

Business Committee-Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 24, 2015

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Financial Report**
 - A. Financial Report 3
 - B. Approval of Payment of Claims
This item is attached as an "extra" on board book.
 - C. Budget Revisions 28
 - D. Wire Transfers 30
 - E. Investment Transactions 31
 - F. WADM Projections 32
 - G. Fund Raisers 33
2. **Bids, R.F.P.s and Quotes Reports**
 - A. Bids
 - 1) Bid 1236 - WAN and ISP Services 34
Bids for Wide Area Network (WAN) communications and Internet Service Provider (ISP) were sent to seven vendors. Charter Communications was the only response in the amount of \$822,038.40 for a three year contract.

Recommendation: It is recommended that the Duluth School Board approve the contract with Charter Communications for a three year contract.
 - 2) Bid 1237 - Network Infrastructure 36
Bids for Network Infrastructure (core switches and wireless access points) were sent to ten vendors. Four vendors responded. It is recommended that the bid as submitted by CDW in the amount of \$325,998.75 be accepted.

Recommendation: It is recommended that the Duluth School Board approve the bid with CDW in the amount of \$325,998.75.
 - B. R.F.P.s
 - C. Quotes
3. **Policies and Regulations**
 - A. Policy 1098 - Gifts to Employees and School Board Members 38
Attached is Policy 1098 with changes previously recommended for the first reading.

Recommendation: It is recommended that the Duluth School Board approve Policy 1098 for the first reading.

4. Contracts, Change Orders, and Leases

A. Contracts

B. Change Orders

C. Leases

5. Resolutions

A. B-2-15-3237- Acceptance of Donations to Duluth Public Schools 46

Recommendation: It is recommended that the Duluth School Board approve resolution B-2-15-3237- Acceptance of Donations to Duluth Public Schools.

B. B-2-15-3238 - Authorized Student Activity Bank Account Signer 47

Recommendation: It is recommended that the Duluth School Board approve Resolution B-2-15-3238 - Authorized Student Activity Bank Account Signer.

C. Resolution B-2-15-3239 - Resolution Of The School Board Of Independent School District No. 709 Approving Official Terms Of Offering For The Issuance Of General Obligation Refunding Bonds, Series 2015B 49

Recommendation: Resolution B-2-15-3239 - Resolution Of The School Board Of Independent School District No. 709 Approving Official Terms Of Offering For The Issuance Of General Obligation Refunding Bonds, Series 2015B

D. PLACEHOLDER - Resolution Related to Property Sales

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

A. Expenditure Contracts 58

Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of January 2015

B. Revenue Contracts 114

Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of January 2015.

C. Other Contracts - None

D. Facilities Management & Capital Project Status Report 119

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

E. Audit Engagement Letter 123

Attached is a copy of the audit engagement letter from Wipfli LLP. The listed services are consistent with RFP 296 approved by the school board in February of 2013, along with any mandated changes implemented since then.

7. Future Items

A. Woodland Hills Lease Agreement

B. FY16 Budget Development

**Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 12/31/14**

		Fund										
		Total	1	2	3	4	5	6	7	8 & 9	20	71 & 79
Cash and investments	11/30/2014	\$ 27,837,226	\$ 18,277,420	\$ 871,166	\$ (2,079,448)	\$ 349,819	\$ (5,862,339)	\$ 5,657,122	\$ 7,555,749	\$ 1,806,894	\$ 177,975	\$ 1,082,870
Receivables (increase)/decrease -		3,552,840	3,558,593	(7,319)	2,002	-	-	-	-	-	(436)	-
Payables increase/(decrease) -		154,094	215,557	6,429	(93,509)	63,236	16,021	12,911	-	-	(66,551)	-
Revenues increase/(decrease) -		14,474,309	6,683,792	383,668	422,134	281,671	6,459,564	188	171,243	182	71,867	-
Expenditures (increase)/decrease -		(15,269,439)	(13,532,152)	(330,861)	(479,774)	(527,705)	(117,210)	(99,516)	(1,700)	(200,000)	19,478	-
Cash and investments	12/31/2014	\$ 30,749,031	\$ 15,203,210	\$ 923,083	\$ (2,228,595)	\$ 167,021	\$ 496,035	\$ 5,570,704	\$ 7,725,292	\$ 1,607,076	\$ 202,334	\$ 1,082,870

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	1	20	(19)	(93.7)	75	462	(387)	(83.7)	77	77
Tuition, Fees, Admissions	126	463	(337)	(72.8)	1,158	1,219	(61)	(5.0)	4,092	4,192
Other Local Revenues	158	224	(66)	(29.6)	1,416	1,427	(11)	(0.7)	1,609	1,931
State Sources	7,480	6,807	673	9.9	35,547	42,081	(6,534)	(15.5)	86,939	86,315
Federal Aids from MDE	224	1,131	(907)	(80.2)	1,346	2,889	(1,543)	(53.4)	9,165	9,716
Federal Direct Aids	-	793	(793)	(100.0)	(812)	4	(816)	(20,393.3)	2,856	2,856
Local Sales	139	363	(224)	(61.8)	457	737	(280)	(38.0)	1,667	1,688
Sale of Bonds or Loans	-	-	0	N/A	-	-	0	N/A	0	0
Total Revenues	8,128	9,801	(1,673)	(17.1)	39,189	48,819	(9,630)	(19.7)	137,447	138,593
<u>Expenditures</u>										
Salaries	4,861	4,602	(259)	(5.6)	21,099	20,019	(1,080)	(5.4)	60,190	60,146
Benefits	2,248	2,007	(241)	(12.0)	10,145	9,596	(549)	(5.7)	28,364	28,814
Purchased Services	1,164	1,187	23	1.9	4,726	4,908	182	3.7	12,954	13,232
Supplies & Materials	427	462	35	7.5	2,509	1,810	(699)	(38.6)	5,058	5,464
Chargebacks	(0)	936	936	100.0	(0)	936	936	100.0	(159)	96
Capital Expenditures	206	(599)	(805)	(134.5)	2,374	7,296	4,922	67.5	5,205	7,315
Debt Service	2	3	1	43.3	4,974	5,179	205	4.0	21,191	21,191
Other	14	26	12	46.6	164	349	185	53.0	932	1,024
Total Expenditures	8,923	8,624	(299)	(3.5)	45,990	50,093	4,103	8.2	133,735	137,282
Transfers In (Out)	0	0	0	N/A	0	(6,165)	(6,165)	100.0	0	0
Operating Excess (Deficit)	(795)	\$1,177	(1,972)	(167.6)	(6,801)	(\$7,439)	638	8.6	\$3,712	\$1,311

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

STATEMENT OF REVENUES AND EXPENDITURES
(IN THOUSANDS)

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	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	1	19	(18)	(95.3)	74	456	(382)	(83.9)	55	55
Tuition, Fees, Admissions	(10)	130	(140)	(107.8)	388	326	62	19.1	1,843	1,943
Other Local Revenues	71	82	(11)	(14.0)	800	633	167	26.3	245	492
State Sources	6,620	6,146	474	7.7	31,204	37,812	(6,608)	(17.5)	75,471	75,599
Federal Aids from MDE	2	919	(917)	(99.7)	(22)	1,645	(1,667)	(101.4)	6,785	7,330
Federal Direct Aids	0	0	0	N/A	(114)	21	(135)	(644.5)	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	6,684	7,296	(612)	(8.4)	32,328	40,902	(8,574)	(21.0)	94,873	95,894
<u>Expenditures</u>										
Salaries	4,305	4,073	(232)	(5.7)	18,574	17,610	(964)	(5.5)	53,744	53,733
Benefits	1,822	1,478	(344)	(23.3)	8,519	8,005	(514)	(6.4)	24,669	25,062
Purchased Services	772	565	(207)	(36.7)	2,658	2,645	(13)	(0.5)	6,765	7,055
Supplies & Materials	166	106	(60)	(56.2)	830	590	(240)	(40.8)	1,694	1,580
Chargebacks	(3)	0	3	N/A	(3)	(2)	1	44.2	(565)	(311)
Capital Expenditures	107	14	(93)	(660.7)	516	110	(406)	(369.3)	232	728
Debt Service	0	0	0	N/A	47	79	32	40.5	20	20
Other	16	7	(9)	(135.3)	135	189	54	28.6	697	760
Total Expenditures	7,185	6,243	(942)	(15.1)	31,278	29,226	(2,052)	(7.0)	87,255	88,626
Transfers In (Out)	(6,347)	0	0	N/A	(6,347)	(6,165)	0	0.0	(6,347)	(6,347)
Operating Excess (Deficit)	(\$6,848)	\$1,053	(7,901)	(750.4)	(\$5,296)	\$5,511	(\$10,807)	(196.1)	\$1,272	\$921

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	1	19	(18)	(95.3)	74	456	(382)	(83.9)	55	55
Tuition, Fees, Admissions	(10)	80	(90)	(112.7)	363	268	95	35.3	1,360	1,460
Other Local Revenues	44	14	30	212.6	234	167	67	39.8	46	293
State Sources	6,620	6,146	474	7.7	31,114	36,712	(5,598)	(15.2)	64,346	64,474
Federal Aids from MDE	1	0	1	N/A	1	0	1	N/A	-525	20
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	6,656	6,259	397	6.3	31,785	37,603	(5,818)	(15.5)	75,277	76,298
<u>Expenditures</u>										
Salaries	3,567	3,563	(4)	(0.1)	15,249	15,251	2	0.0	44,013	44,003
Benefits	885	1,260	375	29.8	6,442	6,420	(22)	(0.3)	19,136	19,529
Purchased Services	724	517	(207)	(40.0)	2,348	2,385	37	1.6	5,758	6,048
Supplies & Materials	66	86	20	23.4	618	500	(118)	(23.6)	1,233	1,118
Chargebacks	(6)	0	6	N/A	(6)	(3)	3	83.8	(2,374)	(2,119)
Capital Expenditures	46	13	(33)	(256.1)	275	56	(219)	(390.8)	(82)	414
Debt Service	0	0	0	N/A	47	79	32	40.5	20	20
Other	1	5	4	71.1	91	126	35	28.0	(46)	17
Total Expenditures	5,284	5,444	160	2.9	25,064	24,814	(250)	(1.0)	67,658	69,030
Transfers In (Out)	(6,347)	0	0	N/A	(6,347)	(6,165)	0	0.0	(6,347)	(6,347)
Operating Excess (Deficit)	(\$4,975)	\$815	(5,790)	(710.4)	\$375	\$6,624	(\$6,249)	(94.3)	\$1,272	\$921

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	50	(50)	(100.0)	26	58	(32)	(55.7)	483	483
Other Local Revenues	27	68	(41)	(60.6)	566	466	100	21.5	198	198
State Sources	0	0	0	N/A	89	1,100	(1,011)	(91.9)	11,125	11,125
Federal Aids from MDE	2	919	(917)	(99.8)	(23)	1,645	(1,668)	(101.4)	7,311	7,311
Federal Direct Aids	0	0	0	N/A	(114)	21	(135)	(644.5)	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	28	1,037	(1,009)	(97.3)	543	3,299	(2,756)	(83.5)	19,596	19,596
<u>Expenditures</u>										
Salaries	738	510	(228)	(44.7)	3,325	2,359	(966)	(41.0)	9,730	9,730
Benefits	937	218	(719)	(330.0)	2,078	1,585	(493)	(31.1)	5,533	5,533
Purchased Services	49	48	(1)	(1.7)	310	260	(50)	(19.3)	1,007	1,007
Supplies & Materials	100	20	(80)	(398.7)	213	90	(123)	(136.3)	461	461
Chargebacks	3	0	(3)	N/A	3	1	(2)	(163.0)	1,808	1,808
Capital Expenditures	60	1	(59)	(5,920.4)	241	54	(187)	(347.0)	314	314
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	15	2	(13)	(651.1)	44	63	19	29.8	743	743
Total Expenditures	1,902	799	(1,103)	(138.0)	6,214	4,412	(1,802)	(40.8)	19,596	19,596
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$1,873)	238	(2,111)	(887.1)	(\$5,671)	(\$1,113)	(\$4,558)	(409.5)	(\$0)	(\$0)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - T O - D A T E				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	1	0	1	N/A	3	2	1	31.1	15	15
State Sources	23	18	5	28.2	75	55	20	36.6	171	171
Federal Aids from MDE	221	212	9	4.4	866	734	132	17.9	2,207	2,207
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	139	122	17	13.6	452	426	26	6.1	1,232	1,232
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	384	352	32	9.0	1,395	1,217	178	14.6	3,624	3,624
<u>Expenditures</u>										
Salaries	104	95	(9)	(9.7)	430	392	(38)	(9.8)	1,068	1,068
Benefits	38	35	(3)	(7.8)	158	149	(9)	(6.4)	409	409
Purchased Services	2	4	2	38.5	27	26	(1)	(3.0)	103	103
Supplies & Materials	185	169	(16)	(9.7)	717	627	(90)	(14.3)	1,864	1,860
Chargebacks	1	0	(1)	N/A	1	0	(1)	N/A	151	151
Capital Expenditures	0	0	0	N/A	108	24	(84)	(351.5)	9	153
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	(1)	(1)	(103.5)	14	14	0	2.9	20	20
Total Expenditures	331	302	(29)	(9.6)	1,455	1,232	(223)	(18.1)	3,624	3,764
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$53	\$50	\$3	5.6	(\$60)	(\$15)	(\$45)	(300.0)	\$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	422	415	7	1.7	1,731	1,850	(119)	(6.4)	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	422	415	7	1.7	1,736	1,855	(119)	(6.4)	5,526	5,526
<u>Expenditures</u>										
Salaries	103	102	(1)	(0.5)	456	457	1	0.2	1,158	1,158
Benefits	69	71	2	3.1	286	291	5	1.7	725	725
Purchased Services	267	393	126	32.1	1,433	1,350	(83)	(6.2)	4,020	4,020
Supplies & Materials	41	31	(10)	(33.4)	158	117	(41)	(35.4)	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	480	597	117	19.6	2,337	2,215	(122)	(5.5)	6,468	6,468
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$58)	(\$182)	\$124	68.3	(\$600)	(\$360)	(\$240)	(66.8)	(\$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	136	128	8	6.3	770	688	82	11.9	1,350	1,350
Other Local Revenues	13	(1)	14	1,421.8	126	191	(65)	(34.2)	72	146
State Sources	132	2	130	6,519.9	849	802	47	5.9	1,951	1,975
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	173	178
Federal Direct Aids	0	793	(793)	(100.0)	(697)	(17)	(680)	(4,002.2)	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	282	922	(640)	(69.4)	1,047	1,665	(618)	(37.1)	6,248	6,351
<u>Expenditures</u>										
Salaries	282	271	(11)	(4.2)	1,223	1,204	(19)	(1.6)	3,432	3,398
Benefits	116	105	(11)	(10.8)	552	497	(55)	(11.1)	1,345	1,351
Purchased Services	108	77	(31)	(40.2)	466	355	(111)	(31.4)	758	828
Supplies & Materials	22	14	(8)	(57.5)	113	90	(23)	(25.2)	275	302
Chargebacks	2	0	(2)	N/A	2	2	0	21.7	205	205
Capital Expenditures	0	2	2	100.0	5	2	(3)	(168.9)	14	20
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	(3)	8	11	132.7	10	16	6	35.3	176	202
Total Expenditures	528	477	(51)	(10.6)	2,371	2,166	(205)	(9.5)	6,204	6,307
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
Operating Excess (Deficit)	(\$246)	\$445	(\$691)	(155.3)	(\$1,324)	(\$501)	(\$823)	(164.2)	\$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	1	1	51.5	9	59	(50)	(84.9)	12	13
State Sources	111	66	45	68.5	448	322	126	39.2	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	22
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	113	67	46	68.3	457	389	68	17.5	2,013	2,035
<u>Expenditures</u>										
Salaries	61	54	(7)	(13.6)	383	318	(65)	(20.5)	689	689
Benefits	25	21	(4)	(18.4)	165	139	(26)	(18.9)	295	347
Purchased Services	0	10	10	95.2	37	323	286	88.4	312	104
Supplies & Materials	9	1	(8)	(802.7)	682	241	(441)	(183.0)	300	790
Chargebacks	0	936	936	100.0	0	936	936	100.0	20	20
Capital Expenditures	21	(923)	(944)	(102.3)	1,026	0	(1,026)	N/A	3,825	3,743
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	3	3	100.0	0	119	119	100.0	0	0
Total Expenditures	117	102	(15)	(14.9)	2,294	2,076	(218)	(10.5)	5,441	5,693
Transfers In (Out)	6,347	0	0	N/A	6,347	0	0	N/A	6,347	6,347
Operating Excess (Deficit)	\$6,342	(\$35)	\$6,377	18,221.0	\$4,510	(\$1,687)	\$6,197	367.3	\$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	1	1	(0)	(40.8)	-	-
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	9	(9)	(100.0)	5	9	(4)	(41.8)	0	0
State Sources	0	0	0	N/A	168	174	(6)	(3.4)	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	53	(53)	(100.0)	0	105	(105)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	62	(62)	(99.7)	174	289	(115)	(39.8)	1,090	1,090
<u>Expenditures</u>										
Salaries	6	7	1	15.2	32	38	6	16.2	100	100
Benefits	2	2	0	3.6	12	13	1	9.4	30	30
Purchased Services	9	8	(1)	(17.9)	77	57	(20)	(35.3)	14	139
Supplies & Materials	4	0	(4)	N/A	9	3	(6)	(200.2)	19	25
Chargebacks	0	0	(0)	N/A	0	0	(0)	N/A	0	0
Capital Expenditures	79	308	229	74.5	716	7,160	6,444	90.0	920	2,465
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	100	325	225	69.4	850	7,273	6,423	88.3	1,090	2,770
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$99)	(\$263)	\$164	62.2	(\$676)	(\$6,984)	\$6,308	90.3	\$0	(\$1,680)

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	171	160	11	7.0	1,072	1,066	6	0.6	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	171	160	11	7.0	1,575	1,576	(1)	(0.1)	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	2	3	1	43.3	4,926	5,100	174	3.4	21,171	21,171
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	2	3	1	43.3	4,926	5,100	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)	\$170	\$157	\$13	8.0	(\$3,351)	(\$3,524)	\$173	4.9	\$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)	(67.4)	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	<u>0</u>	<u>0</u>	<u>0</u>	<u>N/A</u>	<u>1</u>	<u>4</u>	<u>(3)</u>	<u>(67.4)</u>	<u>219</u>	<u>219</u>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	200	250	50	20.0	200	250	50	20.0	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	<u>200</u>	<u>250</u>	<u>50</u>	<u>20.0</u>	<u>200</u>	<u>250</u>	<u>50</u>	<u>20.0</u>	<u>200</u>	<u>200</u>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	<u>(\$200)</u>	<u>(\$250)</u>	<u>\$50</u>	<u>20.1</u>	<u>(\$199)</u>	<u>(\$246)</u>	<u>\$47</u>	<u>19.2</u>	<u>\$19</u>	<u>\$19</u>

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	4.2	474	464	10	2.2	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	4.2	474	464	10	2.2	785	785
Expenditures										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	(24)	45	69	153.4	252	252	(0)	(0.2)	690	690
Purchased Services	5	4	(1)	(13.6)	27	26	(1)	(2.7)	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	(19)	49	68	139.8	279	278	(1)	(0.4)	744	744
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$91	\$20	\$71	356.7	\$195	\$186	\$9	4.9	\$41	\$41

DULUTH PUBLIC SCHOOLS - ISD 709
December 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	1	(1)	(100.0)	0	1	(1)	(100.0)	3	3
Tuition, Fees, Admissions	0	205	(205)	(100.0)	0	205	(205)	(100.0)	899	899
Other Local Revenues	0	64	(64)	(100.0)	0	64	(64)	(100.0)	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	188	(188)	(100.0)	0	188	(188)	(100.0)	435	435
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	458	(458)	(100.0)	0	458	(458)	(100.0)	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	126	126	100.0	0	126	126	100.0	928	928
Supplies & Materials	0	141	141	100.0	0	142	142	100.0	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	9	9	100.0	0	9	9	100.0	31	31
Total Expenditures	0	276	276	100.0	0	277	277	100.0	1,538	1,538
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$182	(\$182)	(100.0)	\$0	\$181	(\$181)	(100.0)	(\$0)	(\$0)

December 14
ALL FUNDS

BALANCE SHEET

ASSETS	12/31/14	06/30/14	12/31/13	FUND BALANCES	12/31/14	06/30/14	12/31/13
Cash / Investments	\$30,749	\$50,814	\$53,763	Reserved for:			
Taxes & Credits Receivable	3,141	21,618	3,752	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	157	105	226	Nonspendable Inventory	203	203	391
Due from Other Funds	0	165	0	Nonspendable Prepaids	134	134	97
Due from Other MN Districts	0	1,023	0	Staff Development	108	108	179
Due From MDE	7,731	7,959	11,127	Reemployment comp	0	0	0
Due From Federal thru MDE	58	1,997	0	Basic skills	0	0	231
Due From Federal - Direct	0	812	0	Learning development	0	0	0
Due from Other Governments	0	89	0	Desegregation	0	0	293
Inventory	195	203	356	Gifted and Talented	0	0	0
Prepaids	50	134	53	Pupil Transportation Safety	0	0	0
				ECFE	212	212	202
Total Assets	\$42,081	\$84,916	\$69,277	Community Education	350	350	359
				Community Services	220	220	27
				Operating Capital	0	0	0
LIABILITIES				Facilities	4,243	4,243	2,709
Tax and Aid Anticipation Payable	\$ -	\$ 22,000	\$ 22,000	Alternative facilities	1,988	1,988	7,145
Accrued Interest Payable	0	0	0	Restricted Programs	67	67	0
Salaries Payable	148	12,130	(110)	Bond Refunding	0	0	0
Accounts Payable	209	1,554	4,714	Endowment	1,622	1,821	1,640
Due to Other Funds	0	165	0	Encumbrances	0	0	0
Due to Other MN Districts	0	87	0	Severance-Insurance Prem	3,698	3,698	3,682
Due to Other Governments	0	0	0	Area Learning Center	22	22	0
Claims Payable	173	168	169	Designated for:			
Deferred Revenue	598	1,060	1,516	Textbooks	795	795	502
Taxes Levied for Subsequent Yr.	31,729	31,729	22,151	Carryovers	169	169	13
Property tax shift	0	(0)	(9)	Operating Capital	0	0	69
				Referendum	0	0	0
				Undesignated	(4,608)	1,994	1,307
Total Liabilities	\$32,858	\$68,892	\$50,431	Total Fund Balance	\$9,223	\$16,024	\$18,846
				Liabilities & Fund Balance	\$42,081	\$84,916	\$69,277

December 14
General Fund

BALANCE SHEET

ASSETS	12/31/14	06/30/14	12/31/13
Cash / Investments	\$15,203	\$33,960	\$37,675
Taxes & Credits Receivable	(9,066)	9,411	(6,241)
Accounts / Interest Receivable	118	7	182
Due from Other Funds	0	0	0
Due from Other MN Districts	0	1,023	0
Due From MDE	7,365	7,406	10,611
Due From Federal thru MDE	0	1,917	0
Due From Federal - Direct	0	114	0
Due from Other Governments	0	89	0
Inventory	82	79	114
Prepays	50	128	53
Total Assets	\$13,753	\$54,134	\$42,394

LIABILITIES	12/31/14	06/30/14	12/31/13
Tax and Aid Anticipation Payable	\$0	\$22,000	\$22,000
Accrued Interest Payable	0	0	0
Salaries & Benefits Payable	(525)	11,590	(793)
Accounts Payable	167	640	272
Due to Other Funds	0	114	0
Due to Other MN Districts	0	87	0
Due to Other Governments	0	0	0
Claims Payable	173	168	169
Deferred Revenue	32	334	595
Taxes Levied for Subsequent Yr.	10,254	10,254	4,983
Property tax shift	0	(0)	0
Total Liabilities	\$10,102	\$45,187	\$27,226

FUND BALANCES	12/31/14	06/30/14	12/31/13
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	79	79	106
Nonspendable Prepays	128	128	92
Staff Development	108	108	179
Reemployment comp	0	0	0
Basic skills	0	0	231
Learning development	0	0	0
Integration	0	0	293
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	0	0	0
Community Education	0	0	0
Community Services	0	0	0
Operating Capital	0	0	0
Facilities	0	0	0
Alternative facilities	0	0	0
Restricted Programs	0	0	0
Escrow Account	0	0	0
Severance-Insurance Prem	3,698	3,698	3,682
Encumbrances	0	0	0
Area Learning Center	22	22	0
Designated for:			
Textbooks	0	0	0
Carryovers	169	169	-
Operating Capital	0	0	0
Referendum	0	0	0
Undesignated	(552)	4,744	10,585
Total Fund Balance	\$3,651	\$8,947	\$15,168
Liabilities & Fund Balance	\$13,753	\$54,134	\$42,394

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

BALANCE SHEET

ASSETS	12/31/14	06/30/14	12/31/13	FUND BALANCES	12/31/14	06/30/14	12/31/13
Cash / Investments	\$923	\$993	\$1,065	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	13	0	11	Nonspendable Inventory	121	121	100
Due from Other Funds	0	0	0	Nonspendable Prepaids	1	1	1
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	58	58	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	114	121	66	Gifted and Talented	0	0	0
Prepaids	0	1	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,107</u>	<u>\$1,173</u>	<u>\$1,142</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	87	20	87	Restricted Programs	0	0	0
Accounts Payable	1	73	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	897	957	954
Property tax shift	0	0	0				
Total Liabilities	<u>\$87</u>	<u>\$93</u>	<u>\$87</u>	Total Fund Balance	<u>\$1,020</u>	<u>\$1,080</u>	<u>\$1,055</u>
				Liabilities & Fund Balance	<u>\$1,107</u>	<u>\$1,173</u>	<u>\$1,142</u>

December 14

BALANCE SHEET

Transportation Fund

ASSETS	12/31/14	06/30/14	12/31/13	FUND BALANCES	12/31/14	06/30/14	12/31/13
Cash / Investments	(\$2,229)	(\$1,649)	(\$2,060)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	10	78	20	Nonspendable Inventory	3	3	3
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	24	24	48	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	(0)	3	(4)	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$2,194)	(\$1,544)	(\$1,996)	Community Education	0	0	0
				Community Services	0	0	0
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	0	0	0
				Escrow Account	0	0	0
				Endowment	0	0	0
				Encumbrances	0	0	0
				Designated for:			
				Textbooks	0	0	0
				Operating Capital	0	0	0
				Undesignated	(2,401)	(1,801)	(2,204)
				Total Fund Balance	(\$2,398)	(\$1,798)	(\$2,201)
				Liabilities & Fund Balance	(\$2,194)	(\$1,544)	(\$1,996)

LIABILITIES

Tax and Aid Anticipation Payable	\$0	\$0	\$0
Accrued Interest Payable	0	0	0
Salaries Payable	193	32	201
Accounts Payable	11	222	4
Due to Other Funds	0	0	0
Due to Other MN Districts	0	0	0
Due to Other Governments	0	0	0
Claims Payable	0	0	0
Deferred Revenue	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0
Property tax shift	0	0	0
Total Liabilities	\$204	\$254	\$205

December 14
Capital Expenditures

BALANCE SHEET

ASSETS				FUND BALANCES			
	12/31/14	06/30/14	12/31/13		12/31/14	06/30/14	12/31/13
Cash / Investments	\$496	(\$4,034)	(\$2,414)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	2	Nonspendable Inventory	0	0	182
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	182	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$496</u>	<u>(\$4,034)</u>	<u>(\$2,230)</u>	Community Education	0	0	0
				Community Services	0	0	0
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	0	0	0
				Escrow Account	0	0	0
				Endowment	0	0	0
				Encumbrances	0	0	0
				Designated for:			
				Textbooks	795	795	502
				School Carryover	0	0	13
				Operating Capital	0	0	69
				Undesignated	(398)	(4,908)	(3,263)
Total Liabilities	<u>\$98</u>	<u>\$79</u>	<u>\$267</u>	Total Fund Balance	<u>\$398</u>	<u>(\$4,113)</u>	<u>(\$2,497)</u>
				Liabilities & Fund Balance	<u>\$496</u>	<u>(\$4,034)</u>	<u>(\$2,230)</u>

December 14

BALANCE SHEET

Building Construction Fund

ASSETS	12/31/14	06/30/14	12/31/13	FUND BALANCES	12/31/14	06/30/14	12/31/13
Cash / Investments	\$5,571	\$6,611	\$7,155	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	17	17	23	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$5,588</u>	<u>\$6,628</u>	<u>\$7,178</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	4,243	4,243	2,709
Accrued Interest Payable	0	0	0	Alternative facilities	1,988	1,988	7,145
Salaries Payable	5	7	7	Restricted Programs	0	0	0
Accounts Payable	28	390	4,300	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0				
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	(676)	0	(6,983)
Property tax shift	0	0	0				
Total Liabilities	<u>\$32</u>	<u>\$397</u>	<u>\$4,307</u>	Total Fund Balance	<u>\$5,555</u>	<u>\$6,231</u>	<u>\$2,871</u>
				Liabilities & Fund Balance	<u>\$5,588</u>	<u>\$6,628</u>	<u>\$7,178</u>

December 14

BALANCE SHEET

Debt Service Fund

ASSETS	12/31/14	06/30/14	12/31/13	FUND BALANCES	12/31/14	06/30/14	12/31/13
Cash / Investments	\$7,725	\$11,079	\$9,111	Reserved for:			
Taxes & Credits Receivable	11,602	11,602	9,357	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	196	196	257	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$19,523</u>	<u>\$22,876</u>	<u>\$18,725</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	2	129	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	518	518	688	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	20,446	20,446	16,593	Undesignated	(1,441)	1,910	1,315
Property tax shift	0	0	0				
Total Liabilities	<u>\$20,964</u>	<u>\$20,966</u>	<u>\$17,410</u>	Total Fund Balance	<u>(\$1,441)</u>	<u>\$1,910</u>	<u>\$1,315</u>
				Liabilities & Fund Balance	<u>\$19,523</u>	<u>\$22,876</u>	<u>\$18,725</u>

December 14

BALANCE SHEET

Trust & Agency Funds

ASSETS	12/31/14	06/30/14	12/31/13	FUND BALANCES	12/31/14	06/30/14	12/31/13
Cash / Investments	\$1,607	\$1,641	\$1,632	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	15	15	8	Nonspendable Inventory	0	0	0
Due from Other Funds	0	165	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$1,622	\$1,821	\$1,640	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	1,622	1,821	1,640
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	0	0	0
Property tax shift	0	0	0				
Total Liabilities	\$0	\$0	\$0	Total Fund Balance	\$1,622	\$1,821	\$1,640
				Liabilities & Fund Balance	\$1,622	\$1,821	\$1,640

December 14

BALANCE SHEET

Dental Internal Service Fund

ASSETS	12/31/14	06/30/14	12/31/13	FUND BALANCES	12/31/14	06/30/14	12/31/13
Cash / Investments	\$202	\$156	\$119	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	1	1	2	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$204</u>	<u>\$157</u>	<u>\$121</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	67	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	82	(10)	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	204	9	131
Property tax shift	0	0	0				
Total Liabilities	<u>\$0</u>	<u>\$148</u>	<u>(\$10)</u>	Total Fund Balance	<u>\$204</u>	<u>\$9</u>	<u>\$131</u>
				Liabilities & Fund Balance	<u>\$204</u>	<u>\$157</u>	<u>\$121</u>

December 14
Student Activities

BALANCE SHEET

ASSETS	12/31/14	06/30/14	12/31/13	FUND BALANCES	12/31/14	06/30/14	12/31/13
Cash / Investments	\$1,083	\$1,083	\$1,274	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$1,083	\$1,083	\$1,274	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,083	1,083	1,274
Property tax shift	0	0	0				
Total Liabilities	\$0	\$0	\$0	Total Fund Balance	\$1,083	\$1,083	\$1,274
				Liabilities & Fund Balance	\$1,083	\$1,083	\$1,274

**ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 12/31/2014**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
12/05/2014	V106466	CITISTREET FOR MSRS	19,267.63
12/05/2014	V79764	DULUTH FEDERATION OF TEA	23,930.37
12/05/2014	V107231	DULUTH TEACHERS CREDIT	9,123.28
12/05/2014	V79711	DULUTH TEACHERS RETIRE EFT	252,735.68
12/05/2014	V106637	EBC - FLEX EFT	11,797.50
12/05/2014	V106636	EBC - TSA EFT	74,117.02
12/05/2014	V79771	EDUCATION MN CLERICAL	1,224.44
12/05/2014	V102915	FEDERAL 941 PR TAXES	582,543.70
12/05/2014	V108066	MG TRUST	120,273.78
12/05/2014	V05173	MN CHILD SUPPORT EFT	2,883.08
12/05/2014	V108320	MN DEPT OF REVENUE EFT	971.06
12/05/2014	V102916	MN STATE PR TAXES	97,256.41
12/05/2014	V79708	PUBLIC EMPLOYEES RETIREMENT	93,135.13
12/05/2014	V79704	U S BANK - PY DIRECT DEPOSIT	1,519,167.92
12/19/2014	V106466	CITISTREET FOR MSRS	27,184.97
12/19/2014	V79764	DULUTH FEDERATION OF TEA	24,531.07
12/19/2014	V107231	DULUTH TEACHERS CREDIT	9,073.28
12/19/2014	V79711	DULUTH TEACHERS RETIRE EFT	252,084.72
12/19/2014	V106637	EBC - FLEX EFT	11,459.24
12/19/2014	V106636	EBC - TSA EFT	73,778.95
12/19/2014	V79771	EDUCATION MN CLERICAL	1,224.44
12/19/2014	V102915	FEDERAL 941 PR TAXES	572,303.81
12/19/2014	V108066	MG TRUST	120,814.72
12/19/2014	V05173	MN CHILD SUPPORT EFT	2,786.15
12/19/2014	V108320	MN DEPT OF REVENUE EFT	969.36
12/19/2014	V102916	MN STATE PR TAXES	95,493.15
12/19/2014	V79708	PUBLIC EMPLOYEES RETIREMENT	90,530.47
12/19/2014	V79704	U S BANK - PY DIRECT DEPOSIT	1,514,636.93
12/29/2014	V06645	MEDICA HEALTH PLAN (EFT)	166,706.94
12/29/2014	V106638	PEIP - HLTH EFT	1,212,821.30
12/29/2014	V80030	DELTA DENTAL PLAN OF MN(EFT)	47,072.16
12/29/2014	V104923	HARRIS BANK	23,269.81
			<u>7,055,168.47</u>

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

Beginning Investment Balance (November 30, 2014): \$ **7,005,399.50**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>
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Total Purchases \$ **0.00**

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>
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Total Maturities \$ **0.00**

Other items:

Add:	Money Market Funds Interest	\$	78.18
	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 \$ **78.18**

Ending Investment Balance (December 31, 2014) \$ **7,005,477.68**

Note: Ending Investment Balance as of December 31, 2013 was \$16,984,100.44

Duluth Public Schools-ISD 709
WADM Projection Report - FY 2015
February 2015

Grade Levels	Feb Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	EOY PU 1314
KG	622.00	1.002143495	623.33	1.00	623.33	668.79
HK	66.00	0.987867621	65.20	1.00	65.20	80.61
Gr 1-3	1965.00	0.988289542	1941.99	1.00	1941.99	1956.70
Gr 4-6	1791.00	0.984128296	1762.57	1.00	1762.57	1718.09
Gr 7-8	1158.00	0.96537221	1117.90	1.20	1341.48	1426.21
Gr 9-12	2809.68	0.946647121	2659.78	1.20	3191.73	3187.70
Sub-Total	8411.68				8926.31	9038.11
Other WADM Generators						
Early Childhood	231	0.390775333	90.27	1.000	90.27	83.09
Early Childhood Details	Final Count	Feb 1 Count	Final ADM			
06-07	302	211	77.7			
07-08	413	263	91.4			
08-09	471	294	100.42			
09-10	466	264	97.32			
10-11	474	265	100.12			
11-12	432	270	94.8			
12-13	344	203	91.75			
13-14	368	225	83.09			
14-15*		231	90.27			
Resident Tuition**						
Resident Tuition Details	Total WADM				46.36	
06-07	52.83					
07-08	61.11					
08-09	47.23					
09-10	54.90					
10-11	46.14					
11-12	54.15					
12-13	48.46					
13-14	36.47					
14-15*	46.36					
ALC						
ALC Details	Total WADM				265.87	
06-07	174.32					
07-08	192.99					
08-09	136.2					
09-10	205.88					
10-11	256.02					
11-12	285.78					
12-13	273.97					
13-14	237.86					
14-15*	265.87					
Projected Total WADM					9016.58	9121.20
Budgeted WADM					9213.32	
Net					-196.74	

* Projected

**Included in Grade Level Projections

MEMORANDUM

To: Bill Hanson, CFO/Executive Director of Business Services

From: Tony Kelekovich, ^{TK} Supervisor of Purchasing

Subject: Bid-1236 WAN and ISP Services

Date: January 29, 2015

Bids for Wide Area Network (WAN) communications and Internet Service Provider (ISP) were sent to seven (7) vendors.

A contract length of three (3) years was requested. One (1) vendor responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CHARTER COMMUNICATIONS	\$ 822,038.40

The Technology Department (Bart Smith and Ryan Highland) and the Purchasing Department (Tony Kelekovich) analyzed the bid.

Bart Smith, Manager of Technology, recommends accepting the bid as submitted by Charter Communications in the amount of **\$ 822,038.40** Pricing includes one (1) optional site (Central High School). The total cost will be less if this option is not exercised for part or all of the contract period.

Bart Smith will attend the Business Committee meeting to answer any questions as they pertain to this recommendation.

Fund: 1-108-012-000-000-1320.00

Program: Technology

Fund Custodian: Bart Smith/Technology

VENDOR LIST/TABULATION

BID-1236 WAN AND ISP SERVICES

CHARTER BUSINESS WAUSAU WI	\$ 822,038.40
FRONTIER COMMUNICATIONS TWO HARBORS MN	NO RESPONSE
KAM ROCK TELECOM BLOOMINGTON MN	NO RESPONSE
MARCO ST CLOUD MN	NO RESPONSE
NORTHEAST SERVICE COOPERATIVE MT IRON MN	NO BID
WANRACK LENEXA KS	NO RESPONSE
WINDSTEAM MINNEAPOLIS MN	NO RESPONSE

MEMORANDUM

To: Bill Hanson, CFO/Executive Director of Business Services

From: Tony Kelekovich, Supervisor of Purchasing

Subject: Bid-1237 Network Infrastructure

Date: January 28, 2015

Bids for Network Infrastructure (core switches and wireless access points) were sent to ten (10) vendors.

Four (4) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CDW	\$ 325,998.75
TECH CHECK (alternate bid)	\$ 335,031.15
TECH CHECK	\$ 341,799.15
CORE BTS	\$ 369,811.06
CORE BTS (alternate bid)	\$ 381,366.10
MARCO	\$ 415,101.00

The Technology Department (Bart Smith and Ryan Highland) and the Purchasing Department (Tony Kelekovich) analyzed the bid.

Bart Smith, Manager of Technology, recommends accepting the bid as submitted by CDW in the amount of \$ 325,998.75.

Bart Smith will attend the Business Committee meeting to answer any questions as they pertain to this recommendation.

Fund: 1-108-012-000-000-1555.00

Program: Technology

Fund Custodian: Bart Smith/Technology

VENDOR LIST/TABULATION

BID-1237 NETWORK INFRASTRUCTURE

AEROHIVE NETWORKS
SUNNYVALE CA NO RESPONSE

CDW
BROOKLYN PARK MN \$ 325,998.75

CITON COMPUTER CORPORATION
DULUTH MN NO BID

CORE BTS
MADISON WI \$ 369,811.06

CORE BTS (alternate bid)
MADISON WI \$ 381,366.10

FRONTIER COMMUNICATIONS
TWO HARBORS MN NO RESPONSE

KAM ROCK TELECOM
BLOOMINGTON MN NO RESPONSE

MARCO
ST CLOUD MN \$ 415,101.00

ROCKBOCHS.COM
DULUTH MN2 NO RESPONSE

SOLBREKK COMPANY
GOLDEN VALLEY MN NO RESPONSE

TECH CHECK (alternate bid)
SARTELL MN \$ 335,031.15

TECH CHECK
SARTELL MN \$ 341,799.15

1098 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.

~~B. A violation of this policy occurs when any employee solicits, accepts, or receives, either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.~~

~~B.~~ A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature. ~~The superintendent has discretion to determine what value is "insignificant."~~

~~B.~~ Teachers may accept from publishers free samples of textbooks and related teaching materials.

~~B.~~ This policy applies only to gifts given to employees where the donor's relationship with the employee arises out of the employee's employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee's employment with the school district.

~~B.~~ An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

III. DEFINITIONS

A. "Gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment that is given without something of equal or greater value being received in return.

- B. “Interested person” means a person or a representative of a person or association that has a direct financial interest in a decision that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.

IV. PROCEDURES

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

V. VIOLATIONS

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

Legal References: Minn. Stat. § 10A.07 (Conflicts of Interest)
 Minn. Stat. § 10A.071 (Prohibition of Gifts)
 Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)
 Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References: MSBA/MASA Model Policy 421 (Gifts to Employees & School Board Members)
 MSBA/MASA Model Policy 209 (Code of Ethics)
 MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
 MSBA/MASA Model Policy 306 (Administrator Code of Ethics)

Adopted: ~~February 24~~ March 17, 2015

10A.07 CONFLICTS OF INTEREST.

Subdivision 1. **Disclosure of potential conflicts.** A public official or a local official elected to or appointed by a metropolitan governmental unit who in the discharge of official duties would be required to take an action or make a decision that would substantially affect the official's financial interests or those of an associated business, unless the effect on the official is no greater than on other members of the official's business classification, profession, or occupation, must take the following actions:

(1) prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict of interest;

(2) deliver copies of the statement to the official's immediate superior, if any; and

(3) if a member of the legislature or of the governing body of a metropolitan governmental unit, deliver a copy of the statement to the presiding officer of the body of service.

If a potential conflict of interest presents itself and there is insufficient time to comply with clauses (1) to (3), the public or local official must orally inform the superior or the official body of service or committee of the body of the potential conflict.

Subd. 2. **Required actions.** If the official is not a member of the legislature or of the governing body of a metropolitan governmental unit, the superior must assign the matter, if possible, to another employee who does not have a potential conflict of interest. If there is no immediate superior, the official must abstain, if possible, in a manner prescribed by the board from influence over the action or decision in question. If the official is a member of the legislature, the house of service may, at the member's request, excuse the member from taking part in the action or decision in question. If the official is not permitted or is otherwise unable to abstain from action in connection with the matter, the official must file a statement describing the potential conflict and the action taken. A public official must file the statement with the board and a local official must file the statement with the governing body of the official's political subdivision. The statement must be filed within a week of the action taken.

Subd. 3. **Interest in contract; local officials.** This section does not apply to a local official with respect to a matter governed by sections 471.87 and 471.88.

Subd. 4. **Exception; judges.** Notwithstanding subdivisions 1 and 2, a public official who is a district court judge, an appeals court judge, or a Supreme Court justice is not required to comply with the provisions of this section.

History: 1974 c 470 s 7; 1975 c 271 s 6; 1978 c 463 s 33; 1986 c 444; 1990 c 608 art 2 s 1; 1974 c 470 s 7; 1975 c 271 s 6; 1978 c 463 s 33; 1986 c 444; 1990 c 608 art 2 s 1; 1999 c 220 s 50; 2013 c 138 art 2 s 2

10A.071 CERTAIN GIFTS BY LOBBYISTS AND PRINCIPALS PROHIBITED.

Subdivision 1. **Definitions.** (a) The definitions in this subdivision apply to this section.

(b) "Gift" means 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.

(c) "Official" means a public official, an employee of the legislature, or a local official of a metropolitan governmental unit.

Subd. 2. **Prohibition.** A lobbyist or principal may not give a gift or request another to give a gift to an official. An official may not accept a gift from a lobbyist or principal.

Subd. 3. **Exceptions.** (a) The prohibitions in this section do not apply if the gift is:

- (1) a contribution as defined in section 10A.01, subdivision 11;
- (2) services to assist an 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;
- (3) services of insignificant monetary value;
- (4) a plaque with a resale value of \$5 or less;
- (5) a trinket or memento costing \$5 or less;
- (6) informational material with a resale value of \$5 or less; or
- (7) food or a beverage given at a reception, meal, or meeting if:
 - (i) the reception, meal, or meeting is held 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; or
 - (ii) the recipient is a member or employee of the legislature and an invitation to attend the reception, meal, or meeting was provided to all members of the legislature at least five days prior to the date of the event.

(b) The prohibitions in this section do not apply if the gift is given:

- (1) because of the recipient's membership in a group, a majority of whose members are not officials, and an equivalent gift is given to the other members of the group; or
- (2) by a lobbyist or principal 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.

History: 1994 c 377 s 5; 1999 c 220 s 50; 2005 c 156 art 6 s 4; 2008 c 295 s 3; 2010 c 327 s 7,8; 2013 c 138 art 1 s 18; art 2 s 3

15.43 ACCEPTANCE OF ADVANTAGE BY STATE EMPLOYEE; PENALTY.

Subdivision 1. **Financial interest of agents.** No employee of the state or of the University of Minnesota in direct contact with suppliers or potential suppliers to the state or the university, or who may directly or indirectly influence a purchasing decision or contract by establishing specification, testing purchased products, evaluating contracted services, or otherwise has official involvement in the purchasing or contracting process may:

(1) have any financial interest or have any personal beneficial interest directly or indirectly in contracts or purchase orders for goods or services used by, or purchased for resale or furnished to a department or agency of the state or the university; or

(2) accept directly or indirectly from a person, firm, or corporation to which a contract or purchase order has been or may be, awarded, a rebate, gift, money, or anything of value other than items of nominal value. No such employee may further accept any promise, obligation or contract for future reward.

Subd. 2. **Textbooks exempted.** Textbooks, software, and other course materials authored by an employee of the Minnesota State Colleges and Universities or of the University of Minnesota may be used as required course material. Instructors in state institutions and at the university may accept free samples of textbooks and related teaching materials.

Subd. 3. **Other exemptions.** The commissioners of human services and corrections may by rule prescribe procedures for the acceptance of gifts from any person or organization, provided that such gifts are accepted by the commissioner, or a designated representative of the commissioner, and that such gifts are used solely for the direct benefit of patients or inmates under the jurisdiction of the accepting state officer.

Subd. 4. **Penalties.** A violation of this section is a misdemeanor.

History: 1973 c 349 s 2; 1973 c 400 s 1; 1975 c 321 s 2; 1982 c 560 s 7; 1984 c 654 art 5 s 58; 1986 c 444; 1996 c 398 s 1,2

471.895 CERTAIN GIFTS BY INTERESTED PERSONS PROHIBITED.

Subdivision 1. **Definitions.** (a) The definitions in this subdivision apply to this section.

(b) "Gift" has the meaning given it in section 10A.071, subdivision 1.

(c) "Interested person" means 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.

(d) "Local official" means:

(1) an elected or appointed official of a county or city or of an agency, authority, or instrumentality of a county or city; and

(2) 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.

Subd. 2. **Prohibition.** An interested person may not give a gift or request another to give a gift to a local official. A local official may not accept a gift from an interested person.

Subd. 3. **Exceptions.** (a) The prohibitions in this section do not apply if the gift is:

(1) a contribution as defined in section 211A.01, subdivision 5;

(2) services to assist an 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;

(3) services of insignificant monetary value;

(4) a plaque or similar memento recognizing individual services in a field of specialty or to a charitable cause;

(5) a trinket or memento costing \$5 or less;

(6) informational material of unexceptional value; or

(7) food or a beverage 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.

(b) The prohibitions in this section do not apply if the gift is given:

(1) because of the recipient's membership in a group, a majority of whose members are not local officials, and an equivalent gift is given or offered to the other members of the group;

(2) 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; or

(3) by a national or multistate organization of governmental organizations or public officials, if a majority of the dues to the organization are paid from public funds, to attendees at a conference sponsored

471.895

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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.

History: 1994 c 377 s 6; 2001 c 93 s 1; 2005 c 156 art 6 s 66; 2014 c 279 s 13



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
Denfeld		The Saint Paul Foundation	Softball	500.00
Denfeld	Paul & Marla	Vranish	Softball	100.00
Denfeld	Duluth Brass Manufacturing		Robotics	100.00
Denfeld	SAPPI	SD Warren Co	Robotics	300.00
Denfeld	Stella Jennison &	Tina Schlee	Robotics	10.00
Denfeld	Gary & Marcia	Doty	Robotics	50.00
Denfeld		Irving Community Assn	Robotics	4,000.00
Denfeld	Raymond & Maurene	Morse	Hunter Hut	25.00
Denfeld	Mary & Todd	Hautajarvi	Softball	80.80
Denfeld		Maurices	General Fund	270.00
Denfeld		Nuss Truck Group Inc	Robotics	100.00
Denfeld		Park State Bank	Robotics	250.00
Denfeld	Richard	Swanson	Robotics	50.00
Homecroft		Maurices	None	115.00
Lester Park		Maurices	None	210.00
Denfeld		Puglisi Classico LTD Inc	Debate	500.00
Denfeld	Mary & Jeff	Adams	Girls Swim	35.00
Denfeld	Nancy	McParlan	Hunter Hut	50.00
Denfeld		Catholic Charities Bureau	Orchestra	50.00
Denfeld		Beaners	Hunter Hut	85.00
Denfeld	Penelope	Dearth	Hunter Hut	100.00
Denfeld		Altec Hiline	Robotics	100.00
Denfeld		Nordic Waste Services Inc.	Robotics	200.00
Denfeld	Susan Coen	State Farm Agency	Robotics	500.00
Denfeld		Lake Superior Consulting	Robotics	1,000.00
Denfeld		Genesis Attachments	Robotics	500.00
		TOTAL		9,280.80

RESOLUTION

Authorized Student Activity Bank Account Signer

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

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

<u>District Building</u>	<u>Banking Institution</u>	<u>Account Number</u>	<u>Addition of Authorized Signer</u>	<u>Removal of Authorized Signer</u>
Area Lrng Center	DTCU	XXXX4		Jody LeBlanc
Congdon	North Shore	XXXXXX0		Jody LeBlanc
Denfeld	DTCU Western Nat'l	XXXX2 XXXXX4		Jody LeBlanc Jody LeBlanc
East	North Shore North Shore DTCU	XXXXXX9 XXXXXX2 XXXX6		Jody LeBlanc Jody LeBlanc Jody LeBlanc
Headstart	DTCU	XXXX0		Jody LeBlanc
Homecroft	DTCU	XXXX2		Jody LeBlanc
ISD709	MN Trust MN Liquid Asset Piper Jaffray MBS DTCU BMO Harris Bk Key Bank	XXXX8 XXXXX3 XXXXXXXXXXXT XXXXXXXXX9 XXXX3 XXXXXXXX7		Jody LeBlanc Jody LeBlanc Jody LeBlanc Jody LeBlanc Jody LeBlanc Jody LeBlanc Jody LeBlanc
Lakewood	North Shore	XXXXXX7		Jody LeBlanc
L MacArthur	Western Nat'l	XXXXXX2		Jody LeBlanc
Lester Park	DTCU	XXXX7		Jody LeBlanc
Lincoln Park	Park State Bank	XXXXXX0 XXXXXX5		Jody LeBlanc Jody LeBlanc

Lowell	DTCU	XXXX4	Jody LeBlanc
Merritt Creek	DTCU	XXXX0	Jody LeBlanc
MyersWilkins	DTCU	XXXX3	Jody LeBlanc
Ordean East	DTCU	XXXX1	Jody LeBlanc
Piedmont	DTCU	XXXXX4	Jody LeBlanc
Public School Stadium	DTCU	XXXX6	Jody LeBlanc
Stowe	DTCU	XXXX0	Jody LeBlanc
Woodland Hills	DTCU	XXXX1	Jody LeBlanc

RESOLUTION OF THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT
NO. 709 APPROVING OFFICIAL TERMS OF OFFERING FOR THE ISSUANCE OF GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2015B

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. A. Under and pursuant to the authority contained in Minnesota Statutes, Section 123B.59 and Minnesota Statutes, Chapter 475 (the "Act"), the District previously issued its \$59,235,000 General Obligation Alternative Facilities Bonds, Series 2008A, dated February 15, 2008 (the "2008 Bonds"), to finance repairs, renovations, replacements and equipment for various District sites and facilities, pursuant to the District's facilities plan adopted pursuant to Minnesota Statutes, Section 123B.59, and as authorized by a Resolution adopted by the School Board on January 29, 2008 (the "2008 Resolution").

B. Under and pursuant to the Act and Section 475.67, Subdivisions 1 through 12 of the Act, the District is authorized to issue and sell its general obligation refunding bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the District to be necessary or desirable for the reduction of debt service costs to the District or for the extension or adjustment of maturities in relation to the resources available for their payment.

C. The School Board hereby finds and determines that it is necessary and desirable, in order to reduce debt service costs, that the District issue, sell and deliver its general obligation refunding bonds, as hereinafter provided, for the refunding of the 2019 through 2028 maturities of the 2008 Bonds (the "2008 Refunded Bonds"), interest thereon through the redemption date and for the payment of the costs of issuance of the Bonds, as hereinafter described. The 2016 through 2018 maturities of the 2008 Bonds shall remain outstanding.

Section 2. The Bonds. The School Board hereby finds and determines it is necessary and desirable, in order to reduce debt service costs, that the District authorize the issuance of general obligation refunding bonds to refund the 2008 Refunded Bonds in an amount not to exceed \$49,000,000 plus an additional amount not to exceed two percent of the amount authorized to be issued, as permitted under Minnesota Statutes, Section 475.56. Due to present bond market conditions and expected premium bids, the District shall issue, sell and deliver its General Obligation Refunding Bonds, Series 2015B (the "Bonds"), in the approximate amount of \$46,435,000 which, together with estimated original issue premium, will provide for the refunding of the 2008 Refunded Bonds, interest thereon through the redemption date and payment of the costs of issuance of the Bonds.

Section 3. Official Terms of Offering. The District's administrative staff is hereby authorized and directed to work with PMA Securities, Inc., independent municipal advisor to the District, and Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel, to solicit bids and arrange for the sale of the Bonds in substantial compliance with the Notice of Sale attached hereto as Exhibit A. Due to a rapidly changing bond market, the Chief Financial Officer/Executive Director of Business Services, after consulting with the District's municipal advisor and bond counsel, is authorized to modify the terms of the Notice of Sale prior to accepting the bids. The bids shall be received by the Chief Financial Officer/Executive Director of Business Services or his designee from 9:45 a.m. through

10:00 a.m. central time on March 17, 2015, through MuniAuction and consideration for the award of the Bonds will be by the School Board at 6:30 p.m. central time on the same date.

Section 4. Repayment of Bonds. The form, specifications and provisions for repayment of the Bonds 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 Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds 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 Bonds 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 Bonds, or if, on the day two (2) business days prior to the date a payment is due on the Bonds, 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 Bonds 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.

NOTICE OF SALE

\$46,435,000*

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015B

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 receive bids via MuniAuction hosted by Grant Street Group (as more fully described below) for sale of \$46,435,000* General Obligation Refunding Bonds, Series 2015B (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 his designee, on Tuesday, March 17, 2015, as set forth below at the offices of PMA Securities, Inc., 770 North Jefferson Street, Suite 200, Milwaukee, Wisconsin 53202 (the "Financial Advisor"). Consideration of the bids for award of the sale will be by the School Board at a meeting at the District Offices beginning Tuesday, March 17, 2015 at 6:30 P.M.

BIDDING INSTRUCTIONS:

All bids must be submitted on the MuniAuction website at www.grantstreet.com beginning at 9:45 a.m. until 10:00 a.m. central time on March 17, 2015. No telephone, telefax or personal delivery bids will be accepted. The use of MuniAuction shall be at the bidder's risk and expense and the Issuer shall have no liability with respect thereto, including (without limitation) liability with respect to incomplete, late arriving and non-arriving bids. Any questions regarding bidding on the MuniAuction website should be directed to Grant Street Group (the "Auction Administrator") at (412) 391-5555 x 370.

Each bidder may change and submit bids as many times as it likes during the bidding time period; provided, however, each and any bid submitted subsequent to a bidder's initial bid must result in a lower TIC (as hereinafter defined) with respect to a bid, when compared to the immediately preceding bid of such bidder. In the event that the revised bid does not produce a lower TIC with respect to a bid, the prior bid will remain valid.

If any bid in the auction becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such bid was received by MuniAuction. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two minutes.

* 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.

The last valid bid submitted by a bidder before the end of the bidding time period will be compared to all other final bids submitted by others to determine the winding bidder or bidders.

During the bidding, no bidder will see any other bidder's bid, but bidders will be able to see the ranking of their bid relative to other bids (i.e., "Leader," "Cover," "3rd" etc.).

On the Auction page, bidders will be able to see whether a bid has been submitted.

Bidders must comply with the Rules of MuniAuction in addition to the requirements of this Notice of Sale. To the effect there is a conflict between the Rules of MuniAuction and this Notice of Sale, this Notice of Sale shall control.

A bidder submitting a winning bid ("Winning Bid") is irrevocably obligated to purchase the Obligations at the rates and prices of the Winning Bid, if acceptable to the Issuer, as set forth in this Notice of Sale. The Winning Bid is not officially awarded to the winning bidder until formally accepted by the Issuer.

Neither the Issuer, the Financial Advisor, nor the Auction Administrator is responsible for technical difficulties that result in loss of a bidder's internet connection with MuniAuction, slowness in transmission of bids, any other technical problems resulting in bid submission failure, or any computational or data entry errors associated with using MuniAuction.

If for any reason a bidder is disconnected from the Auction Page during the auction after having submitted a Winning Bid, such bid is valid and binding upon such bidder, unless the Issuer exercises its right to reject bids, as set forth herein.

Bids which generate error messages are not accepted until the error is corrected and the bid is received prior to the deadline.

Bidders accept and agree to abide by all terms and conditions specified in this Notice of Sale (including amendments, if any) related to the auction.

Neither the Issuer, the Financial Advisor nor the Auction Administrator is responsible to any bidder for any defect or inaccuracy in this Notice of Sale, amendments, or Preliminary Official Statement as they appear on MuniAuction resulting in bid submission failure, or any computational or data entry errors associated with using MuniAuction.

Only bidders who request and receive admission to an auction may submit bids. MuniAuction and the Auction Administrator reserve the right to deny access to the MuniAuction website to any bidder, whether registered or not, at any time and for any reason whatsoever, in their sole and absolute discretion.

Neither the Issuer, the Financial Advisor nor the Auction Administrator is responsible for protecting confidentiality of a bidder's MuniAuction password.

If two bids submitted in the same auction by the same or two or more different bidders result in the same TIC, the first confirmed bid received by MuniAuction prevails. Any change to a submitted bid constitutes a new bid, regardless of whether there is a corresponding change in TIC.

Bidders must compare their final bids to those shown on the Observation Page immediately after the bidding time period ends, and if they disagree with the final results shown on the Observation Page they must report them to MuniAuction within 15 minutes after the bidding time period ends.

Regardless of the final results reported by MuniAuction, the Obligations are definitively awarded to the winning bidder (the "Underwriter") only upon official award by the Issuer. If for any reason the Issuer fails to: (i) award the Obligations to the winner reported by MuniAuction, or (ii) deliver the Obligations to the Underwriter at settlement, neither the Issuer, the Financial Advisor nor the Auction Administrator will be liable for damages.

Bidders who submit a bid on the Auction Page by clicking the "Submit Bid" button must confirm that bid by checking the "Yes, Submit Bid" button on the Confirmation Page.

AWARD:

The Obligations will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis, at the rate or rates designated in said bid from the dated date to the respective maturity dates after deducting the premium bid. The TIC will be calculated as the rate which, when used in computing the present value of all payments of principal and interest to be paid on the Obligations (commencing on August 1, 2015, and semiannually thereafter), produces an amount on the date of the Bonds (expected to be April 16, 2015) equal to the purchase price set forth in the bid.

In the event of more than one bid specifying the lowest TIC, the Obligations will be awarded to the bidder whose bid was submitted first in time on the MuniAuction webpage.

The TIC of each bid will be computed by MuniAuction and reported on the Observation Page of the MuniAuction webpage immediately following the date and time for receipt of bids.

These TICs are subject to verification by the Financial Advisor and will be posted for information purposes only and will not signify an actual award of any bid or an official declaration of the Winning Bid. The Issuer or the Financial Advisor will notify the bidder to whom the Obligations will be awarded, if and when such award is made.

TYPE OF BID:

A bids for not less than \$45,970,650 (99% of par) nor more than \$50,149,800 (108% of par) plus accrued interest on the total principal amount of the Obligations shall be filed with PMA Securities, Inc. prior to the time set for the opening of the bids. The initial prices to the public for each maturity must be at least 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the maturity date. A good faith deposit (the "Deposit") in the amount of \$500,000 shall be provided to the Issuer by a wire transfer by the successful bidder payable to the Issuer (as instructed by the Issuer), no later than 3:30 p.m. Central time on Tuesday, March 17, 2015. In the event the successful bidder fails to provide the Deposit in accordance with the preceding sentence, the Issuer reserves the right to reject the successful bidder's bid.

No interest on the Deposit will accrue to the successful bidder. The Deposit will be applied to the purchase price of the Obligations. In the event the successful bidder fails to honor its accepted bid, the Deposit will be retained by the Issuer as liquidated damages.

BOOK-ENTRY SYSTEM:

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 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.

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.

AUTHORITY/PURPOSE:

The Obligations are being issued pursuant to Minnesota Statutes, Chapter 475, and Sections 475.67, Subdivisions 1 through 12, as amended. The Obligations will be issued to advance refund the 2019 through 2028 maturities of the District's General Obligation Alternative Facilities Bonds, Series 2008A, dated February 15, 2008 (the "2008 Refunded Bonds").

**DETAILS OF THE
OBLIGATIONS:**

The Obligations will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing

on August 1, 2015. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Obligation will mature on February 1 in the years and amounts* as follows:

2016	\$930,000	2023	\$4,350,000
2017	\$450,000	2024	\$4,440,000
2018	\$460,000	2025	\$4,580,000
2019	\$4,040,000	2026	\$4,720,000
2020	\$4,110,000	2027	\$4,875,000
2021	\$4,185,000	2028	\$5,030,000
2022	\$4,265,000		

The Issuer reserves the right, after the bids are opened and prior to award, to increase or reduce the principal amount of the Obligations or the amount of any maturity in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Obligations as that of the original proposal. Gross spread is the differential between the price paid to the Issuer for the new issue and the prices at which the securities are initially offered to the investing public.

Bids for the Obligations may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption as a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the bid must specify “years of Term maturities” in the spaces provided on the bid form.

INTEREST RATES:

All rates must be in integral multiples of 1/20th or 1/8th of 1%. All Obligations of the same maturity must bear a single uniform rate from date of issue to maturity.

REDEMPTION:

Obligations maturing on February 1, 2026 through 2028 are subject to redemption and prepayment at the option of the Issuer on February 1, 2025, and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Obligations subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the Issuer and if only part of the Obligations having a common maturity date are called for prepayment, the specific obligations to be prepaid shall be chosen by lot by the Bond Registrar.

SECURITY:

The Obligations will be general obligations of the Issuer for which the Issuer will pledge its full faith and credit and taxing power to levy direct ad valorem taxes for payment of the principal of and interest on the Obligations when due.

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 April 16, 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.

**BOND INSURANCE AT
PURCHASER'S OPTION:**

The Issuer has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Obligations. If the Obligations qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Obligations shall not constitute failure or refusal by the successful bidder to accept delivery of the Obligations.

**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 Continuing Disclosure Undertaking to provide, or cause to be provided, annual reports and notices of certain events, as required by SEC Rule 15c2-12. The successful bidder's obligation to purchase the Obligations will be conditional upon receiving evidence of this undertaking at or prior to delivery of the Obligations.

**BANK QUALIFIED TAX-EXEMPT
OBLIGATIONS**

The Issuer WILL NOT 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: February 24, 2015

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 – January 2015

For your information, the Superintendent or the Director of Business Services has signed the following contracts, during the month of January 2015:

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Crystal Hintzman	\$4,750.00	General	Math Expressions Professional Development
Staci Gilpin	2,250.00	General	School Improvement Plan Priorities
Spirit of the Lake	3,800.00	Transp	Transportation Reimbursements
Kathy Bogen	500.00	Grant	BCBS –Addressing Social Detriments to Health
Kathy Bogen	500.00	Grant	BCBS –Addressing Social Detriments to Health
Myers-Wilkins Community School Collaborative	810.00	Grant	BCBS –Addressing Social Detriments to Health
Avalon Educational Institute	1,400.00	OEE	Martial Arts Demonstration
Building Blocks	1,440.00	Spec Serv	Student Services – IEP
Follett	20,412.21	General	Destiny Resource Management
Dr. David Swenson	500.00	Spec Serv	Positive Intervention Training
GrayHall LLP	1,000.00	Grant	BCBS –Addressing Social Detriments to Health
LHB, Inc.	3,000.00	Facilities	Central High Land Title Services
NAACP – Duluth Branch	1,000.00	OEE	MLK Holiday Events

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of August, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Crystal Hintzman, 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 October 2014, and shall remain in effect until May 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.** Contractor will provide invoices at two times. Invoices will be sent at the following intervals:
 - A) Initial Invoice: December 2014
 - B) Second Invoice: May 2015

Note: Contractor will lead the sessions noted on the attached math professional development plan and coordinate all efforts with Principal Gerdes.

3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Contractors Insurance Policy;
 2. Supplementary Conditions and Insurance Requirements; and
 3. Any other documents identified by the District.
4. **Background Check .** (Applies to contractors working independent with students)

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

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 4,750. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

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

9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Becky Gerdes, ISD 709, Duluth Public Schools, 215 North 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 in care of Crystal Hintzman, 1622 North 70th Street, Superior, Wisconsin 54880.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Becky Gerdes

Becky Gerdes, Elementary Principal

Bill Hanson

Bill Hanson, Director of Business Service

CONTRACTOR Crystal Hintzman

Taxpayer Identification Number ~~██████████~~

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2014, and shall remain in effect until October 31, 2014 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Weekly planning meetings with Becky Gerdes to support School Improvement Plan priorities (PBIS, PLCs, Literacy, and Math).

30 hours x \$75 an hour = \$2,250

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

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

4. **Background Check.** (Applies to contractors working independent with students)

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

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,500.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

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

9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Becky Gerdes, ISD 709, Duluth Public Schools, 215 North 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 care of Staci Gilpin, 2426 W. 15th St., Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


INDEPENDENT SCHOOL DISTRICT NO. 709

Becky Gerdes
Becky Gerdes, Elementary Principal

Bill Hanson
Bill Hanson, Director of Business Service

CONTRACTOR

Staci Gilpin
Staci Gilpin

Taxpayer Identification Number - 

SPIRIT OF THE LAKE
 Guidelines for
TRANSPORTATION REIMBURSEMENT
 2014- 2015

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

$$\underline{\hspace{2cm}} \text{ days X } \underline{\hspace{2cm}} \text{ miles X } 30 \text{ Cents per mile} = \text{reimbursement.}$$
 (Round trip from home to school)
3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2014 - 2015 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 5, 2015.

SPIRIT OF THE LAKE

BY *Joe Pospisil*
 Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY *A. K. Hanson*
 Director of Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of October, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Bogen, 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:

Whereas, the District, has been awarded a \$75,000 grant (the "Grant") through the Blue Cross Blue Shield of Minnesota Foundation for the purpose of implementing a school and community partnership entitled "Addressing the Social Determinants to Health" (the "Project").

Whereas, the District, acting as fiscal agent of the Project, entered into a Memorandum of Understanding (MOU), as evidenced in Exhibit A of the Grant, with the above named Contractor to provide programs and or services awarded under the Grant.

Now therefore, in consideration of the foregoing, and of the mutual promises and covenants herein, the parties agree to the following terms and conditions of this agreement:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 9th 2014 and shall remain in effect for a period of 1 week ending October 16th 2014.

2. **Performance.** Performance under this agreement, as defined in the Memorandum of Understanding, shall be subject to the Contractor providing, and the District receiving, the following documentation evidencing the Contractor's:

- Workshop Outline and materials

3. **Background Check .** Provided the Contractor and or the Contractor' staff will be working independently with students, the Contractor is subject to compliance with the District's policy on said background checks.

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 the Contractor and 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.

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

be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kathy Bogen, 501 East 11th Street, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

Chair

Consultant
Title

Clerk

Title

Kath A. Bogen

Contractor

SSN

W. C. Hanson

Director of Business Service

Katharine S. Bogen, MA
Strengths-based Educator, Facilitator, Consultant
501 East 11th Street, Duluth, MN 55805
kathybogen@msn.com 218.940.1593

Invoice

Description:

Plan and co-lead ISD #709 staff development workshop on October 16th 2014 at East High School Topic: *Best Practices in Parent and Community Engagement* Outline attached.

Fee: \$500

Thank you for this opportunity.

All the best,

Katharine S. Bogen, MA

Object code: 04 585 005 077 000 130500

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Bogen, 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:

Whereas, the District, has been awarded a \$75,000 grant (the "Grant") through the Blue Cross Blue Shield of Minnesota Foundation for the purpose of implementing a school and community partnership entitled "Addressing the Social Determinants to Health" (the "Project").

Whereas, the District, acting as fiscal agent of the Project, entered into a Memorandum of Understanding (MOU), as evidenced in Exhibit A of the Grant, with the above named Contractor to provide programs and or services awarded under the Grant.

Now therefore, in consideration of the foregoing, and of the mutual promises and covenants herein, the parties agree to the following terms and conditions of this agreement:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1, 2015 and shall remain in effect for a period of 1 month ending January 31, 2015.
2. **Performance.** Performance under this agreement, as defined in the Memorandum of Understanding, shall be subject to the Contractor providing, and the District receiving, the following documentation evidencing the Contractor's:
 - Project Budget & Timeline (detailed)
3. **Background Check .** Provided the Contractor and or the Contractor' staff will be working independently with students, the Contractor is subject to compliance with the District's policy on said background checks.

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 the Contractor and 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

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

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Whereas, the District, acting as fiscal agent of the Project, entered into a Memorandum of Understanding (MOU), as evidenced in Exhibit A of the Grant, with the above named Contractor to provide programs and or services awarded under the Grant.

Now therefore, in consideration of the foregoing, and of the mutual promises and covenants herein, the parties agree to the following terms and conditions of this agreement:

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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 the Contractor and 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

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Social Security Number (SSN) used in the enforcement of Federal and State tax laws. The SSN 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 SSN is provided.

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

- a. Payment shall be made by the District, monthly, quarterly, or as mutually agreed upon in writing and within 30 days of submission of a proper invoice by the Contractor;
 - 1) **Advance:** Where circumstances dictate, and upon sufficient evidence in support of, an advance of funds under this contract shall be available to said Contractor in an amount not to exceed 25% of the contracted amount.
- 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 Superintendent,

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 care of Kathy Bogen, 501 East 11th Street, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

Chair

Consultant
Title

Clerk

Title

Kathy D. Bogen

Contractor

~~XXXXXXXXXX~~

SSN

W. C. Hanson

Director of Business Service

Work Plan for Addressing the Social Determinants of Health Kathy Bogen January 2015

Task	Description	Timeline	Deliverable(s)	% of \$500 budget
Facilitate logistics for LPMS Staff Retreat. Retreat focus will be on integrating school culture with findings of Parent and Youth Focus Groups.	Meet with LPMS Principal, GrayHall Consultants, and others to plan retreat.	January 6-23	Well attended successful workshop with notes to document.	25%
Facilitate logistics for M-WCSC Staff Retreat. Retreat Focus will be on integrating community/school culture with findings of Parent and Youth Focus Groups.	Meet with M-WCSC Director and Principal to plan retreat.	January 6-23	Well attended successful workshop with notes to document.	25%
Ensure DVD and other materials publicizing project are distributed and presented to stakeholders.	Meet with School Board Education Committee, LISC At-Home group, and LPMS/M-WCSC to view DVD and facilitate discussion about implications of what has been learned/application into future practice.	January 6-30	Documentation of meetings and outcomes.	25%
Finalize Report and future partnership plan.	Meet with Health Equity project partners for wrap-up discussion and details concerning report and sharing what has been learned in our community/how this can be applied in addressing Health Equity in broader contexts within our agencies and schools.		Documentation of meetings and outcomes.	25%

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Myers-Wilkins Community School, an independent contractor, hereinafter called Contractor. Collaborative

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 January 7th 2015, and shall remain in effect until January 23rd 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)

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 \$ 810-00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 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 _____ (mailing address including Zip Code) _____.

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

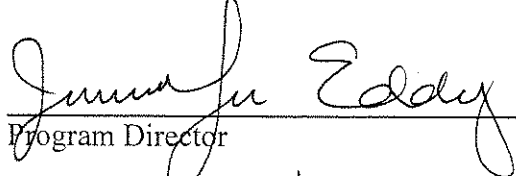
CONTRACTOR

Chair

Title

Clerk

Title



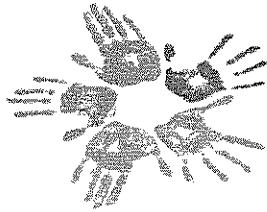
Program Director



Taxpayer Identification Number



Director of Business Service



MYERS-WILKINS COMMUNITY SCHOOL COLLABORATIVE

INVOICE

December, 30th 2014

To: ISD # 709
215 N. First Ave. E.
Duluth, MN 55802

Date	Description	Amount
5/21/2014	<p>This invoice is for work completed on the Blue Cross Blue Shield grant: Social Determinants of Health (or Health Equity Grant for short) . . .</p> <p>For Reimbursement to Myers-Wilkins Community School Collaborative:</p> <p>Jen Eddy and Rachel Thapa - Strategic planning and training development Jen Eddy \$21.85/hr. x4 hrs. Rachel Thapa \$18.50hr. x4 hrs.</p> <p>Jen Eddy - Meet with MW teachers, specialists and staff working with professional development. \$21.85/hr. X 8 hrs/session X 2 sessions</p> <p>Jen Eddy - Facilitate parent planning meetings. \$21.85/hr. X 3hrs X 2 sessions</p> <p>Food, paper products for staff meetings and parent Groups - 4 sessions.</p> <p>Ann Shannon – Prepare meals for Parent Groups @ \$10/hr X 4 hrs X 2 sessions</p> <p>Transportation for families to planning groups</p>	<p>160.00</p> <p>\$350.00</p> <p>\$130.00</p> <p>\$50.00</p> <p>\$80.00</p> <p>\$40.00</p>
	TOTAL	\$ 810.00

Remit to: Myers-Wilkins Community School Collaborative

AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of December, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Avalon Educational Institute, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 23, 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.** Contractor will provide demonstrations of Martial Arts at various schools throughout the district. Schools include:

- Ordean East Middle School
- Other locations and performance dates are to be determined.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,400.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

7. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing

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

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

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

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

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

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

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

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

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

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

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

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract

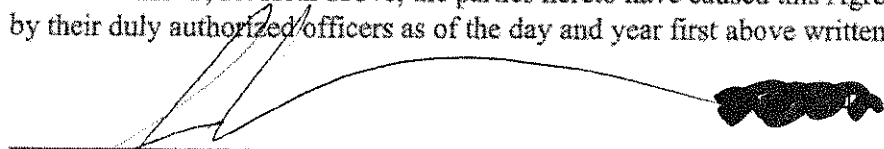
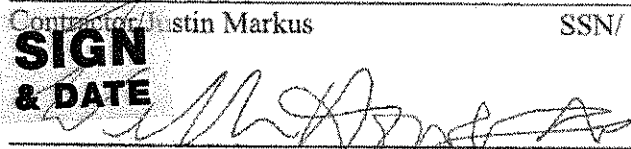

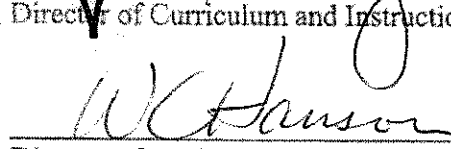
until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

	
Contractor/Justin Markus	SSN/ Tax Identification Number
SIGN & DATE	1/5/15 Date
	
Principal Director	1/5/15 Date
	
Director of Curriculum and Instruction	4/5/15 Date
	
Director of Business Service / Superintendent of Schools	1/8/15 Date

Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **December 1, 2014** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Building Blocks** (hereafter referred to as the AGENCY) witnesses that: WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for **4 hours** a day **3 days** per week
2. The AGENCY shall perform these services at: **4402 Haines Road.**
3. The approximate date the service will begin is **December 1, 2014**, and shall not extend beyond June 4, 2015; the contract not to exceed a total of **25 weeks** of service and a total cost up to **\$1440.00**
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED: Holly Petrich
Building Blocks Learning Center
Name of Agency

By Holly Petrich Authorized Agent
January 7, 2015
Date

INDEPENDENT SCHOOL DISTRICT #709

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

Date 1/8/15

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Laura Fedrickson
Director

Date 1-07-15



January 12, 2015

Dale Nielsen
Systems Specialist/Database
Duluth Independent School District 709
215 N 1st Ave E
Duluth, MN 55802

Dear Dale Nielsen:

Follett School Solutions is pleased to present the enclosed Amendment to your **Destiny® Resource Management™** agreement.

In order for us to ensure your migration to the Follett Hosted Service completes smoothly, please provide us with the information listed below. This will ensure your migration will occur when it is planned.

- An authorized representative of your District needs to **sign page 6**.
- Please fax or scan/email **ALL PAGES** (with the exception of the Acknowledgement of Delivery, if attached) of the signed amendment and your **Purchase Order** to the attention of the sales representative listed below at the corresponding fax number/email address.
- Please include with your fax/email the **name and mailing address** of the person to whom Follett should return a copy of the fully executed amendment if needed.

We look forward to a successful migration to the Follett Hosted Service and we appreciate your decision to partner with Follett.

Sincerely,

Debbie Kusz
Inside Sales Consultant - Technology
Phone: 800-323-3397 Ext. 7425
Fax: 815-578-5425
dkusz@Follett.com



Amendment C
Destiny® Resource Management™ Agreement
 Quote # 896533-4
 Customer # 2220580
 January 12, 2015

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Duluth Independent School District 709 ("you") in Duluth, MN dated March 9, 2007 (the "Agreement") is effective January 12, 2015. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until March 23, 2015.

Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

<i>Solution Summary</i>	
<i>The total dollar amount included in this Amendment is</i>	\$20,412.21
Products Added to Follett Destiny Solution Agreement	
Follett Hosted Service Year One	
Migrate Existing Database(s) to Follett Hosted Service	
<i>PN251: Migrate to Hosted and Upgrade to Current Version Promotion: Acknowledgement of Delivery must be received by Follett on or before March 23, 2015.</i>	
<ul style="list-style-type: none"> ▪ Migration of your existing data to the Follett Hosted Service. <ul style="list-style-type: none"> ○ Migration of one (1) Destiny database(s) for fourteen (14) license(s) of Library Manager to the Follett Hosted Service. ○ Migration of one (1) Destiny database(s) for four (4) license(s) of Textbook Manager to the Follett Hosted Service. 	
Migration to the Follett Hosted Service includes:	
<ul style="list-style-type: none"> ▪ Project Management: coordination of tasks and timeline to migrate from customer-hosted servers to Follett-hosted servers. ▪ Implementation: migration of the Destiny database from customer-hosted servers to Follett-hosted servers. ▪ Technical Training: brief technical training on the Follett Hosted Service. ▪ Server maintenance and support 	
Additional information regarding the migration service, and additional terms associated with the Follett Hosted Service, are contained in this document.	
Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal.	



mc
1/13/15

Amendment C
Destiny® Resource Management™ Agreement
 Quote # 896533-4
 Customer # 2220580
 January 12, 2015

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Duluth Independent School District 709 ("you") in Duluth, MN dated March 9, 2007 (the "Agreement") is effective January 12, 2015. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until March 23, 2015.

Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

<i>Solution Summary</i>	
<i>The total dollar amount included in this Amendment is</i>	\$20,412.21
Products Added to Follett Destiny Solution Agreement	
Follett Hosted Service Year One	
Migrate Existing Database(s) to Follett Hosted Service	
<i>PN251: Migrate to Hosted and Upgrade to Current Version Promotion: Acknowledgement of Delivery must be received by Follett on or before March 23, 2015.</i>	
<ul style="list-style-type: none"> ▪ Migration of your existing data to the Follett Hosted Service. <ul style="list-style-type: none"> ○ Migration of one (1) Destiny database(s) for fourteen (14) license(s) of Library Manager to the Follett Hosted Service. ○ Migration of one (1) Destiny database(s) for four (4) license(s) of Textbook Manager to the Follett Hosted Service. 	
Migration to the Follett Hosted Service includes:	
<ul style="list-style-type: none"> ▪ Project Management: coordination of tasks and timeline to migrate from customer-hosted servers to Follett-hosted servers. ▪ Implementation: migration of the Destiny database from customer-hosted servers to Follett-hosted servers. ▪ Technical Training: brief technical training on the Follett Hosted Service. ▪ Server maintenance and support 	
Additional information regarding the migration service, and additional terms associated with the Follett Hosted Service, are contained in this document.	
Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal.	

Follett Hosted Service Year One

- **Destiny Library Manager™ - Student Engagement Package Hosted Service for year one for fourteen (14) location(s)**
 - Alliance Plus
 - Universal Search
 - One Search
 - TitlePeek
 - Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management tool
- **Destiny Textbook Manager™ Hosted Service for year one for four (4) location(s)**
 - Online access to over 800,000 textbook title records
 - Online documentation and Help
 - Note: Textbook Manager is designed specifically as a tool for District/School textbook management

Follett Hosted Service Additional Products or Services

Additional Services

- **Destiny Upgrade-Three or More Upgrades to Current Version**

Prepaid Support for Five (5) Month(s)

- **Destiny Library Manager - Student Engagement Package for fourteen (14) location(s)**
 - Alliance Plus
 - Universal Search
 - One Search
 - TitlePeek
 - Online documentation and Help
- **Destiny Textbook Manager for four (4) location(s)**
 - Online access to over 800,000 textbook title records
 - Online documentation and Help

Data conversion and data enhancement services costs are not included.

All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.

All pricing is listed in United States dollars.

To the extent allowable by law, this Amendment is strictly confidential.

It is the customer's responsibility to provide written verification of the Follett Hosted Service Solution delivery immediately following the System Setup via the Acknowledgement of Delivery document (AOD).

You agree to make the following payments related to the purchase outlined in this Amendment. These payments include purchase price, estimated taxes, estimated shipping and handling, and any applicable interest.

Follett Destiny® Solution Payment Plan

<i>First Payment Net 30 Days</i>	<i>Second Payment Due by: July 1, 2015</i>
\$5,279.39	\$15,132.82

**An estimated credit in the amount of \$5,279.39 will be applied to your Total for your unused support. This credit is based on implementation of your Follett Destiny Solution on January 29, 2015.

<p><i>Annual Licensing and Maintenance Costs After Seventeen Month(s) *</i></p> <p>Follett Hosted Service</p> <ul style="list-style-type: none"> ▪ Destiny Textbook Manager for continued access to and support of the Follett Hosted Service for four (4) location(s) <ul style="list-style-type: none"> ○ Online access to over 800,000 textbook title records ○ Online documentation and Help ○ Note: Textbook Manager is designed specifically as a tool for District/School textbook management ▪ Destiny Library Manager - Student Engagement Package for continued access to and support of the Follett Hosted Service for fourteen (14) location(s) <ul style="list-style-type: none"> ○ Alliance Plus ○ Universal Search ○ One Search ○ TitlePeek ○ Online documentation and Help ○ Note: Library Manager is designed specifically as a Library management tool ▪ District Technical Support includes: <ul style="list-style-type: none"> ○ Toll-free telephone technical support for designated Customer contacts ○ 24/7 customer Web Portal, with searchable online knowledge base ○ Unlimited email support ○ Training toolkits (lesson plans, quick reference guides, and videos) ○ Product updates <p>This new pricing will be reflected in your next annual renewal fee.</p>	
Total Annual Licensing and Maintenance Costs:	\$14,056.40

*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to continue to receive access to the Follett Hosted Service. Otherwise Follett reserves the right to turn off the Services.

Migration Services

Migration services support moving your Destiny database(s) to the Follett Hosted Service, and provide your district with configured access to your Destiny software via a Web site address (URL).

Follett is responsible for providing the following processes and activities related to this service:

- Backup the Destiny database
- Verify product version of the existing installation
- Upload Destiny and database files to Follett hosted environment
- Verify installation with customer, and supply Destiny URL.

All services are delivered remotely.

Customers are required to provide the following activities related to this service:

- Any required Destiny upgrades to match Follett hosted product level.
- Delete old job summaries from Job Manager
- Remote access to the Destiny/SQL server(s) of the existing server environment
- Provide login information to the Destiny installations and the SQL Administrator (sa) user(s).

There are some services that Follett will not perform for your district:

- Follett will not install any hardware or software at your district or schools.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running to support the service. This includes all routers and Wide Area Network links.

Digital Resource Limit

Digital content that is uploaded and cataloged is limited to 1 GB per Destiny database (for district if the Destiny database serves a multi-school district; or individual school, if the database is limited to a specific school). If at any time you exceed this limit and wish to purchase additional space, you may do so at an additional cost of \$5.00 per GB annually.

Student Interoperability Framework (SIF)

Follett Destiny Solution is a SIF-certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (www.kimonocloud.com).

By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.

Duluth Independent School District 709

Signature: _____
Print Name: _____
Title: _____
Address: 1340 Ridgeview Drive
McHenry, IL 60050

Date: _____

Signature: WCHanson
Print Name: BILL HANSON
Title: CFO
E-mail Address: _____
Address: _____

Date: 01/16/15

1. An authorized representative of your District needs to **sign above**.
2. Please fax **ALL PAGES** (with the exception of the Acknowledgement of Delivery, if attached) of the signed amendment and your **Purchase Order** as instructed on the cover letter.
3. Please include with your fax the **name and mailing address** of the person to whom Follett should return a copy of the fully executed amendment if needed.

Additional Terms and Conditions

1. Nature of the Transaction. Follett School Solutions, Inc. ("Follett") agrees to sell and license to the School District first named in this Agreement ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in this Agreement (collectively referred to as the "Destiny Solution" or "Solution").

2. License. Upon commencement of the hosting services provided under the Agreement, Customer will be licensed to use the Destiny™ software (the "Software") according to the Follett School Solutions, Inc. Product Licensing Terms, incorporated into this Agreement by reference and available at the following URL: <http://www.follettsoftware.com/files/fsc/file/cms/DestinyLicense.pdf>. The license shall be subject to the Term stated in Section 12 below. In the event of a conflict between the terms of this Agreement and the Follett School Solutions, Inc. Product Licensing Terms, the terms of this Agreement shall govern. Access or use of certain additional or special features of Destiny, including but not limited to Universal Search, requires that Customer maintains current Follett School Solutions, Inc. support services.

3. Hosting. Follett will provide to Customer those hosting services more particularly described in the SOW ("Hosted Services"). Follett may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosting Services to any new facilities or relocate the personnel, equipment, and other resources used in providing Hosting Services. Follett will backup the Customer's database at the Follett Hosting Center daily and will store the backup in accordance with industry standards.

4. Service Levels. The Follett Hosting Service is provided 24 hours per day, 7 days per week. Follett shall provide the following service levels for the Hosting Service:
98% up-time, Monday through Friday during the hours of 6 a.m. to 6 p.m. (US Central Time) ("Up-time").

5. Security. Follett agrees to employ commercially reasonable security measures that comply with all applicable federal and state laws and regulations regarding data security and privacy for provision of the Hosted Service. Except as expressly provided in this Section, neither Follett nor its successors or assigns shall have any liability for the breach of its security measures or the integrity of the Hosting Services, unless caused by the willful misconduct of Follett, its employees or subcontractors.

6. Third Party Equipment and Software. Unless otherwise indicated in the SOW, Follett will be responsible for the purchase of, and entering into appropriate licensing agreements concerning, any third party equipment and software necessary for the performance of the Hosted Service. Ownership and/or licenses for the third party equipment and software shall be in the name of Follett.

7. Customer Responsibilities. In addition to any other duties and obligations set forth in this Agreement, Customer will undertake the following responsibilities at Customer's sole cost and expense:

- (a) Completion of any Customer requirements set forth in the SOW
- (b) Provision and continuous operation of all communication lines, parts, modems, interface equipment and workstations as necessary or reasonably appropriate for use and maintenance of the network capacity between Customer facilities and the hosted system;
- (c) Cooperation with and assistance to Follett with the transition to the Hosted Service;
- (d) Inspection and review of all reports and other output provided by Follett and notification to Follett of any incorrect reports or output within three business days after its receipt (or other mutually agreed upon time frame);
- (e) Training of appropriate Customer personnel to properly prepare input for and to effectively utilize output from the hosted system; and
- (f) Cooperation with Follett by, among other things, making available as reasonably requested management decisions, information, approvals, and acceptances in order that Follett may properly accomplish its obligations and responsibilities under this Agreement.

8. Payment. Customer will make payments for the quoted price of the Software according to the Payment Schedule in this Agreement. On-time payments prior to term expiration are required for annual licensing to use the Follett Hosted Service.

9. Ownership. All Customer Personally Identifiable Information and other data received by Follett from Customer (collectively, "Customer Data") will remain Customer's property, and upon the termination of this Agreement for any reason, the Customer will be provided an opportunity to export catalog and patron data in a reasonable timeframe, not to exceed 120 days past termination date. Follett shall terminate the Customer's access to the Follett hosted service and destroy the Customer Data after the customer's timeframe to export data has passed. Follett may use aggregate data from schools or districts for marketing purposes. Follett shall own all intellectual property rights, including copyright, trademark, patent and trade secret rights in and to the Software, and this Agreement shall not be construed as a transfer of any right, title or interest in the Software.

10. License. During the term of this Agreement, Customer grants to Follett the limited, nonexclusive right and license to copy, display, perform, modify and otherwise use (and permit others to use) any Customer Data solely for the purpose of rendering the Services to Customer.

11. Delays. Follett is not responsible for any failure to provide Hosting Services if such failure is caused by changes to the format of the Customer Data, changes to Customer's equipment or software, or Customer's delay or failure in the performance of customer responsibilities.

12. Service Term. The term of the Service shall be one (1) year with automatic renewal, unless either party terminates in writing at least sixty (60) days prior to expiration of the current term. Prices will not change for the first two (2) years of the agreement. Follett will notify Customer at least 90 days in advance of any price changes beyond the initial two (2) years of service.

13. Effect of Termination. Sections 9, 14, 15, 16, 17 and 20 shall survive any termination of this Agreement. At any time prior to termination, Customer may export Customer's data using the Software. Customer will not be entitled to any refunds of payments unless the Customer purchases the customer-hosted version of Destiny for all sites using the Follett Hosting Service. Customers can migrate to a district-hosted version of Destiny by paying a migration fee and purchasing district-hosted licenses for the Destiny software.

14. Limited Warranties. Follett warrants, for the benefit of Customer only, that the third party equipment purchased under this Agreement will conform in all material respects to the specifications supplied by the manufacturer and shall be free of material defects. Follett's sole obligation and Customer's exclusive remedy for any defect or nonconformity in the equipment will be Follett's cooperation with Customer to provide it with the benefit of any warranty and support commitment of the third-party manufacturers and suppliers of the equipment. Follett warrants that the services provided under the attached SOW will be performed using generally accepted industry standards and practices and in compliance with all applicable state, federal, municipal or local educational institution codes. Follett's limited warranty covering the Software is set forth in the Follett School Solutions, Inc. Product Licensing Terms.

15. DISCLAIMER OF WARRANTY. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE). CUSTOMER ACKNOWLEDGES THAT FOLLETT IS NOT THE MANUFACTURER OF THE EQUIPMENT AND EXPRESSLY WAIVES ANY CLAIM AGAINST FOLLETT BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S), ANY DEFECTS OR ANY NONCONFORMANCE OF THE THIRD PARTY EQUIPMENT WITH ITS SPECIFICATIONS, OR FOR ANY INDEMNITY AGAINST ANY CLAIM MADE BY ANY THIRD PARTY AGAINST CUSTOMER.

16. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOLLETT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOLLETT'S TOTAL LIABILITY FOR ANY CLAIMS BROUGHT BY CUSTOMER REGARDING THE PRODUCTS AND SERVICES IS LIMITED TO THE AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER DURING THE TWELVE MONTHS PRECEDING CUSTOMER'S NOTICE OF THE CLAIM TO FOLLETT. THIS SECTION WILL NOT APPLY TO LIMIT FOLLETT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

17. Indemnification. Follett agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, attorneys and assigns, against any third party claims, demands, actions, arbitrations, losses and liabilities resulting from any injury, death or damage to property, caused by Follett's employees or subcontractors in performing the obligations under this Agreement. Follett shall maintain liability insurance sufficient to fulfill its obligations under this Section and shall submit proof of such insurance to Customer upon request. Such insurance may not be changed by Follett in a manner that would lessen the protection provided to Customer during the term of this Agreement without Customer's prior written consent.

18. Publicity. During the term of this Agreement, Follett and its affiliates shall have the right to use the customer name and profile in Follett's marketing materials in any media.

19. Assignment. This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.

20. Applicable Law. This Agreement shall be construed under the laws of the State of Illinois, exclusive of its choice of laws provisions.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior or present understandings, either verbal or written, regarding the subject matter. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.

**Duluth Public School District
AND
Dr. David Swenson**

AGREEMENT FOR PURCHASE OF SERVICE FOR INSERVICE on AUGUST 17, 2014

The following is an Agreement between Dr. David Swenson, (hereafter referred to as The CONSULTANT) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective from August 1-30, 2014.

1. **The CONSULTANT Agrees:**

- A. Services provided by the CONSULTANT will be for the purpose of presenting at the in-service, "Positive Intervention Training for Educational Staff Dealing with Disruptive Behaviors" on August 17, 2014.

2. **The DISTRICT Agrees:**

- A. To pay the CONSULTANT a fee of \$500 for in-person presentation from 8:00-10:00 a.m. on August 17, 2014. Fee includes preparation hours. Total amount to be paid will be \$500.

CANCELLATION

This agreement may be cancelled by the CONSULTANT or the DISTRICT at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work performed to the DISTRICT satisfaction.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

STATE AUDIT

The books, records, documents and accounting procedures of the contractor and its employees relevant to this agreement must be made available by the state for a minimum of 6 years from the end of the agreement.

LIABILITY

The CONTRACTOR agrees to indemnify, save and hold the district/agency, its employees harmless from any and all claims or causes of action, including attorneys fees incurred arising from the performance of this agreement by the contractor and its agents or employees.

Dr. David Swenson

August 18, 2014

David Swenson

Contractor signature

Duluth Public Schools, ISD 709

W. Hanson

District signature

1/27/15

Date Signed

Title CFO

AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of January, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and GrayHall LLP, 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 1/12/15, and shall remain in effect until 2/12/15, 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)

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 \$ 1,000.00. 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 _____, 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 _____ GrayHall LLP, 1213 Summit Avenue, Saint Paul, MN 55105.

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

Karen Gray


Chair

Title

Clerk

Senior Partner
Title

Program Director


Taxpayer Identification Number

WC Hanson
Director of Business Service

MC

Lincoln Park Middle School
Teachers/Staff Workshop

January 22, 2015
3:30 – 5:30 p.m.

Objectives:

- Inform Lincoln Park Middle School teachers and staff about the Blue Cross/Blue Shield project and its impact for Lincoln Park
- Inform Lincoln Park Middle School teachers and staff of the results from parent and youth focus groups
- To determine from teachers and staff their opinion of issues that should be addressed at the school, going forward
- To determine where all 3 sets of stakeholders (parents, youth, teachers/staff) agree on priority issues for Lincoln Park.

Time	Activities	Who's Responsible
3:30 – 3:40 p.m.	Introductions	All
3:40 – 3:50 p.m.	Overview of Blue Cross Blue Shield project	Kathy Bogen
3:50 – 4:10 p.m.	Overview of parent and youth focus group findings	Karen Gray and Nora Hall, Ph.D., GrayHall LLP
4:10 – 4:30 p.m.	Teacher/Staff opinions on issues for Lincoln Park	All
4:30 – 4:50 p.m.	Teacher/Staff priorities for addressing issues for Lincoln Park	All
4:50 – 5:20 p.m.	Next Steps – What should happen next? <ul style="list-style-type: none"> ▪ Building Leadership? ▪ Parent Action Council? ▪ Future meetings/updates? ▪ What do teachers/staff need to have in place to be active participants going forward? 	All
4:20 – 5:30 p.m.	Wrap-Up/ Closing Comments/Adjourn <ul style="list-style-type: none"> ▪ Meeting Notes 	All

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: January 9, 2015

Re: Alta/ACSM Land Title Surveying Services – Central High School Site – LHB, Inc.

Attached please find two copies of the Agreement between Independent School District #709 and LHB, Inc. for Alta/ACSM land title survey services at the Central High School site located at 800 East Central Entrance. The total estimated cost for these services is \$3,000.00.

I am recommending approval of the Agreement with LHB, Inc. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments





**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

January 8, 2015

Kerry Leider
Property & Risk Manager
Duluth Public Schools, ISD 709
215 North 1st Avenue East
Duluth, MN 55802

**AGREEMENT FOR ALTA/ACSM LAND TITLE SURVEYING SERVICES
CENTRAL HIGH SCHOOL SITE**

Thank you for the opportunity to provide you an ALTA/ACSM land title survey of your property located at 800 East Central Entrance, Duluth, Minnesota. The survey will be based upon the following scope of work and assumptions below.

Scope of Services

1. Items 1, 2, 3, 4, 5, 6a, 8, 11b and 19 of the attached Table A.

Compensation

Compensation shall be for a stipulate sum of \$3,000, including reimbursable expenses.

Payments are due and payable upon receipt of LHB's invoice. Unpaid balances thirty days after invoice date shall bear interest at the rate of 12% annually.

If there is a material change in circumstances or conditions that affect scope of work, schedule, allocation of risks or other terms, LHB shall notify the Owner and the Owner and LHB shall promptly and in good faith enter into negotiation to address the changed conditions including equitable adjustment to compensation.

Fees for any additional services will be based upon LHB's Standard Hourly Rates.

Schedule

LHB is prepared to proceed with the work upon receipt of a signed copy of this Agreement.

Consequential Damages

LHB and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Project or Agreement.

Limit of Liability

To the maximum extent permitted by law, the Owner agrees to limit LHB's liability for the Owner's damages to the sum of Ten Thousand Dollars (\$10,000) or the amount paid to LHB, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

The laws of the State of Minnesota shall govern this Agreement.

21 West Superior Street, Suite 500	:	Duluth, MN 55802	:	218.727.3446
401 Washington Avenue North, Suite 200	:	Minneapolis, MN 55401	:	612.338.2029
65 East Second Street, Suite 150	:	Superior, WI 54880	:	715.392.2902

Page 2
January 8, 2015

If the terms and conditions of this Agreement are acceptable, please sign and return a copy to Cheryl Rouse at cheryl.rouse@lhbcorp.com.

Please contact Paul Vogel at 218.279.2275 or paul.vogel@lhbcorp.com with any questions.

LHB, Inc.



(Authorized Signer)

Kevin C. Holm, Principal
(Printed Name/Title)

January 8, 2015
(Date Signed)

Duluth Public Schools, ISD 709



(Authorized Signer)

Bill Hanson, CFO
(Printed Name/Title)

1/14/15
(Date Signed)

Attachment: ALTA/ACSM Land Title Survey Table A

c: Kevin Holm, LHB
LHB File

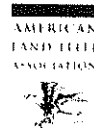
TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The items of Table A must be negotiated between the surveyor and client. It may be necessary for the surveyor to qualify or expand upon the description of these items (e.g., in reference to Item 6(b), there may be a need for an interpretation of a restriction). The surveyor cannot make a certification on the basis of an interpretation or opinion of another party. Notwithstanding Table A Items 5 and 11(b), if an engineering design survey is desired as part of an ALTA/ACSM Land Title Survey, such services should be negotiated under Table A, item 22.

If checked, the following optional items are to be included in the ALTA/ACSM LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses.
2. Address(es) if disclosed in Record Documents, or observed while conducting the survey.
3. Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. Gross land area (and other areas if specified by the client).
5. Vertical relief with the source of information (e.g. ground survey or aerial map), contour interval, datum, and originating benchmark identified.
6. (a) Current zoning classification, as provided by the insurer.
 (b) Current zoning classification and building setback requirements, height and floor space area restrictions as set forth in that classification, as provided by the insurer. If none, so state.
7. (a) Exterior dimensions of all buildings at ground level.
 (b) Square footage of:
 (1) exterior footprint of all buildings at ground level.
 (2) other areas as specified by the client.
 (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.



8. Substantial features observed in the process of conducting the survey (in addition to the improvements and features required under Section 5 above) such as parking lots, billboards, signs, swimming pools, landscaped areas, etc.
9. Striping, number and type (e.g. handicapped, motorcycle, regular, etc.) of parking spaces in parking areas, lots and structures.
10. (a) Determination of the relationship and location of certain division or party walls designated by the client with respect to adjoining properties (client to obtain necessary permissions).
- (b) Determination of whether certain walls designated by the client are plumb (client to obtain necessary permissions).
11. Location of utilities (representative examples of which are listed below) existing on or serving the surveyed property as determined by:
- (a) Observed evidence.
- (b) Observed evidence together with evidence from plans obtained from utility companies or provided by client, and markings by utility companies and other appropriate sources (with reference as to the source of information).
- Railroad tracks, spurs and sidings;
 - Manholes, catch basins, valve vaults and other surface indications of subterranean uses;
 - Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and
 - utility company installations on the surveyed property.
- Note - With regard to Table A, item 11(b), source information from plans and markings will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.*
12. Governmental Agency survey-related requirements as specified by the client, such as for HUD surveys, and surveys for leases on Bureau of Land Management managed lands.
13. Names of adjoining owners of platted lands according to current public records.
14. Distance to the nearest intersecting street as specified by the client.
15. Rectified orthophotography, photogrammetric mapping, laser scanning and other similar products, tools or the basis for the showing the location of

airborne/mobile
technologies as



NSPS

certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g. the potential precision and completeness of the data gathered thereby) with the insurer, lender and client prior to the performance of the survey and, (b) place a note on the face of the survey explaining the source, date, precision and other relevant qualifications of any such data.

- 16. Observed evidence of current earth moving work, building construction or building additions.
- 17. Proposed changes in street right of way lines, if information is available from the controlling jurisdiction. Observed evidence of recent street or sidewalk construction or repairs.
- 18. Observed evidence of site use as a solid waste dump, sump or sanitary landfill.
- 19. Location of wetland areas as delineated by appropriate authorities.
- 20. (a) Locate improvements within any offsite easements or servitudes benefitting the surveyed property that are disclosed in the Record Documents provided to the surveyor and that are observed in the process of conducting the survey (client to obtain necessary permissions).
 (b) Monuments placed (or a reference monument or witness to the corner) at all major corners of any offsite easements or servitudes benefitting the surveyed property and disclosed in Record Documents provided to the surveyor (client to obtain necessary permissions).
- 21. Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request.
- 22. _____

*Adopted by the Board of Governors, American Land Title Association, on October 13, 2010.
American Land Title Association, 1828 L St., N.W., Suite 705, Washington, D.C. 20036.*

*Adopted by the Board of Directors, National Society of Professional Surveyors, on November 15, 2010.
National Society of Professional Surveyors, Inc., a member organization of the American Congress on Surveying and Mapping, 6 Montgomery Village Avenue, Suite 403, Gaithersburg, MD 20879*



NSPS

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of January, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and NAACP-Duluth Branch, 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 January 14, 2015, and shall remain in effect until February 15, 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.** Contractor shall provide the following services:
1. Featured Speakers, Musical Director, Performers of scheduled MLK Holiday Events.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to provide payment/s, upon receipt of documentation for costs associated with the Featured Speakers/Musical Director of MLK Holiday Events, not to exceed \$1,000.00. 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 in an amount up to \$1,000.00 upon approval of contract by district and contractor and receipt of documentation of payments for services on events of January 18 & 19, 2015.
- 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 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: NAACP, Attn: Claudie Washington, PO Box 494, Duluth, MN 55801.

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.


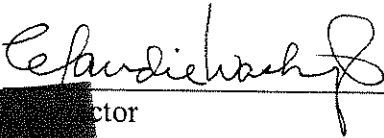

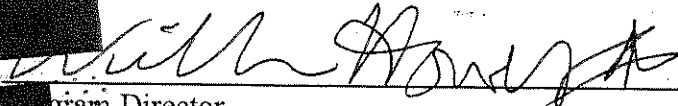

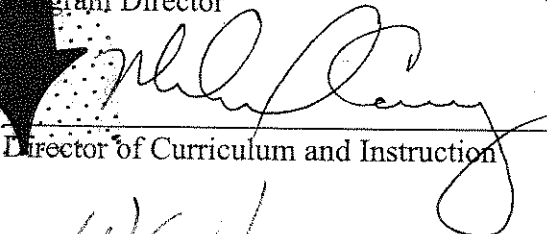

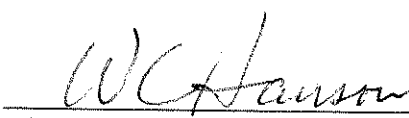
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

 _____ Director	 _____ SSN/ Tax Identification Number	1/26/15 _____ Date
 _____ Program Director	 _____	1/20/15 _____ Date
 _____ Director of Curriculum and Instruction	 _____	1/26/15 _____ Date
 _____ Director of Business Service / Superintendent of Schools	 _____	1/30/15 _____ Date

Status Encumbered

Status Change Date

2015-01-14

Action

Contract Specialist

Vicki Berends

Date Submitted	Name of Auth. Rep (Person managing APA)	Name of Preparer	Fund	FinDeptID	AppropID	UFARS/
1/7/2015	Carolyn Cherry	Barbara Kizzee	3000	E373D230	E370811	CFDA 84.027A

Division	PC Bus. Unit	ProjectID(3000 Fund)	ActivityID (3000 Fund)	Source (3000 Fund)
Special Education	E3701	E3708114	A	REIMB

Contractor Name:

ISD 0709

Contractor Address:

ISD 0709 - Duluth

ATTN: Laura Fredrickson

215 N 1st Ave E

Duluth, MN 55802-2069 - laura.fredrickson@isd709.org

Vendor Number: 00000194009

New APA PDF:

File Attachment

Amendment - attach a copy of the original APA when routing an amendment for signature

File Attachment

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between **ISD 0709** ("Contractor") and the **Minnesota Department of Education** ("State"). Pursuant to Minnesota Statutes Section 15.061, the State is empowered to enter into Professional/Technical Agreements. By written acceptance below, the Contractor agrees to perform the following services:

The Minnesota Department of Education (MDE) must submit a State Systemic Improvement Plan (SSIP) to the US Department of Education by April 2, 2015. The SSIP is to increase graduation rates for students with disabilities, especially Black and American Indian students. Districts have been selected to become pilots for implementing evidence-based practices (EBPs) to improve graduation rates and outcomes for students with disabilities. The District will gather stakeholder input, leadership team development, district planning and infrastructure analysis, and strategies and reporting of progress. The District will:

1. Make arrangements for one or two focus group meetings to be held in the district by February 27, 2015. District will work with MDE team to determine group participants, scheduling and arrangements, and use of protocol and logistics for focus groups.
2. Initiate a leadership team to meet at least monthly to review district data, district needs, district infrastructure, stakeholder input (i.e., surveys, focus groups) and begin the planning process to select appropriate evidence-based practices to implement. The district is expected to submit meeting agendas, notes and relevant documentation to the Authorized Representative and the Director of Special Education at MDE.
3. The district will communicate progress to the MDE team and problem solve in a collaborative manner. The leadership team will review and give input into the *District and MDE Agreement to Actively Manage SSIP Pilot Implementation* (aka 'Give/Get Chart') with MDE team as the planning process begins.
- 4.

A payment of \$2,500 will be made upon the successful completion of the focus groups and submission of a mid-point report outlining the districts' progress related to activities in item #2 by March 20, 2015. A final payment of \$2,500 will be made upon the submission of a second report outlining the district subsequent progress for activities in item #2 and a preliminary plan for implementing an evidence-based practice to increase graduation rates for students with disabilities in the district.

Partial Payment - \$2,500 (March 20, 2015) and \$2,500 (June 30, 2015)

APA Begin Date 1/26/2015

APA End Date 6/30/2015

APA term may not cross state fiscal years

Amended New End Date

Amount for services \$ 5,000.00	Amount for expenses \$ 0.00	Total amount to be paid \$ 5,000.00
Amendment amount for services \$	Amendment amount for expenses \$	Total amount for this amendment \$
		Revised total to be paid \$

Contractor: By signing this agreement the Contractor agrees to perform the services within the terms and conditions of this agreement including the terms set forth on Attachment A which is attached and incorporated into this Agreement. The Contractor certifies it is not a State employee, a family member or relative of any MDE employee, and is not currently working under any other Annual Plan Agreement or Professional/Technical contract which might call for payment for the same or similar services for the same time period.

1. Division Director: By: _____ Date: _____	2. Contractor By: <u>W. C. Hanson</u> Date: <u>1/27/15</u>	3. State Agency: Dept of Education By: _____ Date: _____
--	---	---

ADMINISTRATIVE SERVICES USE ONLY	INVOICE SECTION (TO BE COMPLETED WHEN WORK HAS BEEN PERFORMED)
Contract ID #: 0...78905 Annual Plan Category #: 1	<input type="checkbox"/> I hereby certify that I have completed the services in the manner as prescribed above. NOTE: APA & EXPENSE FORM MUST BE SUBMITTED TOGETHER FOR PAYMENT. When travel is required and outlined below in the services section, Contractor will be reimbursed for airfare, lodging, transportation, parking and meals up to the expense amount shown below. Except for meals, receipts are required for all expenses. Payment will be made based upon actual expenses incurred and in accordance with the State Commissioner's Plan. Contractor Signature: _____ Date: _____
Acct. Code (Services): 411375 Acct. Code(if expenses): 411374 Annual Plan FY15: T #15A37 UNSPSC/ Category Code: 80101500	
Acct. Code(if expenses): 411374 16A/16C Violation Form on File <input type="checkbox"/> PO #: 3000010094	<input type="checkbox"/> I certify that the services have been satisfactorily performed by the contractor in accordance with this Agreement and payment therefore is hereby recommended. Amount for Services: _____ Amount for Expenses: _____ Total Amount to be Paid: _____ Partial _____ Final _____ Authorized Representative Signature: _____ Date: _____
ENCUMBRANCE VERIFICATION Date of Encumbrance: 1/14/2015 Signature: _____	

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.
2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
4. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
 1. Intentional, willful, or negligent acts or omissions; or
 2. Actions that give rise to strict liability; or
 3. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
9. **Debarment and Suspension Certification** Contractor agrees to follow the President's Executive Order

12549 and the implementing regulation "Non-procurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions;" unless excluded by law or regulation.

10. 325I.05 VIDEO CAPTIONING

Subdivision 1. **Requirement.** A person may not in the ordinary course of business distribute a prerecorded videocassette tape or similar audio-visual material to a videotape seller or videotape service provider unless it is open-captioned or closed-captioned for the deaf and hard of hearing. For purposes of this section, "videotape seller" and "videotape service provider" have the meanings given them in section 325I.01.

Subd. 2. **Enforcement.** A person who violates this section is subject to the penalties and remedies provided in section 8.31, except subdivision 3a.

Subd. 3. **Application.** This section applies to prerecorded videocassette tapes or similar audio-visual material that:

- (1) is primarily produced for sale to educational institutions, training facilities, state or local government agencies, or medical facilities; and
- (2) is released or rereleased on or after June 1, 1997, and more than 500 copies are produced in the release or rerelease; or
- (3) is produced by a governmental entity for educational purposes.

History: 1995 c 143 s 1

11. **Other Provisions** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- Use only print-quality department logo. Request a copy from linda.hildebrant@state.mn.us.
- Copy must follow latest edition of the AP (Associated Press) Stylebook.
- Copy must be free of typographical and grammatical errors.
- Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size.
- Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
- Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.

Please direct questions regarding printed material to the authorized representative for this Agreement.

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT January 2015

Facilities Management – General

In the past month the maintenance crews have completed 263 work orders, and are currently working on 561 open work orders.

Facilities maintenance trade crews are currently scheduled at MWE.

Facilities is working with Comfort Systems to achieve rebates related to the boiler system upgrades related to the LRFP.

The 1890's committee is funding tower stair railing upgrades to make tours safer in the tower.

The Fire Marshal inspected HOCHS and we received very few violations.

Facilities is looking at re-commissioning services for several buildings this year.

Capital Construction:

LHB is investigating pool drain line leakage issues at LPMS.

Facilities has met with FJJ and RW Fern and Associates to solicit proposals to provide budget figures to modify Garfield to house Facilities Management staff and trades personnel.

Facilities has met with design professionals to solicit and receive proposals related to the recently School Board approved LRFP remaining work scope.

Operations

January 2015 was warm for the time of year and consequently, more salt and sand than usual was transferred into the buildings from the occupants. This created additional work for the custodial staff in the buildings.

The District held an auction to liquidate the remaining items at STC on January 24, 2015. This was a well-attended auction and went smoothly. The District will be scheduling an auction at Central High School to liquidate the remaining items left at the site, which the district wants to sell.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - Help files for APEX online training have been added for administrators
 - Tier II reports for hazardous wastes were submitted as required.
 - Ergonomic reviews were completed for four employees in the education offices (315) at HOCHS. The floor slope is causing neck/arm issues for the employees.
- ERCM
 - Quarterly local law enforcement and authorities meeting
 - Discussed +/- of entry management systems. It was cautioned that data privacy rights may be changing, which will affect these systems.
 - Flash drives were updated

- Water outage plan was reviewed
 - AED registration and locations were discussed
 - The numbering of windows was discussed and will be added to the building.
- OSHA Recordable Injuries 2014 (Logs were completed and posted as required)
 - There were 23 recordable injuries in 2014 down from 30 in 2013.
 - 7 of 23 were from the transportation department.
 - There were 336 days away from work down from 361 last year.
 - Of the 336 days away, 81% were from transportation (180d for one employee).
 - Slips/falls are still the most common injury.
 - Strains while lifting/catching students increased.
 - Workers' Compensation Activities
 - OSHA Recordables: 0 recordable incidents.
 - Incidents Reported: 21 injuries reported, of which 10 were slip on ice/snow incidents and four were falls while walking.

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

121

FQA: 06-870-012-386-728

ALT FACIL/HOCHS CARPETING

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/19/2014	JE510245			V62080	HILLER HOME CENTER	RECLASS CARPETING	915416	JE	39,789.81	0.00	39,789.81
						Object 152000		Total:	39,789.81	0.00	39,789.81
						FQA 06-870-012-386-728		Total:	39,789.81	0.00	39,789.81

FQA: 06-870-435-386-712

C/F-CONGDON CHIMNEY & BRICK

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/12/2014	R14007 RET		00636996	V34360	JAMAR COMPANY	CONGDON ROOF	914515	OH	2,586.65	0.00	2,586.65
						Object 152000		Total:	2,586.65	0.00	2,586.65
						FQA 06-870-435-386-712		Total:	2,586.65	0.00	2,586.65

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
12/15/2014	JE510241			V34360	JAMAR COMPANY	CORRECT JAMAR PAYMENT	914708	JE	35,250.00	0.00	35,250.00
						Object 152000		Total:	35,250.00	0.00	35,250.00
						FQA 06-870-435-386-962		Total:	35,250.00	0.00	35,250.00

FQA: 06-871-012-000-000

GENERAL FUND SAVINGS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/30/2014	192985	270434	00637219	V108007	HUNT ELECTRIC CORP	ADJUSTED INVOICE	916117	OH	7,635.83	0.00	7,635.83
12/30/2014	192977	270687		V104657	ARROWHEAD RADIO & SECURITY	BUILDING ACQUISITION/CONSTRUCT	916168	OH	5,603.99	0.00	5,603.99
						Object 152000		Total:	13,239.82	0.00	13,239.82
						FQA 06-871-012-000-000		Total:	13,239.82	0.00	13,239.82

FQA: 06-871-320-000-000

GEN FUND SAVINGS-ORDEAN

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

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

GL Ledger Code: GL
Fiscal Year: 2015

122

12/22/2014	0000102487	731031	00637142	V107414	PALMER HAMILTON LLC	59T0829120ELS12	PALMER HAMILTO	915645	OH	29,326.00	0.00	29,326.00
							Object 152000			Total:		29,326.00
							FQA 06-871-320-000-000			Total:		29,326.00

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
12/15/2014	3011	269291	00636999	V107075	KELLER FENCE COMPANY - NORTH	BUILDING ACQUISITION/CONSTRUCT	914668	OH	1,500.00	0.00	1,500.00	
							Object 152000		Total:		1,500.00	
							FQA 06-876-525-000-000		Total:		1,500.00	
									Grand Total:	121,692.28	0.00	121,692.28

January 22, 2015

To the School Board
Independent School District No. 709
215 North First Avenue East
Duluth, MN 55802

We are pleased to serve as your independent auditors for the Independent School District No. 709 ("District") for the year ended June 30, 2015. The purpose of this Engagement Letter (this "Letter") is to review certain details of our engagement.

Audit Services

We will audit the financial statements and the related notes to the financial statements of the governmental activities, each major fund, and aggregate remaining fund information of the District. The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States and to report on the fairness of the schedule of expenditures of federal and state awards when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*; the *Single Audit Act Amendments of 1996*; and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Information about the District's Other Postemployment Health Care Plan

We have also been engaged to report on supplementary information that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining Fund Financial Statements
3. Fiscal Compliance Table

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and

perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Because of the inherent limitations of an audit combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there exists an unavoidable risk that some material misstatements may exist and not be detected even though our audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of law or government regulations that do not have a direct and material effect on the financial statements. However, we will inform District management and you of any material errors that come to our attention and any fraud, material or not, that comes to our attention. We will also inform District management and you of any other illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and you internal control related matters that are required to be communicated under professional standards.

We cannot perform management functions or make management decisions on behalf of your District. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application and may assist in the preparation of the District's financial statements, but the responsibility for the financial statements remains with management.

Management Responsibilities

Management is responsible for the financial statements and underlying financial records and for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States. Management is also responsible for making all financial records and related information available to us, for the accuracy and completeness of that information, and for providing us with (a) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and (c) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

As part of the audit, we may prepare a draft of your financial statements and related notes. You will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

As required by GAAS, at the close of the audit we will request from management certain written confirmation concerning oral and written representations made to us in connection with the audit in order to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding.

If the District intends to reproduce or publish these financial statements, or any portion thereof whether in paper or electronic form, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. The District agrees to compensate Wipfli for the time associated with such review.

Assistance to be supplied by your personnel, including the preparation of schedules and analysis of accounts, will be discussed with William Hanson. Timely completion of this work will facilitate the completion of our engagement.

Annual Forms and Reports

Our audit will include reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*. However, this objective will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Our engagement will include the preparation of the Federal Data Collection Form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Other

Our fees for these services will be at our standard hourly rates, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) We anticipate the fee will be \$41,275. If we are requested to prepare various workpapers and schedules, normally provided by the

District, the District will be billed at a rate of \$150 per hour. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue. A finance charge is computed at a periodic rate of 1 1/2 percent per month (annual percentage rate of 18 percent) and is applied to balances over 30 days. If we elect to terminate our services for nonpayment, Independent School District No. 709 will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

This engagement includes only those services specifically described in this Letter; any additional services not specified herein will be agreed to in a separate letter. This engagement is separate and discrete from our engagement to audit any prior or future years, and any such engagements are or will be covered by a separate engagement letter. In the event you request us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against the District or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

The working papers prepared in conjunction with our audit are our property and constitute confidential information. They will be retained by us in accordance with our policies and procedures. All of the District's original records will be returned to management at the end of this engagement. Our working papers and files are not a substitute for the original records the District should retain. We understand that we are authorized to respond directly to inquiries from the cognizant agencies including requests to review audit workpapers. Access to the requested workpapers will be provided to the cognizant agencies under the supervision of Wipfli LLP's audit personnel and at a location designed by our firm. We will notify you of any such inquiries or requests and of our reply thereto.

Deborah J. Medlin will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent, in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional and regulatory standards require us to maintain certain respective roles and relationships with you with respect to any nonattest services we may be

January 22, 2015

asked to perform. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

Whenever possible, each provision of this Letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretations, but if any provision is deemed prohibited, invalid, or otherwise unenforceable, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and such revised provision shall be made a part of this Letter. Further, the provisions of the foregoing sentence shall not invalidate the remainder of this Letter. This Letter shall be construed and governed in accordance with laws of the state in which the Wipfli office issuing this Letter is located, as determined by the address indicated on this Letter, and proper jurisdiction and venue for any matter hereunder shall be the state or federal courts of that state. If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Sincerely,



Wipfli LLP

ACCEPTED: INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____

(Print Name and Title)

Date: _____

DJM/jb

January 22, 2015
Duluth, Minnesota