

## Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 25, 2014

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Financial Report**
  - A. Financial Report 3
  - B. Approval of Payment of Claims  
This item is attached as an "extra" on board book.
  - C. Budget Revisions 28
  - D. Wire Transfers 30
  - E. Investment Transactions 31
  - F. WADM Projections 32
  - G. Fund Raisers 33
  - H. Investments in School Children 34
2. **Bids, R.F.P.s and Quotes Reports**
  - A. Bids
  - B. R.F.P.s
  - C. Quotes
3. **Policies and Regulations**
  - A. Policies
  - B. Regulations
4. **Contracts, Change Orders, and Leases**
  - A. Contracts
  - B. Change Orders
    - 1) Congdon Park Elementary School 35
      - a. Congdon Park ES LRFP – Site Concrete  
Change Order #5, Bid #1222, WS #2 – Hovland, Inc. Change Order decrease to credit the concrete for the trash enclosure     **Deduct:**  
**\$3,661.00**

Recommendation: It is recommended the School Board approve the change orders as listed above at Congdon Park Elementary School reflecting a total decrease of \$3,661.00.
- C. Leases
  - 1) City of Duluth - Washington Center Use Agreement 37  
Attached is a lease agreement with the City of Duluth for use of the Washington Center for Head Start and Early Childhood Family

Education programs. The amount of the agreement over the 3 year period is \$31,980.00.

Recommendation: It is recommended that the Duluth School Board approve the lease agreement with the City of Duluth in the amount of \$31,980.00.

**5. Resolutions**

- A. B-2-14-3161 - Pledge of Collateral 58  
Attached is Resolution B-2-14-3161 - Pledge of Collateral.

Recommendation: It is recommended that the Duluth School Board approve B-2-14-3161 - Pledge of Collateral.

- B. B-2-14-3162 - Joint Purchasing Agreement with the TCPN - The Cooperative Purchasing Network 59  
Attached is Resolution B-2-14-3162 - Joint Purchasing Agreement with the TCPN - The Cooperative Purchasing Network.

Recommendation: It is recommended that the Duluth School Board approve B-2-14-3162 - Joint Purchasing Agreement with the TCPN - The Cooperative Purchasing Network.

- C. B-2-14-3163 Legislative Platform 60  
Attached is Resolution B-2-14-3163 - Legislative Platform.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-2-14-3163 - Legislative Platform.

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

- A. Expenditure Contracts 63  
Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of January 2014

- B. Revenue Contracts 111  
Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of January 2014

- C. Other Contracts - None

- D. Facilities Management & Capital Project Status Report 119

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

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

**7. Future Items**

- A. Develop and finalize budget considerations for FY15

**Duluth Public Schools - ISD 709  
Cash Flow Report  
Month Ending 12/31/13**

		Fund										
		Total	1	2	3	4	5	6	7	8 & 9	20	71 & 79
Cash and investments	11/30/2013	\$ 50,853,856	\$ 41,353,269	\$ 995,424	\$ (1,930,194)	\$ (255,310)	\$ (8,555,026)	\$ 7,417,257	\$ 8,954,809	\$ 1,679,297	\$ 100,056	\$ 1,094,273
Receivables (increase)/decrease -		1,855,995	1,655,302	(1,000)	492	521	-	-	-	201,975	(1,295)	-
Payables increase/(decrease) -		(123,151)	(223,082)	19,961	51,933	16,835	10,115	1,087	-	-	-	-
Revenues increase/(decrease) -		15,968,864	7,296,869	353,078	414,983	922,367	6,232,677	62,772	159,672	354	68,822	457,271
Expenditures (increase)/decrease -		(14,791,405)	(12,406,997)	(302,683)	(596,848)	(478,090)	(101,668)	(325,692)	(3,250)	(250,000)	(49,036)	(277,142)
Cash and investments	12/31/2013	\$ 53,764,160	\$ 37,675,361	\$ 1,064,780	\$ (2,059,633)	\$ 206,324	\$ (2,413,902)	\$ 7,155,424	\$ 9,111,231	\$ 1,631,626	\$ 118,547	\$ 1,274,403

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

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$24,522	\$24,544
Interest	21	542	(521)	(96.2)	462	(223)	685	307.0	73	73
Tuition, Fees, Admissions	463	214	249	116.3	1,219	2,199	(980)	(44.6)	3,657	3,657
Other Local Revenues	156	89	67	75.0	964	837	127	15.1	1,931	2,231
State Sources	6,808	11,333	(4,525)	(39.9)	42,082	55,288	(13,206)	(23.9)	82,835	82,774
Federal Aids from MDE	1,132	2,065	(933)	(45.2)	2,889	2,871	18	0.6	7,622	9,946
Federal Direct Aids	793	522	271	51.8	3	1,093	(1,090)	(99.7)	3,022	3,022
Local Sales	364	108	256	236.6	737	541	196	36.2	1,779	1,779
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>9,735</b>	<b>14,873</b>	<b>(5,138)</b>	<b>(34.5)</b>	<b>48,355</b>	<b>62,606</b>	<b>(14,251)</b>	<b>(22.8)</b>	<b>125,440</b>	<b>128,025</b>
<u>Expenditures</u>										
Salaries	4,602	4,750	148	3.1	20,019	21,249	1,230	5.8	51,925	53,502
Benefits	1,962	2,003	41	2.0	9,345	9,459	114	1.2	26,921	27,462
Purchased Services	1,183	1,248	65	5.2	4,881	4,633	(248)	(5.4)	12,170	12,840
Supplies & Materials	463	328	(135)	(41.2)	1,809	1,492	(317)	(21.2)	4,728	5,048
Chargebacks	936	0	(936)	N/A	936	1	(935)	(93,457.9)	163	170
Capital Expenditures	(599)	4,470	5,069	113.4	7,297	14,825	7,528	50.8	5,438	13,540
Debt Service	3	2	(1)	(62.5)	5,179	5,155	(24)	(0.5)	21,108	21,108
Other	26	32	6	17.6	350	406	56	13.9	839	1,247
<b>Total Expenditures</b>	<b>8,577</b>	<b>12,833</b>	<b>4,256</b>	<b>33.2</b>	<b>49,814</b>	<b>57,220</b>	<b>7,406</b>	<b>12.9</b>	<b>123,291</b>	<b>134,917</b>
Transfers In (Out)	0	(3,590)	0	0.0	0	(3,590)	(3,590)	100.0	0	0
<b>Operating Excess (Deficit)</b>	<b>1,158</b>	<b>(\$1,550)</b>	<b>2,708</b>	<b>174.7</b>	<b>(1,459)</b>	<b>\$1,796</b>	<b>(3,255)</b>	<b>(181.3)</b>	<b>\$2,149</b>	<b>(\$6,893)</b>

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

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

**PAGE 3**

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$6,684	\$6,706
Interest	19	27	(8)	(28.0)	456	2	454	22,678.3	55	55
Tuition, Fees, Admissions	130	113	17	14.8	326	1,555	(1,229)	(79.0)	1,392	1,392
Other Local Revenues	82	86	(4)	(4.5)	633	660	(27)	(4.1)	569	795
State Sources	6,146	10,166	(4,020)	(39.5)	37,812	49,221	(11,409)	(23.2)	72,116	72,080
Federal Aids from MDE	919	1,872	(953)	(50.9)	1,645	1,864	(219)	(11.7)	5,544	7,679
Federal Direct Aids	0	0	0	N/A	21	0	21	N/A	135	135
Local Sales	0	0	0	N/A	9	0	9	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>7,297</b>	<b>12,264</b>	<b>(4,967)</b>	<b>(40.5)</b>	<b>40,901</b>	<b>53,302</b>	<b>(12,401)</b>	<b>(23.3)</b>	<b>86,495</b>	<b>88,842</b>
<u>Expenditures</u>										
Salaries	4,073	4,201	128	3.0	17,610	18,473	863	4.7	45,728	47,196
Benefits	1,478	1,763	285	16.2	8,005	8,306	301	3.6	23,160	23,677
Purchased Services	565	640	75	11.8	2,645	2,609	(36)	(1.4)	6,089	6,529
Supplies & Materials	106	96	(10)	(10.4)	590	543	(47)	(8.7)	1,411	1,686
Chargebacks	(0)	0	0	N/A	(2)	(1)	1	146.5	(183)	(183)
Capital Expenditures	14	103	89	86.4	110	353	243	68.9	421	251
Debt Service	0	0	0	N/A	79	(88)	(167)	(189.6)	20	20
Other	7	19	12	62.8	189	354	165	46.6	612	808
<b>Total Expenditures</b>	<b>6,242</b>	<b>6,822</b>	<b>580</b>	<b>8.5</b>	<b>29,225</b>	<b>30,549</b>	<b>1,324</b>	<b>4.3</b>	<b>77,257</b>	<b>79,984</b>
Transfers In (Out)	0	(3,590)	0	0.0	(6,165)	(3,590)	0	0.0	(6,165)	(6,165)
<b>Operating Excess (Deficit)</b>	<b>\$1,055</b>	<b>\$1,852</b>	<b>(797)</b>	<b>(43.0)</b>	<b>\$5,511</b>	<b>\$19,163</b>	<b>(\$13,652)</b>	<b>(71.2)</b>	<b>\$3,073</b>	<b>\$2,693</b>

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

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$6,227	\$6,227
Interest	19	27	(8)	(28.0)	456	2	454	22,678.3	55	55
Tuition, Fees, Admissions	80	4	76	1,899.6	268	1,369	(1,101)	(80.4)	914	914
Other Local Revenues	14	54	(40)	(73.8)	168	294	(126)	(43.0)	246	297
State Sources	6,146	9,897	(3,751)	(37.9)	36,711	48,057	(11,346)	(23.6)	67,733	67,733
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	20
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>6,260</b>	<b>9,982</b>	<b>(3,722)</b>	<b>(37.3)</b>	<b>37,603</b>	<b>49,722</b>	<b>(12,119)</b>	<b>(24.4)</b>	<b>75,174</b>	<b>75,245</b>
<u>Expenditures</u>										
Salaries	3,563	3,577	14	0.4	15,251	15,656	405	2.6	39,294	39,294
Benefits	1,260	1,490	230	15.5	6,420	7,089	669	9.4	20,229	20,257
Purchased Services	517	593	76	12.9	2,385	2,358	(27)	(1.1)	5,322	5,494
Supplies & Materials	86	70	(16)	(22.3)	500	445	(55)	(12.4)	1,016	1,110
Chargebacks	(1)	0	1	N/A	(4)	(1)	3	275.1	(216)	(216)
Capital Expenditures	13	35	22	62.9	56	249	193	77.4	197	136
Debt Service	0	0	0	N/A	79	(88)	(167)	(189.6)	20	20
Other	5	8	3	32.1	126	311	185	59.4	74	92
<b>Total Expenditures</b>	<b>5,443</b>	<b>5,773</b>	<b>330</b>	<b>5.7</b>	<b>24,814</b>	<b>26,019</b>	<b>1,205</b>	<b>4.6</b>	<b>65,935</b>	<b>66,186</b>
Transfers In (Out)	0	(3,590)	0	0.0	(6,165)	(3,590)	0	0.0	(6,165)	(6,165)
<b>Operating Excess (Deficit)</b>	<b>\$817</b>	<b>\$619</b>	<b>198</b>	<b>32.0</b>	<b>\$6,624</b>	<b>\$20,113</b>	<b>(\$13,489)</b>	<b>(67.1)</b>	<b>\$3,073</b>	<b>\$2,894</b>

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

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$457	\$479
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	50	109	(59)	(54.4)	58	186	(128)	(68.8)	478	478
Other Local Revenues	68	32	36	112.4	466	366	100	27.2	323	498
State Sources	0	269	(269)	(100.0)	1,100	1,164	(64)	(5.5)	4,383	4,348
Federal Aids from MDE	919	1,872	(953)	(50.9)	1,645	1,864	(219)	(11.7)	5,544	7,659
Federal Direct Aids	0	0	0	N/A	21	0	21	N/A	135	135
Local Sales	0	0	0	N/A	9	0	9	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>1,037</b>	<b>2,282</b>	<b>(1,245)</b>	<b>(54.6)</b>	<b>3,299</b>	<b>3,580</b>	<b>(281)</b>	<b>(7.9)</b>	<b>11,321</b>	<b>13,597</b>
<u>Expenditures</u>										
Salaries	510	624	114	18.2	2,359	2,817	458	16.3	6,434	7,902
Benefits	218	273	55	20.1	1,585	1,217	(368)	(30.2)	2,931	3,420
Purchased Services	48	47	(1)	(1.7)	260	251	(9)	(3.7)	767	1,035
Supplies & Materials	20	26	6	21.7	90	98	8	8.2	395	577
Chargebacks	0	0	(0)	N/A	1	0	(1)	N/A	33	33
Capital Expenditures	1	68	67	98.6	54	104	50	48.6	224	115
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	2	11	9	85.1	63	43	(20)	(45.4)	538	717
<b>Total Expenditures</b>	<b>799</b>	<b>1,049</b>	<b>250</b>	<b>23.8</b>	<b>4,411</b>	<b>4,530</b>	<b>119</b>	<b>2.6</b>	<b>11,321</b>	<b>13,798</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$238</b>	<b>1,233</b>	<b>(995)</b>	<b>(80.7)</b>	<b>(\$1,113)</b>	<b>(\$950)</b>	<b>(\$163)</b>	<b>(17.1)</b>	<b>\$0</b>	<b>(\$201)</b>

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

	CURRENT MONTH				YEAR - T O - D A T E				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	1	(1)	(86.4)	2	3	(1)	(30.6)	23	23
State Sources	18	18	0	1.2	55	55	(0)	(0.5)	168	168
Federal Aids from MDE	212	190	22	11.7	734	714	20	2.8	2,078	2,078
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	122	108	14	13.4	426	383	43	11.3	1,240	1,240
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>353</b>	<b>317</b>	<b>36</b>	<b>11.4</b>	<b>1,217</b>	<b>1,155</b>	<b>62</b>	<b>5.4</b>	<b>3,509</b>	<b>3,509</b>
<u>Expenditures</u>										
Salaries	95	94	(1)	(0.9)	392	387	(5)	(1.4)	1,042	1,042
Benefits	35	35	(0)	(1.1)	149	143	(6)	(4.5)	426	426
Purchased Services	4	7	3	46.2	26	30	4	14.3	83	93
Supplies & Materials	169	178	9	4.8	627	648	21	3.3	1,777	1,767
Chargebacks	0	0	0	N/A	0	1	1	92.8	156	156
Capital Expenditures	0	0	0	N/A	24	41	17	40.6	9	66
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	(1)	0	1	N/A	14	15	1	10.0	17	17
<b>Total Expenditures</b>	<b>303</b>	<b>314</b>	<b>11</b>	<b>3.6</b>	<b>1,232</b>	<b>1,265</b>	<b>33</b>	<b>2.6</b>	<b>3,509</b>	<b>3,566</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$50</b>	<b>\$3</b>	<b>\$47</b>	<b>1,578.9</b>	<b>(\$15)</b>	<b>(\$110)</b>	<b>\$95</b>	<b>86.2</b>	<b>\$0</b>	<b>(\$57)</b>

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

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	(0)	0	(0)	N/A	5	24	(19)	(78.8)	17	17
State Sources	415	649	(234)	(36.1)	1,850	2,588	(738)	(28.5)	5,257	5,257
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>415</b>	<b>649</b>	<b>(234)</b>	<b>(36.1)</b>	<b>1,855</b>	<b>2,612</b>	<b>(757)</b>	<b>(29.0)</b>	<b>5,274</b>	<b>5,274</b>
<u>Expenditures</u>										
Salaries	102	104	2	2.2	457	454	(3)	(0.6)	1,094	1,094
Benefits	71	70	(1)	(1.0)	291	283	(8)	(2.9)	696	696
Purchased Services	393	452	59	13.0	1,350	1,415	65	4.6	3,889	3,892
Supplies & Materials	31	34	3	8.7	117	133	16	12.2	364	364
Chargebacks	0	0	0	N/A	0	0	(0)	N/A	1	1
Capital Expenditures	0	0	0	N/A	0	6	6	100.0	216	214
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	(0)	N/A	1	1
<b>Total Expenditures</b>	<b>597</b>	<b>660</b>	<b>63</b>	<b>9.6</b>	<b>2,215</b>	<b>2,291</b>	<b>76</b>	<b>3.3</b>	<b>6,261</b>	<b>6,261</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$182)</b>	<b>(\$11)</b>	<b>(\$171)</b>	<b>(1,553.3)</b>	<b>(\$360)</b>	<b>\$321</b>	<b>(\$681)</b>	<b>(212.0)</b>	<b>(\$987)</b>	<b>(\$987)</b>

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

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$996	\$996
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	128	101	27	27.1	688	644	44	6.8	1,295	1,295
Other Local Revenues	(1)	1	(2)	(206.6)	191	94	97	103.1	20	94
State Sources	2	160	(158)	(98.5)	802	1,150	(348)	(30.2)	1,816	1,790
Federal Aids from MDE	0	3	(3)	(100.0)	0	293	(293)	(100.0)	0	189
Federal Direct Aids	793	522	271	51.8	(17)	522	(539)	(103.3)	1,770	1,770
Local Sales	0	0	0	N/A	1	0	1	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>922</b>	<b>787</b>	<b>135</b>	<b>17.2</b>	<b>1,664</b>	<b>2,703</b>	<b>(1,039)</b>	<b>(38.4)</b>	<b>5,897</b>	<b>6,134</b>
<u>Expenditures</u>										
Salaries	271	289	18	6.1	1,204	1,555	351	22.6	3,252	3,338
Benefits	105	108	3	2.5	497	567	70	12.4	1,348	1,367
Purchased Services	77	91	14	15.7	355	197	(158)	(80.1)	673	753
Supplies & Materials	14	19	5	26.3	90	124	34	27.8	246	265
Chargebacks	0	0	(0)	N/A	2	1	(1)	(89.4)	189	196
Capital Expenditures	2	0	(2)	N/A	2	0	(2)	N/A	17	21
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	8	3	(5)	(169.4)	16	25	9	34.8	171	193
<b>Total Expenditures</b>	<b>478</b>	<b>510</b>	<b>32</b>	<b>6.3</b>	<b>2,166</b>	<b>2,469</b>	<b>303</b>	<b>12.3</b>	<b>5,897</b>	<b>6,134</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
<b>Operating Excess (Deficit)</b>	<b>\$444</b>	<b>\$277</b>	<b>\$167</b>	<b>60.4</b>	<b>(\$501)</b>	<b>\$234</b>	<b>(\$735)</b>	<b>(314.2)</b>	<b>(\$0)</b>	<b>\$0</b>

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

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$1,411	\$1,411
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	1	1	0	48.6	59	56	3	5.8	72	72
State Sources	66	115	(49)	(42.4)	322	479	(157)	(32.8)	602	602
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	8	158	(150)	(95.1)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>68</b>	<b>116</b>	<b>(48)</b>	<b>(41.6)</b>	<b>389</b>	<b>693</b>	<b>(304)</b>	<b>(43.9)</b>	<b>2,085</b>	<b>2,085</b>
<u>Expenditures</u>										
Salaries	54	55	1	1.5	318	356	38	10.6	718	735
Benefits	21	24	3	11.9	139	153	14	9.0	311	315
Purchased Services	10	24	14	58.2	323	308	(15)	(4.9)	312	371
Supplies & Materials	1	1	0	5.3	241	17	(224)	(1,315.9)	300	300
Chargebacks	936	0	(936)	N/A	936	0	(936)	N/A	0	0
Capital Expenditures	(923)	9	932	10,353.6	0	1,031	1,031	100.0	3,796	3,596
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	3	0	(3)	N/A	119	0	(119)	N/A	0	120
<b>Total Expenditures</b>	<b>102</b>	<b>113</b>	<b>11</b>	<b>10.0</b>	<b>2,076</b>	<b>1,865</b>	<b>(211)</b>	<b>(11.3)</b>	<b>5,436</b>	<b>5,436</b>
Transfers In (Out)	0	0	0	N/A	6,165	0	0	N/A	1,265	6,165
<b>Operating Excess (Deficit)</b>	<b>(\$34)</b>	<b>\$3</b>	<b>(\$37)</b>	<b>(1,231.4)</b>	<b>\$4,478</b>	<b>(\$1,172)</b>	<b>\$5,650</b>	<b>482.1</b>	<b>(\$2,086)</b>	<b>\$2,814</b>

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

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$935	\$935
Interest	0	515	(515)	(100.0)	1	(212)	213	100.6	1	1
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	9	0	9	N/A	9	0	9	N/A	0	0
State Sources	0	31	(31)	(100.0)	174	199	(25)	(12.5)	168	168
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	53	0	53	N/A	105	0	105	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>63</b>	<b>546</b>	<b>(483)</b>	<b>(88.5)</b>	<b>290</b>	<b>(13)</b>	<b>303</b>	<b>2,331.7</b>	<b>1,104</b>	<b>1,104</b>
<u>Expenditures</u>										
Salaries	7	7	0	4.1	38	24	(14)	(57.7)	92	98
Benefits	2	3	1	26.8	13	7	(6)	(91.7)	30	31
Purchased Services	8	34	26	75.0	57	74	17	23.4	0	79
Supplies & Materials	0	0	(0)	N/A	3	27	24	89.1	0	36
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	308	4,358	4,050	92.9	7,160	13,394	6,234	46.5	980	9,391
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	10	10	100.0	2	12	10	83.2	0	71
<b>Total Expenditures</b>	<b>326</b>	<b>4,412</b>	<b>4,086</b>	<b>92.6</b>	<b>7,273</b>	<b>13,538</b>	<b>6,265</b>	<b>46.3</b>	<b>1,102</b>	<b>9,706</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$263)</b>	<b>(\$3,866)</b>	<b>\$3,603</b>	<b>93.2</b>	<b>(\$6,983)</b>	<b>(\$13,551)</b>	<b>\$6,568</b>	<b>48.5</b>	<b>\$2</b>	<b>(\$8,603)</b>

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

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$14,496	\$14,496
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	160	194	(34)	(17.7)	1,066	1,596	(530)	(33.2)	2,709	2,709
Federal Aids from MDE	0	0	0	N/A	510	0	510	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	571	(571)	(100.0)	1,117	1,117
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>160</b>	<b>194</b>	<b>(34)</b>	<b>(17.7)</b>	<b>1,576</b>	<b>2,167</b>	<b>(591)</b>	<b>(27.3)</b>	<b>18,322</b>	<b>18,322</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	3	2	(1)	(62.5)	5,100	5,243	143	2.7	21,088	21,088
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>3</b>	<b>2</b>	<b>(1)</b>	<b>(62.5)</b>	<b>5,100</b>	<b>5,243</b>	<b>143</b>	<b>2.7</b>	<b>21,088</b>	<b>21,088</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	4,900	0
<b>Operating Excess (Deficit)</b>	<b>\$156</b>	<b>\$192</b>	<b>(\$36)</b>	<b>(18.5)</b>	<b>(\$3,523)</b>	<b>(\$3,076)</b>	<b>(\$447)</b>	<b>(14.5)</b>	<b>\$2,135</b>	<b>(\$2,765)</b>

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

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	4	(13)	17	130.5	12	12
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	220	220
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>4</b>	<b>(13)</b>	<b>17</b>	<b>130.5</b>	<b>232</b>	<b>232</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	250	0	(250)	N/A	250	0	(250)	N/A	250	250
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>250</b>	<b>0</b>	<b>(250)</b>	<b>N/A</b>	<b>250</b>	<b>0</b>	<b>(250)</b>	<b>N/A</b>	<b>250</b>	<b>250</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$250)</b>	<b>\$0</b>	<b>(\$250)</b>	<b>N/A</b>	<b>(\$246)</b>	<b>(\$13)</b>	<b>(\$233)</b>	<b>(1,792.5)</b>	<b>(\$18)</b>	<b>(\$18)</b>

DULUTH PUBLIC SCHOOLS - ISD 709  
December 13  
Internal Service Fund

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

**PAGE 13**

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	69	69	(0)	(0.3)	464	429	35	8.1	785	785
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>69</b>	<b>69</b>	<b>(0)</b>	<b>(0.3)</b>	<b>464</b>	<b>429</b>	<b>35</b>	<b>8.1</b>	<b>785</b>	<b>785</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	45	53	8	15.8	252	255	3	1.3	700	700
Purchased Services	4	4	(0)	(10.4)	26	27	1	2.0	54	54
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>49</b>	<b>57</b>	<b>8</b>	<b>14.0</b>	<b>278</b>	<b>282</b>	<b>4</b>	<b>1.4</b>	<b>754</b>	<b>754</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$20</b>	<b>\$12</b>	<b>\$8</b>	<b>64.9</b>	<b>\$186</b>	<b>\$147</b>	<b>\$39</b>	<b>26.4</b>	<b>\$31</b>	<b>\$31</b>

DULUTH PUBLIC SCHOOLS - ISD 709  
December 13  
Student Activities

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

**PAGE 14**

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<b>Revenues</b>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	1	0	1	N/A	1	0	1	N/A	5	5
Tuition, Fees, Admissions	205	0	205	N/A	205	0	205	N/A	970	970
Other Local Revenues	64	0	64	N/A	64	0	64	N/A	225	225
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	188	0	188	N/A	188	0	188	N/A	538	538
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>457</b>	<b>0</b>	<b>457</b>	<b>N/A</b>	<b>457</b>	<b>0</b>	<b>457</b>	<b>N/A</b>	<b>1,738</b>	<b>1,738</b>
<b>Expenditures</b>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	126	0	(126)	N/A	126	0	(126)	N/A	1,070	1,070
Supplies & Materials	141	0	(141)	N/A	142	0	(142)	N/A	630	630
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	9	0	(9)	N/A	9	0	(9)	N/A	39	39
<b>Total Expenditures</b>	<b>277</b>	<b>0</b>	<b>(277)</b>	<b>N/A</b>	<b>277</b>	<b>0</b>	<b>(277)</b>	<b>N/A</b>	<b>1,738</b>	<b>1,738</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$181</b>	<b>\$0</b>	<b>\$181</b>	<b>N/A</b>	<b>\$180</b>	<b>\$0</b>	<b>\$180</b>	<b>N/A</b>	<b>\$0</b>	<b>\$0</b>

December 13  
ALL FUNDS

### BALANCE SHEET

ASSETS	12/31/13	06/30/13	12/31/12	FUND BALANCES	12/31/13	06/30/13	12/31/12
Cash / Investments	\$53,764	\$50,413	\$72,266	Reserved for:			
Taxes & Credits Receivable	3,752	19,527	3,534	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	227	310	247	Nonspendable Inventory	390	390	220
Due from Other Funds	0	202	228	Nonspendable Prepaids	97	97	81
Due from Other MN Districts	0	1,037	925	Staff Development	179	179	236
Due From MDE	11,127	11,262	27,316	Reemployment comp	0	0	0
Due From Federal thru MDE	0	2,108	35	Basic skills	231	231	305
Due From Federal - Direct	0	873	0	Learning development	0	0	0
Due from Other Governments	0	123	0	Desegregation	293	293	211
Inventory	355	390	1,561	Gifted and Talented	0	0	0
Prepaids	53	97	59	Pupil Transportation Safety	0	0	0
				ECFE	202	202	191
Total Assets	<u>\$69,278</u>	<u>\$86,340</u>	<u>\$106,170</u>	Community Education	359	359	281
				Community Services	27	27	27
				Operating Capital	0	0	0
				Facilities	2,709	2,709	27,888
				Alternative facilities	7,145	7,145	13,561
				Restricted Programs	0	0	0
				Bond Refunding	0	0	0
				Endowment	1,640	1,886	1,900
				Encumbrances	0	0	0
				Severance-Insurance Prem	3,682	3,682	0
				Area Learning Center	0	0	0
				Designated for:			
				Textbooks	502	502	273
				Carryovers	13	319	328
				Operating Capital	69	69	95
				Referendum	0	0	0
				Undesignated	1,310	2,032	15,328
				Total Fund Balance	<u>\$18,847</u>	<u>\$20,120</u>	<u>\$60,925</u>
				Liabilities & Fund Balance	<u>\$69,278</u>	<u>\$86,340</u>	<u>\$106,170</u>

December 13  
General Fund

### BALANCE SHEET

ASSETS	12/31/13	06/30/13	12/31/12
Cash / Investments	\$37,675	\$28,006	\$38,195
Taxes & Credits Receivable	(6,241)	9,535	(5,050)
Accounts / Interest Receivable	182	71	(361)
Due from Other Funds	0	0	0
Due from Other MN Districts	0	989	901
Due From MDE	10,611	10,637	23,611
Due From Federal thru MDE	0	2,053	0
Due From Federal - Direct	0	63	0
Due from Other Governments	0	121	0
Inventory	114	106	172
Prepays	53	92	59
<b>Total Assets</b>	<b>\$42,394</b>	<b>\$51,672</b>	<b>\$57,527</b>

LIABILITIES	12/31/13	06/30/13	12/31/12
Tax and Aid Anticipation Payable	\$22,000	\$23,000	\$23,000
Accrued Interest Payable	0	0	0
Salaries & Benefits Payable	(792)	11,955	(626)
Accounts Payable	272	886	119
Due to Other Funds	0	149	171
Due to Other MN Districts	0	106	8
Due to Other Governments	0	0	0
Claims Payable	169	165	170
Deferred Revenue	595	771	597
Taxes Levied for Subsequent Yr.	4,983	4,983	5,461
Property tax shift	(0)	(0)	(850)
<b>Total Liabilities</b>	<b>\$27,226</b>	<b>\$42,015</b>	<b>\$28,050</b>

FUND BALANCES	12/31/13	06/30/13	12/31/12
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	106	106	131
Nonspendable Prepays	92	92	78
Staff Development	179	179	236
Reemployment comp	0	0	0
Basic skills	231	231	305
Learning development	0	0	0
Integration	293	293	211
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	0	0	0
Community Education	0	0	0
Community Services	0	0	0
Operating Capital	0	0	0
Facilities	0	0	0
Alternative facilities	0	0	0
Restricted Programs	0	0	0
Escrow Account	0	0	0
Severance-Insurance Prem	3,682	3,682	-
Encumbrances	0	0	0
Area Learning Center	0	0	0
Designated for:			
Textbooks	0	0	0
Carryovers	0	306	307
Operating Capital	0	0	0
Referendum	0	0	0
Undesignated	10,586	4,769	28,209
<b>Total Fund Balance</b>	<b>\$15,168</b>	<b>\$9,657</b>	<b>\$29,477</b>
<b>Liabilities &amp; Fund Balance</b>	<b>\$42,394</b>	<b>\$51,672</b>	<b>\$57,527</b>

Duluth Public Schools - ISD #709  
December 13  
Food Service Fund

## BALANCE SHEET

ASSETS	12/31/13	06/30/13	12/31/12	FUND BALANCES	12/31/13	06/30/13	12/31/12
Cash / Investments	\$1,065	\$970	\$834	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	11	2	43	Nonspendable Inventory	100	100	89
Due from Other Funds	0	0	0	Nonspendable Prepays	1	1	1
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	43	35	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	66	100	48	Gifted and Talented	0	0	0
Prepays	0	1	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,142</u>	<u>\$1,117</u>	<u>\$960</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	87	18	78	Restricted Programs	0	0	0
Accounts Payable	0	30	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	954	969	792
Property tax shift	0	0	0				
Total Liabilities	<u>\$87</u>	<u>\$47</u>	<u>\$78</u>	Total Fund Balance	<u>\$1,055</u>	<u>\$1,070</u>	<u>\$882</u>
				Liabilities & Fund Balance	<u>\$1,142</u>	<u>\$1,117</u>	<u>\$960</u>

December 13

## BALANCE SHEET

Transportation Fund

ASSETS	12/31/13	06/30/13	12/31/12	FUND BALANCES	12/31/13	06/30/13	12/31/12
Cash / Investments	(\$2,060)	(\$1,908)	(\$3,363)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	20	80	145	Nonspendable Inventory	3	3	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	48	24	Staff Development	0	0	0
Due From MDE	48	0	2,166	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	(5)	3	(8)	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$1,996)	(\$1,777)	(\$1,036)	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	201	28	183	Restricted Programs	0	0	0
Accounts Payable	4	37	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	(2,204)	(1,844)	(1,219)
Property tax shift	0	0	0				
Total Liabilities	\$205	\$65	\$183	Total Fund Balance	(\$2,201)	(\$1,842)	(\$1,219)
				Liabilities & Fund Balance	(\$1,996)	(\$1,777)	(\$1,036)

December 13

## BALANCE SHEET

Community Service Fund

ASSETS	12/31/13	06/30/13	12/31/12	FUND BALANCES	12/31/13	06/30/13	12/31/12
Cash / Investments	\$206	\$121	\$478	Reserved for:			
Taxes & Credits Receivable	636	636	629	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	1	7	46	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	4	4	2
Due from Other MN Districts	0	0	0	Staff development	0	0	0
Due From MDE	188	345	514	Reemployment comp	0	0	0
Due From Federal thru MDE	0	11	0	Basic skills	0	0	0
Due From Federal - Direct	0	810	0	Learning development	0	0	0
Due from Other Governments	0	2	0	Desegregation	0	0	0
Inventory	(2)	0	(2)	Gifted and Talented	0	0	0
Prepays	0	4	0	Pupil Transportation Safety	0	0	0
				ECFE	202	202	191
<b>Total Assets</b>	<b>\$1,029</b>	<b>\$1,935</b>	<b>\$1,665</b>	Community Education	359	359	281
				Community Services	27	27	27
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	303	453	259	Restricted Programs	0	0	0
Accounts Payable	9	148	0	Escrow Account	0	0	0
Due to Other Funds	0	53	57	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	61	124	60	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	575	575	569	Undesignated	(501)	0	233
Property tax shift	(9)	(9)	(14)				
<b>Total Liabilities</b>	<b>\$939</b>	<b>\$1,344</b>	<b>\$931</b>	<b>Total Fund Balance</b>	<b>\$90</b>	<b>\$591</b>	<b>\$734</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$1,029</b>	<b>\$1,935</b>	<b>\$1,665</b>

December 13

## BALANCE SHEET

Capital Expenditures

ASSETS	12/31/13	06/30/13	12/31/12	FUND BALANCES	12/31/13	06/30/13	12/31/12
Cash / Investments	(\$2,414)	(\$6,910)	(\$7,159)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	2	4	360	Nonspendable Inventory	182	182	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	182	182	1,351	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b><u>(\$2,230)</u></b>	<b><u>(\$6,724)</u></b>	<b><u>(\$5,448)</u></b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	85	26	86	Restricted Programs	0	0	0
Accounts Payable	0	43	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	502	502	273
Deferred Revenue	182	182	1,351	School Carryover	13	13	21
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	69	69	95
Property tax shift	0	0	0	Undesignated	(3,262)	(7,740)	(7,274)
<b>Total Liabilities</b>	<b><u>\$267</u></b>	<b><u>\$250</u></b>	<b><u>\$1,437</u></b>	<b>Total Fund Balance</b>	<b><u>(\$2,497)</u></b>	<b><u>(\$6,975)</u></b>	<b><u>(\$6,885)</u></b>
				<b>Liabilities &amp; Fund Balance</b>	<b><u>(\$2,230)</u></b>	<b><u>(\$6,724)</u></b>	<b><u>(\$5,448)</u></b>

December 13

## BALANCE SHEET

Building Construction Fund

ASSETS	12/31/13	06/30/13	12/31/12	FUND BALANCES	12/31/13	06/30/13	12/31/12
Cash / Investments	\$7,155	\$14,479	\$27,830	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	135	12	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	23	23	60	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$7,178</u>	<u>\$14,637</u>	<u>\$27,902</u>	Community Education	0	0	0
				Community Services	0	0	0
				Operating Capital	0	0	0
				Facilities	2,709	2,709	27,888
				Alternative facilities	7,145	7,145	13,561
				Restricted Programs	0	0	0
				Escrow Account	0	0	0
				Endowment	0	0	0
				Encumbrances	0	0	0
				Textbooks	0	0	0
				Operating Capital	0	0	0
				Undesignated	(6,983)	0	(13,550)
				Total Fund Balance	<u>\$2,871</u>	<u>\$9,854</u>	<u>\$27,899</u>
				Liabilities & Fund Balance	<u>\$7,178</u>	<u>\$14,637</u>	<u>\$27,902</u>

LIABILITIES

Tax and Aid Anticipation Payable	\$0	\$0	\$0
Accrued Interest Payable	0	0	0
Salaries Payable	7	9	3
Accounts Payable	4,300	4,774	0
Due to Other Funds	0	0	0
Due to Other MN Districts	0	0	0
Due to Other Governments	0	0	0
Claims Payable	0	0	0
Deferred Revenue	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0
Property tax shift	0	0	0
Total Liabilities	<u>\$4,307</u>	<u>\$4,783</u>	<u>\$3</u>

December 13

## BALANCE SHEET

Debt Service Fund

ASSETS	12/31/13	06/30/13	12/31/12	FUND BALANCES	12/31/13	06/30/13	12/31/12
Cash / Investments	\$9,111	\$12,771	\$12,599	Reserved for:			
Taxes & Credits Receivable	9,357	9,357	7,955	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	257	257	965	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$18,725</b>	<b>\$22,386</b>	<b>\$21,519</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	129	266	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	688	688	602	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	16,593	16,593	13,955	Undesignated	1,315	4,838	6,962
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>\$17,410</b>	<b>\$17,547</b>	<b>\$14,557</b>	<b>Total Fund Balance</b>	<b>\$1,315</b>	<b>\$4,838</b>	<b>\$6,962</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$18,725</b>	<b>\$22,386</b>	<b>\$21,519</b>

December 13

# BALANCE SHEET

Trust & Agency Funds

ASSETS	12/31/13	06/30/13	12/31/12	FUND BALANCES	12/31/13	06/30/13	12/31/12
Cash / Investments	\$1,632	\$1,676	\$1,674	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	9	9	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	202	228	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>\$1,640</u>	<u>\$1,886</u>	<u>\$1,902</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	1,640	1,886	1,900
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	2	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>\$2</u>	Total Fund Balance	<u>\$1,640</u>	<u>\$1,886</u>	<u>\$1,900</u>
				Liabilities & Fund Balance	<u>\$1,640</u>	<u>\$1,886</u>	<u>\$1,902</u>

December 13

## BALANCE SHEET

Dental Internal Service Fund

ASSETS	12/31/13	06/30/13	12/31/12	FUND BALANCES	12/31/13	06/30/13	12/31/12
Cash / Investments	\$119	\$112	\$56	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	3	1	2	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$121</b>	<b>\$114</b>	<b>\$58</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	63	4	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	(10)	105	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	131	(55)	54
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>(\$10)</b>	<b>\$168</b>	<b>\$4</b>	<b>Total Fund Balance</b>	<b>\$131</b>	<b>(\$55)</b>	<b>\$54</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$121</b>	<b>\$114</b>	<b>\$58</b>

December 13  
Student Activities

## BALANCE SHEET

ASSETS	12/31/13	06/30/13	12/31/12	FUND BALANCES	12/31/13	06/30/13	12/31/12
Cash / Investments	\$1,274	\$1,094	\$1,122	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$1,274</b>	<b>\$1,094</b>	<b>\$1,122</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,274	1,094	1,122
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>Total Fund Balance</b>	<b>\$1,274</b>	<b>\$1,094</b>	<b>\$1,122</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$1,274</b>	<b>\$1,094</b>	<b>\$1,122</b>





**ISD #709 - Duluth Public Schools  
ACH & Wire Transfer Summary  
Period Ending 12/31/2013**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
12/06/2013	V106466	CITISTREET FOR MSRS	27,184.97
12/06/2013	V79764	DULUTH FEDERATION OF TEA	22,720.35
12/06/2013	V107231	DULUTH TEACHERS CREDIT	9,943.28
12/06/2013	V79711	DULUTH TEACHERS RETIRE EFT	229,577.54
12/06/2013	V106637	EBC - FLEX EFT	13,805.92
12/06/2013	V106636	EBC - TSA EFT	82,176.79
12/06/2013	V79771	EDUCATION MN CLERICAL	1,138.07
12/06/2013	V102915	FEDERAL 941 PR TAXES	555,067.41
12/06/2013	V108066	MG TRUST	116,371.25
12/06/2013	V05173	MN CHILD SUPPORT EFT	1,456.89
12/06/2013	V108320	MN DEPT OF REVENUE EFT	1,037.41
12/06/2013	V102916	MN STATE PR TAXES	92,443.95
12/06/2013	V79708	PUBLIC EMPLOYEES RETIREMENT	86,088.75
12/06/2013	V79704	U S BANK - PY DIRECT DEPOSIT	1,417,738.30
12/20/2013	V106466	CITISTREET FOR MSRS	38,706.50
12/20/2013	V79764	DULUTH FEDERATION OF TEA	22,640.50
12/20/2013	V107231	DULUTH TEACHERS CREDIT	9,693.28
12/20/2013	V79711	DULUTH TEACHERS RETIRE EFT	227,309.66
12/20/2013	V106637	EBC - FLEX EFT	12,566.63
12/20/2013	V106636	EBC - TSA EFT	82,159.31
12/20/2013	V79771	EDUCATION MN CLERICAL	1,155.69
12/20/2013	V102915	FEDERAL 941 PR TAXES	542,206.38
12/20/2013	V108066	MG TRUST	116,885.78
12/20/2013	V05173	MN CHILD SUPPORT EFT	1,433.04
12/20/2013	V108320	MN DEPT OF REVENUE EFT	972.35
12/20/2013	V102916	MN STATE PR TAXES	90,702.06
12/20/2013	V79708	PUBLIC EMPLOYEES RETIREMENT	83,454.51
12/20/2013	V79704	U S BANK - PY DIRECT DEPOSIT	1,396,518.80
12/26/2013	V06645	MEDICA HEALTH PLAN (EFT)	165,218.79
12/26/2013	V106638	PEIP - HLTH EFT	896,118.90
12/26/2013	V80030	DELTA DENTAL PLAN OF MN(EFT)	49,035.78
12/26/2013	V104923	HARRIS BANK	20,976.22
			<u>6,414,505.06</u>

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

**Beginning Investment Balance** (November 30, 2013): **\$ 14,992,052.28**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
12/17	VantageSouth Bank (NC)	MBS	06/11/14	0.20%	\$ 249,000.00
12/17	Xenith Bank (VA)	MBS	06/17/14	0.30%	249,000.00
12/18	Beak Bank USA (NV)	MBS	06/18/14	0.35%	249,000.00
12/18	Banco Popular de PR (PR)	MBS	06/18/14	0.35%	249,000.00
12/19	Homestreet Bank (WA)	MBS	06/19/14	0.20%	249,000.00
12/20	BAC Florida Bank (FL)	MBS	06/20/14	0.20%	249,000.00
12/26	Beal Bank SSB (TX)	MBS	06/25/14	0.25%	249,000.00
12/27	Far East Nat'l Bank (CA)	MBS	06/27/14	0.20%	249,000.00

**Total Purchases \$ 1,992,000.00**

**Deduct Maturities/Calls/Sales:**

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

**Total Maturities \$ 0.00**

**Other items:**

Add:	Money Market Funds Interest	\$ 48.16
	Market Value Adjustment	0.00
	Other Interest	0.00

Deduct:	Transaction Fees/Other	0.00
	Beginning Value Adjustment	0.00

**Total Other \$ 48.16**

**Ending Investment Balance** (December 31, 2013) **\$ 16,984,100.44**

Note: Ending Investment Balance as of December 31, 2012 was \$ 13,870,254.89

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

Grade Levels	Feb Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	FINAL 1213
KG	667.00	1.008969167	669.98	0.61	410.03	382.95
HK	81.00	0.994225191	80.53	1.000	80.53	73.59
Gr 1-3	1979.00	0.991186789	1961.56	1.12	2187.14	2201.73
Gr 4-6	1743.00	0.975284728	1699.92	1.060	1801.92	1931.12
Gr 7-8	1231.33	0.982027375	1209.20	1.300	1571.96	1404.73
Gr 9-12	2852.50	0.966850982	2745.94	1.300	3569.73	3703.40
<b>Sub-Total</b>	<b>8553.83</b>				<b>9621.30</b>	9697.52
<b>Other WADM Generators</b>						
<b>Early Childhood</b>	<b>225</b>	<b>0.393630958</b>	<b>88.57</b>	<b>1.250</b>	<b>110.71</b>	114.63
Early Childhood Details	Final Count	Feb 1 Count	Final ADM			
10-11	474	265	100.12			
11-12	432	270	94.8			
12-13	344	203	91.75			
13-14*		225	88.57			
<b>Resident Tuition**</b>						
Resident Tuition Details	Total WADM				49.58	
10-11	46.14					
11-12	54.15					
12-13	48.46					
13-14*	49.58					
<b>ALC</b>						
ALC Details	Total WADM				271.92	
10-11	256.02					
11-12	285.78					
12-13	273.97					
13-14*	271.92					
<b>Projected Total WADM</b>					<b>9732.01</b>	<b>9812.15</b>
<b>Budgeted WADM</b>					9669.00	
<b>Net</b>					63.01	

\* Projected

\*\*Included in Grade Level Projections



## DONATIONS/INVESTMENTS IN SCHOOL CHILDREN

SCHOOL	FIRST NAME	LAST NAME/ORG.	RESTRICTION	AMOUNT
Denfeld	Duluth Amateur Youth	Basketball Association	Boys Basketball	816.00
Denfeld		RWC Construction Inc	Boys Basketball	200.00
Denfeld	V F W Post 137	McConnel-Modeen	Key Club	100.00
Denfeld		Piedmont Heights Dental	Robotics	50.00
Denfeld		Eighth District Sons of American Legion	Robotics	150.00
Denfeld	West Duluth-Squadron 71	Sons of American Legion	Robotics	100.00
Denfeld		Post No. 71 West Duluth American Legion	Robotics	250.00
Denfeld		American Association of Retired Persons	Band	100.00
Denfeld		Irving Community Assn.	Girls Basketball	1,000.00
Denfeld	Michael W. Lien	Attorney At Law	Boys Basketball	1,200.00
Denfeld		Dorsey and Whitney Trust Co	Nordic Ski	4,242.00
Denfeld		Bendtec, Inc	Robotics	1,000.00
Denfeld	William C	Hoch Jr.	Softball	500.00
Denfeld	Jeff	Nace	VICA Skills	31.00
Denfeld		Irving Community Assn.	None	1,500.00
ALC HS	Rotary Club of Duluth Harbortown	Minnesota, USA, Inc./C/O Holiday Inn	None	400.00
ALC HS	Essentia East/St. Mary's	Health Surgical Services Dept	None	600.00
ALC HS	David	Longsio	None	900.00
Homecroft	Carolyn	Roberts	None	40.00
East/Ordean East/Denfeld		Farmer Brothers	Coffee for In-service	In-Kind
Lowell		Grandmas'Inc/Little Angies	None	747.68
Homecroft		Homecroft PTA	Wolf Ridge Trip	1,100.00
Homecroft		Maurices	None	50.00
Lester Park		Maurices	None	75.00
Lester Park	Girl Scouts of MN and WI Lakes and Pines	Troop 4138 c/o Kristina Solon-Boe	School Forest	175.00
Homecroft		Wells Fargo	None	40.00
Piedmont	Jane and Craig	Omtvedt	Sara Hill/Piedmont	10,000.00
Lowell		Maurices	None	50.00
Piedmont	Tony & Shelly	Sheff	Fisher Price Smart Cycle & Wooden Steps	In Kind
			<b>TOTAL</b>	<b>25,416.68</b>

# Memorandum

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

**From: Kerry M. Leider**



**Date: January 29, 2014**

**Re: Bid #1222 - Congdon Park Elementary School Bid Package #1, WS #2 – Site Concrete - Hovland, Inc. - Change Order #5**

Bid #1222, BP #1, WS #2 – Site Concrete at Congdon Park Elementary School was approved at the Special School Board Meeting on July 24, 2012 with a base bid of \$82,350.00.

Change Order #5 to this bid is a credit for the concrete at the trash enclosure resulting in a decrease of \$3,661.00.

**Recommendation:**

It is recommended the School Board approve the change order as listed above pertaining to WS #2 – Site Concrete at Congdon Park Elementary School deducting \$3,661.00 from the previously awarded base bid and change orders for a new contract total of \$188,051.00.

Attachment

# **AIA** Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

<b>PROJECT (Name and address):</b> Bid #1222 - Congdon Park Elementary School - Addition and Remodeling 3116 East Superior Street Duluth, MN 55803	<b>CHANGE ORDER NUMBER:</b> 005 <b>INITIATION DATE:</b> September 5 <sup>th</sup> , 2013	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Hovland, Inc. 4177 Thunderchief Lane Hermantown, MN 55811	<b>PROJECT NUMBERS:</b> / 90396 <b>CONTRACT DATE:</b> July 25 <sup>th</sup> , 2012 <b>CONTRACT FOR:</b> Work Scope 02	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Item No. 001 - PCO #200 - Credit for concrete pavement per JIT PR #057.  
 Total Amount Item No. 001: \$(3,661.00)  
Total Amount This Change Order: \$(3,661.00)

The original Contract Sum was	\$	82,350.00
Net change by previously authorized Change Orders	\$	109,362.00
The Contract Sum prior to this Change Order was	\$	191,712.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	3,661.00
The new Contract Sum including this Change Order will be	\$	188,051.00

The Contract Time will be unchanged by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is July 19, 2013.

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

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

Kraus-Anderson Construction Company  
**CONSTRUCTION MANAGER (Firm name)**  
 8625 Rendova Street NE, PO Box 158, Circle Pines, MN  
 55014  
**ADDRESS**

**BY (Signature)**  
 Mike Dosan  
 (Typed name) DATE: 1-14-14

Hovland, Inc.  
**CONTRACTOR (Firm name)**  
 4177 Thunderchief Lane, Hermantown, MN 55811  
**ADDRESS**

**BY (Signature)**  
 Lon Hovland  
 (Typed name) DATE: 12/17/13

John Ivey Thomas Associates, Inc.  
**ARCHITECT (Firm name)**  
 413 East Superior Street  
 Duluth, MN 55802  
**ADDRESS**

**BY (Signature)**  
 Robert Fern  
 (Typed name) DATE:

Duluth Public Schools - ISD #709  
**OWNER (Firm name)**  
 215 North 1st Avenue East, Duluth, MN 55802  
**ADDRESS**

**BY (Signature)**  
 Tom Kasper  
 (Typed name) DATE:

RECREATION, LIBRARIES & AUTHORITIES COMMITTEE

14-0012R

RESOLUTION AUTHORIZING A THREE YEAR LEASE AGREEMENT WITH INDEPENDENT SCHOOL DISTRICT 709 FOR SPACE IN THE WASHINGTON RECREATION CENTER FOR ITS HEAD START AND EARLY CHILDHOOD FAMILY EDUCATION PROGRAMS.


CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a three year lease agreement substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, with Independent School District 709 (ISD 709) for the lease of space in Washington Recreation Center for ISD 709's Head Start and Early Childhood Family Education programs with rent payments payable to Fund 205-130-1219-4622.

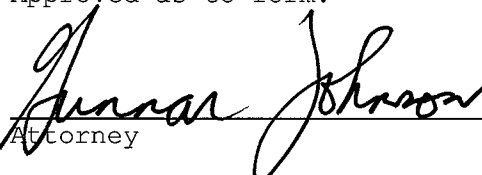
Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

PARKS EB:slw 12/26/2013

STATEMENT OF PURPOSE: This resolution authorizes the city to enter into a three year lease agreement with Independent School District 709 (ISD 709) for the lease of space in Washington Recreation Center for its Head Start and Early Childhood Family Education programs. The agreement may be terminated by either party on 30 days notice. In consideration for the use of space, ISD 709 will pay the city annual rent starting at \$9,840.00 for the first year, \$10,660.00 for the second year and \$11,480.00 for year three.

## LEASE AGREEMENT

THIS AGREEMENT, by and between the **CITY OF DULUTH**, hereinafter known as the “City” and the Independent School District 709, hereinafter known as **Lessee**.

WHEREAS, the City owns and operates the Washington Recreation Center together with the adjoining property, various fixtures and personal property contained therein, located at 310 North First Avenue West, Duluth, MN 55805, City of Duluth, St. Louis County, Minnesota (“Washington Center”); and

WHEREAS, Lessee is a non-profit corporation duly organized and existing under the laws of the State of Minnesota; and

WHEREAS, Lessee’s Mission (“Mission”) is to provide information and support for parents and their young children from birth through 3 years old; and

WHEREAS, Lessee desires to lease certain portions of Washington Center for advancement of its Mission and related services to the community (“Services”) as set forth herein; and

WHEREAS, the City desires to lease to the Lessee certain portions of Washington Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

**1. LEASED SPACE:**

- a. Lessee shall have exclusive use of following Rooms of the Washington Center (the “Exclusive Space”).

User Group	Room #	Square footage
Early Childhood Family Education (ECFE)	110	840
ECFE	114	800
ECFE	116	810
<u>TOTAL ECFE</u>		<u>2,450 sf</u>
Duluth Head Start	112	830
<u>Total</u>		<u>830 sf</u>

Lessee may have non-exclusive use of the common areas of the Washington Center, defined as the hallways, restrooms and conference rooms (the “Non-Exclusive Space”). (The Exclusive and Non-Exclusive Space shall be collectively referred to as “Premises”).

- b. In addition, one (1) parking space will be assigned to Lessee (when Lessee occupies the Premises) for its exclusive use. Any additional parking spaces

required by Lessee must be negotiated with the Art Space Organization, which will include a fee separate from this Agreement for renting of any additional parking spaces.

A drawing of the Premises is attached to this Agreement as Exhibit A. Lessee accepts the Premises and equipment "as is", in its present physical condition, and the City makes no warranty, either express or implied, that the Premises or equipment thereon are suitable for any purpose.

- c. Lessee's use of the Premises shall be limited its Services. Said Services are described in the attached Service Description which is made a part of this Agreement as Exhibit B.
- d. If Lessee requires exclusive or non-exclusive use of the Non-Exclusive Space, Lessee shall request the use of the Non-Exclusive Space in accordance with the then current established rental policies and shall pay the current rental fees, if applicable. All such requests for the exclusive or non-exclusive use of the Non-Exclusive Space shall be booked through the City's Parks and Recreation Staff ("Park Staff") assigned to Washington Center. Lessee is not guaranteed priority of its requests. All rent proceeds for the Non-Exclusive Premises shall be deposited in Special League Fund 210-030-3190-4644.
- e. Lessee acknowledges and agrees that except for the Exclusive Space, Washington Center is a public facility and Lessee will limit its program activities to its Exclusive Space and shall allow the public the use of the Non-exclusive Space except when Lessee has reserved the Non-Exclusive Space for its exclusive use.

**2. TERM OF AGREEMENT:**

a. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 1, 2013 and expire on August 31, 2016 unless earlier terminated as provided for herein.

**3. RENT:**

Rent for the Exclusive Space shall be as follows:

In consideration of Lessee's provision of Services described herein, the City has agreed to a reduced rental rate as follows:

<u>Year 1:</u>	<u>September 1, 2013 – August 31, 2014</u>
ECFE:	2,450 sf x \$3.00/sf = \$7,350.00/ year or \$612.50/month
Head Start:	830 sf x \$3.00/sf = \$2,490.00/year or \$207.50/month

<u>Year 2:</u>	<u>September 1, 2014 – August 31, 2015</u>
ECFE	2,450 sf x \$3.25/sf = \$7,962.50 /year or \$663.55/month

Head Start      830 sf x \$3.25/sf = \$2,697.50 /year or \$224.80/month

Year 3:                      April 1, 2015 – March 31, 2016

ECFE              2,450 sf x \$3.50 = \$8,575.00/year or \$715.58/month

Head Start      830 sf x \$3.50 = \$2,905.00/year or \$242.08/month

This reduced rental rate is specifically conditioned upon Lessee's continuation of the Services throughout the term of this Agreement

All rent shall be due and payable on or before the first day of each month. Rent proceeds to be deposited in Fund 110-121-1217-2120-4622.

Lessee is taking the Premises "as is", in its present physical condition, without representations or warranties of any kind.

**4. OPERATION AND MAINTENANCE:**

- a. Lessee shall maintain the Premises in a safe and clean manner at all times including cleaning of interior windows of its exclusive leased space. Lessee shall remove all litter or other waste and properly dispose of same into the proper disposal containers provided within the Washington Center. Lessee agrees to comply with the City's recycling requirements including the recycling guidelines established by the City's Energy Coordinator.
- b. Lessee shall keep and maintain the Premises during the term of this Agreement in good order and condition and state of repair, normal wear and tear excepted.
- c. Lessee shall be responsible for maintaining all Lessee equipment in a safe and properly maintained manner at Lessee expense and shall prohibit the use of any equipment not determined to be safe and properly maintained.
- d. Lessee shall be responsible for any losses or damages caused by Lessee, or its employees, agents or program participants, to the Premises or to any City equipment.
- e. Lessee shall not make structural changes to the Premises with the exception of the installation of necessary telephone and internet service.
- f. Lessee agrees and understands that the Premises is a public facility and accordingly will limit its activities within the area to allow the general public the use of the common areas and conference rooms except when Lessee has reserved the conference rooms per paragraph g., below, for its exclusive use.
- g. Use of conference rooms must be requested in advance in writing by Lessee to the Park Staff. All requests shall be made in accordance with the current rental policies established by the Park Staff. Use is subject to availability and Lessee is not guaranteed priority of its requests. Parks Staff reserves the exclusive right to reschedule Lessee's use of the conference room should an unforeseen scheduling conflict arise. If Lessee's conference room use becomes displaced by such scheduling conflict, it shall be rescheduled by Park Staff. All meetings and events held in the conference rooms must follow this criteria:

- i. The meeting or event must be directly related to the Lessee's goals and mission.
  - ii. A key holder (a person who has been assigned a key from Facility Management) must be present for the duration of the event or meeting.
  - iii. Lessee agrees to follow all security measures and criteria set up by the Park Staff.
- h. Lessee will follow all established policies and procedures regarding safe and supervised building usage and security and will immediately report any concerns to the Park Staff.
- i. Lessee shall maintain a current schedule of user or program instructional fees and activities and provide a current copy to the Park Staff at Washington Center.
  - j. Lessee agrees that during its programming and/or activities occurring in or on the Premises it shall provide adult supervision by a qualified representative of Lessee of its program participants.

**5. LIMITS OF USE:**

- a. Lessee agrees that the Premises shall be used only for Services-related activities and that any other activities not approved by the Park Staff shall be grounds for immediate termination of this agreement.

**6. INDEPENDENT CONTRACTOR:**

- a. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Lessee as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Lessee shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Lessee while so engaged and any and all claims whatsoever on behalf of Lessee arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. Lessee and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

**7. INSURANCE:**

- a. Lessee shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.
  - (i) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
  - (ii) Comprehensive General Liability Insurance in an amount not less than **\$1,500,000** Single Limit. Such coverage shall include all Lessee activities

occurring on or within the Premises whether said activities are performed by employees or agents under contract to Lessee.

- b. The City shall be named as Additional Insured under the Comprehensive General Liability policy. Lessee shall provide Certificates of Insurance evidencing the required coverage. The certificates of insurance provided shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Lessee'S interests and liabilities. **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.** Certificates showing that Lessee is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- c. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Lessee, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Lessee, its employees, agents and representatives in the negligent performance of its activities covered by this Agreement.
- d. City officials are granted the authority to refuse to execute this Agreement upon default by Lessee of the requirements of this paragraph.

**8. HOLD HARMLESS AND INDEMNIFICATION:**

- a. Lessee hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or Lessee, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of Lessee, arising out of, related to or associated with the use, management, maintenance or operation of the premises by Lessee or performance of its obligations under this Agreement.
- b. Lessee will indemnify the City for any damage to any City property on the premises caused by Lessee, its agents or employees.

**9. INCIDENT REPORTS:**

- a. Lessee shall promptly notify the Park Staff in writing of any incident of injury or loss or damage to the property of City or any Lessee's participants or invitees occurring within the Premises during the Term of this Agreement. Such written report shall be in

a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit C.

**10. COMPLIANCE WITH LAWS:**

- a. Lessee shall make its Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Premises.
- b. Lessee shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Premises.
- c. Lessee agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.
- d. Lessee agrees its Services conducted on the Premises shall be in compliance with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

**11. COMMUNICATIONS:**

- a. The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

**12. NOTICES**

- a. Unless otherwise provided herein, notice to the City or Lessee shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth  
 Property & Facilities  
 Manager  
 1532 W. Michigan St.  
 Duluth, MN 55806

ISD 709  
 Attn: Director of ECFE  
 215 North 1<sup>st</sup> Avenue East  
 Duluth, MN 55802

**13. CITY ACCESS:**

- a. Lessee shall permit the City, its officials, employees or agents to access and inspect the Premises at any time. Lessee shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises. Facility Management for the City shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and Lessee agrees to abide by the Key

Control Policy, a copy of which shall be provided to Lessee. All keys shall be promptly returned to the City's Manager of Parks & Recreation upon termination of this Lease.

**14. SMOKING AND TOBACCO:**

There shall be no smoking or use of tobacco whatsoever on the Premises.

**15. TERMINATION OF AGREEMENT:**

a. This Agreement may be terminated by either party by serving thirty (30) days written notice upon the other. Any such notice to be given to the City shall be addressed to the Manager of Parks & Recreation, and any such notice to be given to Lessee shall be directed to the current official contact person. Lessee shall remove all Lessee equipment not later than the expiration of the notice period and any such Lessee equipment remaining after this period shall become the property of the City. Should Lessee violate any of the provisions of this Agreement, City may terminate this Agreement immediately by serving written notice to Lessee.

b. Upon termination of this agreement, Lessee agrees to surrender possession of the Premises to City in as good condition and state of repair as said premises were in at the time Lessee took possession, reasonable wear and tear, and acts of God excepted.

**16. DEFAULT BY LESSEE:**

a. Should Lessee be in default under any terms or conditions of this Agreement City shall provide Lessee with notice of said condition of default, in writing, and shall allow Lessee thirty (30) days to cure any defaults set forth therein. If such default is not cured to the satisfaction of City within thirty (30) days, City may immediately terminate this agreement.

b. Lessee shall also be considered in default if Lessee (i) conducts activities within the Premises in violation of this Agreement or if Lessee discontinues providing its Services, or (ii) files a petition in bankruptcy or other insolvency proceeding is filed by or against Lessee, without dismissal within thirty (30) days of filing; or if Lessee makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or of any of Lessee's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Lessee.

c. In the event of default by Lessee, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Lessee, may remove all persons and property from the Premises.

d. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

e. Should City elect to reenter, this Agreement shall be deemed terminated; provided, however, that City shall be entitled as against Lessee to the measure of

damages provided by law, namely the difference between the rent for the balance of the term of this Agreement following the day of reentry and the amount of rent City receives during that period from any subsequent tenant of the Premises. City shall in such event have no obligation to relet the Premises.

f. Should City at any time terminate this Agreement under City's express rights set forth in this Agreement for any breach, City may, in addition to any other remedy it may have, recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises.

**17. ALTERATIONS AND IMPROVEMENTS:**

a. Lessee may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the City's Architect. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, Lessee shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to this Agreement as Exhibit D. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

b. Lessee agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, Lessee will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

**18. GENERAL PROVISIONS**

a. Prior to execution of this Agreement by the City, Lessee shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State. City officials are granted the authority to refuse to execute this Agreement upon default by Lessee of the requirements of this paragraph.

b. The Premises is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. Lessee acknowledges that the Park Staff shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.

c. The rights of Lessee to occupy, use, and maintain said premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

d. The waiver by the City or Lessee of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

e. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

f. Lessee agrees that it shall neither assign nor transfer nor sublet any rights or obligations under this Agreement without the prior written approval of the City.

g. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

h. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

**CITY OF DULUTH**

**INDEPENDENT SCHOOL DISTRICT #709**

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

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

Attest:

Its: \_\_\_\_\_  
Title of Representative

Date:

By: \_\_\_\_\_  
City Clerk  
Date:

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

Countersigned:

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

\_\_\_\_\_  
City Auditor

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

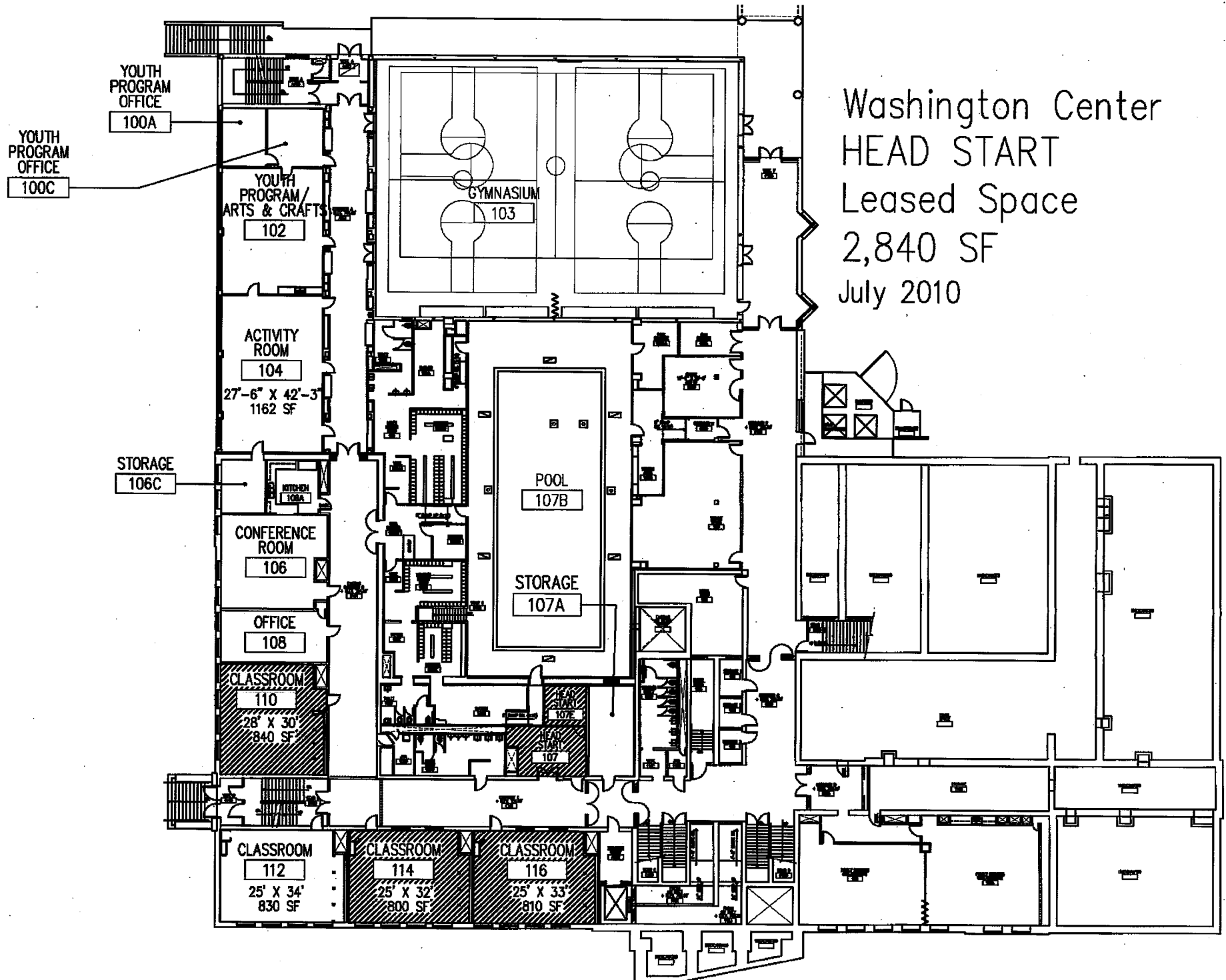
Approved as to form:

\_\_\_\_\_  
City Attorney

**Exhibit A**

**Diagram of the Premises**

Washington Center  
HEAD START  
Leased Space  
2,840 SF  
July 2010



**Exhibit B****Description of Services**

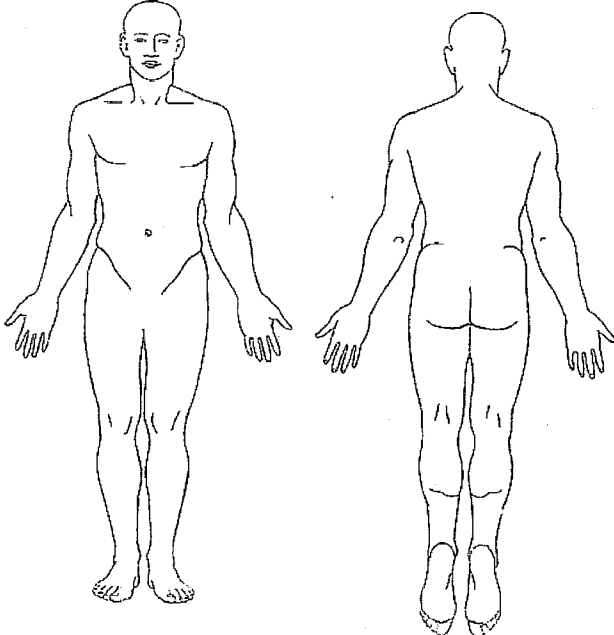
Providing educational programs for parenting and child development, and related activities including....

**Exhibit C**  
**Incident Report**

# CITY OF DULUTH

## INCIDENT REPORT

Supervisor and injured employee to complete within 24 hours of incident/injury.  
 Please print clearly and fax completed form to: 1-866-286-5258

<b>Company Name: Duluth Police Dept.</b>		<b>Dept. / Div: Patrol</b>		<input type="checkbox"/> <b>Employee</b> <input type="checkbox"/> <b>Non-Employee</b>	
<b>Last name:</b>		<b>First:</b>		<b>Middle initial:</b>	
<b>Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip code:</b>	
<b>Phone:</b>					
<b>Incident Date:</b>		<b>Time:</b>		<b>Left work:</b>	
				<b>Returned:</b>	
				<b>Lost time</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>Explanation for Injury/Incident:</b> _____					
<b>Incident investigation conducted:</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>					
<b>Date supervisor notified:</b>			<b>Date report completed:</b>		
<b>Supervisor's name:</b>					
<b>Names / Phone #'s of witnesses:</b> _____					
<b>Was there a:</b> <b>Safety violation</b> <input type="checkbox"/> <b>Machine malfunction</b> <input type="checkbox"/> <b>Motor vehicle accident</b> <input type="checkbox"/>					
<b>Supervisor's comments:</b> _____					
<b>What actions have been taken to prevent recurrence?</b> _____					
<b>CAUSE</b> <input type="checkbox"/> Slip and Fall <input type="checkbox"/> Struck by equipment <input type="checkbox"/> Lifting or moving <input type="checkbox"/> Caught (In, on or between) <input type="checkbox"/> Needle puncture <input type="checkbox"/> Object in eye (Right <input type="checkbox"/> Left <input type="checkbox"/> <input type="checkbox"/> Repetitive / Overuse <input type="checkbox"/> Other		<b>MARK AREAS OF INJURY BELOW</b> <b>Front</b>			
		<b>Back</b>			
					
<b>TYPE OF INJURY</b> <input type="checkbox"/> Scrape / Bruise <input type="checkbox"/> Sprain / Strain <input type="checkbox"/> Puncture wound <input type="checkbox"/> Cut / Laceration <input type="checkbox"/> Concussion <input type="checkbox"/> Bite <input type="checkbox"/> Chemical burn / Rash / Breathing difficulties <input type="checkbox"/> Other <input type="checkbox"/> No apparent injury					
<b>Employee referred to:</b> <b>Clinic</b> <input type="checkbox"/> <b>Hospital ER</b> <input type="checkbox"/> <b>Refused to see MD</b> <input type="checkbox"/>					
<b>DR / Clinic</b>			<b>Phone Number:</b>		
<b>Supervisor's signature:</b>			<b>Date:</b>		
<b>Employee's signature:</b>			<b>Date:</b>		

**NOTE:** Complete side 2 if Vehicle, Equipment, or Property Damage

<b>INCIDENT LOCATION:</b>			
<b>POLICE CALLED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Police Traffic Accident Report ICR#:</b> _____	
<b>City Vehicle, Property, or Equipment Involved</b>	Description: _____ Vehicle #, Make, Model, Year: _____ Describe Damage: _____		
<b>Non-City Vehicle, Property, or Equipment</b>	Owner Name: _____ <input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other Owner Address/Phone #: _____ Vehicle License #: _____ Color: _____ Make/Model: _____ Year: _____ Describe Damage: _____		
<b><u>Weather Conditions</u></b>	<b><u>Roadway Conditions:</u></b>	<b><u>Light Conditions:</u></b>	<b><u>Other:</u></b>
<input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow	<input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	<input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	Approx. Temp: _____ Estimated Speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or Alcohol Test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>MISCELLANEOUS COMMENTS:</b> _____			

Sketch below how vehicle accident occurred (Give street names, direction of travel, locations of vehicles, objects and traffic control devices) ↑ North

**Exhibit D**  
**Project Proposal Request**

CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM

Use this form to propose improvement projects to any City facility. A City facility includes both building and grounds. It is intended to be used by external community groups, organizations and internally generated requests.

PROJECT (Brief Description) \_\_\_\_\_

LOCATION (Name of City Park, Building) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Attach Sketch Diagram  yes, or Add Drawing on back of this form,  yes

NAME OF GROUP OR ORGANIZATION PROPOSING PROJECT: \_\_\_\_\_

Contact Person Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ Work Phone \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Cell Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

PROJECT FUNDING: Do you have funding for this project?

YES, indicated Funding Sources, Amounts and Total Project Cost \_\_\_\_\_

NO, COMMENTS \_\_\_\_\_

Total Project Cost \_\_\_\_\_

ENERGY USE: Do you think there will be a change in the use of energy for any energy type listed here because of this project?

YES  NO  Not Sure Check all energy types where use will change:

ELECTRICITY (kWh) \_\_\_\_\_ GAS (Therms) \_\_\_\_\_ OIL (gallons) \_\_\_\_\_

STEAM (Pounds) \_\_\_\_\_ WATER and SEWER (CCF) \_\_\_\_\_

Person completing and submitting this request: PRINT NAME: \_\_\_\_\_

Phone \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SUBMIT COMPLETED FORM to: Tari Rayala; Architecture & Facility Management; 1532 West Michigan Street; Duluth, MN 55806; [trayala@duluthmn.gov](mailto:trayala@duluthmn.gov); (218) 730-4434

(For city use only) Action Taken:

Forward to: CCP committee - YES  NO

CCP (Cities for Climate Protection) Advisory Committee Review: \_\_\_\_\_

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

Project Review Team: Date \_\_\_\_\_

Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_ Comments: \_\_\_\_\_

Notifications sent to: Submitter \_\_\_\_\_ Date: \_\_\_\_\_ Dept. Director \_\_\_\_\_ Date \_\_\_\_\_



## CITY OF DULUTH

Department of Public Administration – Maintenance Operations  
Architecture, Facility Management Services and Street Light Utility

1532 West Michigan Street  
Duluth, Minnesota • 55806  
Phone: 218-730-4434 • Fax: 218-730-3560

Tari L. Rayala, AIA  
Facility Projects Specialist  
trayala@duluthmn.gov

### INTER-DEPARTMENT CORRESPONDENCE

DATE: March 27, 2012

TO: Department Directors & Division Managers  
Community Clubs and Organizations

FROM: Tari L. Rayala, AIA  
Facility Projects Specialist

SUBJECT: Project Request and Approval Process

Each year there are numerous requests for improvement projects on City Property. The projects and related funding are pursued through a variety of avenues such as additional capital requests not included in the City's 5-year Capital Improvement Program (CIP), requests to the City Facilities Management or Parks and Recreation Department, Community Development Block Grant Program (CDBG), and others. These avenues and the different people and requirements of each process have caused some confusion. The result has been delays and, on occasion, rejection of funded projects.

For example, acquiring funds for a project through CDBG, a DNR grant, fundraising, or donations does not guarantee project acceptability if the project is being considered on City property. It must also receive recommendation and approval by the appropriate City officials. There is no assurance that this will occur after the fact, and therefore, City approval should occur in advance of, or at least concurrent with pursuing funding.

The City departments most actively involved with projects have developed a system that will result in better communications, tracking, and processing of project requests. It establishes Facilities Management as the City entity that will initiate the process once a request has been received. Facilities Management (FM) is charged with identifying the responsible and accountable "Project Team" and facilitating the process. At any point in the process, FM can be contacted to respond to questions or concerns that are not being addressed by the Project Team.

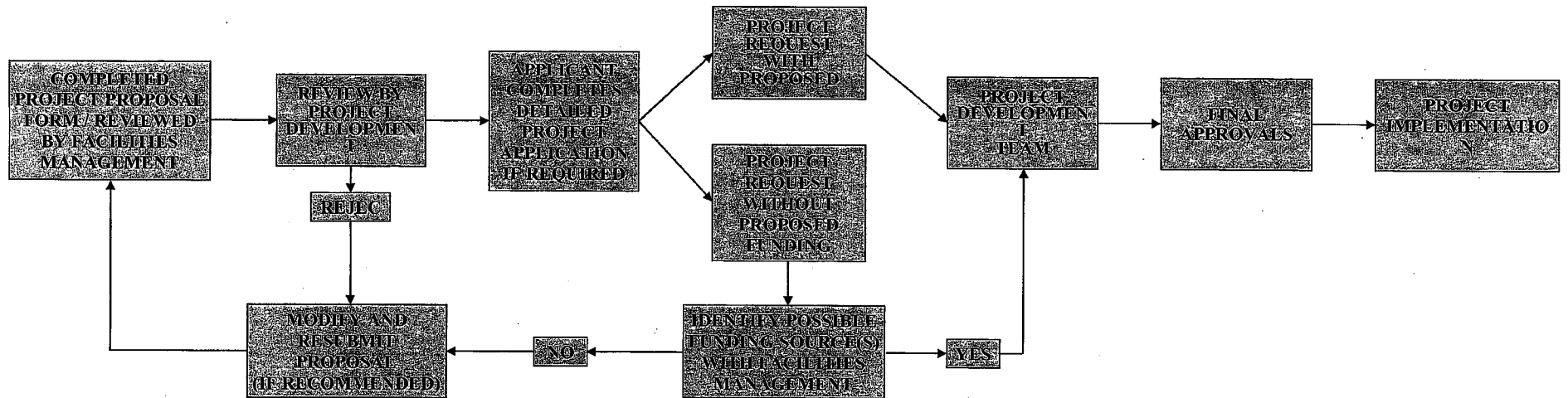
The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. This process may need modification to improve upon what has been developed. Your input will be critical in that sense.

Enclosed you will find two documents, 1) the City of Duluth Project Proposal Request Form and 2) the Project Request and Approval Process sheet. The Request Form activates the Request and Approval Process which is diagrammed to reflect how the process works. Implementation of this process is effective immediately.

Your cooperation and assistance is requested and much appreciated. If you have any questions, please contact me at 730-4434.

## PROJECT REQUEST AND APPROVAL PROCESS

### City Facilities (Buildings & Grounds): Process For Capital and/or Improvement Projects Which Propose To Make Any Physical, Non-Maintenance Improvement



Project Form to be Completed By:  
 - City Department  
 - Community Club  
 - Community Group  
 - Athletic Organization

- Check against existing plans, guidelines, restrictions, etc.

- Project Development Team Administration by Facilities Management Division

- Project Management Team Membership Based on Individual Project or Project Group

- Project Management Team to Meet as Needed to Review, Revise, etc. Project Information

- Project Development Team Determines Project Manager

- Project Development Team Determines Project Requirements

- Funding Sources with Special or Additional Requirements  
 - CDBG  
 - NMGF  
 - CIP  
 - PFCAC  
 - Park Improvement Fund

- Develop prioritized project list  
 - Administrative review of projects (as necessary)

- Department  
 - Administration  
 - City Council

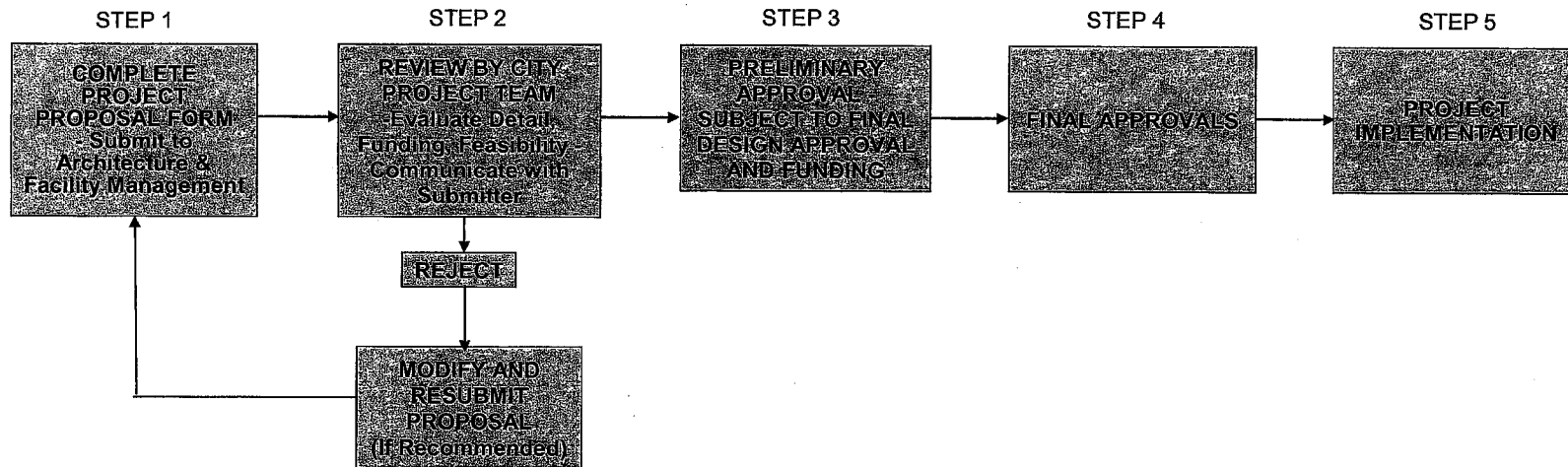
Notify as necessary:  
 - Boards  
 - Commissions  
 - Other various parties

- Notification to all affected staff or other involved parties  
 - Identify Project Manager

Note: Once adopted, this process must be effectively communicated to all City in-house staff and external organizations.

**CITY OF DULUTH**  
**PROJECT REQUEST AND APPROVAL PROCESS**

**City Facilities (Buildings & Grounds): Process For New Capital and/or Improvement Projects Which Propose To Make Any Physical, Non-Maintenance Improvement**



**Step 1: Project Proposal:** Project Proposal Form to be completed by designated or authorized representative of City Department, Community Club, Community Group, Athletic Organization, etc. Include as much detail as possible. Submit completed Project Proposal Form to Tari Rayala in Architecture & Facility Management who will review your Project Proposal and consider any existing master plans, guidelines, restrictions, etc. to determine initial project feasibility.

**Step 2: Project Review:** Project evaluation by City's Internal Project Review Team. This team was established by Administrative Services based on project type and scope and will consist of City staff authorized to review specific projects. The Project Review Team will meet as needed to gather, review, and/or revise project information and requirements. Feasible projects without identified funding or with insufficient funding will receive further review to determine eligibility for funding sources such as CDBG, CIP, etc., and will proceed through the appropriate funding review and approval process. In addition, review by appropriate Boards and Commissions shall occur as needed. Projects are either approved, modified, or rejected at this step. Outcome of this step communicated back to submitter with notification of the next step of the process.

**Step 3: Preliminary Approval:** Projects with approved funding are returned to project submitter to proceed with final project design including detailed plans necessary for construction.

**Step 4: Final Approval:** Final review of completed project design. Final approvals as needed from Department, Administration, City Council.

**Step 5: Implementation:** Notification to all involved parties, including City staff, with project "Notice to Proceed". Identification of Project Manager with responsibility for project oversight during project construction to completion and final acceptance.

**RESOLUTION**Pledge of Collateral

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby accepts a \$100,000 par value FHLB note maturing 12/12/2014, CUSIP number XXXXX1PC4, pledged as collateral by North Shore Bank of Commerce.

**RESOLUTION**

**Joint Purchasing Agreement with the TCPN The Cooperative Purchasing Network**

Whereas, Minnesota Statute 471.59, Subdivision 1, authorizes Joint Powers Agreements  
Allowing subdivisions to purchase from contracts initialized by other political divisions;

Whereas, it would be to the benefit of Independent School District No. 709 to have access  
to the purchase of contract items and services from current and future TCPN;

Whereas, entering into such an agreement would pose no financial impact on Independent  
School District No. 709;

Now, Therefore Be It Resolved, that the School Board of Independent School District No.  
709, St. Louis County, Minnesota, authorized the Director of Business Services to enter into a  
Joint Powers Agreement with TCPN for the purchase of contract items and services.

**RESOLUTION**2014 Legislative Platform

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the attached 2014 Duluth School District Legislative Platform be adopted.



# LEGISLATIVE UPDATE

## LEGISLATIVE PLATFORM - DRAFT

### State Budget Surplus

One of the priorities for Minnesota's state budget surplus should be funding the cost for consolidation of teacher retirement funds. The cost of consolidating these funds should not come at the expense of local property taxpayers, students' education and the employees that provide that education.

### Integration Revenue

The State of Minnesota should continue funding of both inter-district and intra-district integration revenue. Any further redistribution of integration aid should be tied to a specific consensus on the proper use of integration funding. The MDE should continue to cooperate with districts to further develop programs that provide choice, reduce segregation, close the learning gap, and promote integrated learning experiences for all students.

### Permanent Structural Change

Permanent structural change in Minnesota's tax system must be combined with school finance reform efforts being considered. Tax reform should include replacing school district reliance on property tax increases with other state taxes, greater equalization of the operating referendum, and continuing to restore the original level of debt service equalization.

### State or Federal Mandates

State or Federal mandates imposed on local schools must be suspended or accompanied with sufficient resources to enable public schools to meet those mandates such as special education underfunding and charter school lack of funding for resident students.

The Duluth Public Schools serve the City of Duluth and certain outlying areas beyond the city limits. This area constitutes 328 square miles. The majority of the schools serving the district lie within the city limits. These schools are located within or near a ribbon of land two miles wide and seventeen miles long which follows the shoreline of Lake Superior and the St. Louis River.

The Duluth School System currently provides service to 8,800 students in the city of Duluth and outlying townships, including PreK and ECFE programs and education at the Area Learning Center and Secondary Vocational Programs.

Independent School District 709 is committed to ensure that all requirements in hiring, training, promotion, personnel management practices and collective bargaining agreements are structured and administered in a manner which furthers equal employment principles.

(Approved at the February 25, 2014 Regular School Board Meeting.)

Expenditure Contracts Signed – January 2014

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

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Bruce Miles	\$3,000.00	Title	Assist with Building Survey/Staff Coaching
Garrett Johnson	900.00	Spec Serv	CPR Instruction
Akeem Pendleton	1,000.00	OEE	Disc Jockey Services at Events
NAACP – Duluth Chapter	5,500.00	OEE	Coordination of MLK Holiday Events
Jonathan Fribley	5,000.00	Headstart	OWL Early Literacy Curriculum Training
Julia Williams and Erin Pepelnjak	3,000.00	Title	Staff Training
Staci Gilpin	1,350.00	Title	Teacher/Staff Coaching/Support
Hampton Inn & Suites	1,419.00	General	Chinese Student Visitors
DECC	3,000.00	General	East HS Graduation
New Horizon	1,900.00	General	Speech Team Video
University Nursery School	1,645.00	Spec Serv	Student IEP Services
Midwest Communications	19,720.00	General	Transportation – Tower Lease Extension
VANIWAARDEN	11,800.00	General	Actuarial Services
Lisa Mitchell-Krocak	2,000.00	ALC	Facilitate Restorative Conversations to ALC

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23rd day of October, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Bruce Miles, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 23, 2013, and shall remain in effect until June 20, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide monthly calls & communication, as well as selected professional resources & tools to BG on a schedule that best fits her needs. Invoices will be sent at the following intervals:  
A) Initial Invoice: 11/1/13 for \$1500.00 (50%)  
B) Second Invoice: 2/1/14 for \$1500.00 (50%)

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Becky Gerdes, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bruce H. Miles, Ed.D. Big River Group, LLC, PO Box 5120, St. Cloud, MN, 56302-5120.

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

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

66

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Becky Gerdes  
Becky Gerdes, Elementary Principal

Bill Hanson  
Bill Hanson, Director of Business Service

CONTRACTOR

Bruce H, Miles, Ed.D.

Bruce Miles



Taxpayer Identification Number

Garrett Johnson  
AND  
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR CPR AND FIRST AID INSTRUCTION SERVICES

The following is an Agreement between GARRETT JOHNSON 5396 WEST ARROWHEAD ROAD HERMANTOWN, MN 55811 the (The American Heart Association BASIC LIFE SUPPORT INSTRUCTOR) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective January 20, 2014 through January 22, 2014.

I. THE BASIC LIFE SUPPORT INSTRUCTOR :

- A. To provide instruction of Adult Child CPR and AED use and Pediatric First Aid.
- B. To provide card certification of completion of course when course completion has occurred. Cards will be delivered via us postal service within 7 days of course completion

II. THE DISTRICT AGREES:

- A. To pay the BASIC LIFE INSTRUCTOR for SERVICES at the contract rate of \$900, billed for class on 1/21/2014.

III. INDEPENDENT CONTRACTOR

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

IV. MINNESOTA DATA PRACTICES ACT

The BASIC LIFE SUPPORT INSTRUCTOR and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.


V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning Jan 20, 2014 and ending Jan 22, 2014.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

GARRETT JOHNSON

By   
Jason Crane


By \_\_\_\_\_  
NAME

Title Director of Special Services

Title Basic Life Support Instructor

Date

Date

By   
William C. Hanson

Title Director of Business and Finance

Date 1/23/14

04  
ED  
71

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 3th day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Akeem Pendleton, 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 August 20, 2013, and shall remain in effect until June 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Akeem Pendleton will provide disc jockey services throughout the 2013-2014 school year at events supported by the Office of Education Equity.

3. **Background Check.** Not Applicable.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

Contractor will be paid in the following manner. Contractor will submit an invoice to the Office of Education Equity after each event for payment. Payment will be made in the amount of \$25.00 per hour.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Akeem Pendleton, 21 E 6th St, Duluth, MN 55805.

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

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

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

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

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

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

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

73

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

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

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

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

Akeem A Pendleton  
Contractor

[REDACTED]  
SSN/ Tax Identification Number

\_\_\_\_\_  
Date

Walt Hanson  
Program Director

1/14/14  
Date

WC Hanson  
Director of Business Service / Superintendent of Schools

1/14/14  
Date

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and NAACP-Duluth Chapter an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 17, 2014, and shall remain in effect until January 20, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor shall provide the following services:
  1. Coordination of planning for MLK holiday events scheduled January 17 – January 20, 2014.
  2. Communication of agency expectations and commitments in a clear and timely manner to all involved parties.
  3. Lead role responsibilities in the development of any external or internal marketing materials needed to promote the event.
  4. Provision of keynote speaker to community.
  5. Coordination of events and of scheduled MLK Holiday agenda.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to provide a one-time payment for start- up costs not to exceed \$5,500.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District is the amount of \$5,500.00 upon approval of contract by district and contractor.
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: NAACP, Attn: Claudie Washington, PO Box 494, Duluth, MN 55801.

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

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

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

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

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

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

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

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

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

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

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

Cecilia Wash for NAACP-Duluth BRANCH  
Contractor SSN/ Tax Identification Number

1/7/14  
Date

Will Hansen  
Program Director

1/14/14  
Date

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

1/15/14  
Date

## AGREEMENT

77

**THIS AGREEMENT**, made and entered into this \_\_9th\_\_ day of \_\_December\_\_, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jonathan Fribley**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **December 9, 2013**, and shall remain in effect until **February 27, 2014**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

### **Objective**

**Participants will use the OWL Early Literacy Curriculum to support intentional instruction in print awareness, alphabet knowledge, phonological awareness, comprehension, oral language, and background knowledge**  
**Two days of on-site professional development, December 2013 and February 2014**

### **December 2013 – One Day**

- **Elements of Early Literacy and OWL Curriculum Overview**
- **Story Book Reading for Comprehension and Vocabulary**
- **Morning Meeting – Scaffolding Children’s Play**

### **February 2014 – One Day**

- **Group Activities for Phonological Awareness and Alphabet Knowledge – Songs, Word Play, and Letters**
- **Information Text for Background Knowledge and Genre Experience – “Let’s Find Out About It”**

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$\_\_5000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Pam Rees, 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 423 16th Ave N Saint Cloud, MN 56303-3952.

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

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

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

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

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

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

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

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

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

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

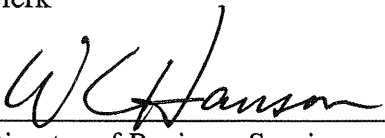
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Title Jonathan Fribley

\_\_\_\_\_  
Clerk

Sole Proprietor, Education Consulting  
Title

 1/14/14  
\_\_\_\_\_  
Director of Business Service

  
Taxpayer Identification Number

## AGREEMENT

**THIS AGREEMENT**, made and entered into this December, by and between ISD 709, Duluth Public Schools, a public corporation, hereinafter called District, and Julia M Williams and Erin Pepelnjak, independent contractors, hereinafter called Contractors.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 1, 2013, and shall remain in effect until January 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
3. **Reimbursement.** In consideration of the performance of Contractors of obligations pursuant to this Agreement, District hereby agrees to reimburse Contractors for services and expenses in performing said obligations up to a sum not to exceed \$3000.00. 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 TIN is provided.*
4. **Requests for Reimbursement.** Contractors shall request reimbursement on a quarterly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractors for any expense claimed by Contractors 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 Contractors. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractors 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 Contractors have 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. Contractors and 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 Contractors to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Public Schools. All notices to be given by District to Contractors shall be deemed to have been given by depositing the same in writing in the United States Mail to 230 West Sixth Street, Duluth, MN 55806 and 6120 East Superior Street, Duluth, MN 55804.  
(Mailing address, including zip code)

9. **Assignment.** Contractors shall not in any way assign or transfer any 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.** Contractors further understand and agree that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

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

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

Duluth Public Schools

CONTRACTORS

\_\_\_\_\_  
Chair

Julia M Williams and Erin Pepelnjak  
Name

\_\_\_\_\_  
Clerk

Independent Contractors December 1, 2013  
Title Date

WC Hanson

\_\_\_\_\_  
\_\_\_\_\_

## Addendum to Contract for Services

### Description of services

To be provided by independent contractors Julia M Williams, PhD and Erin Pepelnjak, M.Ed.  
For ISD #709

Facilitation of two full day training sessions for administrators, curriculum staff and for secondary teaching staff.

Preparation and facilitation of processes to complete tasks

2 Full Day Sessions @ 1,500. \$3,000.

Please remit the following to:

Erin Pepelnjak  
6120 East Superior Street  
Duluth, MN 55804

Social Security #473 17 1752 \$1,500.

Julia Williams  
230 West Sixth Street  
Duluth, MN 55806 \$1,500.

Thank you so much!

01-204-200-414-000-130<sup>3</sup>00

Coaching #1

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 23rd day of October, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 24th, 2013, and shall remain in effect until June 20, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**  
Teacher Coaching/Support with classroom management  
• 13.5 hours at \$100 per hour – **\$1,350.00**  
Total - **\$1,350.00**

3. **Contract Documents.** It is understood that this Contract consists of the following:  
1. Contractors Insurance Policy;  
2. Supplementary Conditions and Insurance Requirements; and  
3. Any other documents identified by the District.

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

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

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$1,350.00.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

**11. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Becky Gerdes, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Staci Gilpin, 2426 W. 15<sup>th</sup> St., Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Becky Gerdes  
Becky Gerdes, Elementary Principal

Bill Hanson  
Bill Hanson, Director of Business Service

CONTRACTOR

Staci Gilpin  
Staci Gilpin

Taxpayer Identification Number: ~~XXXXXXXXXX~~

Hampton Inn & Suites  
2860 Metro Drive  
Bloomington, Minnesota 55425  
Phone: 952-854-7600  
Fax: 952-854-7601



## LETTER OF AGREEMENT

The **Hampton Inn & Suites Minneapolis St. Paul Airport / Mall of America** (“Hotel”) is pleased to submit the following letter of agreement (Agreement”) for your approval. This agreement sets forth the arrangements and procedures extended by the Hampton Inn & Suites to Duluth School (“Group”). If information provided by Group materially changes or is incorrect, this Agreement may be terminated pursuant to Section 4.

Today’s Date: Thursday, January 23, 2014

Group Name: Duluth School

Contact: Joan Lancour

Address: 215 N 1st Ave E  
Duluth, MN 55802

Phone: 218-336-8700 Email: Joan.Lancour@duluth.k12.mn.us

### SECTION 2: GROUP ROOM RESERVATIONS

#### 2.1 GUEST ROOM ACCOMMODATIONS:

- All rates are subject to a city, state and lodging tax, which is currently 14.275%
- Individual cancellations must be made by 6:00 p.m. the day of arrival. Any reservations not cancelled by 6:00 p.m. hotel time will be assessed a “No-Show Fee” equal to one night’s room and tax to the guaranteed method of payment and all subsequent nights of the reservation will be cancelled.

#### Check-in/Check-out times:

Check in time - 3:00 PM Check out time – 12:00 PM (Noon)

#### 2.2 ROOM RATES & ROOM TYPES:

ROOM TYPE	RATE	02/14/2014
		Friday
Queen/Queen Suite	\$129.00	11
Total		11

#### 2.3 CUT-OFF DATE:

All reservations must be made using the reservation method listed in Section 2.4 by 1-31-14. Any reservation(s) made after the cut-off date are subject to availability and the hotel’s best available rate.

#### RESERVATION & GUARANTEE METHOD:

Hampton Inn & Suites  
 2860 Metro Drive  
 Bloomington, Minnesota 55425  
 Phone: 952-854-7600  
 Fax: 952-854-7601



**ROOMING LIST-** group must provide a rooming list to hotel by (**Cut-off date See Section 2.3**). This list must indicate individual guest names, arrival and departure dates, payment method and method of guarantee. If rooming list is not provided by the cut-off date the hotel will release the entire room block. Any reservation requests made after the cut-off date are subject to availability and to hotel's best available rate.

**SECTION 3: BILLING/CREDIT PROCEDURES**

3.1 **CHARGES:**

Method of payment for the reserved guest rooms will be:

Master Account - Advanced Deposit

Group agrees to pay the following advance payment/deposit schedule:

An amount equal to: \$ \$1621.51 due 2/10/14

**SECTION 4: CANCELLATION**

4.2 **CANCELLATION:**

We have agreed that the hotel loses substantial revenue upon the unexpected cancellation and/or reduction of guestrooms or events. The amounts of those losses are often difficult or impossible to determine. Accordingly, we have agreed that the following payments are fair and reasonable and shall be due and owing as liquidating damages.

<b>If Group cancels within...</b>	<b>Group is responsible for...</b>
30 calendar days prior to arrival date	100% of anticipated revenue 1,621.51

**SECTION #5: MISCELLANEOUS**

5.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel and Group may not use Hotel logo/name on any promotional brochures or ads without approval of the General Manager of Hotel. Damages caused will be billed to Group.

5.3 **DAMAGE CLAUSE:** Group agrees to assume all liability and indemnify Hotel for expense of any damage to Hotel caused by its members. Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable

Hampton Inn & Suites  
2860 Metro Drive  
Bloomington, Minnesota 55425  
Phone: 952-854-7600  
Fax: 952-854-7601



attorney fees (collectively "Claims") arising out of or cause by Group's negligence or intentional misconduct.

- 5.4 **GROUP'S PROPERTY:** Group agrees and acknowledges that Hotel will not be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 5.5 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 5.6 **PAYMENT:** Payment of all invoices is due upon receipt. Payment terms are net 30 days from invoice date. Group will be responsible for any collection fees, attorney fees or other costs in connection with Hotel's attempt to collect all amounts due hereunder.
- 5.7 **RIGHT OF HOTEL TO TERMINATE:** If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 4 above.
- 5.8 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.
- 5.9 **ADA:** The hotel warrants that it complies with "current" public accommodation requirements of the American with Disabilities Act (ADA). The client agrees that 30 days in advance of their event they will furnish to the hotel a list of any auxiliary aids needed in any meeting room or functions space by its attendees. Should such auxiliary aids be required, the client shall pay all charges associated with the acquisition, rental or provision of such aids. Guest making sleeping room reservations requiring a room for people with disabilities should notify the

Hampton Inn & Suites  
2860 Metro Drive  
Bloomington, Minnesota 55425  
Phone: 952-854-7600  
Fax: 952-854-7601



reservationist at the time of the reservation, so the hotel can ensure the guest is accommodated.

- 5.10 **FIRE SAFETY**: The hotel warrants that it is in compliance with the Federal Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391)
- 5.11 **SECURITY**: Hotel may, at its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the event. Customer is responsible for any additional expense.

**SECTION 6: ACCEPTANCE OF CONTRACT**

If a signed copy of this Agreement has not been received by the Hotel prior to 01/27/2014, Hotel shall have the right to contract with other parties for the use of the room block and meeting rooms without further notice to Group. This contract shall become effective between both parties when signed by an authorized representative of each organization in the space indicated below and shall be construed under the laws of the State of Minnesota. The person(s) signing this Agreement for Hotel and Group each warrant that they are authorized to bind the Hotel and Group, respectively. Any changes to this Agreement must be made in writing and signed by an authorized representative of each party.

X  
\_\_\_\_\_  
HOTEL REPRESENTATIVE SIGNATURE

X *W. Hanson*  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
SIGNATURE  
Duluth School

\_\_\_\_\_  
PRINTED NAME & TITLE

*Bill Hanson CFO*  
\_\_\_\_\_  
PRINTED NAME & TITLE

\_\_\_\_\_  
DATE

*1/24/14*  
\_\_\_\_\_  
DATE

DULUTH ENTERTAINMENT CONVENTION CENTER
RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

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

Organization/Company Name: East High School
(hereinafter referred to as the "Permittee")

Address: 301 North 40th Avenue East, Duluth, MN, 55804

Telephone: 218-336-8845

Contact Name: Laurie Knapp

For the Sole Purpose of: East High School Graduation 2014

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

June 4, 2014 (Wednesday)

Symphony Hall

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

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

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2014) or current rates

Catering and/or Exhibit Arrangements by Separate Agreement

- 2. A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract. Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.

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

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written. 95

**Dated this 22<sup>nd</sup> day of January, 2014**

DULUTH ENTERTAINMENT CONVENTION CENTER

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

Executive Director  
Duluth Entertainment Convention Center  
(DECC)



\_\_\_\_\_  
Permittee Signature

CFO

\_\_\_\_\_  
Permittee Title

1/28/14

\_\_\_\_\_  
Date



11835 45<sup>th</sup> Ave North Plymouth, MN 55442 763.559.0705 [galenerickson@comcast.net](mailto:galenerickson@comcast.net)

**VIDEO PRODUCTION PROPOSAL/CONTRACT**

Date: January 12, 2013

To: Jill Lofald

Re: Duluth Speech Team promotional video

Thanks for the opportunity to discuss this project. I am confident that New Horizon Productions, Inc. can do an excellent job in meeting your needs.

Project: Location videography in Duluth, MN. Documentary video presentation for Duluth Denfeld High School Speech Team. Video will feature complete coverage of the 2013 Denfeld Rotary annual event and interviews with students and staff. Duluth landmarks will also be featured. (non-profit customer rates)

Format: High Definition digital video shot with AVCHD format professional cameras. Digital high-definition editing. Output in any format desired: BluRay, DVD, WMV, QT, Flash, etc. No additional charge. YouTube placement for proofing.

Copyright: All original material and copyrights to customer.

Travel: Travel in the Twin Cities metropolitan area is without charge. Location shooting travel expense is billed at cost. (Hotel, airfare, car, etc.) Distant location photography is only billed at the full day rate.

Location videography	\$1000.00
At job sites, plant, etc. as necessary	
Additional hours beyond 8 hr. day	\$NC
Scripts, research	\$NC
Video Editing, graphics creation	\$900.00
Additional editing as required	\$NC
Music usage fees	\$NC

Travel - Airfare, hotel, food,

baggage fees, car rental, etc.

\$NC

97

Total

\$1,900.00

Thanks,

Galen Erickson

Galen Erickson (signed)

New Horizon Productions, Inc.

Cell: 612.310.9099

Approved by Jiri Pajzel 2-2-13

WK Hanson 1/30/14

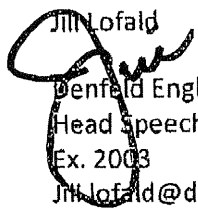
To: Bill Hanson

From: Jill Lofald

Please find attached a contract that the Duluth Speech Team embraced to create a team video. I was not aware that something over \$500 needed approval.

The funds for this product are in place and we are awaiting approval from your office so we can pay this bill.

Thanks for your help in this matter.

  
Jill Lofald  
Denfeld English, Communication and Speech Teacher  
Head Speech Coach  
Ex. 2003  
Jill.lofald@duluth.k12.mn.us

**CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES**

This contract, entered into this day December 20, 2013 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School** (hereafter referred to as the AGENCY) witnesses that: WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in ~~\_\_\_\_\_~~ Individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for ~~\_\_\_\_\_~~ for four (4) hours a day, two (2) days per week, when Duluth Public School is in session.
2. The AGENCY shall perform these services at: University Nursery School, 835 W College Street, Duluth, MN 55811.
3. The approximate date the service will begin is November 6, 2013, and shall not extend beyond May 30, 2014; the contract not to exceed a total of twenty-four (24) weeks of service and a total cost of \$1,645.00.
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows:  
Upon receipt of monthly/quarterly billing statement.
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows:  
Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.
6. Either party may terminate this agreement as follows:  
Thirty (30) days written notice or upon mutual agreement.
7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.



Duluth Public Schools  
Special Services Department  
215 N 1<sup>st</sup> Ave, E  
Duluth, MN 55802  
218-336-8744  
Fax: 218-336-8775

Page 2 - Contract for Purchase of Special Education Service

SIGNED:

University Nursery School  
Name of Agency

1115 North Lake Ave, Duluth  
Address of Agency

Kathleen Das  
Authorized Agent Signature

Date 1-14-14

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

W. C. Hanson  
C.F.O. Executive Director of Business Services

Date 1/30/14



Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

Laura Fredrickson  
Director

Date 1-15-14

## FIRST AMENDMENT TO LEASE

This is the First Amendment to Lease dated January 6, 2012, by and between MIDWEST COMMUNICATIONS, INC, a Wisconsin corporation with offices at 904 Grand Ave, Wausau, Wisconsin 54403 ("Midwest") and Duluth Public School District ("User").

### RECITALS

A. Midwest and User entered into a lease on January 6<sup>th</sup>, 2012.


B. Midwest and User desire to extend the term of, and otherwise modify, the Lease as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties hereinafter set forth, the parties hereto agree as follows:

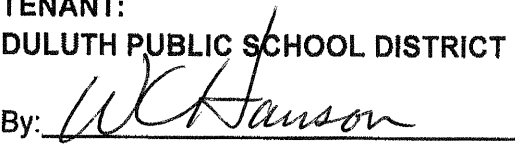
1. Extension of Term. Notwithstanding any provision of the Lease to the contrary, the term of the Lease is hereby extended to December 31, 2018.
2. Extension Term Rent. Commencing March 1, 2014, the monthly rental due under the Lease shall be \$340 per month.
3. Options to Extend. Notwithstanding any provision of the Lease to the contrary, Midwest hereby grants to User one (1) option to extend the term of this Lease for a five (5) year period on the same terms and conditions provided herein, except that upon the commencement of such optional extension term, monthly rental due under the Lease shall be increased by \$20 over the monthly rental amount due during the prior term. Lessee may exercise this option to extend by providing Lessor written notice of such exercise at least 30 days prior to the expiration of the then current term.
4. Except as otherwise provided herein, the Terms, Conditions, Covenants, and remaining Guarantees of the Lease are hereby ratified and affirmed, and shall continue in full force and effect.
5. This First Amendment to Lease may be executed in counterparts, all of which together shall constitute one and the same agreement. Further, each party hereto agrees that the page hereof containing such party's original signature may be detached from a counterpart hereof and reattached to any other counterpart hereof. Additionally, this First Amendment to Lease may be executed by the facsimile or scanned copy of the signature of any party hereto, it being agreed that the facsimile or scanned signature of any party hereto shall be deemed an ink-signed original for all purposes. Notwithstanding the validity of the facsimile or scanned signatures, each of the parties agrees within seven (7) days of the signing of this instrument to provide the other parties with their original ink-signed counterparts, if so requested.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Lease as of the date first above written.

**LANDLORD:  
MIDWEST COMMUNICATIONS, INC.**

By:   
Paul Rahmlow, CFO

**TENANT:  
DULUTH PUBLIC SCHOOL DISTRICT**

By: 

# VAN IWAARDEN

*Retirement planning for employers*

January 31, 2014

Mr. Jody LeBlanc  
 Duluth Independent School District No. 709  
 215 N. First Avenue E.  
 Duluth, MN 55802-2069

**Re: Engagement Letter – Duluth Public Schools Actuarial Valuation for GASB**

Dear Mr. LeBlanc:

Thank you for the opportunity to provide actuarial services for the Duluth Public Schools. The purpose of this letter is to explain the terms, conditions and fees for our engagement. If these are acceptable to you, please have an authorized person from your District sign and return one copy of this letter to confirm our engagement. As we discussed yesterday, we will send a data request as soon as we receive a signed engagement letter.

## Scope of the Engagement

### FEE PROPOSAL

GASB 45 Actuarial Valuation:	\$8,500 for the actuarial valuation of the retiree medical benefits*
GASB 16/27 Actuarial Valuation:	\$3,300 for the actuarial valuation of the severance benefits

\* Includes: valuation report, phone calls, and discussions with auditors. School Board meetings are not included in the above fees and will be based on time and expense, plus travel time at half our hourly rates.

Extra time to work with incorrect or incomplete data, or data that is not provided in the requested format, will be billed at our hourly rates. We will notify you in advance of any additional data charges and work with you to avoid such charges.

Page Two  
January 31, 2014

Additional services requested by the District will be billed at our normal hourly rates. In 2014, those rates are:

Analysts (most of the time involved)	\$105-195
Consultants (planning, review, communication)	\$290

Travel time, if any, will be billed at 50% of our regular rates. Out of pocket printing, licensing or miscellaneous expenses will be passed on to you without markup. We do not anticipate any non-personnel costs.

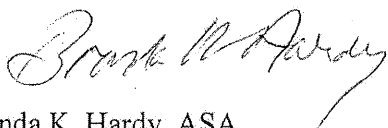
The fees for subsequent years will be based on estimated hours to complete the project times hourly rates for that year. If you request, we will provide new fee quotes in subsequent years.

Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.

You have the right to terminate our services at any time, subject to payment of accrued charges for work we have done through the date we receive notice. We will have the same right of termination (including termination for non-payment of fees and expenses), subject to our obligation to give your firm reasonable notice.

We trust that this letter satisfactorily outlines our services and fees. If you have any questions, please feel free to contact me. We look forward to working with you, and will send the data request upon receipt of this signed letter.

Sincerely,



Brenda K. Hardy, ASA  
Consulting Actuary

L/D/C/R:2/bh/gg

**Acknowledgment and Consent**

The undersigned authorized employee of Duluth Public Schools has read this letter from Van Iwaarden Associates, understands its contents, and agrees on behalf of the District to the terms, conditions and fees set forth above.

Date: Jan. 31, 2014

Duluth Public Schools

By: W. C. Hanson

Title: CFO

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of November, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Mitchell-Krocak, 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

**Dates of Service.** This Agreement shall be deemed to November 1st 2013, and shall remain in effect until June 1st 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**Performance.** Facilitate Restorative Conversations, alternatives to suspension, as staff development to the Area Learning Center staff and administration.

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

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

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

**Requests for Reimbursement.** The terms of payment under this Agreement are

as follows:

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

**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.

**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 Adrian Norman, 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 c/o Lisa Mitchell-Krocak 4280 Charles Rd. Duluth, MN 558-03.

**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.

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

**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.

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

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

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

**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.

**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.

**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.

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

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

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

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

<u>District Employee</u>	<u>Position</u>
Adrian Norman	Administrator ALC

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

- is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- should be rejected or modified;
- if the work should be performed in a different manner and whether other work

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_  
Chair

*Risa Mitchell Krocak*  
\_\_\_\_\_  
By

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Title

*Adrian Brown 11-1-13*  
\_\_\_\_\_  
Program Director

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

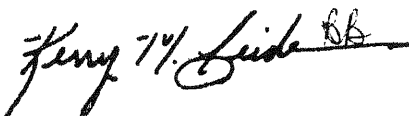
*WCHanson 1/31/14*  
\_\_\_\_\_  
Director of Business Service



# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** January 2, 2014

**Re:** John Beargrease Sled Dog Marathon Lease Agreement

Attached please find two (2) copies of the Lease Agreement between the John Beargrease Sled Dog Marathon and ISD 709 covering the period from January 25 – January 26, 2014. The total rental fee for use of the facility located at 301 North 40<sup>th</sup> Avenue East is \$650.00.

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

Attachments

**LEASE BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA**

113

**and  
THE JOHN BEARGREASE SLED DOG MARATHON**

THIS INDENTURE OF LEASE, made and entered into this 20th day of December, 2013, by and between **Independent School District #709**, a public corporation, party of the First Part, hereinafter called Lessor, and **The John Beargrease Sled Dog Marathon**, a private nonprofit corporation created and existing under the laws of the State of Minnesota, party of the Second Part, hereinafter called the Lessee,

**WITNESSETH:**

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

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

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, on January 25th and January 26th, 2014 during the hours of 4:30 p.m. on the 25th until 6:30 p.m. on the 26<sup>th</sup> except where otherwise indicated in this Agreement, with the following terms and conditions and covenants, to-wit:

General Use of Premises- The Lessee will use and occupy said premises to conduct Pre-Race Setup Activities and Race Start of Sled Dog Marathon Competition and for no other use or purpose without the written consent of Lessor, and Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises. On the breach of any provision hereof by Lessee, Lessor may at his option terminate this lease forthwith and re-enter and repossess the demised premises.

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

## **Ordean Stadium and Concession Building – John Bear Grease Sled Dog Marathon Lease**

114

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

**Rent** - The Lessee agrees to pay to the Lessor in lawful money of the United States, a net rent as follows: For the entire period of the lease terms, commencing on January 25th, 2014, and ending on January 26th, 2014, the sum of ~~One~~<sup>SIX</sup> Hundred Fifty Dollars (\$650) payable in one installment on or before January 15<sup>th</sup> 2014. All amounts paid by the Lessee under this agreement shall be delivered or mailed to Duluth Public Schools Accounts Payable at 215 North 1<sup>st</sup> Avenue East, Duluth MN 55802.

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

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

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

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

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

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

## **Ordean Stadium and Concession Building – John Bear Grease Sled Dog Marathon Lease**

115

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

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

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

**Assignment and Subletting** - Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession rights or license to use the premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

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

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

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

**Restroom Facilities.** The Lessee shall be responsible for providing adequate number of temporary restroom facilities to be placed on the leased premises for the use by race participants, support personnel, workers, volunteers and race event spectators. The Lessee or its contracted provider of these temporary restroom facilities shall be responsible for the cleaning, sanitation, and stocking paper products and hand sanitizers during the entire time of their use or until they are removed from the leased premises. The location of the temporary restrooms shall be reviewed and agreed by the Lessor prior to their placement on the premises. The temporary restroom facilities shall be removed before 5:30 pm on the 26th of January 2014.

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

**Snow Placement On Driveways -** The Lessor shall be responsible for the placement of snow acquired from the site that is readily available and suitable for use as the initial start of the race taking place on paved surfaces and sidewalks. The Lessor will attempt to locate approximately 6"-12" of snow onto the paved surface approximately 14ft wide and the length and area as shown on the attached Exhibit A. The Lessee shall be responsible for confirming the suitability of the snow placed by the Lessor for the purposes of the race. The lessor shall not be held responsible for the suitability or condition of the snow placed for this purpose, and the Lessee agrees to hold the Lessor harmless from any and all claims made that related to the snow condition or its placement. The Lessee will be considered to have accepted the conditions of the placed snow once it allows the race to begin and racers and dogs to travel over this placed material. Following the completion of the final competitor start and after 6:30 pm on January 26<sup>th</sup> the Lessor shall accept responsibility for the placed snow and its removal from the driving surfaces and sidewalks along Greyhound Drive.

Facility Cleanup - The Lessee shall be responsible for the removal and disposal of all refuse, including but not limited to concessions containers, race pamphlets, spectator generated refuse, and straw bedding, sled dog generated material left on the grounds drives and parking areas. Lessee shall be responsible for the removal of all food and food container waste, packaging materials, and refuse and temporary restroom facilities. The cleanup of the site shall be complete before 6:00 pm on the 26th of January 2014.

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

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

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

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

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

INDEPENDENT SCHOOL/DISTRICT NO. 709  
Lessor

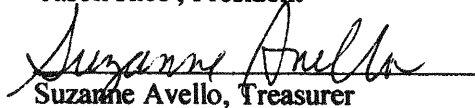


William Hanson, Dir. of Business Services

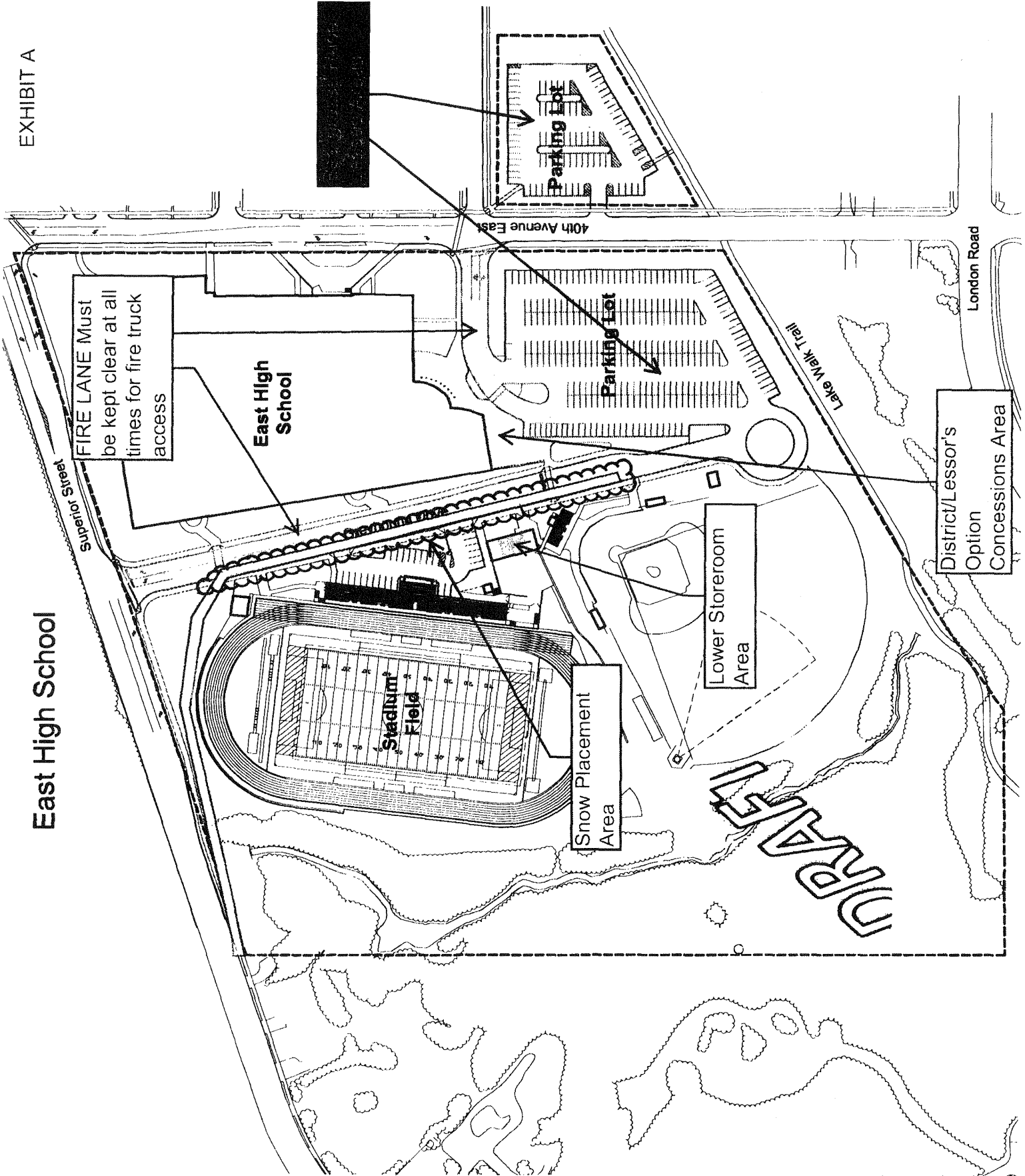
JOHN BEARGREASE SLED DOG MARATHON  
Lessee



Jason Rice, President

  
Suzanne Avello, Treasurer

# East High School



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

East High School

Stadium Field

Snow Placement Area

Lower Storeroom Area

Parking Lot

Parking Lot

Superior Street

40th Avenue East

Lake Walk Trail

London Road

District/Lessor's Option Concessions Area

DRAPERY

## **FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT January 2014**

### **Facilities Management – General**

In the past month the maintenance crews have completed 209 work orders, and are currently working on 669 open work orders.

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

Maintenance crews have installed acoustic panels for sound attenuation in the Denfeld band room.

Maintenance crews adjusted the computer lab tables at Congdon Park down to the 28 inch standard.

Contractors installed a Dutch door in the AD's office at EHS for security purposes.

### **Capital Construction:**

We are working on designing the Congdon Park sloped tile roof replacement.

### **Operations**

January was an interesting month when every time it warmed up above 0 degrees you couldn't seem to get your feet clean to enter the building. The entrance areas and into the halls got tracked up and required extra effort by staff to clean and make reasonably safe.

During the month of January, we experienced four days with no staff and students due to the extreme cold. On these dates, our building door system was put into a special mode to allow staff access from 6:15 a.m. until 2:00 p.m. if they wanted to come in to work, and many did. With clerical staff in the main office, our building engineers unlocked front doors to accommodate deliveries, mail, and had a door open just in case a student was dropped off so they would have a warm place to stay until the parents could be contacted. The Energy Management systems were put in unoccupied mode to conserve energy with a temperature setting of 62-65 degrees.

Building operations and maintenance unit employees are required to report to work on these snow and cold days. We allow some work schedule flexibility to accommodate weather extreme impacts on worker travel and family circumstances. If a full work shift is not possible, employees are approved to use vacation leave. These days have allowed staff time to perform special cleaning tasks, preventative maintenance duties and as weather permits, snow removal and sidewalk sanding.

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

- Emergency Response Crisis Management
  - Held a meeting with local law enforcement and the fire department to further our coordination efforts in case of an emergency event.
  - Flash drives were updated with aerial views and will have staging areas identified once law enforcement approves them.

- A follow up review of the Lincoln Park lockdown incident was completed to discuss recommendations for improvement, including internal communications.
- The incident at Esko involving a bomb threat was discussed with local authorities who indicated a threat assessment should be completed prior to evacuating a school.
- Coordination with 911 operators during an event will be streamlined.
- OSHA Logs were completed for last year. There were a total of 27 injuries, 244 days away from work and 147 restricted work days. This was the same number of injuries as last year with an increase in days away by 65%. One injury accounted for 140 days away.
- Workers' Compensation Activities
  - OSHA Recordables
    - 1 Recordable: Needle stick injury during cleaning.
  - Incidents Reported: 22 injuries reported.

### **Risk Management**

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2014

121

FQA: 06-870-215-386-JOB

ALT FACILITIES/DENFELD

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/19/2013	DFLD PROF		00632334	V87763	JOHNSON CONTROLS INC	DFLD PROFESSIONAL FEE APP 39	876141	OH	2,050.00	0.00	2,050.00
						<b>Object 152000</b>		<b>Total:</b>	2,050.00	0.00	2,050.00
						<b>FQA 06-870-215-386-JOB</b>		<b>Total:</b>	2,050.00	0.00	2,050.00

FQA: 06-870-435-386-JOB

ALT FACILITIES/CONGDON PARK

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/19/2013	PGM MGMT		00632334	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 65	876141	OH	3,150.00	0.00	3,150.00
12/19/2013	CGDN APP 13		00632329	V105879	BELKNAP ELECTRIC	CONGDON APPLICATION 13	876141	OH	149.34	0.00	149.34
12/19/2013	PGM MGMT		00632334	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 65	876141	OH	1,050.00	0.00	1,050.00
12/19/2013	CGDN APP 7		00632333	V106953	GRAZZINI BROTHERS AND	CONGDON APPLICATION 7	876141	OH	8,576.43	0.00	8,576.43
12/19/2013	CGDN PROF		00632334	V87763	JOHNSON CONTROLS INC	CONGDON PROFESSIONAL FEE 34	876141	OH	1,000.00	0.00	1,000.00
12/19/2013	CGDN APP 9		00632330	V107056	CARCIOFINI COMPANY INC	CONGDON APPLICATION 9	876141	OH	1,558.75	0.00	1,558.75
						<b>Object 152000</b>		<b>Total:</b>	15,484.52	0.00	15,484.52
						<b>FQA 06-870-435-386-JOB</b>		<b>Total:</b>	15,484.52	0.00	15,484.52

FQA: 06-870-470-386-JOB

ALT FACILITIES/MYERS-WILKINS

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/19/2013	MWE APP 16		00632329	V105879	BELKNAP ELECTRIC	MYERS-WILKINS APP 16	876141	OH	864.31	0.00	864.31
12/19/2013	PGM MGMT		00632334	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 65	876141	OH	1,256.40	0.00	1,256.40
12/19/2013	MWE FINAL		00632340	V61015	SUPERIOR GLASS INC	MYERS-WILKINS FINAL APP	876141	OH	1,552.82	0.00	1,552.82
12/19/2013	MWE FINAL		00632327	V105889	BEDROCK-FLINT INC	MYERS-WILKINS FINAL APP	876141	OH	18,289.65	0.00	18,289.65
12/19/2013	MWE APP 12		00632332	V108047	CROSSROAD CONSTRUCTION INC	MYERS-WILKINS APP 12	876141	OH	4,672.77	0.00	4,672.77
12/19/2013	MWE APP 16		00632339	V105887	SHANNON'S INC	MYERS-WILKINS APP 16	876141	OH	2,565.57	0.00	2,565.57
12/19/2013	MWE BOSS		00632334	V87763	JOHNSON CONTROLS INC	MYERS-WILKINS BOSS 11/13	876141	OH	751.74	0.00	751.74
						<b>Object 152000</b>		<b>Total:</b>	29,953.26	0.00	29,953.26
						<b>FQA 06-870-470-386-JOB</b>		<b>Total:</b>	29,953.26	0.00	29,953.26

FQA: 06-871-215-000-000

GF SAVINGS-DENFELD

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2014  
 Object: 152000

**BUILDING ACQUISITION/CONSTRUCT**

122

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/09/2013	10-2327-01	310008	00632163	V108273	O'NEILL ENGINEERED SYSTEMS	SOUND SEAL MODEL S2000 CLOTH F	874811	OH	5,600.00	0.00	5,600.00
12/19/2013	DFLD PROF		00632334	V87763	JOHNSON CONTROLS INC	DFLD PROFESSIONAL FEE APP 39	876141	OH	2,950.00	0.00	2,950.00
							<b>Object 152000</b>	<b>Total:</b>	8,550.00	0.00	8,550.00
							<b>FQA 06-871-215-000-000</b>	<b>Total:</b>	8,550.00	0.00	8,550.00

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/19/2013	43628	309924	00632365	V21320	ESC SYSTEMS	SHURE ULXS2/58 WIRELESS HAND H	876250	OH	728.00	0.00	728.00
							<b>Object 152000</b>	<b>Total:</b>	728.00	0.00	728.00
							<b>FQA 06-871-220-000-000</b>	<b>Total:</b>	728.00	0.00	728.00

**FQA: 06-871-320-000-000 GEN FUND SAVINGS-ORDEAN**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/20/2013	LULOF			V104923	HARRIS BANK	FERGUSON ENT #1674,2	876386	OH	766.00	0.00	766.00
							<b>Object 152000</b>	<b>Total:</b>	766.00	0.00	766.00
							<b>FQA 06-871-320-000-000</b>	<b>Total:</b>	766.00	0.00	766.00

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

**Object: 118501 OVERTIME,SHIFT DIFFERENTIAL**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/06/2013	02250DP	EARN REG		7066		BERNDT, BETTY GRS.	874395	3	187.45	0.00	187.45
12/20/2013	02260DP	EARN REG		7066		BERNDT, BETTY GRS.	876049	3	48.90	0.00	48.90
							<b>Object 118501</b>	<b>Total:</b>	236.35	0.00	236.35

**Object: 121000 FICA/MEDICARE**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/06/2013	02250DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	874395	2	12.28	0.00	12.28
12/20/2013	02260DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	876049	2	3.12	0.00	3.12
							<b>Object 121000</b>	<b>Total:</b>	15.40	0.00	15.40

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2014  
 Object: 121400 PERA

123

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/06/2013	02250DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	874395	2	13.59	0.00	13.59
12/20/2013	02260DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	876049	2	3.54	0.00	3.54
<b>Object 121400</b>							<b>Total:</b>		17.13	0.00	17.13

**Object: 127000 WORKERS COMPENSATION**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/06/2013	02250DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	874395	2	0.66	0.00	0.66
12/20/2013	02260DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	876049	2	0.17	0.00	0.17
<b>Object 127000</b>							<b>Total:</b>		0.83	0.00	0.83

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/16/2013	5051394394	245611	00632244	V00917	LIPE BROS CONST INC	BUILDING ACQUISITION/CONSTRUCT	875618	OH	3,434.51	0.00	3,434.51
12/19/2013	CGDN APP 6		00632338	V62693	NORTHLAND CONSTRUCTORS INC	CONGDN APPLICATION 6	876141	OH	24,002.00	0.00	24,002.00
12/19/2013	CGDN APP 13		00632329	V105879	BELKNAP ELECTRIC	CONGDN APPLICATION 13	876141	OH	1,512.07	0.00	1,512.07
12/19/2013	PGM MGMT		00632334	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 65	876141	OH	1,125.00	0.00	1,125.00
12/19/2013	PGM MGMT		00632334	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 65	876141	OH	375.00	0.00	375.00
12/19/2013	CGDN PROF		00632334	V87763	JOHNSON CONTROLS INC	CONGDN PROFESSIONAL FEE 34	876141	OH	500.00	0.00	500.00
12/19/2013	CGDN APP 9		00632330	V107056	CARCIOFINI COMPANY INC	CONGDN APPLICATION 9	876141	OH	1,247.00	0.00	1,247.00
12/19/2013	CGDN APP 7		00632333	V106953	GRAZZINI BROTHERS AND	CONGDN APPLICATION 7	876141	OH	5,717.62	0.00	5,717.62
<b>Object 152000</b>							<b>Total:</b>		37,913.20	0.00	37,913.20
<b>FQA 06-871-435-000-000</b>							<b>Total:</b>		38,182.91	0.00	38,182.91

**FQA: 06-871-470-000-000 GEN FUND SAVINGS MYERS-WILKINS**

**Object: 118501 OVERTIME,SHIFT DIFFERENTIAL**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/06/2013	02250DP	EARN REG		7066		BERNDT, BETTY GRS.	874395	3	187.45	0.00	187.45
12/20/2013	02260DP	EARN REG		7066		BERNDT, BETTY GRS.	876049	3	48.90	0.00	48.90
<b>Object 118501</b>							<b>Total:</b>		236.35	0.00	236.35

**Object: 121000 FICA/MEDICARE**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/06/2013	02250DP	CONT REG		N/A..N/A		GF SAVING-MYERS	874395	2	12.28	0.00	12.28
12/20/2013	02260DP	CONT REG		N/A..N/A		GF SAVING-MYERS	876049	2	3.12	0.00	3.12

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
Fiscal Year: 2014

124

Object 121000 Total: 15.40 0.00 15.40

**Object: 121400 PERA**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/06/2013	02250DP	CONT REG		N/A..N/A		GF SAVING-MYERS	874395	2	13.59	0.00	13.59
12/20/2013	02260DP	CONT REG		N/A..N/A		GF SAVING-MYERS	876049	2	3.55	0.00	3.55
<b>Object 121400</b>							<b>Total:</b>		17.14	0.00	17.14

**Object: 127000 WORKERS COMPENSATION**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/06/2013	02250DP	CONT REG		N/A..N/A		GF SAVING-MYERS	874395	2	0.66	0.00	0.66
12/20/2013	02260DP	CONT REG		N/A..N/A		GF SAVING-MYERS	876049	2	0.17	0.00	0.17
<b>Object 127000</b>							<b>Total:</b>		0.83	0.00	0.83

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/19/2013	MWE APP 16		00632329	V105879	BELKNAP ELECTRIC	MYERS-WILKINS APP 16	876141	OH	2,376.85	0.00	2,376.85
12/19/2013	MWE FINAL		00632341	V107147	URBAN COMPANIES	MYERS-WILKINS FINAL APP	876141	OH	3,920.00	0.00	3,920.00
12/19/2013	MWE APP 12		00632332	V108047	CROSSROAD CONSTRUCTION INC	MYERS-WILKINS APP 12	876141	OH	2,123.98	0.00	2,123.98
12/19/2013	MWE FINAL		00632340	V61015	SUPERIOR GLASS INC	MYERS-WILKINS FINAL APP	876141	OH	1,552.82	0.00	1,552.82
12/19/2013	MWE FINAL		00632337	V02489	NEAL SLATE W E COMPANY	MYERS-WILKINS FINAL APP	876141	OH	1,574.50	0.00	1,574.50
12/19/2013	MWE FINAL		00632336	V107238	LANDSCAPE STRUCTURES INC	MYERS-WILKINS FINAL APP	876141	OH	11,606.00	0.00	11,606.00
12/19/2013	MWE FINAL		00632327	V105889	BEDROCK-FLINT INC	MYERS-WILKINS FINAL APP	876141	OH	19,051.71	0.00	19,051.71
12/19/2013	MWE BOSS		00632334	V87763	JOHNSON CONTROLS INC	MYERS-WILKINS BOSS 11/13	876141	OH	375.87	0.00	375.87
12/19/2013	MWE APP 16		00632339	V105887	SHANNON'S INC	MYERS-WILKINS APP 16	876141	OH	659.72	0.00	659.72
12/19/2013	PGM MGMT		00632334	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 65	876141	OH	628.20	0.00	628.20
<b>Object 152000</b>							<b>Total:</b>		43,869.65	0.00	43,869.65
<b>FQA 06-871-470-000-000</b>							<b>Total:</b>		44,139.37	0.00	44,139.37

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/19/2013	13249	246027	00632328	V07025	BELANGER INC	BUILDING ACQUISITION/CONSTRUCT	876145	OH	967.00	0.00	967.00
<b>Object 152000</b>							<b>Total:</b>		967.00	0.00	967.00
<b>FQA 06-873-350-000-000</b>							<b>Total:</b>		967.00	0.00	967.00

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2014  
 Object: 152000

**BUILDING ACQUISITION/CONSTRUCT**

125

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/09/2013	2013-799	245062	00632162	V106238	NORTHLAND CONSULTING ENG	BUILDING ACQUISITION/CONSTRUCT	874811	OH	2,170.00	0.00	2,170.00
12/09/2013	PIED APP 2	245135	00632114	V108328	BILLMAN CONSTRUCTION INC	BASKETBALL COURT APP 2	874811	OH	101,961.72	0.00	101,961.72
							<b>Object 152000</b>	<b>Total:</b>	104,131.72	0.00	104,131.72
							<b>FQA 06-873-550-000-000</b>	<b>Total:</b>	104,131.72	0.00	104,131.72

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/16/2013	21587	245599	00632263	V106518	NORTHLAND CONCRETE AND	DENFELD APP 1	875618	OH	5,980.00	0.00	5,980.00
12/16/2013	21743	245600	00632263	V106518	NORTHLAND CONCRETE AND	DENFELD CREDIT	875618	OH	0.00	2,000.00	-2,000.00
							<b>Object 152000</b>	<b>Total:</b>	5,980.00	2,000.00	3,980.00
							<b>FQA 06-876-215-000-000</b>	<b>Total:</b>	5,980.00	2,000.00	3,980.00

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/19/2013	CGDN PROF		00632334	V87763	JOHNSON CONTROLS INC	CONGDON PROFESSIONAL FEE 34	876141	OH	500.00	0.00	500.00
12/19/2013	CGDN APP 9		00632330	V107056	CARCIOFINI COMPANY INC	CONGDON APPLICATION 9	876141	OH	311.75	0.00	311.75
12/19/2013	PGM MGMT		00632334	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 65	876141	OH	75.00	0.00	75.00
12/19/2013	PGM MGMT		00632334	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 65	876141	OH	225.00	0.00	225.00
12/19/2013	CGDN APP 13		00632329	V105879	BELKNAP ELECTRIC	CONGDON APPLICATION 13	876141	OH	205.34	0.00	205.34
							<b>Object 152000</b>	<b>Total:</b>	1,317.09	0.00	1,317.09
							<b>FQA 06-876-435-000-000</b>	<b>Total:</b>	1,317.09	0.00	1,317.09

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/19/2013	MWE APP 12		00632332	V108047	CROSSROAD CONSTRUCTION INC	MYERS-WILKINS APP 12	876141	OH	1,699.19	0.00	1,699.19
12/19/2013	MWE APP 16		00632339	V105887	SHANNON'S INC	MYERS-WILKINS APP 16	876141	OH	439.81	0.00	439.81
12/19/2013	MWE BOSS		00632334	V87763	JOHNSON CONTROLS INC	MYERS-WILKINS BOSS 11/13	876141	OH	751.74	0.00	751.74
12/19/2013	MWE FINAL		00632327	V105889	BEDROCK-FLINT INC	MYERS-WILKINS FINAL APP	876141	OH	38,865.49	0.00	38,865.49
12/19/2013	MWE FINAL		00632331	V107402	CENTRE STAGE MANUFACTURING	MYERS-WILKINS FINAL APP	876141	OH	820.00	0.00	820.00

**GL Transactions by Object Code within Org. Key**

**GL Ledger Code:** GL  
**Fiscal Year:** 2014

126

12/19/2013	MWE FINAL	00632335 V106640	KREMER & DAVIS INC	MYERS-WILKINS FINAL APP	876141	OH	3,185.90	0.00	3,185.90	
12/19/2013	MWE FINAL	00632340 V61015	SUPERIOR GLASS INC	MYERS-WILKINS FINAL APP	876141	OH	7,246.51	0.00	7,246.51	
12/19/2013	PGM MGMT	00632334 V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 65	876141	OH	209.40	0.00	209.40	
12/19/2013	MWE APP 16	00632329 V105879	BELKNAP ELECTRIC	MYERS-WILKINS APP 16	876141	OH	1,080.39	0.00	1,080.39	
				<b>Object 152000</b>			<b>Total:</b>	54,298.43	0.00	54,298.43
				<b>FQA 06-876-470-000-000</b>			<b>Total:</b>	54,298.43	0.00	54,298.43
							<b>Grand Total:</b>	<u>306,548.30</u>	<u>2,000.00</u>	<u>304,548.30</u>