

Business Committee-Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, March 24, 2015

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Financial Report

- | | |
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| A. <u>Financial Report</u> | <u>3</u> |
| B. <u>Approval of Payment of Claims</u> | |
| This item is attached as an "extra" on board book. | |
| C. <u>Budget Revisions</u> | <u>28</u> |
| D. <u>Wire Transfers</u> | <u>30</u> |
| E. <u>Investment Transactions</u> | <u>32</u> |
| F. <u>WADM Projections</u> | <u>33</u> |
| G. <u>Fund Raisers</u> | <u>34</u> |

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

- | | |
|--|-----------|
| A. <u>Bids</u> | |
| B. <u>R.F.P.s</u> | |
| C. <u>Quotes</u> | |
| 1) <u>Voyageur Bus Company - Special Student Transportation - Quote 4182</u> | <u>35</u> |
| Attached is a contract with Voyageur Bus Company for special student transportation to and from the Minnesota Academies for the Deaf and Blind in Faribault, MN for the 2014-15 school year, not to exceed \$50,000.00 | |

Recommendation: It is recommended that the Duluth School Board approve the contract with Voyageur Bus Company for special student transportation for the 2014-15 school year, not to exceed \$50,000.00

3. Policies and Regulations

- | | |
|---|-----------|
| A. <u>Policy 1098 - Gifts to Employees and School Board Members</u> | <u>36</u> |
| Attached is Policy 1098 for the second reading. | |
| <u>Recommendation:</u> It is recommended that the Duluth School Board approve Policy 1098 for the second reading. | |
| B. <u>Policy 3215 - State Auditor's Review of Finances</u> | <u>44</u> |
| Attached is Policy 3215 - State Auditor's Review of Finances with recommended changes for the first reading. | |

Recommendation: It is recommended that the Duluth School Board approve Policy

3215 - State Auditor's Review of Finances with recommended changes for the first reading.

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

- A. Contracts
- B. Change Orders
- C. Leases

5. **Resolutions**

- A. B-3-15-3244 - Acceptance of Donations to Duluth Public Schools 45

Recommendation: It is recommended that the Duluth School Board approve resolution B-3-15-3244- Acceptance of Donations to Duluth Public Schools.

- B. B-3-15-3245 - Authorized Student Activity Bank Account Signer 46

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-15-3245 - Authorized Student Activity Bank Account Signer.

- C. B-3-15-3246 - Adoption of the Considerations and Investments for the Fiscal Year 2015 Budget 48

Administration will provide additional backup prior to the board meeting.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-3-15-3246 - Adoption of the Considerations and Investments for the Fiscal Year 2015 Budget

- D. **PLACEHOLDER - Resolution Related to Property Sales**

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

- A. Expenditure Contracts 50

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

- B. Revenue Contracts-None

- C. Other Contracts - None

- D. Facilities Management & Capital Project Status Report 77

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

- E. Contracts Signed in Relation to the LRFP 80

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

7. **Future Items**

- A. Woodland Hills Lease Agreement
- B. FY16 Budget Approval

Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 01/31/15

	Total	General Fund 1	Food Service 2	Transportation 3	Community Education 4	Operating Capital 5	Construction 6	Debt Service 7	Trust & Agency 8 & 9	Dental 20	Student Activities 71 & 79
Cash and investments 12/31/2014	\$ 30,749,031	\$ 15,203,210	\$ 923,083	\$ (2,228,595)	\$ 167,021	\$ 496,035	\$ 5,570,704	\$ 7,725,292	\$ 1,607,076	\$ 202,334	\$ 1,082,870
Receivables (increase)/decrease -	558,223	596,323	6,068	(8,440)	28	(36,428)	-	0	-	671	-
Payables increase/(decrease) -	553,191	136,764	40,225	247,632	76,250	16,380	35,939	-	-	-	-
Revenues increase/(decrease) -	12,900,676	9,679,757	341,373	36,123	1,203,970	76,337	94	673,603	3,188	78,652	807,579
Expenditures (increase)/decrease -	(27,878,552)	(9,705,601)	(352,986)	(719,921)	(596,036)	(163,250)	(129,451)	(15,676,529)	-	(56,115)	(478,663)
Cash and investments 1/31/2015	\$ 16,882,569	\$ 15,910,454	\$ 957,763	\$ (2,673,200)	\$ 851,233	\$ 389,074	\$ 5,477,285	\$ (7,277,634)	\$ 1,610,264	\$ 225,542	\$ 1,411,786

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$31,042	\$31,817
Interest	9	6	3	50.9	85	468	(383)	(81.9)	77	77
Tuition, Fees, Admissions	557	231	326	141.3	1,716	1,450	266	18.3	4,092	4,192
Other Local Revenues	241	145	96	66.0	1,657	1,572	85	5.4	1,609	1,968
State Sources	7,973	9,378	(1,405)	(15.0)	43,521	51,460	(7,939)	(15.4)	86,939	86,315
Federal Aids from MDE	2,490	1,299	1,191	91.7	3,334	4,189	(855)	(20.4)	9,165	9,707
Federal Direct Aids	1,162	-	1,162	N/A	853	4	849	21,236.3	2,856	3,018
Local Sales	468	88	380	431.3	925	825	100	12.1	1,667	1,688
Sale of Bonds or Loans	-	-	0	N/A	-	-	0	N/A	0	0
Total Revenues	12,901	11,147	1,754	15.7	52,090	59,968	(7,878)	(13.1)	137,447	138,782
<u>Expenditures</u>										
Salaries	7,358	6,994	(364)	(5.2)	28,457	27,012	(1,445)	(5.3)	60,190	60,161
Benefits	2,697	2,524	(173)	(6.8)	12,842	12,122	(720)	(5.9)	28,364	28,936
Purchased Services	1,428	1,154	(274)	(23.8)	6,154	6,061	(93)	(1.5)	12,954	13,256
Supplies & Materials	561	273	(288)	(105.6)	3,071	2,082	(989)	(47.5)	5,058	5,473
Chargebacks	0	5	5	100.0	0	939	939	100.0	(159)	97
Capital Expenditures	133	488	355	72.7	2,507	7,785	5,278	67.8	5,205	7,294
Debt Service	15,677	15,427	(250)	(1.6)	20,650	20,606	(44)	(0.2)	21,191	21,191
Other	24	17	(7)	(41.5)	188	367	179	48.8	932	1,563
Total Expenditures	27,879	26,882	(997)	(3.7)	73,869	76,974	3,105	4.0	133,735	137,971
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(14,978)	(\$15,735)	757	4.8	(21,779)	(\$17,006)	(4,773)	(28.1)	\$3,712	\$811

DULUTH PUBLIC SCHOOLS - ISD 709
January 15
General Fund **TOTAL**

STATEMENT OF REVENUES AND EXPENDITURES
(IN THOUSANDS)

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	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$10,475	\$10,475
Interest	5	2	3	140.7	78	458	(380)	(82.9)	55	55
Tuition, Fees, Admissions	34	112	(78)	(69.7)	422	438	(16)	(3.6)	1,843	1,943
Other Local Revenues	58	72	(14)	(19.2)	858	705	153	21.7	245	528
State Sources	7,310	8,817	(1,507)	(17.1)	38,513	46,629	(8,116)	(17.4)	75,471	75,599
Federal Aids from MDE	2,273	645	1,628	252.4	2,251	2,291	(40)	(1.8)	6,785	7,322
Federal Direct Aids	0	0	0	N/A	(114)	21	(135)	(644.5)	0	0
Local Sales	0	0	0	N/A	0	9	(9)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	9,680	9,648	32	0.3	42,008	50,551	(8,543)	(16.9)	94,873	95,922
<u>Expenditures</u>										
Salaries	6,585	6,265	(320)	(5.1)	25,159	23,874	(1,285)	(5.4)	53,744	53,762
Benefits	2,317	2,171	(146)	(6.7)	10,836	10,176	(660)	(6.5)	24,669	25,080
Purchased Services	666	797	131	16.4	3,325	3,442	117	3.4	6,765	7,065
Supplies & Materials	91	105	14	13.1	922	695	(227)	(32.6)	1,694	1,585
Chargebacks	(1)	0	1	N/A	(3)	(3)	0	15.9	(565)	(310)
Capital Expenditures	40	0	(40)	N/A	557	110	(447)	(406.1)	232	734
Debt Service	0	0	0	N/A	47	79	32	40.5	20	20
Other	7	15	8	55.2	142	204	62	30.5	697	718
Total Expenditures	9,706	9,353	(353)	(3.8)	40,983	38,577	(2,406)	(6.2)	87,255	88,655
Transfers In (Out)	0	0	0	N/A	(6,347)	(6,165)	0	0.0	(6,347)	(6,347)
Operating Excess (Deficit)	(\$26)	\$295	(321)	(108.8)	(\$5,322)	\$5,809	(\$11,131)	(191.6)	\$1,272	\$921

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
Revenues										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$9,996	\$9,996
Interest	5	2	3	140.7	78	458	(380)	(82.9)	55	55
Tuition, Fees, Admissions	(0)	4	(4)	(100.0)	363	272	91	33.3	1,360	1,460
Other Local Revenues	31	28	3	11.2	265	195	70	35.7	46	296
State Sources	6,751	8,763	(2,012)	(23.0)	37,866	45,475	(7,609)	(16.7)	64,346	64,474
Federal Aids from MDE	(0)	0	(0)	N/A	1	1	(0)	(18.1)	-525	20
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	6,787	8,797	(2,010)	(22.8)	38,572	46,401	(7,829)	(16.9)	75,277	76,300
Expenditures										
Salaries	5,452	5,467	15	0.3	20,700	20,718	18	0.1	44,013	44,009
Benefits	1,888	1,876	(12)	(0.6)	8,330	8,296	(34)	(0.4)	19,136	19,530
Purchased Services	621	738	117	15.8	2,969	3,122	153	4.9	5,758	6,073
Supplies & Materials	62	84	22	26.8	679	584	(95)	(16.3)	1,233	1,142
Chargebacks	(1)	0	1	N/A	(6)	(4)	2	60.1	(2,374)	(2,118)
Capital Expenditures	31	0	(31)	N/A	306	56	(250)	(446.5)	(82)	415
Debt Service	0	0	0	N/A	47	79	32	40.5	20	20
Other	(2)	13	15	115.6	89	139	50	36.2	(46)	(38)
Total Expenditures	8,050	8,178	128	1.6	33,114	32,990	(124)	(0.4)	67,658	69,033
Transfers In (Out)	0	0	0	N/A	(6,347)	(6,165)	0	0.0	(6,347)	(6,347)
Operating Excess (Deficit)	(\$1,263)	\$619	(1,882)	(304.1)	(\$889)	\$7,246	(\$8,135)	(112.3)	\$1,272	\$921

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$479	\$479
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	34	108	(74)	(68.6)	60	166	(106)	(64.1)	483	483
Other Local Revenues	27	44	(17)	(38.5)	593	510	83	16.3	198	233
State Sources	558	54	504	934.2	648	1,154	(506)	(43.9)	11,125	11,125
Federal Aids from MDE	2,273	645	1,628	252.4	2,250	2,290	(40)	(1.8)	7,311	7,302
Federal Direct Aids	0	0	0	N/A	(114)	21	(135)	(644.5)	0	0
Local Sales	0	0	0	N/A	0	9	(9)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	2,892	851	2,041	239.9	3,436	4,150	(714)	(17.2)	19,596	19,622
<u>Expenditures</u>										
Salaries	1,133	798	(335)	(42.0)	4,458	3,156	(1,302)	(41.3)	9,730	9,753
Benefits	429	295	(134)	(45.4)	2,507	1,880	(627)	(33.3)	5,533	5,550
Purchased Services	45	59	14	23.5	355	320	(35)	(11.0)	1,007	992
Supplies & Materials	30	21	(9)	(41.4)	242	111	(131)	(118.3)	461	444
Chargebacks	0	0	(0)	N/A	3	1	(2)	(192.8)	1,808	1,808
Capital Expenditures	9	0	(9)	N/A	251	54	(197)	(364.1)	314	319
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	9	2	(7)	(337.4)	53	65	12	18.5	743	756
Total Expenditures	1,655	1,175	(480)	(40.9)	7,869	5,587	(2,282)	(40.8)	19,596	19,622
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$1,237	(324)	1,561	481.9	(\$4,433)	(\$1,437)	(\$2,996)	(208.5)	(\$0)	\$0

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - T O - D A T E				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	3	2	1	35.6	15	15
State Sources	33	11	22	200.3	108	66	42	63.9	171	171
Federal Aids from MDE	200	129	71	55.4	1,066	863	203	23.5	2,207	2,207
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	108	80	28	34.8	560	507	53	10.4	1,232	1,232
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	341	220	121	55.2	1,737	1,438	299	20.8	3,624	3,624
<u>Expenditures</u>										
Salaries	133	108	(25)	(22.8)	563	500	(63)	(12.6)	1,068	1,068
Benefits	50	44	(6)	(13.8)	209	194	(15)	(7.5)	409	409
Purchased Services	6	3	(3)	(86.0)	32	29	(3)	(11.6)	103	103
Supplies & Materials	165	111	(54)	(48.4)	881	737	(144)	(19.6)	1,864	1,860
Chargebacks	0	0	(0)	N/A	1	0	(1)	N/A	151	151
Capital Expenditures	0	0	0	N/A	108	24	(84)	(351.5)	9	153
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	(0)	N/A	14	14	0	2.4	20	20
Total Expenditures	353	266	(87)	(32.7)	1,808	1,498	(310)	(20.7)	3,624	3,764
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$12)	(\$46)	\$34	74.8	(\$72)	(\$60)	(\$12)	(19.3)	\$0	(\$140)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	5	(5)	(100.0)	80	80
State Sources	36	36	0	0.3	1,767	1,887	(120)	(6.4)	5,446	5,446
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	6	0	6	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	36	36	0	0.3	1,772	1,892	(120)	(6.3)	5,526	5,526
<u>Expenditures</u>										
Salaries	149	146	(3)	(1.7)	605	603	(2)	(0.3)	1,158	1,158
Benefits	103	102	(1)	(0.8)	389	393	4	1.1	725	725
Purchased Services	438	302	(136)	(44.9)	1,871	1,651	(220)	(13.3)	4,020	4,020
Supplies & Materials	30	36	6	15.4	189	153	(36)	(23.5)	327	327
Chargebacks	0	0	(0)	N/A	1	0	(1)	N/A	31	31
Capital Expenditures	0	173	173	100.0	2	173	171	98.8	206	206
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	1	1	94.0	1	1	0	28.4	1	1
Total Expenditures	720	760	40	5.3	3,057	2,974	(83)	(2.8)	6,468	6,468
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$684)	(\$724)	\$40	5.6	(\$1,284)	(\$1,082)	(\$202)	(18.7)	(\$942)	(\$942)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$929	\$929
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	154	119	35	29.1	924	807	117	14.5	1,350	1,350
Other Local Revenues	(0)	(2)	2	80.7	125	189	(64)	(33.7)	72	146
State Sources	374	347	27	7.7	1,223	1,149	74	6.4	1,951	1,975
Federal Aids from MDE	17	7	10	142.0	17	7	10	142.0	173	178
Federal Direct Aids	660	0	660	N/A	(37)	(17)	(20)	(120.3)	1,773	1,934
Local Sales	0	8	(8)	(100.0)	0	8	(8)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	1,204	479	725	151.4	2,251	2,143	108	5.1	6,248	6,512
<u>Expenditures</u>										
Salaries	389	381	(8)	(2.2)	1,612	1,585	(27)	(1.7)	3,432	3,385
Benefits	143	132	(11)	(8.4)	695	629	(66)	(10.5)	1,345	1,455
Purchased Services	41	32	(9)	(26.8)	507	387	(120)	(31.0)	758	815
Supplies & Materials	12	21	9	42.6	125	111	(14)	(12.4)	275	306
Chargebacks	0	0	(0)	N/A	2	2	0	7.3	205	205
Capital Expenditures	6	0	(6)	N/A	11	2	(9)	(450.6)	14	19
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	5	1	(4)	(408.4)	15	18	3	14.2	176	283
Total Expenditures	596	567	(29)	(5.1)	2,967	2,734	(233)	(8.5)	6,204	6,469
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
Operating Excess (Deficit)	\$608	(\$88)	\$696	790.8	(\$716)	(\$591)	(\$125)	(21.1)	\$43	\$44

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$979	\$979
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	6	0	6	N/A	15	59	(44)	(75.1)	12	13
State Sources	49	7	42	601.2	497	329	168	51.2	1,023	1,023
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	22	0	22	N/A	22	8	14	168.8	0	22
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	76	7	69	990.5	534	396	138	34.7	2,013	2,035
<u>Expenditures</u>										
Salaries	95	84	(11)	(12.7)	478	403	(75)	(18.6)	689	689
Benefits	30	26	(4)	(15.2)	195	166	(29)	(17.6)	295	347
Purchased Services	15	12	(3)	(22.8)	52	335	283	84.4	312	104
Supplies & Materials	24	0	(24)	N/A	706	241	(465)	(192.9)	300	790
Chargebacks	0	5	5	100.0	0	940	940	100.0	20	20
Capital Expenditures	0	0	0	N/A	1,026	0	(1,026)	N/A	3,825	3,743
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	119	119	100.0	0	0
Total Expenditures	163	127	(36)	(28.5)	2,457	2,204	(253)	(11.5)	5,441	5,693
Transfers In (Out)	0	0	0	N/A	6,347	6,165	0	0.0	6,347	6,347
Operating Excess (Deficit)	(\$87)	(\$120)	\$33	27.6	\$4,423	\$4,357	\$66	1.5	\$2,919	\$2,689

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$921	\$921
Interest	0	0	0	N/A	1	1	(0)	(31.5)	-	-
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	5	9	(4)	(41.8)	0	0
State Sources	0	0	0	N/A	168	174	(6)	(3.4)	168	168
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	105	(105)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	174	289	(115)	(39.8)	1,090	1,090
<u>Expenditures</u>										
Salaries	9	10	1	14.8	40	47	7	14.2	100	100
Benefits	2	3	1	21.3	14	16	2	11.6	30	30
Purchased Services	30	4	(26)	(651.1)	107	60	(47)	(78.6)	14	166
Supplies & Materials	1	0	(1)	N/A	10	3	(7)	(239.6)	19	25
Chargebacks	0	0	(0)	N/A	0	0	(0)	N/A	0	0
Capital Expenditures	87	315	228	72.4	803	7,476	6,673	89.3	920	2,439
Debt Service	0	0	0	N/A	0	0	(0)	N/A	0	0
Other	0	0	(0)	N/A	5	2	(3)	(132.3)	7	510
Total Expenditures	129	332	203	61.0	979	7,604	6,625	87.1	1,090	3,270
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$129)	(\$332)	\$203	61.0	(\$805)	(\$7,315)	\$6,510	89.0	\$0	(\$2,180)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$17,737	\$18,512
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	171	160	11	7.0	1,244	1,226	18	1.4	2,709	1,934
Federal Aids from MDE	0	518	(518)	(100.0)	0	1,028	(1,028)	(100.0)	0	0
Federal Direct Aids	502	0	502	N/A	1,005	0	1,005	N/A	1,084	1,084
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	674	678	(4)	(0.6)	2,249	2,254	(5)	(0.2)	21,530	21,530
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	15,677	15,427	(250)	(1.6)	20,603	20,527	(76)	(0.4)	21,171	21,171
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	15,677	15,427	(250)	(1.6)	20,603	20,527	(76)	(0.4)	21,171	21,171
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$15,003)	(\$14,749)	(\$254)	(1.7)	(\$18,354)	(\$18,273)	(\$81)	(0.4)	\$359	\$359

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	3	4	(1)	(20.3)	4	8	(4)	(43.9)	19	19
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	200	200
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	3	4	(1)	(20.3)	4	8	(4)	(43.9)	219	219
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	200	250	50	20.0	200	200
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	0	N/A	200	250	50	20.0	200	200
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$3	\$4	(\$1)	(20.3)	(\$196)	(\$242)	\$46	19.2	\$19	\$19

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	79	75	4	4.9	553	539	14	2.6	785	785
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	79	75	4	4.9	553	539	14	2.6	785	785
Expenditures										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	52	46	(6)	(12.1)	304	298	(6)	(2.0)	690	690
Purchased Services	5	4	(1)	(13.8)	31	31	(0)	(0.8)	54	54
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	56	50	(6)	(12.2)	335	329	(6)	(1.9)	744	744
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$23	\$25	(\$2)	(9.9)	\$218	\$210	\$8	3.6	\$41	\$41

DULUTH PUBLIC SCHOOLS - ISD 709
January 15
Student Activities

STATEMENT OF REVENUES AND EXPENDITURES
(IN THOUSANDS)

PAGE 14

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2015	FY2014	\$ Variance	% Variance	FY2015	FY2014	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	1	0	1	N/A	1	1	(0)	(4.3)	3	3
Tuition, Fees, Admissions	370	0	370	N/A	370	205	165	80.5	899	899
Other Local Revenues	98	0	98	N/A	98	64	34	53.8	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	338	0	338	N/A	338	188	150	79.9	435	435
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	808	0	808	N/A	808	458	350	76.3	1,538	1,538
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	229	0	(229)	N/A	229	126	(103)	(81.7)	928	928
Supplies & Materials	238	0	(238)	N/A	238	142	(96)	(67.5)	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	12	0	(12)	N/A	12	9	(3)	(31.6)	31	31
Total Expenditures	479	0	(479)	N/A	479	277	(202)	(72.8)	1,538	1,538
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$329	\$0	\$329	N/A	\$329	\$181	\$148	81.7	(\$0)	(\$0)

December 14
ALL FUNDS

BALANCE SHEET

ASSETS	01/31/15	06/30/14	01/31/14
Cash / Investments	\$16,883	\$50,814	\$39,006
Taxes & Credits Receivable	2,589	21,618	3,403
Accounts / Interest Receivable	151	105	78
Due from Other Funds	0	165	0
Due from Other MN Districts	0	1,023	0
Due From MDE	7,731	7,959	11,127
Due From Federal thru MDE	58	1,997	0
Due From Federal - Direct	0	812	0
Due from Other Governments	0	89	0
Inventory	194	203	357
Prepays	50	134	53
Total Assets	\$27,656	\$84,916	\$54,024

LIABILITIES			
Tax and Aid Anticipation Payable	\$ 88	\$ 22,000	\$ 22,000
Accrued Interest Payable	0	0	0
Salaries Payable	430	12,130	135
Accounts Payable	388	1,554	4,945
Due to Other Funds	0	165	0
Due to Other MN Districts	0	87	0
Due to Other Governments	0	0	0
Claims Payable	175	168	166
Deferred Revenue	601	1,060	1,520
Taxes Levied for Subsequent Yr.	31,729	31,729	22,151
Property tax shift	0	(0)	(9)
Total Liabilities	\$33,411	\$68,892	\$50,908

FUND BALANCES	01/31/15	06/30/14	01/31/14
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	203	203	391
Nonspendable Prepays	134	134	97
Staff Development	108	108	179
Reemployment comp	0	0	0
Basic skills	0	0	231
Learning development	0	0	0
Desegregation	0	0	293
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	212	212	202
Community Education	350	350	359
Community Services	220	220	27
Operating Capital	0	0	0
Facilities	4,243	4,243	2,709
Alternative facilities	1,988	1,988	7,145
Restricted Programs	67	67	0
Bond Refunding	0	0	0
Endowment	1,625	1,821	1,645
Encumbrances	0	0	0
Severance-Insurance Prem	3,698	3,698	3,682
Area Learning Center	22	22	0
Designated for:			
Textbooks	795	795	502
Carryovers	169	169	13
Operating Capital	0	0	69
Referendum	0	0	0
Undesignated	(19,589)	1,994	(14,428)
Total Fund Balance	(\$5,755)	\$16,024	\$3,116
Liabilities & Fund Balance	\$27,656	\$84,916	\$54,024

December 14
General Fund

BALANCE SHEET

ASSETS	01/31/15	06/30/14	01/31/14
Cash / Investments	\$15,910	\$33,960	\$38,575
Taxes & Credits Receivable	(9,618)	9,411	(6,590)
Accounts / Interest Receivable	73	7	64
Due from Other Funds	0	0	0
Due from Other MN Districts	0	1,023	0
Due From MDE	7,365	7,406	10,611
Due From Federal thru MDE	0	1,917	0
Due From Federal - Direct	0	114	0
Due from Other Governments	0	89	0
Inventory	82	79	120
Prepays	50	128	53
Total Assets	\$13,864	\$54,134	\$42,833

LIABILITIES	01/31/15	06/30/14	01/31/14
Tax and Aid Anticipation Payable	\$88	\$22,000	\$22,000
Accrued Interest Payable	0	0	0
Salaries & Benefits Payable	(432)	11,590	(731)
Accounts Payable	119	640	349
Due to Other Funds	0	114	0
Due to Other MN Districts	0	87	0
Due to Other Governments	0	0	0
Claims Payable	175	168	166
Deferred Revenue	36	334	599
Taxes Levied for Subsequent Yr.	10,254	10,254	4,983
Property tax shift	0	(0)	0
Total Liabilities	\$10,238	\$45,187	\$27,366

FUND BALANCES	01/31/15	06/30/14	01/31/14
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	79	79	106
Nonspendable Prepays	128	128	92
Staff Development	108	108	179
Reemployment comp	0	0	0
Basic skills	0	0	231
Learning development	0	0	0
Integration	0	0	293
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	0	0	0
Community Education	0	0	0
Community Services	0	0	0
Operating Capital	0	0	0
Facilities	0	0	0
Alternative facilities	0	0	0
Restricted Programs	0	0	0
Escrow Account	0	0	0
Severance-Insurance Prem	3,698	3,698	3,682
Encumbrances	0	0	0
Area Learning Center	22	22	0
Designated for:			
Textbooks	0	0	0
Carryovers	169	169	-
Operating Capital	0	0	0
Referendum	0	0	0
Undesignated	(578)	4,744	10,884
Total Fund Balance	\$3,625	\$8,947	\$15,467
Liabilities & Fund Balance	\$13,864	\$54,134	\$42,833

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

BALANCE SHEET

ASSETS	01/31/15	06/30/14	01/31/14
Cash / Investments	\$958	\$993	\$1,057
Taxes & Credits Receivable	0	0	0
Accounts / Interest Receivable	7	0	4
Due from Other Funds	0	0	0
Due from Other MN Districts	0	0	0
Due From MDE	0	0	0
Due From Federal thru MDE	58	58	0
Due From Federal - Direct	0	0	0
Due from Other Governments	0	0	0
Inventory	113	121	62
Prepays	0	1	0
Total Assets	\$1,136	\$1,173	\$1,123
LIABILITIES			
Tax and Aid Anticipation Payable	\$0	\$0	\$0
Accrued Interest Payable	0	0	0
Salaries Payable	115	20	113
Accounts Payable	12	73	0
Due to Other Funds	0	0	0
Due to Other MN Districts	0	0	0
Due to Other Governments	0	0	0
Claims Payable	0	0	0
Deferred Revenue	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0
Property tax shift	0	0	0
Total Liabilities	\$128	\$93	\$113

FUND BALANCES	01/31/15	06/30/14	01/31/14
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	121	121	100
Nonspendable Prepays	1	1	1
Staff Development	0	0	0
Reemployment comp	0	0	0
Basic skills	0	0	0
Learning development	0	0	0
Desegregation	0	0	0
Gifted and Talented	0	0	0
Pupil Transportation Safety	0	0	0
ECFE	0	0	0
Community Education	0	0	0
Community Services	0	0	0
Operating Capital	0	0	0
Facilities	0	0	0
Alternative facilities	0	0	0
Restricted Programs	0	0	0
Escrow Account	0	0	0
Endowment	0	0	0
Encumbrances	0	0	0
Designated for:			
Textbooks	0	0	0
Operating Capital	0	0	0
Undesignated	886	957	909
Total Fund Balance	\$1,008	\$1,080	\$1,010
Liabilities & Fund Balance	\$1,136	\$1,173	\$1,123

December 14
Transportation Fund

BALANCE SHEET

ASSETS	01/31/15	06/30/14	01/31/14	FUND BALANCES	01/31/15	06/30/14	01/31/14
Cash / Investments	(\$2,673)	(\$1,649)	(\$2,530)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	18	78	0	Nonspendable Inventory	3	3	3
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	24	24	48	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	(0)	3	(5)	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$2,630)	(\$1,544)	(\$2,487)	Community Education	0	0	0
				Community Services	0	0	0
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	0	0	0
				Escrow Account	0	0	0
				Endowment	0	0	0
				Encumbrances	0	0	0
				Designated for:			
				Textbooks	0	0	0
				Operating Capital	0	0	0
				Undesignated	(3,085)	(1,801)	(2,928)
				Total Fund Balance	(\$3,082)	(\$1,798)	(\$2,925)
				Liabilities & Fund Balance	(\$2,630)	(\$1,544)	(\$2,487)

December 14

BALANCE SHEET

Community Service Fund

ASSETS	01/31/15	06/30/14	01/31/14	FUND BALANCES	01/31/15	06/30/14	01/31/14
Cash / Investments	\$851	\$974	\$182	Reserved for:			
Taxes & Credits Receivable	605	605	636	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	4	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	5	5	4
Due from Other MN Districts	0	0	0	Staff development	0	0	0
Due From MDE	129	315	188	Reemployment comp	0	0	0
Due From Federal thru MDE	0	22	0	Basic skills	0	0	0
Due From Federal - Direct	0	697	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	(0)	0	(2)	Gifted and Talented	0	0	0
Prepaids	0	5	0	Pupil Transportation Safety	0	0	0
				ECFE	212	212	202
Total Assets	<u>\$1,585</u>	<u>\$2,622</u>	<u>\$1,004</u>	Community Education	350	350	359
				Community Services	220	220	27
				Operating Capital	0	0	0
LIABILITIES				Facilities	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Alternative facilities	0	0	0
Accrued Interest Payable	0	0	0	Restricted Programs	67	67	0
Salaries Payable	367	446	373	Escrow Account	0	0	0
Accounts Payable	2	116	3	Endowment	0	0	0
Due to Other Funds	0	51	0	Encumbrances	0	0	0
Due to Other MN Districts	0	0	0	Designated for:			
Due to Other Governments	0	0	0	Textbooks	0	0	0
Claims Payable	0	0	0	Operating Capital	0	0	0
Deferred Revenue	47	125	61	Undesignated	(716)	0	(591)
Taxes Levied for Subsequent Yr.	1,030	1,030	575				
Property tax shift	0	0	(9)	Total Fund Balance	<u>\$138</u>	<u>\$854</u>	<u>\$1</u>
Total Liabilities	<u>\$1,446</u>	<u>\$1,768</u>	<u>\$1,003</u>				
				Liabilities & Fund Balance	<u>\$1,585</u>	<u>\$2,622</u>	<u>\$1,004</u>

December 14
Capital Expenditures

BALANCE SHEET

ASSETS	01/31/15	06/30/14	01/31/14	FUND BALANCES	01/31/15	06/30/14	01/31/14
Cash / Investments	\$389	(\$4,034)	(\$2,520)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	36	0	0	Nonspendable Inventory	0	0	182
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	182	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$426</u>	<u>(\$4,034)</u>	<u>(\$2,338)</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	106	34	98	Restricted Programs	0	0	0
Accounts Payable	9	45	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	795	795	502
Deferred Revenue	0	0	182	School Carryover	0	0	13
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	69
Property tax shift	0	0	0	Undesignated	(485)	(4,908)	(3,384)
Total Liabilities	<u>\$115</u>	<u>\$79</u>	<u>\$280</u>	Total Fund Balance	<u>\$311</u>	<u>(\$4,113)</u>	<u>(\$2,618)</u>
				Liabilities & Fund Balance	<u>\$426</u>	<u>(\$4,034)</u>	<u>(\$2,338)</u>

December 14

BALANCE SHEET

Building Construction Fund

ASSETS	01/31/15	06/30/14	01/31/14	FUND BALANCES	01/31/15	06/30/14	01/31/14
Cash / Investments	\$5,477	\$6,611	\$6,825	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	17	17	23	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$5,494</u>	<u>\$6,628</u>	<u>\$6,848</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	4,243	4,243	2,709
Accrued Interest Payable	0	0	0	Alternative facilities	1,988	1,988	7,145
Salaries Payable	6	7	8	Restricted Programs	0	0	0
Accounts Payable	62	390	4,300	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0				
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	(805)	0	(7,314)
Property tax shift	0	0	0				
Total Liabilities	<u>\$68</u>	<u>\$397</u>	<u>\$4,308</u>	Total Fund Balance	<u>\$5,426</u>	<u>\$6,231</u>	<u>\$2,540</u>
				Liabilities & Fund Balance	<u>\$5,494</u>	<u>\$6,628</u>	<u>\$6,848</u>

December 14

BALANCE SHEET

Debt Service Fund

ASSETS	01/31/15	06/30/14	01/31/14	FUND BALANCES	01/31/15	06/30/14	01/31/14
Cash / Investments	(\$7,278)	\$11,079	(\$5,638)	Reserved for:			
Taxes & Credits Receivable	11,602	11,602	9,357	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	196	196	257	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$4,520</u>	<u>\$22,876</u>	<u>\$3,976</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	2	129	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	518	518	688	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	20,446	20,446	16,593	Undesignated	(16,444)	1,910	(13,434)
Property tax shift	0	0	0				
Total Liabilities	<u>\$20,964</u>	<u>\$20,966</u>	<u>\$17,410</u>	Total Fund Balance	<u>(\$16,444)</u>	<u>\$1,910</u>	<u>(\$13,434)</u>
				Liabilities & Fund Balance	<u>\$4,520</u>	<u>\$22,876</u>	<u>\$3,976</u>

December 14

BALANCE SHEET

Trust & Agency Funds

ASSETS	01/31/15	06/30/14	01/31/14	FUND BALANCES	01/31/15	06/30/14	01/31/14
Cash / Investments	\$1,610	\$1,641	\$1,636	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	15	15	9	Nonspendable Inventory	0	0	0
Due from Other Funds	0	165	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,625</u>	<u>\$1,821</u>	<u>\$1,645</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	1,625	1,821	1,645
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	0	0	0
Property tax shift	0	0	0				
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Total Fund Balance	<u>\$1,625</u>	<u>\$1,821</u>	<u>\$1,645</u>
				Liabilities & Fund Balance	<u>\$1,625</u>	<u>\$1,821</u>	<u>\$1,645</u>

December 14

BALANCE SHEET

Dental Internal Service Fund

ASSETS	01/31/15	06/30/14	01/31/14	FUND BALANCES	01/31/15	06/30/14	01/31/14
Cash / Investments	\$226	\$156	\$145	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	1	1	1	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$226	\$157	\$146	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	67	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	82	(10)	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	226	9	156
Property tax shift	0	0	0				
Total Liabilities	\$0	\$148	(\$10)	Total Fund Balance	\$226	\$9	\$156
				Liabilities & Fund Balance	\$226	\$157	\$146

December 14
Student Activities

BALANCE SHEET

ASSETS	01/31/15	06/30/14	01/31/14	FUND BALANCES	01/31/15	06/30/14	01/31/14
Cash / Investments	\$1,412	\$1,083	\$1,274	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$1,412	\$1,083	\$1,274	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,412	1,083	1,274
Property tax shift	0	0	0				
Total Liabilities	\$0	\$0	\$0	Total Fund Balance	\$1,412	\$1,083	\$1,274
				Liabilities & Fund Balance	\$1,412	\$1,083	\$1,274

**Duluth Public Schools
 Budget Revisions Fiscal Year Ending June 30, 2015
 Period Ending January 31, 2015**

Revenues	General-U	General-R	Food Service	Transport	Community Services	Capital Expenditure	Building Construction	Debt Service	Trust	Internal Service	Student Activities	Total
Revised Budget 12/31/14	\$76,297,554	\$19,596,359	\$3,624,300	\$5,526,010	\$6,350,959	\$2,035,460	\$1,089,534	\$21,529,781	\$219,400	\$785,020	\$1,538,429	\$138,592,805
Title II Adjustment		(8,424)										(8,424)
SpEd Northland Grant		5,235										5,235
Habitat Essentia Grant		21,000										21,000
NE Staff Dev		7,829										7,829
Various Stipends	2,565											2,565
Non-Public Adjustment					(288)							(288)
Headstart Federal					161,446							161,446
												-
												-
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<u>Revised Budget, 01/31/2015</u>	<u>\$76,300,118</u>	<u>\$19,621,999</u>	<u>\$3,624,300</u>	<u>\$5,526,010</u>	<u>\$6,512,117</u>	<u>\$2,035,460</u>	<u>\$1,089,534</u>	<u>\$21,529,781</u>	<u>\$219,400</u>	<u>\$785,020</u>	<u>\$1,538,429</u>	<u>\$138,782,168</u>

**Duluth Public Schools
Budget Revisions Fiscal Year Ending June 30, 2015
Period Ending January 31, 2015**

Expenditures	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 12/31/14	\$69,030,122	\$19,596,359	\$3,764,300	\$6,467,749	\$6,307,478	\$5,692,850	\$2,769,718	\$21,170,708	\$200,000	\$744,000	\$1,538,429	\$137,281,713
Title II Adjustment		(8,424)										(8,424)
SpEd Northland Grant		5,235										5,235
Habitat Essentia Grant		21,000										21,000
NE Staff Dev		7,829										7,829
Various Stipends	2,565											2,565
Non-Public Adjustment					(288)							(288)
Headstart Federal					161,446							161,446
LRFP Adjustment							500,000					500,000
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Revised Budget, 01/31/2015	\$69,032,687	\$19,621,999	\$3,764,300	\$6,467,749	\$6,468,636	\$5,692,850	\$3,269,718	\$21,170,708	\$200,000	\$744,000	\$1,538,429	\$137,971,076
Operating Transfers - in						6,346,806						\$6,346,806
Operating Transfers - out		(6,346,806)										(\$6,346,806)
Net	\$920,625	\$0	(\$140,000)	(\$941,739)	\$43,481	\$2,689,416	(\$2,180,184)	\$359,073	\$19,400	\$41,020	\$0	\$811,092

**ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 01/31/2015**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
01/02/2015	V106466	CITISTREET FOR MSRS	70,599.73
01/02/2015	V79764	DULUTH FEDERATION OF TEA	23,355.35
01/02/2015	V107231	DULUTH TEACHERS CREDIT	9,123.28
01/02/2015	V79711	DULUTH TEACHERS RETIRE EFT	254,463.20
01/02/2015	V106637	EBC - FLEX EFT	10,875.48
01/02/2015	V106636	EBC - TSA EFT	75,146.35
01/02/2015	V79771	EDUCATION MN CLERICAL	1,224.44
01/02/2015	V102915	FEDERAL 941 PR TAXES	577,667.58
01/02/2015	V108066	MG TRUST	122,815.40
01/02/2015	V05173	MN CHILD SUPPORT EFT	2,930.35
01/02/2015	V102916	MN STATE PR TAXES	96,259.20
01/02/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	93,955.15
01/02/2015	V79704	U S BANK - PY DIRECT DEPOSIT	1,515,764.44
01/16/2015	V106466	CITISTREET FOR MSRS	44,022.22
01/16/2015	V79764	DULUTH FEDERATION OF TEA	23,732.87
01/16/2015	V107231	DULUTH TEACHERS CREDIT	9,073.28
01/16/2015	V79711	DULUTH TEACHERS RETIRE EFT	252,243.80
01/16/2015	V106637	EBC - FLEX EFT	10,747.70
01/16/2015	V106636	EBC - TSA EFT	74,999.26
01/16/2015	V79771	EDUCATION MN CLERICAL	1,224.44
01/16/2015	V102915	FEDERAL 941 PR TAXES	535,076.83
01/16/2015	V108066	MG TRUST	121,691.28
01/16/2015	V05173	MN CHILD SUPPORT EFT	2,548.83
01/16/2015	V102916	MN STATE PR TAXES	89,436.60
01/16/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	73,077.23
01/16/2015	V79704	U S BANK - PY DIRECT DEPOSIT	1,385,933.12
01/28/2015	V106737	ASSOCIATED BANK (EFT)	4,633,341.25
01/28/2015	V06645	MEDICA HEALTH PLAN (EFT)	171,922.29
01/28/2015	V106638	PEIP - HLTH EFT	1,169,197.70
01/28/2015	V05012	U S BANK TRUST N A CORP EFT	11,043,187.14
01/28/2015	V80030	DELTA DENTAL PLAN OF MN(EFT)	56,115.42
01/28/2015	V104923	HARRIS BANK	30,278.86
01/28/2015	V100499	MN DEPT OF REVENUE EFT	5.00
01/30/2015	V106466	CITISTREET FOR MSRS	168,080.12
01/30/2015	V79764	DULUTH FEDERATION OF TEA	23,883.72
01/30/2015	V79711	DULUTH TEACHERS RETIRE EFT	261,601.09
01/30/2015	V106637	EBC - FLEX EFT	27.78
01/30/2015	V106636	EBC - TSA EFT	10,505.29
01/30/2015	V79771	EDUCATION MN CLERICAL	1,224.44
01/30/2015	V102915	FEDERAL 941 PR TAXES	627,894.47
01/30/2015	V108066	MG TRUST	35,149.03
01/30/2015	V05173	MN CHILD SUPPORT EFT	2,747.51
01/30/2015	V102916	MN STATE PR TAXES	108,064.64
01/30/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	90,892.23

**ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 01/31/2015**

CHECK DATE
01/30/2015

VENDOR ID
V79704

DESCRIPTION
U S BANK - PY DIRECT DEPOSIT

MSDLFA
1,650,268.08
25,562,373.47

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

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

Add Purchases:

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

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
01/12	Capital One NA (VA)	MBS	01/12/15	5.00%	\$ 97,000.00
01/12	Mizrahi Tefahot Bank (CA)	MBS	01/12/15	0.20%	249,000.00
01/14	Beal Bank USA (NV)	MBS	01/14/15	0.20%	249,000.00
01/14	Wex Bank (UT)	MBS	01/14/15	0.10%	249,000.00
01/14	State Bank of India (IL)	MBS	01/14/15	0.30%	249,000.00
01/16	Bank of China (NY)	MBS	01/16/15	0.20%	249,000.00
01/20	Homestreet Bank (WA)	MBS	01/20/15	0.15%	249,000.00
01/28	Term Series	PMA	01/28/15	0.07%	5,000,000.00

Total Maturities \$ **6,591,000.00**

Other items:

Add:	Money Market Funds Interest	\$ 19.88
	Beginning Value Adjustment	0.00
	Other Interest/Cash Balance on Account	0.00

Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	0.00

Total Other \$ **19.88**

Ending Investment Balance (January 31, 2015) \$ **414,497.56**

Note: Ending Investment Balance as of January 31, 2014 was \$12,490,148.66

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

Grade Levels	Mar Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	EOY PU 1314
KG	627	1.004968404	630.12	1.00	630.12	668.79
HK	65	0.969323362	63.01	1.00	63.01	80.61
Gr 1-3	1960	0.987803977	1936.10	1.00	1936.10	1956.70
Gr 4-6	1793	0.980847529	1758.66	1.00	1758.66	1718.09
Gr 7-8	1164	0.970670111	1129.86	1.20	1355.83	1426.21
Gr 9-12	2817	0.950904628	2678.70	1.20	3214.44	3187.70
Sub-Total	8426				8958.15	9038.11
Other WADM Generators						
	Mar Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	
Early Childhood	237	0.381540721	90.43	1.000	90.43	83.09
Early Childhood Details	Final Count	Mar 1 Count	Final ADM			
11-12	432	265	94.8			
12-13	344	209	91.75			
13-14	368	223	83.09			
14-15*		237	90.43			
Resident Tuition**						
Resident Tuition Details		Total WADM			61.90	
11-12		54.15				
12-13		48.46				
13-14		83.09				
14-15*		61.90				
ALC**						
ALC Details		Total WADM			265.87	
11-12		285.78				
12-13		273.97				
13-14		237.86				
14-15*		265.87				
Projected Total WADM					9048.57	9121.20
Budgeted WADM					9213.32	
Net					-164.75	

* Projected

**Included in Grade Level Projections

TRANSPORTATION CONTRACT

THIS AGREEMENT is made as of February 17, 2015 between INDEPENDENT SCHOOL DISTRICT NO. 709, a public corporation under the laws of Minnesota (hereinafter referred to as ISD 709) and Voyageur Bus Company.

RECITALS

ISD 709 desires transportation services for certain students as outlined in Quote 4182 Special Student Transportation Services.

Voyageur Bus Company operates a school bus service within the geographical boundaries of ISD 709.

Pursuant to Minnesota Statute 123B.52, ISD 709 solicited quotes under Quote 4182 for Special Student Transportation Services and, after negotiations, has selected Voyageur Bus Company to furnish transportation services to certain students in accordance with the following agreement.

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

1. Voyageur Bus Company will supply transportation services each weekend to and from the Minnesota Academies for the Deaf and Blind in Faribault, Minnesota.
2. Such services shall be performed in accordance with the terms and conditions contained within Quote 4182 with payments made accordingly. Payment not to exceed \$50,000 for the 2014-2015 School Year.

INDEPENDENT SCHOOL DISTRICT NO. 709

VOYAGEUR BUS COMPANY

By: _____
Chair

By: Michael J. Kora

And _____
Clerk

Its: President

1098 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

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

III. DEFINITIONS

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

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

IV. PROCEDURES

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

V. VIOLATIONS

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

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

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

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

10A.07 CONFLICTS OF INTEREST.

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

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

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

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

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

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

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

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

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

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

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

(b) "Gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given and received without the giver receiving consideration of equal or greater value in return.

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

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

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

- (1) a contribution as defined in section 10A.01, subdivision 11;
- (2) services to assist an official in the performance of official duties, including but not limited to providing advice, consultation, information, and communication in connection with legislation, and services to constituents;
- (3) services of insignificant monetary value;
- (4) a plaque with a resale value of \$5 or less;
- (5) a trinket or memento costing \$5 or less;
- (6) informational material with a resale value of \$5 or less; or
- (7) food or a beverage given at a reception, meal, or meeting if:
 - (i) the reception, meal, or meeting is held away from the recipient's place of work by an organization before whom the recipient appears to make a speech or answer questions as part of a program; or
 - (ii) the recipient is a member or employee of the legislature and an invitation to attend the reception, meal, or meeting was provided to all members of the legislature at least five days prior to the date of the event.

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

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

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

15.43 ACCEPTANCE OF ADVANTAGE BY STATE EMPLOYEE; PENALTY.

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

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

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

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

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

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

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

471.895 CERTAIN GIFTS BY INTERESTED PERSONS PROHIBITED.

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

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

(c) "Interested person" means a person or a representative of a person or association that has a direct financial interest in a decision that a local official is authorized to make.

(d) "Local official" means:

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

(2) an elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer of any independent school district.

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

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

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

(2) services to assist an official in the performance of official duties, including but not limited to providing advice, consultation, information, and communication in connection with legislation, and services to constituents;

(3) services of insignificant monetary value;

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

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

(6) informational material of unexceptional value; or

(7) food or a beverage given at a reception, meal, or meeting away from the recipient's place of work by an organization before whom the recipient appears to make a speech or answer questions as part of a program.

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

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

(2) by an interested person who is a member of the family of the recipient, unless the gift is given on behalf of someone who is not a member of that family; or

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

471.895

MINNESOTA STATUTES 2014

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by that organization, if the gift is food or a beverage given at a reception or meal and an equivalent gift is given or offered to all other attendees.

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



3215 - State Auditor's Review of Finances

The School Board, beginning with the 1992-93 school year, will contract with private audit firms to have the State of Minnesota Auditor conduct a financial audit of School District funds on an annual basis. ~~Should the School Board so desire, a request can be made to conduct an investigative audit of all school funds by the State of Minnesota Auditor's Office.~~

Thereafter, every five years the School Board will arrange with the State of Minnesota Auditor to conduct the financial audit of the School District. ~~Those four years between state audits, the School Board will contract with private audit firms for the purpose of conducting the financial audit of the School District.~~

MN Statute: 123B.77 Subd. 3.

Adopted: 05-18-1993 ISD 709

Revised: 06-20-1995 ISD 709

04-21.2015 ISD 709

RESOLUTION
Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various organizations.

SCHOOL	FIRST NAME	LAST NAME/ORG.	RESTRICTION	AMOUNT
Homecroft		Homecroft PTA	Wolf Ridge/Grade 5	\$5,393.50
			TOTAL	\$5,393.50

RESOLUTION

Authorized Student Activity Bank Account Signer

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

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

<u>District Building</u>	<u>Banking Institution</u>	<u>Account Number</u>	<u>Addition of Authorized Signer</u>	<u>Removal of Authorized Signer</u>
Area Lrng Center	DTCU	XXXX4	Peggy Blalock Kimberly Ledoux	Brenda Vandell
Congdon	North Shore	XXXXXX0	Peggy Blalock	
Denfeld	DTCU Western Nat'l	XXXX2 XXXXX4	Peggy Blalock Peggy Blalock	
East	North Shore North Shore DTCU	XXXXXX9 XXXXXX2 XXXX6	Peggy Blalock Peggy Blalock Peggy Blalock	
Headstart	DTCU	XXXX0	Peggy Blalock	
Homecroft	DTCU	XXXX2	Peggy Blalock	
ISD709	Piper Jaffray MBS DTCU BMO Harris Bk Key Bank	XXXXXXXXXXT XXXXXXXX9 XXXX3 XXXXXXXX7	Peggy Blalock Peggy Blalock Peggy Blalock Peggy Blalock Peggy Blalock	
Lakewood	North Shore	XXXXXX7	Peggy Blalock	
L MacArthur	Western Nat'l	XXXXXX2	Peggy Blalock	
Lester Park	DTCU	XXXX7	Peggy Blalock	
Lincoln Park	Park State Bank	XXXXXX0 XXXXXX5	Peggy Blalock Peggy Blalock	
Lowell	DTCU	XXXX4	Peggy Blalock	

Merritt Creek	DTCU	XXXX0	Peggy Blalock	
MyersWilkins	DTCU	XXXX3	Peggy Blalock	
Ordean East	DTCU	XXXX1	Peggy Blalock	
Piedmont	DTCU	XXXXX4	Peggy Blalock	
Public School Stadium	DTCU	XXXX6	Peggy Blalock	
Stowe	DTCU	XXXX0	Peggy Blalock Brenda Vandell	Rosemary Donald
Woodland Hills	DTCU	XXXX1	Peggy Blalock	

RESOLUTION**Adoption of the Considerations and Investments for the Fiscal Year 2016 Budget**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the attached considerations and investments for the fiscal year 2016 budget as presented to the School Board, be adopted.

	Amount	
FY 16 Savings:		
Telephone Line Savings	\$10,000	
Increase Chargeback to Food Service and Community Education	20,000	
FY15 One-time Budget Investments	375,000	
AEO Enrollment Gain	139,944	
Use Portion of Committed Operational Savings for Budget	601,443	Reduces Addition to Fund Balance
Change to Even Year elections	50,000	
Sub-Total - Considerations	\$1,196,387	
FY 16 Investments:		
Additional Investment for Debate	(16,387)	
Additional Investment for Student Achievement	(360,000)	
Increase Per Diem Meal Allowances	(3,000)	
Retain Middle School Lifeguards	(75,000)	
Reduce revenue budget for Student Activities	(80,000)	
IFAS Conversion and Training (one-time)	(90,000)	
Add Immersion Specialist (TOSA)	(96,000)	
Add first grade to Lowell Ojibwe program	(48,000)	
AEO additional investment	(384,000)	
Add ASD Lead Teacher	(24,000)	
Add Canvas Learning Management	(20,000)	
Sub-Total Investments	(\$1,196,387)	
 NET-TOTAL DRAFT Items	 \$0	

Informational: Items From Previous Budget Discussions

District Administration:		
Review Non-labor Budgets for HOCHS Departments	\$	TBD
Learning Programs:		
Revise Intervention Plan	TBD	
Curriculum Modifications	TBD	
Annual Curriculum Materials	(275,000)	
Special Services Modifications	TBD	
Review Program Expenses for:	TBD	
Co-Curricular/Extra-Curricular Activities		
ELL		
Gifted & Talented		
Homeless		
Other		
Business Services:		
Facilities Modifications		
Finance Modifications		
Human Resources Modifications		
Transportation Modifications		
Modify Walking Distance - Elementary	TBD	
Modify Walking Distance - Middle School	TBD	
Technology:		
One to One Initiative	(1,250,000)	
Operations/Instruction:		
Implement 7 Period Day @ MS	(864,000)	
Limit HS schedule to six classes	96,000	Applies only to Grade 9 now
Change Dean positions to Asst Principals	(120,000)	
Review all Non-Intervention Classes < 25/1	TBD	
Add Mentoring Program	(200,000)	
Add Staff Development for Specialists	(10,000)	
District Wide Other:		
Pension Cost Increase (TRA)	TBD	
Revenues:		
Seek Contributions in Exchange for Naming Rights	TBD	

Expenditure Contracts Signed – February 2015

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

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
RW Fern Associates Inc.	\$3,200.00	Facilities	Garfield Renovation-Facilities
Nordic Auction Company	20% Proceeds	Facilities	Personal Property Auction
Mixed Blood Theatre	1,000.00	OEE	Dr. King's Dream Presentation
Malaak Shabaaz	4,200.00	OEE	Presentation – Become Peacemakers & Leaders
Doug Bowen Bailey	1,000.00	BCBS	Contract Extension
Christine Penney	1,200.00	BCBS	BCBS Equity Project
Observation Hill Learning Center	600.00	Spec Serv	Student IEP Services
UNS Harbor Highland	850.00	Spec Serv	Student IEP Services

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: February 3, 2015

Re: Architectural Services to Renovate the Garfield Building to Relocate the Facilities Management Department – RW Fern Associates Inc.

Attached are two (2) copies of the Agreement between Independent School District #709 and RW Fern Associates Inc. to provide Phase 1 Preliminary Plan and Estimating related to the Garfield Building for Facilities Management use. The total estimated cost of this service is \$3,200.00.

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

Attachments



AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of February, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and RW Fern Associates, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 2, 2015, and shall remain in effect until December 31, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Prepare preliminary plan study and estimate of the ISD 709 Garfield Building for the relocation of Facility Management Department.
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 \$3,200. 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 Kerry Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail RW Fern Associates, 413 East Superior Street, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

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

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

The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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

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

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

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

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

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

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

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

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

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

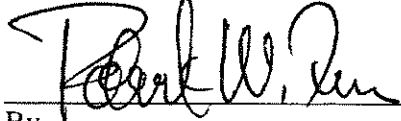
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise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

Clerk

Robert W. Fern, President / Owner
Title

Program Director

47-1893827
Taxpayer Identification Number



Director of Business Service

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: February 6, 2015

Re: Personal Property Auction Contract – Nordic Auction Company, Inc.

Attached is a copy of the Personal Property Auction Contract between Independent School District #709 and Nordic Auction Company, Inc. for the sale of miscellaneous district property stored at Central High School. The total estimated auctioneer's fee for these services will be 20% of the proceeds from the sale.

I am recommending approval of the agreement with Nordic Auction Company, Inc. After review and if you concur, please sign the Agreement and return it to the Facilities Management office for processing.

Attachments



PERSONAL PROPERTY AUCTION CONTRACT



Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this 16 day of Dec, 2014 between
Duluth Public Schools
of I.S.D. # 709, hereafter called Seller,
and NORDIC AUCTION CO., Inc., hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn auctioneer shall receive full commission on the item.

The auction is to be held at 800 E Central Entrance Duluth, MN
on the 14th day of MARCH, 2015. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneers may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller immediately following auction, along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all incumbrances except as follows: (if none WRITE NONE) NONE

Item	Mortgage or Lien Holder	Address	Approximate Unpaid Balance
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay all sale expenses including:

Auctioneer's Fee 20%

Clerk's Fee 0

Cashier's Fee 0

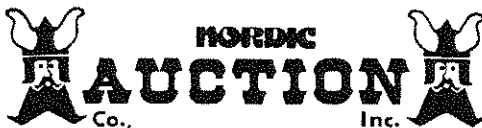
Other Personnel 0

Advertising Actual

Other _____

(x) Forest S. Eard
(Auctioneer's Signature)

(x) W. Hanson
(Seller's Signature) (Telephone)



14 Royalton Road, Superior, WI 54880
715/392-2542

(x) _____
(Seller's Signature) (Telephone)

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of January, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Mixed Blood Theatre, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 30, 2015, and shall remain in effect until June 30, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will present its educational program Dr. King's Dream at East High on Tuesday, February 10, 2015 at 11:39 a.m. and 1:07 p.m. It is expected that each performance will last about forty-five minutes.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contractor for its services and expenses in performing said obligations of two (2) performances up to a sum not to exceed \$1,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District at the time of the performances per invoice dated January 22, 2015.
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Avalon Educational Institute, 404 W Superior St, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

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

		2-3-15
[Redacted] ed Blood Theatre	SSN/ Tax Identification Number	Date
		2/3/15
Project Director		Date
		2/3/15
Director of Curriculum and Instruction		Date
		2/4/15
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Malaak Shabaaz, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 24, 2015, and shall remain in effect until February 27, 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.** Ms. Shabaaz will meet with all students in grades K-5th grade and do a community presentation and work with a group of students concerning how they can become peacemakers and leaders. Flight in economy will be paid for, meal stipend at \$50.00 a day included, a hotel will be paid for Febr 24, 25, 26 & 27.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 4,200.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District due upon services rendered.
- 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.

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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 Myers-Wilkins Elementary School, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Ms. Malaak Shabaaz, P O Box 1114, New York, NY 10040.

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.

M. K. Sheby

Signature SSN/ Tax Identification Number

2-17-15
Date

[Redacted Signature]

Director

2/17/15
Date

[Redacted Signature]

Director of Curriculum and Instruction

2/17/15
Date

W. Hanson

Director of Business Service / Superintendent of Schools

2/17/15
Date

We would like to extend the contract for Doug Bowen Bailey approved Fall of 2014 to develop a video associated with the BCBS project, addressing social determinist of health.

The additional services associated with the project included:

Filming parent focus group at Lincoln Park Middle School and processing all the video-3 hours

Interviewing Russ Salgy at Valley Youth Center and creating another video of Russ, (captioning and video)-7 hours

Creating 9 copies of the DVD -1 hour

Cost-\$1000.00

Debbi WAgner

Debbi Wagner 2/12/15

*OK
WC Hanson
2/12/15*

AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2014 and shall remain in effect for a period of 6 months ending December 31, 2014.
2. **Performance.** Performance under this agreement, as defined in the Memorandum of Understanding, shall be subject to the Contractor providing, and the District receiving, the following documentation evidencing the Contractor's:
 - DVD description and timeline (detailed)
3. **Background Check .** Provided the Contractor and or the Contractor' staff will be working independently with students, the Contractor is subject to compliance with the District's policy on said background checks.

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

4. **Reimbursement.** In consideration of the performance of the Contractor and of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2,100.

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

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless SSN is provided.

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

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

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

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

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

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

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

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

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

be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Doug Bowen-Bailey, 728 East 7th Street, Duluth MN 55805.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

Chair

Consultant

Title

Clerk

Title

Doug Bowen-Bailey
Contractor

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

SSN

W. C. Hanson
Director of Business Service

DVD Proposed Description for the Blue Cross Blue Shield Health Equity Project

Background information: Partners Community Action Duluth, Duluth Public Schools, LISC, Myers-Wilkins Community School Collaborative, and United Way of Greater Duluth were awarded a 2-year grant from the Blue Cross Blue Shield Foundation in January of 2013 to address the social determinants of health among families and neighbors of the Myers-Wilkins School community. The project is designed to *expand the education & social supports for PreK-5 students at MWCS to include social and income, asset and skill building resources for parents and other neighborhood residents provided at the school site. Extensive community collaborations bring expertise and services that build social connections and personal and neighborhood assets to address the root causes of poverty. The expansion provides a template for a "How-to Guide" to expedite school/community partners at other schools. Project partners collaborate to produce the Guide, publicize the project, leverage support, and solicit additional partners for dissemination to other schools.*

As the project is well into its second year, it will be helpful to document the results of this work in a number of ways useful to project participants, other school sites looking to build similar partnership based school-community supports, and the broader community. One effective way of presenting a snapshot of the project will be to produce a short (6-8 mins.) video that includes interviews with project participants, project partners, and others who have been impacted by the project. The video should also provide examples of the activities that have resulted from the project.

Here are the proposed scenes for the video:

1. Interviews with 2-3 parent/guardians/neighbors who have participated in the Getting Ahead! Program, Financial/Employment Counseling, Parent Focus Groups, and/or Parent Advisory Council. Interviews will focus on impact of these activities on their connection to school and community supports/ building positive social connections.
2. Interviews with key project staff (4-5) focusing on collaboration effectiveness/how has this project impacted understanding/ challenges strengths of the project partnership.
3. Interviews with principals (2) and School District Administration (2-3) focusing on impact of School-Community Partnership manual and use at school sites to facilitate partnership development.
4. Scene from the Family Resource Fair to be held in the Fall of 2014 at Myers-Wilkins School.
5. Scene from a Parent Focus Group at Lincoln Park Middle School or Laura Mac Arthur Elementary School.
6. Scene from a youth engagement/enrichment activity at Myers-Wilkins. Include visual of cafeteria use.
7. Scene from parent engagement class/activity at Myers-Wilkins.

This is an ambitious list, and will likely need to be edited in order to keep the video succinct. Timeline: The bulk of the filming can be done in September and October of 2014. Some could be done earlier. Ideally, the DVD is completed mid-November 2014.

AGREEMENT

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THIS AGREEMENT, made and entered into this 7 day of January, 2015 , by and between Duluth Public Schools, hereinafter called District, and Christine A. Penney, 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 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 01/07/2015 and shall remain in effect until 02/28/2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor will prepare the final report document associated with the Blue Cross Blue Shield Health Equity project by February 28, 2015 and in accordance with the requirements of said report. Upon request, the District will provide Contractor with all materials necessary to fulfill this contract. Contractor will be held harmless for an incomplete report if The District fails to provide requested material in a timely manner and will be reimbursed at the rate of and will be reimbursed at the rate of \$50/hr for work performed. Contractor's normal working hours are from 9 a.m. to 9 p.m. Sunday – Saturday and includes all time spent in transit on the District business. All work performed between the hours of 9 p.m. and 9 a.m. are billed at the rate of time and a half.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, the District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for to a sum not to exceed \$1,200. Contractor will provide her Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws as required by Minnesota Statutes, Section 270.66, subd. 3. Reimbursements later than 30 days will be considered in arrears and subject to penalty and interest.
4. **Requests for Reimbursement.** Contractor shall request reimbursement upon completion of the Blue Cross Blue Shield final report, using the contractor's official invoice submitted electronically. This invoice will be submitted within 10 days of the end of the period being billed for. Contractor must be notified by the District of a requirement for hard copy within 10 days of signing of the contract. Request for hard copy does not constitute justification for late payment.
5. **Ownership of Materials.** The District reserves the rights to reproduce the materials in any fashion, or appropriate the contents of the materials, 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.
6. **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.

7. **Notices.** All notices (with the exception of Cancellation) to be given by Contractor to the District shall be deemed to have been given by depositing the same in writing via the United States Mail care of 215 North 1st Ave East, Duluth, MN 55802. All notices (with the exception of Cancellation) to be given by the District to Contractor shall be deemed to have been given by depositing the same in writing via the United States Mail to 9305 Congdon Blvd, Duluth, MN 55804-2704.

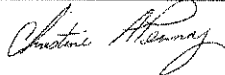

8. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

9. **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.

10. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 24 hours electronic notice to the other party. Cancellation by Contractor to the District shall be deemed to have been given by notice to deborah.wagner@isd709.org. Cancellation by the District to Contractor shall be deemed to have been given by notice to christinepenney@earthlink.net. the District will reimburse Contractor for all work done up until the point of Cancellation as provided for in this Agreement.

11. **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.

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.

the District	CONTRACTOR
	
Name: <i>WC Hanson</i>	Name: Christine A. Penney
Title: <i>CFO</i>	Title: Contractor
Date: <i>2/12/15</i>	Date: January 7, 2015
	Taxpayer Identification Number: 

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

CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day 2/18/15 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and Observation Hill Learning Center (hereafter referred to as the AGENCY) witnesses that: WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 9 hours a day 1 days per week
 2. The AGENCY shall perform these services at:
 3. The approximate date the service will begin is, 2/3/15 and
shall not extend beyond 6/2/15 the contract not to exceed a total of 5 weeks of service and a total cost up to \$600.00.
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice
or upon mutual agreement.
7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

.....

SIGNED:

Name of Agency

By
Authorized Agent

Date

.....

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date 2/20/15

.....

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

By Laura Fredrickson
Director

Date 2-18-15

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

CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day February 12, 2015 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and UNS Harbor Highland (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 6 hours a day 2 days per week
 2. The AGENCY shall perform these services at: **UNS Harbor Highlands**
 3. The approximate date the service will begin is, 3/2/15 and shall not extend beyond 6/5/15 the contract not to exceed a total of 13 weeks of service and a total cost up to \$850.00.
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

Page 2 - Contract for Purchase of Special Education Services

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

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

.....
SIGNED:

Name of Agency

By
Authorized Agent

Date

.....
INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date 2/12/15

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

By _____
Director

Date _____

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

February 2015

Facilities Management – General

In the past month the maintenance crews have completed 264 work orders, and are currently working on 548 open work orders.

Facilities maintenance trade crews are currently scheduled at Stowe.

A failed roof drain line in the auditorium at OEMS was replaced by Jamar. A second leaking drain line is being repaired now.

At HOCHS, the A/C system for the old server room on the third floor (302A) has been split so we now have A/C for both conference rooms 302 and 302A.

We have started the process to enter our utility consumption data into B3 – which stands for Building, Benchmarks, and Beyond. This State of MN operated database will allow us to analyze our energy consumption, as well as compare our use to other facilities in MN. This will also provide our Energy Star ranking, which may allow us to become Energy Star certified. For more information on B3, in 2001, legislation in the State of Minnesota was passed to benchmark all public buildings in the state for a period of 12 months, and as a result, B3 Benchmarking was born. For more than 10 years, The Weidt Group[®] has developed the benchmarking application to be one of the most robust tools for tracking and managing energy use in public buildings. Currently, the B3 Benchmarking program contains over 7,500 public buildings with over 300 million square feet in its database representing 22 State agencies, 410 cities, 55 counties, 60 higher education campuses, and 214 school districts. The B3 Benchmarking system has identified over \$23 million in potential energy savings in over 1,500 identified buildings representing about 30 million square feet of building floor area.

Facilities Management is working with local design professionals to determine options and cost to relocate our operation and function to the Garfield site.

Capital Construction:

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

Facilities is preparing a quote to accomplish the installation of access control for HOCHS. This should be completed by early summer.

LHB continues to investigate moisture issues under the gym floor at LPMS.

Operations

In February, Operations crews were busy keeping the buildings clean and functioning. During the winter recess, crews were catching up on special cleaning projects at the sites consisting of scrubbing floors, using the lift to reach the high areas and changing filters. We have also

been preparing for another auction to be held at Central High School. This auction will once again be conducted by Nordic Auction Company, Inc. and is scheduled for March 14, 2015.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - Six month asbestos reviews were completed as required by AHERA.
 - An account has been set up with an accredited lab in Minneapolis to test asbestos samples.
 - Samples were taken, analyzed, and determined to be asbestos free prior to the removal of whiteboards in HOCHS ALC area.
 - Samples were recently collected and sent to the lab for analysis prior to removing/replacing lighting at transportation. The current material is assumed to be asbestos; however, it has not been tested.
 - VOC results for Congdon gym came back negative for total VOC's.
- Riverport Insurance
 - A survey report letter was received for the November walkthrough and survey completed by Riverport. The district will continue to work with Riverport to ensure ISD 709's contractual agreements with 3rd parties are in line with the recommendations of Riverport. It was also recommended the use of non-district owned vehicle controls and YMCA contracts be looked into further to help alleviate the district's potential exposure.
- Workers' Compensation Activities
 - OSHA Recordables: 0 recordable incidents.
 - Incidents Reported: 24 injuries reported of which seven (7) were slip on ice/snow incidents and five (5) were slip/falls while walking indoors.

Risk Management

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2015

79

FQA: 06-870-012-386-728

ALT FACIL/HOCHS CARPETING

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>
01/09/2015	0113172-IN	271376	00637306	V34960	JOHNSON CARPET ONE	BUILDING ACQUISITION/CONSTRUCT	917282	OH	40,034.77	0.00	40,034.77
						Object 152000		Total:	40,034.77	0.00	40,034.77
						FQA 06-870-012-386-728		Total:	40,034.77	0.00	40,034.77

FQA: 06-870-215-386-702

ALT FAC/DENFELD SUMP PITS

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>
01/20/2015	174382	272308	00000802	V34360	JAMAR COMPANY	BUILDING ACQUISITION/CONSTRUCT	918433	OH	47,037.90	0.00	47,037.90
						Object 152000		Total:	47,037.90	0.00	47,037.90
						FQA 06-870-215-386-702		Total:	47,037.90	0.00	47,037.90

FQA: 06-870-235-386-731

CAP FACIL/STC ROOF TOP UNIT

Object: 130500 OTHER CONTRACTED SERVICES

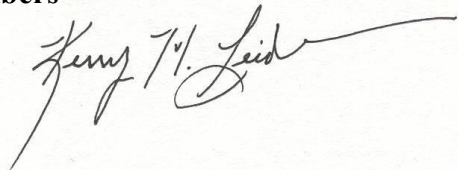
<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
01/13/2015	174392	271854	00000787	V34360	JAMAR COMPANY	OTHER CONTRACTED SERVICES	917614	OH	26,713.67	0.00	26,713.67
						Object 130500		Total:	26,713.67	0.00	26,713.67
						FQA 06-870-235-386-731		Total:	26,713.67	0.00	26,713.67

Grand Total: 113,786.34 0.00 113,786.34

Memorandum

To: School Board Members

From: Kerry M. Leider



Date: February 26, 2015

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 February:

<u>Contractor</u>	<u>Amount</u>	<u>Description</u>
Belanger, Inc.	\$ 4,895.00	Furnish and install gym wall pads at OEMS
RW Fern Associates Inc.	\$ 5,200.00	Schematic design at HOCHS
Northland Consulting Engineers	\$27,758.00	Engineering services for HOCHS
Northland Consulting Engineers	\$ 3,048.00	Engineering services for OEMS
Northland Consulting Engineers	\$16,462.00	Engineering services for Lester Park School
Northland Consulting Engineers	\$10,738.00	Engineering services for Denfeld High School
Northland Consulting Engineers	\$29,362.00	Engineering services for Laura MacArthur 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.