

**Business Committee - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, May 17, 2016

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

Duluth, MN 55811

6:30 PM

**1. Financial Report**

- A. Financial Report 5
- B. Approval of Payment of Claims  
This item is attached as an "extra".
- C. Budget Revisions 30
- D. Wire Transfers 32
- E. Investment Transactions 33
- F. APU/(WADM) Projections 34
- G. Fundraisers - None

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

- A. Bids
  - 1) Bid 1250 - Dairy Products for Child Nutrition 35  
Bids for dairy products for Child Nutrition were advertised and sent to regional providers. There was one response from Kemps LLC. in the amount of \$221,275.45.

Recommendation: It is recommended that the Duluth School Board approve the agreement with Kemps LLC in the amount of \$221,275.45, and the second and third year renewals by mutual agreement subject to the same conditions shown in the specifications.

- 2) Bid 1249 - Pizza for Child Nutrition 39  
Bids for the production and delivery of pizza were advertised and sent to area vendors. There were two responses with the low bid coming from Dominos Pizza in the amount of \$86,400.00.

Recommendation: It is recommended that the Duluth School Board approve the agreement with Dominos Pizza in the amount of \$86,400.00, and the second year renewal by mutual agreement subject to the same conditions shown in the specifications.

- 3) Bid 1251 - General Office Supplies - Primary Vendor 42  
Bids for general office supplies were advertised and sent to vendors. The bid meeting specifications submitted by Northern Business Products is recommended. It is anticipated that the annual purchases will be over \$85,000.00 and less than \$100,000.00.

Recommendation: It is recommended that the Duluth School Board approve the contract with Northern Business Products for the period July 1, 2016-June 30, 2018, with an additional two year contract signed upon mutual agreement.

4) Bid 1248-1 – Historic Old Central High School Parking Lot Improvements 44

HOCHS Parking Lot Improvements - Utility Systems of America, Inc. – \$694,848.00

Recommendation: It is recommended the School Board approve entering into a contract with the firm listed above based on their low bid as shown on the Bid Tab and Letter of Recommendation, as provided in response to Bid #1248-1 – Historic Old Central High School Parking Lot Improvements.

B. R.F.P.s

1) RFP-302 - Student Pictures/ID Cards - District Wide 47

Request for proposals for Student Pictures and Photo ID Cards were advertised and sent to known vendors with the proposal meeting specifications by Lifetouch National School Studios.

Recommendation: It is recommended that the Duluth School Board approve the agreement with Lifetouch National School Studios, and the second, third, and fourth year renewals by mutual agreement subject to the same conditions shown in the specifications.

C. Quotes

3. Policies and Regulations

A. Policy 1098 Renumbering to 421 - Gifts to Employees and School Board Members 50

This policy was updated to the MSBA Model Policy in April of 2015 but was not renumbered at that time. Administration is recommending that the policy be renumbered from 1098 to 421 at this time.

As allowed in Policy 208: *If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.*

Recommendation: It is recommended that the Duluth School Board approve the renumbering of Policy 1098 MSBA Model Policy number 421.

4. Contracts, Change Orders, and Leases

A. Contracts

1) <u>PEIP Insurance Renewal</u>	<u>52</u>
Attached is a renewal of the group application for the Minnesota Public Employees Insurance Program for the period 7/1/16 through 6/30/17. Please note that the corresponding rates are increasing by 6.9%	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the PEIP Insurance renewal.	
2) <u>CDW-G - Cisco Unified Communications Upgrades</u>	<u>54</u>
Attached is an agreement with CDW-G for Cisco United Communications Upgrades in the amount of \$42,547.00.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the agreement with CDW-G in the amount of \$42,547.00.	
B. <u>Change Orders</u>	
C. <u>Leases</u>	
1) <u>Lease of Vehicles for Drivers Education - Freeway Auto Center, LLC</u>	<u>65</u>
Attached is a lease example for one of three vehicles for use in the Drivers Education program. The lease agreements will total approximately \$26,646.00.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve the lease agreements with Freeway Auto Center, LLC in the approximate amount of \$26,646.00. The School Board also authorizes the CFO/Director of Business Services to sign and process all necessary documents.	
5. <u>Resolutions</u>	
A. <u>B-5-16-3369 - Acceptance of Donations to Duluth Public Schools.</u>	<u>67</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-5-16-3369.	
B. <u>B-5-16-3370 - Authorized Bank Account Signer</u>	<u>68</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-5-16-3370.	
C. <u>B-5-16-3365 - Designation of the Superintendent as the Identified Official with Authority (IOWA) for Minnesota Department of Education (MDE) SERVS Financial</u>	<u>69</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-5-16-3365.	
D. <u>B-5-16-3371 - Resolution Regarding Joint Powers Agreement with Lake Superior College</u>	<u>70</u>
<u>Recommendation:</u> It is recommended that the Duluth School Board approve Resolution B-5-16-3371.	
E. <u>PLACEHOLDER - Sale of Property</u>	

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

A. Expenditure Contracts 77

Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of April 2016.

B. Revenue Contracts 120

Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of April 2016.

C. Other Contracts-None

D. Change Orders Signed-None

E. Facilities Management & Capital Project Status Report 122

**7. Future Items**

A. Review Bond Refunding Possibilities

B. FY17 Budget Approval (June)

C. Policy Updates

**Duluth Public Schools - ISD 709**  
**Cash Flow Report**  
**Month Ending 03/31/16**

	1	2	3	4	5	6	7	8 & 9	10	11 & 12
	General Fund	Food Service	Transportation	Community Education	Operating Capital	Construction	Debt Service	Trust & Agency	Dental	Student Activities
	1	2	3	4	5	6	7	8 & 9	10	11 & 12
<b>Total</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8 &amp; 9</b>	<b>10</b>	<b>11 &amp; 12</b>
Cash and investments	2/29/2016 \$ 59,547,623	\$ 14,834,606	\$ 949,456	\$ (3,777,013)	\$ 1,943,477	\$ (823,121)	\$ 3,715,038	\$ 1,618,932	\$ 248,368	\$ 1,263,827
Receivables (increase)/decrease	533,623	436,822	60,891	5,482	10,675	(159)	-	-	19,912	-
Payables increase/(decrease)	193,507	(48,369)	80,966	79,231	17,730	41,639	-	-	-	-
Revenues increase/(decrease)	10,228,932	8,675,321	256,863	363,121	542,886	115,509	200,732	1,816	72,311	-
Expenditures (increase)/decrease	(8,591,675)	(6,775,362)	(276,799)	(680,041)	(540,608)	(135,077)	(450)	-	(79,266)	-
Cash and investments	3/31/2016 \$ 61,912,010	\$ 17,123,018	\$ 1,012,721	\$ (4,007,485)	\$ 2,035,661	\$ 3,621,973	\$ 39,774,336	\$ 1,620,748	\$ 261,325	\$ 1,263,827

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	
	\$	\$	\$	\$	\$	\$			
			%			%			
<u>Revenues</u>									
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$30,681	\$30,681	
Interest	36	3	1,114.0	473	86	450.1	79	79	
Tuition, Fees, Admissions	243	310	(21.8)	2,446	2,228	9.8	4,072	4,081	
Other Local Revenues	135	162	(16.5)	1,740	1,995	(12.8)	1,601	1,847	
State Sources	9,561	9,094	5.1	61,404	60,417	1.6	86,959	87,441	
Federal Aids from MDE	135	179	(24.6)	3,785	3,954	(4.3)	8,700	9,504	
Federal Direct Aids	-	-	N/A	1,896	854	122.0	2,877	2,878	
Local Sales	119	100	N/A	1,418	1,150	N/A	1,747	1,752	
Sale of Bonds or Loans	-	-	N/A	-	-	N/A	0	0	
<b>Total Revenues</b>	<b>10,229</b>	<b>9,848</b>	<b>3.9</b>	<b>73,163</b>	<b>70,684</b>	<b>3.5</b>	<b>136,716</b>	<b>138,264</b>	
<u>Expenditures</u>									
Salaries	4,843	4,874	0.6	38,994	38,261	(1.9)	61,064	61,801	
Benefits	2,176	2,153	(1.1)	17,424	17,149	(1.6)	29,832	30,044	
Purchased Services	1,119	1,320	15.2	8,581	8,379	(2.4)	13,406	13,954	
Supplies & Materials	328	355	7.7	3,275	3,737	12.4	5,314	6,310	
Chargebacks	0	-	N/A	0	1	99.9	55	80	
Capital Expenditures	110	61	(80.9)	5,916	5,265	(12.4)	9,491	9,262	
Debt Service	0	2	77.5	22,783	21,208	(7.4)	20,930	22,809	
Other	16	36	56.5	158	229	31.2	1,237	955	
<b>Total Expenditures</b>	<b>8,592</b>	<b>8,801</b>	<b>2.4</b>	<b>97,130</b>	<b>94,229</b>	<b>(3.1)</b>	<b>141,329</b>	<b>145,215</b>	
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	
<b>Operating Excess (Deficit)</b>	<b>1,637</b>	<b>\$1,047</b>	<b>56.4</b>	<b>(23,967)</b>	<b>(\$23,545)</b>	<b>(1.8)</b>	<b>(\$4,613)</b>	<b>(\$6,951)</b>	

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

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	
Levy	\$0	\$0	\$0	\$0	\$0	N/A	\$9,661	\$9,661	
Interest	3	1	2	24	80	(69.4)	55	55	
Tuition, Fees, Admissions	89	143	(54)	808	636	27.1	1,898	1,907	
Other Local Revenues	59	44	15	714	974	(26.7)	305	520	
State Sources	8,509	7,985	524	55,301	53,534	3.3	76,025	76,501	
Federal Aids from MDE	16	0	16	2,362	2,488	(5.0)	6,274	7,062	
Federal Direct Aids	0	0	0	44	(114)	138.9	135	136	
Local Sales	0	0	0	0	0	N/A	0	0	
Sale of Bonds or Loans	0	0	0	0	0	N/A	0	0	
<b>Total Revenues</b>	<b>8,675</b>	<b>8,173</b>	<b>502</b>	<b>59,255</b>	<b>57,598</b>	<b>2.9</b>	<b>94,351</b>	<b>95,841</b>	
<b>Expenditures</b>									
Salaries	4,298	4,333	35	34,497	33,875	(1.8)	54,200	54,960	
Benefits	1,833	1,833	(0)	14,628	14,504	(0.9)	26,025	26,215	
Purchased Services	504	663	159	4,550	4,455	(2.1)	7,249	7,543	
Supplies & Materials	139	162	23	1,362	1,160	(17.4)	1,654	2,488	
Chargebacks	(0)	(2)	(2)	(3)	(5)	(38.4)	(329)	(303)	
Capital Expenditures	(12)	24	36	129	595	466	331	341	
Debt Service	0	0	0	0	47	100.0	20	20	
Other	14	33	19	103	176	73	1,017	741	
<b>Total Expenditures</b>	<b>6,777</b>	<b>7,046</b>	<b>269</b>	<b>55,266</b>	<b>54,807</b>	<b>(0.8)</b>	<b>90,168</b>	<b>92,006</b>	
Transfers In (Out)	0	0	0	(4,183)	(6,347)	0	(4,183)	(4,183)	
<b>Operating Excess (Deficit)</b>	<b>\$1,899</b>	<b>\$1,127</b>	<b>772</b>	<b>(\$195)</b>	<b>(\$3,556)</b>	<b>94.5</b>	<b>(\$0)</b>	<b>(\$348)</b>	

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - T O - D A T E			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,174	\$9,174
Interest	3	1	188.5	24	80	(69.4)	55	55
Tuition, Fees, Admissions	48	96	(50.1)	552	461	19.8	1,480	1,480
Other Local Revenues	25	44	(42.1)	275	407	(32.4)	305	334
State Sources	8,438	7,896	6.9	54,395	52,797	1,598	64,985	64,985
Federal Aids from MDE	0	0	N/A	0	1	(100.0)	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>8,514</b>	<b>8,037</b>	<b>5.9</b>	<b>55,247</b>	<b>53,746</b>	<b>1,501</b>	<b>75,999</b>	<b>76,028</b>
<b>Expenditures</b>								
Salaries	3,589	3,575	(0.4)	28,723	27,888	(835)	44,336	44,337
Benefits	1,535	888	(647)	11,581	10,732	(849)	20,751	20,746
Purchased Services	439	589	150	3,975	3,943	(32)	6,356	6,274
Supplies & Materials	94	122	28	1,054	859	(195)	1,211	1,691
Chargebacks	(1)	(3)	(2)	(8)	(29)	(21)	(1,361)	(1,361)
Capital Expenditures	(12)	20	32	104	336	232	250	268
Debt Service	0	0	N/A	0	47	100.0	20	20
Other	1	1	(0)	59	91	32	251	(18)
<b>Total Expenditures</b>	<b>5,646</b>	<b>5,192</b>	<b>(454)</b>	<b>45,489</b>	<b>43,867</b>	<b>(1,622)</b>	<b>71,815</b>	<b>71,957</b>
Transfers In (Out)	0	0	N/A	(4,183)	(6,347)	0	(4,183)	(4,183)
<b>Operating Excess (Deficit)</b>	<b>\$2,868</b>	<b>\$2,845</b>	<b>23</b>	<b>\$5,574</b>	<b>\$3,532</b>	<b>\$2,042</b>	<b>(\$0)</b>	<b>(\$112)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE				ANNUAL BUDGET	
	\$		\$		%			
	FY2016	FY2015	FY2016	FY2015	Variance	Variance	Adopted	Revised
Levy	\$0	\$0	\$0	\$0	\$0	N/A	\$487	\$487
Interest	0	0	0	0	0	N/A	0	0
Tuition, Fees, Admissions	41	47	(6)	175	81	46.3	418	427
Other Local Revenues	34	0	34	567	(128)	(22.6)	0	186
State Sources	71	89	(18)	737	170	23.0	11,040	11,516
Federal Aids from MDE	16	0	16	2,487	(125)	(5.0)	6,274	7,062
Federal Direct Aids	0	0	0	(114)	158	138.9	135	136
Local Sales	0	0	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>161</b>	<b>136</b>	<b>25</b>	<b>3,852</b>	<b>156</b>	<b>4.1</b>	<b>18,353</b>	<b>19,813</b>
<b>Expenditures</b>								
Salaries	709	758	49	5,987	213	3.6	9,863	10,623
Benefits	298	945	647	3,772	724	19.2	5,274	5,470
Purchased Services	65	74	9	512	(63)	(12.2)	893	1,269
Supplies & Materials	45	40	(5)	301	(7)	(2.2)	443	798
Chargebacks	1	1	0	24	19	81.1	1,032	1,057
Capital Expenditures	0	4	4	259	234	90.2	81	73
Debt Service	0	0	0	0	0	N/A	0	0
Other	12	32	20	85	41	48.3	766	759
<b>Total Expenditures</b>	<b>1,130</b>	<b>1,854</b>	<b>724</b>	<b>10,940</b>	<b>1,163</b>	<b>10.6</b>	<b>18,353</b>	<b>20,049</b>
Transfers In (Out)	0	0	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$969)</b>	<b>(1,718)</b>	<b>749</b>	<b>(\$7,088)</b>	<b>\$1,319</b>	<b>18.6</b>	<b>(\$0)</b>	<b>(\$236)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2016		FY2015		FY2016		FY2015		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%	\$	\$
Levy	\$0	N/A	\$0	N/A	\$0	N/A	\$0	N/A	\$0	\$0
Interest	0	N/A	0	N/A	0	N/A	0	N/A	0	0
Tuition, Fees, Admissions	0	N/A	0	N/A	0	N/A	0	N/A	0	0
Other Local Revenues	1	(32.8)	2	(1)	8	(32.8)	5	3	14	14
State Sources	18	(7.0)	19	(1)	130	(7.0)	154	(24)	156	156
Federal Aids from MDE	119	(33.5)	179	(60)	1,375	(33.5)	1,449	(74)	2,264	2,280
Federal Direct Aids	0	N/A	0	0	0	N/A	0	0	0	0
Local Sales	119	19.2	100	19	778	19.2	784	(6)	1,206	1,206
Sale of Bonds or Loans	0	N/A	0	0	0	N/A	0	0	0	0
<b>Total Revenues</b>	<b>257</b>	<b>(14.2)</b>	<b>300</b>	<b>(43)</b>	<b>2,292</b>	<b>(14.2)</b>	<b>2,392</b>	<b>(100)</b>	<b>3,640</b>	<b>3,655</b>
<u>Expenditures</u>										
Salaries	84	(1.5)	83	(1)	792	(1.5)	749	(43)	1,155	1,155
Benefits	36	(8.8)	33	(3)	304	(8.8)	280	(24)	429	429
Purchased Services	3	(0.5)	3	(0)	31	(0.5)	39	8	115	115
Supplies & Materials	153	(3.6)	148	(5)	1,178	(3.6)	1,208	30	1,990	2,028
Chargebacks	0	N/A	0	(0)	1	N/A	1	0	158	158
Capital Expenditures	0	100.0	6	6	61	100.0	127	66	34	50
Debt Service	0	N/A	0	0	0	N/A	0	0	0	0
Other	0	N/A	0	(0)	13	N/A	14	1	20	20
<b>Total Expenditures</b>	<b>277</b>	<b>(1.4)</b>	<b>273</b>	<b>(4)</b>	<b>2,380</b>	<b>(1.4)</b>	<b>2,418</b>	<b>38</b>	<b>3,902</b>	<b>3,955</b>
Transfers In (Out)	0	N/A	0	0	0	N/A	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$19)</b>	<b>(172.1)</b>	<b>\$27</b>	<b>(\$46)</b>	<b>(\$88)</b>	<b>(172.1)</b>	<b>(\$26)</b>	<b>(\$62)</b>	<b>(\$262)</b>	<b>(\$301)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	\$		\$		%	
	FY2016	FY2015	FY2016	FY2015	Variance	Variance
Lewy	\$0	\$0	\$0	\$0	N/A	N/A
Interest	0	0	0	0	N/A	N/A
Tuition, Fees, Admissions	0	0	0	0	N/A	N/A
Other Local Revenues	0	0	0	0	N/A	N/A
State Sources	363	401	1,936	2,551	(615)	(24.1)
Federal Aids from MDE	0	0	0	0	0	N/A
Federal Direct Aids	0	0	0	0	0	N/A
Local Sales	0	0	0	6	(6)	(100.0)
Sale of Bonds or Loans	0	0	0	0	0	N/A
<b>Total Revenues</b>	<b>363</b>	<b>401</b>	<b>1,936</b>	<b>2,557</b>	<b>(621)</b>	<b>(24.3)</b>
<b>Adopted</b>			<b>5,675</b>		<b>5,675</b>	
<b>Revised</b>			<b>5,675</b>		<b>5,675</b>	
<b>Total</b>			<b>5,680</b>		<b>5,680</b>	
<b>Expenditures</b>						
Salaries	103	102	777	810	33	4.0
Benefits	76	73	563	532	(31)	(5.8)
Purchased Services	483	528	2,574	2,672	98	3.7
Supplies & Materials	18	22	144	242	98	40.3
Chargebacks	0	0	1	1	0	47.4
Capital Expenditures	0	0	178	2	(176)	(8,795.3)
Debt Service	0	0	0	0	0	N/A
Other	0	0	1	1	0	35.5
<b>Total Expenditures</b>	<b>679</b>	<b>725</b>	<b>4,238</b>	<b>4,260</b>	<b>22</b>	<b>0.5</b>
<b>Adopted</b>			<b>6,518</b>		<b>6,518</b>	
<b>Revised</b>			<b>6,518</b>		<b>6,518</b>	
<b>Total</b>			<b>6,518</b>		<b>6,518</b>	
Transfers In (Out)	0	0	0	0	0	N/A
<b>Operating Excess (Deficit)</b>	<b>(\$316)</b>	<b>(\$324)</b>	<b>(\$2,302)</b>	<b>(\$1,703)</b>	<b>(\$599)</b>	<b>(35.1)</b>
<b>Adopted</b>			<b>(\$838)</b>		<b>(\$838)</b>	
<b>Revised</b>			<b>(\$838)</b>		<b>(\$838)</b>	
<b>Total</b>			<b>(\$838)</b>		<b>(\$838)</b>	

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
<u>Revenues</u>								
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$963	\$963
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	154	167	(8.0)	1,333	1,222	9.1	1,586	1,586
Other Local Revenues	1	4	(74.6)	119	160	(25.9)	78	109
State Sources	388	426	(8.9)	1,872	1,716	9.1	2,003	2,009
Federal Aids from MDE	0	0	N/A	48	17	182.2	162	163
Federal Direct Aids	0	0	N/A	879	(37)	2,476.2	1,773	1,773
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>543</b>	<b>597</b>	<b>(9.1)</b>	<b>4,250</b>	<b>3,078</b>	<b>38.1</b>	<b>6,564</b>	<b>6,602</b>
<u>Expenditures</u>								
Salaries	286	286	(0.1)	2,289	2,172	(5.4)	3,570	3,572
Benefits	126	118	(6.8)	996	925	(7.7)	1,387	1,409
Purchased Services	109	102	(7.2)	779	761	(2.4)	1,242	1,261
Supplies & Materials	17	23	25.0	154	154	0.1	281	282
Chargebacks	0	2	89.2	2	4	58.6	224	224
Capital Expenditures	0	0	N/A	3	11	68.2	12	14
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	2	2	20.2	15	19	23.4	156	147
<b>Total Expenditures</b>	<b>541</b>	<b>533</b>	<b>(1.4)</b>	<b>4,238</b>	<b>4,046</b>	<b>(4.8)</b>	<b>6,871</b>	<b>6,909</b>
Transfers In (Out)	0	0	N/A	0	0	N/A		
<b>Operating Excess (Deficit)</b>	<b>\$2</b>	<b>\$64</b>	<b>(96.4)</b>	<b>\$12</b>	<b>(\$968)</b>	<b>101.2</b>	<b>(\$307)</b>	<b>(\$307)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2016	FY2015	FY2016	FY2015	Adopted	Revised
	\$	\$	\$	\$		
		Variance	Variance	Variance		
		%	%	%		
Levy	\$0	\$0	\$0	\$0	\$1,029	\$1,029
Interest	0	0	0	0	0	0
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	2	40	61	56	16	16
State Sources	114	92	563	708	972	972
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	0	199	22	0	5
Sale of Bonds or Loans	0	0	0	0	0	0
<b>Total Revenues</b>	<b>116</b>	<b>132</b>	<b>823</b>	<b>786</b>	<b>2,017</b>	<b>2,022</b>
		(16)	37			
		(12.5)				4.7
<b>Expenditures</b>						
Salaries	66	65	587	603	856	831
Benefits	27	29	240	247	335	335
Purchased Services	10	13	142	69	0	154
Supplies & Materials	0	0	62	724	450	512
Chargebacks	0	0	0	0	0	0
Capital Expenditures	0	0	3,583	3,593	3,766	3,651
Debt Service	0	0	0	0	0	0
Other	0	0	1	0	0	1
<b>Total Expenditures</b>	<b>104</b>	<b>107</b>	<b>4,615</b>	<b>5,236</b>	<b>5,406</b>	<b>5,484</b>
		3	621			11.9
		2.7				
Transfers In (Out)	0	0	4,183	6,347	4,183	4,183
		0	0			0.0
<b>Operating Excess (Deficit)</b>	<b>\$11</b>	<b>\$25</b>	<b>\$391</b>	<b>\$1,897</b>	<b>\$795</b>	<b>\$722</b>
		(\$14)	(\$1,506)			(79.4)
		(54.2)				

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2016	FY2015	Variance	Variance	FY2016	FY2015	Variance	Variance		
Levy	\$0	\$0	N/A	N/A	\$0	\$0	\$0	N/A	\$1,018	\$1,018
Interest	0	0	N/A	N/A	1	1	(0)	(14.4)	-	-
Tuition, Fees, Admissions	0	0	N/A	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	N/A	0	5	(5)	(100.0)	0	0
State Sources	0	0	N/A	N/A	168	168	0	0.0	168	168
Federal Aids from MDE	0	0	N/A	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	N/A	0	0	0	N/A	0	0
Local Sales	0	0	N/A	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>N/A</b>	<b>169</b>	<b>174</b>	<b>(5)</b>	<b>(2.9)</b>	<b>1,187</b>	<b>1,187</b>
<b>Expenditures</b>										
Salaries	6	5	(1)	(19.4)	52	52	(0)	(0.9)	84	84
Benefits	2	2	0	5.0	18	18	0	1.8	26	26
Purchased Services	5	6	1	22.6	83	114	31	26.8	20	101
Supplies & Materials	0	0	(0)	N/A	56	11	(45)	(412.5)	33	92
Chargebacks	0	0	0	N/A	0	0	(0)	N/A	0	0
Capital Expenditures	122	31	(91)	(294.3)	1,961	937	(1,024)	(109.3)	5,068	4,925
Debt Service	0	0	0	N/A	0	0	(0)	N/A	0	0
Other	0	1	1	79.0	5	7	2	25.8	8	10
<b>Total Expenditures</b>	<b>135</b>	<b>45</b>	<b>(90)</b>	<b>(200.2)</b>	<b>2,176</b>	<b>1,139</b>	<b>(1,037)</b>	<b>(91.1)</b>	<b>5,238</b>	<b>5,238</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$135)</b>	<b>(\$45)</b>	<b>(\$90)</b>	<b>(199.3)</b>	<b>(\$2,007)</b>	<b>(\$965)</b>	<b>(\$1,042)</b>	<b>(108.0)</b>	<b>(\$4,051)</b>	<b>(\$4,051)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	
	\$	\$	%	\$	\$	%			
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$18,010	\$18,010	
Interest	31	0	N/A	438	0	N/A	0	0	
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	
Other Local Revenues	0	0	N/A	0	0	N/A	0	0	
State Sources	169	171	(0.9)	1,434	1,586	(9.6)	1,960	1,960	
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0	
Federal Direct Aids	0	0	N/A	972	1,005	(3.3)	970	970	
Local Sales	0	0	N/A	0	0	N/A	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	
<b>Total Revenues</b>	<b>201</b>	<b>171</b>	<b>17.4</b>	<b>2,845</b>	<b>2,591</b>	<b>9.8</b>	<b>20,940</b>	<b>20,940</b>	
<b>Expenditures</b>									
Salaries	0	0	N/A	0	0	N/A	0	0	
Benefits	0	0	N/A	0	0	N/A	0	0	
Purchased Services	0	0	N/A	0	0	N/A	0	0	
Supplies & Materials	0	0	N/A	0	0	N/A	0	0	
Chargebacks	0	0	N/A	0	0	N/A	0	0	
Capital Expenditures	0	0	N/A	0	0	N/A	0	0	
Debt Service	0	2	77.5	22,783	21,161	(7.7)	20,910	22,789	
Other	0	0	N/A	0	0	N/A	0	0	
<b>Total Expenditures</b>	<b>0</b>	<b>2</b>	<b>77.5</b>	<b>22,783</b>	<b>21,161</b>	<b>(7.7)</b>	<b>20,910</b>	<b>22,789</b>	
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	
<b>Operating Excess (Deficit)</b>	<b>\$200</b>	<b>\$169</b>	<b>18.5</b>	<b>(\$19,938)</b>	<b>(\$18,570)</b>	<b>(7.4)</b>	<b>\$29</b>	<b>(\$1,849)</b>	

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Lewy	2	2	(0)	9	4	5	190	190
Interest	0	0	(0)	0	0	0	20	20
Tuition, Fees, Admissions	0	0	0	0	0	0	0	0
Other Local Revenues	0	0	0	0	0	0	170	170
State Sources	0	0	0	0	0	0	0	0
Federal Aids from MDE	0	0	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0	0	0
Local Sales	0	0	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0	0	0
Total Revenues	2	2	(0)	9	4	5	190	190
<b>Expenditures</b>								
Salaries	0	0	0	0	0	0	0	0
Benefits	0	0	0	200	200	0	200	200
Purchased Services	0	0	0	0	0	0	0	0
Supplies & Materials	0	0	0	0	0	0	0	0
Chargebacks	0	0	0	0	0	0	0	0
Capital Expenditures	0	0	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0
Total Expenditures	0	0	0	200	200	0	200	200
Transfers In (Out)	0	0	0	0	0	0	0	0
Operating Excess (Deficit)	\$2	\$2	(\$0)	(\$191)	(\$196)	\$5	(\$10)	(\$10)
			(9.2)			2.6		



STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2016		FY2015		FY2016		FY2015		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%	\$	\$
<u>Revenues</u>										
Levy	0	N/A	0	N/A	0	N/A	1	(1)	4	4
Interest	0	N/A	0	N/A	0	N/A	370	(65)	588	588
Tuition, Fees, Admissions	0	N/A	0	N/A	305	N/A	98	18	229	229
Other Local Revenues	0	N/A	0	N/A	116	N/A	0	0	0	0
State Sources	0	N/A	0	N/A	0	N/A	0	0	0	0
Federal Aids from MDE	0	N/A	0	N/A	0	N/A	0	0	0	0
Federal Direct Aids	0	N/A	0	N/A	0	N/A	0	0	0	0
Local Sales	0	N/A	0	N/A	441	N/A	338	103	542	542
Sale of Bonds or Loans	0	N/A	0	N/A	0	N/A	0	0	0	0
Total Revenues	0	N/A	0	N/A	862	N/A	807	55	1,362	1,362
<u>Expenditures</u>										
Salaries	0	N/A	0	N/A	0	N/A	0	0	0	0
Benefits	0	N/A	0	N/A	0	N/A	0	0	0	0
Purchased Services	0	N/A	0	N/A	379	N/A	229	(150)	805	805
Supplies & Materials	0	N/A	0	N/A	318	N/A	238	(80)	522	522
Chargebacks	0	N/A	0	N/A	0	N/A	0	0	0	0
Capital Expenditures	0	N/A	0	N/A	0	N/A	0	0	0	0
Debt Service	0	N/A	0	N/A	0	N/A	0	0	0	0
Other	0	N/A	0	N/A	19	N/A	12	(7)	35	35
Total Expenditures	0	N/A	0	N/A	717	N/A	479	(238)	1,362	1,362
Transfers In (Out)	0	N/A	0	N/A	0	N/A	0	0	0	0
Operating Excess (Deficit)	\$0	N/A	\$0	N/A	\$145	N/A	\$328	(\$183)	(\$0)	(\$0)

BALANCE SHEET

ASSETS	03/31/16	06/30/15	03/31/15	FUND BALANCES	03/31/16	06/30/15	03/31/15
Cash / Investments	\$61,912	\$76,099	\$20,083	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	3,498	21,333	2,460	Severance	184	184	203
Accounts / Interest Receivable	396	258	74	Nonspendable Inventory	103	103	134
Due from Other Funds	0	403	0	Nonspendable Prepaids	103	103	108
Due from Other MN Districts	0	1,222	0	Staff Development	185	185	0
Due From MDE	7,584	7,792	7,731	Teacher Dev & Eval	0	0	0
Due From Federal thru MDE	0	2,961	58	Basic skills	0	0	0
Due From Federal - Direct	0	2,086	0	Learning development	0	0	0
Due from Other Governments	0	130	0	Desegregation	0	0	0
Inventory	184	184	195	Gifted and Talented	0	0	0
Prepaids	59	103	50	Pupil Transportation Safety	0	0	0
				ECFE	268	268	212
Total Assets	<u>\$73,634</u>	<u>\$112,570</u>	<u>\$30,651</u>	Community Education	534	534	350
				Community Services	254	254	220
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$ -	\$ -	\$ 4,400	Facilities	3,734	3,734	4,243
Accrued Interest Payable	836	13,859	612	Alternative facilities	1,864	1,864	1,988
Salaries Payable	154	1,335	56	Restricted Programs	46	46	67
Accounts Payable	0	403	0	Bond Refunding	47,259	47,259	0
Due to Other Funds	0	71	0	Endowment	1,625	1,816	1,625
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Severance-Insurance Prem	0	0	3,698
Claims Payable	317	170	173	Area Learning Center	435	435	22
Deferred Revenue	12	450	1,198	Designated for:			
Taxes Levied for Subsequent Yr.	33,795	33,795	31,730	Textbooks	837	837	795
Property tax shift	0	(0)	0	Carryovers	155	155	169
				Operating Capital	0	0	0
Total Liabilities	<u>\$35,114</u>	<u>\$50,083</u>	<u>\$38,169</u>	Referendum	0	0	0
				Undesignated	(19,067)	4,710	(21,352)
				Total Fund Balance	<u>\$38,520</u>	<u>\$62,487</u>	<u>(\$7,518)</u>
				Liabilities & Fund Balance	<u>\$73,634</u>	<u>\$112,570</u>	<u>\$30,651</u>

BALANCE SHEET

ASSETS	03/31/16	06/30/15	03/31/15	FUND BALANCES	03/31/16	06/30/15	03/31/15
Cash / Investments	\$17,123	\$9,922	\$22,052	Reserved for:			
Taxes & Credits Receivable	(8,879)	8,955	(9,747)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	227	60	20	Nonspendable Inventory	90	90	79
Due from Other Funds	0	208	0	Nonspendable Prepays	94	94	128
Due from Other MN Districts	0	1,222	0	Staff Development	103	103	108
Due From MDE	7,182	7,221	7,365	Teacher Dev & Eval	185	185	0
Due From Federal thru MDE	0	2,711	0	Basic skills	0	0	0
Due From Federal - Direct	0	114	0	Learning development	0	0	0
Due from Other Governments	0	130	0	Integration	0	0	0
Inventory	90	90	82	Gifted and Talented	0	0	0
Prepays	59	94	50	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$15,802	\$30,728	\$19,822	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$4,400	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries & Benefits Payable	(424)	13,362	(558)	Restricted Programs	0	0	0
Accounts Payable	77	706	29	Escrow Account	0	0	0
Due to Other Funds	0	121	0	Severance-Insurance Prem	0	0	3,698
Due to Other MN Districts	0	71	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Area Learning Center	435	435	22
Claims Payable	317	170	173	Designated for:			
Deferred Revenue	12	283	133	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	11,120	11,120	10,254	Carryovers	155	155	169
Property tax shift	0	(0)	0	Operating Capital	0	0	0
				Referendum	0	0	0
Total Liabilities	\$11,102	\$25,833	\$14,431	Undesignated	3,638	3,833	1,187
				Total Fund Balance	\$4,700	\$4,895	\$5,391
				Liabilities & Fund Balance	\$15,802	\$30,728	\$19,822

## BALANCE SHEET

Duluth Public Schools - ISD #709  
 March 16  
 Food Service Fund

ASSETS	03/31/16	06/30/15	03/31/15	FUND BALANCES	03/31/16	06/30/15	03/31/15
Cash / Investments	\$1,013	\$856	\$1,044	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	94	94	121
Accounts / Interest Receivable	10	6	0	Nonspendable Inventory	1	1	1
Due from Other Funds	0	0	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	130	58	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	94	94	113	Gifted and Talented	0	0	0
Prepaids	0	1	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$1,117</b>	<b>\$1,087</b>	<b>\$1,215</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	176	11	156	Restricted Programs	0	0	0
Accounts Payable	5	51	5	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:	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	841	930	932
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>\$180</b>	<b>\$62</b>	<b>\$161</b>	<b>Total Fund Balance</b>	<b>\$937</b>	<b>\$1,025</b>	<b>\$1,054</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$1,117</b>	<b>\$1,087</b>	<b>\$1,215</b>

BALANCE SHEET

March 16

Transportation Fund

	FUND BALANCES			
	03/31/16	06/30/15	03/31/15	03/31/15
<b>ASSETS</b>				
Cash / Investments	(\$4,007)	(\$2,051)	(\$3,156)	
Taxes & Credits Receivable	0	0	0	\$0
Accounts / Interest Receivable	3	38	9	3
Due from Other Funds	0	0	0	0
Due from Other MN Districts	0	0	0	0
Due From MDE	31	31	24	0
Due From Federal thru MDE	0	0	0	0
Due From Federal - Direct	0	0	0	0
Due from Other Governments	0	0	0	0
Inventory	0	0	0	0
Prepays	0	2	0	0
<b>Total Assets</b>	<b>(\$3,974)</b>	<b>(\$1,980)</b>	<b>(\$3,123)</b>	
<b>LIABILITIES</b>				
Tax and Aid Anticipation Payable	\$0	\$0	\$0	\$0
Accrued Interest Payable	0	0	0	0
Salaries Payable	398	19	370	0
Accounts Payable	26	97	7	0
Due to Other Funds	0	0	0	0
Due to Other MN Districts	0	0	0	0
Due to Other Governments	0	0	0	0
Claims Payable	0	0	0	0
Deferred Revenue	0	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	0
Property tax shift	0	0	0	0
<b>Total Liabilities</b>	<b>\$423</b>	<b>\$116</b>	<b>\$377</b>	
<b>Reserved for:</b>				
Severance	\$0	\$0	\$0	\$0
Nonspendable Inventory	0	0	0	3
Nonspendable Prepays	2	2	2	0
Staff Development	0	0	0	0
Reemployment comp	0	0	0	0
Basic skills	0	0	0	0
Learning development	0	0	0	0
Desegregation	0	0	0	0
Gifted and Talented	0	0	0	0
Pupil Transportation Safety	0	0	0	0
ECFE	0	0	0	0
Community Education	0	0	0	0
Community Services	0	0	0	0
Operating Capital	0	0	0	0
Facilities	0	0	0	0
Alternative facilities	0	0	0	0
Restricted Programs	0	0	0	0
Escrow Account	0	0	0	0
Endowment	0	0	0	0
Encumbrances	0	0	0	0
Designated for:				
Textbooks	0	0	0	0
Operating Capital	0	0	0	0
Undesignated	(4,399)	(2,098)	(3,503)	(3,503)
<b>Total Fund Balance</b>	<b>(\$4,397)</b>	<b>(\$2,096)</b>	<b>(\$3,500)</b>	
<b>Liabilities &amp; Fund Balance</b>				
	<b>(\$3,974)</b>	<b>(\$1,980)</b>	<b>(\$3,123)</b>	

BALANCE SHEET

ASSETS	03/31/16	06/30/15	03/31/15	FUND BALANCES	03/31/16	06/30/15	03/31/15
Cash / Investments	\$2,036	\$66	\$731	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	636	636	605	Severance	0	0	0
Accounts / Interest Receivable	2	6	1	Nonspendable Inventory	6	6	5
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff development	0	0	0
Due From MDE	143	311	129	Reemployment comp	0	0	0
Due From Federal thru MDE	0	120	0	Basic skills	0	0	0
Due From Federal - Direct	0	1,972	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	6	0	Pupil Transportation Safety	0	0	0
				ECFE	268	268	212
<b>Total Assets</b>	<b>\$2,816</b>	<b>\$3,116</b>	<b>\$1,466</b>	Community Education	534	534	350
				Community Services	254	254	220
				Operating Capital	0	0	0
				Facilities	0	0	0
<b>LIABILITIES</b>				Alternative facilities	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Restricted Programs	46	46	67
Accrued Interest Payable	0	0	0	Escrow Account	0	0	0
Salaries Payable	553	446	502	Endowment	0	0	0
Accounts Payable	3	89	1	Encumbrances	0	0	0
Due to Other Funds	0	282	0	Designated for:	0	0	0
Due to Other MN Districts	0	0	0	Textbooks	0	0	0
Due to Other Governments	0	0	0	Operating Capital	0	0	0
Claims Payable	0	0	0	Undesignated	12	0	(968)
Deferred Revenue	1	52	47				
Taxes Levied for Subsequent Yr.	1,139	1,139	1,030	<b>Total Fund Balance</b>	<b>\$1,120</b>	<b>\$1,108</b>	<b>(\$114)</b>
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>\$1,696</b>	<b>\$2,008</b>	<b>\$1,580</b>				

Liabilities & Fund Balance **\$2,816** **\$3,116** **\$1,466**

BALANCE SHEET

ASSETS	03/31/16	06/30/15	03/31/15	FUND BALANCES	03/31/16	06/30/15	03/31/15
Cash / Investments				Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	2	14	28	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	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
<b>Total Assets</b>	<b>(\$793)</b>	<b>(\$1,241)</b>	<b>(\$2,110)</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	127	18	134	Restricted Programs	0	0	0
Accounts Payable	2	68	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	837	837	795
Deferred Revenue	0	0	0	School Carryover	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	(1,759)	(2,150)	(3,011)
				<b>Total Fund Balance</b>	<b>(\$922)</b>	<b>(\$1,313)</b>	<b>(\$2,216)</b>
<b>Total Liabilities</b>	<b>\$129</b>	<b>\$86</b>	<b>\$134</b>				
				<b>Liabilities &amp; Fund Balance</b>	<b>(\$793)</b>	<b>(\$1,227)</b>	<b>(\$2,082)</b>

BALANCE SHEET

ASSETS	03/31/16	06/30/15	03/31/15	FUND BALANCES	03/31/16	06/30/15	03/31/15
Cash / Investments	\$3,622	\$5,833	\$5,272	Reserved for:	\$0	\$0	\$0
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 Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	17	17	17	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
<b>Total Assets</b>	<b>\$3,639</b>	<b>\$5,849</b>	<b>\$5,289</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	3,734	3,734	4,243
Accrued Interest Payable	0	0	0	Alternative facilities	1,864	1,864	1,988
Salaries Payable	7	3	8	Restricted Programs	0	0	0
Accounts Payable	41	248	14	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	Textbooks	0	0	0
Claims Payable	0	0	0	Operating Capital	0	0	0
Deferred Revenue	0	0	0	Undesignated	(2,007)	0	(964)
Taxes Levied for Subsequent Yr.	0	0	0				
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>\$48</b>	<b>\$251</b>	<b>\$22</b>	<b>Total Fund Balance</b>	<b>\$3,591</b>	<b>\$5,598</b>	<b>\$5,267</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$3,639</b>	<b>\$5,849</b>	<b>\$5,289</b>

BALANCE SHEET

ASSETS	03/31/16	06/30/15	03/31/15	FUND BALANCES	03/31/16	06/30/15	03/31/15
Cash / Investments	\$39,774	\$59,713	(\$6,993)	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	11,742	11,742	11,602	Severance	0	0	0
Accounts / Interest Receivable	128	128	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	212	212	196	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
<b>Total Assets</b>	<b>\$51,856</b>	<b>\$71,794</b>	<b>\$4,805</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	47,259	47,259	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	1,018	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	21,535	21,535	20,446	Undesignated	(16,938)	3,000	(16,659)
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>\$21,535</b>	<b>\$21,535</b>	<b>\$21,464</b>	<b>Total Fund Balance</b>	<b>\$30,321</b>	<b>\$50,259</b>	<b>(\$16,659)</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$51,856</b>	<b>\$71,794</b>	<b>\$4,805</b>

BALANCE SHEET

ASSETS	03/31/16	06/30/15	03/31/15	FUND BALANCES	03/31/16	06/30/15	03/31/15
Cash / Investments	\$1,621	\$1,616	\$1,610	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	4	4	15	Nonspendable Inventory	0	0	0
Due from Other Funds	0	195	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,625</u>	<u>\$1,816</u>	<u>\$1,625</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	1,625	1,816	1,625
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	0	0	0
Property tax shift	0	0	0				
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Total Fund Balance	<u>\$1,625</u>	<u>\$1,816</u>	<u>\$1,625</u>
				Liabilities & Fund Balance	<u>\$1,625</u>	<u>\$1,816</u>	<u>\$1,625</u>

BALANCE SHEET

ASSETS	03/31/16	06/30/15	03/31/15	FUND BALANCES	03/31/16	06/30/15	03/31/15
Cash / Investments	\$261	\$265	\$221	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	20	1	1	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	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	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
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				EGFE	0	0	0
Total Assets	<u>\$281</u>	<u>\$266</u>	<u>\$222</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	76	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	115	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	281	75	222
Property tax shift	0	0	0	Total Fund Balance	<u>\$281</u>	<u>\$75</u>	<u>\$222</u>
Total Liabilities	<u>\$0</u>	<u>\$191</u>	<u>\$0</u>				
				Liabilities & Fund Balance	<u>\$281</u>	<u>\$266</u>	<u>\$222</u>

BALANCE SHEET

ASSETS	03/31/16	06/30/15	03/31/15	FUND BALANCES	03/31/16	06/30/15	03/31/15
Cash / Investments	\$1,264	\$1,119	\$1,412	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	0	0	Nondisposable Inventory	0	0	0
Due from Other Funds	0	0	0	Nondisposable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,264</u>	<u>\$1,119</u>	<u>\$1,412</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	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	1,264	1,119	1,412
Property tax shift	0	0	0	Total Fund Balance	<u>\$1,264</u>	<u>\$1,119</u>	<u>\$1,412</u>
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>				
				Liabilities & Fund Balance	<u>\$1,264</u>	<u>\$1,119</u>	<u>\$1,412</u>





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 03/31/2016**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
03/11/2016	V79764	DULUTH FEDERATION OF TEA	31,309.88
03/11/2016	V107231	DULUTH TEACHERS CREDIT	7,843.91
03/11/2016	V106637	EBC - FLEX EFT	11,632.15
03/11/2016	V106636	EBC - TSA EFT	76,501.28
03/11/2016	V79771	EDUCATION MN CLERICAL	1,418.73
03/11/2016	V102915	FEDERAL 941 PR TAXES	555,751.23
03/11/2016	V108066	MG TRUST	122,185.97
03/11/2016	V05173	MN CHILD SUPPORT EFT	2,461.14
03/11/2016	V108320	MN DEPT OF REVENUE EFT	738.48
03/11/2016	V102916	MN STATE PR TAXES	88,497.68
03/11/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	81,329.95
03/11/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	255,158.84
03/11/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,441,685.13
03/25/2016	V79764	DULUTH FEDERATION OF TEA	31,317.01
03/25/2016	V107231	DULUTH TEACHERS CREDIT	7,793.91
03/25/2016	V106637	EBC - FLEX EFT	11,593.26
03/25/2016	V106636	EBC - TSA EFT	76,914.14
03/25/2016	V79771	EDUCATION MN CLERICAL	1,453.83
03/25/2016	V102915	FEDERAL 941 PR TAXES	608,700.18
03/25/2016	V108066	MG TRUST	124,877.67
03/25/2016	V05173	MN CHILD SUPPORT EFT	2,593.65
03/25/2016	V108320	MN DEPT OF REVENUE EFT	738.49
03/25/2016	V102916	MN STATE PR TAXES	97,744.72
03/25/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	96,174.39
03/25/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	262,664.38
03/25/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,600,217.20
03/30/2016	V06645	MEDICA HEALTH PLAN (EFT)	182,072.50
03/30/2016	V106638	PEIP - HLTH EFT	1,192,626.56
03/30/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	79,265.55
03/30/2016	V104923	HARRIS BANK	34,573.91
			7,087,835.72

**ISD 709 – Duluth Public Schools  
 GF Investment Activity for FY 2016  
 As of March 31, 2016**

**Beginning Investment Balance** (February 29, 2016): \$ **2,054,494.55**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
03/01	MN Trust Term Series	PMA	04/04/16	0.40%	\$ 1,000,000.00

**Total Purchases** \$ **1,000,000.00**

**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	\$	0.00
	Beginning Value Adjustment		0.00
	Other Interest/Cash Balance on Account (Reverse)		0.00
Deduct:	Transaction Fees/Other		49.51
	Market Value Adjustment		0.00

**Total Other** \$ **- 49.51**

**Ending Investment Balance** (March 31, 2016) \$ **3,054,445.04**

Note: Ending Investment Balance as of March 31, 2015 was \$ 1,162,584.95

**Duluth Public Schools-ISD 709**  
**APU / PU Projection Report - FY 2016**  
**May-16**

Grade Levels	May Enrollment	Progression to PU	Projected PU	PUW	Projected APU	EOY APU 1415
KG	553.5	1.002491690	554.88	1.00	554.88	<b>626.14</b>
HK	82	1.056775000	86.66	1.00	86.66	<b>66.48</b>
Gr 1-3	1922.65	0.994858317	1912.76	1.00	1912.76	<b>1962.97</b>
Gr 4-6	1767.5	0.986793774	1744.16	1.00	1744.16	<b>1769.40</b>
Gr 7-8	1140	0.970233571	1106.07	1.20	1327.28	<b>1365.14</b>
Gr 9-12	2724.7	0.961373826	2619.46	1.20	3143.35	<b>3149.47</b>
<b>Sub-Total</b>	8190.35				<b>8769.08</b>	<b>8939.61</b>
<b>Other APU Generators</b>						
	May Enrollment	Progression to PU	Projected PU	PUW	Projected APU	
<b>Early Childhood</b>	248	0.38711498	96.00	1.000	<b>96.00</b>	<b>93.34</b>
Early Childhood Details	Final Count	May 1 Count	Final PU			
12-13	344	227	91.75			
13-14	368	214	83.09			
14-15	371	252	93.34			
15-16*		248	96.00			
<b>Resident Tuition</b>						
Resident Tuition Details	Total APU			39.28		
12-13	48.46					
13-14	36.47					
14-15	32.90					
15-16*	39.28					
<b>ALC</b>						
ALC Details	Total APU			263.31		
12-13	273.97					
13-14	237.86					
14-15	278.11					
15-16*	263.31					
<b>Projected Total APU</b>					<b>8865.09</b>	<b>9032.95</b>
<b>Budgeted APU</b>					8945.50	
<b>Net</b>					-80.41	

INDEPENDENT SCHOOL DISTRICT NO. 709  
Duluth Public Schools  
Historic Old Central High School - 215 N. 1st Avenue E.  
Tel. (218) 336-8738 Duluth, Minnesota 55802-2069 Fax (218) 336-8777

**MEMORANDUM**

To: Bill Hanson, CFO/Executive Director of Business Services  
From: <sup>TK</sup> Tony Kelekovich, Supervisor of Purchasing  
Subject: Bid-1250 Dairy  
Date: April 25, 2016

Bids for Dairy Products for Child Nutrition – District Wide for the period July 1, 2016 through June 30, 2017 were advertised in the Duluth News Tribune and sent to seven (7) regional providers of dairy products. There was one (1) response from Kemps LLC:

<u>VENDOR</u>	<u>AMOUNT</u>
Kemps LLC St. Paul MN	\$ 221,275.45

It is recommended that the bid as submitted by Kemps LLC in the total (estimated) amount for the first year of \$ 221,275.45 be accepted. The second and third year renewals by mutual agreement are subject to the same conditions shown in the specifications.

Kemps (formerly Franklin Foods) has been our local supplier for many years.

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

**Program:** Child Nutrition – District Wide

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

VENDOR LIST/TABULATION

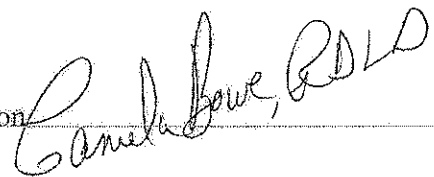
BID-1250 DAIRY

Agropur, Inc. St Paul MN	No Response
Apperts Foods St Cloud MN	No Response
Dean Foods/Land of Lakes Woodbury MN	Resources are not available to deliver as routes are full
Jack's Dairy Duluth MN	No Response
<b>Kemps LLC</b> <b>St Paul MN</b>	<b>\$ 221,275.45</b>
Manion Foods, Inc. Superior WI	No Response
Upper Lakes Foods Cloquet MN	No Response

## MEMO CHILD NUTRITION DEPARTMENT

To: Anton Kelekovich, Supervisor, Purchasing  
From: Pamela Bowe, R.D.L.D. Supervisor, Child Nutrition  
Date: 4/21/16  
Re: Dairy Bid #1250

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One vendor submitted a milk bid: Kemps St. Paul, MN (Formerly Franklin Foods).

Dean Foods North Central of Woodbury, MN sent in a response stating they do not have the resources to deliver as their routes are full.

Kemps submitted escalator bid pricing. The escalator is the cost of raw milk products per hundred weight which is set by the USDA, the agency that regulates milk prices.

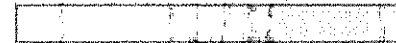
The recommendation is that the 2016-2017 Dairy Bid #1250 go to Kemps of St. Paul, Minnesota. Kemps came in at \$221,275.45.

If you have any questions, please do not hesitate to call.

Thank you.

Dairy Bid 1250

Product	Approx Usage	Escalator Pricing	Total
White 8 oz 1% Milk	350,000.00	\$ 0.21 \$	74,900.00
White 8 oz Skim Milk	55,000.00	\$ 0.21 \$	11,440.00
Choc 8 oz Skim Milk	600,000.00	\$ 0.22 \$	130,200.00
Lactose Free Milk 8 oz	300.00	\$ 0.69 \$	206.70
Sour Cream LowFat 5#	650.00	\$ 6.44 \$	4,186.00
Cottage Cheese 5#	50.00	\$ 6.86 \$	342.75
		\$	221,275.45



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**MEMORANDUM**

To: Bill Hanson, CFO/Executive Director of Business Services  
From: Tony Kelekovich<sup>TK</sup>, Supervisor of Purchasing  
Subject: Bid-1249 Pizza  
Date: April 25, 2016

Bids for the production and delivery of pizza for Child Nutrition – District Wide for the period September 2, 2016 through June 30, 2017 were advertised in the Duluth News Tribune and sent to eleven (11) area vendors. There were two (2) responses:

<u>VENDOR</u>	<u>AMOUNT</u>
Dominos Pizza	\$ 86,400.00
Muy Pizzas Minnesota (Pizza Hut)	\$ 96,000.00

It is recommended that the low bid meeting specification as submitted by Dominos Pizza in the total (estimated) amount for the first year of \$86,400.00 be accepted. The second year renewal by mutual agreement is subject to the same conditions shown in the specifications.

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

**Program:** Child Nutrition – District Wide

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

VENDOR LIST/TABULATION

BID-1249 PIZZA

Bulldog Pizza Duluth MN	No Response
<b>Dominos Pizza Ann Arbor MI</b>	<b>\$ 86,400.00</b>
Dominos Pizza International Falls MN	No Response
Green Mill Duluth MN	No Response
Little Ceasar's Pizza Duluth MN	No Response
Muy Pizzas Minnesota (Pizza Hut) St Paul MN	\$ 96,000.00
Papa John's Duluth MN	No Response
Pizza Luce Duluth MN	No Response
Pizza Man Duluth MN	No Response
Sammy's Pizza Duluth MN	No Response
VIP Pizza Duluth MN	No Response

## Memo Child Nutrition Department

**To:** Anton Kelekovich, Supervisor, Purchasing

**From:** Pamela Bowe, R.D.L.D. Supervisor, Child Nutrition

**Date:** 4/25/2016

**Re:** Pizza Bid # 1249

*Pamela Bowe R.D.L.D.*

---

Pizza Bid #1249 was sent to 11 local vendors. Domino's and Pizza Hut sent in bids for consideration.

Domino's was the low bid at \$7.20 . Domino's meet the new federal requirements for grain and protein.

Pizza Hut's bid came in at \$8.00 per pizza.

The estimate for pizzas sold for the 2016-2017 school year is 12,000 pizzas. Domino's price would be \$86.400. Pizza Hut's price would be \$96.000.

Based on low bid, it is my recommendation that Domino's receive the bid award.

INDEPENDENT SCHOOL DISTRICT NO. 709  
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MEMORANDUM

To: Bill Hanson, Director of Business Services  
From: Tony Kelekovich, <sup>TK</sup> Supervisor of Purchasing  
Subject: Bid-1251 General Office Supplies – Primary Vendor  
Date: May 2, 2016

Bids for a general office supplies-primary vendor for district-wide use were advertised and sent to five (5) vendors. Two (2) vendors responded as listed below. Each vendor's response was given a point total in five (5) categories: hot list pricing (176) high volume items, catalog discount pricing, service and support, internet ordering capability, and value added (additional capabilities that can save the district time and money).

Point total (100 max) results were as follows:

Northern Business Products	95
School Specialty	77

It is anticipated that annual purchases will be over \$85,000 under this contract.

The contract period is July 1, 2016 – June 30, 2018, with an additional two (2) year contract signed upon mutual agreement.

The bid meeting specifications with the highest point total for the initial contract period as submitted by Northern Business Products is recommended.

**Fund:** General Fund

**Program:** Various district-wide

**Fund Custodian:** Site administrators

VENDOR LIST/TABULATION

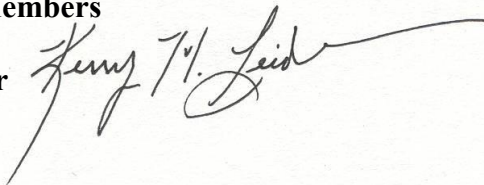
BID-1251 GENERAL OFFICE SUPPLIES – PRIMARY VENDOR

National Art & School Supplies Rahway NJ	No Response
Northern Business Products Duluth MN	95 Points
Office Depot Brainerd MN	No Bid
School Specialty Lancaster PA	77 Points
Staples Arden Hills MN	No Bid

# Memorandum

**To: Bill Hanson  
School Board Members**

**From: Kerry M. Leider**



**Date: May 11, 2016**

**Re: Bid #1248-1 – Historic Old Central High School Parking Lot Improvements**

The above bid was advertised according to statute and School Board Policy. Five (5) bids were received in response to the School District’s notice for bids for the HOCHS Parking Lot Improvements. The attached Bid Tab and recommendation letter reflect the bids received related to the scope of work.

It is recommended the Duluth School Board approve entering into a contract with the contractor as listed on the recommendation letter based on their low bid as provided in response to Bid #1248-1 – Historic Old Central High School Parking Lot Improvements.

Enclosures

May 11, 2016

Kerry Leider  
Property and Risk Manager  
Duluth Public Schools  
215 North 1st Ave. East  
Duluth, MN 55802

Re: Recommendation of Award  
HOCHS Parking Lot Improvements  
Bid # 1248-1

Dear Kerry:

I have reviewed the (5) bids received for the Parking Lot Improvements at HOCHS. See attached Bid Tabulation for summary of all bids.

All bidders provided a complete and competent bid. I therefore am recommending to you, that the Duluth School District award the project to **Utility Systems of America (USA)**, being the low bidder. Also after discussions with yourself and staff, I recommend that Bid Alternate #1 shall be authorized as part of the contract. See breakdown of amounts shown below:

Base Bid Total (Lump Sum): \$664,986.00  
Bid Alternate #1 (Lump Sum): \$29,862.00

Total Lump Sum Contract Amount: **\$694,848.00**

NCE is confident that USA will perform the work in accordance to the plans and specifications in a quality and timely manner.

If you have any questions please contact me at 218-727-5995.

Sincerely,



David Bolf, P.E. - Partner  
Northland Consulting Engineers LLP

## Bid Tabulation

Project: HOCHS Parking Lot Improvements  
 ISD 709 Bid No.: 1248-1  
 Date: 5/11/2016

Bidders:	Bougalis & Sons	Hovland	KTM Paving	Stack Bros.	USA
<b>Subtotal Base Bid (Lump Sum)</b>	\$ 715,000.00	\$ 718,000.00	\$ 765,400.90	\$ 725,275.00	\$ 645,986.00
<b>4" Concrete Sidewalk Section (Lump Sum)</b>	\$ 24,000.00	\$ 33,000.00	\$ 26,286.82	\$ 25,700.00	\$ 13,000.00
<b>Rock Removal (Unit Price)</b>	\$ 250.00	\$ 800.00	\$ 444.09	\$ 400.00	\$ 300.00
<b>Rock Removal (Item Cost based on 20 CY)</b>	\$ 5,000.00	\$ 16,000.00	\$ 8,881.80	\$ 8,000.00	\$ 6,000.00
<b>Base Bid Total</b>	\$ 744,000.00	\$ 767,000.00	\$ 800,569.52	\$ 758,975.00	\$ 664,986.00
<b>Bid Total Including Alternate #1</b>	\$ 773,000.00	\$ 802,000.00	\$ 833,573.89	\$ 788,475.00	\$ 694,848.00
<b>Bid Total Including Alternate #2</b>	\$ 749,000.00	\$ 779,000.00	\$ 779,199.19	\$ 738,075.00	\$ 658,586.00
<b>Bid Total Including Alternates #1 &amp; #2</b>	\$ 802,000.00	\$ 847,000.00	\$ 838,490.38	\$ 793,275.00	\$ 701,448.00
<b>Bid Alternate #1 (Lighting Fixtures and Connections)</b>	\$ 29,000.00	\$ 35,000.00	\$ 33,004.37	\$ 29,500.00	\$ 29,862.00
<b>Bid Alternate #2 (6" Concrete Sidewalk Section)</b>	\$ 29,000.00	\$ 45,000.00	\$ 4,916.49	\$ 4,800.00	\$ 6,600.00

INDEPENDENT SCHOOL DISTRICT NO. 709  
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**MEMORANDUM**

TO: Bill Hanson, CFO/Executive Director Business Services  
FROM: Tony Kelekovich, <sup>TV</sup> Supervisor of Purchasing  
SUBJECT: RFP-302 – Student Pictures/ID Card – District Wide  
DATE: April 25, 2016

Requests for proposals for Student Pictures and Photo ID Cards were advertised and sent to three (3) known vendors.

One (1) response was received from Lifetouch National School Studios with the details shown on the attached spreadsheet.

Based on the pricing structures being offered for various picture packages, ID Cards, plus the set commission rates that were pre-established in the specifications, it is recommended that the proposal meeting specifications as submitted by Lifetouch National School Studios be accepted. Pricing is consistent with the previous contract.

The contract will be for a four (4) year period, July 1, 2016 through June 30, 2020, with annual renewals by mutual agreement.

Lifetouch complied with or exceeded the specifications and criteria requirements listed on the Form of Proposal. Furthermore, Lifetouch has been the contracted vendor with ISD 709 for these services since 2008.

The commissions received shall be deposited in each schools Activity Fund account as picture revenue.

**RFP-302 STUDENT PICTURES/ID CARD – DISTRICT WIDE  
VENDOR LIST**

Cahill Studios of Photography  
Amery WI

No Response

Interstate Studio  
Grand Rapids MN

No Proposal Submitted This Time

**Lifetouch National School Studios**  
**Maple Grove MN**

**See Attached Summary**

**RFP-302 ANNUAL STUDENT PICTURES/ID SUMMARY**

	LIFETOUCH		
I.D.CARD	No Charge		
PACKAGE #1	\$ 17.50		
PACKAGE #2	\$ 13.00		
PACKAGE #3	\$ 11.00		
PACKAGE #4	\$ 9.75		
PACKAGE #5	\$ 9.75		
PACKAGE #6	\$ 6.75		
ADDITIONAL OPTIONS:			
OPTION A	\$ 7.25		
OPTION B	\$ 7.25		
OPTION C	\$ 7.25		
OPTION D	\$ 7.25		
OPTION E	\$ 7.25		
OPTION F	\$ 9.00		
OPTION G	\$ 12.00		
MAXIMUM INCREASE	3%	2017-2018	
	3%	2018-2019	
	3%	2019-2020	

Prices are for elementary and secondary students.

## **4211098 - GIFTS FOR EMPLOYEES AND SCHOOL BOARD MEMBERS**

(MSBA 421)

### **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 (of nominal value).
- 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. For this section only the Superintendent has discretion to determine what value is "nominal".
- C. 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 nominal value of a promotional or public relations nature.
- D. Teachers may accept from publishers free samples of textbooks and related teaching materials.
- E. 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.
- F. 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)

**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: 04-21-2015 ISD 709  
Revised: 5-17-16 Renumbered



# GROUP APPLICATION

## EMPLOYER INFORMATION

Employer <b>Independent School District 709</b>		Federal Tax ID Number <b>41-6003776</b>	Desired Effective Date <b>07/01/2016</b>	
Name and title of person responsible for benefits decisions <b>WILLIAM HANSON, CFO/EXECUTIVE DIRECTOR OF BUSINESS SERVICES</b>			Phone <b>( 218 ) 336-8704</b>	
Email Address <b>william.hanson@isd709.org</b>			Fax <b>( 218 ) 336-8773</b>	
Address <b>215 NORTH FIRST AVENUE EAST</b>	City <b>DULUTH</b>	County <b>ST LOUIS</b>	State <b>MN</b>	Zip Code <b>55802</b>
Name and title of person responsible for billing and accounting <b>ROBIN EVANSON</b>			Phone <b>( 218 ) 336-8700, X 1051</b>	
Email address <b>roberta.evanson@isd709.org</b>			Fax <b>(218 ) 336-8777</b>	
Union Representative, if appropriate			Union Rep Email Address	

## # OF EMPLOYEES TO BE INCLUDED IN COVERAGE      ELIGIBILITY CRITERIA

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

Total # of eligible employees      1130\*\*  
\*\* Includes 70 employees with family coverage and both work for ISD709

# of employees who waived & have no other coverage      \_\_\_\_\_

# of employees who waived due to coverage elsewhere      \_\_\_\_\_

Total # employees who waived      36

**Total number to be included in PEIP**      1059

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

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

The Public Employees Insurance Program allows employers the opportunity to determine eligibility criteria.

Please attach a copy of your group's eligibility policy and include hours worked, effective date of coverage for new hires, and any waiting period. (or indicate your group policy below)

Remains the same as in previous years except all ACA qualified employees will be enrolled per law.

## SELECTION OF COVERAGE      COBRA/MN Continuation/Retiree Billing

**Health Coverage:**

Advantage High Plan  
 Advantage Value Plan  
 Advantage HSA Plan

Group will do own COBRA/Retiree Administration  
 PEIP will assist in COBRA/Retiree Billing and Administration

Group will bill for early retirees and COBRA  
 PEIP will bill early retirees and COBRA directly

**Optional Dental Coverage:**

Preventive Plan  
 Comprehensive Plan

**Employer Contributes:**

90-100% of employee premium.  
 50-89% of employee premium.

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

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

Choose one:     \$10,000 flat amount per active employee     Amount equal to salary     Other (please specify below)

Eligibility:     All employees     Medical lock

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

**TERMS AND CONDITIONS**

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

You agree to participate for a two-year term. M. S. 43A.316, Subd. 5. (d) Participation in the program is for a two-year term.

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

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

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

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

**EMPLOYER SIGNATURE**

**EXCLUSIVE REPRESENTATIVE (if applicable)**

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

\_\_\_\_\_  
Agent signature

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Title Date

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

\_\_\_\_\_  
Exclusive representative signature

\_\_\_\_\_  
Title Date

Innovo Benefits Signature

Date

# STATEMENT OF WORK

<b>Project Name:</b>	Cisco Unified Communications Upgrade	<b>Seller Representative:</b>
<b>Customer Name:</b>	Independent School District #709	Steve Tatge (763) 592-5808 steve.tatge@cdw.com
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	April 14, 2016	<b>Solution Architect:</b>
<b>Version:</b>	3	Casey Nordendale

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Independent School District #709 (“**Customer**” and “**you**”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

Customer currently has a Cisco Unified Communications (UC) and Collaboration environment architecture implemented at Customer’s Involta data center. Seller will complete a parallel build of Customer’s UC architecture and upgrade it to Collaboration Systems Release (CSR) 11.0, on new BE7000 servers.

The purpose of this project is to leverage current Cisco Unified Communications (UC) resources as the basis for deploying next generation functionality by upgrading the existing:

- Cisco Unified Communications Manager (CUCM), version 7.1.5
- Cisco Unity Connection messaging (CUC), version 7.1.5
- Cisco Emergency Responder (CER), version 7.1.1

In addition to the upgrades:

- The CUCM cluster, Seller will build out the new CUCM based on today’s best practices and standards and migrate the configuration data from the existing CUCM server to the newly built CUCM cluster.
  - The new CUCM cluster will be built in an isolated network with the same IP address as the existing CUCM cluster.
- Seller will replace two existing 2851 gateways with new 4321 gateways.
- Seller will provide forty (40) hours of engineering support to assist with CER configuration consulting services.
- Seller will configure fifty (50) ATA190 voice gateways, replacing existing ATA186 gateways.

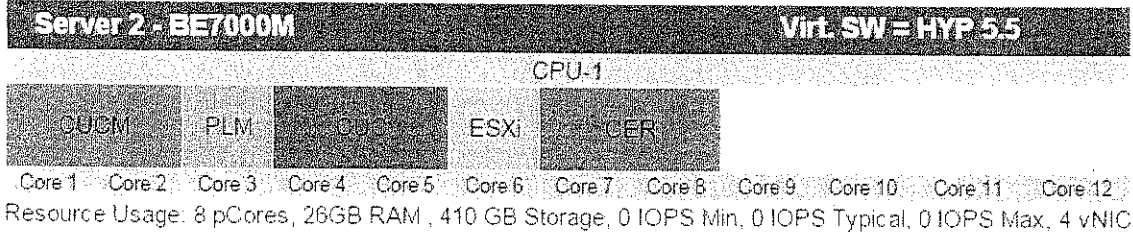
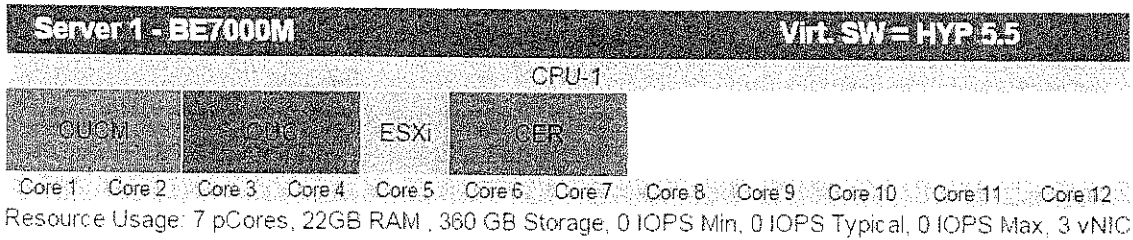
### UNIFIED COMMUNICATION UPGRADES

Prior to the upgrades, Seller’s voice engineers will review the current configurations and provide any recommendations addressing issues or needs.

Seller will implement the following upgrades to the Cisco voice components at Customer’s Involta data center as part of this project:

#### CISCO UNIFIED COMPUTING SYSTEM

Upgrades to the existing Unified Communications environment utilize new Cisco Unified Computing System (UCS) Business Edition 7000 rack-mount servers. With the Cisco UCS, Cisco Unified Communications applications run in a virtualized environment. Each UCS server will be configured as follows:



Customer to provide all required VMWare licensing if connecting to a VCenter.

### COMMUNICATIONS MANAGER

Seller will upgrade the Communications Manager from version 7.1.5 to version 11.0 as defined in the *Cisco Unified Computing* section of this Statement of Work.

The following tasks are part of this process:

- Develop migration plan. The specific upgrade process and procedure will be determined during design phase.
- Ensure that the necessary license files have been obtained for the new release.
- Build out the new CUCM Publisher and Subscriber servers based on best practices and standards.
- Export and modify and import the CUCM data from the existing CUCM 7.1.5 servers to the new 11.0 servers
- Complete post-upgrade test plan.
- Complete post upgrade system backup.

### PLM LICENSING

As part of the Unified Communications Manager upgrade process, the user licensing model will change. Seller will work with Cisco Licensing, to facilitate the migration of licenses as follows:

As part of the Unified Communications Manager upgrade process, the user licensing model will change. Seller will work with Cisco Licensing, to facilitate the migration of licenses as follows:

- Migrate existing Device License Units (DLUs) to 100 Unified Workspace Licensing (CUWL) Professional user licenses.
- Migrate existing Device License Units (DLUs) to 501 Unified Workspace Licensing (CUWL) Standard user licenses.
- Install 601 Unified Workspace Licensing (CUWL) Standard Messaging licenses.
- Install 549 Basic (non-CUWL) Messaging licenses.
- Migrate existing Device License Units (DLUs) to approximately 1000 User Connect Enhanced licenses.
- Migrate existing Device License Units (DLUs) to approximately 50 User Connect Essential licenses.
- Migrate existing 1200 CER licenses.
- Implement the Prime License Manager (PLM) as a stand-alone server as defined in the *Cisco Unified Computing* section of this Statement of Work. The PLM handles licensing fulfillment, supports allocation and reconciliation of licenses, and provides enterprise-level reporting of usage and entitlement for the Cisco Unified Communications Manager, instant messaging (IM) and Presence and Cisco Unity Connection applications. The following tasks are a part of this process:

- Implement VMware OVA template for PLM on one UCS server.
- Implement Cisco's voice operating system and the PLM application.
- Configure Unified Communications Manager and Unity Connection servers in PLM.
- Implement the 11.0 licenses in PLM.

## VOICE GATEWAYS

Customer currently has two 2851 voice gateways, each supporting three (3) PRI circuits at their Involta data center. Seller will complete the required configuration on two (2) new 4321 voice gateways to replace the existing 2851 gateways:

1. Configure the 4321 voice gateways with the following:
  - QOS will be configured based upon the latest Seller best practices to set priority on all voice control and bearer traffic.
  - Configure physical network interfaces based on the design phase of the project.
  - Configure three (3) PRI circuits on each voice gateway.
  - Configure the remaining DSP resources for conferencing and transcoding.
  - Configure high availability based on the design phase of the project.
  - Configure all network addressing based on the design phase of the project.
  - Configure secure access to the router based on the design phase of the project.
  - Configure unicast and multicast routing based on the design phase of the project.
  - Configure network management parameters based on the design phase of the project.
  - Other configuration parameters, as necessitated by the environment and as dictated by Seller best practices.
  - Remove the existing 2851 configuration from CUCM (post cutover).
2. Configure the fifty (50) ATA190 gateways with the following:
  - Configure IP addresses and related information.
  - Configure Communications Manager with the required information for each port with a device connected.
  - Remove the ATA186 configuration from CUCM (post cutover).

## CUSTOMER RESPONSIBILITIES

1. Place all ATA190s
2. Terminate/cable all analog connections for the ATA190s.

## ASSUMPTIONS

1. The ATAs will only be used for faxes and analog phones. Modems and overhead paging are not supported on these devices.

## UNITY CONNECTION UPGRADE

Seller will upgrade the Unity Connection messaging application from 7.1.5 to 11.0 as defined in the *Cisco Unified Computing* section of this Statement of Work.

The following tasks are part of this process:

- Develop migration plan. The specific upgrade process and procedure will be determined during design phase.
- Ensure that the necessary license files have been obtained for the new release.
- Complete a backup of the Unity Connection server.
- Restore backup to new VMWare OVA on the UCS BE7000 servers.
- Upgrade Unity Connection from version 7.1.5 to version 11.0.
- Complete post-upgrade test plan.
- Complete post upgrade system backup.

## CISCO EMERGENCY RESPONDER (CER) UPGRADE

Seller will upgrade CER from version 7.1.1 to 11.0 as defined in the *Cisco Unified Computing* section of this Statement of Work.

The following tasks are part of this process:

- Develop migration plan. The specific upgrade process and procedure will be determined during design phase.
- Ensure that the necessary license files have been obtained for the new release.
- Complete disaster recovery system backup.
- Restore backup to new VMWare OVA on the UCS BE7000 servers.
- Upgrade CER from version 7.1.1 to version 11.0.
- Complete post-upgrade test plan.
- Complete post upgrade system backup.

## CER CONFIGURATION ASSISTANCE

Seller will provide forty (40) hours of CER configuration/remediation consulting services.

## PROJECT ASSUMPTIONS

1. CER remediation services are limited to forty (40) hours. If additional remediation is required, a change order will need to be completed.

## CISCO UNIFIED ATTENDANT CONSOLE STANDARD

As part of the upgrade process, Seller will replace two (2) existing Cisco Attendant Console clients with two (2) new Cisco Unified Attendant Console Standard clients, as follows:

- Review Customer's existing receptionist positions and determine requirements.
- Implement and configure Cisco Unified Attendant Console Standard on Customer provided workstations.
- Configure CUCM and TSP to support Cisco AC Standard.
- Configure receptionist positions, including general settings, queues, night/overflow destinations, & park destinations.

## CUSTOMER RESPONSIBILITIES

1. Customer will provide supported desktop operating system and software, as defined by Cisco
  - a. Hardware Requirements:
    - i. 2.4 GHz Core 2 Duo
    - ii. 4 GB RAM
    - iii. 10 GB available hard drive space
    - iv. 100 Mbps network card, connected to the same network as Cisco Unified Communications Manager
    - v. Using TCP/IP
    - vi. Monitor with 1024x768 resolution (recommended: monitor with 1440x900 resolution, plus headset)
    - vii. Keyboard with 10-key number pad.
  - b. Software Requirements:
    - i. Windows Vista Professional with SP2 (32-bit or WoW64)
    - ii. Windows 7 (32-bit or WoW64) – integration with Cisco Unified Communications Manager versions
    - iii. 7.1(5) or 8.0(x) is not supported under this operating system
    - iv. Windows 8 (32-bit or WoW64) – you can integrate only with Cisco Unified Communications Manager version 10.0(1) or 10.5(1) under this operating system

- vi. Windows 8.1 64-bit – you can integrate only with Cisco Unified Communications Manager version
- vii. 10.0(1) or 10.5(1) under this operating system

## **TRAINING**

Training includes training for both system administration staff and Receptionist training for Cisco Attendant Console Standard.

## **ADMINISTRATION TRAINING**

Seller will provide a single two (2) hour training session for up to five (5) administrators on updates to the Cisco Collaboration architecture including Prime Licensing manager;

## ATTENDANT CONSOLE STANDARD TRAINING FOR RECEPTIONISTS

Seller will provide two (2) one hour training sessions with the receptionists on Cisco Attendant Console Standard.

## **CUSTOMER RESPONSIBILITIES**

1. Customer is responsible for activating the Cisco Unified Communications software subscription.
2. Customer is responsible for using Cisco's Product Upgrade Tool at [www.cisco.com](http://www.cisco.com) to order the applicable UC license upgrades and software media. Seller engineering resources will commence services once Customer has received the upgrade(s).
3. Customer will provide desktops that meet the minimum Attendant Console hardware and software requirements specified by Cisco.
4. Customer will provide desktop speakers for Attendant Console positions, which are required for audio alerts.
5. Customer will implement all required DNS records, if required per the design phase, prior to migration or implementation.
6. Customer will provide personnel for all voice prompt recording. No Seller employees shall be used for any voice prompt recording in a production environment.
7. Customer is responsible for communication with their PS-ALJ service bureau provider for E911 as required for CER remediation.

## **PROJECT ASSUMPTIONS**

### TECHNICAL

1. Customer will provide a functional SFTP resource for system backups and upgrades.
2. Existing Microsoft and Active Directory environments are stable and operational.

### PREPARATION

1. The current Unified Communications environment is stable and operational.
2. The current network is functioning properly (no adverse conditions) prior to the implementation of new equipment.
3. Cabling to all switch and router equipment, as well as to all phones is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
4. Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.
5. Customer will provide all remote site resources, as required to support cutover testing.

### ACCEPTANCE AND CHANGES

1. All delays and extension of outage periods that are due to faulty hardware or software problems resulting from hardware or software not being covered by a SMARTnet support contract will be billable on a time-and-material basis and will not be included in the fixed-price project fee.

## KNOWLEDGE TRANSFER AND TRAINING

For training details, please see “End-user Training” section above.

Customer is responsible for the following:

1. Ensure attendance of staff members at scheduled training sessions.

## SUPPORT

1. An appropriate Customer technical contact will be available for the duration of the project to provide any necessary network information, access to the existing network, appropriate security clearance, and access to the building where the equipment will reside.
2. One day (8 hours) of post-cutover support is included in the project scope. Assuming all acceptance criteria are met, any subsequent support following the first day of service will be considered out-of-scope and billable on a time-and-materials basis.
3. Seller will provide services only on Cisco Systems’ generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, the parties agree that the SOW will need to be amended under a Change Order to support the required changes.
4. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team will temporarily disengage until the manufacturer is able to resolve the bug and execute a full regression test.
5. Seller is not responsible for troubleshooting echo or call quality issues that are present within the Public Switched Telephone Network (PSTN).
6. During the testing phase, Customer and Seller will participate in building and executing the functional test plan to validate system capabilities. This test plan will serve as the user acceptance plan. Customer sign-off will be based on successful completion of the functional test.

## **OUT OF SCOPE**

Specific tasks outside this SOW include, but are not limited to:

1. Implementation and testing of cabling.
2. Implementation, testing, and configuration of equipment not included in the equipment list.
3. Implementation, configuration, and testing as a result of design changes.
4. Workstation and non-Unified Communications related server connectivity testing.
5. No additional features or functionality will be configured during this upgrade process.
6. Implementation, configuration or deployment of applications that may be included in Cisco Unified Workspace Licensing but not specifically identified in this Statement of Work.
7. Hostname/IP addressing changes.
8. Remediation of any issue found during the systems review.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Project Schedule	Implementation Project Plan	MS Project/PDF
BoM	Bill of Materials – if required	PDF
Upgrade Testing documentation	Completed upgrade test plans	Word, Excel, PDF
Technical Design Document	Contact Center Technical Design Documentation of system design	PDF, Word
Training Materials	Electronic administrative training materials	Various

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 2).

The Total Estimated Services Fees of \$42,547.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 246 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Collaboration Engineer – Per Hour	\$175.00	199	\$34,825.00
Collaboration Engineer- OT – Per Hour	\$262.00	6	\$1,572.00
Project Manager – Per Hour	\$150.00	41	\$6,150.00
<b>Estimated Totals</b>		<b>246</b>	<b>\$42,547.00</b>

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

## EXPENSES

Radius Travel time or expenses will not be billed for this project.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.
7. THERE ARE NO DELIVERABLES OR OTHER WORKS OF AUTHORSHIP PROVIDED BY SELLER UNDER THIS SOW.
8. SOME OR ALL OF THE SERVICES PROVIDED UNDER THIS SOW WILL BE PERFORMED BY SELLER'S SUBCONTRACTOR:

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## EXPIRATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

## CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## MISCELLANEOUS

This SOW shall be governed by that certain Contract Number 41729 (f/k/a Contract Number 41728) for the provision of Telecom: Network Equipment, Maintenance and Support between CDW Government LLC and the State of Minnesota, acting through the Department of Administration, Materials Management Division dated October 31, 2012 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

## CDW Government LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Mailing Address:

230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

The following PSM has given approval:  
Yvonne LeNoue

## Independent School District #709

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Mailing Address:

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

### Billing Contact (If different than above):

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

# EXHIBIT A.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
Involta Data Center 421 North 6th Avenue East Duluth, MN 55811	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input checked="" type="checkbox"/> Knowledge Transfer <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input checked="" type="checkbox"/> Support <input checked="" type="checkbox"/> Training <input type="checkbox"/> Custom Work

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Ptg. 11/15

## CLOSED END MOTOR VEHICLE LEASE

Lease Date: 04/22/16

Business, Commercial, or Agricultural Purpose Lease.

Lessor Name and Business Address	Lessee(s) Name(s) and Residence Address(es)
FREEWAY AUTO CENTER, LLC 1701 West Michigan Street Duluth, MN 55806	DULUTH PUBLIC SCHOOLS ISD 709 215 N 1ST AVE E DULUTH, MN 55802-0000 County: <u>SAINT LOUIS</u>

**1. Parties and Agreement to Lease.** In this Lease, "you" and "your" mean the lessee. "We," "us" and "our" mean the original lessor and the party to whom the original lessor intends to assign the Lease. These terms, conditions and disclosures govern your lease with us and after assignment, with the party to whom we have assigned the Lease (the "Assignee"). Disclosures in this Lease are made on behalf of the lessor, and after assignment, on behalf of the Assignee shown below. Each of you who signs the Lease is individually liable to us for all Lease obligations. You are leasing the Vehicle described below (the "Vehicle") from us. You agree to pay all amounts due under the Lease and fulfill all your obligations under the Lease. You intend to use the Vehicle primarily for personal, family or household purposes unless the "Business, Commercial or Agricultural Purpose Lease" box above is checked. In this Lease, "e" means an estimate. The Consumer Leasing Act Disclosures shown below are also terms of this Lease.

### 2. Description of the Leased Property (The "Vehicle")

New/Used	Year	Make	Model	Body Style	Vehicle ID #	Odometer
NEW	2016	KIA	FORTE LX	4DR SDN	KNAFK4A6965532517	18

### 3. CONSUMER LEASING ACT DISCLOSURES

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges (not part of your monthly payment)	Total of Payments (The amount you will have paid by the end of the Lease)
(Itemized below)* \$ <u>3,100.00</u>	Your first monthly payment of \$ <u>218.94</u> is due on <u>22 Apr</u> , <u>2016</u> followed by <u>35</u> payments of \$ <u>218.94</u> due on the <u>22</u> of each month. The total of your monthly payments is \$ <u>7,881.84</u> .	Disposition fee (if you do not purchase the Vehicle) \$ <u>400.00</u> <u>N/A</u> \$ <u>N/A</u> <u>N/A</u> \$ <u>N/A</u> Total \$ <u>400.00</u>	\$ <u>11,162.90</u>

#### \*Itemization of Amount Due at Lease Signing or Delivery

Amount Due at Lease Signing or Delivery:	How the Amount Due at Lease Signing or Delivery will be paid:
Capitalized cost reduction \$ <u>2,881.06</u>	Net trade-in** allowance \$ <u>0.00</u>
First monthly payment \$ <u>218.94</u>	Rebates and noncash credits \$ <u>2,100.00</u>
Refundable security deposit \$ <u>N/A</u>	Amount to be paid in cash \$ <u>1,000.00</u>
Refundable reconditioning reserve \$ <u>N/A</u>	
Title fees \$ <u>N/A</u>	
Registration fees \$ <u>N/A</u>	
<u>N/A</u> \$ <u>N/A</u>	
<u>N/A</u> \$ <u>N/A</u>	
<b>Total</b> \$ <u>3,100.00</u>	<b>Total</b> \$ <u>3,100.00</u>

#### Your monthly payment is determined as shown below:

<b>Gross capitalized cost.</b> The agreed upon value of the Vehicle (\$ <u>18,965.00</u> ) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	\$ <u>20,506.90</u>
<b>Capitalized cost reduction.</b> The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	- \$ <u>2,881.06</u>
<b>Adjusted capitalized cost.</b> The amount used in calculating your base monthly payment.	= \$ <u>17,625.84</u>
<b>Residual value.</b> The value of the Vehicle at the end of the Lease used in calculating your base monthly payment.	- \$ <u>10,430.75</u>
<b>Depreciation and any amortized amounts.</b> The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	= \$ <u>7,195.09</u>
<b>Rent charge.</b> The amount charged in addition to the depreciation and any amortized amounts.	+ \$ <u>686.75</u>
<b>Total of base monthly payments.</b> The depreciation and any amortized amounts plus the rent charge.	= \$ <u>7,881.84</u>
<b>Lease payments.</b> The number of payments in your Lease (This is also the number of months in your Lease).	+ <u>36</u>
<b>Base monthly payment.</b>	= \$ <u>218.94</u>
Monthly sales/use tax.	+ \$ <u>N/A</u>
<u>N/A</u>	+ \$ <u>N/A</u>
<u>N/A</u>	+ \$ <u>N/A</u>
<b>Total monthly payment.</b>	= \$ <u>218.94</u>

The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater the charge.  
**Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 12,000 miles per year at the rate of 20 ¢ per mile.

**Purchase Option at End of Lease Term.** You have an option to purchase the Vehicle at the end of the Lease term for \$ 10,430.75 and a purchase option fee of \$ N/A. The purchase option price does not include official fees such as those for taxes, tags, licenses and registration.

**Other Important Terms.** See your lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

**4. \*\*Description of the Trade-In Vehicle**

Year _____	Gross Amount of Trade-In Allowance	\$ _____	N/A
Make _____ Model _____	Prior Credit or Lease Balance	- \$ _____	N/A
	Net Trade-In Allowance (if less than 0 then enter 0)	= \$ _____	0.00

**5. Itemization of Gross Capitalized Cost**

Agreed upon value of the Vehicle:	\$ <u>18,965.00</u>	Optional Products and Services:	
Other amounts included in the gross capitalized cost:		Mechanical Breakdown Protection	\$ <u>N/A</u>
Taxes	\$ <u>595.15</u>	Service Contract	\$ <u>N/A</u>
Title and Registration fees	\$ <u>276.75</u>	Gap Contract or Coverage or Waiver	\$ <u>N/A</u>
Lease acquisition fee	\$ <u>595.00</u>		\$ <u>N/A</u>
Documentation fee	\$ <u>75.00</u>		\$ <u>N/A</u>
Prior credit or lease balance on trade-in vehicle	\$ <u>N/A</u> ‡		\$ <u>N/A</u>
	\$ <u>N/A</u>	<b>Total Gross Capitalized Cost:</b>	\$ <u>20,506.90</u>

‡ No add permitted unless lessor has paid prior credit or lease balance.

**6. Official Fees and Taxes.** The total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your monthly payments or assessed otherwise: \$ 750.00 (e) depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

**7. Warranties.** The Vehicle is subject to the following express warranties: If the Vehicle is new, the Vehicle is subject to the manufacturer's standard new car warranty.  If this box is checked, the Vehicle is subject to the following express warranty or guarantee:  
N/A  
N/A

If the Vehicle is not new, and no warranty is identified in the previous sentence, there is no express

warranty on the Vehicle. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTIES IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. If we make a written warranty covering the Vehicle or, within 90 days of the Lease Date we extend a service contract covering the Vehicle, this disclaimer will not affect any implied warranties during the term of the warranty or service contract.

**8. Late Payments.** The charge for late payments is: the lesser of \$20 or 10% for any payment not received within 10 days of the date it is due.

**9. Disposition Fee** (See "Return of the Vehicle" on the other side of this Lease):  
 \$ 400.00

**10. Early Termination Fee** (See "Terms Concerning Your Early Termination Liability" on the other side of this Lease): \$ 400.00

**11. Optional Products and Services**

You are not required to buy any of the following optional products and services to enter into the Lease. The term of any product or service will be the Lease term, unless a different term is shown below. If you decide you want to buy an optional product or service, review the terms of the contract which describes the product or service before you initial below. A completed copy of the contract will be given to you as soon as practicable. **By initialing below, you indicate that you want to purchase the optional products and services indicated. If the cost shown below is not shown as part of the Itemization of Amount Due at Lease Signing or Delivery above, it has been added to the Gross Capitalized Cost (see above).**

Optional Product or Service	Amount or Period	Price	Term	Name of Provider	Approval
Optional Mechanical Breakdown Protection or Service Contract	N/A	N/A	N/A	N/A	Lessee Initials <u>N/A</u>
Optional Gap Contract or Coverage, or Gap Waiver	N/A	N/A	N/A	N/A	Lessee Initials <u>N/A</u>

**12. NOTICES**

**NOTICE TO THE LESSEE: YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS AND UNTIL YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE. DO NOT SIGN THIS LEASE BEFORE YOU READ BOTH SIDES OF IT OR IF IT CONTAINS ANY BLANK SPACE TO BE FILLED IN. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS LEASE WHEN YOU SIGN IT. BY SIGNING THE LEASE, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ A COMPLETED COPY OF THIS LEASE BEFORE SIGNING IT.**

**LESSEE SIGNATURES** (check if other than individual(s))  Corporation  Partnership  LLC or LLP  Sole Proprietorship

Lessee Signature _____	Lessee Signature <u>N/A</u>
Type/Print Lessee Name <u>DULUTH PUBLIC SCHOOLS ISD 709</u>	Type/Print Lessee Name <u>N/A</u>

**LESSOR'S ACCEPTANCE AND ASSIGNMENT**

The Lessor's authorized signature indicates the Lessor has accepted the terms, conditions and obligations of the Lease and that the Lessor agrees to the "Lessor's Assignment" provision on the other side of this Lease.

Lessor Name: <u>FREWAY AUTO CENTER, LLC</u>	By: _____
Assignee Name: <u>HYUNDAI LEASE TITLING TRUST</u>	Type/Print Name: _____
	Type/Print Title: _____

**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.

<b>SCHOOL</b>	<b>NAME</b>	<b>RESTRICTION</b>	<b>AMOUNT</b>
East	Northwoods Orthodontics	BPA	\$300.00
East	Craig & Jean Peterson	Drama	\$150.00
East	Judy Weber/ICO	BPA	\$150.00
East	Maurices	None	\$65.00
East	Cirrus Design	Sterling Strings	\$250.00
East	Full Circle Senior Living	Sterling Strings	\$100.00
East	LoAnn Stone	Orchestra/Violin	In Kind
District Wide	George J. Trachte	1997 Ford IC Van - Automotive Program	In Kind
Lester Park	Maurices	None	\$50.00
ALC	Kate Ermides	Glazes for ALC	\$75.00
ALC	Bruce & Patricia Breilein	Glazes for ALC	\$200.00
ALC	Thomas Breilein	Glazes for ALC	\$75.00
ALC	Ebert Denklestein	Glazes for ALC	\$40.00
ALC	Ali Lemorie	Glazes for ALC	\$20.00
ALC	Alice Jasper	Glazes for ALC	\$30.00
ALC	Joe Nuzzo	Glazes for ALC	\$40.00
ALC	Meghan Solano	Glazes for ALC	\$60.00
ALC	Steve Williams	Glazes for ALC	\$40.00
		<b>TOTAL</b>	<b>\$1,645.00</b>

**RESOLUTION**  
Authorized 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</u> <u>Building</u>	<u>Banking</u> <u>Institution</u>	<u>Account</u> <u>Number</u>	<u>Addition of</u> <u>Authorized Signer</u>	<u>Removal of</u> <u>Authorized Signer</u>
ALC (Unity)	DTCU	XXXX4	Nichele L Canavan	Therese M Dzuck
Congdon	Northshore	XXXXXX0	Nichele L Canavan	Therese M Dzuck
Denfeld	Western Natl Bank	XXXXX4	Nichele L Canavan	Therese M Dzuck
East	DTCU	XXXX6	Nichele L Canavan	Therese M Dzuck
Headstart (Student)	DTCU	XXXX0	Nichele L Canavan	Therese M Dzuck
Homecroft	DTCU	XXXX2	Nichele L Canavan	Therese M Dzuck
ISD709	MN Trust	XXXX8	Heidi M Morris	Diana L Conway
Lakewood	Northshore	XXXXXX7	Nichele L Canavan	Therese M Dzuck
Laura MacArthur	Western Natl Bank	XXXXXX2	Nichele L Canavan	Therese M Dzuck
Lester Park	DTCU	XXXX7	Nichele L Canavan	Therese M Dzuck
Lincoln Park	Park State Bank	XXXXXX5	Nichele L Canavan	Therese M Dzuck
Lowell	DTCU	XXXX4	Nichele L Canavan	Therese M Dzuck
Merritt Creek Academy	DTCU	XXXX0	Nichele L Canavan	Therese M Dzuck
Myers-Wilkins	DTCU	XXXX3	Nichele L Canavan	Therese M Dzuck
Ordean East M S	DTCU	XXX5	Nichele L Canavan	Therese M Dzuck
Piedmont	DTCU	XXXXX4	Nichele L Canavan	Therese M Dzuck
Public School Stadium	DTCU	XXXX6	Nichele L Canavan Amy L Starzecki	Therese M Dzuck Eddie J Crawford Mark S Krysiak
Stowe	DTCU	XXXX0	Nichele L Canavan	Therese M Dzuck
Woodland Hills	DTCU	XXXX1	Nichele L Canavan	Therese M Dzuck

Resolution B-5-16-3370

May 17, 2016

## **RESOLUTION**

### **Designation of the Superintendent as the Identified Official with Authority (IOwA) for Minnesota Department of Education (MDE) SERVS Financial**

WHEREAS, the Minnesota Department of Education (MDE) requests that School Districts annually designate the Superintendent as the Identified Official with Authority (IOwA) for the MDE External User Access Recertification System (SERVS Financial). The Identified Official with Authority is responsible for assigning job duties to the appropriate School District staff and authorizing access to MDE secure systems. This annual review and designation of the Superintendent as Identified Official with Authority is in accordance with State Access Security Standard 1.0.

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Superintendent of Schools, be designated the legal authorized representative to serve as the 2016-2017 Identified Official with Authority (IOwA) for MDE SERVS Financial for the School District.

Resolution B-5-16-3365

May 17, 2016

**RESOLUTION**

Authorizing a Joint Powers Agreement with the  
State of Minnesota/Minnesota State Colleges and Universities/Lake Superior College

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis  
County, State of Minnesota, that the Joint Powers Agreement between the State of  
Minnesota/Minnesota State Colleges and Universities/Lake Superior College and the ISD 709 Adult  
Basic Education Program attached hereto is hereby approved.

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

**STATE OF MINNESOTA**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**LAKE SUPERIOR COLLEGE**

**JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Lake Superior College** (hereinafter "STATE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and **Independent School District 709**, 215 N. First Ave East, Duluth, Minnesota 55802 (hereinafter "CONTRACTOR"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed

I. **A. CONTRACTOR'S DUTIES.** The CONTRACTOR shall allow Independent School District 709's Adult Basic Education Program ("ABE") to:

Provide supplemental/integrated instruction and instructional support for two sections of ENGL/READ 0950 each semester (fall and spring). ABE instruction for each section is six (6) hours per week, or an equivalent of .3 FTE, plus preparatory time of .35.

Provide instruction for a basic math course (arithmetic/pre-algebra) intended for incoming LSC students whose placement test score places them below LSC's Algebra I course. ABE instruction for each section is four (4) hours per week, or an equivalent of .2 FTE, plus preparatory time of .15.

Provide instruction for one (1) intensive summer boot camp intended for incoming students whose placement test score places them below LSC's Algebra I course. ABE instruction for the boot camp is two (2) weeks, or an equivalent of 60 hours of instructional testing, and preparatory time.

Provide ESL tutoring each semester for English language learners intended for incoming LSC students and currently enrolled LSC students needing English language skill development. ESL tutoring is provided four (4) hours per week for thirty-six (36) weeks in total.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week, an equivalent of .4 FTE.

Compensate LSC with any funds that are received in support of the program during the 2016/2017 academic year.

ABE's staff will work with LSC's Safety Office to learn about emergency response protocol.

ABE will invoice at the end of each academic semester.

ABE will provide training to LSC's advisors relating to services.

**B. STATE'S DUTIES. STATE shall:**

Provide ABE funding up to an amount of Thirty-four Thousand 00/100 dollars (\$34,000.00) for instructional staff during the 2016-17 academic year. LSC will only pay for services rendered that are not reimbursed by Adult Basic Education funding.

Provide ABE a designated space on LSC's main campus, located in the vicinity of the College's Learning Center. The space will be furnished by LSC with standard classroom furniture and six (6) computers.

Provide ABE access to a computer lab with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide ABE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide ABE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

**II. CONSIDERATION AND TERMS OF PAYMENT.**

Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the STATE within thirty (30) days of invoice.

**B. Terms of Payment.** Payments shall be made by the STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized representative pursuant to Clause VI. Invoices shall be submitted according to the following schedule:

December 16, 2016, covering July-December 2016 expenses

May 19, 2017, covering January-May 2016 expenses

**III. CONDITIONS OF PAYMENT.** All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CONTRACTOR shall 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.

- IV. TERM OF CONTRACT. This contract shall be effective on July 1, 2016 **or upon the date that the final required signature is obtained by the STATE, whichever occurs later**, and shall remain in effect until May 26, 2017, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CONTRACTOR is notified to begin work by the STATE'S Authorized Representative.
- V. CANCELLATION. This contract may be canceled by the STATE or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- VI. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this contract is Hanna Erpestad.
- VII. The CONTRACTOR'S Authorized Representative for the purposes of administration of this contract is Patricia Fleege. The STATE'S Authorized Representative shall have final authority for acceptance of the CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.
- VII. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.
- VIII. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.
- IX. LIABILITY. The CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
- X. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XI. 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 contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. 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. DATA PRACTICES ACT. The CONTRACTOR shall comply with the Minnesota Data Practices Act as it applies to all data provided by the STATE in accordance with this contract and as it applies to all data created, gathered, generated or acquired in accordance with this contract.
- XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").
- B. The CONTRACTOR hereby assigns to the STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the CONTRACTOR, its employees and any subcontractors. The CONTRACTOR, its employees, and any subcontractors shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of the STATE'S authorized representative.

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR will indemnify and defend the STATE at the CONTRACTOR'S expense from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or the STATE'S opinion is likely to arise, the CONTRACTOR shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify the STATE as the sponsoring agency and shall not be released prior to receiving the approval of the STATE'S authorized representative.

XIV. OTHER PROVISIONS.

Remainder of page intentionally left blank.

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

**APPROVED:**

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**Lake Superior College**

By (authorized college initiating agreement)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE**

By (authorized college initiating agreement)
Title
Date

**3. CONTRACTOR (Governmental Entity):**

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

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

**4. AS TO FORM AND EXECUTION:**

By (authorized college initiating agreement)
Title
Date

MnSCU006 Revised 07/07/03

Expenditure Contracts Signed – April 2016

For your information, the Superintendent or the Director of Business Services has signed the following contracts, during the month of April 2016:

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Jonathan Thunder	\$2,400.00	Grant	Artist in Residence Software Training
Justin Reid	225.00	Grant	Art Teacher Workshop
Doug Johnson	1,500.00	Technology	Summer Tech Camp Presentation
Chileda Institute	11,000.00	Spec Serv	Student IEP Services
Many Rivers Montessori	7,902.80	Transportation	Transportation Reimbursements
H. Christiansen Company	5,050.00	Facilities	Bird Netting at Public Schools Stadium
Braun Intertec	4,855.00	Facilities	Rock Probes for HOCHS Parking Lot Retaining Wall
Carlson Refrigeration	15,000.00	Facilities	District-wide Annual Refrigeration Repair Services
Northland Fire & Safety, Inc.	1,502.70	Facilities	District-wide Annual Fire Extinguisher Service
Arrowhead Consulting & Testing	8,500.00	Facilities	Asbestos Project Design for HOCHS Gym Ceiling (pending L. Thiry)

## AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Thunder, 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 April 18, 2016, and shall remain in effect until May 10, 2016, unless

terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2,400. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. *This Agreement will not be approved unless TIN is provided.*

4. **Requests for Reimbursement.** Contractor shall request reimbursement on a final day of the residency - May 10, 2016 (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 315 N. Lake Ave #406, Duluth, MN 55806.  
(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Jonathan Thunder  
Name

Clerk

Artist in Residency  
Title Date

Program Director

[REDACTED]  
Taxpayer Identification Number

Director of Budget and Finance

Jon Thunder  
Signature Date

2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)

Jonathan Thunder's contract is paid from the "Perpich Grant" - Regional Center Grant for Northeast Minnesota from Perpich Center for Arts Education. Teri Akervik is the coordinator/supervisor for this grant in NE MN and may be contacted at 218-336-8700, ext. 1035.

\$2,400 - vendor contract stipend which includes the residency fee, mileage and meals.

Dates of service: April 18, April 19, April 26 May 3 and May 10. All dates are 10:00-3:15 except for the 10th which is 10:00 - 6:30 (for teacher workshop).

Project description: Mr. Thunder will serve as an Artist In Residence teaching high school digital art students how to create animation using After Effects software at South Ridge School. He will also work with the Art Specialist at South Ridge to help develop curriculum for the software program. Mr. thunder will provide a professional develop workshop for Art teachers in surrounding schools on May 10th.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11\_ day of \_April\_\_\_, 2016\_ , by and between Independent School District #709, a public corporation, hereinafter called District, and \_\_\_\_\_Justin Reid, Psychologist\_\_\_\_\_, 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 \_\_\_\_\_April 12, 2016\_\_\_\_\_, and shall remain in effect until \_\_\_April 20, 2016\_\_\_, 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.** Plan, prepare and present a two hour workshop to NE MN Regional Art teachers on April 20, 2016 at Piedmont Elementary in Duluth, MN from 4:30-6:30pm. Share professional guidance with practices and interventions for students who may be struggling in the art studio classroom.
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** \_\_\_\$ 225.00 outlined as \$150 for leading workshop session + \$68.00 for mileage (estimate)\_\_\_\_\_. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. ***This Agreement will not be approved unless TIN is provided.***
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a \_\_\_April 20, 2016\_\_\_ (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_  
Chair

Justin Reid Justin Reid  
Name/Signature

\_\_\_\_\_  
Clerk

Psychologist 4/13/16  
Title Date

Mleewick 4/18/16  
Program Director / Perpich Grant

~~XXXXXXXXXX~~  
Taxpayer Identification Number (SS#)

WCHanson 4/22/16  
Director of Budget and Finance

\_jreid@northlandsped.org

M. Flary 4/21/16

NE MN Perpich Grant - Attn: Teri Akervik & Brenda Deterling

From: Justin Reid

8389 Marigold Street , Apt. 4

Virginia, MN 55792

RE: Invoice for Northeast Art Teacher Workshop

Date: April 20, 2016, 4:30-6:30, At Piedmont Elementary School , Art Room 106

Teacher Stipend for 1 Presenter @ \$150 each \$150.00

Stipend for mileage at .54/mile @ 125 miles \$ 67.50

Workshop Total/ Balance Due \$217.50

Please make payment to: Justin Reid

8389 Marigold St., Apt. 4

Virginia, MN 55792

\*\*\*\*\*  
April 20, 2016 4:30-6:30

NE MN Perpich Grant Art Workshop- Piedmont Elementary School, Art Room 106

2827 Chambersburg Ave.

Duluth MN 55811

Mr. Reid will share professional guidance with practices and interventions for students who may be struggling in the art studio classroom. Art classrooms are an active, hands-on learning environment, where behaviors can sometimes interfere with learning. The inclusion of students with special needs in a regular education setting such as Art, poses challenges for the students and teachers. Teachers will have an opportunity to learn how to best help all students be more successful in Art classes within our standard based curriculum.



# DULUTH PUBLIC SCHOOLS

*Preparing all students for successful lives in the twenty-first century . . .  
success in the workplace, success in the home, and success in the community*

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20<sup>th</sup> day of June 2016, by and between Independent School District #709, a public corporation, hereinafter called District, Doug Johnson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective on: June 20, 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.** Prepare and deliver one keynote presentation and one break out session on June 20, 2016 at the Duluth School Summer Tech Camp regarding issues associated with technology in the schools.
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 one thousand five hundred dollars (\$1500.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or dis-allowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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: the Innovation Department, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail in care of: Doug Johnson

Address: 1605 Cliff Rd E #125, Burnsville MN 55337

email: doug0077@gmail.com Phone: 507-420-8839

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 Practises.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practises 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:

17. **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.

18. **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.

*Douglas Johnson*



Doug Johnson, Contractor

SSN / Tax Identification Number

4-16-16

Date

*Tammi Wilkins*

Tammi Wilkins, Innovation Department Coordinator

4/18/16

Date

*Michelle Flannery* *W. Hanson*

Director of Curriculum / Director of Business Services

4/21/16

Date

Superintendent of Schools / School Board Chair

Date



**CHILEDA INSTITUTE, INC.  
AGREEMENT**

**SECTION I**

CHILEDA INSTITUTE, INC. located at 1825 Victory Street, La Crosse, Wisconsin, 54601, hereinafter referred to as CHILEDA, agrees to provide



hereinafter referred to as STUDENT, pursuant to the terms and conditions set forth herein, a program of special education and related services, in accordance with the Individualized Education Program (IEP) adopted for STUDENT, during the period beginning

April 4, 2016 and ending June 30, 2016.

And

Duluth School District

(Name of Agency)

Duluth

(City)

215 N. First Ave. E.

(Street Address)

MN

(State)

55802

(Zip Code)

hereinafter referred to as AGENCY, agrees to pay an amount as determined and specified in Section IV herein, any person or entity having legal responsibility of STUDENT is hereinafter referred to as PARENT or GUARDIAN.

**SECTION II**

AGENCY agrees:

- A. To pay CHILEDA the sum determined in accord with the provisions of Section IV until such time as AGENCY has removed the STUDENT from the premises of CHILEDA. All payments due and owing shall be made to CHILEDA by AGENCY within 30 days of the receipt of a printed bill for services rendered.
- B. To provide all pertinent case study information requested by CHILEDA written consent for such release can be obtained from the PARENTS, GUARDIAN or those who have legal responsibility or control of STUDENT, including a written summary of STUDENTS individual needs.
- C. To develop and submit to CHILEDA prior to placement of the STUDENT an IEP which shall be a written description of the specific educational plan, program, annual goals, short-term objectives, and evaluation procedures as well as special educational and related services to meet the needs of STUDENT to the satisfaction of district in accordance with the case study performed by the district.
- D. To conduct, in cooperation with the staff of CHILEDA, a review of STUDENTS educational needs, including justification for continued placement when necessary, with written documentation of such review available to facility.

- E. To perform testing and evaluation of STUDENT, if such testing and evaluation is deemed necessary by AGENCY.
- F. To provide transportation to and from CHILEDA for STUDENT.

### SECTION III

CHILEDA further agrees:

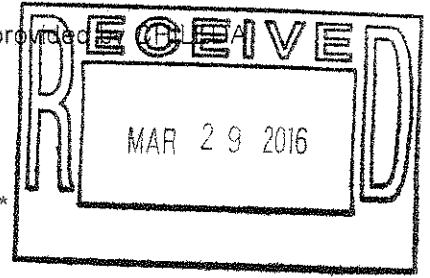
- A. To provide to the AGENCY the following:
  - 1. Monthly reports of STUDENTS attendance.
  - 2. Reports on all testing and evaluation of STUDENT which is done by CHILEDA.
  - 3. A written report to the AGENCY and PARENTS or GUARDIANS of STUDENT concerning the current status and progress of STUDENT. This report shall be signed by the PARENT or GUARDIAN and retained by CHILEDA with a copy submitted after the annual staffing for the STUDENT.
  - 4. Information and progress statements necessary for the review conducted by AGENCY for determination of the future placement of STUDENT.
  - 5. Other reports that AGENCY may reasonably require from CHILEDA from time to time, and
  - 6. Notification of any change in program.
- B. To assist the AGENCY and the PARENTS or the GUARDIAN of STUDENT in the review of STUDENT'S educational needs.
- C. To permit AGENCY and its representatives to visit and inspect the facilities maintained by CHILEDA and to permit evaluation of the programs and services provided by CHILEDA.
- D. To notify the AGENCY of any change in approval status with respect to those governmental agencies governing CHILEDA.
- E. To secure and maintain during the term of this Agreement such comprehensive public liability insurance necessary to insure against any loss or liability for personal injury to STUDENT which may arise from operations and activities conducted pursuant to this Agreement whether such operations or activities are conducted by CHILEDA or by anyone directly or indirectly employed by CHILEDA.
- F. To conduct an annual audit in order to verify actual expenditures for the special education and related services for STUDENT.
- G. To assure that no person shall be denied participation in or benefits of any program or activity or otherwise be subjected to discrimination on the basis of race, color, national origin, or sex under any program or activity conducted by CHILEDA or in the employment practices of facility.
- H. To assure that no PARENTS are charged for any special education or related service for any STUDENTS placed by AGENCY.
- I. To provide the school calendar upon request.
- J. To comply with the Interstate Compact provisions as applicable.

**SECTION IV**

The amount that AGENCY shall pay to CHILEDA for the services being provided shall be:

**TUITION: \$169.82 per day**

\*\* This rate is subject to increase January 1 of each year.\*\*



**SECTION V**

Failure to comply with the terms and conditions set forth herein shall be grounds for termination of this Agreement. Chileda may terminate this Agreement upon written notification, including a statement of reasons for termination, to be provided at least 30 calendar days prior to actual termination, except when the health and safety of this STUDENT or other STUDENTS are endangered. AGENCY may terminate this Agreement by providing at least 30 calendar days' notice prior to the actual termination in the event of breach of this Agreement by CHILEDA.

**SECTION VI**

All amounts not paid when due shall bear interest at eighteen percent per annum from the date of the bill until paid in full.

In the event that it is necessary for CHILEDA to obtain the assistance of any attorney in collecting any amount due pursuant to this Agreement, AGENCY hereby agrees to pay all reasonable costs of collection of any amounts which are past due including all reasonable attorney's fees and court costs.

We the undersigned agree to the terms and conditions of this Agreement and do affirm that all required information and attachments required of AGENCY and CHILEDA will be appended to this document and retained in the files of AGENCY and CHILEDA.

Dated: 4/18/14

By: *W. K. Hanson*

(Signature of Agency's Administrator)

Dated: 3/29/16

By: *Ann TM McDonald*

Ann TM McDonald, CPA  
Chief Financial Officer  
(Signature of CHILEDA INSTITUTE INC.)

**MANY RIVERS MONTESSORI**  
Guidelines for  
**TRANSPORTATION REIMBURSEMENT**  
2015-2016

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days} \quad \times \quad \underline{\hspace{2cm}} \text{ miles} \quad \times \quad \text{30 Cents per mile} = \text{reimbursement.}$$

*(One round trip from home to school)*

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" 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 Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2015 - 2016 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2016.

**MANY RIVERS MONTESSORI**

BY 

Its Director

**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY 

Director of Business Services

Many Rivers Montessori

2015-2016

NAME	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-15	AMT	Reimburse to date	Max daily miles
	\$	\$	\$	\$	\$	\$	\$	\$	REMAINING			
Aebly, Beth & Brian										310.00	0.00	7
Anderson, Ross & Carin Skoog										310.00	0.00	8
Arvold, Nils & Lisa										310.00	0.00	9
Barthel, David & Rita Rosenberger						15.00				295.00	15.00	5
Bartz, Kelly & Courtney										310.00	0.00	5
Baumgarten-Leveille, Alan & Sarah										310.00	0.00	7
Ciardelli, Brenda & Tony										310.00	0.00	8
Dahl, John & Deb Landon										310.00	0.00	3
Dastoor, Steven & Nicole										310.00	0.00	5
Ehlers, Joe & Sarah Nelson						13.50				296.50	13.50	3
Engbrecht, Jeff & Kelly										310.00	0.00	7
Holmstrom, Rebecca & Eric										310.00	0.00	8
Keto, Jenny & Drew										310.00	0.00	10
Kliwer, John & Lauralyn										310.00	0.00	6
Koski, John & Angel										310.00	0.00	11
Lanik Parr, Emily & Charlie Parr						36.00				274.00	36.00	8
Long, Steve & Catherine						25.20				284.80	25.20	6
Mears, Brennan & Amy Kexum										310.00	0.00	5
Merten, Gustavo & Elena Metcalf										310.00	0.00	32
Perry, Ethan & Meredith Cornett										310.00	0.00	2
Rajkowski, Melissa & Scott Nelson						22.50				287.50	22.50	5
Ritzko, Randal & Leah										0.00	0.00	0
Salmela, Kara & Cory										310.00	0.00	6
Sparrow, Andrew & Amy Varsek										310.00	0.00	2
Wahl, Mathew & Cynthia						18.00				292.00	18.00	4
Van Tassel, kristi & Ben										310.00	0.00	8
Varland, Dana & Scott						27.00				283.00	27.00	6

OUT OF DISTRICT

310.00

0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** April 6, 2016

**Re:** Bird Netting at Public Schools Stadium

Attached please find two copies of the Agreement between Independent School District #709 and H. Christiansen Company to provide labor and materials for the bird netting at Public Schools Stadium near Denfeld High School. The total cost of this work is estimated to be \$5,050.00

I am recommending approval of the contract with H. Christiansen Company to provide the bird netting at PSS. If you concur, please sign both copies of the Agreement and return them to the Facilities Management office for distribution.

Attachments

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22<sup>nd</sup> day of March, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and H. Christiansen Company, 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 22, 2016, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide labor and materials for the bird netting at Denfeld High School Public Schools Stadium per H. Christiansen Company Quote #269.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's Quote;
  3. Contractors Insurance Policy; and
  4. Any other documents identified by ISD 709
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,050.00. 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 ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 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 ISD 709 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 ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: H. Christiansen Company, 4976 Arnold Road, Duluth, MN 55803.

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 ISD 709.

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 ISD 709. 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 ISD 709 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.** 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.

ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 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>ISD 709 Employee</u>	<u>Position</u>
Kerry M. Leider	Property and Risk Manager

23. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 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. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

24. **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 ISD 709 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 ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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 ISD 709 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

WCHanson

CFO/Executive Director of Business Services

H. CHRISTIANSEN COMPANY

Joyce Schuchman

By

VICE PRESIDENT

Title

Taxpayer Identification Number



Making Nets Since 1886

1875 Grandview Rd., Duluth, MN 55803 | hchristiansen.com | 1-800-421-147

# Quote

Date	3/15/2016
Quote #	269

Tom Pearson  
Denfeld Highschool  
Public School Stadium

<b>Contact:</b>	Tom Pearson	<b>Rep:</b>	BJS
<b>Phone:</b>	428-1948	<b>Memo:</b>	
<b>Email:</b>	tom.pearson@isd709.org		

QTY	Description	Price Each	Total
1	Bird Netting -1" #126 Knotless Nylon Netting treated Black -5 large pieces, cut to approximate dimensions	400.00	400.00
1	Christiansen Net Installation - Estimated ~ 1 week -Includes 20' Scissor Lift for Installation	4,650.00	4,650.00
	Sales Tax	7.375%	0.00

<b>TOTAL</b>	\$5,050.00
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Thank you for contacting H. Christiansen Company. We look forward to doing business with you.

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** April 13, 2016

**Re:** Rock Probes for the Historic Old Central High School Parking Lot Retaining Wall

Attached please find two copies of the Agreement between Independent School District #709 and Braun Intertec to provide rock probing for the HOCHS Parking Lot Retaining Wall Improvements. The total cost of this work is estimated to be \$4,855.00.

I am recommending approval of the contract with Braun Intertec to perform the rock probing at HOCHS. If you concur, please sign both copies of the Agreement and return them to the Facilities Management office for distribution.

Attachments

**Authorization for Services**

**BRAUN INTERTEC IS AUTHORIZED TO PROCEED ACCORDING TO THE TERMS STATED HEREIN.**

Client Name: Independent School District #709  
 Contact: Kerry Leider  
 Address: 215 North First Avenue East  
Duluth, MN 55802  
 Phone: 218-723-4139 Fax: 218-723-4194

**PROJECT DATA**  
 Project Quotation # QTB036880  
 Project Name: HOCHS Parking Lot Retaining Wall  
 Service Description (Scope):  
12 Rock Probes, no sampling, boring logs only.  
 Location: Lave Avenue and 3<sup>rd</sup> Street  
 Client Project/PO #: \_\_\_\_\_

**TERMS**

**We will perform services according to our attached General Conditions. Pricing will be:**

Actual costs depend on services performed.

- Budgeted at: \$4,855
- Lump sum of: \_\_\_\_\_
- Per Master Service Agreement dated: \_\_\_\_\_
- Change Order
- Other: \_\_\_\_\_

Authorizer's Signature: X Bill Hanson  
 Print Name: Bill Hanson  
 Date: 4/15/16 Title: CFO

**Authorizer responsible for payment unless alternate Invoicee provides written confirmation and until accepted by Braun Intertec.**

Invoicee Confirmation: X \_\_\_\_\_  
 (if different than authorizer)

Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_

Company: Independent School District #709  
 Address: 215 North First Avenue East  
Duluth, MN 55802  
 Phone: 218-723-4139 Fax: 218-723-4194

**A signed copy of this authorization must be received by Braun Intertec via fax or mail before work can proceed.**

	Initials:	Date Sent:	Fax or Mail?
Sent to Authorizer:	<u>DM</u>	<u>4/13</u>	<u>Email</u>
Sent to Invoicee:	_____	_____	_____
General Conditions sent:	<u>DM</u>	<u>4/13</u>	<u>Email</u>

**SCHEDULING RESPONSIBILITY**

Braun Intertec: David Morrison Phone: 218.624.4967  
 Client Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Scheduled Start Date: \_\_\_\_\_

**BRAUN INTERTEC CONTACT INFORMATION**

Project Manager: David Morrison  
 Address: 4511 West 1<sup>st</sup> Street Suite 4  
Duluth, MN  
 Phone: 218.624.4967 Fax 218.624.0196

**METHOD OF PAYMENT (check one)**

- Upon receipt of Invoice
- Prepay (attach check)
- VISA prepay
- VISA with invoice
- MasterCard prepay
- MasterCard with invoice

Card Holder Signature: X \_\_\_\_\_  
 Card Holder Name: \_\_\_\_\_  
 Card Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_

**SPECIAL REQUIREMENTS, NOTES**

**Client:**

Independent School District #709  
Kerry Leider  
215 North First Avenue East  
Duluth, MN 55802  
218-723-4139

**Work Site Address:**

Lake Avenue and East 3rd Street  
Duluth, MN

**Service Description:**

Rock Probes

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>Geotechnical Evaluation</b>				
<b>Activity 1.1</b>	<b>Site Layout - Staking - Utility Clearance - CADD</b>				<b>\$615.00</b>
205	Site layout and utility clearance	4.00	Hour	100.00	\$400.00
3753	Soil Boring Location Sketch Scaled	1.00	Each	150.00	\$150.00
1862	DRIL Trip Charge	1.00	Each	20.00	\$20.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	1.00	Each	45.00	\$45.00
<b>Activity 1.2</b>	<b>Drilling Services</b>				<b>\$3,550.00</b>
9100	Flotation Tire Drill Rig and Crew, per hour	13.00	Each	255.00	\$3,315.00
1052	Warning signs	1.00	Each	185.00	\$185.00
9738	Bituminous patch, per bag	2.00	Each	25.00	\$50.00
<b>Activity 1.4</b>	<b>Evaluation/Analysis/Reports</b>				<b>\$690.00</b>
138	Project Assistant	1.00	Hour	70.00	\$70.00
118	Staff Engineer	3.00	Hour	110.00	\$330.00
128	Senior Engineer	1.00	Hour	160.00	\$160.00
125	Project Manager	1.00	Hour	130.00	\$130.00
	<b>Phase 1 Total:</b>				<b>\$4,855.00</b>

<b>Proposal Total:</b>	<b>\$4,855.00</b>
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# Memorandum

To: Bill Hanson

From: Kerry M. Leider 

Date: April 19, 2016

Re: Quote #4229 – District-wide Refrigeration Repair Services

Attached please find two copies of the Agreement between Independent School District #709 and Carlson Refrigeration to perform the Annual Refrigeration Repair Services from July 1, 2016 through June 30, 2017, with the option to renew for two (2) additional one-year periods if acceptable to both parties. The total annual cost of this work is estimated to be \$15,000.00.

I am recommending approval of the contract with Carlson Refrigeration to perform the District-wide Annual Refrigeration Repair Services. If you concur, please sign both copies of the Agreement and return them to the Facilities Management office for distribution.

Attachments

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12<sup>th</sup> day of April, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Carlson Refrigeration, 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 ISD 709 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, 2016, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Perform all work as specified in Quote #4229 – Refrigeration Repair Services for the period from July 1, 2016 through June 30, 2017, with the option to renew for two (2) additional one-year periods if the amount is determined acceptable to both parties. This hourly rate contract award amount is estimated to be \$15,000.00 based on 200 estimated hours of labor at a rate of \$75.00 per hour. Total contract award amount to be determined through execution of this contract based upon actual work performed and rates as defined in the contractor's quote proposal.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Quotes, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$15,000.00. 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 ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 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 ISD 709 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 ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Carlson Refrigeration, 602 Ogden Avenue, Superior, WI 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 ISD 709.

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 ISD 709. 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 ISD 709 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.** 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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 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>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Supervisor of Maintenance and Construction

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 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. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 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 ISD 709 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 ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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 ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

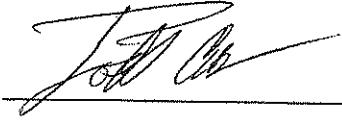
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

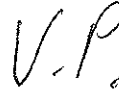


CFO/Executive Director of Business Services

CARLSON REFRIGERATION



By



Title

Taxpayer Identification Number

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider 

**Date:** April 18, 2016

**Re:** Quote #4228 – District-wide Annual Fire Extinguisher Service

Attached please find two copies of the Agreement between Independent School District #709 and Northland Fire & Safety, Inc. to perform the Annual Fire Extinguisher Service from July 1, 2016 through June 30, 2017, with the option to renew for two (2) additional one-year periods if acceptable to both parties. The total annual cost of this work is estimated to be \$1,502.70.

I am recommending approval of the contract with Northland Fire & Safety, Inc. to perform the District-wide Annual Fire Extinguisher Service. If you concur, please sign both copies of the Agreement and return them to the Facilities Management office for distribution.

Attachments

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12<sup>th</sup> day of April, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Northland Fire & Safety, Inc., 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 ISD 709 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, 2016, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Perform all work as specified in Quote #4228 – Annual Fire Extinguisher Service for the period from July 1, 2016 through June 30, 2017, with the option to renew for two (2) additional one-year periods if the amount is determined acceptable to both parties. The contract award amount is estimated to be \$1,502.70 based on criteria set forth in the Form of Quotation. Total contract award amount to be determined through execution of this contract based upon actual work performed and rates as defined in the contractor's quote proposal.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Quotes, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,502.70. 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 ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 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 ISD 709 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 ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Northland Fire & Safety, Inc., 2213 East 5<sup>th</sup> Street, Superior, WI 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 ISD 709.

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 ISD 709. 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 ISD 709 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.** 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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 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>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Supervisor of Maintenance and Construction

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 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. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 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 ISD 709 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 ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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 ISD 709 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

W. C. Hanson

CFO/Executive Director of Business Services

NORTHLAND FIRE & SAFETY, INC.

W. J. Wenzel

By

Corporate Secretary

Title

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

# Memorandum

To: **Bill Hanson**

From: **Kerry M. Leider**

Date: **April 28, 2016**



Re: **Asbestos Project Design and Air Monitoring/Project Oversight for the Renovation of the Gymnasium Ceiling at Historic Old Central High School**

Attached are two (2) copies of the Agreement between Independent School District #709 and Arrowhead Consulting & Testing, Inc. to provide project design and air monitoring/project oversight for the gymnasium ceiling renovations at Historic Old Central High School. The total estimated cost of this service is \$8,500.00.

I am recommending approval of the agreement with Arrowhead Consulting & Testing, 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

## AGREEMENT

**THIS AGREEMENT**, made and entered into 12<sup>th</sup> day of April, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Arrowhead Consulting & Testing, Inc., 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 12, 2016 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide an asbestos project design package for the renovation of the Historic Old Central High School gymnasium ceiling. Project design cost estimate - \$1,500.00; Air monitoring/project oversight estimated cost based on 80 hours - \$7,000.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's Quote;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$8,500.00. 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 ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of

any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 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 ISD 709 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 ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Arrowhead Consulting & Testing, Inc., 5606 Miller Trunk Highway, Duluth, MN 55811

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 ISD 709.

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 ISD 709. 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 ISD 709 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.** 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.

ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Professional Liability:** Contractor is required to maintain insurance protecting it from claims 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 including coverage relating to asbestos and environmental hazards.

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 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>ISD 709 Employee</u>	<u>Position</u>
Kerry M. Leider	Property and Risk Manager

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 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. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 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 ISD 709 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 ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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 ISD 709

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

ARROWHEAD CONSULTING &  
TESTING, INC.

WCHanson

Linda K. Thij

CFO/Executive Director of Business Services

By

President

Title

411995343

Taxpayer Identification Number

Revenue Contracts Signed – April 2016

For your information, the Superintendent or the Director of Business Services has signed the following contracts, during the month of April 2016:

Revenue Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Essentia Health SMDC	\$1,650.00	Community Education	ECFE Amazing Newborn Summer Program

Essentia Health SMDC  
407 East Third Street  
Duluth, MN 55805  
ECFE Amazing Newborn Summer Program

Memorandum of Understanding

This agreement will define the services to be provided by an ECFE staff member to continue the class "Amazing Newborn" during summer school recess June 13, 2016 through August 25, 2016.

The parent educators will provide 1.5 hours of service for each Amazing Newborn session at the Birthing Center for a total of 22 visits.

The cost to facilitate this program for the summer of 2016 will be \$1650.00.

Approvals:

  
Essentia Health SMDC Print name

4-1-16  
Date

  
Essentia Health SMDC Signature

4-1-16  
Date

Bill HANSON  
CFO Independent School District #709  
Print name

\_\_\_\_\_  
Date

  
CFO Independent School District #709  
Signature

4/14/16  
Date

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

## **April 2016**

### **Facilities Management – Maintenance and Operations - General**

In the past month the maintenance crews have completed 398 work orders, and are currently working on 407 open work orders.

Facilities maintenance trade crews are currently scheduled to be at East High School after which they will work at Lincoln Park MS followed by Ordean East MS.

Re-commissioning is continuing at Lakewood, Stowe, Homecroft and Lowell elementary school as mentioned last month, and will be completed once warm weather arrives and the dehumidification process and functionality can be tested and evaluated.

With recent changes to optimize our equipment with PerMar Security, we have turned off 26 hard phone lines for a savings of \$678.99 per month. These changes will also reduce our monthly premium with PerMar \$418.00 per month. These changes represent an annual saving to the District of \$13,163.88.

### **Capital Construction:**

Ongoing - Facilities is working with design professionals, as well as time and material contractors to facilitate the completion of the School Board approved projects related to the remaining LRFPP fund balance.

The project for Classroom Security Locksets is done with the exception of HOCHS, which is being done at this time, with an expected finish date of May 13.

Installation of the EHS event management security doors will be starting in mid-May.

Installation of the new elevator at MacArthur has passed final inspection by the state and is complete. This elevator will provide a new accessible route to the playground and Valley Youth Center.

HOCHS new main 3<sup>rd</sup> Street visitor entrance construction should be complete with access control finished and programmed by May 20.

EHS Concessions Building Team Room is complete and in use. This facility will provide the visiting team room with toilets and showers similar to PSS.

OEMS Auditorium Sound and Lighting Renovation project is complete. This project provides state of the art LED lighting fixtures with color and dimming capability.

We have had our pre-construction meeting for a June start of the Lowell office remodel project. This project will allow visitors to enter the main office from a secure vestibule similar to other schools.

The new Denfeld Auto Shop fence for secure storage of donated vehicles was installed to allow the program to comply with specific NATES and AYES regulations.

A Ground Breaking Ceremony was held May 2, and Johnson-Wilson Constructors has begun excavation work for the new Design Center at Denfeld High School.

Bids were received for HOCHS 3<sup>rd</sup> Street visitor parking lot, and this project was not awarded due to bids coming in higher than expected. This project has had further design work to hopefully reduce cost, and new bids will be received on May 10.

Bids will be received for the Unity Gym Ceiling remodel on May 5, to begin June 6 and to be completed by late August. This will replace the ceiling, lights, install a compliant preaction sprinkler system, and abate existing asbestos.

### **Facilities Management – Operations - General**

Cleaning efforts are ongoing at all sites.

We are continuing to consider applicants for the Supervisor of Operations vacant position.

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

- Environmental/Health/Safety
  - Playground inspections were completed for all the playgrounds. Typical chain wear, bushing wear, and a couple of bolts were missing. Overall the playgrounds were in good condition.
  - Scheduled lead paint renovator training for our painters to be able to work with lead based paint.
  - The required AHERA 3-year asbestos inspection RFP was sent out to various contractors.
  - Updated PM's for the contractor to include the man lifts on their annual inspections as required by law. They will conduct the first inspections after school is out.
  
- Emergency Response
  - During severe weather week several tornado safe areas were reviewed to determine the best places and routes for staging during a tornado.
  - Meeting with Kathy Hughes before she retires to go through her safety related tasks since her role will not be replaced. Some tasks will have to be absorbed by facilities/safety and others by the nursing staff.
  - A radio refurbish program was set up for the schools to turn in their radios, have them checked, and then determine if they want them fixed before the next school year.
  
- Workers' Compensation Activities
  - An ergonomic review for a repetitive motion injury was completed by RAS and recommendations are being implemented to reduce the risks associated with the injury.
  - Continue to work with Liberty Mutual to transfer files and information regarding an employee's settlement conference related to a 1999 injury and several 2015 injuries.
  - OSHA Recordables- 2 recordable incidents: Teacher assisting student - hurt back and Facilities - muscle strain.
  - Incidents Reported: 17 injuries reported.

### **Risk Management**

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2016

FQA: 06-870-335-386-737

OEMS GYM LIGHTING REPLACEMENT

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
03/15/2016	JE510623		00641095	V108007	HUNT ELECTRIC CORP	RECLASS ALT FAC EXP	973003	JE	0.00	10,783.77	-10,783.77
						<b>Object 152000</b>		<b>Total:</b>	0.00	10,783.77	-10,783.77
						<b>FQA 06-870-335-386-737</b>		<b>Total:</b>	0.00	10,783.77	-10,783.77

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
03/04/2016	1-311127697	299278	00642850	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL BUILDING ACQUI	969294	OH	8,853.48	0.00	8,853.48
03/15/2016	212083	303828	00001405	V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	973262	OH	488.00	0.00	488.00
						<b>Object 152000</b>		<b>Total:</b>	9,341.48	0.00	9,341.48
						<b>FQA 06-871-012-000-000</b>		<b>Total:</b>	9,341.48	0.00	9,341.48

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
03/28/2016	24199	308134	00643140	V108063	FOSTER JACOBS & JOHNSON INC	FOSTER JACOBS & BUILDING ACQUI	977331	OH	337.50	0.00	337.50
						<b>Object 152000</b>		<b>Total:</b>	337.50	0.00	337.50
						<b>FQA 06-871-215-000-000</b>		<b>Total:</b>	337.50	0.00	337.50

FQA: 06-871-500-000-000 GEN FUND SAVINGS-LAKEWOOD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
03/25/2016	212857	306615	00643148	V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	977060	OH	26,595.48	0.00	26,595.48
						<b>Object 152000</b>		<b>Total:</b>	26,595.48	0.00	26,595.48
						<b>FQA 06-871-500-000-000</b>		<b>Total:</b>	26,595.48	0.00	26,595.48

FQA: 06-871-565-000-000 GEN FUND SAVINGS-STOWE

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: 2016

03/25/2016	8646	306606	00643147	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	977060	OH	2,666.79	0.00	2,666.79	
<b>Object 152000</b>									<b>Total:</b>	2,666.79	0.00	2,666.79
<b>FQA 06-871-565-000-000</b>									<b>Total:</b>	2,666.79	0.00	2,666.79

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

**Object: 152000                      BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
03/11/2016	Y15074-8	302173	00642910	V102280	ARCHITECTURAL RESOURCES INC	ARCHITECTURAL R BUILDING ACQUI	972366	OH	25,800.00	0.00	25,800.00	
<b>Object 152000</b>									<b>Total:</b>	25,800.00	0.00	25,800.00
<b>FQA 06-876-215-000-000</b>									<b>Total:</b>	25,800.00	0.00	25,800.00

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

**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>	
03/08/2016	212079	301539	00001396	V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	970994	OH	2,334.42	0.00	2,334.42	
03/11/2016	Y15012-11	302172	00642910	V102280	ARCHITECTURAL RESOURCES INC	ARCHITECTURAL R BUILDING ACQUI	972366	OH	794.00	0.00	794.00	
<b>Object 152000</b>									<b>Total:</b>	3,128.42	0.00	3,128.42
<b>FQA 06-876-320-000-000</b>									<b>Total:</b>	3,128.42	0.00	3,128.42

**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>	
03/15/2016	B052518	303830	00001406	V106044	BRAUN INTERTEC CORP	BRAUN INTERTEC BUILDING ACQUIS	973262	OH	4,345.00	0.00	4,345.00	
03/15/2016	CN10001600	303829	00001406	V106044	BRAUN INTERTEC CORP	BRAUN INTERTEC BUILDING ACQUIS	973262	OH	0.00	8.00	-8.00	
03/28/2016	24201	308135	00643140	V108063	FOSTER JACOBS & JOHNSON INC	FOSTER JACOBS & BUILDING ACQUI	977331	OH	630.00	0.00	630.00	
<b>Object 152000</b>									<b>Total:</b>	4,975.00	8.00	4,967.00
<b>FQA 06-876-525-000-000</b>									<b>Total:</b>	4,975.00	8.00	4,967.00

**Grand Total:**                      72,844.67                      10,791.77                      62,052.90