

**Business Committee - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 16, 2014

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

Duluth, MN 55811

6:30 PM

**1. Financial Report**

A. Financial Report

4

June financials will be presented with the audit report. July financials are attached.

B. Approval of Payment of Claims

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

C. Budget Revisions

17

D. Wire Transfers

19

E. Investment Transactions

20

F. WADM Projections

WADM Projections are suspended until October.

G. Fund Raisers

21

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

A. Bids

1) Bid 1235 - Bakery Products

22

Bids for the production and delivery of bakery products for Child Nutrition for the period October 1, 2014 through June 30, 2015 were advertised and sent to six area vendors. The low bid meeting specification was submitted by Pan-O-Gold in the total estimated amount of \$27,019.32 for the first year. The second year renewal is subject to the same conditions shown in the specifications.

Recommendation: It is recommended that the Duluth School Board approve the bid submitted by Pan-O-Gold in the total estimated amount of \$27,019.32 with a possible one year renewal by mutual agreement.

B. R.F.P.s

C. Quotes

**3. Policies and Regulations**

A. Policies

B. Regulations

**4. Contracts, Change Orders, and Leases**

**A. Contracts**

1) Sungard K-12 Education 25

Attached is a contract addendum with Sungard K-12 Education in the amount of \$116,582 for professional services.

Recommendation: It is recommended that the Duluth School Board approve the contract addendum with Sungard K-12 Education in the amount of \$116,582.

2) Sungard K-12 Education 31

Attached is a contract addendum with Sungard K-12 Education in the amount of \$13,043 for licensed software and professional services.

Recommendation: It is recommended that the Duluth School Board approved the contract addendum with Sungard K-12 Education in the amount of \$13,043 for licensed software and professional services.

3) Myers-Wilkins Community School Collaborative (MWCSC) 36

Attached is a contract with the MWCSC to provide after school and summer programming at Myers-Wilkins Elementary School, in the amount of \$40,000.00 Discussion regarding this item will take place during the Education Committee.

Recommendation: It is recommended that the Duluth School Board approve the contract with the Myers-Wilkins Community School Collaborative in the amount of \$40,000.00.

4) RSP & Associates, LLC 42

Attached is a cost proposal for RSP and Associates to perform Enrollment, Demographic, and Boundary analysis for the District.

Recommendation: It is recommended that the Duluth School Board authorize the Superintendent to enter into an agreement with RSP & Associates, LLC to perform Enrollment, Demographic, and Boundary analysis in the amount of \$32,000. In addition to provide the address locator feature for an additional \$10,000. The total approval is for \$42,000.00

**B. Change Orders**

**C. Leases**

**5. Resolutions**

A. Resolution B-9-14-3025 - Maximum Levy Certification 43

Attached is Resolution B-9-14-3025 - Maximum Levy Certification.

Administration will provide additional information as it becomes available.

Recommendation: As suggested by the Minnesota Department of Education it is recommended that the Duluth School Board approve Resolution B-9-14-3025 - Maximum Levy Certification.

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

- A. Expenditure Contracts 44  
Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of August 2014
- B. Revenue Contracts 80  
Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of August 2014
- C. Other Contracts-None
- D. Facilities Management & Capital Project Status Report 82  
Kerry Leider will be present to answer questions regarding the attached report.
- E. Contracts Signed in Relation to the LRFP 85

**7. Future Items**

- A. FY 14 Financial Audit
- B. Woodland Hills Lease Agreement

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

|                                   | CURRENT MONTH  |                  |                |               | YEAR - TO - DATE |                  |                |               | ANNUAL BUDGET  |                |
|-----------------------------------|----------------|------------------|----------------|---------------|------------------|------------------|----------------|---------------|----------------|----------------|
|                                   | FY2015         | FY2014           | \$<br>Variance | %<br>Variance | FY2015           | FY2014           | \$<br>Variance | %<br>Variance | Adopted        | Revised        |
| <u>Revenues</u>                   |                |                  |                |               |                  |                  |                |               |                |                |
| Levy                              | \$0            | \$0              | \$0            | N/A           | \$0              | \$0              | \$0            | N/A           | \$31,042       | \$31,817       |
| Interest                          | (152)          | (1,424)          | 1,272          | 89.3          | (152)            | (1,424)          | 1,272          | 89.3          | 77             | 77             |
| Tuition, Fees, Admissions         | 168            | 102              | 66             | 64.9          | 168              | 102              | 66             | 64.9          | 4,092          | 4,092          |
| Other Local Revenues              | 232            | 163              | 69             | 42.2          | 232              | 163              | 69             | 42.2          | 1,609          | 1,684          |
| State Sources                     | 2,035          | 4,863            | (2,828)        | (58.1)        | 2,035            | 4,863            | (2,828)        | (58.1)        | 86,939         | 86,164         |
| Federal Aids from MDE             | 561            | 910              | (349)          | (38.4)        | 561              | 910              | (349)          | (38.4)        | 9,165          | 9,614          |
| Federal Direct Aids               | -              | -                | 0              | N/A           | -                | -                | 0              | N/A           | 2,856          | 2,856          |
| Local Sales                       | 0              | -                | 0              | N/A           | 0                | -                | 0              | N/A           | 1,667          | 1,667          |
| Sale of Bonds or Loans            | -              | -                | 0              | N/A           | -                | -                | 0              | N/A           | 0              | 0              |
| <b>Total Revenues</b>             | <b>2,843</b>   | <b>4,614</b>     | <b>(1,771)</b> | <b>(38.4)</b> | <b>2,843</b>     | <b>4,614</b>     | <b>(1,771)</b> | <b>(38.4)</b> | <b>137,447</b> | <b>137,972</b> |
| <u>Expenditures</u>               |                |                  |                |               |                  |                  |                |               |                |                |
| Salaries                          | 224            | 507              | 283            | 55.8          | 224              | 507              | 283            | 55.8          | 60,190         | 60,397         |
| Benefits                          | 1,179          | 1,260            | 81             | 6.4           | 1,179            | 1,260            | 81             | 6.4           | 28,364         | 28,827         |
| Purchased Services                | 198            | 384              | 186            | 48.5          | 198              | 384              | 186            | 48.5          | 12,954         | 13,067         |
| Supplies & Materials              | 93             | 55               | (38)           | (69.1)        | 93               | 55               | (38)           | (69.1)        | 5,058          | 5,196          |
| Chargebacks                       | -              | -                | 0              | N/A           | -                | -                | 0              | N/A           | (159)          | (157)          |
| Capital Expenditures              | 102            | 2,770            | 2,668          | 96.3          | 102              | 2,770            | 2,668          | 96.3          | 5,205          | 5,219          |
| Debt Service                      | 4,912          | 5,222            | 310            | 5.9           | 4,912            | 5,222            | 310            | 5.9           | 21,191         | 21,191         |
| Other                             | 49             | 71               | 22             | 31.7          | 49               | 71               | 22             | 31.7          | 932            | 826            |
| <b>Total Expenditures</b>         | <b>6,756</b>   | <b>10,269</b>    | <b>3,513</b>   | <b>34.2</b>   | <b>6,756</b>     | <b>10,269</b>    | <b>3,513</b>   | <b>34.2</b>   | <b>133,735</b> | <b>134,564</b> |
| Transfers In (Out)                | 0              | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0              | 0              |
| <b>Operating Excess (Deficit)</b> | <b>(3,913)</b> | <b>(\$5,655)</b> | <b>1,742</b>   | <b>30.8</b>   | <b>(3,913)</b>   | <b>(\$5,655)</b> | <b>1,742</b>   | <b>30.8</b>   | <b>\$3,712</b> | <b>\$3,407</b> |

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

|                                   | CURRENT MONTH |                |                |               | YEAR-TO-DATE |                |                  |               | ANNUAL BUDGET  |                |
|-----------------------------------|---------------|----------------|----------------|---------------|--------------|----------------|------------------|---------------|----------------|----------------|
|                                   | FY2015        | FY2014         | \$<br>Variance | %<br>Variance | FY2015       | FY2014         | \$<br>Variance   | %<br>Variance | Adopted        | Revised        |
| <u>Revenues</u>                   |               |                |                |               |              |                |                  |               |                |                |
| Levy                              | \$0           | \$0            | \$0            | N/A           | \$0          | \$0            | \$0              | N/A           | \$10,475       | \$10,475       |
| Interest                          | (153)         | 26             | (179)          | (686.9)       | (153)        | 26             | (179)            | (686.9)       | 55             | 55             |
| Tuition, Fees, Admissions         | 59            | 34             | 25             | 72.7          | 59           | 34             | 25               | 72.7          | 1,843          | 1,843          |
| Other Local Revenues              | 29            | 15             | 14             | 95.3          | 29           | 15             | 14               | 95.3          | 245            | 310            |
| State Sources                     | 1,699         | 4,375          | (2,676)        | (61.2)        | 1,699        | 4,375          | (2,676)          | (61.2)        | 75,471         | 75,471         |
| Federal Aids from MDE             | 0             | 164            | (164)          | (100.0)       | 0            | 164            | (164)            | (100.0)       | 6,785          | 7,235          |
| Federal Direct Aids               | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | 0              | 0              |
| Local Sales                       | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | 0              | 0              |
| Sale of Bonds or Loans            | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | 0              | 0              |
| <b>Total Revenues</b>             | <b>1,634</b>  | <b>4,614</b>   | <b>(2,980)</b> | <b>(64.6)</b> | <b>1,634</b> | <b>4,614</b>   | <b>(2,980)</b>   | <b>(64.6)</b> | <b>94,873</b>  | <b>95,388</b>  |
| <u>Expenditures</u>               |               |                |                |               |              |                |                  |               |                |                |
| Salaries                          | 142           | 297            | 155            | 52.0          | 142          | 297            | 155              | 52.0          | 53,744         | 53,950         |
| Benefits                          | 999           | 1,055          | 56             | 5.3           | 999          | 1,055          | 56               | 5.3           | 24,669         | 24,768         |
| Purchased Services                | 154           | 171            | 17             | 9.8           | 154          | 171            | 17               | 9.8           | 6,765          | 7,067          |
| Supplies & Materials              | 49            | 41             | (8)            | (20.5)        | 49           | 41             | (8)              | (20.5)        | 1,694          | 1,684          |
| Chargebacks                       | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | (565)          | (564)          |
| Capital Expenditures              | 89            | 5              | (84)           | (1,679.1)     | 89           | 5              | (84)             | (1,679.1)     | 232            | 256            |
| Debt Service                      | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | 20             | 20             |
| Other                             | 44            | 69             | 25             | 35.5          | 44           | 69             | 25               | 35.5          | 697            | 588            |
| <b>Total Expenditures</b>         | <b>1,478</b>  | <b>1,638</b>   | <b>160</b>     | <b>9.8</b>    | <b>1,478</b> | <b>1,638</b>   | <b>160</b>       | <b>9.8</b>    | <b>87,255</b>  | <b>87,769</b>  |
| Transfers In (Out)                | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | (6,347)        | (6,347)        |
| <b>Operating Excess (Deficit)</b> | <b>\$156</b>  | <b>\$2,976</b> | <b>(2,820)</b> | <b>(94.8)</b> | <b>\$156</b> | <b>\$2,976</b> | <b>(\$2,820)</b> | <b>(94.8)</b> | <b>\$1,272</b> | <b>\$1,272</b> |

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

|                                   | CURRENT MONTH |                |                |               | YEAR-TO-DATE |                |                  |               | ANNUAL BUDGET  |                |
|-----------------------------------|---------------|----------------|----------------|---------------|--------------|----------------|------------------|---------------|----------------|----------------|
|                                   | FY2015        | FY2014         | \$<br>Variance | %<br>Variance | FY2015       | FY2014         | \$<br>Variance   | %<br>Variance | Adopted        | Revised        |
| <u>Revenues</u>                   |               |                |                |               |              |                |                  |               |                |                |
| Levy                              | \$0           | \$0            | \$0            | N/A           | \$0          | \$0            | \$0              | N/A           | \$9,996        | \$9,996        |
| Interest                          | (153)         | 26             | (179)          | (686.9)       | (153)        | 26             | (179)            | (686.9)       | 55             | 55             |
| Tuition, Fees, Admissions         | 34            | 3              | 31             | 1,042.3       | 34           | 3              | 31               | 1,042.3       | 1,360          | 1,360          |
| Other Local Revenues              | 25            | 10             | 15             | 147.8         | 25           | 10             | 15               | 147.8         | 245            | 247            |
| State Sources                     | 1,699         | 4,375          | (2,676)        | (61.2)        | 1,699        | 4,375          | (2,676)          | (61.2)        | 64,049         | 64,049         |
| Federal Aids from MDE             | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | 0              | 0              |
| Federal Direct Aids               | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | 0              | 0              |
| Local Sales                       | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | 0              | 0              |
| Sale of Bonds or Loans            | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | 0              | 0              |
| <b>Total Revenues</b>             | <b>1,605</b>  | <b>4,414</b>   | <b>(2,809)</b> | <b>(63.6)</b> | <b>1,605</b> | <b>4,414</b>   | <b>(2,809)</b>   | <b>(63.6)</b> | <b>75,704</b>  | <b>75,706</b>  |
| <u>Expenditures</u>               |               |                |                |               |              |                |                  |               |                |                |
| Salaries                          | 66            | 180            | 114            | 63.6          | 66           | 180            | 114              | 63.6          | 43,665         | 43,660         |
| Benefits                          | 860           | 934            | 74             | 7.9           | 860          | 934            | 74               | 7.9           | 19,333         | 19,333         |
| Purchased Services                | 149           | 159            | 10             | 6.5           | 149          | 159            | 10               | 6.5           | 5,922          | 6,141          |
| Supplies & Materials              | 49            | 40             | (9)            | (23.5)        | 49           | 40             | (9)              | (23.5)        | 1,095          | 1,064          |
| Chargebacks                       | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | (2,041)        | (2,041)        |
| Capital Expenditures              | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | 87             | 33             |
| Debt Service                      | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | 20             | 20             |
| Other                             | 44            | 69             | 25             | 36.1          | 44           | 69             | 25               | 36.1          | 4              | (123)          |
| <b>Total Expenditures</b>         | <b>1,167</b>  | <b>1,382</b>   | <b>215</b>     | <b>15.5</b>   | <b>1,167</b> | <b>1,382</b>   | <b>215</b>       | <b>15.5</b>   | <b>68,085</b>  | <b>68,087</b>  |
| Transfers In (Out)                | 0             | 0              | 0              | N/A           | 0            | 0              | 0                | N/A           | (6,347)        | (6,347)        |
| <b>Operating Excess (Deficit)</b> | <b>\$438</b>  | <b>\$3,032</b> | <b>(2,594)</b> | <b>(85.6)</b> | <b>\$438</b> | <b>\$3,032</b> | <b>(\$2,594)</b> | <b>(85.6)</b> | <b>\$1,272</b> | <b>\$1,272</b> |

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

|                                   | CURRENT MONTH  |             |                |                | YEAR-TO-DATE   |               |                |                | ANNUAL BUDGET |               |
|-----------------------------------|----------------|-------------|----------------|----------------|----------------|---------------|----------------|----------------|---------------|---------------|
|                                   | FY2015         | FY2014      | \$<br>Variance | %<br>Variance  | FY2015         | FY2014        | \$<br>Variance | %<br>Variance  | Adopted       | Revised       |
| <u>Revenues</u>                   |                |             |                |                |                |               |                |                |               |               |
| Levy                              | \$0            | \$0         | \$0            | N/A            | \$0            | \$0           | \$0            | N/A            | \$479         | \$479         |
| Interest                          | 0              | 0           | 0              | N/A            | 0              | 0             | 0              | N/A            | 0             | 0             |
| Tuition, Fees, Admissions         | 24             | 31          | (7)            | (21.1)         | 24             | 31            | (7)            | (21.1)         | 483           | 483           |
| Other Local Revenues              | 5              | 5           | (0)            | (9.7)          | 5              | 5             | (0)            | (9.7)          | 0             | 63            |
| State Sources                     | 0              | 0           | 0              | N/A            | 0              | 0             | 0              | N/A            | 11,422        | 11,422        |
| Federal Aids from MDE             | 0              | 164         | (164)          | (100.0)        | 0              | 164           | (164)          | (100.0)        | 6,785         | 7,235         |
| Federal Direct Aids               | 0              | 0           | 0              | N/A            | 0              | 0             | 0              | N/A            | 0             | 0             |
| Local Sales                       | 0              | 0           | 0              | N/A            | 0              | 0             | 0              | N/A            | 0             | 0             |
| Sale of Bonds or Loans            | 0              | 0           | 0              | N/A            | 0              | 0             | 0              | N/A            | 0             | 0             |
| <b>Total Revenues</b>             | <b>29</b>      | <b>200</b>  | <b>(171)</b>   | <b>(85.5)</b>  | <b>29</b>      | <b>200</b>    | <b>(171)</b>   | <b>(85.5)</b>  | <b>19,169</b> | <b>19,682</b> |
| <u>Expenditures</u>               |                |             |                |                |                |               |                |                |               |               |
| Salaries                          | 77             | 117         | 40             | 34.3           | 77             | 117           | 40             | 34.3           | 10,079        | 10,290        |
| Benefits                          | 139            | 121         | (18)           | (14.9)         | 139            | 121           | (18)           | (14.9)         | 5,336         | 5,434         |
| Purchased Services                | 5              | 12          | 7              | 54.2           | 5              | 12            | 7              | 54.2           | 843           | 926           |
| Supplies & Materials              | 0              | 1           | 1              | 97.4           | 0              | 1             | 1              | 97.4           | 599           | 621           |
| Chargebacks                       | 0              | 0           | 0              | N/A            | 0              | 0             | 0              | N/A            | 1,475         | 1,477         |
| Capital Expenditures              | 89             | 5           | (84)           | (1,679.1)      | 89             | 5             | (84)           | (1,679.1)      | 144           | 223           |
| 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            | 693           | 711           |
| <b>Total Expenditures</b>         | <b>311</b>     | <b>256</b>  | <b>(55)</b>    | <b>(21.4)</b>  | <b>311</b>     | <b>256</b>    | <b>(55)</b>    | <b>(21.4)</b>  | <b>19,169</b> | <b>19,682</b> |
| Transfers In (Out)                | 0              | 0           | 0              | N/A            | 0              | 0             | 0              | N/A            | 0             | 0             |
| <b>Operating Excess (Deficit)</b> | <b>(\$282)</b> | <b>(56)</b> | <b>(226)</b>   | <b>(403.3)</b> | <b>(\$282)</b> | <b>(\$56)</b> | <b>(\$226)</b> | <b>(403.3)</b> | <b>\$0</b>    | <b>\$0</b>    |

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

|                                   | CURRENT MONTH |            |                |               | YEAR - T O - D A T E |            |                |               | ANNUAL BUDGET |               |
|-----------------------------------|---------------|------------|----------------|---------------|----------------------|------------|----------------|---------------|---------------|---------------|
|                                   | FY2015        | FY2014     | \$<br>Variance | %<br>Variance | FY2015               | FY2014     | \$<br>Variance | %<br>Variance | Adopted       | Revised       |
| <u>Revenues</u>                   |               |            |                |               |                      |            |                |               |               |               |
| Levy                              | \$0           | \$0        | \$0            | N/A           | \$0                  | \$0        | \$0            | N/A           | \$0           | \$0           |
| Interest                          | 0             | 0          | 0              | N/A           | 0                    | 0          | 0              | N/A           | 0             | 0             |
| Tuition, Fees, Admissions         | 0             | 0          | 0              | N/A           | 0                    | 0          | 0              | N/A           | 0             | 0             |
| Other Local Revenues              | 0             | 0          | 0              | N/A           | 0                    | 0          | 0              | N/A           | 15            | 15            |
| State Sources                     | 0             | 0          | 0              | N/A           | 0                    | 0          | 0              | N/A           | 171           | 171           |
| Federal Aids from MDE             | 58            | 35         | 23             | 64.8          | 58                   | 35         | 23             | 64.8          | 2,207         | 2,207         |
| 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           | 1,232         | 1,232         |
| Sale of Bonds or Loans            | 0             | 0          | 0              | N/A           | 0                    | 0          | 0              | N/A           | 0             | 0             |
| <b>Total Revenues</b>             | <b>58</b>     | <b>35</b>  | <b>23</b>      | <b>66.1</b>   | <b>58</b>            | <b>35</b>  | <b>23</b>      | <b>66.1</b>   | <b>3,624</b>  | <b>3,624</b>  |
| <u>Expenditures</u>               |               |            |                |               |                      |            |                |               |               |               |
| Salaries                          | 13            | 12         | (1)            | (8.1)         | 13                   | 12         | (1)            | (8.1)         | 1,068         | 1,068         |
| Benefits                          | 11            | 10         | (1)            | (6.2)         | 11                   | 10         | (1)            | (6.2)         | 409           | 409           |
| Purchased Services                | 6             | 6          | (0)            | (2.9)         | 6                    | 6          | (0)            | (2.9)         | 103           | 103           |
| Supplies & Materials              | 1             | 0          | (1)            | N/A           | 1                    | 0          | (1)            | N/A           | 1,864         | 1,860         |
| Chargebacks                       | 0             | 0          | 0              | N/A           | 0                    | 0          | 0              | N/A           | 151           | 151           |
| Capital Expenditures              | 0             | 0          | 0              | N/A           | 0                    | 0          | 0              | N/A           | 9             | 103           |
| Debt Service                      | 0             | 0          | 0              | N/A           | 0                    | 0          | 0              | N/A           | 0             | 0             |
| Other                             | 1             | 0          | (1)            | N/A           | 1                    | 0          | (1)            | N/A           | 20            | 20            |
| <b>Total Expenditures</b>         | <b>31</b>     | <b>28</b>  | <b>(3)</b>     | <b>(11.0)</b> | <b>31</b>            | <b>28</b>  | <b>(3)</b>     | <b>(11.0)</b> | <b>3,624</b>  | <b>3,714</b>  |
| Transfers In (Out)                | 0             | 0          | 0              | N/A           | 0                    | 0          | 0              | N/A           | 0             | 0             |
| <b>Operating Excess (Deficit)</b> | <b>\$27</b>   | <b>\$7</b> | <b>\$20</b>    | <b>286.8</b>  | <b>\$27</b>          | <b>\$7</b> | <b>\$20</b>    | <b>286.8</b>  | <b>\$0</b>    | <b>(\$90)</b> |

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

|                                   | CURRENT MONTH |              |                |               | YEAR-TO-DATE |              |                |               | ANNUAL BUDGET  |                |
|-----------------------------------|---------------|--------------|----------------|---------------|--------------|--------------|----------------|---------------|----------------|----------------|
|                                   | FY2015        | FY2014       | \$<br>Variance | %<br>Variance | FY2015       | FY2014       | \$<br>Variance | %<br>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             | 24           | (24)           | (100.0)       | 0            | 24           | (24)           | (100.0)       | 80             | 80             |
| State Sources                     | 97            | 351          | (254)          | (72.5)        | 97           | 351          | (254)          | (72.5)        | 5,446          | 5,446          |
| Federal Aids from MDE             | 0             | 0            | 0              | N/A           | 0            | 0            | 0              | N/A           | 0              | 0              |
| Federal Direct Aids               | 0             | 0            | 0              | N/A           | 0            | 0            | 0              | N/A           | 0              | 0              |
| Local Sales                       | 0             | 0            | 0              | N/A           | 0            | 0            | 0              | N/A           | 0              | 0              |
| Sale of Bonds or Loans            | 0             | 0            | 0              | N/A           | 0            | 0            | 0              | N/A           | 0              | 0              |
| <b>Total Revenues</b>             | <b>97</b>     | <b>375</b>   | <b>(278)</b>   | <b>(74.2)</b> | <b>97</b>    | <b>375</b>   | <b>(278)</b>   | <b>(74.2)</b> | <b>5,526</b>   | <b>5,526</b>   |
| <u>Expenditures</u>               |               |              |                |               |              |              |                |               |                |                |
| Salaries                          | 13            | 13           | (0)            | (1.7)         | 13           | 13           | (0)            | (1.7)         | 1,158          | 1,158          |
| Benefits                          | 15            | 16           | 1              | 3.6           | 15           | 16           | 1              | 3.6           | 725            | 725            |
| Purchased Services                | (0)           | (16)         | (16)           | (99.4)        | (0)          | (16)         | (16)           | (99.4)        | 4,020          | 4,020          |
| Supplies & Materials              | 10            | 7            | (3)            | (38.5)        | 10           | 7            | (3)            | (38.5)        | 327            | 327            |
| Chargebacks                       | 0             | 0            | 0              | N/A           | 0            | 0            | 0              | N/A           | 31             | 31             |
| Capital Expenditures              | 0             | 1            | 1              | 100.0         | 0            | 1            | 1              | 100.0         | 206            | 206            |
| Debt Service                      | 0             | 0            | 0              | N/A           | 0            | 0            | 0              | N/A           | 0              | 0              |
| Other                             | 0             | 0            | 0              | N/A           | 0            | 0            | 0              | N/A           | 1              | 1              |
| <b>Total Expenditures</b>         | <b>38</b>     | <b>21</b>    | <b>(17)</b>    | <b>(82.0)</b> | <b>38</b>    | <b>21</b>    | <b>(17)</b>    | <b>(82.0)</b> | <b>6,468</b>   | <b>6,468</b>   |
| Transfers In (Out)                | 0             | 0            | 0              | N/A           | 0            | 0            | 0              | N/A           | 0              | 0              |
| <b>Operating Excess (Deficit)</b> | <b>\$58</b>   | <b>\$354</b> | <b>(\$296)</b> | <b>(83.5)</b> | <b>\$58</b>  | <b>\$354</b> | <b>(\$296)</b> | <b>(83.5)</b> | <b>(\$942)</b> | <b>(\$942)</b> |

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

|                                   | CURRENT MONTH |             |                |               | YEAR-TO-DATE |             |                |               | ANNUAL BUDGET |              |
|-----------------------------------|---------------|-------------|----------------|---------------|--------------|-------------|----------------|---------------|---------------|--------------|
|                                   | FY2015        | FY2014      | \$<br>Variance | %<br>Variance | FY2015       | FY2014      | \$<br>Variance | %<br>Variance | Adopted       | Revised      |
| <u>Revenues</u>                   |               |             |                |               |              |             |                |               |               |              |
| Levy                              | \$0           | \$0         | \$0            | N/A           | \$0          | \$0         | \$0            | N/A           | \$929         | \$929        |
| Interest                          | 0             | 0           | 0              | N/A           | 0            | 0           | 0              | N/A           | 0             | 0            |
| Tuition, Fees, Admissions         | 109           | 68          | 41             | 60.9          | 109          | 68          | 41             | 60.9          | 1,350         | 1,350        |
| Other Local Revenues              | 32            | 54          | (22)           | (40.0)        | 32           | 54          | (22)           | (40.0)        | 72            | 82           |
| State Sources                     | 40            | 45          | (5)            | (10.8)        | 40           | 45          | (5)            | (10.8)        | 1,951         | 1,951        |
| Federal Aids from MDE             | 0             | 129         | (129)          | (100.0)       | 0            | 129         | (129)          | (100.0)       | 173           | 173          |
| Federal Direct Aids               | 0             | 0           | 0              | N/A           | 0            | 0           | 0              | N/A           | 1,773         | 1,773        |
| Local Sales                       | 0             | 0           | 0              | N/A           | 0            | 0           | 0              | N/A           | 0             | 0            |
| Sale of Bonds or Loans            | 0             | 0           | 0              | N/A           | 0            | 0           | 0              | N/A           | 0             | 0            |
| <b>Total Revenues</b>             | <b>182</b>    | <b>296</b>  | <b>(114)</b>   | <b>(38.5)</b> | <b>182</b>   | <b>296</b>  | <b>(114)</b>   | <b>(38.5)</b> | <b>6,248</b>  | <b>6,258</b> |
| <u>Expenditures</u>               |               |             |                |               |              |             |                |               |               |              |
| Salaries                          | 17            | 143         | 126            | 88.2          | 17           | 143         | 126            | 88.2          | 3,432         | 3,432        |
| Benefits                          | 63            | 82          | 19             | 22.9          | 63           | 82          | 19             | 22.9          | 1,345         | 1,345        |
| Purchased Services                | 20            | 19          | (1)            | (2.6)         | 20           | 19          | (1)            | (2.6)         | 758           | 768          |
| Supplies & Materials              | 7             | 7           | 0              | 4.4           | 7            | 7           | 0              | 4.4           | 275           | 275          |
| Chargebacks                       | 0             | 0           | 0              | N/A           | 0            | 0           | 0              | N/A           | 205           | 205          |
| Capital Expenditures              | 0             | 0           | 0              | N/A           | 0            | 0           | 0              | N/A           | 14            | 14           |
| Debt Service                      | 0             | 0           | 0              | N/A           | 0            | 0           | 0              | N/A           | 0             | 0            |
| Other                             | 0             | 2           | 2              | 90.0          | 0            | 2           | 2              | 90.0          | 176           | 176          |
| <b>Total Expenditures</b>         | <b>106</b>    | <b>253</b>  | <b>147</b>     | <b>57.9</b>   | <b>106</b>   | <b>253</b>  | <b>147</b>     | <b>57.9</b>   | <b>6,204</b>  | <b>6,214</b> |
| Transfers In (Out)                | 0             | 0           | 0              | N/A           | 0            | 0           | 0              | N/A           |               |              |
| <b>Operating Excess (Deficit)</b> | <b>\$76</b>   | <b>\$43</b> | <b>\$33</b>    | <b>75.8</b>   | <b>\$76</b>  | <b>\$43</b> | <b>\$33</b>    | <b>75.8</b>   | <b>\$43</b>   | <b>\$43</b>  |

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

|                                   | CURRENT MONTH |                |                |               | YEAR-TO-DATE  |                |                |               | ANNUAL BUDGET  |                |
|-----------------------------------|---------------|----------------|----------------|---------------|---------------|----------------|----------------|---------------|----------------|----------------|
|                                   | FY2015        | FY2014         | \$<br>Variance | %<br>Variance | FY2015        | FY2014         | \$<br>Variance | %<br>Variance | Adopted        | Revised        |
| <u>Revenues</u>                   |               |                |                |               |               |                |                |               |                |                |
| Levy                              | \$0           | \$0            | \$0            | N/A           | \$0           | \$0            | \$0            | N/A           | \$979          | \$979          |
| Interest                          | 0             | 0              | 0              | N/A           | 0             | 0              | 0              | N/A           | 0              | 0              |
| Tuition, Fees, Admissions         | 0             | 0              | 0              | N/A           | 0             | 0              | 0              | N/A           | 0              | 0              |
| Other Local Revenues              | 1             | 25             | (24)           | (94.6)        | 1             | 25             | (24)           | (94.6)        | 12             | 12             |
| State Sources                     | 29            | 51             | (22)           | (44.0)        | 29            | 51             | (22)           | (44.0)        | 1,023          | 1,023          |
| Federal Aids from MDE             | 0             | 11             | (11)           | (100.0)       | 0             | 11             | (11)           | (100.0)       | 0              | 0              |
| Federal Direct Aids               | 0             | 0              | 0              | N/A           | 0             | 0              | 0              | N/A           | 0              | 0              |
| Local Sales                       | 0             | 0              | 0              | N/A           | 0             | 0              | 0              | N/A           | 0              | 0              |
| Sale of Bonds or Loans            | 0             | 0              | 0              | N/A           | 0             | 0              | 0              | N/A           | 0              | 0              |
| <b>Total Revenues</b>             | <b>30</b>     | <b>87</b>      | <b>(57)</b>    | <b>(65.6)</b> | <b>30</b>     | <b>87</b>      | <b>(57)</b>    | <b>(65.6)</b> | <b>2,013</b>   | <b>2,013</b>   |
| <u>Expenditures</u>               |               |                |                |               |               |                |                |               |                |                |
| Salaries                          | 36            | 41             | 5              | 12.7          | 36            | 41             | 5              | 12.7          | 689            | 689            |
| Benefits                          | 31            | 33             | 2              | 5.8           | 31            | 33             | 2              | 5.8           | 295            | 660            |
| Purchased Services                | 2             | 185            | 183            | 99.1          | 2             | 185            | 183            | 99.1          | 312            | 54             |
| Supplies & Materials              | 24            | 0              | (24)           | N/A           | 24            | 0              | (24)           | N/A           | 300            | 450            |
| Chargebacks                       | 0             | 0              | 0              | N/A           | 0             | 0              | 0              | N/A           | 20             | 20             |
| Capital Expenditures              | 13            | 194            | 181            | 93.3          | 13            | 194            | 181            | 93.3          | 3,825          | 3,719          |
| Debt Service                      | 0             | 0              | 0              | N/A           | 0             | 0              | 0              | N/A           | 0              | 0              |
| Other                             | 0             | 0              | 0              | N/A           | 0             | 0              | 0              | N/A           | 0              | 0              |
| <b>Total Expenditures</b>         | <b>106</b>    | <b>453</b>     | <b>347</b>     | <b>76.6</b>   | <b>106</b>    | <b>453</b>     | <b>347</b>     | <b>76.6</b>   | <b>5,441</b>   | <b>5,591</b>   |
| Transfers In (Out)                | 0             | 0              | 0              | N/A           | 0             | 0              | 0              | N/A           | 6,347          | 6,347          |
| <b>Operating Excess (Deficit)</b> | <b>(\$76)</b> | <b>(\$366)</b> | <b>\$290</b>   | <b>79.3</b>   | <b>(\$76)</b> | <b>(\$366)</b> | <b>\$290</b>   | <b>79.3</b>   | <b>\$2,919</b> | <b>\$2,769</b> |

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

|                                   | CURRENT MONTH |                  |                |               | YEAR-TO-DATE  |                  |                |               | ANNUAL BUDGET |               |
|-----------------------------------|---------------|------------------|----------------|---------------|---------------|------------------|----------------|---------------|---------------|---------------|
|                                   | FY2015        | FY2014           | \$<br>Variance | %<br>Variance | FY2015        | FY2014           | \$<br>Variance | %<br>Variance | Adopted       | Revised       |
| <u>Revenues</u>                   |               |                  |                |               |               |                  |                |               |               |               |
| Levy                              | \$0           | \$0              | \$0            | N/A           | \$0           | \$0              | \$0            | N/A           | \$921         | \$921         |
| Interest                          | 0             | (1,436)          | 1,436          | 100.0         | 0             | (1,436)          | 1,436          | 100.0         | -             | -             |
| Tuition, Fees, Admissions         | 0             | 0                | 0              | N/A           | 0             | 0                | 0              | N/A           | 0             | 0             |
| Other Local Revenues              | 5             | 0                | 5              | N/A           | 5             | 0                | 5              | N/A           | 0             | 0             |
| State Sources                     | 0             | 0                | 0              | N/A           | 0             | 0                | 0              | N/A           | 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           | 0             | 0                | 0              | N/A           | 0             | 0             |
| Sale of Bonds or Loans            | 0             | 0                | 0              | N/A           | 0             | 0                | 0              | N/A           | 0             | 0             |
| <b>Total Revenues</b>             | <b>5</b>      | <b>(1,436)</b>   | <b>1,441</b>   | <b>100.4</b>  | <b>5</b>      | <b>(1,436)</b>   | <b>1,441</b>   | <b>100.4</b>  | <b>1,090</b>  | <b>1,090</b>  |
| <u>Expenditures</u>               |               |                  |                |               |               |                  |                |               |               |               |
| Salaries                          | 3             | 1                | (2)            | (194.3)       | 3             | 1                | (2)            | (194.3)       | 100           | 100           |
| Benefits                          | 2             | 0                | (2)            | N/A           | 2             | 0                | (2)            | N/A           | 30            | 30            |
| Purchased Services                | 12            | 14               | 2              | 15.2          | 12            | 14               | 2              | 15.2          | 14            | 74            |
| Supplies & Materials              | 2             | 0                | (2)            | N/A           | 2             | 0                | (2)            | N/A           | 19            | 20            |
| Chargebacks                       | 0             | 0                | 0              | N/A           | 0             | 0                | 0              | N/A           | 0             | 0             |
| Capital Expenditures              | 0             | 2,570            | 2,570          | 100.0         | 0             | 2,570            | 2,570          | 100.0         | 920           | 921           |
| Debt Service                      | 0             | 0                | (0)            | N/A           | 0             | 0                | (0)            | N/A           | 0             | 0             |
| Other                             | 3             | 0                | (3)            | N/A           | 3             | 0                | (3)            | N/A           | 7             | 10            |
| <b>Total Expenditures</b>         | <b>23</b>     | <b>2,585</b>     | <b>2,562</b>   | <b>99.1</b>   | <b>23</b>     | <b>2,585</b>     | <b>2,562</b>   | <b>99.1</b>   | <b>1,090</b>  | <b>1,155</b>  |
| Transfers In (Out)                | 0             | 0                | 0              | N/A           | 0             | 0                | 0              | N/A           | 0             | 0             |
| <b>Operating Excess (Deficit)</b> | <b>(\$17)</b> | <b>(\$4,021)</b> | <b>\$4,004</b> | <b>99.6</b>   | <b>(\$17)</b> | <b>(\$4,021)</b> | <b>\$4,004</b> | <b>99.6</b>   | <b>\$0</b>    | <b>(\$65)</b> |

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

|                                   | CURRENT MONTH    |                  |                |               | YEAR-TO-DATE     |                  |                |               | ANNUAL BUDGET |               |
|-----------------------------------|------------------|------------------|----------------|---------------|------------------|------------------|----------------|---------------|---------------|---------------|
|                                   | FY2015           | FY2014           | \$<br>Variance | %<br>Variance | FY2015           | FY2014           | \$<br>Variance | %<br>Variance | Adopted       | Revised       |
| <u>Revenues</u>                   |                  |                  |                |               |                  |                  |                |               |               |               |
| Levy                              | \$0              | \$0              | \$0            | N/A           | \$0              | \$0              | \$0            | N/A           | \$17,737      | \$18,512      |
| Interest                          | 0                | (1)              | 1              | 100.0         | 0                | (1)              | 1              | 100.0         | 0             | 0             |
| Tuition, Fees, Admissions         | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| Other Local Revenues              | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| State Sources                     | 171              | 41               | 130            | 317.7         | 171              | 41               | 130            | 317.7         | 2,709         | 1,934         |
| Federal Aids from MDE             | 503              | 571              | (68)           | (11.9)        | 503              | 571              | (68)           | (11.9)        | 0             | 0             |
| Federal Direct Aids               | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 1,084         | 1,084         |
| Local Sales                       | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| Sale of Bonds or Loans            | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| <b>Total Revenues</b>             | <b>674</b>       | <b>611</b>       | <b>63</b>      | <b>10.3</b>   | <b>674</b>       | <b>611</b>       | <b>63</b>      | <b>10.3</b>   | <b>21,530</b> | <b>21,530</b> |
| <u>Expenditures</u>               |                  |                  |                |               |                  |                  |                |               |               |               |
| Salaries                          | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| Benefits                          | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| Purchased Services                | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| Supplies & Materials              | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| Chargebacks                       | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| Capital Expenditures              | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| Debt Service                      | 4,911            | 5,222            | 311            | 5.9           | 4,911            | 5,222            | 311            | 5.9           | 21,171        | 21,171        |
| Other                             | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| <b>Total Expenditures</b>         | <b>4,911</b>     | <b>5,222</b>     | <b>311</b>     | <b>5.9</b>    | <b>4,911</b>     | <b>5,222</b>     | <b>311</b>     | <b>5.9</b>    | <b>21,171</b> | <b>21,171</b> |
| Transfers In (Out)                | 0                | 0                | 0              | N/A           | 0                | 0                | 0              | N/A           | 0             | 0             |
| <b>Operating Excess (Deficit)</b> | <b>(\$4,237)</b> | <b>(\$4,611)</b> | <b>\$374</b>   | <b>8.1</b>    | <b>(\$4,237)</b> | <b>(\$4,611)</b> | <b>\$374</b>   | <b>8.1</b>    | <b>\$359</b>  | <b>\$359</b>  |

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

|                                   | CURRENT MONTH |               |                |               | YEAR-TO-DATE |               |                |               | ANNUAL BUDGET |             |
|-----------------------------------|---------------|---------------|----------------|---------------|--------------|---------------|----------------|---------------|---------------|-------------|
|                                   | FY2015        | FY2014        | \$<br>Variance | %<br>Variance | FY2015       | FY2014        | \$<br>Variance | %<br>Variance | Adopted       | Revised     |
| <u>Revenues</u>                   |               |               |                |               |              |               |                |               |               |             |
| Levy                              | \$0           | \$0           | \$0            | N/A           | \$0          | \$0           | \$0            | N/A           | \$0           | \$0         |
| Interest                          | 0             | (13)          | 13             | 100.0         | 0            | (13)          | 13             | 100.0         | 19            | 19          |
| Tuition, Fees, Admissions         | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Other Local Revenues              | 1             | 0             | 1              | N/A           | 1            | 0             | 1              | N/A           | 200           | 200         |
| State Sources                     | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Federal Aids from MDE             | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Federal Direct Aids               | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Local Sales                       | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Sale of Bonds or Loans            | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| <b>Total Revenues</b>             | <b>1</b>      | <b>(13)</b>   | <b>14</b>      | <b>106.8</b>  | <b>1</b>     | <b>(13)</b>   | <b>14</b>      | <b>106.8</b>  | <b>219</b>    | <b>219</b>  |
| <u>Expenditures</u>               |               |               |                |               |              |               |                |               |               |             |
| Salaries                          | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Benefits                          | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 200           | 200         |
| Purchased Services                | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Supplies & Materials              | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Chargebacks                       | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Capital Expenditures              | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Debt Service                      | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Other                             | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| <b>Total Expenditures</b>         | <b>0</b>      | <b>0</b>      | <b>0</b>       | <b>N/A</b>    | <b>0</b>     | <b>0</b>      | <b>0</b>       | <b>N/A</b>    | <b>200</b>    | <b>200</b>  |
| Transfers In (Out)                | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| <b>Operating Excess (Deficit)</b> | <b>\$1</b>    | <b>(\$13)</b> | <b>\$14</b>    | <b>106.8</b>  | <b>\$1</b>   | <b>(\$13)</b> | <b>\$14</b>    | <b>106.8</b>  | <b>\$19</b>   | <b>\$19</b> |

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

| Revenues                          | CURRENT MONTH |               |                |               | YEAR-TO-DATE |               |                |               | ANNUAL BUDGET |             |
|-----------------------------------|---------------|---------------|----------------|---------------|--------------|---------------|----------------|---------------|---------------|-------------|
|                                   | FY2015        | FY2014        | \$<br>Variance | %<br>Variance | FY2015       | FY2014        | \$<br>Variance | %<br>Variance | Adopted       | Revised     |
| Levy                              | \$0           | \$0           | \$0            | N/A           | \$0          | \$0           | \$0            | N/A           | \$0           | \$0         |
| Interest                          | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Tuition, Fees, Admissions         | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Other Local Revenues              | 162           | 45            | 117            | 260.3         | 162          | 45            | 117            | 260.3         | 785           | 785         |
| State Sources                     | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Federal Aids from MDE             | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Federal Direct Aids               | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Local Sales                       | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Sale of Bonds or Loans            | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| <b>Total Revenues</b>             | <b>162</b>    | <b>45</b>     | <b>117</b>     | <b>260.3</b>  | <b>162</b>   | <b>45</b>     | <b>117</b>     | <b>260.3</b>  | <b>785</b>    | <b>785</b>  |
| <b>Expenditures</b>               |               |               |                |               |              |               |                |               |               |             |
| Salaries                          | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Benefits                          | 58            | 64            | 6              | 10.0          | 58           | 64            | 6              | 10.0          | 690           | 690         |
| Purchased Services                | 4             | 5             | 1              | 12.0          | 4            | 5             | 1              | 12.0          | 54            | 54          |
| Supplies & Materials              | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Chargebacks                       | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Capital Expenditures              | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Debt Service                      | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| Other                             | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| <b>Total Expenditures</b>         | <b>62</b>     | <b>69</b>     | <b>7</b>       | <b>10.2</b>   | <b>62</b>    | <b>69</b>     | <b>7</b>       | <b>10.2</b>   | <b>744</b>    | <b>744</b>  |
| Transfers In (Out)                | 0             | 0             | 0              | N/A           | 0            | 0             | 0              | N/A           | 0             | 0           |
| <b>Operating Excess (Deficit)</b> | <b>\$100</b>  | <b>(\$24)</b> | <b>\$124</b>   | <b>517.2</b>  | <b>\$100</b> | <b>(\$24)</b> | <b>\$124</b>   | <b>517.2</b>  | <b>\$41</b>   | <b>\$41</b> |

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

|                                   | CURRENT MONTH |            |                |               | YEAR-TO-DATE |            |                |               | ANNUAL BUDGET |              |
|-----------------------------------|---------------|------------|----------------|---------------|--------------|------------|----------------|---------------|---------------|--------------|
|                                   | FY2015        | FY2014     | \$<br>Variance | %<br>Variance | FY2015       | FY2014     | \$<br>Variance | %<br>Variance | Adopted       | Revised      |
| <u>Revenues</u>                   |               |            |                |               |              |            |                |               |               |              |
| Levy                              | \$0           | \$0        | \$0            | N/A           | \$0          | \$0        | \$0            | N/A           | \$0           | \$0          |
| Interest                          | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 3             | 3            |
| Tuition, Fees, Admissions         | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 899           | 899          |
| Other Local Revenues              | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 201           | 201          |
| State Sources                     | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 0             | 0            |
| Federal Aids from MDE             | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 0             | 0            |
| Federal Direct Aids               | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 0             | 0            |
| Local Sales                       | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 435           | 435          |
| Sale of Bonds or Loans            | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 0             | 0            |
| <b>Total Revenues</b>             | <b>0</b>      | <b>0</b>   | <b>0</b>       | <b>N/A</b>    | <b>0</b>     | <b>0</b>   | <b>0</b>       | <b>N/A</b>    | <b>1,538</b>  | <b>1,538</b> |
| <u>Expenditures</u>               |               |            |                |               |              |            |                |               |               |              |
| Salaries                          | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 0             | 0            |
| Benefits                          | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 0             | 0            |
| Purchased Services                | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 928           | 928          |
| Supplies & Materials              | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 579           | 579          |
| Chargebacks                       | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 0             | 0            |
| Capital Expenditures              | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 0             | 0            |
| Debt Service                      | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 0             | 0            |
| Other                             | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 31            | 31           |
| <b>Total Expenditures</b>         | <b>0</b>      | <b>0</b>   | <b>0</b>       | <b>N/A</b>    | <b>0</b>     | <b>0</b>   | <b>0</b>       | <b>N/A</b>    | <b>1,538</b>  | <b>1,538</b> |
| Transfers In (Out)                | 0             | 0          | 0              | N/A           | 0            | 0          | 0              | N/A           | 0             | 0            |
| <b>Operating Excess (Deficit)</b> | <b>\$0</b>    | <b>\$0</b> | <b>\$0</b>     | <b>N/A</b>    | <b>\$0</b>   | <b>\$0</b> | <b>\$0</b>     | <b>N/A</b>    | <b>(\$0)</b>  | <b>(\$0)</b> |





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 07/31/2014**

| <u>CHECK DATE</u> | <u>VENDOR ID</u> | <u>DESCRIPTION</u>           | <u>MSDLFA</u> |
|-------------------|------------------|------------------------------|---------------|
| 07/03/2014        | V106466          | CITISTREET FOR MSRS          | 466,006.76    |
| 07/03/2014        | V79764           | DULUTH FEDERATION OF TEA     | 21,909.73     |
| 07/03/2014        | V107231          | DULUTH TEACHERS CREDIT       | 9,167.67      |
| 07/03/2014        | V79711           | DULUTH TEACHERS RETIRE EFT   | 250,766.86    |
| 07/03/2014        | V106637          | EBC - FLEX EFT               | 11,063.25     |
| 07/03/2014        | V106636          | EBC - TSA EFT                | 81,181.03     |
| 07/03/2014        | V79771           | EDUCATION MN CLERICAL        | 12.56         |
| 07/03/2014        | V102915          | FEDERAL 941 PR TAXES         | 516,720.47    |
| 07/03/2014        | V108066          | MG TRUST                     | 85,100.29     |
| 07/03/2014        | V05173           | MN CHILD SUPPORT EFT         | 1,916.34      |
| 07/03/2014        | V108320          | MN DEPT OF REVENUE EFT       | 117.19        |
| 07/03/2014        | V102916          | MN STATE PR TAXES            | 86,858.69     |
| 07/03/2014        | V79708           | PUBLIC EMPLOYEES RETIREMENT  | 46,729.87     |
| 07/03/2014        | V79704           | U S BANK - PY DIRECT DEPOSIT | 1,321,639.25  |
| 07/18/2014        | V106466          | CITISTREET FOR MSRS          | 16,512.41     |
| 07/18/2014        | V79764           | DULUTH FEDERATION OF TEA     | 21,909.73     |
| 07/18/2014        | V107231          | DULUTH TEACHERS CREDIT       | 9,067.67      |
| 07/18/2014        | V79711           | DULUTH TEACHERS RETIRE EFT   | 243,176.48    |
| 07/18/2014        | V106637          | EBC - FLEX EFT               | 11,063.25     |
| 07/18/2014        | V106636          | EBC - TSA EFT                | 88,512.62     |
| 07/18/2014        | V102915          | FEDERAL 941 PR TAXES         | 495,049.64    |
| 07/18/2014        | V108066          | MG TRUST                     | 84,466.99     |
| 07/18/2014        | V05173           | MN CHILD SUPPORT EFT         | 1,916.34      |
| 07/18/2014        | V102916          | MN STATE PR TAXES            | 83,311.51     |
| 07/18/2014        | V79708           | PUBLIC EMPLOYEES RETIREMENT  | 43,253.08     |
| 07/18/2014        | V79704           | U S BANK - PY DIRECT DEPOSIT | 1,260,843.18  |
| 07/29/2014        | V106737          | ASSOCIATED BANK (EFT)        | 1,548,341.25  |
| 07/29/2014        | V06645           | MEDICA HEALTH PLAN (EFT)     | 167,047.30    |
| 07/29/2014        | V106638          | PEIP - HLTH EFT              | 2,280,448.66  |
| 07/29/2014        | V05012           | U S BANK TRUST N A CORP EFT  | 3,363,133.95  |
| 07/29/2014        | V80030           | DELTA DENTAL PLAN OF MN(EFT) | 61,985.77     |
| 07/29/2014        | V104923          | HARRIS BANK                  | 28,584.33     |
| 07/29/2014        | V100499          | MN DEPT OF REVENUE EFT       | 254.00        |
| 07/29/2014        | V05246           | MN UI FUND EFT               | 5,466.10      |
|                   |                  |                              | 12,713,534.22 |

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

**Beginning Investment Balance (June 30, 2014):** **\$ 20,050,780.67**

**Add Purchases:**

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

**Deduct Maturities/Calls/Sales:**

| <u>Date</u>             | <u>Issuer</u>             | <u>Broker</u> | <u>Matures</u> | <u>Yield (YTM)</u>  |               |
|-------------------------|---------------------------|---------------|----------------|---------------------|---------------|
| 07/07                   | Mizrahi Tefahot Bank (CA) | MBS           | 07/07/14       | 0.15%               | \$ 249,000.00 |
| 07/14                   | FHLB                      | MBS           | 07/11/25       | 2.88%               | 759,375.00    |
| 07/14                   | FHLB                      | MBS           | 09/13/24       | 2.66%               | 1,013,750.00  |
| 07/15                   | FHLB                      | MBS           | 02/22/33       | 3.45%               | 1,743,494.00  |
| 07/29                   | Term Series               | PMA           | 07/29/14       | 0.08%               | 2,500,000.00  |
| 07/30                   | Bank of China (NY)        | MBS           | 07/30/14       | 0.20%               | 249,000.00    |
| <b>Total Maturities</b> |                           |               | <b>\$</b>      | <b>6,514,619.00</b> |               |

**Other items:**

|                    |  |           |                   |
|--------------------|--|-----------|-------------------|
| <b>Add:</b>        | Money Market Funds Interest            | \$        | 47.42             |
|                    | Beginning Value Adjustment             |           | 0.00              |
|                    | Other Interest/Cash Balance on Account |           | -249,000.00       |
| <b>Deduct:</b>     | Transaction Fees/Other                 |           | 0.00              |
|                    | Market Value Adjustment                |           | -216,003.55       |
| <b>Total Other</b> |  | <b>\$</b> | <b>-32,949.03</b> |

**Ending Investment Balance (July 31, 2014)** **\$ 13,503,212.64**

Note: Ending Investment Balance as of July 31, 2013 was \$8,791,407.89



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

**MEMORANDUM**

To: Bill Hanson, CFO/Executive Director of Business Services  
From: Tony Kelekovich, <sup>TK</sup> Supervisor of Purchasing  
Subject: Bid-1235 Bakery Products  
Date: August 27, 2014

Bids for the production and delivery of bakery products for Child Nutrition – District Wide for the period October 1, 2014 through June 30, 2015 were advertised in the Duluth News Tribune and sent to six (6) area vendors. There were three (3) responses:

| <u>VENDOR</u>                            | <u>AMOUNT</u>                 |
|--|-------------------------------|
| POSITIVELY 3 <sup>RD</sup> STREET BAKERY | \$ 18,275.00 (4 items)        |
| BIMBO BAKERIES (SARA LEE)                | \$ 25,912.49 (5 items)        |
| <b>PAN-O-GOLD</b>                        | <b>\$ 27,019.32 (7 items)</b> |

It is recommended that the low bid meeting specification as submitted by Pan-O-Gold in the total (estimated) amount for the first year of \$27,019.32 be accepted. This was the only bid that included a price on all seven (7) requested items. The second year renewal by mutual agreement is subject to the same conditions shown in the specifications.

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

**Program:** Child Nutrition – District Wide

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

VENDOR LIST/TABULATION

BID-1235 PIZZA

|  |                     |
|--|---------------------|
| Bimbo Bakeries USA (Sara Lee)<br>Superior WI | \$ 25,912.49        |
| Great Harvest Bread Company<br>Duluth MN     | No Response         |
| Johnson's Bakery<br>Duluth MN                | No Response         |
| <b>Pan-O-Gold<br/>Duluth MN</b>              | <b>\$ 27,019.32</b> |
| Positively 3rg Street Bakery<br>Duluth MN    | \$ 18,275.00        |
| Twig Bakery<br>Duluth MN                     | No Response         |

August 27, 2014

To: Anton Kelekovich, Supervisor Purchasing

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



SUBJECT: Bakery Products Bid 1235

Three vendors submitted bids for the Bakery Products Bid 1235

Pan-O-Gold Baking Company 444 E ST Germain Street, St. Cloud MN 56302.

Sara Lee Bimbo Bakeries USA 1607 North 6<sup>th</sup> Street, Superior WI 54880.

Positively 3<sup>rd</sup> Street Bakery 1202 East 3<sup>rd</sup> Street, Duluth, MN 55805.

Bid summary is below:

Pan-O-Gold Baking Company, bid on all 7 items for a total cost of \$27,019.32.

Sara Lee Bimbo Bakeries USA bid on 5 of the 7 items for a total cost of \$25,912.49.

Positively 3<sup>rd</sup> Street Bakery bid on 4 of the 7 items for a total cost of \$18,275.00.

Based on Pan-O-Gold Baking Company's complete bid on all 7 items, I recommend the bid be awarded to Pan-O-Gold.

## Signing Instructions:

Two original copies of the following documents have been signed by SunGard and included in this packet:

1. Addendum and Exhibits

Please **sign and date** the flagged page and return **one** signed original:

SunGard Public Sector Inc.  
(d/b/a SunGard K-12 Education)  
3 West Broad Street  
Bethlehem, PA 18018  
Telephone: 610-691-3616  
Toll Free: 866-905-8989  
Fax: 610-954-8378  
Attn: David Madea, VP of Finance

Questions regarding this Agreement should be directed to:

Attn: Christian Meyer  
Telephone: 866-905-8989 ext. 22847  
Email: [Christian.meyer@sungardps.com](mailto:Christian.meyer@sungardps.com)

To avoid delays in all correspondence, please provide billing and other pertinent information in the space below:

Address:

---

Billing Attention:

---

Other:

---

---

---

**Thank you!**

CONTRACT NO. 2221

SunGard Public Sector Inc.  
d/b/a "SUNGARD K-12 EDUCATION"

ADDENDUM

**Client:**

Independent School District 709  
215 North 1<sup>st</sup> Avenue E.  
Duluth, MN 55802-2058  
Telephone: 218-336-8700 ext. 1051  
Fax: 218-336-8773  
Attn: Robin Evanson

**Licensor:**

SunGard K-12 Education  
3 West Broad Street  
Bethlehem, PA 18018  
Telephone: (610) 691-3616  
Fax: (610) 954-8378

SunGard K-12 Education and Client agree to amend their existing agreement, dated July 7, 2000, to add the following as attached hereto and part of this Addendum.

**EXHIBITS**

**EXHIBIT A: PROFESSIONAL SERVICES QUOTE/WORK ORDER**

All terms and conditions of the existing Agreement shall remain in effect (with the exception of any conditions, prices and payment terms indicated herein). For payment terms, refer to the payment schedule in Exhibit A.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.

**Independent School District 709**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**SunGard Public Sector Inc.**

BY:  \_\_\_\_\_

PRINT NAME: Bronne J. Bruzgo

PRINT TITLE: Vice President, Sales

DATE SIGNED: August 14, 2014

# SUNGARD® K-12 EDUCATION

3 W Broad Street, Suite 1, Bethlehem, PA 18018  
 www.sungard.com/k-12 • tel 866 905-8989 • fax 530 345-5327

# Exhibit A - Professional Services Quote/Work Order

**Client:** Independent School District #709  
**Requested By:** Roberta Evanson  
**Requestor Email Address:** [roberta.evanson@isd709.org](mailto:roberta.evanson@isd709.org)  
**Requestor Phone Number:** (218) 336-8700 x1051

**Date of Request:** August 13, 2014  
**SunGard Contact:** Christian Meyer  
**SunGard Contact Email:** [christian.meyer@sungardps.com](mailto:christian.meyer@sungardps.com)

| Duration  | Service Description-Location/Method*   | Fee   |
|---|--|---|
| See Exhibit A   | <p><b>BusinessPLUS 7.9 Upgrade and SQL Migration Services</b><br/>                     See Exhibit A for Detail</p> <ul style="list-style-type: none"> <li>• 7.9 Upgrade and SQL Migration Services</li> <li>• 7.9 Upgrade and SQL Migration Fixed Fee Services</li> <li>• Remote Project Management Fixed Fee Services</li> </ul> | <p>\$90,232.00 Billed as incurred<br/>                     \$ 9,000.00 Due on Execution<br/>                     \$17,350.00 Due on Execution</p> |
| <b>Total Cost: \$116,582.00</b>   |  |   |
| <p><b>General Notes:</b> Cancellation Policy: 21 days advanced notice to cancel scheduled service is required. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the total quoted service cost. For any cancellation of onsite services, any non-refundable travel expenses will be invoiced to Client at cost.</p> |  |   |
| <p>Services not completed within 18 months of Date of Request will be subject to price change that will be based on the then current rates.</p>   |  |   |
| <b>Estimated Start Date: August 2014</b>  |  | <b>Estimated End Date: January 2015</b>   |

**Location/Method:** C – Customer Facility    SP – SunGard Facility    I – Internet-Based    IC- Internet-Based with Closed Captioning    T-Telephone

# SUNGARD® K-12 EDUCATION

3 W Broad Street, Suite 1, Bethlehem, PA 18018  
www.sungard.com/k-12 • tel 866 905-8989 • fax 530 345-5327

# Exhibit A - Professional Services Quote/Work Order

## 1. STATEMENT OF WORK

The amounts indicated above are estimates only based on current information and expectations, and the actual amounts provided may be greater or fewer in number. The estimated start date for the services provided hereunder and the estimated end date for such services shall not be deemed to be a representation by SunGard K-12 Education that particular services will begin or be completed on such dates, but are merely estimates provided for preliminary scheduling and planning purposes.

## 2. PROFESSIONAL FEES AND PAYMENT SCHEDULE

SunGard K-12 Education will invoice Client monthly for services rendered unless otherwise indicated. Requests for any additional services beyond those set forth herein will be provided at SunGard K-12 Education's then-current rates.

I hereby authorize SunGard K-12 Education to perform the services listed above.

Authorized Signature \_\_\_\_\_

Purchase Order Number (or attach P.O.) \_\_\_\_\_



Check the box if submitting electronically. I agree to the terms above and have authorization for these services.

Travel and living expenses are not included in the fee and will be invoiced monthly as such expenses are incurred.

## 3. AUTHORIZATION

An authorized signature and a purchase order number are required to confirm your intent to proceed with this Work Order unless otherwise indicated. By assigning a purchase order number, you are agreeing to the terms and conditions in this document. Preprinted conditions and all other terms and conditions not included in this Work Order or in the underlying base Agreement stated on any purchase order or other document submitted hereafter by customer are of no force or effect, and the terms and conditions of the base Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard K-12 Education to Client.

**EXHIBIT A - DETAILS**

**7.9 Implementation and SQL Migration Services Detail**

| Task Description  | Hours     | Rate     | Total      |
|---|-----------|----------|------------|
| <b>7.9 Implementation and SQL Migration Services</b>                  |           |          |            |
| <b>SQL Migration and Upgrade</b>                                      |           |          |            |
| 7.6 to 7.9.8 Upgrade / UNIX to Windows/SQL Migration                  | Fixed Fee |          | \$9,000.00 |
| - Initial install and data migration                                  |           |          | Included   |
| - Parallel/Mock migration   |           |          | Included   |
| - Final migration   |           |          | Included   |
| - Weekend uplift (standard fee is waived - ASP)                       |           |          | Included   |
| <b>Training/Consulting on Current Modules &amp; New Functionality</b> |           |          |            |
| 7.9 Security Training and Consulting - 4 DLs                          | 10.68     | \$160.00 | \$1,708.80 |
| 7i Navigation Overview - 1 DL   | 2.67      | \$160.00 | \$427.20   |
| Dashboard Training - 2 DLs  | 5.34      | \$160.00 | \$854.40   |
| GL Orientation and New Functionality (7i and 7.9) - 3 DLs             | 8.01      | \$160.00 | \$1,281.60 |
| Purchasing and Person Entity (7i and 7.9) - 2 DLs                     | 5.34      | \$160.00 | \$854.40   |
| Accounts Payable & Bank Reconciliation - 2 DLs                        | 5.34      | \$160.00 | \$854.40   |
| Accounts Receivable & Cash Receipts - 2 DLs                           | 5.34      | \$160.00 | \$854.40   |
| Fixed Assets - 1 DL   | 2.67      | \$160.00 | \$427.20   |
| Stores Inventory - 1 DL   | 2.67      | \$160.00 | \$427.20   |
| HR Orientation - 3 DLs  | 2.67      | \$160.00 | \$427.20   |
| Payroll Analysis - 1 DL   | 8.01      | \$160.00 | \$1,281.60 |
| Payroll Orientation - 1 DL  | 2.67      | \$160.00 | \$427.20   |
| Payroll Set-up (Remote; Consultant Only) - Initial, mock and final    | 18        | \$160.00 | \$2,880.00 |
| Payroll Contracts - 6 DLs   | 16.02     | \$160.00 | \$2,563.20 |
| Parallel Payroll support - 2 DLs                                      | 5.34      | \$160.00 | \$854.40   |
| SubTracker configuration - 8 DLs                                      | 21.36     | \$160.00 | \$3,417.60 |
| Employee Online - 2 DLs   | 5.34      | \$160.00 | \$854.40   |
| CDD/Workflow Analysis and Retrofitting for SQL                        | 16        | \$160.00 | \$2,560.00 |

**7.9 Implementation and SQL Migration Services Detail - Continued**

| Task Description  | Hours     | Rate             | Total               |
|---|-----------|------------------|---------------------|
| <b>Business Process Reviews and Reengineering</b>                                   |           |                  |                     |
| Business Process Review (GL & Core Financials)                                      | 42.67     | \$200.00         | \$8,534.00          |
| Business Process Review (Payroll/Human Resources)                                   | 42.67     | \$200.00         | \$8,534.00          |
| Post-BPR Training and Consulting Services (estimate to be used as needed after BPR) | 120       | \$160.00         | \$19,200.00         |
| Post-BPR CDD/Workflow Development (estimate to be used as needed after BPR)         | 80        | \$160.00         | \$12,800.00         |
| Development Discovery Call (interfaces, check writers, EO, bank files, SubTracker)  | 8         | \$187.50         | \$1,500.00          |
| Post-Discovery Development (estimate to be used as needed after Discovery)          | 80        | \$187.50         | \$15,000.00         |
| <b>Go Live Support</b>  |           |                  |                     |
| HR/PY Go Live - 2 DLs   | 5.34      | \$160.00         | \$854.40            |
| Core Financial Go Live - 2 DLs  | 5.34      | \$160.00         | \$854.40            |
| <b>Remote Project Management Fee</b>  |           |                  |                     |
|   |           | <b>SubTotal:</b> | \$99,232.00         |
|   | Fixed Fee |                  | \$17,350.00         |
|   |           | <b>Total:</b>    | <b>\$116,582.00</b> |

**NOTES**

1. The hours listed above are estimated based on SunGard's experience working on other 7.9 implementations.

# Signing Instructions:

Two original copies of the following documents have been signed by SunGard and included in this packet:

1. Addendum and Exhibits

Please **sign and date** the flagged page and return one signed original:

SunGard Public Sector Inc.  
(d/b/a SunGard K-12 Education)  
3 West Broad Street  
Bethlehem, PA 18018  
Telephone: 610-691-3616  
Toll Free: 866-905-8989  
Fax: 610-954-8378  
Attn: David Madea, VP of Finance

Questions regarding this Agreement should be directed to:

Attn: Christian Meyer  
Telephone: 866-905-8989 ext. 22847  
Email: christian.meyer@sungardps.com

To avoid delays in all correspondence, please provide billing and other pertinent information in the space below:

Address: \_\_\_\_\_  
Billing Attention: \_\_\_\_\_  
Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Thank you!**

CONTRACT NO. 2222

SunGard Public Sector Inc.  
d/b/a "SUNGARD K-12 EDUCATION"

ADDENDUM

**Client:**

Independent School District 709  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802-2058  
Telephone: 218-336-8700 ext. 1051  
Fax: 218-336-8773  
Attn: Robin Evanson

**Licensor:**

SunGard K-12 Education  
3 West Broad Street  
Bethlehem, PA 18018  
Telephone: (610) 691-3616  
Fax: (610) 954-8378

SunGard K-12 Education and Client agree to amend their existing agreement, dated July 7, 2000, to add the following as attached hereto and part of this Addendum.

**EXHIBITS TO ORDER FORM**

**EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE**

**EXHIBIT B: LICENSED SOFTWARE AND SERVICES**

- 1. Software (Perpetual License)
  - i. BusinessPLUS
- 2. Professional Services
  - i. BusinessPLUS
- 3. Hardware Components
- 4. Pricing Notes

All terms and conditions of the existing Agreement shall remain in effect (with the exception of any conditions, prices and payment terms indicated herein). For payment terms, refer to the payment schedule in Exhibit A.

Delivery Date is the date on which SunGard K-12 Education first ships the Component System to the Delivery Address F.O.B. SunGard K-12 Education's place of shipment.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.

**Independent School District 709**

**SunGard Public Sector Inc.**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: Bronne J. Bruzgo

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: Vice President, Sales

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: August 14, 2014

**EXHIBIT A: PAYMENT SCHEDULE**

**LICENSED SOFTWARE AND SERVICES**

|  |  |                                     |
|--|--|-------------------------------------|
| 1  | <b>Software (Perpetual License)</b><br>(refer to Exhibit B for detail)<br><b>BusinessPLUS</b><br>100% due upon Software Delivery   | \$10,073<br><br>\$10,073            |
| 2  | <b>Professional Services</b><br>(refer to Exhibit B for detail)<br><br><b>Fixed Fee Services</b><br>100% due upon Execution Date<br><br><b>Other Services</b><br>Due monthly as incurred | \$2,220<br><br>\$300<br><br>\$1,920 |
| 3  | <b>Hardware Components</b><br>(refer to Exhibit B for detail)<br>Including Installation and Integration<br>100% due upon Execution Date  | \$750                               |
| <b>TOTAL SOFTWARE AND SERVICES <sup>(1)</sup>:</b> |  | <b>\$13,043</b>                     |

<sup>1</sup> Travel and living expenses are not included in this Professional Services cost.

**YEAR 2 MAINTENANCE <sup>(1)</sup>**

|                                  |                                       |                |
|----------------------------------|---------------------------------------|----------------|
| 1                                | <b>Perpetual Software Maintenance</b> | \$1,748        |
| <b>TOTAL YEAR 2 MAINTENANCE:</b> |                                       | <b>\$1,748</b> |

<sup>1</sup> Maintenance after the first Contract Year is optional, and will renew on a Contract Year-to Contract Year basis, unless Client elects not to renew Maintenance for the upcoming Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Either party has the option to elect not to renew Maintenance after the second Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Maintenance fees for each subsequent Contract Year are payable within one year commencing with the month this Agreement is signed based on the Order Form to which these Exhibits are attached. Maintenance fees for the third Contract Year and for each subsequent Contract Year are subject to annual escalation and will be specified by SunGard K-12 Education in an annual invoice provided to Client at least ninety (90) days prior to the expiration of the then-current Contract Year.

**EXHIBIT B: LICENSED SOFTWARE AND SERVICES**

**1. SOFTWARE (Perpetual License)**

| <b>BusinessPLUS</b>                    |                    | <b>Software</b>             |  |
|--|--------------------|-----------------------------|--|
| <b>Applications</b>                    | <b>License Fee</b> | <b>2nd Year Maintenance</b> |  |
| <b>Tools</b>                           |                    |                             |  |
| (16) Webform Productivity Pack         | 10,073             | 1,748                       |  |
| <b>Subtotal Proposed Applications:</b> | <b>\$10,073</b>    | <b>\$1,748</b>              |  |

**BusinessPLUS Footnotes:**

- 1 First year maintenance and support included at no additional cost.
- 16 The Webform Productivity Pack consists of webforms for: Budget Transfer, Direct Reimbursement, Personal Time Off, Travel Advance, Travel Reimbursement, and Vendor Request.

**2. PROFESSIONAL SERVICES**

| <b>BusinessPLUS</b>                    |                        | <b>Professional Services</b> |                |
|--|------------------------|------------------------------|----------------|
| <b>OnTrack Consulting and Training</b> | <b>Consulting Days</b> | <b>Training Days</b>         | <b>Price</b>   |
| Webform Productivity Pack              | -                      | 1.50                         | 1,920          |
| <b>Subtotal Proposed Services:</b>     | <b>-</b>               | <b>1.50</b>                  | <b>\$1,920</b> |

| <b>Value Added Services</b>        | <b>Days</b> | <b>Price</b> | <b>2nd Year Maintenance</b> |
|------------------------------------|-------------|--------------|-----------------------------|
| Remote Project Manager             | Fixed Fee   | 300          | N/A                         |
| <b>Subtotal Proposed Services:</b> | <b>-</b>    | <b>\$300</b> | <b>-</b>                    |

|  |                |
|--|----------------|
| <b>TOTAL BusinessPLUS Proposed Services:</b> | <b>\$2,220</b> |
|--|----------------|

### 3. HARDWARE COMPONENTS

| Hardware Components                    |             |
|--|-------------|
| <b>Hardware Equipment and Services</b> | <b>Cost</b> |
| Installation Services                  | \$750       |

### 4. PRICING NOTES

- 1 SunGard K-12 Education's pricing for services are bill as incurred unless otherwise indicated within the Payment Summary and Schedule.
- 2 Training and Consulting services are provided through a Blended learning approach; comprised of instructor lead onsite, distant learning (webex), and self-paced on-line elearning. The method of blended learning is determined by content.
- 3 Travel and living expenses are not included in the Professional Services costs.
- 4 Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with your Project Manager. Any services required beyond those days indicated will be performed at our then current rates.
- 5 Training day counts are based on a maximum class size of 16 individuals. SunGard K-12 Education training methodology is based on a train-the-trainer deployment.
- 6 The schedule for the above Training, Consulting and Professional Development services will occur as mutually agreed by SunGard K-12 Education and client and as documented in a training agenda that will be sent to the client. SunGard K-12 Education's cancellation policy requires a 21-day advance notice to cancel scheduled training. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the quoted cost. For any cancellation of on-site services, any non-refundable travel expenses will be invoiced to your organization at cost.
- 7 SunGard K-12 Education's current Professional Services rates are as follows:
  - Training / Consulting Rate: 1,280 per day.
  - Data Conversion (BusinessPLUS): 1,280 per day, Data Conversion (eSchoolPLUS, IEPPLUS, eFinancePLUS) Rate: 1,500 per day.
  - Custom Programming Rate: 1,500 per day.
  - Project Management / Business Process Review / Schools Interoperability Framework (SIF) Rate: 1,600 per day.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11th day of August, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Myers-Wilkins Community School Collaborative, 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 September 1<sup>st</sup>, 2014 and shall remain in effect until June 30<sup>th</sup>, 2015 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

### **2. Performance.**

**Program Description:** PACE (Programs for Academic and Cultural Enrichment).

The Summer School and After-School programming will provide students at Myers-Wilkins safe, nurturing, and enriching experiences designed to help build students' academic, creative and life skills.

**Location:** Myers-Wilkins Community School Collaborative

**Schedule:** Meets Monday - Thursdays  
2:30-5:00 p.m. October 2014-May 2015  
8:30-12:30a.m. June 2015- July 2015

### **Program goals:**

1. Improve academic and social achievement of 60+ Myers-Wilkins students through tutoring and enrichment activities employing well-trained, culturally competent staff.
2. Maintain clear, on-going communication between classroom teachers and after-school and summer staff to identify students' needs and goals.
3. Provide high-quality programming, through highly engaging arts, literacy, science, language, leadership and health/recreation activities in an after-school setting.
4. Ensure equitable access to after-school and summer programming.
5. Foster positive relationships between school, home(parents) and community and increase parent involvement.

### **Outcomes for Participants:**

1. By the end of the 2014-15 school year, or the end of summer program, 90% of the participating students will have reached 90% of their personal academic goals.
2. Within two weeks of beginning a program, 100% of the students who participate in the afterschool COMPASS program or summer school academic program will have an individual learning plan with clearly stated goals and outcomes.

3. Student participants will develop robust vocabulary, knowledge, and skills in their chosen class topics.
4. Provide safe, reliable transportation for students.
5. Increased parent engagement and communication through parent advisory Council, Parent/community focus groups, volunteer opportunities, family classes and/or special events. Family Liaison's will contact families monthly through phone conversations or in person, in addition to a monthly newsletter.

### **Program Design:**

Beginning in October of 2014 approximately 60 referred students will participate in after-school enrichment classes focused on academic support, Social Emotional Learning, and STEM education. Students will receive structured, academic instruction 3 days a week, taught by certified teachers and supported by additional staff and volunteers. In addition, once a week, students will have a choice of a science, arts, literacy, language, leadership, or health/recreation based class. Each of the classes will meet for 10-12 weeks 4 times per week. Each student enrolled in the COMPASS program will have an assigned family liaison and an Individual Learning Plan.

The program will conclude in May with a family and community event highlighting students' work through a slide show, performances and exhibits. Transportation and meals are provided for all family events.

The Executive Director and Director of Youth Services will be responsible for orchestrating the logistics of enrollment, implementation and transportation; providing a nutritious snack, and program support for the students, families, instructors, and volunteers involved in this program. In addition, they will coordinate family events/classes and collaboration other organizations and individuals offering programs and supports to families within the school.

The Family liaisons work directly with students, developing and implementing curriculum and assessments. They recruit, train, and supervise volunteers, work-study students and Americorp members. They meet with teachers on an on-going basis to identify student goals, progress, and needed supports. Family liaisons, Americorp members, community instructors and EXCEL teachers will provide instruction and coaching with assistance from work-study students and college/community volunteers.

The MWCSC will be responsible for maintaining program fidelity in accordance with the specified outcomes and implementation design. Appropriate assessment tools for measuring outcomes and reporting results will be the responsibility of the MWCSC in partnership with Myers-Wilkins administrators. A final report and will be submitted to ISD #709 Administration at the conclusion of this contract.

MWCSC will be responsible for recruitment, training, support and compensation (through funds requested in this contract) of the project coordinators and contracted instructors. MWCSC will also purchase (using funds requested in this contract) supplies required for the program. MWCSC will be responsible for the costs of transportation (through funds requested in this contract).

### **Assessment:**

Student outcomes will be reported 3 times annual through compilation of attendance data, surveys, and pre-post assessments. A summary report with the assessments results will be submitted to ISD#709 in December, 2014, May 2015, and August 2015.

### 3. Projected Budget:

| Cost Item Description                      | Purpose  | Outcome  | Annual Cost<br>9/1/14-6/30/15   |
|--|--|--|---|
| <b>Executive Director</b>                  | Manage collaborations with organizations and individuals providing programming for youth and families.   | Smooth operation of programming for youth families; including events and classes. Increase parental engagement and provide additional resources and services for families. | \$8616.69 salary & taxes<br>10 hrs./week for 10 months  |
| <b>Director of Youth Services</b>          | Coordinate logistics of enrollment, training, implementation, transportation building use and obtaining materials.                                 | Smooth operation of all after-school programming.  | \$7,817.33 salary & taxes<br>10 hrs/week for 10 months  |
| <b>Family Liaison</b>                      | Develop and Implement educational social emotional curriculum. Collaborate with teachers to develop ILP's and provide needed support for students. | Provide safe, nurturing and enriching experiences designed to help build students' academic, creative and life skills.   | \$6,644.73 Salary & taxes<br>10 hrs/week for 10 months  |
| <b>Program Supplies</b>                    | Supplies needed for classes and events: notebooks, pens, manipulative, books, art and science supplies, ect.                                       | Provide supplies needed for engaging programming.  | <b>\$371.25</b>   |
| <b>Meal Prep and Serving</b>               | Ensure a healthy meal is served for families prior to events, classes and parent advisory council.   | Convenience for families; encourages consistent attendance and involvement.  | 10 events x 4hr./ week x \$11hr.<br><b>Total: \$550</b>   |
| <b>Transportation:</b>                     | Provide Bussing for students during the school year and summer programs.<br>Provide transportation for families for school events.                 | Maintain consistent attendance and provide equitable access for all students.<br>Provide equitable access for all families to participate in events and school             | After-school and summer bussing for students/<br>transportation for families for special events.<br><b>Total Cost: \$16,000</b> |
| <b>Total Cost for<br/>9/1/14 – 6/30/15</b> |  |  | <b>\$40,000</b>   |

**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 \$ 40,000. 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.

**Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis with documentation, using the Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.

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

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

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

8. **Notices.** All notices to be given by Contractor to District, shall be deemed to have been given by depositing the same in writing in the United States Mail care of \_\_\_\_\_, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Myers-Wilkins Community School Collaborative, 108 East 6<sup>th</sup> Street, Duluth, MN 55805 Attn: Jennifer Eddy, Executive Director.

**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.

**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.

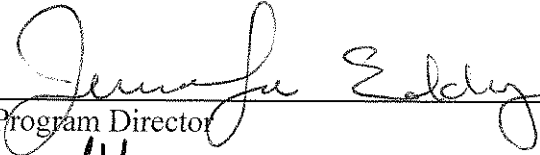
**Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

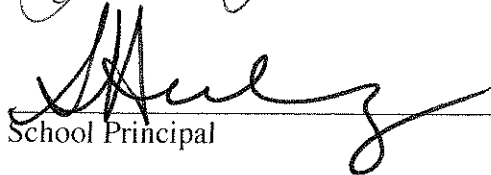
**Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates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

**Insurance.** (If applicable)

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

Myers-Wilkins Community School Collaborative      41-2002724      8/7/14  
Contractor      SSN/ Tax Identification Number      Date

 \_\_\_\_\_      8/13/14  
Program Director      Date

 \_\_\_\_\_      8/13/14  
School Principal      Date

\_\_\_\_\_  
Director of Business Service / Superintendent of Schools      Date



# MYERS-WILKINS COMMUNITY SCHOOL COLLABORATIVE

A partnership dedicated to youth development, lifelong learning, celebration of diversity and community engagement.

## INVOICE

Date:

Attn:

ISD # 709

215 N. First Ave. E.

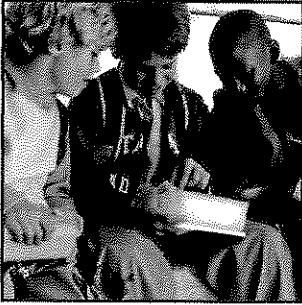
Duluth, MN 55802

SAMPLE

| Date | Description  | Amount            |
|------|--|-------------------|
|      | <p>Myers-Wilkins Community School Collaborative: PACE program</p> <p>30% of total contract total (\$24,400) reimbursement for:</p> <p>Executive Director Salary /Taxes (partial)           \$</p> <p>Director of Youth Services Salary/Taxes (partial)   \$</p> <p>Family Liaison Salary/Taxes (partial)               \$</p> <p>Transportation:   \$</p> <p>Program Supplies:   \$</p> <p>Meal Prep/Service:   \$</p> | \$ (Total Amount) |
|      | <b>TOTAL</b>   | \$                |

From: Myers-Wilkins Community School Collaborative  
1027 N. 8<sup>th</sup> Ave. E.  
Duluth, MN 55805

# Section 4: Cost Proposal



In order to meet the Duluth Public Schools's planning and scheduling needs, RSP & Associates has prioritized the most important data/reports in which that analysis should take place. Below is the services and costs as requested:

## ***Investing in your Students' Future for World Class Education***

### **2014/2015 School Year (Requested in Proposal)**

|  |  |
|--|--|
| Enrollment Analysis (Building Level and Grade) | \$12,000 (General Demographics Included)                   |
| Demographic Analysis - Option 1                | Included in Enrollment Analysis (Building Level)           |
| Boundary Analysis                              | \$8,000  |
| Presentation of Analysis to BOE                | Included in Enrollment Analysis (Building Level and Grade) |
| County/City Data                               | <i>Not Sure of the Cost</i>                                |

*Note: The Maximum cost GIS data is preferred to allow for advanced analysis the district may need. Recommend negotiate with the County and/or City.*

Travel costs will be determined by staff assigned and scope of service and will be submitted to Duluth Public Schools for approval prior to making (Specifically for public facilitation of attendance areas)

### **Enhanced Services**

|                                 |                      |
|---------------------------------|----------------------|
| Demographic Analysis - Option 2 | \$12,000             |
| Boundary Public Engagement      | \$32,000 to \$36,000 |
| Address Locator                 | \$10,000             |

*Note: Need to have Boundary Analysis with this option and this is a process as many as 9 total meetings facilitated by RSP staff - typically two trained facilitators with one person a current/former educational administrator*

### **Included in the Cost For Services Provided**

- Time required to meet with City/County staff, developers, and builders
- Use of web technology to have remote conferences with administration
- Statistical accuracy of between 97% and 100%
- Recommendation from an unbiased 3rd party whom has extensive education and planning experience
- The ability for the District to make sound planning decisions for its students

*The Scope of Service can be modified or tailored to Duluth Public Schools needs or timing, as well as any cost limitations to ensure the best decisions can be made for students.*

*The district's enrollment should be annually monitored to understand enrollment trends, tracking of those trends, capacity of facilities, site location of any facility, and assessing if a boundary change will be required, ensuring a balance of enrollment at each facility.*

**RESOLUTION**

**Maximum Levy Certification**

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 16, 2014 at 6:30 PM the Board Room of the Historic Old Central High School, and will receive input from the public on the proposed certified levy for 2014 payable in 2015,

THEREFORE BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2014 payable 2015 at the maximum amount.

Expenditure Contracts Signed – August 2014

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

Expenditure Contracts

| <u>Name</u>                   | <u>Amount</u> | <u>Source</u> | <u>Description</u>  |
|-------------------------------|---------------|---------------|---|
| ASCD                          | 275.00        | General       | Software License  |
| Heather Tomczak               | 900.00        | General       | Curriculum Planning Team                                  |
| Amanda Gilderman              | 15,000.00     | Spec Serv     | Sign Language Interpreter Services                        |
| Mark Garrison                 | 1,200.00      | Tech          | Summer Tech Camp  |
| Julia Williams                | 4,950.00      | General       | Site Decision Training                                    |
| Kathy Alberio                 | 15,000.00     | Spec Serv     | Sign Language Interpreter Services                        |
| John Ivey Thomas Assoc., Inc. | 1,900.00      | Facilities    | Architectural Services for Renovations to HOCHS           |
| BLB Consulting, LLC           | 9,900.00      | Facilities    | SchoolDude Preventative Maintenance – Consulting Services |
| Air duct Cleaning Experts     | 1,200.00      | Facilities    | Ductwork cleaning at Lincoln Park                         |
| Jessica Vargason              | 12,000.00     | Headstart     | Nutritionist Services                                     |
| University of Minnesota       | 9,067.00      | Spec Serv     | Speech Language Program                                   |



1703 North Beauregard Street  
Alexandria, VA 22311-1714 USA  
1-703-578-9600 or 1-800-933-2723  
703-575-3926 (fax)  
[www.ascd.org](http://www.ascd.org)

## DOWNLOADABLE PRODUCT LICENSE

**Date:** June 16, 2014

**To:** Duluth Public Schools ("Licensee")  
**Address:** 215 N. 1<sup>st</sup> Avenue East  
Duluth, MN 55802  
**Attn:** Greg L. Jones

**Email:** [Greg.jones@isd709.org](mailto:Greg.jones@isd709.org)  
**Telephone:** 218-310-2524  
**Fax:**

### SECONDARY USE REQUEST

**Date Requested:** June 27, 2014  
**Area of Distribution:** All schools under the jurisdiction of Duluth Public Schools, MN  
**Additional Terms (if any):** n/a

**Language:** English

### ASCD E-PUBLICATION

**Publication:** *Electronic Forms and Rubrics for Enhancing Professional Practice: A Framework for Teaching*  
**Author(s):** Charlotte Danielson  
**Product #:** EFREPP  
**Credit:** Source: *Electronic Forms and Rubrics for Enhancing Professional Practice: A Framework for Teaching*, by Charlotte Danielson. Alexandria, VA: ASCD, 2008. Used with permission. All rights reserved. Learn more about ASCD at [www.ascd.org](http://www.ascd.org).

1. The Association for Supervision and Curriculum Development d/b/a ASCD ("ASCD") hereby grants Licensee a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicenseable license during the Term to view, display, customize (solely as set forth in Section 3(a) below), and distribute the above-referenced Publication to Authorized Users (as defined below) solely for the Purpose (as defined below) (the "Agreement"). For purposes of this Agreement, "Authorized User(s)" shall mean only (a) current employees of Licensee, and (b) current employees of Licensee's third party, educator evaluation software provider, with a need to access the Work (as defined below) for the Purpose, whose identity is known to and authenticated by Licensee at the time of login through a unique and secure password or other similar security method issued by Licensee in order for the user to obtain access to the Work, and whose conduct is subject to regulation by Licensee; and "Purpose" shall mean Licensee's implementation of the Danielson Framework for Teaching for the personal assessment, evaluation, and professional development of Licensee's employees. The license set forth above shall permit current employees of Licensee to make *de minimis* changes to the Publication and print the Work, in whole or part, solely as necessary for the Purpose. In addition, Licensee may distribute copies of excerpts from the Work or Publication to agency personnel within Licensee's district or state Department of Education, solely for assessment reporting purposes to meet Licensee's district or state assessment requirements. For the purposes of this License, the Publication and any and all customized versions created by Licensee and Authorized Users shall be

referred to as the "Work".

2. Licensee shall (and shall ensure that Authorized Users):

- (a) limit access and use of the Work, in whole or part, to Authorized User on Licensee's secured network and as expressly stated in this Agreement, for its internal use only;
- (b) include the above-referenced Credit on all copies of the Work, or any portion thereof, as reproduced, displayed, and distributed by Licensee and its Authorized Users;
- (c) ensure that all Authorized Users: (i) comply with the terms of this Agreement and protect ASCD's proprietary rights in the Work; (ii) protect their passwords or other access information from use by any third party; (iii) report instances where they have reason to believe their password security has been breached and to immediately have access with the breached password terminated, and (iv) are advised of the sanctions that ASCD imposes for failing to comply with the terms of this Agreement;
- (d) monitor compliance and immediately on becoming aware of any unauthorized use or other breach of this Agreement by an Authorized User, inform ASCD and take all necessary steps to ensure that such activity ceases and to prevent any recurrence; and
- (e) invalidate passwords or any form of access issued to individuals or entities that are no longer Authorized Users.

3) ASCD reserves all proprietary rights in and use of the Work not expressly set forth in this Agreement. Without limiting the foregoing, Licensee and its Authorized Users shall **not**:

- (a) make modifications to the Publication, in whole or part, other than to make *de minimis* revisions to the Publication for the Purpose;
- (b) create derivative works based on the Publication, in whole or part;
- (c) post the Work, in whole or part, on any websites or shared platforms made available for general public access or to subscribers other than Authorized Users;
- (d) make use of the Work, in whole or part, for any commercial purposes; or
- (e) except for third party Authorized Users to support Licensee's internal use of the Work for the Purpose, permit, authorize, allow, or encourage any third party to access, customize or adapt, use, reproduce, or display the Work, in whole or part (including, but not limited to, hosting the Work and offering as a service bureau, software-as-a-services (SaaS) or otherwise to any third party software provider).

5. The term of this Agreement commences as of ASCD's receipt of the Fee (set forth below) and shall continue in perpetuity unless otherwise terminated by ASCD in Section 6 below ("Term").

6. ASCD reserves the right to terminate this Agreement without notice in the event of any unauthorized use of the Work or breach of any provision of this Agreement, including, but not limited to: (i) an Authorized User divulging their unique identity and password to any third party; (ii) reproducing or

distributing the Work, in whole or part, to a third party; (iii) allowing, permitting or authorizing use of the Work, in whole or part, by any third party; or (iv) non-payment of the fee set forth in Section 7 of this Agreement. Upon termination of this Agreement for any reason, the license set forth above and all rights granted herein shall immediately terminate.

7. For purchase of an electronic copy of the Publication and the additional rights granted in this Agreement, Licensee agrees to a fee of \$25.00 per school within Licensee's Area of Distribution, for a total one-time payment of **\$275** ("Fee"), due upon receipt of an invoice that will be sent under separate cover.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia as if executed and wholly performed within the Commonwealth of Virginia. This Agreement constitutes the sole and complete agreement between the parties with regard to the Work, and may not be assigned, transferred, modified, or amended except by a writing signed by ASCD. The terms of this Agreement may not in any way be explained or supplemented by a prior performance, trade usage, or course of dealing between the parties, or by any prior performance between the parties pursuant to this Agreement or otherwise. **The Publication is provided "as is," and ASCD expressly disclaims all statutory, express and implied warranties. ASCD shall not be liable to Licensee or any third party for any direct, indirect, incidental, special, consequential or punitive damages arising out of or relating to this Agreement or use of the Publication or Work.**

ASSOCIATION FOR SUPERVISION AND CURRICULUM DEVELOPMENT (ASCD):

LICENSEE:

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

Katy Wogec  
Sr. Paralegal

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

By: WC Hanson

Name and Title: BILL HANSON, CFO

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE.

Date: 8/13/14

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of June \_\_\_\_\_, 2014, 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 September 2, 2014<sup>3 Wkt</sup>, 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.** (insert programs or services to be performed by contractor)  
**Dream Team - team member. Meetings, planning and leading a session at a workshop, sharing curriculum resources, write up of surveys, outreach to NE regional teachers.**

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 \$ \$900.00. 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 Akervik, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 901 Madison Street Eveleth MN 55734 (mailing address including Zip Code)

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 Akervik             | Music/PCAE 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.

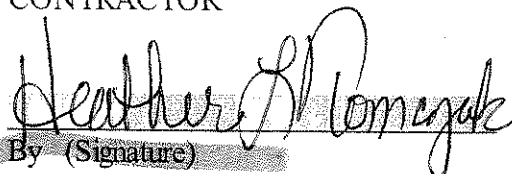
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise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

  
By (Signature)

\_\_\_\_\_  
Clerk

PCAE workshop coordinator  
Title

\_\_\_\_\_  
Program Director

  
Taxpayer Identification Number

  
\_\_\_\_\_  
Director of Business Service

AMANDA GILDERMAN  
AND  
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between AMANDA GILDERMAN 5278 S County Road P Poplar, WI 54864-9114, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective August 1, 2014 through July 31<sup>st</sup> 2015.

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

- A. To provide INTREPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIP in order to meet the goals as determined by the IEP team.
- B. To provide INTREPRETING SERVICES by a certified Sign Language Interpreter.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTREPRETING SERVICES at the contract rate of \$80.00 base rate for first two hours, plus \$40.00 per hour after, billed from arrival to departure time.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIPs.

III. INDEPENDENT CONTRACTOR

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

IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning August 1, 2014 and ending July 31<sup>st</sup>, 2015.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

AMANDA GILDERMAN

By *Laura Fredrickson*  
Laura Fredrickson

By  
Amanda Gilderman

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date *7/31/14*

Date

By *WCHanson*  
William C. Hanson

Title Director of Business and Finance

Date *8/5/14*

## AGREEMENT

**THIS AMENDED AGREEMENT**, made and entered into this 25<sup>th</sup> day of June 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Garrison, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective on: August 4, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in the Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Prepare and deliver keynote presentation of 45 - 50 minutes and two break out session of 60 minutes on August 4, 2014, at Duluth School's Summer Tech Camp. The Break-out session will cover: (Description / Topic of services) \_\_\_\_\_  
• GOOGLE APPS 45  
• START STOP SHARE
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations performed in the original Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed one thousand two hundred dollars (\$1,200.00). 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.
4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or 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.



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

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

18. **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.

MARK GARRISON

Contractor

[REDACTED]  
SSN/ Tax Identification Number

6/27/2014  
Date

Bart D. Small

Program Director

7/23/14  
Date

WC Hanson

Director of Business Service / Superintendent of Schools

8/5/14  
Date

## **Addendum to Contract for Services**

### **Description of services**

To be provided by independent contractor Julia M Williams, PhD  
For ISD #709 –Piedmont Elementary School for the academic year 2014-2015

Facilitation of group processes and individual consultations to create and establish the following:

- Establishment and adoption of revision of norms for site decision-making including delineation of decisions held by the leadership team, and communications and confidentiality as per district expectations and site needs
- Facilitation of staff and community sessions to inform and communicate
- Creation and communication of data-informed site goals for climate and systems and creation and documentation of implementation plans that include work in PBIS
- Advisory for staff/faculty/administrative collaboration
- Monitoring and adjustment processes for combined improvement initiatives
- Consultation for continuous improvement in climate, decision-making, and shared leadership
- Creation and facilitation of collaboratively created communication plan, and common expectations and norms for staff interactions
- Consultation to create process to determine a shared vision for the

Preparation and facilitation of processes to complete tasks

10 – Half-day sessions @ \$495

\$4,950.00 total

## AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 1, 2014, and shall remain in effect until July 1 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4950.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. *This Agreement will not be approved unless TIN is provided.*
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a quarterly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as

employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Public Schools. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 230 West Sixth Street, Duluth, MN 55806

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

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

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

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

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

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

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

**Duluth Public Schools**

**CONTRACTOR**

\_\_\_\_\_  
Chair

Julia M Williams, Ph.D.  
Name

\_\_\_\_\_  
Clerk

Independent Contractor August 1, 2015  
Title Date

\_\_\_\_\_  
Program Director

W. Hanson 8/8/14  
Director of Budget and Finance

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

Julia M Williams  
Date

KATHY ALBERIO  
AND  
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between KATHY ALBERIO, 7764 Albert Road Saginaw, MN 55779, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective Sept 1, 2014 through Nov 1<sup>st</sup> 2014.

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

- A. To provide INTREPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIIP in order to meet the goals as determined by the IEP team.
- B. To provide INTREPRETING SERVICES by a certified Sign Language Interpreter.
- C. Not to exceed forty (40) hours per week of INTREPRETING SERVICES for the District.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTREPRETING SERVICES at the contract rate of \$85.00 base rate for first two hours, plus \$42.50 per hour after, billed from arrival to departure time. The total of this contract will not to exceed \$15,000.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIIPs.

III. INDEPENDENT CONTRACTOR

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

IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning Sept 1<sup>st</sup> 2014 and ending November 1<sup>st</sup>, 2014.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709 and KATHY ALBERIO

By \_\_\_\_\_  
Laura Fredrickson

By \_\_\_\_\_  
Kathy Alberio

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date \_\_\_\_\_

Date 8/20/14

By *WCHanson*  
William C. Hanson

Title Director of Business and Finance

Date 8/20/14

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** August 15, 2014

**Re:** Historic Old Central High School Architectural Services – John Ivey Thomas Associates, Inc.

Attached please find two (2) copies of the Agreement between Independent School District #709 and John Ivey Thomas Associates, Inc. for architectural services to obtain a building permit for the renovations at Historic Old Central High School. The total estimated cost of this agreement is \$1,900.00.

I am recommending approval of the Agreement with John Ivey Thomas Associates, Inc. If you concur, please sign both copies of the Agreement and return them to Facilities Management for processing.

Attachments

**JOHN IVEY THOMAS ASSOCIATES INC.  
ARCHITECTS**

*Architecture Construction Administration Property Management*

July 30, 2014

Mr. Dave Spooner  
ISD 709  
215 North First Avenue East  
Duluth, Minnesota 55802

**PROPOSAL FOR  
RENOVATION AT HISTORIC OLD CENTRAL HIGH SCHOOL**

Dear Dave:

Thank you for giving us the opportunity to submit this proposal to provide architectural services for the renovations indicated in your email dated July 22, 2014.

Our understanding is that our scope of services is to supplement the drawings provided to us to allow for a building permit. Work will include contact with City Building Department for plan review, preparation of construction documents and code summary, and other documentation required for permit.

We propose to complete this work for the lump sum amount of one thousand nine hundred dollars (\$1,900.00).

We hope this proposal meets with your approval and that we may provide services on this project. If you have any questions, please call.

Sincerely,



Robert Fern, AIA  
Architect

pm

Accepted:



Name

8/18/14  
Date

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** August 25, 2014

**Re:** Facilities Management SchoolDude Preventive Maintenance Implementation  
Consulting Services – BLB Consulting, LLC

Attached are two (2) copies of the Agreement between Independent School District #709 and BLB Consulting, LLC for consulting services to provide training and assist with the district-wide system set-up and implementation of the preventive maintenance procedures. The total estimated cost of these services is \$9,900.00.

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

Attachments

August 19, 2014

David Spooner  
Supervisor of Maintenance & Construction  
Duluth Public Schools  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802

Dear David:

This cover letter is to explain why this fiscal year 14-15 proposal for setting up a SchoolDude preventive maintenance program is the same as the proposal from last fiscal year 13-14.

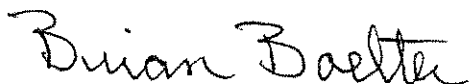
The explanation is simple. The project was only partially finished last year with the majority of work still needing to be done. Construction wrapping up, unavailability of O and M information and bad winter weather all combined to delay our project. This resulted in no preventive maintenance procedures being set up for the new HVAC equipment in your SchoolDude program.

Some work was completed. Equipment data, collected by your maintenance staff, was added and inspection procedures for security doors and electronic door hold open devices were input. In addition we completed several site visits to collect information and answer questions. These activities have all been invoiced by BLB and paid by the district.

I hope this letter explains that we are not duplicating work, just continuing on with a necessary project in the new fiscal year.

Thank you and I look forward to working with you and your staff on this project.

Sincerely,



Brian Boelter  
BLB Consulting, LLC  
612-599-7639

August 19, 2014

David Spooner  
Supervisor of Maintenance & Construction  
Duluth Public Schools  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802

Dear David:

BLB Consulting, LLC proposes to provide consulting services to Duluth Public Schools to assist with the implementation of their SchoolDude facility management system.

**Scope of Services**

- System setup, 110 pm procedures (11 buildings x 10 procedures) input and 8 hrs of staff training for the SchoolDude PMDirect module.
- PM procedures will be divided between Health and Safety, HVAC maintenance and general maintenance categories as determined by the district.
- System setup, data entry of equipment corresponding with selected pm procedures.
- Equipment assigned to the proper pm procedure.
- PM procedures assigned to the correct location and technician.
- PM procedures set for the intervals determined by the district.
- Other facilities management and planning services as requested within the stated timeframe and budget.
- This proposal will include services for the buildings listed below

Congdon Park  
Elementary School  
Homecroft  
Elementary School  
Lakewood  
Elementary School  
Laura Macarthur  
Elementary School

Lester Park  
Elementary School  
Lowell Elementary  
School  
Piedmont  
Elementary School  
Stowe Elementary  
School

Lincoln Park Middle  
Ordean-East Middle  
Denfield High School  
East High School  
ALC/Unity High School

**Final Product**

Between September 1, 2014 and June 30, 2015 BLB Consulting, LLC will provide the district with the following deliverables.

- Input of 10 preventive maintenance procedures (as selected by the district) for each of the buildings listed above. This equals approximately 110 preventive maintenance procedures.
- Input of equipment into the district's preventive maintenance programs that corresponds with selected preventive maintenance procedures.
- Four on-site visits, each 4 hours in length, focusing on implementation and training.
- Other facilities management and planning services as requested within the stated timeframe and budget.

**Fee Proposal**

The services proposed will be completed on a time and materials basis not to exceed \$9,900.

BLB Consulting, LLC proposes to provide these services utilizing the most appropriate staff for each task.

**Hourly Billing Rates**

|                           |                |
|---------------------------|----------------|
| Sr. Project Manager       | \$105 per hour |
| Project Manager           | \$85 per hour  |
| Assistant Project Manager | \$65 per hour  |
|                           |                |
| Data Entry – Level 1      | \$45 per hour  |
| Data Entry – Level 2      | \$35 per hour  |

If this proposal reflects your understanding of the services to be provided by BLB Consulting, LLC, please sign and return a copy to our office. If you have any questions regarding this proposal please contact Brian Boelter at 612-599-7639.

*Brian Boelter*

\_\_\_\_\_  
Brian Boelter, BLB Consulting, LLC

8-19-14

\_\_\_\_\_  
Date

*WC Hanson*

\_\_\_\_\_  
Authorized Signature for Duluth Public Schools

*8/29/14*

\_\_\_\_\_  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **18<sup>th</sup> day of August, 2014**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jessica Vargason**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **August 18, 2014**, and shall remain in effect until **June 30, 2015**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Please see attached job description.
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 at the rate of **\$27.00 per hour up to a sum not to exceed \$12,000**. 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 disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

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

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

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

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

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

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

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

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  
DULUTH HEAD START

CONTRACTOR

\_\_\_\_\_  
Chair

Head Start Nutritionist  
Title

\_\_\_\_\_  
Clerk

Jessica Vargason  
Title

James M. Res  
Program Director

[REDACTED]  
Taxpayer Identification Number

W. C. Hanson  
Director of Business Service

**DULUTH HEAD START  
JOB DESCRIPTION**

**JOB TITLE:** Head Start Nutritionist/Dietitian

**IMMEDIATE SUPERVISOR:** Head Start Director

**DEPARTMENT:** ISD 709 E-12 Operations

**PAY GRADE ASSIGNMENT:** \$27.00 per hour

**MINIMUM QUALIFICATIONS:** Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

**DESIRED QUALIFICATIONS:** Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

**DUTIES AND RESPONSIBILITIES:**

Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition;

Consult with the Health & Nutrition Services Coordinator;

Review all child files for dietary and nutritional needs;

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service;

Reflect cultural and ethnic preferences, and include a wide variety of foods;

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices;

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards;

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up;

Monitor and coordinate oral health activities in the program;

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children;

Provide information and materials for nutrition education activities in the classroom;

Coordinate and provide nutrition education at parent meetings;

Consult with teachers regarding concerns about children's eating;

Update and revise nutrition area of the program plan;

Serve as liaison to nutrition and food resources in the community;

Member of Head Start Health Advisory Committee;

Other duties as assigned by supervisor.



# UNIVERSITY OF MINNESOTA

## USE AND SERVICES AGREEMENT

**THIS USE AND SERVICES AGREEMENT** (the "**Agreement**") is entered into effective as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation the ("**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**"). This Agreement is entered into by the University of Minnesota Real Estate Office on behalf of the University of Minnesota Duluth Department of Communication Sciences and Disorders (the "**Department**").

### RECITALS

**WHEREAS**, Department operates the Robert F. Pierce Speech-Language-Hearing Clinic on University's Duluth campus located at 156 Chester Park, 31 West College Street, Duluth, MN 55812 (the "**Clinic**"); and

**WHEREAS**, Licensee desires to use space in the Clinic to conduct audiological assessment of eligible students in Licensee's school district ("**Licensee's clients**"); and

**WHEREAS**, University is willing to permit Licensee to use certain space, equipment, materials and services in the Clinic, all as further described and subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and the provisions contained herein, the parties agree as follows:

1. **Grant of License.** University grants to Licensee a non-exclusive license for shared use of the laboratory and testing booth and exclusive use of Room 176 in the Clinic, as shown on the attached Exhibit A, for the sole purpose of conducting audiological testing and assessments of Licensee's clients, during normal business hours and by appointment only, and for no other purpose. In connection with such use, University grants to Licensee, on a non-exclusive basis, reasonable use of telephones located in the Clinic (for local calls only), use of one parking place for Licensee's audiologist, and of general parking for Licensee's clients. Licensee's use of the laboratory and testing booth shall be scheduled in advance with University. Licensee shall be required to provide all assessment and evaluation templates and documents for Licensee's clients seen at the Clinic.

Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Clinic for any purpose whatsoever and at any time during the term of the License, provided that University does not unreasonably disturb Licensee's use of the Clinic as provided in this Agreement. Licensee shall use the Clinic in accordance with the terms and conditions of this Agreement, all University rules and regulations and all federal, state and local laws, ordinances, rules and regulations (including copyright or similar laws).

**2. Description of Services.** In connection with the license granted in Section 1, University shall render to Licensee for its reasonable and non-exclusive use during normal business hours the following services during the term of this Agreement:

**2.1 Calibration of Audiological Equipment.** University shall conduct calibration of Licensee's portable audiometers, tympanometer and hearing test box (the "Equipment") on a schedule in accordance with professional practice standards.

**2.2 Secretarial Services.** University shall provide secretarial services to Licensee for scheduling of Licensee's testing of Licensee's clients. University shall be responsible for all employer obligations of University employees providing such secretarial services. All testing of Licensee's clients must be scheduled through University's secretary.

**2.3 Office Supplies, Lab Materials and Services.** Licensee may use lab supplies (towels, swabs and equipment cleaning supplies, diagnostic tests), office supplies (folders and blank client logs), Ethernet, the postage meter and the copier located in the Clinic.

Except as described in this Section 2, no other equipment and services shall be made available to Licensee by University.

**3. Term; Renewal and Termination.**

**3.1 Term.** The term of this Agreement shall be ten months, beginning on September 1, 2014 and ending on June 30, 2015, unless earlier terminated pursuant to Section 3.2 or 13 below.

**3.2 Renewal.** This Agreement may be renewed for subsequent annual terms (July 1 – June 30) upon mutual written agreement of the parties.

**3.3 Termination.** Either party may terminate this Agreement at any time without cause, upon 60 days' written notice to the other. Upon such termination, Licensee shall make payment of amounts owing to University through the termination date. In the event the Clinic become unusable for the purposes contemplated herein due to fire or other damage or destruction through no fault of Licensee, Licensee shall have the right to immediately terminate this Agreement as of such date and upon payment of all amounts owing to University through the date of termination.

**4. Fees.** For use of the Clinic and the services described in Sections 1 and 2 above, Licensee shall pay University as follows (altogether, the "Fees"):

**4.1 License Fee.** Licensee agrees to pay to University a license fee for use of the Clinic in the amount of \$100.00 per month, in advance, on or before the first day of each month.

**4.2 Fee for Calibration Services.** Licensee agrees to pay to University for calibration of Equipment the amount of \$183.00 per month, in advance, on or before the first day of each month. Such fee shall be due and payable regardless of whether Licensee actually uses the Equipment during the applicable month.

**4.3 Fee for Secretarial Services.** Licensee agrees to pay to University a fee for secretarial services in the sum of \$472.60 per month, in advance, on or before the first day of each month. Such payment shall be due and payable regardless of the amount of secretarial services used by Licensee during the applicable month.

**4.4. Additional Fees.** Licensee shall pay a charge of \$2.00 for each of Licensee's clients served in the Clinic and a photocopying fee of \$0.10 per page. Licensee shall pay such fees within 10 days of receipt of an invoice from University.

If the Term commences on a day other than the first day of the month, or terminates on a day other than the last day of a month, or both, the Fees payable for the partial month(s) shall be pro-rated on a daily basis. If Licensee fails to make any payment within 10 days after the payment is due, Licensee shall be obligated to pay a late payment fee of five percent of the overdue amount, and, in addition, any payment which is not paid within 30 days after the amount is due shall bear a finance charge at an annual rate of 12%, one percent per month, from the first day due until paid. Payments received will be applied first to the late payment fee, then to the finance charge, and then to the base amount due. A fee of \$20.00 shall be paid by Licensee for all checks returned by the bank due to insufficient funds, account closed, or for any other reason.

**5. Environmental.** Licensee will not install, use, generate, store, or dispose of in or about the Clinic any hazardous substance, toxic chemical, pollutant, or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos or PCBs (collectively "Hazardous Materials") without University's prior written approval of each Hazardous Material. Licensee will indemnify, defend and hold harmless University from and against any claim, damage, or expense arising out of Licensee's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether University has approved the activity.

**6. Alterations.** Licensee may not redecorate, change or alter the Clinic, nor may Licensee display any signs on or within the Clinic.

**7. Personal Property.** Licensee is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Clinic before, during or after the term of the Agreement.

**8. Liability.** Licensee and University will each be responsible for their own acts and the acts of their directors, agents, employees and invitees, to the extent authorized by law, and will not be responsible for the acts of the other party, or its directors, agents, employees or invitees. Licensee's liability is governed by the provisions of Minnesota Statutes Chapter 466 and

University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

**9. Insurance.** Licensee will obtain and keep in force comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and professional liability, with limits of not less than \$1,000,000 each occurrence and \$3,000,000 combined single limit. Licensee will also obtain and keep in force workers' compensation and Part B Employer's Liability insurance to the extent required by law and furnish proof of such insurance upon request. Licensee may self-insure for the coverages required in this section.

**10. Obligations at End of Use.** Licensee will, at the termination or expiration of this Agreement, remove all of its personal property and equipment from the Clinic and leave the Clinic in the same good condition that existed when it took it, normal wear and tear excepted. Personal property not removed by Licensee will be considered abandoned and University may dispose of it as it as permitted by law.

**11. Notices.** All notices, demands, and communications under the terms and conditions of this Agreement shall be given in writing and sent by first class mail to the below addresses for each of the parties or to such other addresses as may from time-to-time be requested by University and Licensee.

If to University: University of Minnesota  
Attn.: Leasing Manager  
c/o Real Estate Office  
424 Donhowe Building  
319-15th Avenue SE  
Minneapolis, MN 55455-0199

With a copy of  
notices of default to: University of Minnesota  
Office of the General Counsel  
Attn.: Transactional Law Services Group  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006

If to Licensee: Duluth Public Schools, ISD 709  
Attn: Bill Hanson, Director of Business & Finance  
Central Administration Building  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802  
Phone No.: 218-336-8704  
Facsimile: 218-336-8773

**12. License Only, Termination and Remedies.** Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement, lease or other interest in real property. If Licensee fails to comply with the terms and conditions of this Agreement, University

will be entitled to immediately terminate this Agreement and exercise all other legal and equitable remedies available to University.

IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT.

**13. Use of University Name or Logo.** Licensee may not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University, Extension, SGE or the name of any representative of University without the written permission of University in each instance.

**14. Assignment; Amendments.** Licensee may not assign its rights under this Agreement. This Agreement will be amended only in a writing duly executed by all the parties to this Agreement.

**15. Governing Law; Forum.** The laws of the state of Minnesota will govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement will be brought in the state courts of Minnesota.

**16. Entire Agreement.** This Agreement (including all exhibits) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

**17. Survival.** Licensee's obligations under Sections 4, 5, 8 and 10 will survive the expiration or earlier termination of this Agreement.

**18. Counterparts.** This Agreement may be signed in counterparts, each of which will constitute an original, and all of which together will constitute one fully executed Agreement.

IN WITNESS WHEREOF, University and Licensee hereby execute this Agreement.

**Regents of the University of Minnesota**

By: \_\_\_\_\_  
Name: Susan Carlson Weinberg  
Title: Director of Real Estate  
Date: \_\_\_\_\_

**Duluth Public Schools, ISD 709**

By: WCHanson  
Name: Bill HANSON  
Title: CFO  
Date: 8/28/14

EXHIBIT A  
Depiction of Clinic





**AEOA ADULT BASIC EDUCATION ~ GED TESTING CENTER  
MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** by and between the Duluth GED Testing Center, 215 N 1<sup>st</sup> Ave E, Duluth MN 55802 and the Arrowhead Economic Opportunity Agency, 702 Third Avenue South, Virginia, MN 55792 (hereinafter referred to as "AEOA") is entered into this 2nd day of September for the period of July 1, 2014 to June 30, 2015.

**WHEREAS**, the GED Testing Center wishes to enter into an agreement whereby the Testing Center shall provide GED testing services, facilities and materials for the mutual benefit of the Testing Center, AEOA, and our students,

**WHEREAS**, AEOA desires to compensate the GED Testing Center for the educational testing services, facilities, and materials provided,

**NOW, THEREFORE**, the parties agree as follows:

The GED Testing Center agrees to:

1. Provide GED testing services to ABE students from the member districts of the AEOA Adult Education Consortium who qualify under the State of Minnesota guidelines to take all or any of the GED tests
2. Process all GED tests in accordance with its standard test administrative procedures. The Testing Center shall report all student test scores and testing hours to AEOA for inclusion in AEOA's financial reports to the State of Minnesota
3. Send an invoice to AEOA requesting reimbursement for 90% of the total revenue it generates from contact hours earned during GED testing of AEOA's students

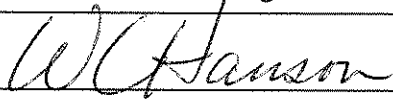
AEOA agrees to:

1. Have ABE teachers:
  - a. Process all age waivers
  - b. Provide students with a consent form to sign and hand to the Testing Center, authorizing them to release information pertaining to GED test attendance and score results
2. Notify the Testing Center requesting an invoice for the number of testing hours, FTE rate, and calculation of 90% for the amount owed
3. Pay the Testing Center once the invoice is received

This Agreement represents a collaborative effort that will benefit the Testing Center, AEOA, and especially the students.

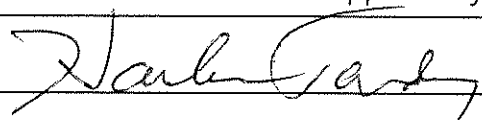
**IN WITNESS WHEREOF** the Duluth GED Testing Center and AEOA ABE have executed this Agreement this 2nd day of September 2014.

GED Testing Center



Testing Center Representative

Arrowhead Economic Opportunity Agency



Harlan Tardy, Executive Director

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

## **August 2014**

### **Facilities Management – General**

In the past month the maintenance crews have completed 271 work orders, and are currently working on 503 open work orders.

The District continues to work with MNPower and their consultant to determine if we are potentially eligible for monetary rebates through Comfort Systems of Duluth related to the reduced gas consumption of our new high efficiency boilers at all our renovated sites. We will continue to work on this and make every effort to achieve rebate funds. This process may take several months or longer to finalize.

Maintenance crews are on scheduled maintenance and focusing district-wide to meet start of school needs at this time.

ABE/UHL is performing district-wide boiler inspection and annual maintenance.

Schedules and plans are being prepared to facilitate the HOCHS remodeling project.

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

### **Capital Construction:**

Jamar has started the Denfeld basement drainage project. 75% of the project is finished with the remaining 25% to be completed at Christmas break when the north fan room trench drain concrete will be poured.

Jamar will be installing drainage sumps at both Piedmont and MWES.

LPMS truss reinforcement work is completed and final cleaning is occurring.

LPMS terrazzo warranty work is occurring and will be done for start of school.

The LPMS and OEMS pools are being surveyed for compliant light levels and the report will be forthcoming to the District from LHB.

### **Operations**

This is the time of the year Operations crews are finishing summer cleaning. Teachers are setting up classrooms and moving into different rooms. Lunch and Key Zone programs ended in August allowing crews one week to clean the common areas and rooms used by summer programs.

Some of the elementary schools heavily utilized in the summer required extra assistance to finish cleaning, but we will be ready for students on September 2.

There have been a number of requests for furniture, mostly student desks. All of the remaining student desks in storage have now been sent to sites.

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

- Environmental/Health/Safety
  - A truck full of computer monitors, tv's, and other electronics was sent for recycling.
  - Safety training for the in-service on August 27 was completed. Employees were trained on workers' compensation reporting and how to recognize risks to prevent injuries.
  - The fire marshal follow up inspection was completed for Lakewood and Homecroft. There were still discrepancies based on the last inspection that were addressed at the time of the follow up inspection.
- ERCM
  - Completed the change out of all the AED batteries.
- Workers' Compensation Activities
  - OSHA Recordables 0 recordable incidents in August.
  - Incidents Reported: 8 injuries reported.

### **Risk Management**

On or about August 12, 2014, pole vault/jump pads at East High School located under the bleachers within a fenced area were damaged by vandalism. Police were contacted and the investigation is still underway. This incident has been reported to our insurance provider since the total cost of damage is estimated to exceed \$20,000.00, and we anticipate reimbursement to the district minus the \$1,000.00 deductible.

There have been no other 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: 06-870-435-386-712

C/F-CONGDON CHIMNEY & BRICK

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> |
|------------------|------------------|-------------|----------------|-------------|---------------------------|-------------------------------|----------------|---------------|--------------|---------------|------------|
| 06/28/2014       | 170472           |             | 00635307       | V34360      | JAMAR COMPANY             | CONGDON ROOF                  | 898202         | OH            | 13,917.50    | 0.00          | 13,917.50  |
|                  |                  |             |                |             |                           | <b>Object 152000</b>          |                | <b>Total:</b> | 13,917.50    | 0.00          | 13,917.50  |
|                  |                  |             |                |             |                           | <b>FQA 06-870-435-386-712</b> |                | <b>Total:</b> | 13,917.50    | 0.00          | 13,917.50  |

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> |
|------------------|------------------|-------------|----------------|-------------|---------------------------|--------------------------------|----------------|---------------|--------------|---------------|------------|
| 06/28/2014       | 53471            | 261253      | 00635448       | V108591     | QUALTIM                   | BUILDING ACQUISITION/CONSTRUCT | 899756         | OH            | 6,345.40     | 0.00          | 6,345.40   |
|                  |                  |             |                |             |                           | <b>Object 152000</b>           |                | <b>Total:</b> | 6,345.40     | 0.00          | 6,345.40   |
|                  |                  |             |                |             |                           | <b>FQA 06-873-350-000-000</b>  |                | <b>Total:</b> | 6,345.40     | 0.00          | 6,345.40   |

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

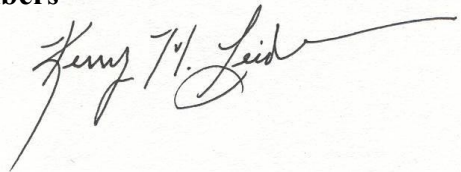
| <u>Post Date</u> | <u>Reference</u> | <u>PO #</u> | <u>Check #</u> | <u>PEID</u> | <u>Person/Entity Name</u> | <u>Description</u>             | <u>Job_Num</u> | <u>SS</u>     | <u>Debit</u> | <u>Credit</u> | <u>Net</u> |
|------------------|------------------|-------------|----------------|-------------|---------------------------|--------------------------------|----------------|---------------|--------------|---------------|------------|
| 06/28/2014       | 0002014044       | 260938      | 00635433       | V92302      | HOVLAND MASONRY INC       | BUILDING ACQUISITION/CONSTRUCT | 899512         | OH            | 18,951.63    | 0.00          | 18,951.63  |
|                  |                  |             |                |             |                           | <b>Object 152000</b>           |                | <b>Total:</b> | 18,951.63    | 0.00          | 18,951.63  |
|                  |                  |             |                |             |                           | <b>FQA 06-873-550-000-000</b>  |                | <b>Total:</b> | 18,951.63    | 0.00          | 18,951.63  |

**Grand Total:** 39,214.53 0.00 39,214.53

# Memorandum

**To: School Board Members**

**From: Kerry M. Leider**



**Date: August 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 August:

| <u>Contractor</u>         | <u>Amount</u> | <u>Description</u>                              |
|---------------------------|---------------|---|
| Air duct Cleaning Experts | \$1,200.00    | Ductwork Cleaning at Lincoln Park Middle School |

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.