>June 1, 2015, to registered owners of the Obligations appearing of record in the bond register as of the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month.</p>
MATURITY DATE OF THE OBLIGATIONS:	June 1, 2015.
INTEREST RATE:	<p>The interest rate on the Obligations must be a single rate, shall not exceed 2.00%, and be in integral multiples of 1/20th or 1/8th of 1%.</p>
ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER BIDS:	<p>The Issuer reserves the right to increase or decrease the principal amount of the Obligations. Any such increase or decrease will be made in multiples of \$5,000. If the principal amount is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustment shall be made promptly after the sale and prior to award of bids by the Issuer and shall be at the sole discretion of the Issuer.</p>

The successful bidder may not withdraw or modify its bid once submitted to the Issuer for any reason, including post bond adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

REDEMPTION:

The Obligations are non-callable prior to maturity.

CUSIP NUMBERS:

If the Obligations qualify for assignment of CUSIP numbers such numbers will be printed on the Obligations, but neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Obligations in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY:

Within forty-five days after award (but expected to be on February 23, 2015) subject to approving legal opinion by Fryberger, Buchanan, Smith and Frederick, P.A., Bond Counsel. Legal opinion will be paid by the Issuer and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF BID:

Bids of not less than \$4,400,000 (100.0%) and no more than \$4,488,000 (102.0%) and accrued interest on the principal sum of \$4,400,000 must be filed with the undersigned prior to the time of sale. Bids must be unconditional except as to legality. No good faith deposit is required.

AWARD:

The Obligations will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The Issuer's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Obligations will be awarded by lot. The Issuer will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Obligations, (ii) reject all bids without cause, and (iii) reject any bid which the Issuer determines to have failed to comply with the terms herein.

**INFORMATION FROM
SUCCESSFUL BIDDER:**

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Obligations necessary to compute the yield on the Obligations pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Obligations to any underwriter or underwriting syndicate submitting a bid therefor, the Issuer agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Obligations are awarded copies of the Official Statement.

CONTINUING DISCLOSURE: The Issuer will covenant in the resolution awarding the sale of the Obligations and in a Limited Continuing Disclosure Undertaking to provide, or cause to be provided, notices of certain material events, as required by SEC Rule 15c2-12.

BANK QUALIFIED TAX-EXEMPT OBLIGATIONS The Issuer will designate the Obligations as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Issuer reserves the right to reject any and all bids, to waive informalities and to adjourn the sale.

Dated: December 16, 2014

BY ORDER OF THE SCHOOL BOARD OF ISD 709

/s/ William Hanson

Chief Financial Officer/Executive Director of Business Services

Additional information may be obtained from:
PMA Securities, Inc.
770 North Jefferson Street, Suite 200
Milwaukee, Wisconsin 53202
Telephone: (414) 225-0099, Ext. 1507

Expenditure Contracts Signed – November 2014

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

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Adam Metzger	\$800.00	OEE	Lego Robotics Class/Myers-Wilkins
Adam Long	800.00	OEE	After School Programs/Myers-Wilkins
Duluth Congregational Church	150.00	General	Family Events
Henry Banks	600.00	OEE	Contract Extension (\$2,400.00 total)
Stephan Witherspoon	600.00	OEE	Contract Extension (\$2,400.00 total)
Julia Williams	4,950.00	General	Denfeld – Site Based Communications
Robert Giuliani	2,000.00	General	Child Nutrition In-service Training
George Morrow III	2,000.00	Indian Ed	American Indian Cultural Presentations
Henry Boucha	500.00	Indian Ed	Cultural Presentation
John Morrow	2,000.00	Indian Ed	Singing/Drumming/Arts Student Activities
Thomas Yellowman	500.00	Indian Ed	Culturally Based After School Activities
Matrix Soils and Systems	720.00	Facilities	Lakewood Septic Testing

Myers-Wilkins School
1027 N. 8th Ave. E. * Duluth, MN 55805 *
218-336-8860

1. Contractor Information

Name: Adam Metzger
Address: 1906 East 6th St
Phone: 218-348-1821
Email: adam.metzger@gmail.com
SSN#: ~~XXXXXXXXXX~~
Birthdate: 01/03/82

1. Date of Services

Start Date: October 6 End Date: December 11

2. Description of Services

Lego Robotics classes during after school programming on Tuesdays and Thursdays from 2:30 until 5:00..

1. Payment

The contractor shall be paid \$800.00 for services rendered.
Payment will be after the completion of all of the classes

1. Personnel Policies

All contractors shall adhere to the responsibilities outlined in in the *Responsibilities of After-School Instructors* Information Sheet. It is the contractor's responsibility to attend an Instructor/Volunteer Orientation Session and become familiar with all orientation materials including Mandatory Reporting at least annually. All instructors and volunteers will have an annual criminal background check.

I, the undersigned, acknowledge that I Have read and understand the above information, that I have received a copy of the Myers-Wilkins School's Personnel Policies and *Responsibilities of After-School Instructors* and that I am responsible for conducting myself in accordance with these policies.

Contractor: Adam Metzger ^{OK}
Principal: Sheryl Johnson

Date: 11/11/14
Date: 11/17/14

Myers-Wilkins School
1027 N. 8th Ave. E. * Duluth, MN 55805 *
218-336-8860

1. Contractor Information

Name: Adam Long

Address: 106 S. 30th Ave. E. Duluth, MN 55812

Phone: (218) 464-7937

Email: parkeralong@yahoo.com

SSN#: [REDACTED]

Birthdate: 06-26-1981

1. Date of Services

Start Date: October 6 End Date: December 11

2. Description of Services

Science, Technology, Engineering and Math classes during after school programming on Tuesdays and Thursdays from 2:30 until 5:00..

1. Payment

The contractor shall be paid \$800.00 for services rendered.
Payment will be after the completion of all of the classes

1. Personnel Policies

All contractors shall adhere to the responsibilities outlined in in the *Responsibilities of After-School Instructors* Information Sheet. It is the contractor's responsibility to attend an Instructor/Volunteer Orientation Session and become familiar with all orientation materials including Mandatory Reporting at least annually. All instructors and volunteers will have an annual criminal background check.

I, the undersigned, acknowledge that I Have read and understand the above information, that I have received a copy of the Myers-Wilkins School's Personnel Policies and *Responsibilities of After-School Instructors* and that I am responsible for conducting myself in accordance with these policies.

Contractor: [Signature]
Principal: [Signature]

Date: 10/11/14

Date: 11/17/14

**DULUTH CONGREGATION CHURCH AND GROUNDS
USE POLICIES AND FEE SCHEDULE**

MEMBERS:

When members of Duluth Congregational Church use the building for family events there will be NO fees assessed for use of any part of the building. Members ARE required to clear requested use of the building with the master calendar by discussion with the Office Administrator. Donations for use of the facility are appreciated. Members will be charged for the costs of custodial services related to set up and clean up (return to original condition) of that part of the building utilized.

NON MEMBERS:

Request for building use must begin by identifying possible dates as clear on the master calendar by discussion with Office Administrator and completion of a form provided by the church indicating intended use, dates, etc. A \$100 deposit will secure the reservation and is NOT refundable. These reservations must be made through the church office, 218-525-1911. All deposits apply directly to fee assessments and payment in full is expected one week prior to the event. All payment is to be made payable to Duluth Congregational Church and mailed to the Church at 3833 East Superior Street, Duluth, MN 55804.

Church entry and closure will be determined with the individual making arrangements for Church use.

Alcohol service/use is permitted by a licensed catering service only. Proof of licensure must be provided.

For weddings, Pastor and organist/pianist will set their own fees in advance with the couple or their spokesperson.

FOR THE USE OF:

Sanctuary (seats +250) (for major events this includes limited use of other building areas such as Wilcox Hall and the Lounge for dressing room and bathroom facilities)	\$300	\$150 ⁰⁰
Wilcox Hall (groups of 50 or more)	250	
Wilcox Hall (groups smaller than 50)	150	/
Sanctuary and Wilcox Hall (major event)	500	
Sanctuary and Lounge	400	
Lounge (groups of 15 or less and using the lounge kitchen)	35	
Kitchen (for catered events)	150	

Kitchen rental is limited to licensed caterers, for which all supplies including dishes, cups and utensils are provided by the caterer. Kitchen appliances are for use by members only, with the pre-arranged exception of the coffee/tea machine. There is no separate charge for use of the coffee/tea machine if the kitchen has been rented. Coffee and tea are not provided.

COMMUNITY NON PROFIT GROUPS:

Use of the building is encouraged by non profit or community groups. Again, all requests must be cleared with the Office Administrator in consultation with the master calendar. For non profits, usage fees may be waived, but a minimum donation of \$25 is requested to offset costs of opening/closing the building, custodial services, utilities, etc. Donations by ad hoc community groups is appreciated to cover the costs of opening/closing the building, custodial services, utilities, etc.

ONGOING BUILDING USE:

Ongoing use of the building is welcomed with permission granted by the Church Council. Requests for ongoing use are to be made by using the form provided by the Church and addressed to the Church Council. Charges, conditions, and appropriate use will be negotiated by the Church Council or by the Church Moderator. The Church will make every effort to respond in a timely manner. Entry and closure arrangements will be made on an individual basis.

-All use of the building must be authorized by the Church Council or if not available in a timely manner, by one of the Church Officers (Moderator, Vice Moderator, Treasurer or Clerk).

PARKING LOT USE:

Requests must be cleared with the Church Calendar by calling the Office Administrator at 218-525-1911. Only the front lot is available for rent. The space behind the church is not rented. Payment should be sent to Duluth Congregational Church, 3833 East Superior Street, Duluth, MN 55804. Space may be limited based on church usage for the day requested. Insurance, as required by the building's carrier must be provided prior to use.

All cars parked without authorization by the Office Administrator will be towed.

Lot use charge:

Employee only parking by Northland Country Club: \$25/per day

Public Parking by Northland or others: \$100 per day

MISCELLANEOUS:

-The Church reserves the right to terminate use by any group with or without cause.

-All parties using the church are expected to clean up after each use leaving the premises as found. Trash and recyclables should be placed in appropriate receptacles as provided by the church and tables and counters should be wiped clean.

-Members and non-members who wish the involvement of the Pastor or the Music Director/Organist must arrange compensation with them directly. All use of music for special occasions requires prior approval by the Music Director and/or the Pastor.
 -The Moderator has the right to negotiate fees which differ from the above if specific circumstances require such.

-Those using the parking lot are expected to treat the lot and grounds with respect.

APPROVED BY CHURCH COUNCIL 5-26-2009

Names of Organization /Individual Using Church and/or Grounds

DULUTH EAST HIGH SCHOOL CHORALAIRES / JEROME UPTON, DIRECTOR

Address 301 N. 40th AVE

Phone # (218) 336-8845 x2311 Cell Phone # _____

E-mail Address JEROME.UPTON@isd709.org

Person Responsible:

Name JEROME UPTON

Phone # day SAME evening _____

Cell Phone # (218) E-Mail SAME

Is this a non-profit organization(501c3)? Yes No

Describe purpose for use request including number of participants:

18 students - CAROLS CONCERT
ANTICIPATE 150 IN ATTENDANCE

Date(s) Requested: 12/23/14

If ongoing use, indicated schedule, e.g. 4th Monday of each month

Time(s) of Use: 4:00 p.m. - students 7:00 - CONCERT

Space Required: circle space(s) required: Sanctuary, Lounge, Wilcox Hall (downstairs), Kitchen (catered events only), Sunday school classrooms, Parking (front lots only),

Other- list 1 (one)

Describe any special requirements: _____

RELEASE AND INDEMNITY AGREEMENT

This Release and Indemnity Agreement is between the organization or individual named above and Duluth Congregational Church (for the use of the property described above for meeting and other activities.)

NOW, THEREFORE in consideration of the Duluth Congregational Church permitted the organization or individual (s) to use the property described herein, the organization or individuals(s) agree(s) as follows:

- 1. Organization or individuals(s) hereby indemnify, hold harmless, releases, and discharges Duluth Congregational Church's administrator, directors, agents, officers, members, volunteers, and/or employees, from any and all liability, claims, demands, losses or damages arising out of the use of the property.
- 2. Organization or individuals(s) hereby agree to abide by the rules put forth in this document.

Acceptance of Responsibility

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity.

I/We will remove all signs posted by my/our group after the meeting has ended.

I/We further agree that the church property will be used in accordance with any Rules and Regulations of the congregation we are given.

I/We hereby consent to the Release and Indemnity Agreement.

Certification of Insurance may be required. Non-Church groups may be required to provide certificates of insurance naming Duluth Congregational Church as additional insured. If required, a certificate must be turned in to the church office at least one week before the first use.

Name of Organization or Individual: ISD 709 - DULUTH PUBLIC SCHOOLS

Signature of Responsible Party: WCHanson

Print Name/Title: Bill HANSON / CFO

Date: 11/20/14

APPROVED BY CHURCH COUNCIL 1/11/2010

Date: November 17, 2014

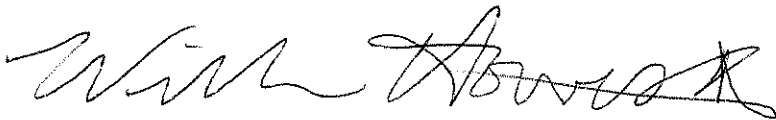
To: Bill Hanson - Director of Business Services

From: William Howes
Coordinator - Office of Education Equity

Subject: **Amendment to Contractor Agreement with Henry Banks**

Refer to *Henry Banks Agreement of October 2, 2014*

We are requesting to increase the "not to exceed" amount within the existing contract from \$1,800.00 to \$2,400.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract.



William Howes
Coordinator - Office of Education Equity

WCHanson
11/20/14

Date: November 17, 2014

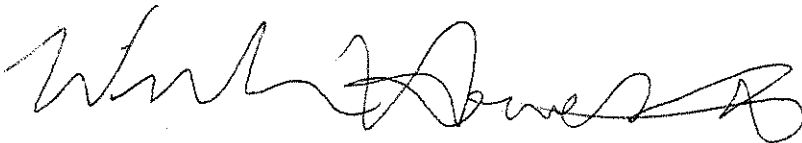
To: Bill Hanson - Director of Business Services

From: William Howes
Coordinator - Office of Education Equity

Subject: **Amendment to Contractor Agreement with Stephan Witherspoon**

Refer to *Stephan Witherspoon Agreement of October 2, 2014*

We are requesting to increase the "not to exceed" amount within the existing contract from \$1,800.00 to \$2,400.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract.



William Howes
Coordinator - Office of Education Equity

WCHanson
11/20/14

AGREEMENT

THIS AGREEMENT, made and entered into this first week of August, by and between ISD 709, Duluth Public Schools, a public corporation, hereinafter called District, and Julia M Williams, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 1, 2014, and shall remain in effect until July 1 2015, 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 \$4950.00. 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.*
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a quarterly basis, using either the District Invoice 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 Duluth Public Schools. 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 230 West Sixth Street, Duluth, MN 55806

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.

Duluth Public Schools

CONTRACTOR


Chair

Julia M Williams, Ph.D.
Name

Clerk

Independent Contractor October 27, 2014
Title Date

Program Director


Taxpayer Identification Number

Director of Budget and Finance

10 27 2014
Date

Addendum to Contract for Services

Description of services

To be provided by independent contractor Julia M Williams, PhD
 For ISD #709 – Duluth Denfeld High School for the academic year 2014-15

Facilitation of transition for Denfeld site based communications to complete:

- Establishment and adoption of revision of norms and by-laws for site decision-making and communications as per district
- Creation and communication of data-informed site goals and documentation of implementation plans and updates to improvement plans and grant reports
- Establishment of protocol for meetings and agendas for multiple leadership committees, support committees, and initiatives
- Advisory for staff/faculty/administrative collaboration
- Monitoring and adjustment processes for combined improvement initiatives
- Consultation for continuous improvement opportunities and funding opportunities
- Creation and facilitation for agendas for Denfeld Advisory
- Work with goals for Professional Learning Communities and subject specific groups

Preparation and facilitation of processes to complete tasks

10 – Half-day sessions @ \$495

\$4,950.00 total

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Robert Giuliani, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 1, 2014, and shall remain in effect until June 30, 2015, 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 Child Nutrition In-service trainings at \$200.00 per session. Dates and times to be determined.

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

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by 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, or to seek other damages.

7. **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.

8. **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.

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 Child Nutrition, Pamela Bowe, 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, 519 North 27th Ave West, Duluth MN 55806.

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

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

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

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

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. **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>
Pamela Bowe	Director of Child Nutrition

19. **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.

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




By


Clerk



Title



Program Director



Taxpayer Identification Number



Director of Business Service

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October by and between Independent School District #709, a public corporation, hereinafter called District, and George Morrow III, 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 October, 2014 and shall remain in effect until June 30, 2015, 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.** Mr. Morrow will be providing American Indian Cultural presentations and arts and crafts instruction. Fee for Cultural presentation will be \$50.00 per session . Fee for Cultural arts and crafts instruction will be \$40.00 per hour.
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 \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

7. **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 Edye Howes, 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 12715 Daycare Dr Hayward WI 54843

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:

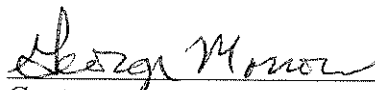
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR


Contractor

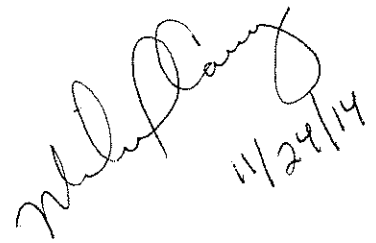

SSN/Tax ID #

Date 10-27-14


Program Director

11-17-14
Date


Director of Business Service


11/24/14

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November by and between Independent School District #709, a public corporation, hereinafter called District, and Henry Boucha, 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 11/12/14 and shall remain in effect until June 30, 2015, 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.** Henry Boucha will be presenting to Denfeld HS (11/14/14) students on his personal and cultural history as well as motivational content. He will educate students on skills and attributes necessary for success. Henry will be paid his \$500.00 presentation fee.
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 \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

7. **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 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

11070 Cedar Hills Blvd, Suite 229
MINNETONKA, MN 55305

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.

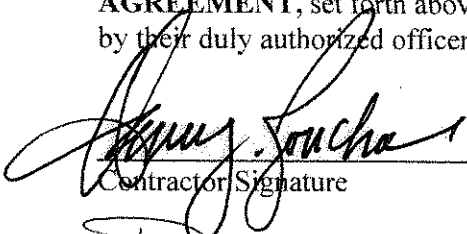
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

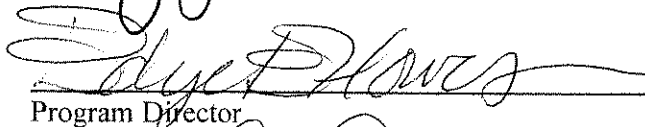
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

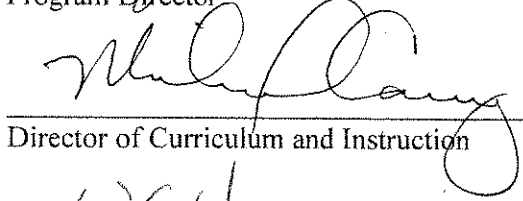

Contractor Signature


SSN/ Tax Identification Number

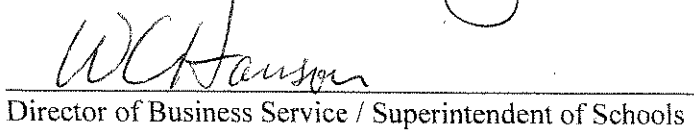
11/4/14
Date


Program Director

11/12/14
Date


Director of Curriculum and Instruction

11/24/14
Date


Director of Business Service / Superintendent of Schools

11/24/14
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November by and between Independent School District #709, a public corporation, hereinafter called District, and John Morrow, 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 11/12/14 and shall remain in effect until June 30, 2015, 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.** Mr. Morrow will be on contract to provide culturally based activities, singing, and drumming for DPS students through the American Indian Education Department programs. Fee for Cultural presentation will be \$50.00 per session. Fee for singing/drumming and cultural arts and crafts instruction will be \$40.00 per hour.
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 \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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 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 John Morrow PO Box 132 Sawyer MN 55780 (715)-558-2252

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.

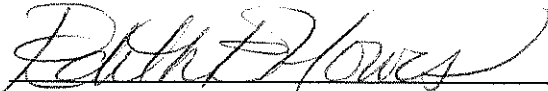
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

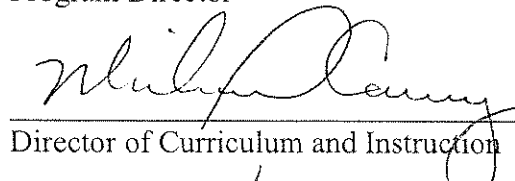

Contractor Signature


SSN/ Tax Identification Number

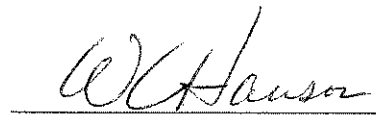
11-12/14
Date


Program Director

11/17/14
Date


Director of Curriculum and Instruction

11/24/14
Date


Director of Business Service / Superintendent of Schools

11/24/14
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of Nov, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Yellowman, 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 11 NOV 2014, and shall remain in effect until JUNE 30, 2015 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) *See attached*

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 \$ 500.00. 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 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 (contractor's name, mailing address including Zip Code and phone number)

THOMAS YELLOWMAN (218) 409-5783
2228 W. 2ND ST. #2 DULUTH MN 55806

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

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

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

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

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

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

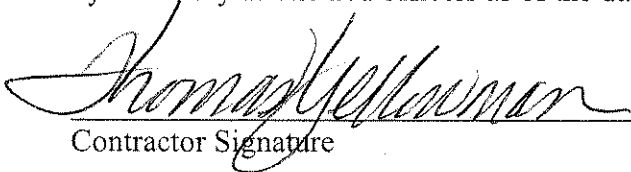

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

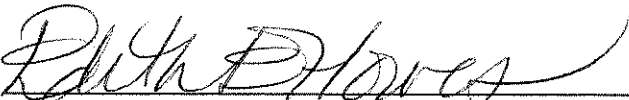
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


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


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

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

		11-11-2014
Contractor Signature	SSN/ Tax Identification Number	Date

	11/17/14
Program Director	Date

	11/24/14
Director of Curriculum and Instruction	Date

	11/24/14
Director of Business Service / Superintendent of Schools	Date

Thomas Yellowman will be providing culturally based activities for Duluth Public Schools students through the American Indian Education department programs. Fee for Cultural presentation will be \$50.00 a session or \$40.00 an hour for teaching skills.

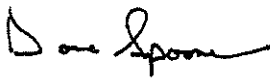


FACILITIES MANAGEMENT
Independent School District No. 709

Located at 730 E. Central Entrance
Mailing Address: 215 North 1st Avenue East
Duluth, Minnesota 55802
Construction Management (218) 336-8907
Maintenance (218) 336-8906
Operations (218) 336-8905
Fax (218) 336-8909

Memorandum

To: Kerry Leider
Bill Hanson

From: Dave Spooner 

Date: November 10, 2014

Re: Matrix Soils and Systems, Inc. Proposal for Lakewood School

Attached please find the proposal submitted at the District's request to perform the county required 5 year inspection of the Lakewood Elementary septic system.

This test is required every 5 years to allow us to remain compliant with St Louis County and keep up to date with our operating permit. The total cost is expected to be \$720.00

Our septic system is not up to code, but if it is found to be operating correctly we will not be required to perform any work.

Please sign where indicated if in agreement. I am available for additional questions if required.

Thank you.

AGREEMENT FOR SUBSURFACE SEWAGE TREATMENT SYSTEM SERVICES: Operation & Maintenance

Client (name and address): Duluth Public Schools, ISD 709
% Dave Spooner, Supervisor Maintenance & Construction
Duluth Public Schools, 215 N. 1st Ave. E., Duluth, MN 55802

Owner (name): Duluth Public Schools, ISD 709

Location of Work: Lakewood Elementary, 5207 N. Tischer Rd., Duluth, MN

Legal Description of Property: Part of the Southeast ¼ of the Northeast ¼ of Section 20, T51N, R13W, Lakewood Twp., St. Louis Co.

Property Parcel Code: 415-0010-05525, 05520, & 05530

Consultant: MATRIX Soils & Systems, Inc., 3990 Fairview Road, Duluth, Minnesota 55803-2708

Work to Be Performed According to: Operation and maintenance (O & M) evaluation and services for subsurface sewage treatment systems (SSTS) in compliance with Minnesota Pollution Control Agency (MPCA) rules or other residential and commercial services as set forth below.

Description of SSTS Work to Be Performed by Consultant (check all that apply):

- Initial site visit for commercial systems: Includes initial site review, gathering system documentation, and bid preparation for system operation and maintenance evaluation.
- Operation and maintenance evaluation for operating permit renewal: Residential.
- Operation and maintenance evaluation for operating permit renewal: Commercial.
- Operation and maintenance evaluation for non-operating permit system
- Operation and maintenance – basic residential plan: Provide operation and maintenance services during the operating period including O & M evaluation at end of the period, site review, meter reading, and filter or screen cleaning. (System repairs or required upgrades are not included.)
- Operation and maintenance – commercial plan: Provide operation and maintenance services during the operating period including O & M evaluation at end of the period, required site review(s), meter reading(s), filter or screen cleaning, and non-problem diagnosis. (System repairs or required upgrades are not included.)

Payment. Client agrees to pay Consultant for the services to be provided under this Agreement in accordance with the fees shown on the attached Schedule A. In the event that the scope of the work differs from that listed above, Client shall pay for such additional work upon receipt of an invoice from Consultant. Consultant agrees to make a reasonable effort to advise Client of additional work that is necessary, provided that Consultant shall not be required, if Client is not immediately available, to advise client of additional charges of less than \$250.00 that Consultant intends to carry out, since same are in the best interests of Client and are the most economical and expedient way to accomplish the additional work.

Time for Payment.

- A. Initial site visit for commercial systems and O & M evaluations for residential and commercial systems require full payment of fees to Consultant by Client upon Agreement execution.
- B. Ongoing O & M may be paid to Consultant by Client in full at the advanced payment rate or in installments during the operating period as set forth in schedule A, which is attached.
- C. Consultant may withhold its reports and/or evaluations pending final payment by Client.
- D. All sums not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, commencing thirty days after the due date.

Time for Performance of Services. Work will be commenced on or before: November 10th, 2014.

Status of Consultant. This Agreement calls for the performance of the services of the Consultant as an independent contractor and Consultant will not be considered an employee of the Client for any purpose.

Standard of Practice. Consultant shall perform services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions.

Information Provided. Client shall provide Consultant with all system documentation including copies of the system design worksheets, copy original certificate of authorization to use operating permit system, and copies of all original system design drawings, and final as built drawings. Prior to initiation of work, Client shall provide Consultant with all contact information including daytime telephone number(s).

Indemnification. Client agrees to hold Consultant and its employees harmless and to defend and indemnify Consultant and its employees from and against any and all claims, demands, losses, or costs (including but not limited to, reasonable attorney's fees) arising out of any claims related to Consultant's O & M evaluation(s), or ongoing services.

Limitation of Liability. The relative risks and benefits to both the Client and Consultant arising from the services provided under this Agreement have been allocated such that the Client agrees, the fullest extent of permitted by law, to limit the total aggregate liability, of Consultant to the Client and/or others, from all claims, losses, costs, and/or damages of any nature whatsoever to the total fee paid by the Client.

Ownership of Documents. All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain the property of Consultant. Documents submitted to or on behalf of Client may be used by Client for the project and purpose(s) intended only. Use of documents or portions thereof by Client or others for any other project or purpose without the prior written consent of Consultant is prohibited and any such use shall be paid for by Client as if it was a separate service, separately ordered or a separate system at the full retail price of the work purchased by Client hereunder. No such use of document(s) or portion thereof for any other project or purpose even if consented to and/or paid for shall invoke any warranty or responsibility on Consultant, unless otherwise specifically agreed to in writing.

No Warranty. O & M evaluation(s) prepared by Consultant will be based upon a visual inspection and interpretation of SSTS system by Consultant, and upon certain information disclosed by Client on

which Consultant has relied. Consultant's evaluation is limited to the day Consultant views the system. Consultant's evaluation and associated documentation are not intended to be a warranty or guarantee of the future adequacy or performance and should not be relied upon as such. Consultant shall not be liable for any changes to the site or system by others; nor for any installation or construction related problems, or other matters arising after the day of evaluation.

Waiver or Modification Ineffective Unless in Writing. No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by Client and a duly authorized representative of Consultant.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, as the case may be, of Client and Consultant, provided, however, that no assignee shall be entitled to rely on any evaluation prepared by Consultant, without the prior written consent of Consultant.

Severability. Provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in this Agreement.

Attorney Fees. If either party is compelled to take legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover costs and expenses incurred in connection with such legal action, including reasonable attorney's fees and expenses.

Termination of Services. This agreement may be terminated at any time by the Consultant or Client should either fail to perform their obligations as described in this document. In the event of termination, Client shall pay Consultant for all services rendered and all reimbursable expenses incurred prior to the date of termination. In the event that Client terminates without cause, which Client may do so on thirty (30) days written notice, Client shall be responsible for all services rendered and reimbursable expenses incurred prior to the date of termination and, in addition, shall pay Consultant fifty percent (50%) of the amount that would be due in the future under the agreement, and Consultant shall have no further duties or responsibilities. This is intended as a liquidated damage clause due to the difficulty of estimating the loss in the event of a without cause termination by Client.

Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

Consultant:

Client:

MATRIX Soils & Systems, Inc.

Duluth Public Schools, ISD 709

By 



Its **President and Service Provider**

Date November 6, 2014

Date 11/10/14

Schedule A

The following indicated and initialed fees shall become part of the Agreement and paid by Client.

- Conduct initial site review and bid preparation for commercial systems:
\$170.00 ✓
- Conduct system O&M evaluation for residential operating permit system:
\$330.00 _____
- Conduct system O&M evaluation for residential non-operating permit system:
\$225.00 _____
- For residential system, conduct one (1) year of system and flow monitoring and filter cleaning, one O & M evaluation, call service; and any non-repair maintenance, which does not include tank pumping:
\$135.00 _____
- Conduct system O&M evaluation for commercial system:
\$550.00 ✓
- For commercial system, conduct _____ year of semi-annual system, flow, and effluent monitoring and filter cleaning; one O & M evaluation; call service; and any non-repair maintenance, which does not include tank pumping: **\$1,275.00** _____
- Charge for additional unscheduled site visits (invoiced per visit):
\$85.00/hour + \$0.85/mile (\$170.00 minimum) ✓

All costs for county permit fees, system pumping, or improvements or repairs required to maintain compliant system operation shall be responsibility of the Client.

Client Initials WCH

All separate trips by Consultant for diagnosis of system conditions or problems not specifically covered by this contract shall be paid by the Client as an additional cost.

Client Initials WCH

Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: November 17, 2014

Re: John Beargrease Sled Dog Marathon Lease Agreement

Attached please find two (2) copies of the Lease Agreement between the John Beargrease Sled Dog Marathon and ISD 709 covering the period from January 24 – January 25 2015. The total rental fee for use of the facility located at 301 North 40th Avenue East is \$700.00.

I am recommending approval of the Lease Agreement with the John Beargrease Sled Dog Marathon to conduct the pre-race set up activities and race start for the sled dog marathon competition. After review and if you concur, please sign both copies and return them to the Facilities Management office for processing.

Attachments

**LEASE BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA
and
THE JOHN BEARGREASE SLED DOG MARATHON**

THIS INDENTURE OF LEASE, made and entered into this 24th day of September, 2014, by and between **Independent School District #709**, a public corporation, party of the First Part, hereinafter called Lessor, and **The John Beargrease Sled Dog Marathon**, a private nonprofit corporation created and existing under the laws of the State of Minnesota, 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:

The facility located at 301 North 40th Avenue East, designated as the "East High School Lots and Drives and the Lower Storeroom Portion of the Ordean Stadium Concessions Building", as shown on Exhibit A, of the Duluth Public Schools, and sidewalks, alleys, easements, rights and appurtenances in connection with the " Ordean Stadium and Portion of the Stadium Concessions Building " of the Duluth Public Schools or belonging thereto, all being collectively referred to as the demised premises. The Lease does not include the school building or playing field or track areas.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, on January 24th and January 25th, 2015 during the hours of 4:30 p.m. on the 24th until 6:00 p.m. on the 25th except where otherwise indicated in this Agreement, with the following terms and conditions and covenants, to-wit:

General Use of Premises – The Lessee will use and occupy said premises to conduct Pre-Race Setup Activities and Race Start of Sled Dog Marathon Competition 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, regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises. On the breach of any provision hereof by Lessee, Lessor may at his option terminate this lease forthwith and re-enter and repossess the demised premises.

Exclusive Use – Parking Lots and Drives and baseball PA systems - Use does not include concession stand or restroom facilities – On the dates and during the times listed above the Lessee shall have exclusive use of the parking lots and driveways as shown on exhibit A attached hereto, for starting line and associated activities relating to the sled dog marathon competition. The Lessee agrees the Lessor shall have the right of access to all areas of the site and buildings at all times for the purpose of inspection.

Ordean Stadium and Concession Building – John Beargrease Sled Dog Marathon Lease

Non-exclusive Use - Parking Lots – On the dates and during the times listed above the Lessee and its patrons will be allowed use of the parking lots in conjunction with other users authorized by the Lessor.

Rent – The Lessee agrees to pay to the Lessor in lawful money of the United States, a net rent as follows: For the entire period of the lease terms, commencing on January 24th, 2015, and ending on January 25th, 2015, the sum of Seven Hundred Dollars (\$700) payable in one installment on or before January 16th 2015. All amounts paid by the Lessee under this agreement shall be delivered or mailed to Duluth Public Schools Accounts Payable at 215 North 1st Avenue East, Duluth MN 55802.

Concessions – The Lessee shall have the non-exclusive right to provide food and souvenir concessions on the grounds of the leased premises. The Lessor or its designated student activities or booster groups, shall have the right to operate concession stands on or about the school grounds, in the school building or stadium concession stand. Food items to be sold by the Lessee require the approval of the St. Louis County Health Department and the Lessor. Vending of certain items may be refused due to their impact on refuse, cleaning and sanitization.

Intoxicating and Non-intoxicating Malt Beverages – The sale and / or consumption of intoxicating beverages and non-intoxicating malt beverages is prohibited on School District property. On the dates and during the times listed above the Lessee shall police and enforce the prohibited consumption of intoxicating beverages and non-intoxicating malt beverages.

Use of Smoking and Tobacco Products Prohibited – The sale and / or use of smoking and tobacco products is prohibited on School District property. On the dates and during the times listed above the Lessee shall police and enforce the prohibited sale and use of tobacco products.

Gate and Advertising Revenues – The Lessee Shall be entitled to 100% of the gate receipts charged or donated at the leased property and start of competition held on the dates and during the times subject to this agreement. Lessee shall be entitled to all revenues generated by the sale of advertising displayed or temporarily attached to the premises. All signs, other advertising fixtures, and their content are subject to the review and acceptance of the Lessor. All advertising signs or other displays authorized by the Lessor must be removed at the end of the event date.

Media – The Lessee shall have the right to control all broadcast rights to the Lessees operations and competition held on the date and times listed in this agreement, and shall have the right to retain all of any income derived by it as a result of said broadcast.

Public Announcement and Time Keeping Equipment – The Lessee will provide their own officials equipment including but not limited to public announcement, broadcast, and timekeeping equipment, and provide electric power supply as necessary for the operation of said equipment; except that the Lessee shall have access to the press box PA system if it so chooses to use it. For any purpose other than starting line PA system, no power cords shall be run from the School, Stadium Press Box, Concessions or any other Building without the specific permission of the Lessor.

Ordean Stadium and Concession Building – John Beargrease Sled Dog Marathon Lease

Site Security and Damage Control – The Lessee will supply, at the Lessee's sole expense, a uniformed Duluth Police Officer to be present on site during the event. In addition to the required uniformed police officer, the Lessee is responsible for providing security and supervision personnel necessary to prevent damage to the demised premises due to the intentional or unintentional action of the Lessee, competitors, vendors, and or patrons and guests attending the events.

Crowd Control and Other Personal Injury Prevention – The Lessee shall provide, at the Lessee's sole expense, security personnel required to maintain crowd control, prevent illegal behavior and to prevent personal injury that may result from the behavior or actions of the competitors and their support crews, the audience, and the employees of the Lessee and others who may be present at the event.

Site Manager and Site Inspectors – The Lessor shall have the right to assign and identify a site manager who shall have the unrestricted access to all areas of the demised premises to monitor the Lessee's activities and use of the facilities. The site manager may identify activity or actions that are causing or may cause damage to the demised premises. The site manager shall have the right to demand the Lessee take appropriate corrective action to prevent or stop damage from occurring. The Lessee's failure to appropriately respond to demands made by the site manager shall constitute a breach, and may result in the immediate termination of this agreement. The Lessor shall provide the Lessee with a list of other employees and agent's names who must be allowed free access to the demised premises during the dates and times identified in this agreement.

Assignment and Subletting – Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession rights or license to use the premises or any part thereof. 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.

Alteration of Property – No alteration, addition, or improvement to the leased property, that cannot be removed or immediately repaired prior to the end of the lease term, shall be made by the Lessee without the written consent of the Lessor

Right to Enter – The Lessor shall have reasonable right to enter into demised premises for examining or to make any needful repairs or alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with Lessee's use of the premises or the conducting of the Lessee's business therein. That nothing herein shall be construed to require the Lessor to make repairs, and the Lessor shall not be liable to the Lessee, or any other person or persons, for failure or delay in making said repairs, or for damage or injury to person or property caused in or by the making of such repairs, or the doing of such work.

Utilities – The Lessor shall be responsible for paying the cost of all utilities associated with the use of the Press Box. Lessee agrees to indemnify, defend and save harmless the Lessor from any and all claims, demands, actions, causes of action or damages arising from the temporary loss of electrical power or failure of other utilities that results in the damage or loss of gate receipts due to the failure of electric power.

Restroom Facilities – The Lessee shall be responsible for providing adequate numbers of temporary restroom facilities to be placed on the leased premises for the use by race participants, support personnel, workers, volunteers and race event spectators. The Lessee or its contracted provider of these temporary restroom facilities shall be responsible for the cleaning, sanitation, and stocking paper products and hand sanitizers during the entire time of their use or until they are removed from the leased premises. The location of the temporary restrooms shall be reviewed and agreed by the Lessor prior to their placement on the premises. The temporary restroom facilities shall be removed before 5:30 pm on the 25th of January 2015.

Insurance and Indemnification – The Lessee hereby agrees to indemnify, defend and save harmless the Lessor and its officers, agents, servants and employees from any and all claims, demands, actions, causes of action or damages arising from the Lessee's use and occupation of the property and its operations conducted thereon. At all times during this agreement, the Lessee shall maintain and keep in force, at the Lessee's sole expense, a public liability insurance policy in the amount of at least One Million Five Hundred Thousand Dollars (\$1,500,000). Such policy shall be in the form of a "Comprehensive General Liability" policy or such other form as may be approved by the Lessor. It shall be written by a company licensed to do business in the State of Minnesota and shall name the Lessor as an additional insured. The Lessee shall furnish to the Lessor a certified copy of said policy including an endorsement naming the Lessor as an additional insured, or a certificate of insurance: provided, however, in the event that a certificate of insurance is provided, the words "endeavor to" shall be stricken from the notice provisions thereof and said certificate shall require thirty (30) days notice to the Lessor prior to termination. Insurance shall be subject to the approval of Lessor for the limits and the adequacy of protection. Lessor will provide 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 insured portions of the demised premises by fire or other casualty. 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, unless the insurer prohibits such waiver. The policy of insurance shall include coverage for damage to Lessor's property both pursuant to this contract and damage to Lessor's property due to reasons not specified in this contract.

Snow Placement On Driveways – The Lessor shall be responsible for the placement of snow acquired from the site that is readily available and suitable for use as the initial start of the race taking place on paved surfaces and sidewalks. The Lessor will attempt to locate approximately 6"-12" of snow onto the paved surface approximately 14 feet wide and the length and area as shown on the attached Exhibit A. The Lessee shall be responsible for confirming the suitability of the snow placed by the Lessor for the purposes of the race. The lessor shall not be held responsible for the suitability or condition of the snow placed for this purpose, and the Lessee agrees to hold the Lessor harmless from any and all claims made that related to the snow condition or its placement. The Lessee will be considered to have accepted the conditions of the placed snow once it allows the race to begin and racers and dogs to travel over this placed material. Following the completion of the final competitor start and after 6:30 pm on January 25th the Lessor shall accept responsibility for the placed snow and its removal from the driving surfaces and sidewalks along Greyhound Drive.

Facility Clean Up – The Lessee shall be responsible for the removal and disposal of all refuse, including but not limited to concessions containers, race pamphlets, spectator generated refuse, and straw bedding, sled dog generated material left on the grounds drives and parking areas. Lessee shall be responsible for the removal of all food and food container waste, packaging materials, and refuse and temporary restroom facilities. The cleanup of the site shall be complete before 6:00 pm on the 25th of January 2015.

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.


Breach – Failure of the Lessee to make lease payment by the date indicated in the Rent Section of this Agreement constitutes a breach. The Lessor may, without waiving its rights to other available remedies, refuse the Lessee’s entry and access to the premises because of the Lessee’s breach of any terms of this agreement.

Cancellation – This lease may be canceled and terminated by the Lessor for any reason at its sole discretion by giving a written notice to the Lessee of the Lessor’s intent to terminate 10 days prior to the date of the intended termination, by sending the required notice to the Lessee at the address specified in this lease, or by personal delivery.

Notices – Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purpose to mail such notice by e-mail sent to Jason Rice, President; Suzanne Avello, Treasurer at Jason Rice [jrice2005@hotmail.com] and Suzanne Avello [szavello@gmail.com], 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 such notice to the Lessor addressed to: **Kerry Leider, Independent School District #709, 215 North First Avenue East, Duluth, Minnesota 55802**, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

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

INDEPENDENT SCHOOL DISTRICT NO. 709
Lessor


William Hanson, Dir. of Business Services

JOHN BEARGREASE SLED DOG MARATHON
Lessee


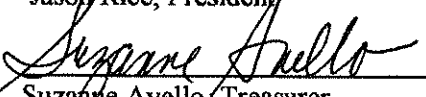
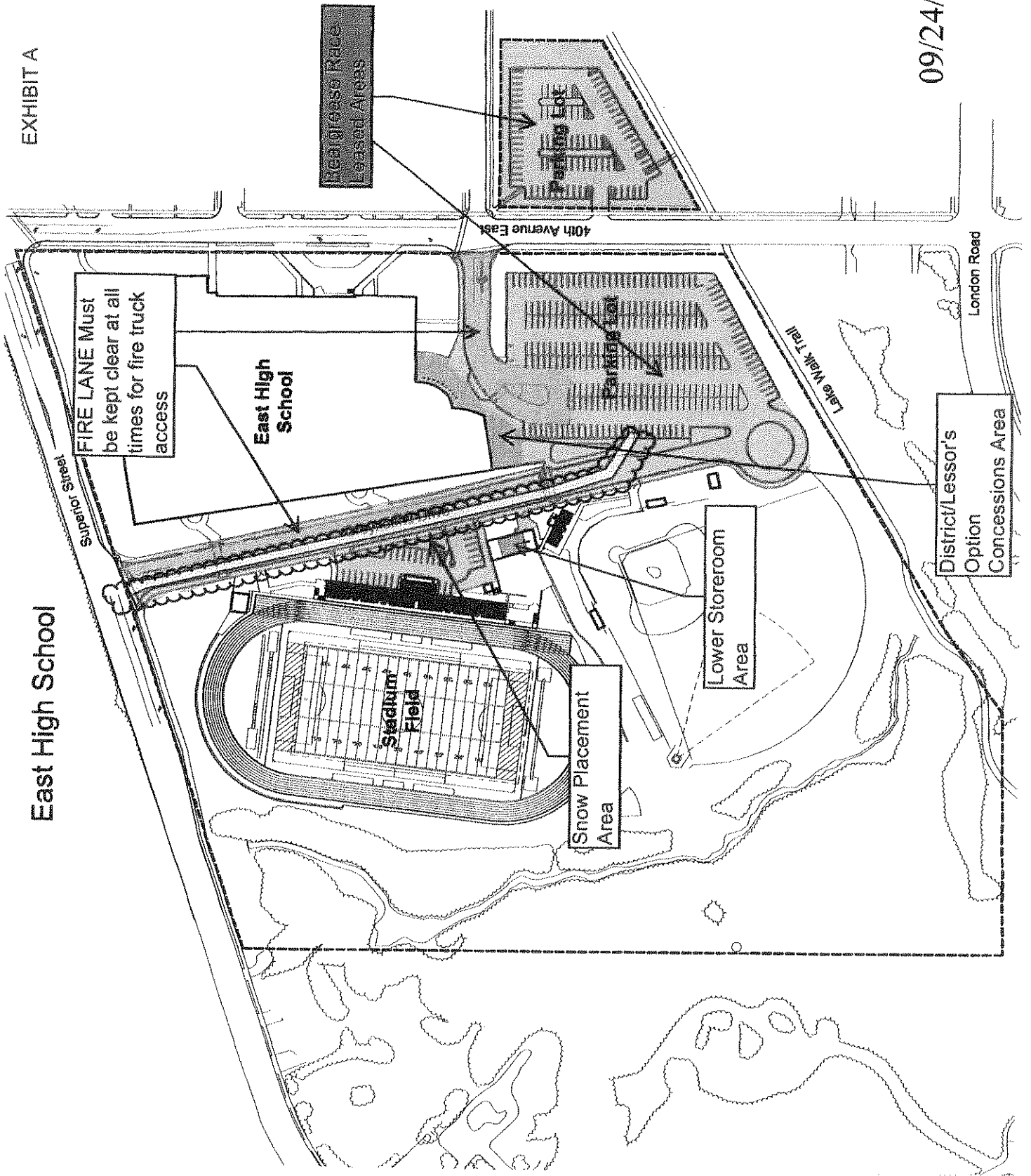

Jason Rice, President

Suzanne Avello, Treasurer

EXHIBIT A

09/24/14



East High School

FIRE LANE Must be kept clear at all times for fire truck access

East High School

Realtor/Lessor/Race Leased Areas

40th Avenue East

Snow Placement Area

Lower Storeroom Area

Parking Lot

Lake Walk Trail

London Road

District/Lessor's Option Concessions Area

Stadium Street

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

November 2014

Facilities Management – General

In the past month the maintenance crews have completed 217 work orders, and are currently working on 532 open work orders.

Facilities maintenance trade crews are currently working at OEMS performing previously identified scheduled maintenance. They have eight days in December at that site per our district-wide maintenance schedule.

HOCHS remodeling project is complete, and final furniture moves are taking place.

Room 100 in HOCHS received new carpet.

An estimate was provided to the 1890's Preservation Committee to upgrade non-compliant tower stairs and handrails to make passage safer for tours. Included in this estimate was the replacement of very old heavy roof deck hatches. This is being contemplated by the 1890's group at this time.

Repairs for the vandalism to STC Main to install a new air handler and condensing unit are 90% complete. Startup for the A/C condensers will not occur until spring.

New fence where the City removed a building has been installed at the MacArthur playground area to comply with ECFE regulations. The ECFE requested Lowell Barnes fence addition has not been funded.

The District will start participating in the State of Minnesota B3 Benchmarking program. This program "benchmarks" us against other facilities to help us work on energy conservation. B3 Benchmarking is a building energy management system for public buildings in Minnesota including state, local government, and public school buildings. B3's mission is to provide us with tools to help manage our buildings, improve our building portfolio efficiently, and monitor the improvements. B3 has added very sophisticated reporting and graphing, baselines, integration with ENERGY STAR, peer comparisons, and other features to help us manage our buildings.

OEMS has a roof drain on the south east side, in which the pipe is run in a small chase in the wall, and the drain line does have a break or loose fitting at some unknown location. We are working on drying the wall system out and will be starting next week to locate the break and make repairs.

We are working on preparing a quote document to install new access control devices / card readers at all HOCHS exterior entrance doors.

We are working on a quote document to install classroom security locksets in identified locations at Stowe, Lakewood, Homecroft, Lowell, and HOCHS.

Capital Construction:

We are still working with the painting contractor at LPMS to resolve a paint stain on the block that they caused by spilling paint during the recent truss work. Ultimately, it may result in removal of approximately 100 block faces and replacement with new at the contractor's expense.

A quote is prepared and ready to go out to remove and replace a section of Piedmont's sidewalk near the playground that has buckled each spring. It is our opinion this is resulting from water infiltration and is a design error. TKDA is participating in the cost to repair, and we are working with the other sub consultants to participate as well.

LHB is proposing a new method to resolve the pool drain leak issue. We are still investigating this proposed repair at this point.

Operations

With the heating season upon us, our Maintenance/Operations staff has been busy handling all the miscellaneous heating issues that crop up along with monitoring the heat status of closed buildings. With the holiday season approaching, Facilities Operations sent out the annual memos relating to safety concerns and decorating for the holiday season. We also send out winter break cleaning procedure memos at this time.

The District had a successful turnout for the Garfield auction. The next District auction for the items at STC is scheduled for January 17, 2015.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - Forklift and electric pallet jacks at HOCHS were repaired and placed on an annual maintenance plan.
 - A teacher at Lincoln Park School was experiencing a medical condition and requested the site be checked for elevated CO levels. The school was checked and no elevated levels were found in the classrooms or surrounding areas.
 - Began a risk analysis with Riverport Insurance, our new insurance company. We are finding the district has procedures in place, but is lacking the actual written documentation of some general procedures.
 - Continue to monitor Ebola concerns and keep in close contact with outside agencies regarding our response to manage this issue from the school perspective.
 - District-wide Safety Team: Continued to tally safety survey results and are beginning to address common themes.
- Workers' Compensation Activities
 - A claims review was held. There are a few high cost claims that are holding the costs at a similar level in 2013 as in 2012.
 - OSHA Recordables: 2 recordable incidents in November. One incident from driving a bus and one from slipping on ice.
 - 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: 2015

FQA: 06-870-012-386-716

ALT FAC - ROOF SECTIONS HOCHS

84

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/20/2014	5974	265867	00636158	V37181	A W KUETTEL AND SONS INC	BUILDING ACQUISITION/CONSTRUCT	908265	OH	24,049.90	0.00	24,049.90
							Object 152000	Total:	24,049.90	0.00	24,049.90
							FQA 06-870-012-386-716	Total:	24,049.90	0.00	24,049.90

FQA: 06-870-435-386-962 ALT F-CONGDON ROOF REPLACEMENT

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/27/2014	JE510190		00635820	V34360	JAMAR COMPANY	CONGDON ROOF	909135	JE	100,429.25	0.00	100,429.25
10/27/2014	JE510190		00635956	V108370	AMBE LTD	CONGDON ROOF	909135	JE	7,850.10	0.00	7,850.10
							Object 152000	Total:	108,279.35	0.00	108,279.35
							FQA 06-870-435-386-962	Total:	108,279.35	0.00	108,279.35

FQA: 06-873-350-000-000 LRF-P-LINCOLN PK MIDDLE SCHOOL

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/13/2014	79223	265540	00636104	V100769	AMERICAN ENGINEERING &	BUILDING ACQUISITION/CONSTRUCT	907698	OH	1,130.00	0.00	1,130.00
							Object 152000	Total:	1,130.00	0.00	1,130.00
							FQA 06-873-350-000-000	Total:	1,130.00	0.00	1,130.00

FQA: 06-873-550-000-000 LRF-P-PIEDMONT LINCOLN

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
10/29/2014	172987	266595	00000667	V34360	JAMAR COMPANY	BUILDING ACQUISITION/CONSTRUCT	909380	OH	2,923.36	0.00	2,923.36
							Object 152000	Total:	2,923.36	0.00	2,923.36
							FQA 06-873-550-000-000	Total:	2,923.36	0.00	2,923.36

Grand Total: 136,382.61 0.00 136,382.61

Gift Law Now Applicable to School District Officials

By MSBA Staff

As part of the Health Insurance Transparency Act (HITA) sponsored and supported by Education Minnesota, the 2014 Legislature made the local government "gift law" applicable to school district officials for the first time. Specifically, Minnesota Session Law Chapter 279 (HF 2180), section 13 (effective July 1, 2014) amends the definition of "local official" in M.S. 471.895, Subd. 1., to include the following: "an elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer of any independent school district."

In short, the gift law, which has been in existence since 1994, provides that an "interested person" may not give a gift or request another to give a gift to a local official, and that a local official may not accept a gift from an interested person. In our effort to share common direction on this issue, MSBA staff have worked with other statewide organizations — the Minnesota Association of School Administrators, the Minnesota Association of School Business Officials, the Minnesota Elementary School Principals' Association, the Minnesota Association of Secondary School Principals, and the League of Minnesota Cities — to develop a plan to educate our respective members about this new law.

Who is an "interested person"?

An "interested person" is a "person or a representative of a person or association that has a direct financial interest in a decision that a local official is authorized to make." The law does not require that a specific decision involving the interested person exist at the time of the gift. Accordingly, the law likely applies to anyone who might at some time financially benefit from a decision the school official may make. As a result, the law affects the actions of almost any vendor (attorneys, financial advisors, accountants, contractors, sale representatives, etc.) who is likely to have a contract or financial arrangement with a school district.

What is a "gift"?

A "gift" is defined to include "money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given and received without the giver receiving consideration of equal or greater value in return." In short, a gift is almost anything of value that might be given to a local official.

Who is a "local official"?

Again, in addition to city and county officials, the law now specifically applies to the defined set of school officials mentioned above. Also important to note is that the law not only applies to the elected decision makers, but it also applies to staff who either make decisions themselves or are in a position to recommend decisions. Accordingly, the most conservative and, thereby, the safest approach in addressing this law would be to apply it to all employees, so school boards should consider adopting MSBA/MASA Model Policy 421 – Gifts to Employees.

Do exceptions to the law exist?

Yes, the law has a lengthy list of exceptions, described below:

- political contributions — given in accordance with law;
- services to assist a local official in the performance of official duties, including, but not limited to, providing advice, consultation, information, and communication in connection with legislation, and services to constituents; this exception likely permits contributions to, or sponsorship of, education conferences attended by school officials;
- services of insignificant monetary value;
- a plaque or similar memento recognizing individual services in a field of specialty or to a charitable cause;

(Please see Page 3)

(Continued from Page 2)

- a trinket or memento costing \$5 or less; under this exception, items valued at less than \$5 may be given away and received at vendor booths at conferences;
- informational material of unexceptional value;
- food or a beverage may be given at a reception, meal, or meeting away from the recipient's place of work by an organization before whom the recipient appears to make a speech or answer questions as part of a program; note that this exception is the only one that allows for giving of food or beverage and, likely, the \$5 "trinket or memento" exception doesn't apply to food and beverages;
- gifts given because of the recipient's membership in a group, a majority of whose members are not local officials, if an equivalent gift is given to the other members of the group;
- a gift by an interested person who is a member of the family of the recipient, unless the gift is given on behalf of someone who is not a member of that family; and
- gifts given by a national or multi-state organization of governmental organizations or public officials (if a majority of the dues to the organization is paid from public funds) to attendees at a conference sponsored by that organization if the gift is food or a beverage given at a reception or meal and an equivalent gift is given or offered to all other attendees.

Also important to note is that the law prohibits gifts to school officials, not to school districts. Accordingly, no gift law problem exists if the gift is given to the school district itself.

In addition to this communication piece, MSBA is currently reviewing the "gift law" as it pertains to MSBA's events and trainings. As a final note, MSBA strongly encourages school board members to apply the most conservative interpretation of the "gift law" and simply decline personal "gifts" from "interested persons."

Other Post-Employment Benefits (OPEB) Reporting Changes

By Gary Lee, MSBA Director of Membership Services

One of the smaller effects of the 2014 legislative session is the change to the required reporting of Other Post-Employment Benefits (OPEB) trusts. Trusts created by school districts to fund the ongoing costs of OPEB will have one of three authorized trust administrators: the Public Employees Retirement Association, a bank or banking association, or an insurance company or agent.

These trust administrators have previously been required to report fiscal year activity as prescribed by the state auditor. The amended law (M.S. 471.6175) now requires that the fiscal report be electronically submitted to the state auditor (and should also be submitted to your school district) no later than October 25 following the end of the fiscal year. The amended law also provides the exact information that this report must contain.

The law is effective August 1, 2014, with the initial amended report due October 25, 2015. MSBA suggests that school districts with OPEB trusts contact the trust administrators and inform them of this new statutory requirement.



Gary Lee
Director of
Membership Services
800-324-4459
glee@mnmsba.org

Call on MSBA to analyze your Master Agreement

MSBA's Master Agreement Analysis is one of the most valuable services MSBA provides its member school districts. The cost of the service is \$950 for the first analysis and \$750 for each additional one. To have an analysis completed, just send an electronic or hard copy of the Master Agreement(s)/Contract(s) to be analyzed, along with a memo requesting said analysis, to Sue Honetschlager at 1900 W. Jefferson Ave., St. Peter, MN 56082 or shonetschlager@mnmsba.org.