

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, April 22, 2014

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

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 29
 - D. Wire Transfers 31
 - E. Investment Transactions 32
 - F. WADM Projections 33
 - G. Fund Raisers-None
 - H. Investments in School Children 34
2. **Bids, R.F.P.s and Quotes Reports**
 - A. Bids
 - 1) Bid #1232 - 2014 Roof Replacement and Masonry Restoration at Congdon Park Elementary School 35
2014 Roof Replacement and Masonry Restoration – The Jamar Company - \$814,000.00

Recommendation: It is recommended the School Board approve entering into a contract with the firm listed above based on their low responsive bid as shown on the Bid Tab and Letter of Recommendation, as provided in response to Bid #1232 – 2014 Roof Replacement and Masonry Restoration at Congdon Park Elementary School
 - 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
 - C. Leases
5. **Resolutions**
 - A. **PLACEHOLDER - Resolution B-4-14-3174 - Resolution Approving 2014 Central High School Redevelopment Small Area Project Agreement**

Administration will provide final documentation on this item prior to the board meeting on April 22, 2104.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-4-14-3174 - Resolution Approving 2014 Central High School Redevelopment Small Area Project Agreement.

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

A. <u>Expenditure Contracts</u>	<u>38</u>
Superintendent Gronseth or the Director of Business Services has signed the following contracts during the month of March 2014	
B. <u>Revenue Contracts - None</u>	
C. <u>Other Contracts - None</u>	
D. <u>Facilities Management & Capital Project Status Report</u>	<u>134</u>
E. <u>Contracts Signed in Relation to the Long Range Facilities Plan</u>	<u>143</u>
F. <u>Change Orders Signed in Relation to the Long Range Facilities Plan - None</u>	
G. <u>Quarterly Report of Grants and Donations - January - March 2014</u>	<u>144</u>

7. Future Items

- A. Fiscal Year 2015 Budget Adoption

**Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 02/28/14**

		Fund										
		Total	1	2	3	4	5	6	7	8 & 9	20	71 & 79
Cash and investments	1/31/2014	\$ 39,006,278	\$ 38,574,545	\$ 1,056,887	\$ (2,529,519)	\$ 181,683	\$ (2,519,978)	\$ 6,825,431	\$ (5,637,915)	\$ 1,635,642	\$ 145,100	\$ 1,274,403
Receivables (increase)/decrease -		21,372	26,789	4,768	(8,771)	(1,110)	(311)	-	-	-	6	-
Payables increase/(decrease) -		(4,012,058)	101,881	19,289	13,120	69,908	25,382	(4,241,638)	-	-	-	-
Revenues increase/(decrease) -		8,368,551	7,197,714	271,655	406,279	186,886	76,834	122	159,672	14	69,375	-
Expenditures (increase)/decrease -		(7,380,499)	(6,430,860)	(281,305)	(635,483)	(493,522)	(2,655,344)	3,740,905	(554,995)	-	(69,896)	-
Cash and investments	2/28/2013	\$ 36,003,643	\$ 39,470,069	\$ 1,071,294	\$ (2,754,374)	\$ (56,155)	\$ (5,073,417)	\$ 6,324,820	\$ (6,033,238)	\$ 1,635,655	\$ 144,586	\$ 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	18	11	7	62.9	486	(199)	685	344.3	73	73
Tuition, Fees, Admissions	232	195	37	19.0	1,683	2,698	(1,015)	(37.6)	3,657	3,675
Other Local Revenues	22	278	(256)	(91.9)	1,056	1,333	(277)	(20.8)	1,931	2,298
State Sources	7,593	6,463	1,130	17.5	59,053	69,541	(10,488)	(15.1)	82,835	82,954
Federal Aids from MDE	329	1,020	(691)	(67.8)	4,518	4,093	425	10.4	7,622	9,952
Federal Direct Aids	-	305	(305)	(100.0)	3	2,051	(2,048)	(99.8)	3,022	3,022
Local Sales	105	237	(132)	(55.8)	929	876	53	6.1	1,779	1,787
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	8,299	8,509	(210)	(2.5)	67,728	80,393	(12,665)	(15.8)	125,440	128,305
<u>Expenditures</u>										
Salaries	4,595	4,997	402	8.0	31,607	30,845	(762)	(2.5)	51,925	53,712
Benefits	1,969	1,986	17	0.9	13,792	13,425	(367)	(2.7)	26,921	27,520
Purchased Services	1,095	1,152	57	4.9	7,125	6,748	(377)	(5.6)	12,170	12,804
Supplies & Materials	278	358	80	22.3	2,360	2,130	(230)	(10.8)	4,728	5,112
Chargebacks	(940)	0	940	N/A	0	1	1	100.0	163	191
Capital Expenditures	(255)	4,569	4,824	105.6	7,530	22,662	15,132	66.8	5,438	13,521
Debt Service	555	540	(15)	(2.8)	21,161	20,772	(389)	(1.9)	21,108	21,108
Other	13	20	7	32.6	380	472	92	19.6	839	1,231
Total Expenditures	7,311	13,622	6,311	46.3	83,955	97,055	13,100	13.5	123,291	135,198
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	989	(\$5,113)	6,102	119.3	(16,227)	(\$16,662)	435	2.6	\$2,149	(\$6,893)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
Revenues										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$6,684	\$6,706
Interest	18	11	7	61.7	476	25	451	1,803.2	55	55
Tuition, Fees, Admissions	118	110	8	7.1	556	1,819	(1,263)	(69.4)	1,392	1,392
Other Local Revenues	19	201	(182)	(90.7)	724	1,071	(347)	(32.4)	569	862
State Sources	6,876	5,710	1,166	20.4	53,505	62,220	(8,715)	(14.0)	72,116	72,080
Federal Aids from MDE	168	825	(657)	(79.7)	2,458	2,699	(241)	(8.9)	5,544	7,686
Federal Direct Aids	0	0	0	N/A	21	81	(60)	(74.5)	135	135
Local Sales	0	15	(15)	(100.0)	9	15	(6)	(41.4)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	7,198	6,872	326	4.7	57,749	67,930	(10,181)	(15.0)	86,495	88,915
Expenditures										
Salaries	4,097	4,460	363	8.1	27,972	27,034	(938)	(3.5)	45,728	47,296
Benefits	1,735	1,751	16	0.9	11,910	11,555	(355)	(3.1)	23,160	23,693
Purchased Services	501	512	11	2.1	3,943	3,771	(172)	(4.6)	6,089	6,473
Supplies & Materials	84	110	26	23.6	779	749	(30)	(4.1)	1,411	1,738
Chargebacks	(0)	0	0	N/A	(3)	(1)	2	163.0	(183)	(181)
Capital Expenditures	6	12	6	47.8	116	461	345	74.8	421	233
Debt Service	0	0	0	N/A	79	(88)	(167)	(189.6)	20	20
Other	8	11	3	29.2	211	405	194	47.8	612	786
Total Expenditures	6,431	6,856	425	6.2	45,009	43,886	(1,123)	(2.6)	77,257	80,058
Transfers In (Out)	0	0	0	N/A	(6,165)	(3,589)	0	0.0	(6,165)	(6,165)
Operating Excess (Deficit)	\$766	\$16	750	4,689.8	\$6,575	\$20,455	(\$13,880)	(67.9)	\$3,073	\$2,693

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	18	11	7	61.7	476	25	451	1,803.2	55	55
Tuition, Fees, Admissions	31	101	(70)	(68.9)	304	1,468	(1,164)	(79.3)	914	914
Other Local Revenues	14	52	(38)	(73.1)	209	523	(314)	(60.0)	246	317
State Sources	6,869	5,603	1,266	22.6	52,343	60,870	(8,527)	(14.0)	67,733	67,733
Federal Aids from MDE	0	0	0	N/A	1	0	1	N/A	0	20
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	5	(5)	(100.0)	0	5	(5)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	6,932	5,772	1,160	20.1	53,333	62,891	(9,558)	(15.2)	75,174	75,265
<u>Expenditures</u>										
Salaries	3,554	3,767	213	5.7	24,272	22,914	(1,358)	(5.9)	39,294	39,309
Benefits	1,496	1,474	(22)	(1.5)	9,792	9,788	(4)	(0.0)	20,229	20,260
Purchased Services	463	419	(44)	(10.6)	3,585	3,385	(200)	(5.9)	5,322	5,506
Supplies & Materials	61	87	26	29.8	646	592	(54)	(9.1)	1,016	1,152
Chargebacks	(0)	0	0	N/A	(4)	(1)	3	306.2	(216)	(214)
Capital Expenditures	5	12	7	58.4	61	310	249	80.2	197	118
Debt Service	0	0	0	N/A	79	(88)	(167)	(189.6)	20	20
Other	(1)	0	1	N/A	138	351	213	60.6	74	55
Total Expenditures	5,578	5,759	181	3.1	38,570	37,251	(1,319)	(3.5)	65,935	66,205
Transfers In (Out)	0	0	0	N/A	(6,165)	(3,589)	0	0.0	(6,165)	(6,165)
Operating Excess (Deficit)	\$1,354	\$13	1,341	10,311.7	\$8,598	\$22,051	(\$13,453)	(61.0)	\$3,073	\$2,895

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	86	9	77	860.0	253	351	(98)	(28.0)	478	478
Other Local Revenues	5	149	(144)	(96.8)	515	548	(33)	(6.0)	323	545
State Sources	7	107	(100)	(93.5)	1,161	1,350	(189)	(14.0)	4,383	4,348
Federal Aids from MDE	168	825	(657)	(79.7)	2,458	2,699	(241)	(8.9)	5,544	7,666
Federal Direct Aids	0	0	0	N/A	21	81	(60)	(74.5)	135	135
Local Sales	0	10	(10)	(100.0)	9	10	(1)	(12.1)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	266	1,100	(834)	(75.8)	4,416	5,039	(623)	(12.4)	11,321	13,651
<u>Expenditures</u>										
Salaries	543	693	150	21.6	3,700	4,120	420	10.2	6,434	7,987
Benefits	239	277	38	13.8	2,119	1,767	(352)	(19.9)	2,931	3,433
Purchased Services	38	93	55	59.2	358	386	28	7.4	767	967
Supplies & Materials	23	23	0	0.1	134	157	23	14.9	395	586
Chargebacks	0	0	(0)	N/A	1	0	(1)	N/A	33	33
Capital Expenditures	1	0	(1)	N/A	55	151	96	63.7	224	115
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	8	11	3	23.8	73	54	(19)	(35.3)	538	731
Total Expenditures	853	1,097	244	22.3	6,439	6,635	196	3.0	11,321	13,852
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$587)	3	(590)	(19,671.7)	(\$2,023)	(\$1,596)	(\$427)	(26.8)	\$0	(\$202)

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	0	0	N/A	3	4	(1)	(31.4)	23	23
State Sources	13	17	(4)	(23.5)	79	88	(9)	(10.7)	168	168
Federal Aids from MDE	155	194	(39)	(19.9)	1,018	1,093	(75)	(6.9)	2,078	2,078
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	103	124	(21)	(17.1)	609	605	4	0.7	1,240	1,240
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	272	335	(63)	(18.9)	1,709	1,790	(81)	(4.5)	3,509	3,509
<u>Expenditures</u>										
Salaries	81	87	6	6.6	582	548	(34)	(6.1)	1,042	1,042
Benefits	33	34	1	3.9	226	209	(17)	(8.4)	426	426
Purchased Services	17	4	(13)	(335.1)	46	50	4	8.2	83	93
Supplies & Materials	150	172	22	12.8	887	951	64	6.7	1,777	1,767
Chargebacks	0	0	0	N/A	0	1	1	92.8	156	156
Capital Expenditures	0	5	5	100.0	24	46	22	47.1	9	66
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	14	16	2	15.6	17	17
Total Expenditures	281	302	21	6.9	1,779	1,821	42	2.3	3,509	3,566
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$10)	\$33	(\$43)	(129.2)	(\$70)	(\$31)	(\$39)	(127.3)	\$0	(\$57)

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	406	310	96	31.1	2,293	2,974	(681)	(22.9)	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
Total Revenues	406	310	96	31.1	2,298	2,998	(700)	(23.3)	5,274	5,274
<u>Expenditures</u>										
Salaries	98	100	2	1.8	701	652	(49)	(7.5)	1,094	1,094
Benefits	70	69	(1)	(1.6)	463	421	(42)	(10.0)	696	696
Purchased Services	437	530	93	17.5	2,089	2,174	85	3.9	3,889	3,892
Supplies & Materials	30	32	2	7.7	182	188	6	3.0	364	364
Chargebacks	0	0	(0)	N/A	1	0	(1)	N/A	1	1
Capital Expenditures	0	0	0	N/A	173	6	(167)	(2,782.3)	216	214
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	1	0	(1)	N/A	1	1
Total Expenditures	635	731	96	13.1	3,609	3,441	(168)	(4.9)	6,261	6,261
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$229)	(\$421)	\$192	45.6	(\$1,311)	(\$443)	(\$868)	(196.0)	(\$987)	(\$987)

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	114	85	29	34.5	921	879	42	4.8	1,295	1,313
Other Local Revenues	2	76	(74)	(97.9)	190	176	14	8.2	20	94
State Sources	65	146	(81)	(55.3)	1,214	1,648	(434)	(26.3)	1,816	1,970
Federal Aids from MDE	6	1	5	471.5	13	294	(281)	(95.6)	0	189
Federal Direct Aids	0	305	(305)	(100.0)	(17)	827	(844)	(102.1)	1,770	1,770
Local Sales	0	0	0	N/A	8	0	8	N/A	0	8
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	187	613	(426)	(69.5)	2,330	3,824	(1,494)	(39.1)	5,897	6,341
<u>Expenditures</u>										
Salaries	254	287	33	11.3	1,839	2,106	267	12.7	3,252	3,447
Benefits	105	106	1	0.7	734	777	43	5.5	1,348	1,410
Purchased Services	117	94	(23)	(24.9)	504	350	(154)	(44.0)	673	775
Supplies & Materials	14	24	10	40.1	125	171	46	26.7	246	277
Chargebacks	0	0	0	N/A	2	1	(1)	(93.7)	189	216
Capital Expenditures	0	0	0	N/A	2	1	(1)	(131.7)	17	21
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	2	2	(0)	(4.7)	20	33	13	40.3	171	196
Total Expenditures	494	513	19	3.8	3,227	3,439	212	6.2	5,897	6,341
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
Operating Excess (Deficit)	(\$307)	\$100	(\$407)	(406.6)	(\$897)	\$385	(\$1,282)	(332.9)	(\$0)	(\$0)

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	2	1	1	63.2	61	58	3	4.5	72	72
State Sources	73	65	8	12.6	402	560	(158)	(28.2)	602	602
Federal Aids from MDE	0	0	0	N/A	0	7	(7)	(100.0)	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	2	98	(96)	(98.0)	10	256	(246)	(96.2)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	77	164	(87)	(53.2)	473	881	(408)	(46.3)	2,085	2,085
<u>Expenditures</u>										
Salaries	57	55	(2)	(3.2)	459	466	7	1.4	718	735
Benefits	24	24	0	0.1	190	201	11	5.7	311	315
Purchased Services	17	11	(6)	(55.2)	352	320	(32)	(10.0)	312	369
Supplies & Materials	0	20	20	99.0	241	43	(198)	(460.3)	300	300
Chargebacks	(940)	0	940	N/A	0	0	0	N/A	0	0
Capital Expenditures	3,495	2,342	(1,153)	(49.2)	3,495	3,458	(37)	(1.1)	3,796	3,596
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	3	2	(1)	(29.6)	122	2	(120)	(5,999.3)	0	121
Total Expenditures	2,655	2,454	(201)	(8.2)	4,859	4,490	(369)	(8.2)	5,436	5,436
Transfers In (Out)	0	0	0	N/A	6,165	577	0	0.0	1,265	6,165
Operating Excess (Deficit)	(\$2,579)	(\$2,290)	(\$289)	(12.6)	\$1,779	(\$3,032)	\$4,811	158.7	(\$2,086)	\$2,814

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2014	FY2013	\$ Variance	% Variance	FY2014	FY2013	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$935	\$935
Interest	0	0	0	N/A	2	(212)	214	100.8	1	1
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	9	0	9	N/A	0	0
State Sources	0	0	0	N/A	174	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	0	0	0	N/A	105	0	105	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	290	(13)	303	2,333.7	1,104	1,104
<u>Expenditures</u>										
Salaries	7	8	1	13.9	54	39	(15)	(39.4)	92	98
Benefits	2	2	(0)	(11.5)	18	12	(6)	(52.5)	30	31
Purchased Services	5	1	(4)	(392.8)	65	83	18	21.5	0	79
Supplies & Materials	0	0	0	N/A	3	28	25	89.0	0	36
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	(3,756)	2,210	5,966	270.0	3,719	18,690	14,971	80.1	980	9,391
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	1	5	4	80.0	3	16	13	81.2	0	71
Total Expenditures	(3,741)	2,226	5,967	268.1	3,863	18,868	15,005	79.5	1,102	9,706
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$3,742	(\$2,226)	\$5,968	268.1	(\$3,573)	(\$18,881)	\$15,308	81.1	\$2	(\$8,603)

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	215	(55)	(25.7)	1,386	1,852	(466)	(25.2)	2,709	2,709
Federal Aids from MDE	0	0	0	N/A	1,028	0	1,028	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	1,143	(1,143)	(100.0)	1,117	1,117
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	160	215	(55)	(25.7)	2,414	2,995	(581)	(19.4)	18,322	18,322
<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	555	540	(15)	(2.8)	21,082	20,860	(222)	(1.1)	21,088	21,088
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	555	540	(15)	(2.8)	21,082	20,860	(222)	(1.1)	21,088	21,088
Transfers In (Out)	0	0	0	N/A	0	3,012	0	0.0	4,900	0
Operating Excess (Deficit)	(\$395)	(\$325)	(\$70)	(21.6)	(\$18,668)	(\$14,853)	(\$3,815)	(25.7)	\$2,135	(\$2,765)

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	8	(12)	20	166.7	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
Total Revenues	0	0	0	N/A	8	(12)	20	166.7	232	232
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	250	250	0	0.0	250	250
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	0	N/A	250	250	0	0.0	250	250
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	(\$242)	(\$262)	\$20	7.6	(\$18)	(\$18)

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	69	68	1	2.0	609	566	43	7.5	785	785
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	69	68	1	2.0	609	566	43	7.5	785	785
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	65	78	13	16.0	363	374	11	2.9	700	700
Purchased Services	4	4	(0)	(10.1)	35	36	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
Total Expenditures	70	82	12	14.8	398	410	12	2.8	754	754
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$1)	(\$14)	\$13	96.3	\$210	\$156	\$54	34.7	\$31	\$31

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	1	0	1	N/A	5	5
Tuition, Fees, Admissions	0	0	0	N/A	205	0	205	N/A	970	970
Other Local Revenues	0	0	0	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	0	0	0	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
Total Revenues	0	0	0	N/A	457	0	457	N/A	1,738	1,738
<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	126	0	(126)	N/A	1,070	1,070
Supplies & Materials	0	0	0	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	0	0	0	N/A	9	0	(9)	N/A	39	39
Total Expenditures	0	0	0	N/A	277	0	(277)	N/A	1,738	1,738
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	\$180	\$0	\$180	N/A	\$0	\$0

February 14
ALL FUNDS

BALANCE SHEET

ASSETS	02/28/14	06/30/13	02/28/13
Cash / Investments	\$36,004	\$50,413	\$51,022
Taxes & Credits Receivable	3,402	19,527	3,190
Accounts / Interest Receivable	57	310	87
Due from Other Funds	0	202	0
Due from Other MN Districts	0	1,037	925
Due From MDE	11,127	11,262	27,316
Due From Federal thru MDE	0	2,108	35
Due From Federal - Direct	0	873	0
Due from Other Governments	0	123	0
Inventory	355	390	1,559
Prepays	53	97	41
Total Assets	\$50,998	\$86,340	\$84,174

LIABILITIES			
Tax and Aid Anticipation Payable	\$ 22,000	\$ 23,000	\$ 23,000
Accrued Interest Payable	0	0	0
Salaries Payable	207	12,488	164
Accounts Payable	852	6,247	210
Due to Other Funds	0	202	0
Due to Other MN Districts	0	106	8
Due to Other Governments	0	0	0
Claims Payable	166	165	169
Deferred Revenue	1,529	1,870	2,615
Taxes Levied for Subsequent Yr.	22,151	22,151	19,985
Property tax shift	(9)	(9)	(864)
Total Liabilities	\$46,895	\$66,220	\$45,287

FUND BALANCES	02/28/14	06/30/13	02/28/13
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	390	390	220
Nonspendable Prepays	97	97	81
Staff Development	179	179	236
Reemployment comp	0	0	0
Basic skills	231	231	305
Learning development	0	0	0
Desegregation	293	293	211
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	202	202	191
Community Education	359	359	281
Community Services	27	27	27
Operating Capital	0	0	0
Facilities	2,709	2,709	27,888
Alternative facilities	7,145	7,145	13,561
Restricted Programs	0	0	0
Bond Refunding	0	0	0
Endowment	1,644	1,886	1,652
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	(13,437)	2,032	(6,462)
Total Fund Balance	\$4,103	\$20,120	\$38,887
Liabilities & Fund Balance	\$50,998	\$86,340	\$84,174

February 14
General Fund

BALANCE SHEET

ASSETS	02/28/14	06/30/13	02/28/13
Cash / Investments	\$39,470	\$28,006	\$39,268
Taxes & Credits Receivable	(6,590)	9,535	(5,394)
Accounts / Interest Receivable	32	71	17
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	125	106	184
Prepays	53	92	41
Total Assets	\$43,700	\$51,672	\$58,628

LIABILITIES	02/28/14	06/30/13	02/28/13
Tax and Aid Anticipation Payable	\$22,000	\$23,000	\$23,000
Accrued Interest Payable	0	0	0
Salaries & Benefits Payable	(805)	11,955	(734)
Accounts Payable	517	886	203
Due to Other Funds	0	149	0
Due to Other MN Districts	0	106	8
Due to Other Governments	0	0	0
Claims Payable	166	165	169
Deferred Revenue	608	771	602
Taxes Levied for Subsequent Yr.	4,983	4,983	5,461
Property tax shift	(0)	(0)	(850)
Total Liabilities	\$27,468	\$42,015	\$27,859

FUND BALANCES	02/28/14	06/30/13	02/28/13
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	106	106	131
Nonspendable Prepays	92	92	78
Staff Development	179	179	236
Reemployment comp	0	0	0
Basic skills	231	231	305
Learning development	0	0	0
Integration	293	293	211
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	0	0	0
Community Education	0	0	0
Community Services	0	0	0
Operating Capital	0	0	0
Facilities	0	0	0
Alternative facilities	0	0	0
Restricted Programs	0	0	0
Escrow Account	0	0	0
Severance-Insurance Prem	3,682	3,682	-
Encumbrances	0	0	0
Area Learning Center	0	0	0
Designated for:			
Textbooks	0	0	0
Carryovers	0	306	307
Operating Capital	0	0	0
Referendum	0	0	0
Undesignated	11,650	4,769	29,501
Total Fund Balance	\$16,232	\$9,657	\$30,769
Liabilities & Fund Balance	\$43,700	\$51,672	\$58,628

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

BALANCE SHEET

ASSETS	02/28/14	06/30/13	02/28/13	FUND BALANCES	02/28/14	06/30/13	02/28/13
Cash / Investments	\$1,071	\$970	\$1,008	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	4	2	0	Nonspendable Inventory	100	100	89
Due from Other Funds	0	0	0	Nonspendable Prepaids	1	1	1
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	43	35	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	57	100	37	Gifted and Talented	0	0	0
Prepaids	0	1	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,132</u>	<u>\$1,117</u>	<u>\$1,080</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	132	18	117	Restricted Programs	0	0	0
Accounts Payable	0	30	1	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	898	969	872
Property tax shift	0	0	0				
Total Liabilities	<u>\$133</u>	<u>\$47</u>	<u>\$118</u>	Total Fund Balance	<u>\$999</u>	<u>\$1,070</u>	<u>\$962</u>
				Liabilities & Fund Balance	<u>\$1,132</u>	<u>\$1,117</u>	<u>\$1,080</u>

February 14

BALANCE SHEET

Transportation Fund

ASSETS	02/28/14	06/30/13	02/28/13	FUND BALANCES	02/28/14	06/30/13	02/28/13
Cash / Investments	(\$2,754)	(\$1,908)	(\$3,882)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	9	80	1	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	(10)	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$2,702)	(\$1,777)	(\$1,701)	Community Education	0	0	0
				Community Services	0	0	0
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	0	0	0
				Escrow Account	0	0	0
				Endowment	0	0	0
				Encumbrances	0	0	0
				Designated for:			
				Textbooks	0	0	0
				Operating Capital	0	0	0
				Undesignated	(3,155)	(1,844)	(1,982)
				Total Fund Balance	(\$3,153)	(\$1,842)	(\$1,982)
				Liabilities & Fund Balance	(\$2,702)	(\$1,777)	(\$1,701)

February 14
Capital Expenditures

BALANCE SHEET

ASSETS	02/28/14	06/30/13	02/28/13	FUND BALANCES	02/28/14	06/30/13	02/28/13
Cash / Investments	(\$5,073)	(\$6,910)	(\$9,262)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	1	4	56	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
Total Assets	<u>(\$4,891)</u>	<u>(\$6,724)</u>	<u>(\$7,855)</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	112	26	117	Restricted Programs	0	0	0
Accounts Payable	11	43	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	502	502	273
Deferred Revenue	182	182	1,351	School Carryover	13	13	21
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	69	69	95
Property tax shift	0	0	0	Undesignated	(5,961)	(7,740)	(9,712)
Total Liabilities	<u>\$305</u>	<u>\$250</u>	<u>\$1,468</u>	Total Fund Balance	<u>(\$5,196)</u>	<u>(\$6,975)</u>	<u>(\$9,323)</u>
				Liabilities & Fund Balance	<u>(\$4,891)</u>	<u>(\$6,724)</u>	<u>(\$7,855)</u>

February 14

BALANCE SHEET

Building Construction Fund

ASSETS	02/28/14	06/30/13	02/28/13	FUND BALANCES	02/28/14	06/30/13	02/28/13
Cash / Investments	\$6,325	\$14,479	\$22,502	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>\$6,348</u>	<u>\$14,637</u>	<u>\$22,574</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	2,709	2,709	27,888
Accrued Interest Payable	0	0	0	Alternative facilities	7,145	7,145	13,561
Salaries Payable	9	9	5	Restricted Programs	0	0	0
Accounts Payable	58	4,774	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				
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	(3,573)	0	(18,880)
Property tax shift	0	0	0				
Total Liabilities	<u>\$66</u>	<u>\$4,783</u>	<u>\$5</u>	Total Fund Balance	<u>\$6,281</u>	<u>\$9,854</u>	<u>\$22,569</u>
				Liabilities & Fund Balance	<u>\$6,348</u>	<u>\$14,637</u>	<u>\$22,574</u>

February 14

BALANCE SHEET

Trust & Agency Funds

ASSETS	02/28/14	06/30/13	02/28/13	FUND BALANCES	02/28/14	06/30/13	02/28/13
Cash / Investments	\$1,636	\$1,676	\$1,652	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	9	9	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	202	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,644</u>	<u>\$1,886</u>	<u>\$1,652</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	1,644	1,886	1,652
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	0	0	0
Property tax shift	0	0	0				
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Total Fund Balance	<u>\$1,644</u>	<u>\$1,886</u>	<u>\$1,652</u>
				Liabilities & Fund Balance	<u>\$1,644</u>	<u>\$1,886</u>	<u>\$1,652</u>

February 14
Student Activities

BALANCE SHEET

ASSETS	02/28/14	06/30/13	02/28/13	FUND BALANCES	02/28/14	06/30/13	02/28/13
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
Total Assets	<u>\$1,274</u>	<u>\$1,094</u>	<u>\$1,122</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,274	1,094	1,122
Property tax shift	0	0	0				
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Total Fund Balance	<u>\$1,274</u>	<u>\$1,094</u>	<u>\$1,122</u>
				Liabilities & Fund Balance	<u>\$1,274</u>	<u>\$1,094</u>	<u>\$1,122</u>

**ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 02/28/2014**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
02/14/2014	V106466	CITISTREET FOR MSRS	88,946.27
02/14/2014	V79764	DULUTH FEDERATION OF TEA	22,310.13
02/14/2014	V107231	DULUTH TEACHERS CREDIT	9,643.28
02/14/2014	V79711	DULUTH TEACHERS RETIRE EFT	229,991.99
02/14/2014	V106637	EBC - FLEX EFT	12,411.40
02/14/2014	V106636	EBC - TSA EFT	78,968.51
02/14/2014	V79771	EDUCATION MN CLERICAL	1,159.69
02/14/2014	V102915	FEDERAL 941 PR TAXES	527,303.03
02/14/2014	V108066	MG TRUST	118,865.55
02/14/2014	V05173	MN CHILD SUPPORT EFT	1,543.72
02/14/2014	V102916	MN STATE PR TAXES	87,689.97
02/14/2014	V79708	PUBLIC EMPLOYEES RETIREMENT	74,187.43
02/14/2014	V79704	U S BANK - PY DIRECT DEPOSIT	1,357,070.19
02/28/2014	V106737	ASSOCIATED BANK (EFT)	2,547,555.84
02/28/2014	V06645	MEDICA HEALTH PLAN (EFT)	167,084.82
02/28/2014	V106638	PEIP - HLTH EFT	1,144,424.88
02/28/2014	V05012	U S BANK TRUST N A CORP EFT	551,995.00
02/28/2014	V106466	CITISTREET FOR MSRS	10,173.06
02/28/2014	V79764	DULUTH FEDERATION OF TEA	22,690.74
02/28/2014	V107231	DULUTH TEACHERS CREDIT	9,593.28
02/28/2014	V79711	DULUTH TEACHERS RETIRE EFT	229,584.49
02/28/2014	V106637	EBC - FLEX EFT	12,411.40
02/28/2014	V106636	EBC - TSA EFT	81,810.31
02/28/2014	V79771	EDUCATION MN CLERICAL	1,203.90
02/28/2014	V102915	FEDERAL 941 PR TAXES	552,467.47
02/28/2014	V108066	MG TRUST	117,003.49
02/28/2014	V05173	MN CHILD SUPPORT EFT	1,659.74
02/28/2014	V108320	MN DEPT OF REVENUE EFT	163.32
02/28/2014	V102916	MN STATE PR TAXES	91,762.41
02/28/2014	V79708	PUBLIC EMPLOYEES RETIREMENT	86,710.08
02/28/2014	V79704	U S BANK - PY DIRECT DEPOSIT	1,455,054.52
02/28/2014	V80030	DELTA DENTAL PLAN OF MN(EFT)	69,895.55
02/28/2014	V104923	HARRIS BANK	21,550.97
			9,784,886.43

**ISD 709 – Duluth Public Schools
 GF Investment Activity for FY 2014
 As of February 28, 2014**

Beginning Investment Balance (January 31, 2014): **\$ 12,490,148.66**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
02/14	Bank Baroda (NY)	MBS	08/14/14	0.25%	\$ 249,000.00
02/24	Investors Bank (NJ)	MBS	08/25/14	0.20%	249,000.00
02/24	Oriental Bank & Trust (PR)	MBS	08/19/14	0.20%	249,000.00
02/28	Bank of India (NY)	MBS	08/27/14	0.25%	249,000.00

Total Purchases \$ 996,000.00

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
02/03	Comenity Capital Bank (UT)	MBS	02/03/14	0.20%	\$ 245,000.00
02/05	FHLB	MBS	06/19/18	1.60%	2,002,000.00
02/12	Bank Baroda (NY)	MBS	02/12/14	0.30%	245,000.00

Total Maturities \$ 2,492,000.00

Other items:

Add:	Money Market Funds Interest	\$	43.72
	Market Value Adjustment		0.00
	Other Interest		0.00
Deduct:	Transaction Fees/Other		0.00
	Beginning Value Adjustment		0.00

Total Other \$ 43.72

Ending Investment Balance (February 28, 2014) **\$ 10,994,192.38**

Note: Ending Investment Balance as of February 28, 2013 was \$ 11,280,651.14

Duluth Public Schools-ISD 709
WADM Projection Report - FY 2014
April 2014

Grade Levels	Apr Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	FINAL 1213
KG	667	1.0041672040	669.78	0.61	409.91	382.95
HK	83	0.9715913201	80.64	1.000	80.64	73.59
Gr 1-3	1974	0.9917902083	1957.79	1.12	2182.94	2201.73
Gr 4-6	1749	0.9804057199	1714.73	1.060	1817.61	1931.12
Gr 7-8	1231.33	0.9633043581	1186.15	1.300	1541.99	1404.73
Gr 9-12	2802.83	0.9761520565	2735.99	1.300	3556.78	3703.40
Sub-Total	8507.16				9589.87	9697.52
Other WADM Generators						
Early Childhood	223	0.379140909	84.55	1.250	105.69	114.63
Early Childhood Details	Final Count	Apr 1 Count	Final ADM			
10-11	474	283	100.12			
11-12	432	273	94.8			
12-13	344	216	91.75			
13-14*		223	84.55			
Resident Tuition**						
Resident Tuition Details	Total WADM				49.58	
10-11	46.14					
11-12	54.15					
12-13	48.46					
13-14*	49.58					
ALC**						
ALC Details	Total WADM				271.92	
10-11	256.02					
11-12	285.78					
12-13	273.97					
13-14*	271.92					
Projected Total WADM					9695.56	9812.15
Budgeted WADM					9669.00	
Net					26.56	

* Projected

**Included in Grade Level Projections

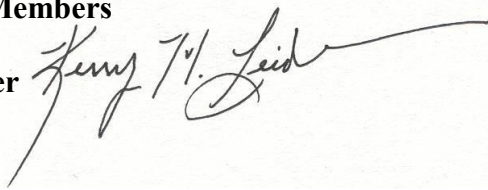
Donations/Investments in School Children

SCHOOL	FIRST NAME	LAST NAME/ORG	RESTRICTION	AMOUNT
Lakewood	Wells Fargo Community	Support Campaign	None	60.00
Lakewood	Sylvia	Angradi	None	100.00
Lakewood		Maurices University	None	65.00
Denfeld High		Park State Bank	Robotics	500.00
Denfeld High		Schwan's Home Service Inc	Boys Basketball	95.51
Denfeld High		Kohls	Parent Involvement	500.00
Denfeld High	Paula	Leland	National Honor Society	15.00
Denfeld High		Lake Superior Consulting LLC	Robotics	1492.00
Denfeld High		Nadia's Gift Inc	Exec Board Acct	600.00
Denfeld High	c/o Michael Koppy	Arrowhead Manufacturers & Fabr	Robotics	500.00
Denfeld High		New Page	Robotics	98.00
Denfeld High		Maurices	General Account	170.00
Denfeld High		Korkki Nordic	Nordic Ski	250.00
Denfeld High		W.P.& R.S. Mars Co	Robotics	50.00
Denfeld High	Gregory and Sheila	Fox	Robotics	100.00
Denfeld High	Christy	Page	Art Class	30.00
Denfeld High	Mary and Michael	Smith	Art Class	30.00
Denfeld High	Bradley and Ronna	Butler	Art Class	30.00
Denfeld High	Kevin and Roshelle	Morrison	Art Class	30.00
Denfeld High	Troy and Dawn	Witherill	Art Class	30.00
			TOTAL	4745.51

Memorandum

**To: Bill Hanson
School Board Members**

From: Kerry M. Leider



Date: April 4, 2014

Re: Bid #1232 – 2014 Roof Replacement and Masonry Restoration at Congdon Park Elementary

The above bid was advertised according to statute and School Board policy. Three bids were received in response to the School District's Notice for Bids for the 2014 Roof Replacement and Masonry Restoration at Congdon Park Elementary School. The attached Bid Tab and Recommendation Letter reflect the bids received related to the scope of work.

It is recommended the Duluth School Board approve entering into a contract with the contractor as listed on the recommendation letter based on their low bid as provided in response to Bid #1232 - 2014 Roof Replacement and Masonry Restoration at Congdon Park Elementary School.

Attached please find the Recommendation and Bid Tab from AMBE, Ltd.

Enclosures



April 7, 2014

Mr. Kerry M. Leider
Property & Risk Manager
Duluth Public Schools
215 N. 1st Avenue East
Duluth, MN 55802

RE: Congdon Park Elementary School - 2014 Roof & Masonry Restoration Bid #1232

Dear Mr. Leider:

On April 3, 2014, bids were publicly opened for the 2014 roof replacement and masonry restoration project at Congdon Park Elementary School. Three qualified bids were received by the School District. A bid tabulation form showing the breakdown of the contractors' bids is provided with this letter.

The Jamar Company of Duluth, Minnesota is the apparent low base bid at \$814,000.00 for complete roof and masonry restoration. The contractor acknowledges that they have a full understanding of the project requirements, they are comfortable with their bid, and agree to perform the work as specified.

The Jamar Company has provided excellent roofing services for Duluth Schools and AMBE LTD. for many years. They have completed numerous clay tile restoration projects in the Duluth market over the past twenty years including the Congdon-Glensheen Mansion. At this time, we recommend that the Jamar Company be awarded the contract for the upcoming project.

If you should have any questions regarding this recommendation or require any further information pertaining to our services, please contact me at MikeJ@ambeltd.com or 612-867-2414.

Respectfully,

Mike Johnson, RRC
AMBE LTD.

7201 Ohms Lane, Suite 150, Minneapolis, MN 55439
952-831-1233 · FAX 952-835-2861
www.ambeltd.com



**Congdon Park Elementary
2014 Roof Replacement and Masonry
Restoration**

**Date: 4/3/2014
2:00 p.m.**

Bid #1232

Bidders Name	JA Dalsin	Jamar	Interstate Roofing	Berwald Roofing	Commercial Roofing
Addendums	X	X	X	No Bid	No Bid
Base Bid					
Complete Roof and Masonry	\$1,179,219	\$814,000	\$872,965	---	---
Alternate #1					
Roof and Chimney Restoration	\$1,101,159	\$735,000	\$734,590	---	---
Alternate #2					
Exterior Masonry and Tuckpointing	\$78,060	\$79,000	\$138,375	---	---
Unit Price #1					
Additional Brick Replacement	\$33.68	\$38.40	\$40.00	---	---
Performance Bond:					
Attended Pre-Bid:	XX	XX	XX	---	---

Representatives of Western Waterproofing attended Pre-Bid meeting but did not sign Pre-bid attendance sheet. No bid was submitted.

Expenditure Contracts Signed – March 2014

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

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
COMPAS	\$2,380.00	OEE	Lowell Performing Arts Residency-Taiko Drumming
COMPAS	2,380.00	OEE	Lowell – Performing Arts Residency-Western African Drumming
Vista Fleet	3,185.83	General	Lincoln Park – Class Party
Staci Gilpin	5,695.00	General	Piedmont – Staff Training Contracts
Roxanne DeLille	2,000.00	Indian Ed	Cultural Presentations
John Morrow	1,000.00	OEE	Cultural Presentations
Jeanne Martin	2,000.00	Early Ed	Staff Training
Rebecca Nathan	2,000.00	Early Ed	Staff Training
Nick Hanson	1,000.00	OEE	Cultural Presentations
Larry Smallwood	2,000.00	Indian Ed	Cultural Presentations
Gordon Jourdain	2,000.00	Indian Ed	Cultural Presentations
Nick Gosen	1,000.00	General	Spring Theatre – Lowell/Myers-Wilkins
Amanda Bush	1,000.00	General	Spring Theatre – Lowell/Myers-Wilkins
Crowne Plaza	8,040.00	General	Rooms for PLC & RTI Training
Heather Tomczak	150.00	General	Music Teacher Training
Bruce Lansky	1,000.00	General	Authors in Schools
Amy Giddings	100.00	General	Music Teacher Training
Dr. Chris Russell	322.75	General	Music Teacher Training
Whitney LeGare	200.00	OEE	Tutoring Services at Laura MacArthur
Johnson Controls	19,048.00	Facilities	District-wide Chiller Maintenance Agreement



affiliated with the
Young Audiences Arts for Learning network

School Contract 2013-14 School Year

This agreement, by and between COMPAS, Inc. (hereafter "COMPAS") and Lowell Elementary School (hereafter "Program Site") is hereby entered into and shall become effective as of the date of last signature.

It is Mutually Agreed as Follows:

1. COMPAS shall provide Program Site with an artist residency of 5 days in length. Site shall select the artist (s) from the Roster active in the COMPAS Residency program, as identified on the COMPAS website.

Mu Performing Arts is/are the artist(s) tentatively identified for this residency. COMPAS shall provide the necessary artist direction, instruction, supervision, resource materials and logistical arrangements.

2. In consideration of the services performed by COMPAS, Program Site shall pay COMPAS a total of \$ \$2380.00, due and payable to COMPAS prior to the start of the residency.

3. Program Site shall abide by the stipulations of the program model, including, but not limited to:

a. adherence to the guidelines of the COMPAS residency format, as described in detail on the COMPAS website at www.compas.org;

b. reviewal with COMPAS artist of any special rules or situations relevant to site, including limitations on interaction with minors or vulnerable adults (COMPAS policy available on request);

c. preparation of a residency schedule for the artist, which shall adhere to the guidelines of one of the four COMPAS school-based residency models (Traditional, Saturation, Extended, and Collaboration). Under these guidelines, residencies typically include no more than four classroom sessions per day, at least two of which shall be on-going classes with Core Groups meeting each day of the residency; one hour of teacher-artist contact in the form of in-service workshops or individual or small group meetings with teachers; and one community event;

d. appropriate administrative or technical support (i.e., typing and photocopying for writing residencies; art supplies and adequate work space for visual arts residencies; adequate rehearsal space for music and dance residencies; etc.);

e. the assignment of a teacher or other legally responsible and duly authorized adult to each classroom in which the artist works during the residency;

f. arranging and paying for lodging for artists who travel 80+ miles one way from their home.

g. promoting COMPAS activity in school newsletter, website, blog and/or Facebook site; disseminating Family Participation Guide in take-home materials, e-newsletters, etc.; working with COMPAS staff and artist to implement photo/video permission for promotional uses.

h. completion of the COMPAS residency evaluation form by contact person and/or core group teachers for each residency.

Residency Dates: 3/24-28/14

4. COMPAS shall be responsible for the payment of all artist fees and transportation costs, except where expressly negotiated otherwise.

5. Any works produced as a part of a COMPAS residency are subject to reprint by COMPAS at its discretion in any future COMPAS publication.

6. If, after the artist has been selected and residency dates established, it becomes necessary to change some or all of the dates because of

- a) artist illness or other unforeseen circumstance beyond the control of COMPAS, COMPAS shall, at its option, either reschedule the missed day(s) with the same artist, or another acceptable to Program Site, if the original artist is not available; or bill Program Site on a prorated basis for the amount of the residency actually completed.
- b) inclement weather or other unforeseen circumstances beyond the control of Program Site, COMPAS shall reschedule the missed day(s) with the same artist, or another, acceptable to Program Site, if the original artist is not available. **Program Site shall be billed for residency days interrupted by such circumstances.**

Program Site shall be responsible for informing the artist (at home or at local lodging) and COMPAS of any change, conflict or cancellation of Program Site that shall affect the residency as scheduled. In event of artist illness, the artist shall inform Program Site and COMPAS.

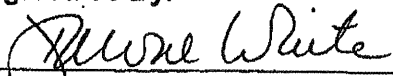
7. Residency dates shall not be changed or cancelled due to circumstances or conflicts that could have been foreseen and/or prevented by Program Site. **Program Site shall be billed for residency days interrupted by such circumstances.**


8. Program Site agrees not to contract separately with identified COMPAS Roster Artist(s) for a period of at least two years following the completion of this project.

9. This Agreement shall become effective as of the date of signature of both parties, and shall be completed upon receipt by COMPAS of payment and required evaluation materials from Program Site.

10. COMPAS, as a non-profit organization, is reliant on granted or contributed funds from outside sources. The ability of COMPAS to carry out its responsibilities identified in this contract is dependent on receipt of outside funding. If these funds are not forthcoming, are rescinded or terminated, COMPAS reserves the right to terminate this agreement on ten days notice without penalty to COMPAS.

Agreed To By:

	3/15/14
Dawn Brown White, Executive Director COMPAS	Date

	3/10/14
Authorized Program Site Official Signature Bill HANSON CFO	Date

Name and Title (Typed or Printed, Please)

Program Site Name	Telephone Number
-------------------	------------------

Program Site Address	City, State, Zip
----------------------	------------------



Confirmation Letter

To | Jerry Maki
| *Lowell Elementary School*

Artist | **Mu Performing Arts**
| 651-789-1012
| sholmberg@muperformingarts.org

This memorandum confirms that the writer/artist identified above will be conducting a COMPAS residency in your school during these dates: **3/24-28/14**

Schedule

If you haven't already, **please prepare a schedule for the residency** using the enclosed form. We need to receive this at least a month in advance so we can share it with the artist.

Contracts

Please **complete and return just one copy to us**. COMPAS will invoice your school for programs. If there are additional material or equipment fees, these will have been discussed with you in advance and *you will receive a separate bill from the artist.*

Evaluation

Please complete a program evaluation by using the following link:

<https://www.surveymonkey.com/s/compasprogramsurvey2014>

More than one representative from your school may complete the survey.

Educational Resources

The **Family Participation Guides** we provide are intended to send home with students for their families. This helps reinforce student learning beyond the classroom.

Marketing

Please include **"COMPAS" in all publicity**. We encourage you to promote COMPAS activities at your school through your usual publicity sources.

Social Media and Photography Releases

Whenever possible, COMPAS promotes educational activities to the public through flyers, our website and FaceBook. If pictures/recordings are taken while a Teaching Artist is on site, **please let the Artist and COMPAS staff know if there are specific site policies regarding usage of social media.**

The writer/artist should contact you before the residency to plan activities, discuss curriculum or supply needs and to finalize details. Your residency includes a staff in-service, and we encourage you to take advantage of the option. If you do not hear from the artist, please contact him or her using the information at the top of this letter.

If you have any questions or concerns regarding the residency, please contact Daniel Gabriel, Arts Education Director at 651-292-3254 or daniel@compas.org. Thank you!



affiliated with the
Young Audiences Arts for Learning network

School Contract 2013-14 School Year

This agreement, by and between COMPAS, Inc. (hereafter "COMPAS") and Lowell Elementary School (hereafter "Program Site") is hereby entered into and shall become effective as of the date of last signature.

It is Mutually Agreed as Follows:

1. COMPAS shall provide Program Site with an artist residency of 5 days in length. Site shall select the artist (s) from the Roster active in the COMPAS Residency program, as identified on the COMPAS website.

Mu Performing Arts is/are the artist(s) tentatively identified for this residency.

COMPAS shall provide the necessary artist direction, instruction, supervision, resource materials and logistical arrangements.

2. In consideration of the services performed by COMPAS, Program Site shall pay COMPAS a total of \$ \$2380.00, due and payable to COMPAS prior to the start of the residency.

3. Program Site shall abide by the stipulations of the program model, including, but not limited to:

a. adherence to the guidelines of the COMPAS residency format, as described in detail on the COMPAS website at www.compas.org;

b. reviewal with COMPAS artist of any special rules or situations relevant to site, including limitations on interaction with minors or vulnerable adults (COMPAS policy available on request);

c. preparation of a residency schedule for the artist, which shall adhere to the guidelines of one of the four COMPAS school-based residency models (Traditional, Saturation, Extended, and Collaboration). Under these guidelines, residencies typically include no more than four classroom sessions per day, at least two of which shall be on-going classes with Core Groups meeting each day of the residency; one hour of teacher-artist contact in the form of in-service workshops or individual or small group meetings with teachers; and one community event;

d. appropriate administrative or technical support (i.e., typing and photocopying for writing residencies; art supplies and adequate work space for visual arts residencies; adequate rehearsal space for music and dance residencies; etc.);

e. the assignment of a teacher or other legally responsible and duly authorized adult to each classroom in which the artist works during the residency;

f. arranging and paying for lodging for artists who travel 80+ miles one way from their home.

g. promoting COMPAS activity in school newsletter, website, blog and/or Facebook site; disseminating Family Participation Guide in take-home materials, e-newsletters, etc.; working with COMPAS staff and artist to implement photo/video permission for promotional uses.

h. completion of the COMPAS residency evaluation form by contact person and/or core group teachers for each residency.

Residency Dates: 3/24-28/14

- 4. COMPAS shall be responsible for the payment of all artist fees and transportation costs, except where expressly negotiated otherwise.
- 5. Any works produced as a part of a COMPAS residency are subject to reprint by COMPAS at its discretion in any future COMPAS publication.
- 6. If, after the artist has been selected and residency dates established, it becomes necessary to change some or all of the dates because of
 - a) artist illness or other unforeseen circumstance beyond the control of COMPAS, COMPAS shall, at its option, either reschedule the missed day(s) with the same artist, or another acceptable to Program Site, if the original artist is not available; or bill Program Site on a prorated basis for the amount of the residency actually completed.
 - b) inclement weather or other unforeseen circumstances beyond the control of Program Site, COMPAS shall reschedule the missed day(s) with the same artist, or another, acceptable to Program Site, if the original artist is not available. **Program Site shall be billed for residency days interrupted by such circumstances.**

Program Site shall be responsible for informing the artist (at home or at local lodging) and COMPAS of any change, conflict or cancellation of Program Site that shall affect the residency as scheduled. In event of artist illness, the artist shall inform Program Site and COMPAS.

7. Residency dates shall not be changed or cancelled due to circumstances or conflicts that could have been foreseen and/or prevented by Program Site. **Program Site shall be billed for residency days interrupted by such circumstances.**

8. Program Site agrees not to contract separately with identified COMPAS Roster Artist(s) for a period of at least two years following the completion of this project.

9. This Agreement shall become effective as of the date of signature of both parties, and shall be completed upon receipt by COMPAS of payment and required evaluation materials from Program Site.

10. COMPAS, as a non-profit organization, is reliant on granted or contributed funds from outside sources. The ability of COMPAS to carry out its responsibilities identified in this contract is dependent on receipt of outside funding. If these funds are not forthcoming, are rescinded or terminated, COMPAS reserves the right to terminate this agreement on ten days notice without penalty to COMPAS.

Agreed To By:

Dawn White 3/15/14
 Dawn Brown White, Executive Director Date
 COMPAS

Bill Hanson 3/12/14
 Authorized Program Site Official Signature Date
 Bill HANSON CFO

Name and Title (Typed or Printed, Please)

OK
W. Hanson
OK
Blanford

Program Site Name Telephone Number

Program Site Address City, State, Zip



Confirmation Letter

To | Jerry Maki
| *Lowell Elementary School*

Artist | **Mu Performing Arts**
| 651-789-1012
| sholmberg@muperformingarts.org

This memorandum confirms that the writer/artist identified above will be conducting a COMPAS residency in your school during these dates: **3/24-28/14**

Schedule

If you haven't already, **please prepare a schedule for the residency** using the enclosed form. We need to receive this at least a month in advance so we can share it with the artist.

Contracts

Please **complete and return just one copy to us**. COMPAS will invoice your school for programs. If there are additional material or equipment fees, these will have been discussed with you in advance and *you will receive a separate bill from the artist.*

Evaluation

Please complete a program evaluation by using the following link:

<https://www.surveymonkey.com/s/compasprogramsurvey2014>

More than one representative from your school may complete the survey.

Educational Resources

The **Family Participation Guides** we provide are intended to send home with students for their families. This helps reinforce student learning beyond the classroom.

Marketing

Please include **"COMPAS" in all publicity**. We encourage you to promote COMPAS activities at your school through your usual publicity sources.

Social Media and Photography Releases

Whenever possible, COMPAS promotes educational activities to the public through flyers, our website and FaceBook. If pictures/recordings are taken while a Teaching Artist is on site, **please let the Artist and COMPAS staff know if there are specific site policies regarding usage of social media.**

The writer/artist should contact you before the residency to plan activities, discuss curriculum or supply needs and to finalize details. Your residency includes a staff in-service, and we encourage you to take advantage of the option. If you do not hear from the artist, please contact him or her using the information at the top of this letter.

If you have any questions or concerns regarding the residency, please contact Daniel Gabriel, Arts Education Director at 651-292-3254 or daniel@compas.org. Thank you!



Contract

Vista Fleet
 323 Harbor Drive
 Duluth, MN 55802

Phone: 218-722-6218 / 877-883-4002

Fax: 218-722-0448

www.vistafleet.com sales@vistafleet.com

Prepared For:	Deb DeVaney Lincoln Park Middle School	Event Date:	6/4/2014 - Wednesday
Address:		Phone:	Work: 218-626-4512 ext. 131
Email:	deborah.devaney@duluth.k12.mn.us	Event Title:	Lincoln Park Middle School Class Party
Contract #:	2747	Guest Count:	225
Service Style:	Charter	Occasion:	Class Party
Sales Person:	Sarah Steinbach ssteinbach@vistafleet.com		
Event Total:	\$3,815.83		
Deposit:	\$953.96	Deposit Due:	3/14/2014
Venue:	Vista Star 323 Harbor Drive Duluth, MN 55802	Last Change:	2/18/2014
Timeline:	11:45 AM Setup 12:00 PM Boarding 12:30 PM Departure 2:30 PM Return		DJ may board to set up DJ and passengers will have until 3:00pm to exit the boat

Special Contract Notes

225 passengers is the max capacity of the vessel.

Acceptance

Once this contract is accepted, we will remove from our inventory and consider sold to you for your event, vessel space pursuant to the stated boarding, departure and return times.

Billing Procedures and Deposit Schedule

A 25% deposit is due, along with the signed contract on the date indicated. Deposits and payments will be applied to your account in the form of credits. Deposits are non-transferable and non-refundable within 60 days from the cruise. The final payment is due (2) days prior to the cruise date. After the final payment has been made, any additional passengers must be paid prior to departure. There shall be no refunds given for no-show passengers. If it is anticipated that other costs may be incurred, a pre-authorized credit card is required.

Payments may be paid in the form of cash, check or charge. Please make checks payable to Vista Fleet.

All charges not paid within 30 days of the cruise date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should Vista Fleet, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Cancellations and Service Commitment

The initial deposit is refundable if canceled a minimum of 60 days prior to the cruise.

When you contract for event space and for food and beverage services, those vessels and/or services are removed from our inventory and considered sold to you, and Vista Fleet makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for Vista Fleet to know in advance whether or under what circumstances or at what rates it would be able to resell your services or facilities if you do not use them, as the result of a cancellation of your event. For that reason and others, we agree that in the event of cancellation less than 60 days prior to the event, the deposit will not be refunded. The deposit represents a reasonable effort on behalf of the Vista Fleet to establish its loss prospectively and shall be held as liquidated damages. The deposit is intended to compensate Vista Fleet for all of its losses associated with cancellation.

Conditions

In consideration for payment made, the Vista Fleet shall provide vessel, Captain, crew, and the performance of any understandings herein described. The Captain shall be responsible for the operation and navigation of the vessel only.

Zero Tolerance Position

The Chartering Party shall assume responsibility for the maintenance of order and the conduct of and damage caused by its guests or passengers at all times while aboard the vessel, and will not engage in, or permit those in its party to engage in any unlawful acts. This includes the sale or consumption of alcoholic beverages by persons under the age of twenty-one, and the sale or consumption of illegal substances. Any violation of this agreement shall enable the Vista Fleet to terminate the agreement and will result in the forfeiture of all fees. If such violation occurs while the vessel is underway, the Captain may proceed immediately to shore and disembark passengers. Law enforcement people will be called if necessary. Vista Fleet is not responsible for any loss or damage to anything left on the vessels.

Confirmation

Unless other arrangements are specifically permitted in this Agreement, the Chartering Party is responsible for confirming minimum number of passengers two weeks prior to the cruise date, no allowances or credit will be made after this date for any decrease in number of passengers served. If the number of passengers should increase, the group or chartering party is responsible for calling the final count (2) days prior to the cruise and guests will be added based upon availability. If no number is received, the Vista Fleet will set, serve, and charge for the number of people estimated on this contract. If the final count exceeds the number reserved, the Vista Fleet will make the determination of availability of space and food service.

Beverage Service

Vista Fleet will provide any and all beverage services. No outside beverages or liquor may be brought on board due to licensing. We offer a full bar, house wine and select beers. Pepsi products are also provided.

Chartering parties may choose a Host, Partial Host, or Token Bar; a credit card on file is required and the balance of the bar plus 15% gratuity and liquor tax will be charged to the credit card on file immediately after the cruise.

Food Service

Our preferred caterers; Savories Catering and Black Woods Catering are among the finest in the Northland, providing full-service catering on board our vessels. Each offers a unique style and presentation of their listed menus.

We strongly recommend working directly with our caterers if you desire a customized menu for your event. Our preferred caterers also provide rental services of linens, china and flatware, napkins, and service staff. Food service gratuities, service charges and taxes will be additional and determined by the caterers.

For a nominal fee discussed with your Vista Fleet Sales Coordinator, you may bring on board a caterer of your choice. However, Vista Fleet will take care of all your beverage needs.

No food or beverage, with the exception of wedding/birthday cake, pretzels and mixed nuts, may be brought on board without the prior authorization of the Vista Fleet. Minnesota State Health Department regulations and the Vista Fleet prohibit any food product left over to be taken off the premises.

In case of inclement weather, Vista Fleet vessels are climate controlled and enclosed. Should a severe weather condition develop, and the Captain determines that conditions mandate that the cruise be canceled; a full or partial refund of your charter rental will be issued based on the circumstances. Food service contracts must be dealt directly with the caterer.

Vista Fleet Policies

ANIMALS: No animals or pets of any kind, except service animals, are allowed on Vista Fleet vessels.

ENTERTAINMENT & OUTSIDE CONTRACTORS: Vista Fleet must approve of any entertainment and outside contractor to be brought onto the vessels. Your outside contractors must comply with all requirements Vista Fleet deems appropriate, in its sole discretion, regarding use of function space, vessels, and use of Vista Fleet's services.

Acceptance

I have read and understand the policies and procedures as outlined and agree to the terms and conditions stated.

Date: 3-7-14 Chartering Party Representative Signature: B. Varnauer *W. Hanson*
Date: _____ Sarah Steinbach/Vista Fleet Representative: _____

Credit Card Authorization Form

CREDIT CARD HOLDER INFORMATION

NAME ON CREDIT CARD: _____
TYPE OF CREDIT CARD: (Circle One) VISA MC AMEX DISCOVER
TYPE OF ACCOUNT: (Circle One) PERSONAL BUSINESS
COMPANY NAME: _____

ACCOUNT NUMBER: _____
EXPIRATION DATE: _____
BILLING ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PHONE: _____ EMAIL: _____

AUTHORIZED USER OF CREDIT CARD

NAME: _____
COMPANY: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____
TYPE OF CHARGES: _____
AUTHORIZED AMOUNT: _____
DATES OF CHARGES: _____

AUTHORIZATION OF CARD USE

I certify that I am the authorized holder and signer of the credit card referenced above.

I certify that all information above is complete and accurate.

I hereby authorize collection of payment for all charges as indicated above. Charges may not exceed the amount listed above in the "AUTHORIZED AMOUNT" field. I understand this is only for up to this amount during the time period of "DATES OF CHARGES" referenced above. If additional charges are going to be authorized a new form will have to be completed.

CARDHOLDER NAME _____
SIGNATURE _____ DATE _____

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of January , 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin , an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2 , 2014, 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.**

Additional Planning for Piedmont Elementary PBIS – Design plan for sharing research around OSS with staff, Tier 2 supports for students, February staff meeting PBIS data sharing, and other PBIS related problem solving. (7 hours at \$75 per hour = \$525)

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 \$ 525.00 . Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

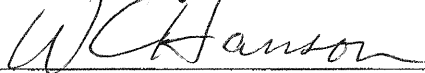
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise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

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

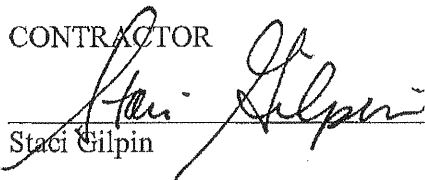
INDEPENDENT SCHOOL DISTRICT NO. 709



Becky Gerdes, Elementary Principal



Bill Hanson, Director of Business Service

CONTRACTOR


Staci Gilpin

Taxpayer Identification Number - ~~XXXXXXXXXX~~

Coaching #2 - Invoice 4

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 6th, 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

- 7.0 Hours at \$100 Per Hour – **\$700.00**

Total - **\$700.00**

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 **\$700.00**. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

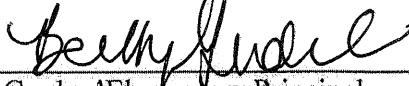
At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute.

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

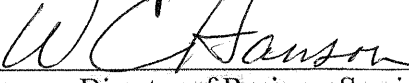
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise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

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

INDEPENDENT SCHOOL DISTRICT NO. 709




Becky Gerdes, Elementary Principal




Bill Hanson, Director of Business Service

CONTRACTOR



Staci Gilpin

Taxpayer Identification Number: 

PBIS #2 - invoice 5

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 6th, 2014, 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.**

- Consulting fees for additional planning meetings with Becky Gerdes:
 - Dec. 2013 - \$250.00
 - Jan., Feb., March, April, and May - \$1000.00

Total - \$1250.00

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 \$1250.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

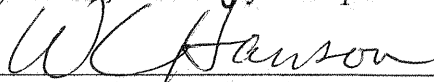
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise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

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

INDEPENDENT SCHOOL DISTRICT NO. 709



Becky Gerdes, Elementary Principal



Bill Hanson, Director of Business Service

CONTRACTOR



Staci Gilpin

Taxpayer Identification Number: 

PBIS #1 - invoice # 6

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.**

PBIS Consulting:

- August 30th, 2013 – half day planning meeting - \$500.00
- Once monthly committee meetings (agenda creation and planning meeting with principal) – 9 meetings at \$250 each - \$2,250.00
- Once monthly meetings with Playground Staff – 9 meetings at \$50 each - \$450.00

Total - \$3,200.00

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 \$3,200.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


INDEPENDENT SCHOOL DISTRICT NO. 709

Becky Gerdes
Becky Gerdes, Elementary Principal

Bill Hanson
Bill Hanson, Director of Business Service

CONTRACTOR

Staci Gilpin
Staci Gilpin

Taxpayer Identification Number: 

AGREEMENT

THIS AGREEMENT, made and entered into this date: 2/20/14 by and between Independent School District #709, a public corporation, hereinafter called District, and Roxanne DeLille, 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 2/20/14 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.** See attached

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Edye Howes, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail ~~215 North 1st Avenue East, Duluth, MN 55802~~ 215 North 1st Avenue East, Duluth, MN 55802

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

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

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

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

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

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with

respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

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

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

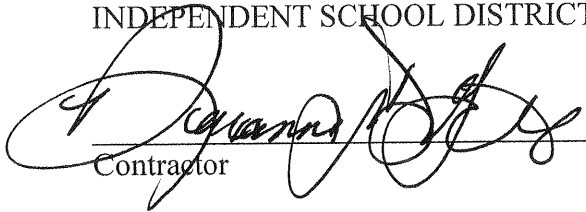
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


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


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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR


Contractor


Title


Program Director


Taxpayer Identification Number


Director of Business Service

Performance for Contracts

Larry "Amik" Smallwood will be providing an Ojibwe Language, Cultural Knowledge, and Ojibwe traditional game "Bagesewin" presentations. Mr. Smallwood will also be providing oral testimony of the traditions of the Ojibwe of this area. Lastly, Mr. Smallwood will be teaching Oral History by the use of legends. The fee for each presentation will be \$100. Oral History and testimony will be \$50 per hour due to the uniqueness of such knowledge.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

Gordon Jourdain will be providing Ojibwe Language, Cultural Knowledge, and Cultural Protocol presentations. Mr. Jourdain will be providing oral testimony of the traditions of the Ojibwe of this area and his home Gakijiwanaang. Mr. Jourdain also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

* Roxanne Delille will be providing Cultural Knowledge, and Cultural Protocol presentations. Ms. Delille will be providing oral testimony of the traditions of the Ojibwe of this area. Ms. Delille will also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and John Morrow, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 12, 2014, and shall remain in effect until June 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Mr. Morrow will be providing singing presentations and American Indian cultural presentations. Fee for singing will be paid \$100.00 per session. Fee for cultural presentations will be paid \$50.00 per hour.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

7. **Ownership of Materials.** The District reserves the rights to reproduce the

programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to John Morrow, ~~██~~ HAYWARD, WI

54843

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

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

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

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

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

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

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


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

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

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

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

 _____ Contractor	 _____ SSN/ Tax Identification Number	<u>3-12-14</u> Date
 _____ Program Director		<u>3/12/14</u> Date

 _____ Director of Business Service / Superintendent of Schools	<u>3/14/14</u> Date
--	------------------------

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeanne Martin, an independent contractor, herein after 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 January 30-31, 2014, and shall remain in effect until January 31, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Training Title I, Head Start, School Readiness and Early Childhood Special Education Staff on Using Assessment Data in Preschool Classrooms.*

3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by the District.

4. **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 \$ 2000. 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:

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.

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

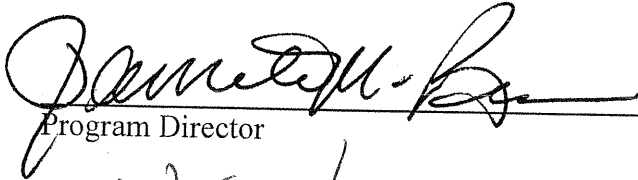
CONTRACTOR


Chair

By

Clerk

Title


Program Director


Taxpayer Identification Number


Director of Business Service

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Rebecca Nathan, an independent contractor, herein after 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 January 30-31, 2014, and shall remain in effect until January 31, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Training Title I, Head Start, School Readiness and Early Childhood Special Education Staff on Using Assessment Data in Preschool Classrooms.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by the District.
4. **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 \$ 2000. 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:

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.

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


CONTRACTOR


Chair

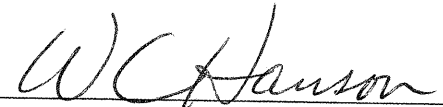

By

Clerk

Trainer
Title


Program Director


Taxpayer Identification Number


Director of Business Service

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Nick Hanson, 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 March 12, 2014, and shall remain in effect until June 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Mr. Hanson will be providing singing presentations and American Indian cultural presentations. Fee for singing will be paid \$100.00 per session. Fee for cultural presentations will be paid \$50.00 per hour.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

7. **Ownership of Materials.** The District reserves the rights to reproduce the

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.

Mick Hansen _____ [REDACTED] 3/12/14
Contractor SSN/ Tax Identification Number Date

W. H. Hanson _____ 3/13/14
Program Director Date

W. H. Hanson _____ 3/14/14
Director of Business Service / Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this date: Jan 24, 2014 by and between Independent School District #709, a public corporation, hereinafter called District, and Larry Smallwood, 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 February 5, 2014 and shall remain in effect until June 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** See attached

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

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

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


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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

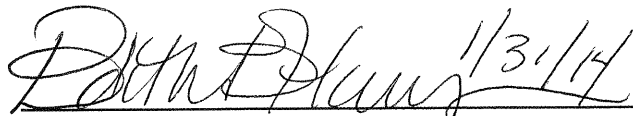
CONTRACTOR




Contractor



Title

 1/31/14

Program Director



Taxpayer Identification Number
SS#



Director of Business Service

Performance for Contracts

Larry “Amik” Smallwood will be providing an Ojibwe Language, Cultural Knowledge, and Ojibwe traditional game “Bagesewin” presentations. Mr. Smallwood will also be providing oral testimony of the traditions of the Ojibwe of this area. Lastly, Mr. Smallwood will be teaching Oral History by the use of legends. The fee for each presentation will be \$100. Oral History and testimony will be \$50 per hour due to the uniqueness of such knowledge.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

Gordon Jourdain will be providing Ojibwe Language, Cultural Knowledge, and Cultural Protocol presentations. Mr. Jourdain will be providing oral testimony of the traditions of the Ojibwe of this area and his home Gakijiwanaang. Mr. Jourdain also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

Roxanne Delille will be providing Cultural Knowledge, and Cultural Protocol presentations. Ms. Delille will be providing oral testimony of the traditions of the Ojibwe of this area. Ms .Delille will also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

AGREEMENT

THIS AGREEMENT, made and entered into this date: 2/14/14 by and between Independent School District #709, a public corporation, hereinafter called District, and Gordon Bourdain, 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 2/14/14 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.** See attached

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Edye Howes, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Gordon Jordan ~~to [redacted]~~ Rd. Cloquet, MN 55720

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

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

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

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

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

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with

respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

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

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


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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



Contractor

Opbnc lang Cultural + Language

Title *Specialist*

D. Luus

Program Director



Taxpayer Identification Number

W. Hansen

Director of Business Service

Performance for Contracts

Larry "Amik" Smallwood will be providing an Ojibwe Language, Cultural Knowledge, and Ojibwe traditional game "Bagesewin" presentations. Mr. Smallwood will also be providing oral testimony of the traditions of the Ojibwe of this area. Lastly, Mr. Smallwood will be teaching Oral History by the use of legends. The fee for each presentation will be \$100. Oral History and testimony will be \$50 per hour due to the uniqueness of such knowledge.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

Gordon Jourdain will be providing Ojibwe Language, Cultural Knowledge, and Cultural Protocol presentations. Mr. Jourdain will be providing oral testimony of the traditions of the Ojibwe of this area and his home Gakijiwanaang. Mr. Jourdain also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

Roxanne Delille will be providing Cultural Knowledge, and Cultural Protocol presentations. Ms. Delille will be providing oral testimony of the traditions of the Ojibwe of this area. Ms. Delille will also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of , January 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Nick Gosen, 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 January 22nd 2014, and shall remain in effect until May 8, 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 Technical Theatre and Stage Manager Services for the Spring Theatre Program for Myers-Wilkins and Lowell Schools.
3. **Background Check .**
Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Spring session Theatre Program at Myers-Wilkins and Lowell Schools.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
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 dis allowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
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 Bill Hanson, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Nick Gosen ~~MS [REDACTED] Duluth, MN 55805~~ 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.

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respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.


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


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

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

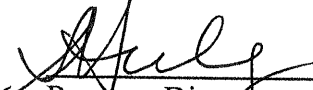
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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



Contractor


SSN/ Tax Identification Number

2/25/14
Date


Program Director

2-26-14
Date


Director of Business Service / Superintendent of Schools

3/10/14
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of , January 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Amanda Bush, 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 January 22nd 2014, and shall remain in effect until May 8, 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 Music instruction and Stage Manager Services for the Spring Theatre Program for Myers-Wilkins and Lowell Schools.
3. **Background Check .**
Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Spring session Theatre Program at Myers-Wilkins and Lowell Schools.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
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 - 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 dis allowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
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 Bill Hanson, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Amanda Bush ~~109 Maryland Street~~ 55802 Duluth, MN 55811.

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

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

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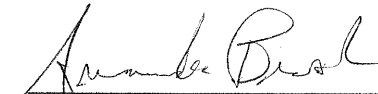
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Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

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




Contractor



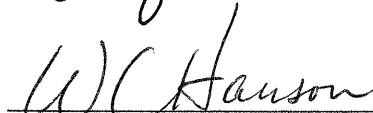
SSN/ Tax Identification Number

2-26-14
Date



Program Director

2-26-14
Date



Director of Business Service / Superintendent of Schools

3/10/14
Date

**LETTER OF AGREEMENT BETWEEN:
CROWNE PLAZA HOTEL & SUITES MSP AIRPORT AND Duluth Public School**

Date: Wednesday, March 19, 2014

Duluth Public School
Joan Lancour
215 North 1st Ave
East Duluth, GA 55811
Phone: 218 336 8700
Fax:
Email: joan.lancour@duluth.k12.mn.us

Crowne Plaza Hotel & Suites MSP Airport
3 Appletree Square (I-494 & 34th Avenue South)
Bloomington, MN 55425
Nancy Solinger, Senior Sales Manager
Phone: 952-876-8650
Fax: 952-876-8657
Email: nsolinger@cpsuitesmsp.com

RE: Duluth Public School
ARRIVAL DATE: Tuesday, June 10, 2014

Duluth Public School and the Crowne Plaza Hotel & Suites Minneapolis Airport agree as follows:

Signing and returning the enclosed copy of this contract by Monday, March 31, 2014, will agree to these arrangements on a definite basis. If we do not receive a copy of this agreement from you, this letter will be void and the room block and space will be automatically released, at which point dates, rates, and space are no longer guaranteed.

GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

	6/10/2014	6/11/2014	6/12/2014
Sgl-Quad	20	20	20

All rates are subject to 14.275% tax (subject to change)

CUT-OFF DATE

The "cut-off date" for accepting reservations into this room block is **Tuesday, May 20, 2014**. Reservations requests received after the cut-off date, or when the block sells out – whichever comes first, will be accepted on a space and rate availability basis.

RATES

We are pleased to confirm the following special net, non-commissionable meeting/convention rates:

Room	Sgl-Quad Rate
Sgl-Quad	\$134.00

GROUP ROOM CONCESSIONS

- 1/50 comp



CONGRATULATIONS! You have qualified for our IHG REWARDS CLUB – Big Rewards Bonus!

Points are offered valid for any event with guest rooms booked by 12/31//14 and conducted by 1/31/15. Points will be awarded upon event conclusion to validate total guest room night pick-up in addition to the standard meeting points.

10 – 49 QUALIFIED TOTAL ROOM NIGHTS	50,000 POINTS
50 – 99 QUALIFIED TOTAL ROOM NIGHTS	150,000 POINTS
100 – 199 QUALIFIED TOTAL ROOM NIGHTS	200,000 POINTS
200 + QUALIFIED TOTAL ROOM NIGHTS	500,000 POINTS

Your IHG Rewards Club Member Number: _____

GUEST ROOM ATTRITION

Hotel is relying on, and Group agrees to provide, a minimum dollar amount of guest room revenue (exclusive of food and beverage charges, meeting room rentals and other non-room charges) which shall be equal to the number of room nights set forth in the Guest Room Accommodation chart times the Group's average room rate (exclusive of taxes). The Hotel will extend a 20% allowance in such expected guest room revenue. Should the Group fall below this amount, the Group will be responsible for the difference between 80% of the minimum guest room revenue set forth above and the actual guest room revenue of the Group, less the guest room revenue (at an agreed upon expected resale value equal to 100% of the Group's average room rate) resulting from any rooms resold by the Hotel. Such amount shall be subject to all applicable taxes, which shall be paid by Group. For purposes of this contract, "rooms resold by the Hotel" refers to the last rooms sold by the Hotel (i.e., if the Group does not utilize 30 rooms from the room block, and 10 rooms were resold by the Hotel, the payment due will be the revenue on the remaining 20 rooms at the groups rate). The Hotel and Group agree that the payment described above is a reasonable estimate of the Hotel's damage resulting from the non-use of the room block and that the agreed rate is a reasonable estimate of the rate which will be achievable at the time of resale, and the payment does not constitute a penalty.

GUEST ROOM BILLING & RESERVATION METHOD

Guaranteed to: master
Room and tax: master
Incidentals: no incidentals billed to guestrooms!
Reservations made by: Rooming List

GUEST ROOM ASSIGNMENTS

Every effort will be made by the Hotel to accommodate requests for specific room types and room locations; however the Hotel is unable to guarantee these requests due to unforeseen circumstances. The following are examples of requests, but not limited to, that the Hotel is unable to guarantee; requests for adjoining rooms, requests for one bed or two, and requests for groups to be located on one floor or nearby each other.

GUEST ROOM BILLING ARRANGEMENTS

All individual travelers are responsible for all charges, unless otherwise specified by the group. Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations of American Express, Discover Card, MasterCard, VISA, or any "credit card" for which Hotel provides processing.

GUEST ROOM CANCELATION

Please cancel your room reservations 24 hours in advance to avoid a penalty of one night's room and tax. Cancellation within the specified time does not affect the enforceability of the guest room attrition clause set forth in this agreement.

OUR GUEST SERVICES AND FEATURES

- Guest check-in is 3:00 p.m. and check-out is 12:00 noon

- Complimentary business center with local and 800-access calling, internet service, fax, copier and scanner located on the 2nd floor of the hotel
- Complimentary local and 800-access calls
- Refrigerators and microwaves in every guestroom and suite
- Complimentary hi-speed wireless access in all guestrooms
- Premier fitness center access for all hotel guests in our 3,000 square foot facility, now featuring PRECOR Complete Cardio Theatre equipment located on 3rd floor of the hotel
- Indoor Jr. Olympic saline swimming pool and whirlpool, and sauna located on 1st floor of hotel through 2nd floor entry
- Complimentary 24-hour airport shuttle service, every 30 minutes on demand
 - MSP Airport Shuttle to Hotel Directions: Please follow signs to Ground Transportation to Hotel Pick-up area. Call hotel directly at (952) 854-9000 and tell the receptionist which terminal you are located (Terminal One/Main or Terminal Two/old Humphrey, how many guests are in your party, and they will give you an estimated time the shuttle will arrive. Please look for the **BLACK** Crowne Plaza shuttle as there are many Crowne Plaza's in the area and we want you to come to the right location
- Complimentary Mall of America® shuttle service, during regular mall hours leaving the hotel at the top of every hour starting at 9:00 a.m. and pick up every 10 minutes past the hour until 9:10 p.m. during weekdays and 10:10 p.m. during weekends
- Complimentary on-site parking in blue hotel spots only
- Complimentary USA Today newspaper delivered daily to guestrooms

BILLING ARRANGEMENTS

A credit card authorization form is required to be submitted at the time of contract signing. Payment for your event will be processed prior to your start date. In the event your credit card on file declines, hotel will attempt to contact you, however, final payment is ultimately the responsibility of the group. If payment is not cleared and/or received 3 days prior to your start date, group will be unable to check-in and meeting space will be released.

FUNCTION PAYMENT METHOD

Final payment to be made by Credit Card.

CANCELLATION OPTION

Group may cancel this contract without cause upon written notice to the Hotel at any time prior to the event upon payment of an amount based on the following scale:

90 days to 31 days prior to arrival date	75% of estimated total guestroom revenue, food and beverage and meeting room rental.
30 days or less prior to arrival date	100% of estimated total guestroom revenue, food and beverage and meeting room rental.

The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. Group shall make payment due as a result of cancellation of this contract under this provision to the Hotel at the time the contract is cancelled by written notice.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirement of the American with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

EQUAL OPPORTUNITY

The provisions of the Equal Opportunity Clause at 41 CFR § 60-1.4(a), 41 CFR § 60-250.4 and § 60-741.5(a) are hereby incorporated as terms and conditions of this contract.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall at the option of the Hotel be settled through non-binding mediation or binding arbitration conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in the State in which the Hotel is located for trial and determination by such court sitting without a jury, under the law of such State in either case. In connection with any such litigation, including appellate proceedings, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's effort to collect monies owed under the terms of this Agreement. The parties consent to the exclusive jurisdiction of a court of competent jurisdiction in the State in which the Hotel is located and to service of process outside the State in which the Hotel is located pursuant to the applicable requirements of such court in any matter so submitted to it and THE PARTIES EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY. Any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State in which the Hotel is located having jurisdiction thereof or in any court having jurisdiction over the party against whom judgment is sought to be enforced. Neither party shall under any circumstances be responsible for indirect, consequential or punitive damages.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice must be sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date shown on the receipt.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

SIGNATURE

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

Duluth Public School

W. Chanson

~~Joan Larocheur,~~
Bill Hansen

3/21/14

Date

Crowne Plaza Hotel & Suites MSP Airport

Nancy Solinger, Senior Sales Manager

Date: Wednesday, March 19, 2014

Bill Hansen
3/19/14

Crowne Plaza Hotel & Suites

Three Appletree Square
 Bloomington, MN 55
 Phone 952.854.9000 Fax 952.876.8657



CROWNE PLAZA®

MINNEAPOLIS INT'L AIRPORT
 HOTELS & SUITES

INVOICE

INVOICE #[100]
 DATE: MARCH 17, 2014

TO: DULUTH PUBLIC SCHOOLS

FOR: GUESTROOMS 6/16-19/14 (RTI CONFERENCE)

DESCRIPTION					AMOUNT
45 rooms (15 FOR 3 NIGHTS) at \$117 per night plus tax (\$133.70 per room per night)					\$6,016.50
Publicschools,Duluth	2497650	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497647	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497645	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497652	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497654	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497655	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497641	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497653	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497646	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497644	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497651	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497648	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497642	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497649	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497643	06-16-14	06-19-14	TDBN	
<i>Ellison</i> <i>3/29/14</i>					
TOTAL					\$6,016.50

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of March, 2014^{SR} by and between Independent School District #709, a public corporation, hereinafter called District, and Heather Tomczak, 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 March 29, 2014, and shall remain in effect until March 29, 2014 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)

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

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

4. **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 \$ 150,000. 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 _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code) _____, Eveleth MN 55734

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>
Kerry M. Leider THERESA AKERVIK	Property and Risk Manager

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

CONTRACTOR

Chair

Heather Pomayak
By

Clerk

Art Teacher
Title

Program Director

[REDACTED]
Taxpayer Identification Number

WCHanson
Director of Business Service

Contract with Heather Tomczak – Perpich Center for Arts Education Grant with Duluth Public Schools – Saturday, March 29, 2014

iPad: Heather Tomczak, Chisholm High School Visual/Media Arts Teacher

9:10-10:25am

Provide training to teachers using extended line cubism on sketchbookX app. Art lesson adaptable K-12. Focus on art history of Cubism, color theory, perspective, use of technology.

iPad apps: Heather Tomczak, Chisholm High School Visual/Media Arts Teacher

10:30-11:40am

Provide training for teachers in the use of technology to help students work towards the visual/media arts standards of respond and preset by using Aurasma and Schoology apps.

Stipend to be paid to include planning, prep for training of teachers, presentation of sessions and mileage from Chisholm, MN.

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of March, 2014 by and between Independent School District #709, a public corporation, hereinafter called District, and Bruce Lansky, an independent contractor, hereinafter called Contractor. Authors in Schools

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 29, 2014, and shall remain in effect until April 4, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)

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

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code).

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

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

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

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

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

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

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

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

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

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

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

_____ Contractor	_____ SSN/ Tax Identification Number	_____ Date
_____ Program Director		_____ Date
_____ <i>WCHanson</i>		_____ <i>3/10/14</i>
Director of Business Service / Superintendent of Schools		Date

Authors in Schools

6110 Blue Circle Drive, Suite 237 | Minnetonka, MN 55343 | 1.800.338.2232 | www.AuthorsInSchools.com

BRUCE LANSKY VISIT CONFIRMATION

Dear Jill Dalbacka,

Thank you for booking Bruce Lansky to visit your school. We are excited that you've invited one of our most popular and loved children's poets, and look forward to assisting you in making your visit a success. Below, we've provided some additional information to help you maximize your time with Bruce.

Visit Confirmation Information

School/Organization: Myers-Wilkins/Lowell Elementary Schools

Date(s): April 29th, 2014

Fee: Full-day visit \$1,000.00 plus travel expenses.

Tips & Procedures

Prior to your author's visit, you may want to read some of Bruce's work. You will find sample poems in your Visit Information Packet. In addition, we recommend you visit one or more of our fun and educational websites for poetry projects and curriculum ideas to help prepare your students for the visit:

- www.PoetryTeachers.com offers easy and interesting lesson plans that include the works of Bruce Lansky!
- www.GigglePoetry.com offers giggle-inducing poems, poetry games and races, and poetry writing exercises for children, all which include Bruce's Lansky's work!
- www.FictionTeachers.com offers creative lesson plans for teaching reading and writing skills, as well as provides ideas for using children's works of fiction in your curriculum.
- www.MeadowbrookPress.com
- At your earliest convenience, please have your Principal/Authorized Representative sign and mail us the enclosed Author Visit Agreement. You may keep this confirmation letter for your own records. **Payment of the Author Visit Fee is due within 10 days after the visit has been completed.** Payment for the visit fee is due to *Meadowbrook Press*, not the author.

After the visit, we'd greatly appreciate you taking a few minutes to fill out and return the enclosed **Speaker Evaluation form** to help us evaluate Bruce's presentation(s) at your library. Your feedback ensures the continued success and quality of our *Authors in Schools* program.

Please enjoy your visit with "The King of Giggle Poetry," Bruce Lansky!

Sincerely,



Thomas Nelson
Marketing Manager
Meadowbrook Press; AuthorsInSchools.com
1.800.338.2232, ext.109
tnelson@meadowbrookpress.com

Authors in Schools

6110 Blue Circle Drive, Suite 237 | Minnetonka, MN 55343 | 1.800.338.2232 | www.AuthorsInSchools.com

BRUCE LANSKY VISIT AGREEMENT

March 3rd, 2014

Lowell Elementary School
2000 Rice Lake Road
Duluth, MN 55811
Attn: Jill Dalbacka

Myers-Wilkins/Lowell Elementary Schools have booked and agrees to host AIS author, Bruce Lansky, for a full-day visit on Tuesday, April 29th, 2014.

Author Visit Fee(s)

Myers-Wilkins/Lowell Elementary Schools agrees to pay Author Fee as selected below. Payment for the visit fee is due 10 days after visit. All checks should be made payable to *Meadowbrook Press*, not the author.

Full-day visit (MN): \$1,000.00

TOTAL: \$1,000.00 plus travel expenses.

Travel Expenses

Myers-Wilkins/Lowell Elementary Schools agrees to pay cost of author's meals and travel expenses during visit (airfare, hotel, rental car, gas mileage, tolls, parking, etc.). Travel arrangements to be made by *Meadowbrook Press*, unless otherwise agreed upon. Payment for all travel expenses is due 30 days after the visit. All checks should be made payable to *Meadowbrook Press*, not the author.

Book Sale Option

50% Non-Returnable Discount Fundraising Option

School wants to hold "pre-sale," in which students order full-price books during weeks prior to visit. School may purchase these pre-ordered books at a 50% discount and resell at profit as a fundraiser. Unsold books may be kept on hand by school for future sales or donated to school library. Meadowbrook Press will honor the 50% discount on future orders after the school visit. Unsold copies may *not* be returned to Meadowbrook Press. School is responsible for all delivery shipping costs.

Meadowbrook Press will provide the school with book order forms, a complimentary set of the author's titles for use in promoting the author visit and as a gift to the school library, and any additional promotional materials (upon request).

School Principal/Authorized Representative Name: Bill Hanson

Signature: Bill Hanson

Date: 3/10/14

Phone: _____

E-mail: _____

Please mail signed visit agreement to Meadowbrook Press within 10 days at:

Meadowbrook Press | Attn: AuthorsInSchools, 6110 Blue Circle Drive, Suite 237, Minnetonka, MN 55343

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Giddings, 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 March 29th, and shall remain in effect until March 29th, 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.**
Imbedding Tech in Elementary Music – Amy Giddings will lead the elementary session training teachers on various tools to imbed technology in the general music classes. Training will include discussion on hardware and software tools as well as including the use of technology in planning and prep of lessons and units.

Amy Giddings will also help lead the Assessment/Evaluation Discussion and Sharing for Music - This session will provide music teachers the opportunity to discuss assessment and evaluation in their music content areas; Band, Elementary/General, Orchestra and Vocal. The time will also include update and sharing on Teacher Evaluation plans for school districts.

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

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

4. **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 \$ 100.00. 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 __Teri L. Akervik__, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by

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>
Teri L. Akervik	Music/Grant Coordinator

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

CONTRACTOR

Chair

Widdings

By

Clerk

Music Specialist

Title

Program Director

~~XXXXXXXXXXXXXXXXXXXX~~

Taxpayer Identification Number

W. Hanson

Director of Business Service

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Chris Russell, 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 March 29th, and shall remain in effect until March 29th, 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.**

iPad Tips & Tricks I & II for Music and Media/Visual Art teachers— Two sessions are offered; Level I for Intro/Beginners, Level II for more advanced iPad users. Topics in this session will include app purchasing and management, gestures, keyboard secrets, various settings, importing audio, dealing with images. More advanced topics include apps for assessment, lesson planning and management/storage issues. Dr. Chris Russell will lead this session.

Dr. Chris Russell will also help lead the Assessment/Evaluation Discussion and Sharing for Music - This session will provide music teachers the opportunity to discuss assessment and evaluation in their music content areas; Band, Elementary/General, Orchestra and Vocal. The time will also include update and sharing on Teacher Evaluation plans for school districts.

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

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

4. **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 ___ \$322.75 ___. 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 __Teri L. Akervik__, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail ~~12100000 Road~~, Prescott WI 54021.

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>
Teri L. Akervik	Music/Grant Coordinator

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

Chair

Clerk

Program Director

W. C. Hanson

Director of Business Service

CONTRACTOR

Christopher J. Russell, Ph.D.

By

Private Contractor

Title



Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Whitney LeGare, 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 March 11, 2014, and shall remain in effect until June 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Will provide tutoring services for students at Laura MacArthur Elementary School involved in the Guys with Ties After School Program. Will provide assistance to Integration Specialists during the PASS Program at Laura MacArthur Elementary School.
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 \$200.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Whitney LeGare, [REDACTED], 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.



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 730 E. Central Entrance

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907

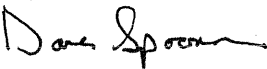
Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Kerry Leider
Bill Hanson

From: Dave Spooner 

Date: March 19, 2014

Re: District Wide Chiller Maintenance Agreement

I have reviewed our maintenance practices on our chillers, and believe that we are not performing adequate inspections and preventative maintenance for this equipment. At this point we do not have in-house qualified personnel to perform this task, so I have solicited a quote from JCI to have factory trained personnel perform these tasks in a manner in which I will explain below:

General Information:

Chillers are specialized mechanical equipment in that they require specialized services from people who are specifically trained to work with them. As a district we have made a significant investment in these units, which are required to operate in a consistent manner to allow our displacement ventilation systems to function correctly in weather above 50 degrees. To preserve the longevity and reliability of these systems it is recommended at the very minimum, to perform a spring start up inspection, an operational inspection, and a fall shut down inspection with fluid analysis when required. For some perspective, the average replacement cost for a failed scroll compressor averages as much as \$15K, and the average cost to replace a screw compressor can run over \$20K, depending upon the size of the compressor.

The York Connected Services agreement is a 24/7 monitoring service which contacts us in the event of any safety alarm or lockout situation, and also performs analysis on chiller function to help us to optimize chiller operation and identifies components / configuration which may be causing excessive energy consumption. This data regarding "chiller health" is reviewed with us quarterly or more frequent if requested. Overall this program monitors 51 separate data points.

Agreement Terms:

This agreement is a 5 year agreement, but has the option to cancel 30 days prior to renewal each year. It is my hope that we employ someone in the near future who can be trained to perform these tasks, allowing us to perform these tasks in house.

In this agreement we also have the ability to purchase the maintenance supplies and provide them to the JCI technician, allowing for cost savings.

Contract Recommendations:

I am recommending that we move forward with the annual preventative services as identified for the Spring Inspection, Operation Inspection, and Shutdown Inspection for the York units in the amount of \$9998, and the same annual preventative inspections for the Trane units in the amount of \$5550, and the Connected Services in the amount of \$3500 (York only). This results in a first year annual expense of \$19,048.

Thank you, and please contact me with further questions.

Sample Tasking:

Spring Inspection

The following tasks prepare the chiller for cooling operation with reliability, safety, an efficiency:

1. Inspect the auxiliary equipment operation
2. Check refrigerant levels
3. Check oil levels
4. Check the operation of oil heater and lubrication system
5. Check and test all operating and safety controls
6. Check for proper voltage and starter operation
7. Start the chilled water pumps
8. Start the unit and inspect accuracy of controls and transducers
9. Verify sub cooling and super heat temperatures
10. Verify condenser fans operation
11. Verify proper operation of Variable Speed Drive
12. Inspect and verify proper operations of Chiller Plant Automation System
13. Log operating conditions
14. Review operating procedures with customer

Operating Season Inspections

The following inspection items ensure the chiller is operating reliably and efficiently:

1. Check the general condition and operation of each system
2. Log operating conditions and identify any inconsistencies
3. Adjust operating controls if required
4. Check for proper oil levels and refrigerant charge
5. Check operation of the oil heater and lubrication system
6. Inspect the starter, relays, and controls
7. Inspect condensers for dirt, cottonwood or blockage
8. Verify all pressures and temperatures are proper
9. Verify proper operation of condenser fans
10. Inspect electronics and microprocessor for proper operation and integrity
11. Inspect Variable Speed Drive for proper operation
12. Inspect Chiller Plant Automation Controls for proper sequencing and operation
13. Review operating procedures and owners log

Annual Equipment Shutdown Inspection and Preventive Maintenance

The following tasks are performed once each year during a shutdown period to properly evaluate the equipment and prepare the chiller for the next cooling season:

1. Meg and record motor winding resistance
2. Check the oil level in each system
3. Check refrigerant level in each system
4. Perform an electronic refrigerant leak check of entire refrigeration system
5. Remove an oil sample from each compressor and perform spectra-chemical analysis, including written follow-up report
6. Change all filter-driers
7. Change oil filter
8. Check crankcase heater for proper operation
9. Tighten the power wiring on contactors and in the motor terminal box
10. Inspect all compressor contactors and contacts
11. Inspect all fan contactors, contacts and overload assemblies
12. Inspect all condenser fans for proper operation
13. Inspect all relays, wire terminations, operating controls, and safeties
14. Inspect and calibrate all controls, safeties, slide valve and external interlocks
15. Inspect electronics and microprocessor for proper operation and physical integrity
16. Inspect Variable Speed Drive components and wire terminations
17. Inspect VSD coolant fluid for level and condition
18. Furnish a complete report to the owner with any recommendations for repairs or chiller upgrade options available
19. Inspect Chiller Plant Automation set points, battery back up, alarms and programming

Planned Service Agreement

Customer Name: INDEPENDENT SCHOOL DISTRICT 709
Address: 4405 W 4TH ST DULUTH MN 55807-1446
Proposal Date: 2/13/14
Estimate #: 1-3CXRG4F

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 04/01/14 and will continue until 3/31/19 ("Original Term"). The Agreement will automatically renew on a year-to-year basis unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least thirty (30) days prior to the end of the original term, or of any anniversary period.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR INDEPENDENT SCHOOL DISTRICT 709**

Price and Payment Terms

- The total Contract Price for JCI's Services during the 1st year of the Original Term is \$9,998.
- o Additional Trane Chiller Service 2 visits per year. \$5,500 for the first year
 - o Additional Connected Services \$3,500 for the first year

This amount will be paid to JCI in quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

Independent School District 709
215 N 1st Ave E

Duluth MN 55802

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Nathanael Opperud

Signature: *Nathanael Opperud*

Title: Service Manager

Date: 2/13/14

Signature:

Title:

Date:

By: *Bill Hanson*

Signature: *Bill Hanson*

Title: CFO

Date: 3/31/14

Customer PO#:

JCI Branch: Duluth Service - 0358

Address: 4627 AIRPARK BLVD

DULUTH MN 55811-5750

Branch Phone: (866) 211-3536

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

March 2014

Facilities Management – General

In the past month, the maintenance crews have completed 192 work orders.

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

Capital Construction:

The Pre-Bid meeting for the Congdon Park roof / wall construction project took place on March 27th.

We have met with Jamar Company to discuss and review the Denfeld basement project to add drainage trenches and sump pits with pumps necessary to resolve a long term problem with wet conditions that affect safety and increase potential for decreased air quality. This work is planned to occur this summer as a 10-Year Plan project funded with FY15 alternative facilities revenue.

Once it warms up, Superior Glass will finish the caulking of windows at Congdon Park to ensure the older windows are water tight. There has been leaking around windows due to failed sealants that has allowed water to enter the building during some driving rain events.

Once the ground thaws, we will be fixing / straightening the perimeter fencing at PSS.

Structural reinforcements of roof trusses have been installed in the LPMS commons area. This action is a partial repair of the deficiency identified in some of the roof trusses in the commons area. We are continuing to work with the truss manufacture and our project engineers to determine a permanent repair to be accomplished this summer.

We are continuing to work with DSGW / Bossardt and others to determine a solution to a performance deficiency relating to the loading dock at MWE.

We are planning work to be accomplished this summer to correct a performance deficiency associated with the loading dock at LPMS. The contractor, design firm and construction manager have agreed to pay for this work and there will be no cost to the district for this corrective action.

Operations

March has been unseasonably cold combined with some major snow events that have kept crews busy with snow removal efforts. The district has also had the challenge of keeping the roof vents and ventilating equipment located in roofs open this year. Building staff have been required to remove snow from around these units so they can operate efficiently.

March tends to be a sloppy time of year where staff deal with the snow and sand that gets tracked into the building. Until the sidewalks dry up and can be swept off, keeping the hallways clean and dry is an ongoing challenge.

Health, Safety & Environmental Management

- Emergency Response Crisis Management
 - Advisory team met and discussed updates and where the program is headed.
 - Researched adding an incident command center for emergencies.
 - Water outage procedure improvements were implemented.
 - District emergency response ID's were implemented.
 - Began replacing batteries in AED's.

- Workers' Compensation Activities
 - OSHA Recordables
 - 3 Recordable:
 - Pain in left wrist – repetitive motion.
 - Pain in head/neck from hitting on playground.
 - Right knee pain – Tripped on curb after snow.
 - Incidents Reported: 35 injuries reported. Several slip and fall injuries.

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

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
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	2,266.50	-2,266.50
						Object 152000		Total:	0.00	2,266.50	-2,266.50
						FQA 06-870-215-386-JOB		Total:	0.00	2,266.50	-2,266.50

FQA: 06-870-220-386-JOB

ALT FACILITIES/EAST

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	35,124.00	-35,124.00
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	2,000.00	-2,000.00
						Object 152000		Total:	0.00	37,124.00	-37,124.00
						FQA 06-870-220-386-JOB		Total:	0.00	37,124.00	-37,124.00

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
02/19/2014	168040	249974	00000269	V34360	JAMAR COMPANY	BUILDING ACQUISITION/CONSTRUCT	881940	OH	575.43	0.00	575.43
02/26/2014	CGDN APP 8		00633214	V107336	NORTHLAND FLOORING &	CONGDON FINAL APP	882488	OH	10,163.30	0.00	10,163.30
02/26/2014	CGDN PROF		00633208	V87763	JOHNSON CONTROLS INC	CONGDON PROFESSIONAL FEE 36	882488	OH	1,573.50	0.00	1,573.50
02/26/2014	CGDN WS10		00633211	V00917	LIPE BROS CONST INC	CONGDON WS 10 FINAL APP	882488	OH	6,010.26	0.00	6,010.26
02/26/2014	CGDN FINAL		00633205	V02687	HARBOR CITY MASONRY	CONGDON FINAL APP	882488	OH	6,463.04	0.00	6,463.04
02/26/2014	CGDN WS9		00633211	V00917	LIPE BROS CONST INC	CONGDON WS 9 FINAL APP	882488	OH	13,161.20	0.00	13,161.20
02/26/2014	PGM MGMT		00633208	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 67	882488	OH	2,230.20	0.00	2,230.20
02/26/2014	PGM MGMT		00633208	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 67	882488	OH	945.70	0.00	945.70
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	34,459.89	-34,459.89
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	196,754.05	-196,754.05
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	168,103.71	-168,103.71
						Object 152000		Total:	41,122.63	399,317.65	-358,195.02
						FQA 06-870-435-386-JOB		Total:	41,122.63	399,317.65	-358,195.02

FQA: 06-870-470-386-JOB

ALT FACILITIES/MYERS-WILKINS

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2014

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/26/2014	MWE FINAL		00633217	V106831	RTL CONSTRUCTION	MYERS-WILKINS FINAL APP	882488	OH	16,017.55	0.00	16,017.55
02/26/2014	PGM MGMT		00633208	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 67	882488	OH	1,395.00	0.00	1,395.00
02/26/2014	MWE FINAL		00633210	V107943	KELLINGTON CONSTRUCTION INC	MYERS-WILKINS FINAL APP	882488	OH	18,988.13	0.00	18,988.13
02/26/2014	MWE PROF		00633208	V87763	JOHNSON CONTROLS INC	MYERS-WILKINS PROF FEE 33	882488	OH	1,600.00	0.00	1,600.00
02/26/2014	MWE FINAL		00633209	V106763	KELLEHER CONSTRUCTION	MYERS-WILKINS FINAL APP	882488	OH	15,128.34	0.00	15,128.34
02/26/2014	MWE FINAL		00633222	V107122	TWIN CITY ACOUSTICS INC	MYERS-WILKINS FINAL APP	882488	OH	5,409.48	0.00	5,409.48
02/26/2014	MWE FINAL		00633221	V106468	THELEN HEATING & ROOFING INC	MYERS-WILKINS FINAL APP	882488	OH	50,674.43	0.00	50,674.43
02/26/2014	MWE FINAL		00633219	V106597	STEINBRECHER PAINTING INC	MYERS-WILKINS FINAL APP	882488	OH	3,188.78	0.00	3,188.78
02/26/2014	MWE FINAL		00633218	V61525	SELL HARDWARE INC	MYERS-WILKINS FINAL APP	882488	OH	3,814.83	0.00	3,814.83
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	14,112.74	-14,112.74
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	248,613.64	-248,613.64
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	229,445.78	-229,445.78
Object 152000							Total:		116,216.54	492,172.16	-375,955.62
FQA 06-870-470-386-JOB							Total:		116,216.54	492,172.16	-375,955.62

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
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	17,031.02	-17,031.02
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	69,093.80	-69,093.80
Object 152000							Total:		0.00	86,124.82	-86,124.82
FQA 06-871-220-000-000							Total:		0.00	86,124.82	-86,124.82

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
02/14/2014	02040DP	EARN REG		7066		BERNDT, BETTY GRS.	881485	3	40.75	0.00	40.75
02/28/2014	02050DP	EARN REG		7066		BERNDT, BETTY GRS.	882538	3	179.30	0.00	179.30
Object 118501							Total:		220.05	0.00	220.05

Object: 121000 FICA/MEDICARE

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/14/2014	02040DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	881485	2	2.55	0.00	2.55

137

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2014

02/28/2014	02050DP	CONT REG	N/A..N/A		GF SAVING-CONGPK	882538	2	11.60	0.00	11.60
Object 121000						Total:		14.15	0.00	14.15

Object: 121400 PERA

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
02/14/2014	02040DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	881485	2	2.96	0.00	2.96
02/28/2014	02050DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	882538	2	13.00	0.00	13.00
Object 121400						Total:			15.96	0.00	15.96

Object: 127000 WORKERS COMPENSATION

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
02/14/2014	02040DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	881485	2	0.14	0.00	0.14
02/28/2014	02050DP	CONT REG		N/A..N/A		GF SAVING-CONGPK	882538	2	0.63	0.00	0.63
Object 127000						Total:			0.77	0.00	0.77

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
02/26/2014	PGM MGMT		00633208	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 67	882488	OH	337.75	0.00	337.75
02/26/2014	CGDN WS9		00633211	V00917	LIPE BROS CONST INC	CONGDON WS 9 FINAL APP	882488	OH	10,768.25	0.00	10,768.25
02/26/2014	CGDN WS10		00633211	V00917	LIPE BROS CONST INC	CONGDON WS 10 FINAL APP	882488	OH	12,741.76	0.00	12,741.76
02/26/2014	CGDN PROF		00633208	V87763	JOHNSON CONTROLS INC	CONGDON PROFESSIONAL FEE 36	882488	OH	786.75	0.00	786.75
02/26/2014	CGDN FINAL		00633216	V106725	RED CEDAR STEEL ERECTORS INC	CONGDON FINAL APP	882488	OH	3,910.50	0.00	3,910.50
02/26/2014	CGDN FINAL		00633215	V107261	OLYMPUS LOCKERS & STORAGE	CONGDON FINAL APP	882488	OH	2,146.54	0.00	2,146.54
02/26/2014	CGDN FINAL		00633207	V108301	HOFFMAN & MCNAMARA CO	CONGDON FINAL APP	882488	OH	3,779.00	0.00	3,779.00
02/26/2014	CGDN FINAL		00633213	V62693	NORTHLAND CONSTRUCTORS INC	CONGDON FINAL APP	882488	OH	59,628.00	0.00	59,628.00
02/26/2014	PGM MGMT		00633208	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 67	882488	OH	796.50	0.00	796.50
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	17,229.94	-17,229.94
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	155,566.19	-155,566.19
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	168,550.74	-168,550.74
Object 152000						Total:			94,895.05	341,346.87	-246,451.82
FQA 06-871-435-000-000						Total:			95,145.98	341,346.87	-246,200.89

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

Object: 118501 OVERTIME,SHIFT DIFFERENTIAL

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
02/14/2014	02040DP	EARN REG		7066		BERNDT, BETTY GRS.	881485	3	40.75	0.00	40.75
02/28/2014	02050DP	EARN REG		7066		BERNDT, BETTY GRS.	882538	3	179.30	0.00	179.30

138

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2014

Object 118501 Total: 220.05 0.00 220.05

Object: 121000 FICA/MEDICARE

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/14/2014	02040DP	CONT REG		N/A..N/A		GF SAVING-MYERS	881485	2	2.57	0.00	2.57
02/28/2014	02050DP	CONT REG		N/A..N/A		GF SAVING-MYERS	882538	2	11.59	0.00	11.59
Object 121000 Total:									14.16	0.00	14.16

Object: 121400 PERA

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/14/2014	02040DP	CONT REG		N/A..N/A		GF SAVING-MYERS	881485	2	2.95	0.00	2.95
02/28/2014	02050DP	CONT REG		N/A..N/A		GF SAVING-MYERS	882538	2	13.00	0.00	13.00
Object 121400 Total:									15.95	0.00	15.95

Object: 127000 WORKERS COMPENSATION

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/14/2014	02040DP	CONT REG		N/A..N/A		GF SAVING-MYERS	881485	2	0.14	0.00	0.14
02/28/2014	02050DP	CONT REG		N/A..N/A		GF SAVING-MYERS	882538	2	0.63	0.00	0.63
Object 127000 Total:									0.77	0.00	0.77

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/26/2014	MWE FINAL		00633209	V106763	KELLEHER CONSTRUCTION	MYERS-WILKINS FINAL APP	882488	OH	25,213.90	0.00	25,213.90
02/26/2014	PGM MGMT		00633208	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 67	882488	OH	697.50	0.00	697.50
02/26/2014	MWE FINAL		00633206	V107435	HOCKENBERGS EQUIPMENT &	MYERS-WILKINS FINAL APP	882488	OH	17,183.30	0.00	17,183.30
02/26/2014	MWE PROF		00633208	V87763	JOHNSON CONTROLS INC	MYERS-WILKINS PROF FEE 33	882488	OH	800.00	0.00	800.00
02/26/2014	120230 FINAL		00633223	V102745	VEIT AND COMPANY INC	MYERS-WILKINS FINAL APP	882488	OH	59,255.98	0.00	59,255.98
02/26/2014	MWE FINAL		00633222	V107122	TWIN CITY ACOUSTICS INC	MYERS-WILKINS FINAL APP	882488	OH	540.95	0.00	540.95
02/26/2014	MWE FINAL		00633221	V106468	THELEN HEATING & ROOFING INC	MYERS-WILKINS FINAL APP	882488	OH	8,338.83	0.00	8,338.83
02/26/2014	MWE FINAL		00633220	V107630	SUNRISE SPECIALTY	MYERS-WILKINS FINAL APP	882488	OH	626.62	0.00	626.62
02/26/2014	MWE FINAL		00633219	V106597	STEINBRECHER PAINTING INC	MYERS-WILKINS FINAL APP	882488	OH	1,913.26	0.00	1,913.26
02/26/2014	MWE FINAL		00633218	V61525	SELL HARDWARE INC	MYERS-WILKINS FINAL APP	882488	OH	5,449.75	0.00	5,449.75
02/26/2014	MWE FINAL		00633217	V106831	RTL CONSTRUCTION	MYERS-WILKINS FINAL APP	882488	OH	8,179.18	0.00	8,179.18
02/26/2014	MWE FINAL		00633210	V107943	KELLINGTON CONSTRUCTION INC	MYERS-WILKINS FINAL APP	882488	OH	8,137.77	0.00	8,137.77
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	631,188.58	-631,188.58
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	7,056.36	-7,056.36
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	222,297.82	-222,297.82
Object 152000 Total:									136,337.04	860,542.76	-724,205.72

139

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2014

FQA 06-871-470-000-000 Total: 136,587.97 860,542.76 -723,954.79

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
02/27/2014	000024-1140250423		00633272	V92312	FRYBERGER BUCHANAN SMITH &	BUILDING ACQUISITION/CONSTRUCT	882736	OH	258.75	0.00	258.75
02/27/2014	6565	730675	00633305	V108444	NORTHSHORE STEEL INC	DETAIL AND FABRICATE EIGHT TRU	882736	OH	3,400.00	0.00	3,400.00
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	670,132.54	-670,132.54
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	304,301.15	-304,301.15
Object 152000							Total:		3,658.75	974,433.69	-970,774.94
FQA 06-873-350-000-000							Total:		3,658.75	974,433.69	-970,774.94

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

Object: 151000 SITE & GROUNDS ACQUISITION

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
02/19/2014	LAND	729761	00624567	V105657	CONSOLIDATED TITLE &	LAND REFERRED TO AS THE CHRIST	881951	TR	0.00	1,000.00	-1,000.00
Object 151000							Total:		0.00	1,000.00	-1,000.00
FQA 06-873-550-000-000							Total:		0.00	1,000.00	-1,000.00

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
02/10/2014	CR079602	3045746		N/A..N/A		JOHNSON CONTROL REIMB/DENFELD	881013	CR	0.00	1,196.00	-1,196.00
Object 152000							Total:		0.00	1,196.00	-1,196.00
FQA 06-876-215-000-000							Total:		0.00	1,196.00	-1,196.00

FQA: 06-876-220-000-000 COP 2012A-EAST HIGH SCHOOL

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	45,462.98	-45,462.98
Object 152000							Total:		0.00	45,462.98	-45,462.98
FQA 06-876-220-000-000							Total:		0.00	45,462.98	-45,462.98

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2014

FQA: 06-876-320-000-000

COP 2012A-EAST HS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/27/2014	000024-11402		00633272	V92312	FRYBERGER BUCHANAN SMITH &	BUILDING ACQUISITION/CONSTRUCT	882736	OH	262.15	0.00	262.15
							Object 152000	Total:	262.15	0.00	262.15
							FQA 06-876-320-000-000	Total:	262.15	0.00	262.15

FQA: 06-876-435-000-000

COP 2012A-CONGDON PARK

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/26/2014	PGM MGMT		00633208	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 67	882488	OH	67.55	0.00	67.55
02/26/2014	CGDN FINAL		00633205	V02687	HARBOR CITY MASONRY	CONGDON FINAL APP	882488	OH	10,204.80	0.00	10,204.80
02/26/2014	PGM MGMT		00633208	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 67	882488	OH	159.30	0.00	159.30
02/26/2014	CGDN FINAL		00633216	V106725	RED CEDAR STEEL ERECTORS INC	CONGDON FINAL APP	882488	OH	3,199.50	0.00	3,199.50
02/26/2014	CGDN PROF		00633208	V87763	JOHNSON CONTROLS INC	CONGDON PROFESSIONAL FEE 36	882488	OH	786.75	0.00	786.75
02/26/2014	CGDN WS10		00633211	V00917	LIPE BROS CONST INC	CONGDON WS 10 FINAL APP	882488	OH	5,289.03	0.00	5,289.03
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	94,024.37	-94,024.37
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	352,567.13	-352,567.13
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	17,229.94	-17,229.94
							Object 152000	Total:	19,706.93	463,821.44	-444,114.51
							FQA 06-876-435-000-000	Total:	19,706.93	463,821.44	-444,114.51

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
02/26/2014	120229 FINAL		00633223	V102745	VEIT AND COMPANY INC	MYERS-WILKINS FINAL APP	882488	OH	14,067.40	0.00	14,067.40
02/26/2014	MWE FINAL		00633218	V61525	SELL HARDWARE INC	MYERS-WILKINS FINAL APP	882488	OH	1,634.92	0.00	1,634.92
02/26/2014	MWE FINAL		00633209	V106763	KELLEHER CONSTRUCTION	MYERS-WILKINS FINAL APP	882488	OH	10,085.56	0.00	10,085.56
02/26/2014	MWE FINAL		00633219	V106597	STEINBRECHER PAINTING INC	MYERS-WILKINS FINAL APP	882488	OH	1,275.51	0.00	1,275.51
02/26/2014	MWE FINAL		00633220	V107630	SUNRISE SPECIALTY	MYERS-WILKINS FINAL APP	882488	OH	3,550.88	0.00	3,550.88
02/26/2014	MWE FINAL		00633221	V106468	THELEN HEATING & ROOFING INC	MYERS-WILKINS FINAL APP	882488	OH	5,131.59	0.00	5,131.59
02/26/2014	MWE FINAL		00633222	V107122	TWIN CITY ACOUSTICS INC	MYERS-WILKINS FINAL APP	882488	OH	811.42	0.00	811.42
02/26/2014	MWE PROF		00633208	V87763	JOHNSON CONTROLS INC	MYERS-WILKINS PROF FEE 33	882488	OH	1,600.00	0.00	1,600.00
02/26/2014	PGM MGMT		00633208	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 67	882488	OH	232.50	0.00	232.50
02/26/2014	MWE FINAL		00633212	V106727	MOLIN CONCRETE PRODUCTS COM	MYERS-WILKINS FINAL APP	882488	OH	7,515.65	0.00	147,515.65

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2014

02/26/2014	MWE FINAL	00633217	V106831	RTL CONSTRUCTION	MYERS-WILKINS FINAL APP	882488	OH	9,883.17	0.00	9,883.17
02/28/2014	JE509810		N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	292,303.06	-292,303.06
02/28/2014	JE509810		N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	200,277.58	-200,277.58
02/28/2014	JE509810		N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	14,112.74	-14,112.74
						Object 152000	Total:	55,788.60	506,693.38	-450,904.78
						FQA 06-876-470-000-000	Total:	55,788.60	506,693.38	-450,904.78

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
02/28/2014	JE509810			N/A..N/A		REVERSE FY 13 ACCRUALS	883485	JE	0.00	40,613.25	-40,613.25
						Object 152000	Total:	0.00	40,613.25	-40,613.25	
						FQA 06-876-525-000-000	Total:	0.00	40,613.25	-40,613.25	

FQA: 06-877-435-000-000 GEN FUND SAVINGS-CONGDON PK

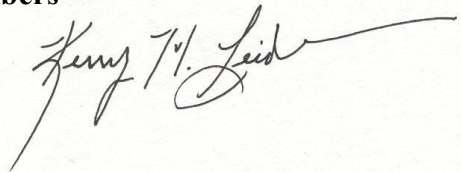
Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
02/26/2014	CGDN FINAL		00633205	V02687	HARBOR CITY MASONRY	CONGDON FINAL APP	882488	OH	17,348.16	0.00	17,348.16	
02/26/2014	CGDN FINAL		00633215	V107261	OLYMPUS LOCKERS & STORAGE	CONGDON FINAL APP	882488	OH	1,348.56	0.00	1,348.56	
						Object 152000	Total:	18,696.72	0.00	18,696.72		
						FQA 06-877-435-000-000	Total:	18,696.72	0.00	18,696.72		
									Grand Total:	<u>487,186.27</u>	<u>4,252,115.50</u>	<u>-3,764,929.23</u>

Memorandum

To: School Board Members

From: Kerry M. Leider



Date: March 31, 2014

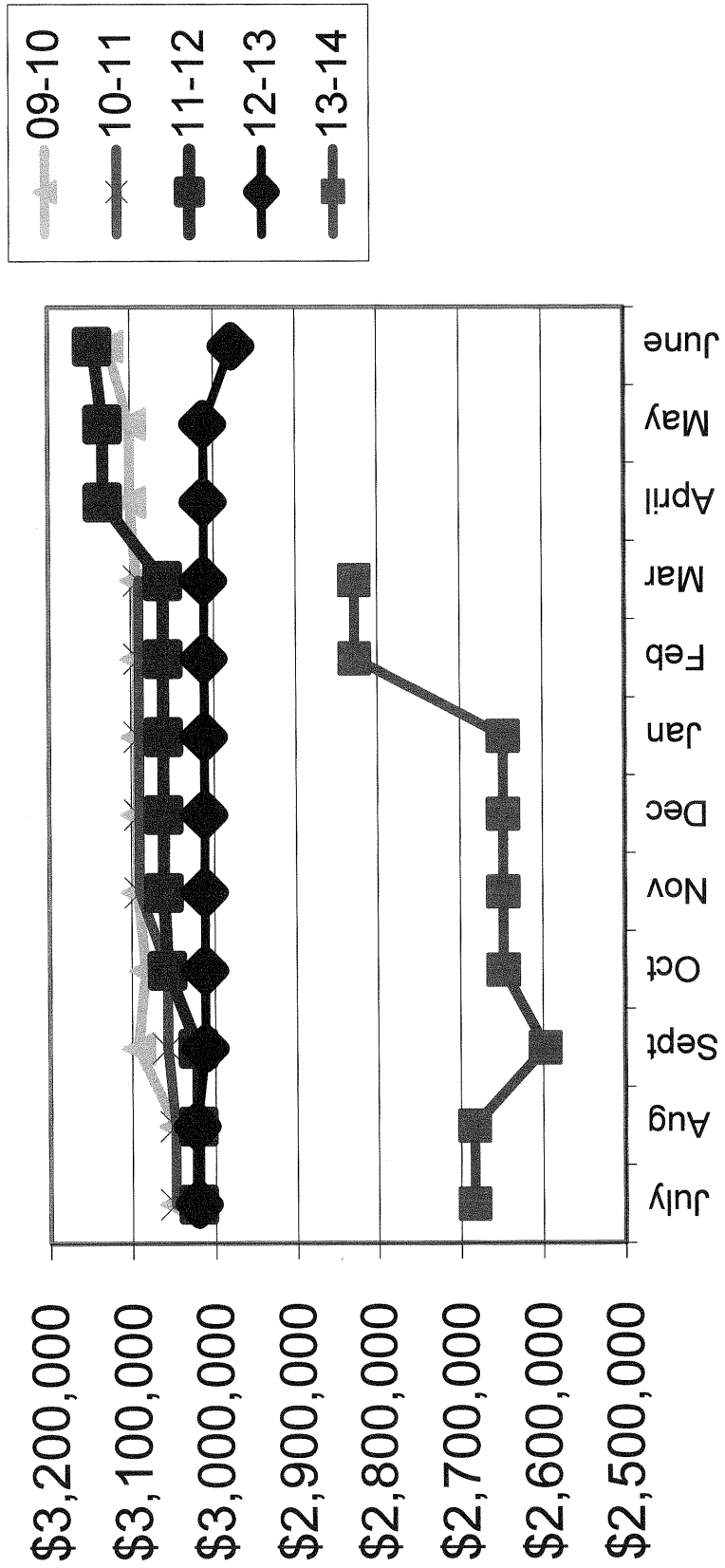
Re: Long-range Facilities Plan Construction or Professional Service Contracts

Pursuant to School Board Resolution #B-8-09-2660 the following Professional Service contracts pertaining to the Long-range Facilities Plan were signed by Bill Hanson during the month of March:

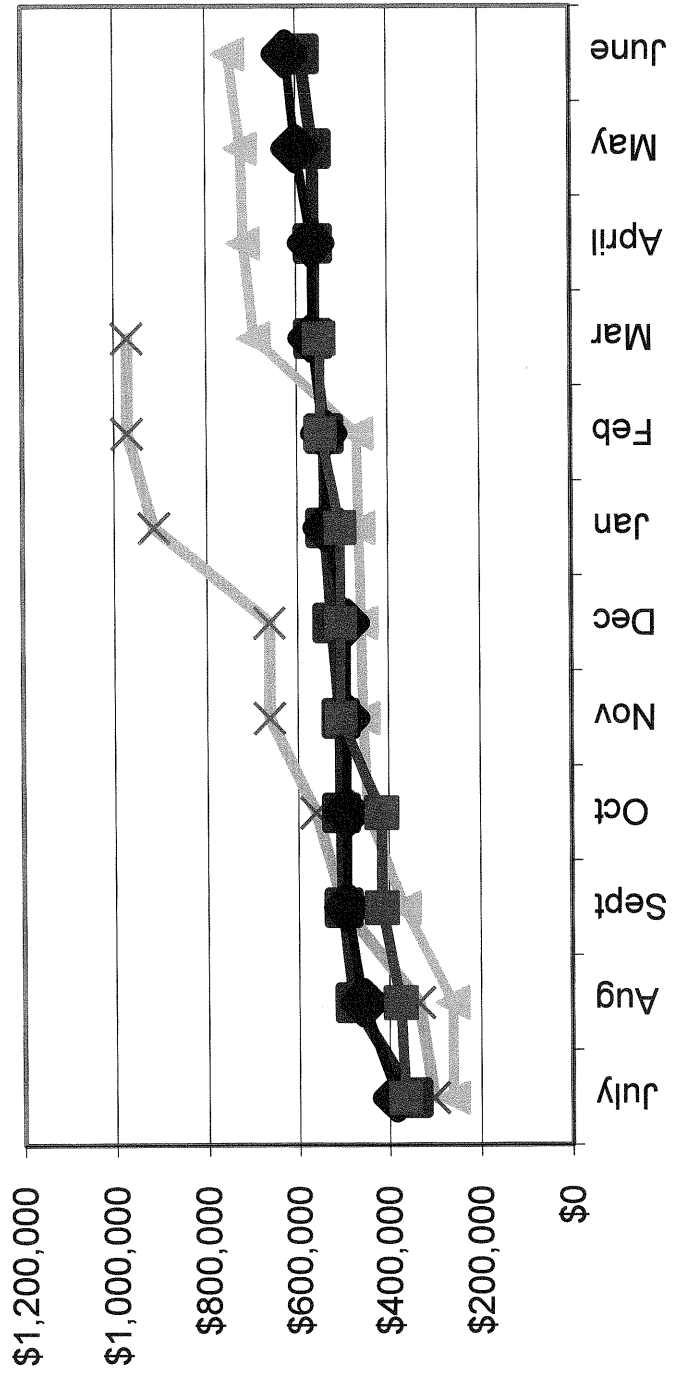
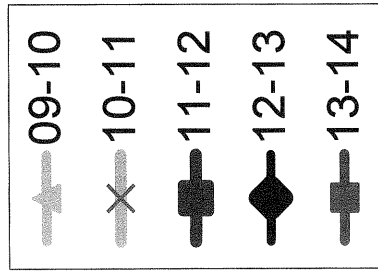
<u>Contractor</u>	<u>Amount</u>	<u>Description</u>
Cunningham Group	\$35,000.00	Central HS Site Small Area Plan
LHB	\$35,500.00	Central HS Small Area Plan Engineering, Survey, Wetland Delineation and Traffic Study

The Agreements listed above are available for review by School Board members upon request. If you wish to have copies of this information, please contact the Facilities Management Office.

State Grants



Local Grants



Donations

